

ANNO DECIMO NONO

VICTORIÆ REGINÆ.

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Cap. iv.

An Act for lighting with Gas the Borough of *Weymouth* and *Melcombe Regis*, and its Neighbourhood, in the County of *Dorset*; and for other Purposes. [29th *April* 1856.]

WHEREAS the Borough of *Weymouth* and *Melcombe Regis* is supplied with Gas from Gasworks belonging to *William Wharton Burdon*, which are the only Gasworks in the Borough; and there are no Gasworks in any of the adjoining Parishes: And whereas the Population of the Borough of *Weymouth* and *Melcombe Regis* and its Neighbourhood is increasing, and it would be of public Advantage that more permanent Provision should be made for the Supply of Gas within such Borough and its Neighbourhood, and that the existing Gasworks should be improved: And whereas the several Persons in that Behalf in this Act named, together with others, have agreed to form themselves into a Company for supplying the said Borough and Neighbourhood with Gas, and have contracted with the said *William Wharton Burdon* for the Purchase of his Gasworks; and it is expedient that such Company be incorporated, and be empowered to purchase the Gasworks and some adjoining Lands, and to extend the Gasworks, and to supply with Gas the several Parishes of *Weymouth*,

Melcombe Regis, *Wyke Regis*, and *Radipole*, in the County of *Dorset*: And whereas the Purposes of this Act 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:

Short Title.

I. This Act may be cited for all Purposes as "The *Weymouth* Gas Act, 1856."

8 & 9 Vict. cc. 16 & 18. and 10 & 11 Vict. c. 15. incorporated.

II. The following Acts are incorporated with this Act; to wit, "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Gasworks Clauses Act, 1847:" Provided always, that nothing in this Act or the Lands Clauses Consolidation Act shall authorize the Company to purchase, take, or use any Lands, unless with the Consent of and by Agreement with the Owners, Lessees, and Occupiers thereof.

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

III. Except as is by this Act otherwise provided, the several Words and Expressions to which by the Acts incorporated with this Act respectively Meanings are assigned have in this Act the same respective Meanings, unless such Construction be repugnant to the Subject or Context.

Limits of Act.

IV. The Limits of this Act for the Supply of Gas are the several Parishes of *Weymouth*, *Melcombe Regis*, *Wyke Regis*, and *Radipole*, and the Limits within which Gasworks may be continued, made, maintained, and used for the Purposes of this Act are the existing Gasworks of the said *William Wharton Burdon*, including the Land thereto belonging and therewith used, bounded on the East and South by Part of the Harbour called the *Backwater*, on the South or Southwest by the Road between the Gasworks and the Salt Marshes, and on the North and West by Land adjoining to the Gasworks, and belonging or claimed to belong to *William Wharton Burdon*, *Philip Dodson*, and *William Corney*, and also such Parts of that adjoining Land as may be from Time to Time purchased for the Purposes of this Act: Provided always, that the Quantity of Land to be held for the Purposes of this Act, including the Site of the existing Works, shall not exceed Four Acres.

Company incorporated.

V. *William Wharton Burdon*, *Philip Dodson*, *Edward Bayly*, *William Septimus Losh*, *Henry Norman*, and all other Persons who have subscribed or shall hereafter subscribe to the Undertaking by this Act authorized, and their Executors, Administrators, Successors, and Assigns respectively, shall be by this Act united into a Company by the Name

The Weymouth Gas Act, 1856.

Name of "The *Weymouth* and *Melcombe Regis* Gas Company," for the Purpose of making and supplying Gas within the Limits in that Behalf of this Act, and carrying on the general Business of a Gas-light and Coke Company, and doing all necessary and incidental Acts, and for other the Purposes of this Act, and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act.

VI. The Capital of the Company shall be Twenty thousand Pounds, in Two thousand Shares of Ten Pounds each. Capital.

VII. The greatest Amount of a Call shall be Two Pounds, and the Interval between successive Calls shall be at least Three Months, and the aggregate Amount of all the Calls in any One Year shall not exceed Six Pounds a Share. Calls.

VIII. When the whole of the Capital is subscribed, and One Half thereof is paid up, the Company may borrow on Mortgage or Bond not exceeding Five thousand Pounds. Power to borrow on Mortgage.

IX. The Mortgagees of the Company may enforce the Payment of the Principal Monies and Interest due to them by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver shall be One thousand Pounds. Arrears may be enforced by Appointment of a Receiver.

X. All Monies raised under this Act by the Company, whether by Shares or by borrowing, shall be applied only for Purposes by this Act authorized. Application of Monies.

XI. The Number of the Directors shall be such Number, not fewer than Five or more than Nine, as the Company from Time to Time resolve. Directors.

XII. *William Wharton Burdon*, *Philip Dodson*, *Edward Bayly*, *William Septimus Losh*, and *Henry Norman* shall be the First Directors of the Company, and shall continue in Office until the Ordinary Meeting of the Company in the Year One thousand eight hundred and fifty-eight. First Directors.

XIII. The Qualification of a Director shall be the Possession in his own Right of Twenty Shares. Qualification.

XIV. The Quorum for a Meeting of Directors shall be Three Directors, and the Quorum of any Committee of Directors shall be Two. Quorum of Directors.

XV. The

First Ordinary Meeting.

XV. The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act.

Subsequent Ordinary Meetings.

XVI. The subsequent Ordinary Meetings of the Company shall be held in the Month of *April* in every Year, the first of such Meetings to be held in the Month of *April* One thousand eight hundred and fifty-eight: Provided always, that the General Meetings subsequent to the First Ordinary Meeting may be held at such other Times as the Company from Time to Time resolve.

Place of Meeting.

XVII. The Meetings of the Company shall be held within the Borough or such other Place as the Directors from Time to Time determine.

Quorum for Meetings.

XVIII. The Quorum for Meetings of the Company shall be Five Shareholders holding Shares to the aggregate nominal Amount of at least Three thousand Pounds.

Company may make and maintain Gasworks and manufacture Gas, &c.

XIX. Subject to the Provisions of this Act, the Company from Time to Time may continue, make, lay down, maintain, alter, or discontinue such Retorts, Gasometers, Receivers, and Buildings, Cisterns, Engines, Machines, and other Apparatus, Cuts, Drains, Watercourses, Machinery, and other Works and Conveniences, and also such Houses, Buildings, and Approaches thereto, upon the Lands by this Act authorized to be held by the Company, and may continue, lay down, maintain, alter, or discontinue all such Main Pipes and Apparatus, and may manufacture Gas, and do all such other Acts as they think proper and convenient for supplying the Inhabitants within the Limits in that Behalf of this Act with Gas, and for other Purposes by this Act authorized, and may manufacture, sell, and dispose of, as they think fit, the Coke and all Products, Refuse, or Residuum arising, remaining, or obtained from the Materials used in the Manufacture of Gas, and may provide and do all Acts and Things requisite or desirable for those Purposes: Provided always, that the Company shall not make any Works for the Manufacture of Gas upon any Land other than the Land herein-before mentioned.

Power to Company to purchase Gasworks from Mr. Burdon.

XX. The said *William Wharton Burdon* may and shall sell, and the Company may and shall purchase, the existing Gasworks, including all his Rights and Interest in the Land thereto belonging and therewith used, situate within the Limits of this Act, with respect to Gasworks, and all Mains, Pipes, Tunnels, Apparatus, Rights, Privileges, Advantages, Licences, Authorities, and Appurtenances thereto belonging or therewith used or enjoyed.

Company not to exercise Powers for

XXI. The Company shall not exercise any of their Powers under this Act with respect to the making of any Gasworks or the manufacturing

turing of Gas until they have completed the Purchase of the existing Gasworks: Provided always, that nothing in this Act contained shall prevent the said *William Wharton Burdon*, until the Completion of such Purchase, from continuing the Manufacture and Sale of Gas and the Supply of the Inhabitants and public Lights.

making Gas, &c. until Purchase completed.

XXII. From and after the Completion by the Company of the Purchase of the existing Gasworks (which Completion shall be evidenced by a Deed of Conveyance under the Hand and Seal of the said *William Wharton Burdon*, in which the Consideration Money for such Purchase shall be fully and truly stated and set forth, and which Deed shall be duly stamped for denoting the full and proper Stamp Duty payable by Law thereon,) the Company shall be entitled to the Benefit of and may have and enjoy all Contracts for supplying Gas, Agreements, Arrangements, Licences, Authorities, Rights, Privileges, and Advantages whatsoever to which at the Time of the Purchase the said *William Wharton Burdon* shall, for any Purposes of or connected with the Gasworks or the supplying of Gas, be entitled, and shall perform and observe all the Terms, Conditions, Obligations, and Liabilities whatsoever of or incident to the same, and indemnify him and his Representatives against all future Liabilities, Claims, and Demands in respect thereof.

When Purchase completed Company to perform Mr. Burdon's Contracts.

XXIII. The Company, but only by Agreement, may after the Completion of the Purchase of the existing Gasworks purchase any other of the Lands herein-before mentioned not exceeding the Quantity aforesaid.

Purchase of other Lands by Agreement.

XXIV. The Company from Time to Time may enter into any Contract with the Corporation, the Local Board, the Trustees of the Harbour, or any other Persons having the Control or Management of any Street, Bridge, Market, Quay, Pier, Harbour, or other Place within the Limits of this Act, for lighting or supplying the same or any Part thereof with Gas, and providing the same with Lamp Pillars and Posts, Lamp Brackets, Lamps, and Glass, and for the Repair thereof respectively, and also from Time to Time may enter into any Contract with any Person for lighting or supplying with Gas any Church, Chapel, Shop, Inn, Tavern, Dwelling House, Mill, Manufactory, Warehouse, or other public or private Building or Place, on such Terms and Conditions as the Company and such Persons respectively mutually agree on.

Company may contract for lighting Streets, &c., and for Supply to Buildings.

XXV. 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 such

Company may place Pipes to light Buildings.

such Building for the Purpose of lighting it, and may with the like Consent provide and set up any Apparatus necessary for securing to any Building a proper and complete Supply of Gas, and for measuring and ascertaining the Extent of such Supply.

Maximum Charge for Gas.

XXVI. The maximum Charge for Gas supplied by the Company shall be after the Rate of Six Shillings *per* Thousand Cubic Feet of Gas.

Provision for the public Lighting of the Borough.

XXVII. Subject and without Prejudice to any Contracts between the said *William Wharton Burdon* and the Mayor, Aldermen, and Burgesses of the Borough of *Weymouth* and *Melcombe Regis*, as Trustees for the Harbour and Bridge of the said Borough, and the Local Board of Health for the District of *Weymouth* and *Melcombe Regis* in force at the passing of this Act, the Company shall from Time to Time, when required by such Mayor, Aldermen, and Burgesses, or their Successors, or Local Board, so to do, furnish an adequate Supply of Gas for lighting in a proper and effectual Manner the Bridge Lamps and the public Lamps in all such of the Streets, Lanes, and Highways within the said Borough, as the said Mayor, Aldermen, and Burgesses, or Local Board, shall, by Notice in Writing from Time to Time, require to be lighted with Gas; and the Company shall also from Time to Time, at their own Expense, fix, erect, set up, and complete in the first instance Lamp Posts and other Apparatus requisite for the same Purpose, with a Burner in each Lamp capable of consuming Five Cubic Feet of Gas by the Hour, upon receiving for every such Burner in every such Bridge Lamp or public Lamp so required such annual Price or Sum for such Period as may from Time to Time be mutually agreed upon: Provided always, that so long as the Company shall be the only Parties supplying Gas within the Borough the maximum Price to be charged by the Company for Gas supplied to every such Burner during each Night, from One Hour after Sunset until One Hour before Sunrise between the First Day of *April* and the Thirtieth Day of *September* in each Year, and from Sunset to Sunrise during the Remainder of the Year, save and except Five Nights at the Full Moon in each Lunar Month during the said Period, shall not exceed Two Pounds Ten Shillings.

Quality of Company's Gas.

XXVIII. 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 Ten Sperm Candles of Six in the Pound, burning One hundred and twenty Grains *per* Hour.

XXIX. The

Company to erect a Meter to test Purity of Gas.

XXIX. The Company shall within Twelve Months after the passing of this Act cause to be erected in some convenient Part of their Works an Experimental Meter, furnished with an Argand Fifteen-hole Burner and a Seven-inch Chimney, or other approved Burner and Chimney, capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus for testing the illuminating Power of the Gas.

Power to Local Board of Health to test the Purity of the Gas.

XXX. It shall at any Time be lawful for the Local Board of Health by Order in Writing to appoint some competent Person, not being a Member or Officer or Servant of such Board, to proceed to the Works of the Company; and the Person so appointed, on giving Six Hours previous Notice in Writing to the Company, 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 of the Gas by means of the Experimental Meter and other Apparatus before mentioned; and the Company and their Officers shall afford all reasonable Facilities and Assistance to the making of such Experiment; and if it shall be proved to the Satisfaction of any Two Justices, not being Directors or Shareholders of the Company, after hearing the Parties, that the illuminating Power of the Gas supplied by the Company did not, when so tested as aforesaid, equal the illuminating Power by this Act prescribed, or that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, in any such Case the Company shall forfeit such Sum not exceeding Twenty Pounds as the said Justices shall determine. Penalty.

Cost of Experiment to be paid according to the Event.

XXXI. The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Costs of the Proceedings before the Justices, shall be ascertained by 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 the Gas being found when tested to be of not less illuminating Power than is by this Act prescribed, such Costs shall be awarded to be paid by the Local Board of Health to the Company, and shall be paid or levied accordingly.

Consumers may be required to use Meters.

XXXII. Every Consumer of the Gas supplied by the Company shall, upon being required by the Company by Notice in Writing so to do, consume the Gas so supplied by a Meter to be provided either by the Company at the Expense of the Consumer, or, at the Option of the Consumer, by the Consumer, and approved by the Company.

XXXIII. If

Penalty for damaging, &c. Meter.

XXXIII. If any Person wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Meter or Gas Apparatus or Fitting belonging to the Company, or fraudulently alter the Index to any Meter or any Part of such Meter, or the Pipes connected therewith, 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 Damages by them sustained, and the Company may also take off or discontinue the Supply of Gas to or for the Use of the Person so offending, and that notwithstanding any Contract previously entered into.

Recovery of Rent for Gas and Fittings under 20*l.*

XXXIV. In addition to the Powers given by "The Gasworks Clauses Act, 1847" and this Act in this Behalf, the Rent of any Gas from Time to Time due under this Act, or the Price or Rent of any Pipe, Burner, Lamp, Meter, or Fitting from Time to Time supplied, sold, delivered, or let to hire under this Act, together with the Expense of cutting off the Service Pipe or Gas, may be recovered by the Company by Action or other Proceeding in any Court of competent Jurisdiction, although the Demand in respect thereof be less than Twenty Pounds.

Undisputed Rates, &c. may be recovered by Distress.

XXXV. All Gas Rates or Remuneration for Gas from Time to Time due under this Act to the Company, and all Damages, Costs, and Expenses by this Act directed to be paid, and all Costs of furnishing and fixing any Gas Meters or Pipes, and the Amount of which is not disputed, may be levied by Distress, and any Justice on Application may issue his Warrant accordingly.

Costs of Proceedings may be included in Warrant of Distress.

XXXVI. Any Justice who issues any Warrant of Distress for the Recovery of any Sum payable under this Act may order that the Costs of the Proceedings for the Recovery of such Sum shall be paid by the Person liable to pay such Sum, and such Costs shall be ascertained by such Justice, and shall be included in the Warrant of Distress for the Recovery of such Sum.

Several Names in One Warrant, &c.

XXXVII. Several Names and several Sums may be included in One Warrant, Summons, or Notice under this Act, and either in the Body thereof or in the Schedule thereto.

Shafts of Gas Pipe Tunnel to be removed if required.

XXXVIII. If at any Time after the passing of this Act any Docks or other Works are constructed or authorized to be made in the *Backwater*, and the Continuance of the Shafts of the Tunnel by which the Gas Pipes are carried under the *Backwater* would be an Obstruction to the Progress or Formation of such Docks or other Works, then the said

said *William Wharton Burdon* or the Company, on receiving Twelve Months previous Notice in Writing from the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral, or from the Mayor, Aldermen, and Burgesses of the Borough so to do, shall remove those Shafts, and (unless the Tunnel be discontinued for the Conveyance of the Gas Pipes under the Backwater) shall lengthen the Tunnel so that the Shafts may be erected, the one on the Western Shore of the *Backwater* adjoining to the Gasworks, and the other on the Eastern Shore thereof, in the Parish of *Melcombe Regis;* and the Expense of such lengthening and Removal shall be defrayed by the said *William Wharton Burdon* or the Company, unless the Authority of Parliament be necessary for the Construction of such Docks or Works, and it be otherwise provided in the Act relating thereto: Provided also, that in all other respects the said *William Wharton Burdon* and the Company respectively shall have the full Benefit of any Licence, Authority, or Consent of the Corporation with respect to such Tunnel.

Works affecting the Harbour to be approved by Admiralty previous to Commencement.

XXXIX. Previously to commencing any Work in, across, or under the Bed of the Harbour, the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of any such Work for the Approval of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty; and any such Work shall be constructed only in accordance with such Approval; and when any such Work shall have been commenced or constructed it shall not be lawful for the Company at any Time to alter or extend the same, without obtaining previously to making any such Alteration or Extension the like Consent or Approval; and if any such Work shall be commenced or completed, or be altered, extended, or constructed, contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly with Costs of Suit.

Admiralty may order local Survey of Works affecting tidal Waters.

XL. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, to order a local Survey and Examination of any Works of the Company in, over, under, across, or affecting any tidal or navigable Water or River, or

the Bed of the Harbour, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

Power to Admiralty to order Removal of abandoned Works.

XLI. If any Work to be constructed by the Company in, under, over, through, or across any tidal Water or navigable River, or the Bed of the Harbour, or if any Portion of any Work which affects or may affect any such Water or River, or Access thereto, or the Bed of the Harbour, shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly with Costs of Suit.

Saving Rights.

XLII. Nothing in this Act contained shall extend or be construed to extend to defeat, abridge, obstruct, or in any Manner interfere with the Rights, Powers, and Authorities of the Mayor, Aldermen, and Burgesses of the Borough of *Weymouth* and *Melcombe Regis*, in their Corporate Capacity or as Trustees of the Harbour and Bridge of the said Borough, or of the Local Board of Health for the District of *Weymouth* and *Melcombe Regis*, or of the Trustees acting under the Authority of any Act or Acts of Parliament relating to the Harbour and Piers of *Weymouth* and *Melcombe Regis* and the Bridge across such Harbour, but all such Rights, Powers, and Authorities now held and enjoyed by the said Mayor, Aldermen, and Burgesses, Local Board, or Trustees, shall henceforth be held and enjoyed by them respectively in as full and ample Manner, to all Intents and Purposes, as if this Act had not been passed, save only so far as the same may be affected by the due and lawful Exercise of the Powers hereby vested in the Company.

Certain Provisions of 10 & 11 Vict. c. 15. as to fouling Water to extend to Backwater.

XLIII. The Clauses of the "Gasworks Clauses Act, 1847," with respect to the Provision for guarding against fouling Water or other Nuisance from the Gas, shall extend to the Part of the Harbour called the *Backwater*, belonging to the Borough of *Weymouth* and *Melcombe Regis*.

XLIV. Nothing

Saving Rights of the Crown.

XLIV. Nothing contained in this Act, or in any of the Acts herein referred to, shall extend to take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Expenses of Act.

XLV. All the Costs, Charges, and Expenses of and incidental to the obtaining and passing of this Act shall be paid by the Company.

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