ANNO TRICESIMO

VICTORIÆ REGINÆ.

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Cap. ii.

An Act for more effectually lighting *New Windsor* and its Neighbourhood with Gas.

[5th *April* 1867.]

WHEREAS in the Year One thousand eight hundred and twenty-seven certain Persons formed themselves into a Company for lighting with Gas *New Windsor* and certain adjacent Districts in *Berkshire*, and that Company was subsequently registered under "The Joint Stock Companies Act, 1856," by the Name of "The *Windsor* Royal Gaslight Company (Limited):" And whereas the Share Capital of the Company consists of One thousand two hundred Shares of Twenty Pounds each, the whole of which Shares have been subscribed for and are paid up, and the Company have not borrowed any Money, but in addition to the said Share Capital the Company have expended upon their Undertaking upwards of Nine thousand six hundred Pounds out of Monies applicable to the Payment of Dividend: And whereas the Company have constructed Gasworks, and *New Windsor* and its Neighbourhood are thereby lighted with Gas, to the great Advantage and Convenience of the Inhabitants: And whereas the Undertaking of the Company will be better carried on if the Powers herein-after contained be conferred upon the Company, but for this the Authority of Parliament is

necessary: 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 any Purpose as "The *Windsor* Royal Gas Act, 1867."

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

2. "The Companies Clauses Consolidation Act, 1845," Parts I., II., and III., of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Gasworks Clauses Act, 1847," are (except where expressly varied by this Act) incorporated with and form Part of this Act: Provided always, that the Incorporation with this Act of "The Lands Clauses Consolidation Act, 1845," does not authorize the Company to purchase or take any Lands otherwise than by Agreement.

Construction of Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction: the Expression "the Company" means the Company incorporated by this Act; the Expression "the old Company" means the Company or Copartnership as constituted prior to the passing of this Act; the Expression "the Works," or "the Gasworks," or "the Undertaking" means and includes the Gasworks by this Act vested in or authorized to be made by the Company, or any Gasworks they may construct under the Powers of this Act; and the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially incorporated herewith, are to be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Limits of Act.

4. The Limits of this Act comprise and include the Town, Parish, and Borough of *New Windsor* and *Windsor Castle* in the County of *Berks*, and the Parish of *Clewer* in the said County.

Incorporation of Company.

5. From and after the passing of this Act the old Company are dissolved and cease to exist, and the present Members of or Shareholders in that Company, and all other Persons who have already subscribed or shall thereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are

are hereby united and incorporated into a Company for the Purpose of making and supplying Gas within the Limits of this Act, and for doing all Acts necessary for that Purpose, and for other the Purposes by this Act and the said incorporated Acts authorized, by and under the Name of "The *Windsor* Royal Gaslight Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have a Common Seal, and may sue and be sued, and shall have Power to purchase and hold Lands for the Purposes of this Act, subject to the Restrictions and Provisions herein and in the said incorporated Acts contained.

Present Property vested in Company incorporated by this Act.

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

Deed of Settlement to be void without Prejudice to Remedies for antecedent Breaches thereof.

7. Subject to the Provisions of this Act, the existing Deed of Settlement, and all registered Alterations of the same, shall, as to any future or prospective Operations thereof, from and after the passing of this Act, be wholly void and of none Effect; and the several Persons who shall have executed the said Deed or any Deed accessory thereto, and their Heirs, Executors, and Administrators shall, immediately from and after the passing of this Act, stand and be by virtue thereof released and discharged from any future Obligations to observe, perform, abide by, fulfil, or conform to the said Deed of Settlement or the Covenants or Agreements therein contained, or any registered Alterations of the same, or any or either of them respectively; but subject and without prejudice to any Remedies for antecedent Breaches thereof, which Remedies may be enforced by the Company.

8. Not-

Saving previous Rights and Liabilities.

8. Notwithstanding the Incorporation of the Company, and the Avoidance of the said Deed of Settlement and of the registered Alterations thereof by this Act, and except as is by this Act otherwise expressly provided, everything before the passing of this Act done or suffered by or with reference to the old Company or the Shareholders therein in that Capacity, shall be as valid as if the Company had not been incorporated and the said Deed and Alterations had not been avoided by this Act; and such Incorporation and Avoidance, and this Act respectively, shall accordingly be subject and without prejudice to everything so done or suffered, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Company were not incorporated and the said Deed and Alterations were not avoided by this Act, and this Act were not passed, would be incident to or consequent on any and everything 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 original Company and the Shareholders therein in their Capacity of Shareholders: Provided always, that the Generality of this Enactment shall not be restricted by any of the other Clauses and Provisions of this Act.

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

9. Except as by this Act otherwise specially provided, all Purchases, Conveyances, Grants, Assurances, Deeds, Contracts, Debentures, Bonds, and Agreements entered into or made before the passing of this Act by, to, or with the old Company, or any Trustees or Persons acting on behalf of such Company, or by or with any other Person to whose Rights and Liabilities they have succeeded as Assigns, and now in force, shall be as binding and of as full Force and Effect in every respect against or in favour of the Company, and may be enforced as fully and effectually, as if instead of the old Company, or the Trustees or Persons acting on behalf of the old Company, the Company had been a Party thereto.

Actions, &c. not to abate.

10. Nothing in this Act contained shall release, discharge, or suspend any Action, Suit, or other Proceeding at Law or in Equity which was pending by or against the old Company, or any Member thereof, in relation to the Affairs of the old Company, or to which the old Company, or any Member thereof, in relation to such Affairs, were Parties immediately before the passing of this Act; but any such Action, Suit, or other Proceeding may be maintained, prosecuted, or continued by, or in favour of, or against the Company (as the Case may be), in the same Manner and as effectually and advantageously as the same might have been maintained, prosecuted, or continued by, in favour of, or against the old Company, or any Member thereof, if this Act had not been passed, the Company being

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in reference to the Matters aforesaid in all respects substituted for the old Company.

Trustees of old Company to be indemnified.

11. Every Trustee or other Person in whom or in whose Name any Lands, Works, Buildings, Easements, Rights, Property, or Effects belonging to the old Company were vested immediately before the passing of this Act, and who (having been duly authorized so to do) entered into any Contract or Engagement in respect of the same or otherwise on behalf of the old Company, shall be indemnified and saved harmless out of the Property of the Company from and against all Liability, Loss, Costs, Charges, and Expenses under or by reason of every such Contract or Engagement.

Company to satisfy Liabilities of old Company.

12. From and after the passing of this Act, and except as is by this Act otherwise expressly provided, the Company shall in all other respects be subject to and shall satisfy or discharge all Obligations and Liabilities to which the old Company immediately before the passing of this Act were, or but for this Act would become subject, and shall bear and pay all the Expenses of and incident to the winding up of the Affairs of the old Company, and shall indemnify the Shareholders, Directors, Officers, and Servants of the old Company and their respective Representatives from all such Obligations, Liabilities, and Expenses, and all Costs in that Behalf.

Gas Rates, &c., to be recovered.

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

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

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

Certificates, &c. to remain in force.

15. Notwithstanding the Avoidance of the said Deed, all Certificates (until cancelled under the Powers of this Act), Sales, Transfers, and Dispositions heretofore made or executed under that Deed of or with respect to any Shares in the old Company shall remain in full Force and continue and be available in all respects as if such Deed had not been avoided.

Officers to continue until removed.

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

Capital.

17. The Capital of the Company shall, subject to the Augmentation after mentioned, be Thirty-three thousand six hundred Pounds, whereof Twenty-four thousand Pounds shall be divided into One thousand two hundred original Shares of Twenty Pounds each, to be called "O Shares," and Nine thousand six hundred Pounds shall be divided into One thousand two hundred Preference Shares of Eight Pounds each, to be called "P Shares."

"P Shares" entitled to 5 per Cent. Preference.

18. The said "P Shares" shall bear a perpetual fixed preferential Dividend of Five Pounds *per Centum per Annum*, and shall be allotted as fully paid up rateably to the several Persons and Corporations who immediately before the passing of this Act were possessed of or entitled to One or more of the said "O Shares," in proportion to the Number of their said "O Shares," and such "P Shares" shall vest in such Persons and Corporations accordingly.

Appropriation of existing Shares.

19. All Persons and Corporations in whom any of the existing Shares of the Company are vested shall stand and be possessed thereof upon the same Trusts, Powers, Provisions, Declarations, Agreements, Charges, Liens, and Incumbrances as immediately before the passing of this Act affected the said existing Shares, in respect of which the same are so vested, and so as to give effect to and not revoke any Testamentary Disposition of or affecting any such existing Share.

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

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

21. In

Power to raise additional Capital by new Shares.

21. In addition to the said Capital of Thirty-three thousand six hundred Pounds the Company may from Time to Time raise, by the Creation of new Ordinary or Preference Shares, or (at the Option of the Company) by both of those Modes, any Sums of Money not exceeding in the whole Thirty-six thousand and four hundred Pounds, to be called "new Shares."

Shares not to issue until One Fifth Part paid up.

22. The Company shall not issue any such new Share, nor shall any such 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 up in respect thereof.

Limit of Dividends on new Capital.

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

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

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

Power to borrow on Mortgage.

25. The Company may have outstanding on Mortgage any Sum not exeeeding Six thousand Pounds, and when Nine thousand Pounds of additional Capital are subscribed for, issued, and accepted, and One Half thereof is paid up, the Company may borrow on Mortgage any further Sums not exceeding in the whole Two thousand two hundred and fifty Pounds; and when and so soon as Nine thousand Pounds further additional Capital are subscribed for, issued, and accepted, and One Half thereof is paid up, the Company may borrow on Mortgage any further Sums not exceeding in the whole Two thousand two hundred and fifty Pounds; and when and so soon as Nine thousand Pounds further additional Capital are subscribed for, issued, and accepted, and One Half thereof is paid up, the Company may borrow on Mortgage any further Sum not exceeding in the whole Two thousand two hundred and fifty Pounds; and when and so soon as the Remainder of the additional Capital is subscribed for, issued, and accepted, and One Half thereof is paid up, the Company may borrow on Mortgage any further Sums not exceeding in the whole Two thousand three hundred and fifty Pounds; but no Part of any of the said Sums of Two thousand two hundred and fifty Pounds and Two thousand three hundred and fifty Pounds shall be borrowed until the Company have proved to the Justice who is to certify

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under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the additional Capital in respect whereof the borrowing Powers are sought to be exercised 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 had been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide* and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proofs aforesaid have been given, which Certificate shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Receiver.

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

Monies borrowed on Mortgage to have Priority.

27. All Monies borrowed on Mortgage under this Act from the Time when the same shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company and 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.

Debenture Stock.

28. The Company may create and issue Debenture Stock.

Application of Monies.

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

First and other Meetings.

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

Quorum of General Meetings.

31. The Quorum of General Meetings (whether ordinary or extraordinary) of the Company shall be Twelve Shareholders present in person, holding in the aggregate not less than One thousand Pounds in the Capital of the Company.

32. The

Votes of Shareholders.

32. The Scale according to which the Shareholders may vote in respect of their Shares shall be as follows; (that is to say,)

For One Share or more, but not exceeding Five Shares, One Vote:

For more than Five Shares, but not exceeding Ten Shares, Two Votes:

For more than Ten Shares, but not exceeding Fifteen Shares, Three Votes:

For more than Fifteen Shares, but not exceeding Twenty Shares, Four Votes:

For more than Twenty Shares an additional Vote for every additional Ten Shares, but no Shareholder shall have more than Ten Votes.

Number of Directors.

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

Qualification of Directors.

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

Quorum.

35. The Quorum of a Meeting of Directors shall be Six, so long as the Number of Directors is Nine, and Three when their Number is reduced to less than Nine.

First Directors.

36. The Persons who, at the Time of the passing of this Act, are Directors of the old Company 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 to be held in every Year after the First Ordinary Meeting the Shareholders present, in person or by proxy, shall (subject to the Power herein-before contained for reducing the Number of Directors) elect Persons to supply the Places 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 or disqualified, nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act.

Election of Directors.

Power to purchase Lands.

37. The Company may for the Purposes of their Undertaking purchase, take, and hold (by Agreement but not otherwise) any Lands and Hereditaments beyond those hereby vested in them which they may require for the Purposes of this Act, but no Lands shall be

used by them for the Purpose of manufacturing Gas excepting the Lands at present occupied by the Company for that Purpose, (which Lands are more particularly described in the Schedule to this Act,) and no storing of Gas shall be made upon any Land to be acquired by the Company under the Powers of this Act, except with the previous Consent in Writing of the Owner, Lessee, and Occupier of every Dwelling House situate within Three hundred Yards of such Land.

Powers as to Construction of Gas-works, &c.

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

Power to lay Pipes against Buildings.

39. 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.

Consumers may be required to consume by Meter.

40. 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 and in accordance with the Provisions of the Act for regulating Measures used in Sales of Gas passed in the Twenty-second and Twenty-third Years of the Reign of Her present Majesty; but until a Meter be examined and stamped under the Provisions of the said Act it shall be and continue

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to be approved by the Company, and from Time to Time be examined and tested by them, and any Meter may be provided, sold, or let to hire by the Company to the Consumer.

Register of Gas Meter to be primâ facie Evidence.

41. 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.

Fraudulently injuring Meters, &c.

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

Company may remove Pipes from unoccupied Premises on giving Notice to Owners.

43. In all Cases in which the Company are by "The Gasworks Clauses Act, 1847," incorporated with this Act, authorized to cut off and take away the Supply of Gas from any House, Building, or Premises, then, if such House, Building, or Premises be unoccupied, the Company, their Agents, Servants, or Workmen, after giving Twenty-four Hours previous Notice to the Owner by serving the Notice on him, or by Letter, under the Hand of the Secretary of the Company, sent by Post, addressed to such Owner, or if the Owner or his Address be not known to the Company after due Inquiry, by affixing such Notice for Three Days on some conspicuous Part of such House, Building, or Premises, may enter into such Building or Premises, between the Hours of Nine in the Forenoon and Four in the

the Afternoon, and remove and carry away any Pipe, Meter, or Fittings, or other Works the Property of the Company, making Compensation to such Owner for the Damage (if any) which may be occasioned to him thereby.

Incoming Tenant not to be liable for Arrears of Gas.

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

Limiting the Price of Gas.

45. The Price to be charged by the Company for Gas supplied by them by Meter shall not at any Time exceed the Rate of Five Shillings and Sixpence for One thousand Cubic Feet supplied within the Limits of the Borough of *New Windsor*, and Seven Shillings for One thousand Cubic Feet supplied beyond the said Limits.

As to Charge for public Lamps in the Borough of Windsor.

46. In any future Contract to be made by the Company with the Local Board of Health for the Borough of *New Windsor*, pursuant to "The Public Health Act, 1848," no greater Charge than Three Pounds Ten Shillings *per* Lamp shall be made for supplying Gas to the public Lamps within the said Borough from One Hour after Sunset to Half an Hour before Sunrise throughout the Year, except Four Nights at the Period of the full Moon (when not dull and cloudy), and for lighting, turning off, cleaning and providing and repairing the said Lamps with the Brackets and Standards connected therewith.

Illuminating Power and Purity of Company's Gas.

47. All the Gas supplied by the Company shall be of such Quality as to produce from an Argand Burner having Fifteen Holes and a Seven Inch Chimney, and consuming Five Cubic Feet of Gas *per* Hour, a Light equal in Intensity to the Light produced by Fourteen Sperm Candles of Six in the Pound, burning One hundred and twenty Grains *per* Hour, and shall be so far free from sulphuretted Hydrogen as not to discolour moistened Test Paper imbued with Acetate or Carbonate of Lead when those Tests are exposed for One Minute to a Current of Gas issuing under a Pressure of Five Tenths of an Inch of Water.

Description of Burners for testing illuminating Power of the Company's Gas.

48. The Burner shall be the Burner now in general Use, and known as "*Sugg's* Steatite Burner" with Fifteen Holes, and the Measurements of the several Parts of the Burner shall be as follows; namely, the external Diameter of the Burner shall be One Inch and One Tenth of an Inch, the internal Diameter thereof shall be Half an Inch, each of the Fifteen Holes shall be One Twentieth Part of

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an Inch in Diameter, the Chimney shall be Seven Inches high, and the rest of the Gallery which holds the Chimney shall be One Inch below the Top of the Burner.

Specimen Burners to be deposited.

49. Specimens of the Burners shall be deposited with the Clerk to the Local Board of Health for the Borough of *New Windsor* for the Time being, and shall be open to Examination by all Persons interested at all reasonable Times on Payment of a Fee of One Shilling for each Examination.

Company required to supply Gas to Owners, &c., of Houses.

50. The Company shall, on the Request of any Owner or Occupier of any House, Part of a House, Factory, or Premises, or any public Body or private Company having Premises or any public Lamp within One hundred Feet of which any Main Pipe of the Company shall be laid, furnish to such Owner or Occupier, public Body or private Company, a Supply of Gas for such House, Factory, Premises, or public Lamp at a Rate not exceeding the Rate by this Act limited; and if the Company fail to supply such Gas to any such Owner or Occupier, public Body or private Company, within a reasonable Time after such Request, then and in every such Case, on Proof before Two or more Justices of such Failure, and that the Company had no sufficient Excuse for such Failure, to the Satisfaction of such Justices, the Company shall forfeit such Sum, not exceeding Five Pounds, as the Justices think fit, for every Day beyond a Day to be fixed by such Justices during which such Failure shall be allowed to continue; but the Company shall not be bound to supply any Gas under the foregoing Provision to any Consumer unless reasonable Security for Payment for the Gas to be supplied for One Year be given, if required, at the Cost of the Person or Persons requiring such Supply of Gas; and the Expense of laying all necessary Service Pipes from the Company's Mains to the Limit or Boundary of any public Street, Road, or Highway shall be borne by the Company, and the Expense of laying all necessary Service Pipes beyond such Limit or Boundary shall be borne by the Party requiring the same to be laid; and the estimated Cost thereof, if required by the Company, shall be paid to the Company in advance by such Party; and in case of Dispute between the Company and such Party as to such Costs, the same shall be settled by a Justice of the Peace within the District, not being a Director or Shareholder of the Company.

Experimental Meter.

51. The Company shall, within Twelve Months from the passing of this Act, cause to be erected, in some Part of their Works fit for testing all the Gas provided by the Company, an Experimental Meter furnished with an Argand Burner having Fifteen Holes 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 so situated or arranged as to test the illuminating Power of all the Gas supplied to the Consumers; and the Company shall at all Times keep and maintain the Experimental Meter and Apparatus in good Repair and working Order, and if and when necessary renew the same.

Power to test the illuminating Power of the Gas.

52. It shall be lawful for the Mayor, Aldermen, and Burgesses of the Borough of *New Windsor*, acting as the Local Board of Health for the said Borough (who are herein referred to as the Corporation), to appoint some competent Person, not being an Officer or Servant of the Company, to test the illuminating Power and Purity of the Gas; and the Person so appointed, on giving Three Hours previous Notice in Writing to the Company, may, at any reasonable Hour in the Day-time, enter on the Premises of the Company, and in the Presence of the Engineer, Superintendent, or other Officer of the Company, make Experiment of the illuminating Power and Purity of the Gas by means of the 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 Directors or Shareholders of the Company, after hearing the Parties, that the illuminating Power or Purity of the Gas supplied by the Company did not when so tested as aforesaid equal the illuminating Power or Purity by this Act prescribed, or that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, in any such Case the Company shall forfeit such Sum, not exceeding Twenty Pounds, as the Justices shall determine.

Costs of Experiment to be paid according to Event.

53. The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Costs of the Proceedings before the Justices, shall be ascertained by the Justices, and in the event of any Penalty being imposed on the Company shall be paid, together with such Penalty, by the Company, but in the event of no such Penalty being imposed on the Company then those Costs shall be ascertained by the Justices, and shall be paid by the Corporation.

Penalties not cumulative.

54. 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 herewith shall be deemed several Acts.

Sums undisputed may be recovered by Distress.

55. All Sums of Money due to the Company for the Supply of Gas or for the Hire or fixing of Meters or Fittings, and all Damages, Costs, and Expenses by this Act or any Act incorporated herewith directed

directed to be paid, and the Amount of which shall not be disputed, may (the Party in default being first duly summoned) be levied by Distress, and any Justice, on Application, may issue his Warrant accordingly.

Contents of Warrant.

56. Any One Summons or Warrant issued for any of the Purposes of this Act may contain in the Body thereof, or in a Schedule thereto, several Names and several Sums.

Warrant shall include Costs.

57. Any Justice who issues a Warrant of Distress for any of the Purposes of this Act may order that the Costs of the Proceedings for the Recovery of the Money to be levied shall be paid by the Person liable to pay such Money; and such Cost shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of such Money.

Recovery of Sums due to Company.

58. Whenever any Person neglects to pay any Rate or Sum due 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 Rate or Sum, and such Rate or Sum shall be deemed to be a simple Contract Debt, and not a Debt or Demand created by Statute.

Liability to Gas Rate not to disqualify Justices.

59. No Justice or Judge of the County Court or Quarter Sessions shall be disqualified from acting in the Execution of this Act by reason of his being liable to the Payment of any Gas Rent, Rate, or other Charge under this Act.

Rent for Gas and Fittings under Twenty Pounds.

60. In addition to the Power given by "The Gasworks Clauses Act, 1847," in this Behalf, the Company may recover the Rent of any Gas, or the Price or Rent of any Pipe, Burner, Meter, Lamp, or Fittings supplied, sold, delivered, or let to hire by the Company, together with the Expense of cutting off the Service Pipe or Gas, by Action in any Court of competent Jurisdiction, although the Demand in respect thereof may be less than Twenty Pounds.

Expenses of Act.

61. All Costs, Charges, and Expenses of applying for and obtaining this Act, or incident thereto, shall be paid by the Company.

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SCHEDULE referred to in the foregoing Act.

The Site now occupied by the Gasworks of the Company, bounded on the North partly by an Occupation Road adjoining the Great Western Railway and in other Part by the said Railway, on the West by Lands the Property of the Trustees of the late Arthur Vansittart, on the South partly by Lands the Property of the same Trustees and partly by Gashouse Lane, and on the East by Goswell Lane; the said Gasworks being wholly situate within the Borough of Windsor.

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