



ANNO TERTIO

GEORGII IV. REGIS.

Cap. xxxiv.

An Act for better supplying the City of *Canterbury* and the several Streets and Roads adjoining thereto with Gas. [15th May 1822.]

WHEREAS several Streets and Houses in the City of *Canterbury* and adjacent thereto, are now lighted to the Satisfaction and Advantage of the Inhabitants thereof, and the Benefit of the Public, with Inflammable Air or Gas: And whereas *John Gostling*, of the City of *Canterbury* aforesaid, hath expended considerable Sums of Money in erecting Works and laying down Pipes in the said City of *Canterbury*, and several Streets adjacent thereto, and hath entered into Contracts for lighting the same with the Commissioners appointed by virtue of an Act passed in the Twenty-seventh Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for paving, cleansing, lighting, and watching the Streets, Lanes, and other public Passages and Places within the Walls of the City of Canterbury, and the Liberties thereof; and also several Streets and other Places near or adjoining to the said City; and for removing and preventing Encroachments, Obstructions, Nuisances, and Annoyances therein*: And whereas *William Gostling* and several other Persons are desirous of joining the said *John Gostling* in completing and extending the said Works, and to become Proprietors in the Profits and Advantages of the said Concern, in proportion to the Number of Shares they shall respectively hold therein; but such an Arrangement cannot be effectually carried into Execution without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty,

27 G. 3. c. 14.

[Local.]

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by

Company.

Their Style.

Power to
make Con-
tracts.

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, That the said *John Gostling* and *William Gostling*, and all and every such other Person or Persons as from Time to Time shall become a Subscriber or Subscribers, or become Proprietors of Shares in the said Undertaking, and their respective Successors, Executors, Administrators and Assigns, shall be and they are hereby declared to be One Body Politic and Corporate, by the Name of "The *Canterbury Gas Light and Coke Company*," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, plead and be impleaded, at Law or in Equity, and shall and may prefer and prosecute any Bill or Bills of Indictment against any Person or Persons who shall commit any Felony, Misdemeanor, or other Offence indictable by the Laws of this Realm; and that the said Company shall be established for the Purpose of producing Inflammable Air, Gas, Coke, Oil, Tar, Pitch, Asphaltum, Ammoniacal Liquor, and Essential Oil, from Coal or other Materials, and of lighting the said City, and the several Streets, Roads, and Places adjacent, with Inflammable Air or Gas, and of selling and disposing of the Coke and other Products of the Manufactory of the said Company, in such Manner as they shall think proper; and from Time to Time to enter into and make any other Contracts or Agreements with the Commissioners for the Time being, under the said Act of Parliament, or any other Commissioners or Trustees, who for the Time being shall have the Controul, Direction, or Management of the lighting of the said City, and the several Streets, Roads, and Places adjacent, or any of them, or any Part thereof, or with any other Person or Persons, Bodies Politic, Corporate, or Collegiate, or Corporations Aggregate or Sole, who may be willing to contract with the said Company for the lighting of the said City, or any Part or Parts thereof, or of any Highways, Streets, Roads, Squares, Market Places, Courts, Yards, Passages, Lanes, Public Buildings, Manufactories, Shops, Warehouses, Private Houses, or other Buildings whatsoever, within the said City or adjacent thereto, and to sell or dispose of as they shall think proper, such Coke, Oil, Tar, Pitch, Asphaltum, Ammoniacal Liquor, and Essential Oil, or other Products as aforesaid.

Power to
contract for
the Purchase
of Lands and
Buildings.

II. And be it further enacted, That for the Purposes of this Act it shall and may be lawful to and for the said Company, or their Committee of Management, and they are hereby empowered to treat, contract, and agree for the absolute Purchase of any Lands, Tenements, or Hereditaments within the said City, and the Streets, Roads, and Places adjacent thereto, and the Freehold and Inheritance thereof, with any Body or Bodies Politic, Corporate, or Collegiate, or any Tenant or Tenants for Life or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives, not being a Term or Terms of Years at Rack Rent, or with any Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees for Lunatics and Idiots, or other Trustees whomsoever, not only for and on Behalf of themselves, their Heirs and Successors, but also for and on Behalf of their Cestuique Trusts respectively, whether Infants or Issue unborn, Lunatics, Idiots, Femmes Covert, or other Person or Persons under any Disability of acting for himself, herself, or themselves, and also with all Femmes Covert who are or shall be seised, possessed of, or interested in their own Right, or with any Per-

son or Persons whomsoever who shall be willing to sell the same, or his, her, or their Right or Interest in the same, for the Uses and Purposes of this Act; provided that the Quantity of Land to be purchased as aforesaid shall not exceed Three Statute Acres; and upon Payment of the Purchase Money for the same respectively to the Person or Persons respectively entitled thereto, or upon Payment thereof into the Bank of *England* in Manner by this Act directed (as the Case may be), such Lands, Tenements, or Hereditaments, shall vest absolutely in the said *Canterbury Gas Light and Coke Company*, and may be taken and used for the Purposes of this Act; and it shall and may be lawful to and for the said Company to hold such Lands, Tenements, and Hereditaments, or any Estate, Term, or Interest therein, without incurring or being subject or liable to any of the Penalties or Forfeitures of the Statutes of Mortmain, or any other Law or Statute whatsoever; and also in case of a Re-sale of the said Lands, Tenements, or Hereditaments, or any of them, under the Provision hereinafter in that Behalf contained, to purchase and hold other Lands, Tenements, or Hereditaments in like Manner, provided the Land to be held for the Purposes of this Act shall not at any Time exceed in Quantity Three Statute Acres.

III. And be it further enacted, That it shall and may be lawful to and for all Bodies Politic, Corporate or Collegiate, Corporations Aggregate or Sole, and all Tenants for Life or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives (not being a Term or Terms at Rack Rent), and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees for Lunatics and Idiots, and other Trustees whomsoever, not only for and on Behalf of themselves, their Heirs and Successors, but also for and on Behalf of their Cestuique Trusts respectively, whether Infants or Issue unborn, Lunatics, Idiots, or Femes Covert, or other Person or Persons under any Disability of acting for himself, herself, or themselves, and also to and for all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, and to and for all and every Person and Persons whomsoever who are or shall be seised, possessed of, or interested in any Lands, Tenements, or Hereditaments, or any Part thereof which shall be thought necessary or convenient by the said Company, to be purchased for the Uses and Purposes of this Act (but under such Restrictions as to Quantity as aforesaid), to treat, contract, and agree with the said Company for the Sale thereof, or of any Part thereof, or any Estate or Interest therein, and to sell and to convey all or any Part thereof, and all or any Estate, Right, Title, and Interest whatsoever of, in, and to the same, to the said Company, for the Purposes of this Act; and all Contracts, Bargains, Sales, and Conveyances which shall be so made by virtue and in pursuance of this Act, shall, without any Fine or Fines, Recovery or Recoveries, or without any other Conveyances or Assurances in the Law whatsoever, and without Inrolment, be good, valid, and effectual to all Intents and Purposes, not only to convey the Estate and Interest of the Person and Persons conveying, but also to convey all Right, Estate, Interest, Use, Property, Possibility, Claim, and Demand whatsoever of their said several Cestuique Trusts, and of all Persons whomsoever claiming or to claim by, from, or under him, her, or them, or claiming or to claim in Remainder or Reversion expectant on any such or particular Estate, or by way of Executory Devise or springing Use, and the same shall be deemed and considered

Bodies Politic empowered to sell.

considered to bar the Dower and Dowers of any such Person or Persons, and all Estates Tail, and other Estates in Possession, Reversion, Remainder or Expectancy, and the Issue and Issues of any Person or Persons claiming under them, as effectually as Fines or Common Recoveries would do if levied or suffered by the proper Parties in due Form of Law, any Law, Statute, or Usage, or any other Matter or Thing whatsoever, to the contrary thereof in anywise notwithstanding; and all Bodies Corporate or Collegiate, Corporation Aggregate or Sole, and all Tenants for Life or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives, and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees, Trustees, and all and every other Person and Persons, is and are and shall be indemnified for what he, she, or they shall do by virtue and in pursuance of this Act.

Directing Application of Purchase Money when amounting to 200*l.* and upwards.

IV. And be it further enacted, That if there shall be any Money to be paid for any Lands, Tenements, or Hereditaments, purchased, taken, or used by virtue of the Powers of this Act, for the Purposes thereof, which shall belong to any Body Corporate, Collegiate, or Ecclesiastical, Tenant for Life or in Tail or for Years, Trustee, Feme Covert, Infant, Lunatic, or Person or Persons under any Disability or Incapacity as aforesaid, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account *ex parte* the *Canterbury Gas Light and Coke Company*, to the Intent that such Money may be applied, under the Direction and with the Approbation of the said Court, to be signified by an Order made upon a Petition to be preferred in a summary Way by the Person or Persons who would have been entitled to the Rents and Profits of the said Lands, Tenements, and Hereditaments, in the Purchase of the Land Tax, or towards the Discharge of any Debt or Debts, or such other Incumbrances, or Part thereof, as the said Court shall authorize to be paid, affecting the said Lands, Tenements, or Hereditaments, or affecting other Lands, Tenements, or Hereditaments standing and being settled therewith to the same or the like Uses, Intents, or Purposes; or where such Money shall not be so applied, then the same shall be laid out and invested, under and with the like Direction and Approbation of the said Court, in the Purchase of other Messuages, Lands, Tenements, and Hereditaments, which shall be conveyed and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner as the Messuages, Lands, Tenements, and Hereditaments which shall be purchased, taken, or used for the Purposes of this Act, stood and were settled and limited, or such of them as at the Time of making such Conveyance and Settlement, shall be existing undetermined, and capable of taking Effect; and in the meantime and until such Purchase shall be made, the said Money shall, by Order of the said Court, upon Application made thereto as aforesaid, be invested by the said Accountant General in his Name, in the Purchase of Three Pounds *per Centum* Consolidated, or Three Pounds *per Centum* Reduced Bank Annuities; and in the meantime, and until the said Bank Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends and annual Produce of the Consolidated or Reduced Bank Annuities, and shall from Time to Time be paid by Order of the
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the said Court, to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the said Lands, Tenements, and Hereditaments so hereby directed to be purchased, in case such Purchase and Settlement thereof were then actually made.

V. Provided always, and be it further enacted, That if any Money so to be paid for any Lands, Tenements, or Hereditaments, to be purchased, taken, or used for the Purposes aforesaid, and belonging to any Body Corporate, Collegiate, or Ecclesiastical, Tenant for Life or in Tail, or for Years, Trustee, Feme Covert, Infant, Lunatic, or any Person or Persons under Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then and in all such Cases the same shall, at the Option of the Person or Persons for the Time being entitled to the Rents and Profits of the Hereditaments so purchased, taken, or used, or of his, her, or their Guardian or Guardians, Committee or Committees, in Cases of Infancy, Idiotcy, or Lunacy, to be signified in Writing under their respective Hands, be paid into the Bank, in the Name and with the Privity of the said Accountant General of the High Court of Chancery, and be placed to his Account as aforesaid, in order to be applied in Manner herein-before directed; or otherwise the same shall be paid, at the like Option, to Two Trustees, to be named by the Person or Persons making such Option, and approved of by Three or more of the Committee of Management of the said Company (such Nomination and Approbation to be signified by Writing under the Hands of the nominating and approving Parties), in order that such Principal Money and the Dividends to arise thereon, or the Interest thereof, may be applied in Manner herein-before directed, so far as the Case shall be applicable, without obtaining or being required to obtain the Direction or Approbation of the said High Court of Chancery.

Application of Money when less than 200*l.* and exceeding 20*l.*

VI. Provided also, and be it further enacted, That where such Money so contracted and agreed to be paid, as last before mentioned, shall not exceed the Sum of Twenty Pounds, then and in all such Cases the same shall belong absolutely, and be paid to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so to be purchased, taken, or used for the Purposes of this Act, in such manner as the said Committee of Management, or any Three or more of them, shall think fit; or in case of Infancy, Idiotcy, or Lunacy, then to his, her, or their Guardian or Guardians, Committee or Committees, to and for the Use and Benefit of such Person or Persons so entitled respectively.

Application of Money not exceeding 20*l.*

VII. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Person to any Money to be paid into the Bank of *England*, in the Name and with the Privity of the said Accountant General of the High Court of Chancery, in pursuance of this Act, for the Purchase of any Lands, Tenements, or Hereditaments, or of any Estate, Right, or Interest in any Lands, Tenements, or Hereditaments so purchased in pursuance of this Act, or to any Bank Annuities to be purchased with any such Money, or to the Dividends or Interest of any such Bank Annuities, the Person or Persons who shall have been in Possession of such Lands, Tenements, or Hereditaments at

In case of questionable Title to the Money, Persons in Possession of the Land to be deemed entitled thereto until the contrary shall be shown.

the Time of such Purchase, and all Persons claiming under such Person or Persons, or under the Possession of such Person or Persons, shall be deemed and taken to have been lawfully entitled to such Lands, Tenements, or Hereditaments, according to such Possession, until the contrary shall be shewn to the Satisfaction of the said Court; and the Dividends or Interest of the Bank Annuities to be purchased with such Money, and also the Capital of such Bank Annuities, shall be paid, applied, and disposed of accordingly, unless it shall be made appear to the said Court, that such Possession was a wrongful Possession, and that some other Person or Persons was or were lawfully entitled to such Lands, Tenements, or Hereditaments, or to some Estate or Interest therein.

Expences of Purchase Money to be allowed by the Court.

VIII. Provided also, and be it further enacted, That where by reason of any Disability or Incapacity of the Person or Persons, or Corporation, entitled to any Lands, Tenements, or Hereditaments to be purchased under the Authority of this Act, the Purchase Money for the same shall be required to be paid into the said Court of Chancery, and to be applied in the Purchase of other Lands, Tenements, or Hereditaments, to be settled to the like Uses in pursuance of this Act, it shall be lawful for the said Court to order the Expences of all Purchases from Time to Time to be made in pursuance of this Act, or so much of such Expences as the said Court shall deem reasonable, to be paid by the said Company, who shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

Upon Payment of the Purchase Money the Lands to vest in the Company.

IX. And be it further enacted, That upon Payment of the Money to be so contracted or agreed to be paid for the Purchase of any such Lands, Tenements, or Hereditaments by the said Company, to the Party or Parties, or Person or Persons respectively entitled to such Monies, or their Agents, or upon Payment thereof into the Bank of *England* for the Purpose of being disposed of in Manner herein-before directed (as the Case may be), all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand in Law or in Equity of the Party and Parties, and Person and Persons respectively, to whom or for whose Use or Benefit the same shall be paid, in, to, or out of such Lands, Tenements or Hereditaments, shall vest in the said Company and their Successors for ever, for effecting the Uses and Purposes of this Act.

Form of Conveyance.

X. And be it further enacted, That all Sales, Conveyances, and Assurances of any Lands, Tenements, or Hereditaments, to be made to the said Company and their Successors, shall be made in the Form or to the Effect following; (that is to say),

‘ I [*or, we, as the Case may be*] of _____ in Consideration of the
 ‘ Sum of _____ to me [*or, us*] paid by the *Canterbury Gas*
 ‘ Light and Coke Company, established under an Act passed in the Third
 ‘ Year of the Reign of King *George* the Fourth, intituled *An Act* [*here*
 ‘ *insert the Title of this Act*] do hereby grant and release [*or, assign, as*
 ‘ *the Case may be*] to the said Company of Proprietors and their Succes-
 ‘ sors, all [*here describe the Premises to be conveyed*] and all my [*or, our*]
 ‘ Right, Title, and Interest in and to the same, and every Part thereof;
 ‘ to hold to the said Company of Proprietors and their Successors and
 ‘ Assigns

Assigns for ever [*or, as the Case may be*] during all the Remainder of my [*or, our*] Term, Estate, or Interest in the said Premises. In Witness whereof I [*or, we*] have hereunto set my Hand and Seal [*or, our Hands and Seals*], this Day of in the Year of our Lord One thousand eight hundred and .

XI. And be it further enacted, That it shall and may be lawful for the said Company to sell and dispose of, and by Indenture or Indentures under their Common Seal, to grant and convey by way of absolute Sale in Fee Simple for a Consideration in Money, all or any Part or Parts of the Lands, Tenements, or Hereditaments which may have been so purchased, and which shall not be wanted for the Purposes of this Act; and upon Payment of the Money which shall arise by or from the Sale or Sales of such Lands, Tenements, or Hereditaments, or of any Part or Parts thereof, it shall and may be lawful for the Treasurer for the Time being to the said Company, to sign and give a Receipt or Receipts for the Money for which the same shall be sold; which Receipt or Receipts shall be a sufficient Discharge or sufficient Discharges to any Person or Persons for the Money therein and thereby expressed or acknowledged to be received; and such Person or Persons having *bonâ fide* paid the same, shall not afterwards be answerable or accountable for any Loss, Misapplication or Nonapplication of such Purchase Money, or any Part thereof.

Re-sale of
Lands not
wanted.

XII. And be it further enacted, That the Capital or Joint Stock of the said Company, to be applied and used in carrying on the Undertaking and Purposes aforesaid, shall not exceed in the Whole the Sum of Twelve thousand Pounds Sterling, and that the said Sum of Twelve thousand Pounds shall be divided into Shares of Fifty Pounds Sterling each, and that the Shares in the said Undertaking, and in the net Profits and Advantages thereof, shall be deemed Personal Estate, and not of the Nature of Real Property, and as such Personal Estate shall be transmissible accordingly: Provided always, that in addition to the said Capital already subscribed, it shall be lawful for the said Company from Time to Time, when they shall find it necessary, to raise by way of Loan or Security of the Property and Effects belonging to the said Company, or by raising and creating new and additional Shares in the said Concern, or by both of the said Ways and Methods, any further Sum or Sums of Money for the Purposes of the said Undertaking, not exceeding in the Whole or Aggregate the Sum of Three thousand Pounds; and in case it shall at any Time or Times be deemed advisable by the said Company to raise any Part or Parts of the said further Sum of Three thousand Pounds, by the Creation of new and additional Shares in the said Concern, then it shall be lawful for the said Company to raise the same amongst themselves, in such Proportion as to them shall seem meet, and for such Purpose to create such Number of new and additional Shares of Fifty Pounds each as may be deemed expedient; and every Subscriber towards raising such further Sum by Shares, shall be a Proprietor in the said Undertaking, and stand interested in all the Profits, Privileges, and Advantages in the said Undertaking, and shall be liable to the like Burthens in Proportion to the Amount of his or her Subscription, and generally and extensively to all Intents and Purposes as if the same had been originally Part of the said Capital Stock of Twelve thousand Pounds; and in case it shall at any Time or Times be deemed advisable by the said Company

Joint Stock
not to exceed
12,000*l.* in
Shares of 50*l.*
each, and to
be Personal
Estate.

Company to raise any Part or Parts of the said further Sum of Three thousand Pounds by way of Loan, then it shall be lawful for the said Company, or their said Committee of Management for the Time being, by and with the Advice and Direction of any General Assembly of the said Company, to borrow and take up the same at Interest for the Use of the said Company, and thereupon by Writing under their Common Seal, to assign all or any Part of the Property and Effects of the said Company, to such Person or Persons as shall lend or advance any such Money, or to his, her, or their Trustee or Trustees, as a Security for the Principal Money to be advanced, together with lawful Interest for the same; and the Charges and Expences of such Assignment (to be made as herein-after mentioned) shall be from Time to Time defrayed by the said Company out of the Money so borrowed, and every such Assignment shall be in the Words or to the Effect following; (that is to say);

WE, the *Canterbury Gas Light and Coke Company*, acting in pursuance of an Act passed in the Third Year of the Reign of King *George* the Fourth, intituled [*here set forth the Title of this Act,*] in Consideration of the Sum of _____ advanced and lent to the said Company by _____ of _____ in the County of _____ for the Purposes of the said Act, do hereby grant and assign unto the said _____ [*or,*] his Trustee or Trustees, [*as the Case may be,*] his [*or,*] her or their Executors, Administrators, and Assigns, such Proportion of the Property and Effects belonging to the said Company as the said Sum of _____ doth or shall bear to the whole Sum which may at any Time be borrowed by virtue of the said Act, to be had and holden from the Day of the Date hereof, until the said Sum of _____ with Interest after the Rate of _____ *per Centum per Annum* for the same, shall be fully paid and satisfied. In Witness whereof we the said Company have hereunto set our Common Seal, the _____ Day of _____ in the Year of our Lord One thousand eight hundred and _____

And such Security shall be good, valid, and effectual in the Law, and shall entitle the Person or Persons to whom the same shall be made, his, her, or their Executors, Administrators, or Assigns, to the Payment thereof, and to all Profits and Advantages thereof, according to the Form of Words of such Assignment, and the true Intent and Meaning of this Act.

Power of transferring Assignments in a prescribed Form.

XIII. And be it further enacted, That it shall and may be lawful to and for the several Persons entitled to any of the Securities for the Money to be borrowed as aforesaid, and their respective Executors, Administrators, or Assigns (as the Case may be) at any Time by Writing under their respective Hands and Seals, to transfer such Securities to any Person or Persons whomsoever; and every such Transfer shall be in the Words or to the Effect following; (that is to say),

I *A. B.* [*or, we, as the Case may be,*] being entitled to the Sum of _____ under or by virtue of an Assignment, bearing Date the _____ Day of _____ under the Common Seal of the *Canterbury Gas Light and Coke Company*, in pursuance of _____ an

and Certificates of their Shares delivered to them.

several Persons who shall have subscribed for, or may at any Time hereafter be entitled to a Share or Shares in the said Undertaking, with the Number of such Share or Shares, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered by their Clerk in a Book to be kept for that Purpose; and after such Entry a Certificate under the Common Seal of the said Company, shall be delivered to every Proprietor upon Demand, specifying the Share or Shares to which he or she is entitled in the said Undertaking; and such Certificate shall be admitted in all Courts whatsoever as Evidence of the Title of such Proprietor, his or her Executors, Administrators, or Assigns, to the Share or Shares therein specified; but the Want of such Certificate shall not hinder or prevent the Owner from selling or disposing of his Share or Interest in the said Undertaking.

Regulations for the General Meetings of the Company.

XVII. And be it further enacted, That the Affairs and Concerns of the said Company shall be conducted and managed, under and subject to the several Rules and Regulations herein-after contained; (that is to say), the Proprietors of Shares in the said Undertaking shall and they are hereby required to assemble together at some Place within the said City of *Canterbury*, or within One Mile thereof, at Eleven of the Clock in the Forenoon, within Twenty-one Days after the passing of this Act, or as soon after as conveniently may be, and shall then and there proceed in the Execution of this Act, and shall and may adjourn to or assemble at the same Place, and at such other Times as shall be duly appointed in Manner herein-after mentioned; and every such Assembly shall be styled a General Meeting, and Two such Meetings shall be held in every Year on the Third *Thursday* in the Month of *January*, and the Third *Thursday* in the Month of *July*, which shall be styled Half-yearly General Meetings, and that at least Ten Days previous Notice shall be given of each Half-yearly General Meeting, and that Ten or more of the said Proprietors, holding collectively Fifty Shares at the least, may from Time to Time, by Notice in Writing under their Hands, call a Special General Meeting, so as the Object for which such Special General Meeting shall be called be expressed in such Notice, and so as such Notice be given Ten Days at least before the Day of Meeting; and that every such General Meeting may be adjourned from Time to Time, as shall be found expedient, and that at least Ten Days previous Notice of the Day to which any General Meeting shall be adjourned be given; and all Questions shall be decided by a Majority of Votes of the Proprietors present, and not declining to vote, the Number present not being less than Ten, according to their respective Number of Shares; or in case of Infancy or Lunacy, then by his, her, or their Guardian or Guardians, Committee or Committees; and every Proprietor shall be entitled to One Vote for and in respect of every Share of which he shall be possessed, so that no Proprietor shall be entitled to vote for or in respect of more than Ten Shares; and every Proprietor of Shares in the said Undertaking shall also, under and subject to the Rules and Regulations aforesaid, have and be entitled to an additional Vote or additional Votes, for or in respect of such Share or Number of Shares, exceeding Ten Shares, as shall devolve or become vested in him or her by Bequest, Marriage, or Death; nor shall any Person be entitled to vote at any General or Special Meeting of the said Company, or any Adjournment thereof, in respect of any Share or Shares which he or she may possess in the said Undertaking, unless such Person shall have fully paid

paid and satisfied all Arrears of Money which shall or may have become due, in pursuance of any Call or Calls made or to be made by the Committee of Management, for or in respect of such Share or Shares; nor shall any Person vote at any of the said Meetings of the said Company, upon any Question or Questions relating to the Concerns of the said Undertaking, in which such Person or Persons shall be interested, otherwise than as a Subscriber or Subscribers, Proprietor or Proprietors, to or of the said Undertaking; and that, upon any Difference of Opinion, any Proprietor present may require the Votes at any General or Special Meeting of the said Company to be taken by Ballot, but no Ballot shall be kept open for more than Two Hours, and that the Chairman of every such Meeting shall be entitled to vote; and in case the Number of Votes, including the Chairman's Vote, shall be equal, such Chairman shall also have the casting Vote; and if at any General or Special Meeting a sufficient Number of Proprietors to act shall not assemble, and proceed to Business in One Hour from the Time appointed for such Meeting, or if the Number of Ten Proprietors be not present when any Business shall be to be decided upon, the Meeting shall adjourn to the same Day in the following Week, or to some other Day, to be appointed by the Members present at such Meeting (Five Proprietors only being hereby declared sufficient for the Purpose of Adjournment,) or in Default thereof, by the Committee of Management, or any Three or more of them.

XVIII. Provided always, and be it further enacted, That all Notices herein-before directed to be given of any General Meetings or Adjournments respectively, and all Notices to be given to any of the said Proprietors, upon any particular Occasion, and not hereby otherwise provided for, shall be given to the said several Proprietors, or to such individual Proprietors respectively, by Letters from the Clerk of the said Company, sent by the Post to each and every of the said Proprietors entitled to vote at such Meetings respectively, or to the individual Proprietors entitled to such Notice (as the Case may be), and that the same Notices shall be deemed and considered the same as personal Notices.

Notice of Meetings, &c. to be given by the Clerk of the Company.

XIX. And be it further enacted, That the said Company shall have full Power and Authority from Time to Time, at any of their General Meetings, to make such Rules, Orders, and Bye Laws, as to them shall seem meet and proper for the good Government of the said Undertaking, and for regulating the Proceedings of the Committee of Management, and for the regulating of all Officers, Workmen, and Servants to be employed in and about the Affairs and Business of the said Company, and for the Superintendence and Management of the said Undertaking in all respects whatsoever; and from Time to Time to alter or repeal such Rules, Orders, and Bye Laws, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against such Rules, Orders, and Bye Laws, or any of them, not exceeding the Sum of Five Pounds for any one Offence, as to the said Company, at a General Meeting, shall seem meet and expedient; and all Rules, Orders, and Bye Laws, so made as aforesaid, being reduced into Writing, and a Common Seal of the said Company thereto affixed, shall be binding upon all Persons, and shall be sufficient in any Court of Law or Equity to justify all Persons who shall act under the same: Provided always, that such Rules, Orders, and Bye Laws, be not repugnant

General Meetings may make Bye Laws.

to

to the Laws of that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or any of the express Directions or Provisions of this Act, or to the Provisions of any Act now in force, or hereafter to be enacted for regulating the several Streets, Pavements, Roads, Highways, or Paths, through or upon which the Main Pipes and other the necessary Apparatus whatsoever of the said Company may be laid: Provided also, that Copies thereof shall be printed and fixed and continued in the Office of the Clerk, and on some other Building of the said Company; and all such Rules, Orders, and Bye Laws, shall be subject to Appeal in Manner by this Act directed.

Power to
appoint a
Treasurer or
Treasurers.

Treasurer,
&c. to give
Security.

XX. And be it further enacted, That it shall be lawful for the said Company, at any General Meeting of the said Company, to nominate and elect by Ballot, and to appoint under the Common Seal of the said Company, any Person or Persons to be Treasurer or Treasurers, Clerk or Clerks, or other Officer or Officers, and from Time to Time to remove any such Treasurer or Treasurers, Clerk or Clerks, or other Officer or Officers of the said Company, and to nominate, elect, and appoint another Person or Persons in his or their Room or Stead: Provided always, that the said Company shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer, Clerk, Receiver, or Collector for any of the Purposes of this Act, for the faithful Execution of their respective Offices, before they shall enter thereupon respectively.

Treasurer
not to issue
Money with-
out an Order.

XXI. And be it further enacted, That the Treasurer or Treasurers, or other Officer or Officers to be appointed by the said Company, shall not issue any Sum or Sums of Money on account of the said Company, without an Order or Orders in Writing signed by Three or more of the said Committee, and that the Receipts of the said Treasurer or Treasurers for all Monies payable to him or them on account of the said Company, shall be sufficient Discharges for the same.

Committee
of Manage-
ment.

XXII. And be it further enacted, That at the First General Meeting of the said Company, or at some Adjournment thereof, a Chairman, Deputy Chairman, and Five other Members of the said Company shall be elected and chosen a Committee of Management for managing the Affairs of the said Company, and such Committee of Management shall continue in Office and be respectively Members of the said Committee, until the Half-yearly Meeting which shall be held in the Month of *January* next after the first Appointment of such Committee, or until others or another shall be appointed in their or any of their Stead, in pursuance of this Act; and at the said Half-yearly Meeting, or at some Adjournment thereof, and also at the Half-yearly Meeting to be held in *January* in every succeeding Year, or at some Adjournment thereof, a new Chairman, Deputy Chairman, and Committee of Five Members, shall from Time to Time be elected and appointed out of the Proprietors of Shares in the said Undertaking, to be the Committee of Management for managing the Affairs of the said Company, who shall continue in their Offices until the next yearly Appointment of a Chairman, Deputy Chairman, and Committee of Management as aforesaid, or until other or another shall be duly elected into their or any of their Places, under the Provision herein-after in that Behalf contained: Provided that nothing
herein

herein contained shall render the Chairman, Deputy Chairman, or any One of the Committee whose Office shall have expired, ineligible to be re-elected a Chairman, Deputy Chairman, or Committee-man, if otherwise duly qualified: Provided also, that no Person shall be qualified to be elected, nor to serve or act as a Member of the said Committee, who shall hold any Place of Profit under the said Company, or who shall be concerned or interested in any Contract or Contracts under this Act, or who shall offer to take, or succeed in taking, or shall participate in any Manner in any Work to be done for the said Company, whether by Contract or otherwise, or who shall be a Dealer either directly or indirectly, in any one of the Articles to be provided or manufactured by the said Company.

XXIII. And be it further enacted, That when and so often as any Chairman, Deputy Chairman, or Member of the Committee of Management to be elected by virtue of this Act, shall die or become disqualified, or shall refuse or neglect for the Space of Six Calendar Months to attend the Meetings of the said Committee, it shall be lawful for the said Company, at any General or Special Meeting to be called or held pursuant to the Directions of this Act, to elect some other Proprietor to be a Chairman, Deputy Chairman, or Member of the said Committee; and every such Proprietor so elected to fill any such Vacancy shall continue in his Office as Chairman, Deputy Chairman, or a Member of the said Committee, so long as the Person in whose Place or Stead he was elected, would have been entitled to have continued, if such Death, Disqualification, Refusal, or Neglect had not happened.

For supplying Vacancies in Committee.

XXIV. Provided always, and be it further enacted, That no Person shall be eligible to be elected one of the Committee for managing the Affairs of the said Undertaking, unless at the Time of the Election he shall be entitled to Two Shares in the said Undertaking.

No Person to act as Committee-man unless possessed of Two Shares.

XXV. And be it further enacted, That the said Committee of Management shall and they are hereby required to hold their Meetings at some Place within the said City of *Canterbury*, or within One Mile thereof, at such Times, and adjourn their Meetings from Time to Time, as they shall think fit; and all Questions, Matters, and Things which shall be proposed, discussed, or considered by the said Committee of Management at any of their Meetings, shall be decided and determined by the Majority in Number of the Members then present, the Number present not being less than Three, the Chairman or Deputy Chairman being one of them; and in case of an equal Number of Votes upon any Question, including the Vote of the Chairman for the Time being, such Chairman shall have the decisive and casting Vote; and that if on the Day appointed for any Meeting of the said Committee, Three Members qualified to vote shall not attend, that then and in every such Case the Meeting shall be adjourned to the next Day, if not a *Sunday*, and if the next Day shall be a *Sunday*, then to the *Monday* following, by the Member or Members then present, or if none be present, then by the Clerk of the said Company, or such other Person as shall attend in his Place; and that any Three or more Members of the Committee may at any Time when they shall think fit, call a Meeting of the Committee by Notice in Writing

Meeting of the Committee, and Regulations for their Proceedings.

[Local.]

12 C

signed

signed by such Three or more Members, to be sent by the Post or otherwise, to the Residence or Address of every Member of such Committee.

Notice of Committee Meetings to be given to the Clerk to the Commissioners of Pavement. Committee of Management to meet upon Ten Days Notice from Commissioners of Pavement.

XXVI. Provided always, and be it further enacted, That the Clerk to the said Company shall, and he is hereby required to send to the Office of the Clerk to the Commissioners acting under the said recited Act of the Twenty-seventh Year of the Reign of His said late Majesty, a Notice in Writing signed by such Clerk to the Company, of the Days and Times of holding all and every Meeting and Meetings of the said Committee of Management: And provided also, that if at any Time the said Commissioners acting under the said recited Act shall think fit, and require to communicate with the said Committee of Management, the said Committee shall and they are hereby required, upon receiving Ten Days Notice in Writing from the Clerk to the said Commissioners, to hold a Meeting of the said Committee of Management, to receive any Communication from the said Commissioners, or their Clerk, or other Person duly authorized by them to make the same.

Power of Committee.

XXVII. And be it further enacted, That the Committee of Management for the Time being, shall have the Custody of the Common Seal of the said Company, and shall have full Power and Authority to meet and adjourn from Time to Time as aforesaid, and also at any Time to call Special General Meetings of the said Company for any Purpose they may think proper, and to direct the Affairs and Business of the said Undertaking, as well in issuing, receiving, or laying out and disposing of all Sums to be issued or received, laid out, or disposed of for the Purposes of the same, as in contracting for and purchasing Messuages, Lands, Tenements, Hereditaments, Materials, Goods and Chattels for the Use of the said Undertaking, and in making and entering into Contracts or Agreements for lighting of the said City of *Canterbury*, and the several Streets, Roads, and Places adjacent thereto, or of any such Squares, Market Places, Lanes, Ways, and public or private Houses or Buildings as aforesaid, and in ordering, directing, or employing the Works and Workmen of the said Company, and in selling and disposing of all Articles produced as aforesaid, and in making, enforcing, and rescinding all Contracts and Bargains touching or in anywise concerning the same, subject to such Orders, Bye-Laws, Rules, and Regulations, as shall at any Time be duly made by the said Company, in Restraint, Controul, or Regulation of the Powers and Authorities by this Act granted.

Same Person not to act as Clerk and Treasurer.

XXVIII. Provided always, and be it further enacted, That it shall not be lawful for the said Company to appoint the Person who may be appointed to act as their Clerk in the Execution of this Act, or the Partner of any such Clerk, the Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of any such Treasurer, the Clerk to the said Company; and if any Person shall act in both Capacities as Clerk and Treasurer for the Purposes of this Act, or if any Person, being the Partner of any such Clerk, shall act as Treasurer, or being the Partner of any such Treasurer shall act as Clerk in the Execution of this Act, every such Person shall for every such Offence forfeit and pay the Sum of Fifty Pounds to any Person or Persons who shall sue for the same, to be recovered, with full Costs of Suit, in any
of

of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparance shall be allowed.

XXIX. And be it further enacted, That the Orders and Proceedings of every Meeting, as well of the Company as of the managing Committee, shall be entered by the Clerk in a Book or Books to be kept for that Purpose; and such Orders and Proceedings so entered and signed by the Clerk of the said Company, or by the Chairman of each respective Meeting, shall be deemed and taken to be original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others; and that no Business shall be transacted at any Special General Meeting besides the Business for which it shall have been called, and no other Business shall be transacted at any adjourned Special General Meeting than the Business left unfinished at the Meeting from which such Adjournment took place.

Proceedings to be entered.

XXX. And be it further enacted, That whenever Two or more Persons shall be jointly possessed of or entitled to any Share or Shares in the said Undertaking, the Person whose Name shall stand first in the Books of the said Company, as a Proprietor of such Share or Shares, shall, for the Purposes of this Act, be deemed and taken to be the Owner or Proprietor of such Share or Shares; and all Notices required to be given to the Owner or Proprietor of any Share or Shares in the said Undertaking, shall and may be given to such Person whose Name shall so stand first in the Books of the said Company; and such Notice to such Person shall be deemed and taken to be a Notice to all the Owners or Proprietors of such Share or Shares, for all the Purposes for which such Notice is intended to be given to the Owner or Proprietor of any such Share or Shares, and such Owners or Proprietors shall be entitled to give their Votes in respect thereof, by the Person whose Name shall stand first in the Books of the said Company as a Proprietor of such Share or Shares, and his Vote shall on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share or Shares, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share or Shares.

The Person whose Name stands first for divided Shares to be deemed the Owner, and entitled to vote.

XXXI. And be it further enacted, That any Proprietor of any Share or Shares in the said Company's Stock, entitled to vote in respect of such Share or Shares, at any General or Special Meeting of the said Company, shall have full Power and Authority to give his or her Vote or Votes at any such General or Special Meeting as aforesaid, either in Person or by Proxy, every such Proxy being a Proprietor in the said Undertaking: Provided nevertheless, that no one Person shall deliver in Proxies for more than Three Proprietors, and the Appointment of such Proxies may be made in the Form or to the Effect following; (that is to say),

Power for the Proprietors to vote by Proxy.

‘ I *A. B.* of *One of the Proprietors of the Canterbury*
 ‘ Gas Light and Coke Company, do hereby nominate, constitute, and
 ‘ appoint *C. D.* of *to be my Proxy, in my Name and in*
 ‘ my Absence to vote or give my Assent to or Dissent from any Busi-
 ‘ ness, Matter, or Thing relating to the said Undertaking, that shall be
 ‘ mentioned

Form of the Appointment of Proxies.

mentioned or proposed at any General Meeting of the said Company, in such manner as he the said C. D. shall think proper, according to his Opinion and Judgment, for the Benefit of the said Undertaking, or any Thing relating thereto. In Witness whereof I have hereunto set my Hand, the Day of One thousand eight hundred and

Committee
to make
Calls.

XXXII. And be it further enacted, That the Committee of Management for the Time being shall have full Power at any Time or Times to make such Call or Calls upon the several Proprietors of the said Undertaking, their Executors, Administrators, Successors, or Assigns, for the Amount of the Subscriptions for their respective Shares, in such Instalments as such Committee shall from Time to Time deem requisite or necessary for the Purposes of the said Undertaking; and every Order for a Call shall be signed by the Chairman or Deputy Chairman of the said Committee of Management for the Time being, and Two other of the Members of the said Committee at least, present at some Meeting of the said Committee duly held; and the several Sums of Money so to be called for shall be paid into the Hands of the Treasurer to the said Company for the Time being, at such Time and Place as shall be appointed by such Committee, of which Time and Place Fourteen Days previous Notice shall be given, in such manner as the said Committee shall direct or appoint in that Behalf; and if any Person or Persons shall neglect or refuse to pay his, her, or their Proportion of the Money so to be called for by the Space of Six Weeks next after the Time appointed for Payment thereof, together with lawful Interest for the same from such appointed Time of Payment, then and in such Case it shall and may be lawful to and for the said Company, at some Half-yearly General Meeting to be held after such Neglect or Refusal, to declare all and every or any of the Share or Shares of such Person or Persons so neglecting or refusing as aforesaid, to be forfeited, and from thenceforth the said Share or Shares so declared to be forfeited, and all the Profit and Benefit thereof, and all Money theretofore advanced on account thereof, shall be vested in the said Company, their Successors and Assigns, to and for the Uses and Purposes herein-after mentioned.

On Non-
payment of
Calls Shares
to be for-
feited.

For ascer-
taining the
Proprietor-
ship of Shares
in certain
Cases.

XXXIII. And whereas, in case any original Holder or Proprietor of One or more Share or Shares in the said Undertaking shall die or become insolvent or bankrupt, or shall transfer his or her Right or Interest to some other Person or Persons, and no Register shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of any Officer acting for the said Company to ascertain who is or are the Owner or Proprietor or Owners or Proprietors of such Share or Shares, in order to give him, her, or them, or his, her, or their Executors, Administrators, Successors, or Assigns, Notice or Notices of Calls to be made on such Share or Shares, or to maintain any Action or Actions, Suit, or other Proceedings against him, her, or them, or his, her, or their Executors, Administrators, Successors, or Assigns, for the Recovery of the same, or for the Purpose of safely paying to him, her, or them, or his, her, or their Executors, Administrators, Successors, or Assigns, the Interest or Dividends to which he, she, or they may be entitled by virtue thereof; be it therefore enacted, That in all Cases where the Right and Property in One or more Share or Shares in the

said Undertaking, shall pass from the original Subscriber or Subscribers, or any other Proprietor or Proprietors thereof, to any other Person or Persons, by any other legal Means than by a registered Transfer thereof, in the Form and Manner herein-after specified, an Affidavit shall or may be made and sworn to by One credible Person before a Master or Master Extraordinary of His Majesty's High Court of Chancery, or One of His Majesty's Justices of the Peace, stating the Manner in which such Share or Shares hath or have passed to such other Person or Persons, his, her, or their Executors, Administrators, Successors, or Assigns, and such Affidavit shall be delivered to the Clerk of the said Company, to the Intent that he may enter and register the Name or Names of every such other Proprietor or Proprietors in the Register Book, or List of Subscribers and Proprietors of the said Undertaking, to be kept in the Office of the Clerk to the said Company, and in all or any of the said Cases, after Thirty Days Notice in Writing shall have been given by the said Clerk to the Owner or Owners, or Person or Persons appearing by such Affidavit to be Owner or Owners thereof, or left at his, her, or their last or usual Place of Abode, to pay his, her, or their Proportion of Money so to be called for; and if such Person or Persons, his, her, or their Executors, Administrators, Successors, or Assigns, shall not have paid his, her, or their Proportion as aforesaid, it shall be lawful for the Subscribers and Proprietors at any Half-yearly General Meeting, after the Expiration of such Notice, to declare the same Share or Shares to be forfeited; and that in such Case the same, and all the Profit and Benefit theretofore, and all Money theretofore advanced on account thereof, shall be vested in the said Company, their Successors and Assigns, to and for the Use and Purposes herein-after mentioned.

XXXIV. Provided always, and be it enacted, That no Share or Shares of any Person or Persons of and in the said Undertaking, shall be forfeited, or vest in or accrue to the said Company, until Notice shall have been published in some One or more of the Newspapers published at *Canterbury*, or in case no Newspaper shall be published at *Canterbury* at the Time, then in *The London Gazette*, Ten Days at least before the holding of such General Meeting, in which Notice shall be contained a Statement and Account of the Money due from such Person or Persons, for such Call or Calls, in respect of his, her, or their Share or Shares in the said Undertaking, exclusive of the Interest thereon; and no such Share or Shares shall be forfeited to or vested in the said Company, if the Owner or Owners of such Share or Shares, or the Person or Persons appearing by such Affidavit or Affidavits to be Owner or Owners of such Share or Shares, shall, before the holding of such General Meeting, pay what shall be due thereon for such Call or Calls as aforesaid, and legal Interest for the same, and all the Expences attending the Application for and advertizing of the same as aforesaid.

No Share to be forfeited unless published in a Newspaper.

XXXV. And be it further enacted, That when any Share or Shares of the said Undertaking shall by virtue of this Act have become forfeited to or become vested in the said Company as aforesaid, then and in every such Case it shall and may be lawful to and for the said Company, or their Committee for the Time being, and they are hereby authorized and empowered, from Time to Time to sell or cause to be sold by public

Company empowered to sell Shares become forfeited.

[Local.]

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Auction

If the Purchase Money for such Shares shall be more than sufficient to pay the Ar-rears of Calls and Interest and Expences thereon, the Surplus to be paid to the Owner on Demand. Shares un-sold to revert to the former Owners.

Auction or private Contract, and by Writing under the Common Seal of the said Company, to assign and transfer such and so many of the Share or Shares of such Defaulter or Defaulters as the said Company or their Committee shall from Time to Time find necessary and direct to be sold unto such Person or Persons as shall become the Purchaser or Purchasers thereof, his, her, or their Executors, Administrators, and Assigns, and such Assignments and Transfers shall be good, valid, and effectual against the Owner or Owners of every such Share or Shares so forfeited to or vested in the said Company, and sold as aforesaid, and all Persons claiming under him, her, or them: Provided always, that in case the Money produced by the Sale of any such Share or Shares shall be more than sufficient to pay all such Arrears of Calls as aforesaid, and legal Interest thereon, and the Expences attending the Sale or Sales, the Surplus of such Money shall be paid on Demand to the Person or Persons to whom such Share or Shares shall have belonged, or shall appear by such Affidavit or Affidavits to have belonged: Provided also, that the said Company or their Committee shall not, by virtue of this Act, sell or transfer, or direct to be sold or transferred, any more of such Shares of such Defaulter or Defaulters than shall be sufficient, as near as may be at the Time of such Call, to pay the Arrears due from such Defaulter or Defaulters for or on account of such Call or Calls, and the Interest and Expences attending the same; and from and after Payment of all and every of such Call or Calls, and the Interest and Expences as aforesaid, any Share or Shares vested in the said Company as aforesaid, which shall remain in their Hands unsold, shall revert to and again become the Property of the Person or Persons to whom such Share or Shares shall have belonged immediately before such Forfeiture as aforesaid, in such manner as if such Calls had been duly and regularly paid.

Executors and Administrators indemnified in paying Calls.

XXXVI. And be it further enacted, That if any Person or Persons, Proprietor or Proprietors of any Share or Shares in the said Undertaking, shall die before such Payment shall have been made by him, her, or them, of the full Sum so to be called for, in respect thereof as aforesaid, without having made any sufficient Provision by Will or otherwise, how such Share or Shares shall be disposed of, and how the future Calls in respect thereof shall be answered, then and in such Case the Executors or Administrators of such Proprietor or Proprietors, and the Trustee or Trustees, Guardian or Guardians of any Infant or other Person entitled to the Estate and Effects of such Proprietor or Proprietors, shall be indemnified against such Infant and all other Persons whomsoever, for paying any Money which shall be called for as aforesaid, in respect of the Share or Shares of such deceased Proprietor or Proprietors.

Company not to sue the original Proprietors for any Calls upon forfeited Shares.

XXXVII. Provided also, and be it enacted, That nothing herein contained shall empower the said Company to sue the original Proprietor or Proprietors of any Share or Shares which shall be declared to be forfeited, in Manner and according to the Tenor, true Intent, and Meaning of this Act, except as to any such Share or Shares as shall revert as herein-before directed, for any Call or Calls for Money subsequent to the Declaration of such Forfeiture; but when any such forfeited Share or Shares shall be sold, the Purchaser or Purchasers thereof shall be liable to the future Calls,

Calls, in the same Manner, as if he, she, or they had been the original Proprietor or Proprietors of such Share or Shares.

XXXVIII. And be it further enacted, That it shall be lawful for the several Proprietors of the said Undertaking, or their respective Executors, Administrators, Successors, and Assigns, to sell and transfer any Share or Shares of which they shall respectively be possessed; and every such Transfer shall be in the Form, or to the Effect following; (that is to say),

Shares may be transferred.

I of the Sum of of in consideration paid to me by Form of Transfer.
 do hereby bargain, sell, assign, and transfer to the said the Sum of Capital Stock of and in the Undertaking called "The Canterbury Gas Light and Coke Company," being my Share [or, Shares,] Number [or, Numbers] therein, to hold to the said Executors, Administrators and Assigns, subject to the same Rules, Orders, and Restrictions, and on the same Conditions as I held the same immediately before the Execution hereof; and I the said do hereby agree to take and accept the said Share [or, Shares] subject to the same Rules, Orders, Restrictions, and Conditions; as witness our Hands and Seals, this Day of in the Year of our Lord One thousand eight hundred and

And every such Transfer shall be registered in the Books of the said Company, by an Entry of the Date and Names of the Parties, and the Number of Shares transferred, for which Entry or registering the Sum of Two Shillings and Sixpence, and no more, shall be paid to the Clerk or other Officer making the same, by the Person at whose Request such Registry shall be made, and a Copy of such Register signed by the Clerk or other such Officer of the said Company, shall be sufficient Evidence of every such Sale and Transfer, and shall be accounted as such in all Disputes, and in all Trials before any Court, and by all Judges, Justices, and others in the United Kingdom; and that until such Transfer shall be entered or registered in the Books of the said Company as aforesaid, no Purchaser or Purchasers of any Share or Shares in the said Undertaking, or in the Profits and Advantages thereof, or his, her, or their Executors, Administrators, Successors, or Assigns, shall receive any Interest or Dividend for or in respect of such Share or Shares so purchased, nor be entitled to vote at any Meeting or Meetings as Proprietor or Proprietors of the said Undertaking.

Transfer to be registered.

XXXIX. Provided always, and be it further enacted, That no Person or Persons shall sell or transfer any Share or Shares which he, she, or they shall possess in the said Undertaking after the Day appointed for the Payment of any Call for Money, until the Money so called for in respect of his, her, or their Share or Shares intended to be sold, shall be paid; and that until such Money so called for shall be paid in

No Share to be sold after a Call until the Money is paid.

in respect of such Share or Shares intended to be sold, such Sale or Transfer of any Share or Shares shall be void, and such Share or Shares shall be liable to Forfeiture under the Provisions herein-before contained, in such and the same Manner as if no such Sale or Transfer had been made.

Accounts to
be settled
Half-yearly.

Meetings to
declare Divi-
dends.

XL. And be it further enacted, That any Half-yearly General Meeting, or any General Meeting especially called for the Purpose, shall have full Power to call for, examine, and settle the Accounts of the said Company; and that at every Half-yearly General Meeting, or some Adjournment thereof, a Dividend or Dividends shall be made out of the Interest, Profits, or Advantages of the said Undertaking, unless such Meeting shall declare otherwise; and such Dividend shall be at and after the Rate of so much *per Centum* for every Share upon all and every the Sum and Sums of Money paid to the said Company by the said Subscribers, their Successors, Executors, Administrators, or Assigns, as such Meeting or Meetings shall think fit to appoint and determine; provided that no Dividend shall be made whereby the Capital of the said Company shall in any degree be reduced or impaired; nor shall any Dividend be paid in respect of any Share or Shares, after a Day appointed for Payment of any Call for Money in respect thereof, until such Call shall have been paid, and that the Committee of Management who shall make any such Dividend shall be personally responsible to the Proprietors, and also to the Creditors of the said Company, for any Injury which may arise therefrom.

Commission-
ers of Pave-
ment not to
vote upon
Questions
relating to
Gas.

XLI. Provided always, and be it further enacted, That no Person being a Proprietor of the said Gas Light Company shall be entitled to be present and to vote at any Meeting of the said Commissioners acting under the said recited Act of the Twenty-seventh Year of the Reign of His late Majesty King George the Third, upon any Question which shall arise relative to any Contract entered into between the said Commissioners and the said *John Gostling*, or to be entered into between the said Commissioners and the said Gas Light Company, for lighting the said City of *Canterbury*, and the several Streets and Roads adjacent thereto with Gas, or upon any other Question which shall relate to or in anywise concern the said Gas Light Company, upon pain of forfeiting for every such Offence the Sum of Fifty Pounds; and such Forfeiture or Penalty shall and may be sued for and recovered, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt, wherein no Essoign, Protection, Privilege, Wager of Law, nor more than One Impar lance shall be allowed.

Gas to be
supplied
cheaper than
Oil Light.

XLII. Provided always, and be it further enacted, That the said Company shall, and they are hereby directed and required, at the Requisition and with the Consent of the Commissioners for lighting the said City of *Canterbury*, to supply all the public Streets, Squares, Lanes, Passages, and other public Ways in the said City and adjoining thereto, with Gas of such Quality as shall at all Times afford a cheaper and better Light than could be obtained from Oil; and every Contract or Agreement which shall be entered into for lighting with
Gas

Gas any such public Street, Square, Lane, Passage, or Way, by the said Company, shall contain a Clause, providing that it shall be obligatory on the said Company that such Street, Square, Lane, Passage, or Way, shall at all Times be better and cheaper lighted by the said Company than could be done by Oil.

XLIII. Provided always, and be it further enacted, That the Branch or Service Pipes which shall be put up by the said Company for lighting the said City of *Canterbury*, and the several Streets, Roads, and Places adjacent thereto, any or either of them, under any Contract or Agreement with the said Commissioners or Trustees, or other Persons thereunto authorized, shall be kept fully charged with Gas, and the Stop Cocks shall be so formed and turned as not to impede or prevent the said Branch or Service Pipes being completely filled with Gas during the Time the same shall be lighted.

Service Pipes
to be kept
fully charged
with Gas.

XLIV. And be it further enacted, That it shall be lawful for the said Company and their Successors, and they are hereby fully authorized and empowered, subject to the Provisions and Restrictions herein mentioned, by their Servants, Agents, Workmen, and others, from Time to Time to make and erect such Retorts, Gasometers, Receivers, and other Buildings, Cisterns, Engines, Machines, and other Apparatus, Cuts, Drains, Sewers, Watercourses, Reservoirs, and other Works, and to sink and lay Pipes of such Construction, and in such Manner as the said Company shall think necessary or proper for carrying the Purposes of this Act into Execution; and also in a careful and workmanlike Manner, doing thereby as little Damage as may be, and placing and leaving the Ground and Pavement so broken up, in as good a State and Condition as it was in before it was broken up, and to break up the Soil, Pitchings, and Pavements of any Streets, Highways, Roads, Ways, Footpaths, Lanes, and Passages, within the said City of *Canterbury*, or adjacent thereto; and to dig and sink Trenches and Drains, and lay Mains or Pipes, and put Stopcocks, Syphons, Plugs, or Branches from such Pipes, in, under, across, and along such Streets, Highways, Roads, Ways, Footpaths, Lanes, and Passages, and in such Manner as shall be necessary for the Purpose of carrying this Act into Execution, or supplying any such Lights as aforesaid; placing and laying the Mains or Pipes in the Footpaths where the Roads are gravelled, and by the Side of the Curbstone, Watercourse, or Gutter, where the Road or Street is paved; and from Time to Time to alter the Position of, and to repair, relay, and maintain such Pipes, Stopcocks, Syphons, and Plugs or Branches, and also to carry, fit up, and furnish any Pipe or Pipes, Cocks, or Branches, or other necessary Apparatus from any Main or Pipe laid in any Street, Highway, Road, Way, Lane, Footpath, or Passage, by the said Company, by virtue of this Act, into a Dwelling House or Houses, Manufactories, public or private Buildings, for the Purpose of lighting the same from any of such Mains or Pipes; and to fix, place, and maintain any Apparatus or Convenience necessary or requisite, or deemed advisable for securing to any Dwelling House or Houses, Manufactories, public or private Buildings, a proper and competent Supply of Gas, or for measuring and ascertaining the Extent of such Supply; and also to alter or amend any Work which shall have been placed, when the same shall be

Power to
break up the
Soil and the
Pavements
of Streets.

bad and imperfect, or which shall be injured or damaged in such Dwelling House or Houses, Manufactories, public or private Buildings; and to do all such other Acts, Matters, and Things of the same or the like Nature, as shall from Time to Time be necessary and convenient for the Purposes of carrying this Act into Execution: Provided always, that a proper Compensation be made by the said Company of Proprietors, for any Damage to be done by the said Acts respectively; and provided also, that nothing herein contained shall extend, or be construed to extend, to authorize or empower the said Company or their Successors, to sink and make any such Cuts, Drains, Sewers, Watercourses, and Reservoirs, in any Situation or Direction where the same can, shall, or may interfere with any present or future public or private Drain, Sewer, or Well; nor to carry or lay any Pipe or Pipes, Cocks or Branches, from any Main or Pipe, against any Dwelling House or Dwelling Houses, Manufactories, public or private Buildings as aforesaid, or to continue the same without the Consent in Writing of the Owner and Owners, Occupier and Occupiers for the Time being of every such Dwelling House or Dwelling Houses, Manufactories, public or private Buildings as aforesaid; nor to authorize and empower the said Company to carry or lay any Pipe or Pipes through, in, or upon any private Lands or Grounds, without the previous Consent of the Owner and Owners, and Occupier and Occupiers thereof: Provided also, that the Soil, Pitchings, and Pavements of any Streets, Highways, Roads, Ways, Footpaths, Lanes, and Passages, within the present or future Jurisdiction of the said Commissioners for executing the said Act of the Twenty-seventh Year of His said late Majesty, be only broken up with the Consent of a Majority of such Commissioners present at a Public Board: Provided also, that all Works to be done or repaired within the Jurisdiction of such last-mentioned Commissioners, be done under the Inspection of their Surveyor, Emergencies excepted, such Emergencies to be certified by Three or more Commissioners: Provided also, that all other public Streets, Roads, and Highways, shall only be broke up with the Consent of a Majority of the Commissioners or Trustees of the same Streets, Roads, and Highways respectively present at a public Board, or with the Consent of a Majority of the Inhabitants of the Parishes or Places within which the same Streets, Roads, and Highways respectively lie, in Vestry assembled, when there are no Commissioners or Trustees of the same; and that the breaking up of such said Pitchings and Pavements shall be done under the Inspection of the Surveyor of the same Streets, Roads, or Highways; and provided also, that all private Roads or Ways shall only be broken up with the Consent of the Occupier and Occupiers, and Owner and Owners of the Soil thereof respectively.

Company to
remove Pipes,
&c. when
Tenants quit,
if required.

XLV. Provided always, and be it further enacted, That the said Company and their Successors shall, at their own Expence, on the Expiration or Determination of the Tenancy or Tenancies of any such Occupier or Occupiers so giving Consent as aforesaid, or within Fourteen Days after the Expiration or Determination of such Tenancy or Tenancies, upon receiving Notice in Writing for that Purpose, for or on behalf of the Owner or Owners, or the succeeding Occupier or Occupiers of any such Dwelling House or Dwelling Houses, Manufactories, public or private Buildings as aforesaid, remove, take, and carry away, or cause to be removed, taken, and carried away any Pipe or Pipes, Cocks or Branches

from any Main or Pipe which shall have been placed or laid by the said Company of Proprietors and their Successors, against any such Dwelling House or Dwelling Houses, Manufactories, public or private Buildings as aforesaid, pursuant to the Power for that Purpose herein-before contained; and repair and make good such Dwelling House or Dwelling Houses, Manufactories, public or private Buildings, against which the same shall have been so placed, any thing herein contained to the contrary thereof in anywise notwithstanding; and in Default thereof it shall and may be lawful to and for such Owner or Owners, or such new Occupier or Occupiers, as the Case may require, or any other Person or Persons acting under their, his, or her respective Authorities or Authority, to cause such Pipes, Cocks, or Branches to be removed, taken, and carried away, and the Dwelling House or Dwelling Houses, Manufactories, public or private Buildings where the same shall have been placed, to be repaired and made good, and the reasonable Costs and Charges for so doing the same shall be immediately paid by the said Company and their Successors, or their Treasurer for the Time being, to such Owner or Owners, Occupier or Occupiers, as the Case may require; provided nevertheless, that if such reasonable Costs and Charges be not paid within Ten Days next after Demand shall be made by such Owner or Owners, Occupier or Occupiers (Proof of such Demand being made by the Oath of One credible Witness before One or more of His Majesty's Justice or Justices of the Peace for the said City of *Canterbury*, or for the County of *Kent*, as the Case may be), all such reasonable Costs and Charges shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, together with the Costs and Charges of such Distress and Sale, by Warrant under the Hand and Seal or Hands and Seals of One or more Justice or Justices of the Peace of the said City of *Canterbury* or County of *Kent*, as the Case may be, and which Warrant such Justice or Justices is and are hereby empowered to grant; and such Costs and Charges shall be paid to such Owner or Owners, Occupier or Occupiers, as the Case may require.

XLVI. Provided also, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to authorize or empower the said Company, or any other Person or Persons whomsoever, to break, take up, or disturb the Ground, Stones, Soil, or Pavement in or of any Road or Highway within the Limits of this Act, without the Consent in Writing of the Commissioners, Trustees, or other Persons in whom the Superintendence, Property, or Controul of any such Road or Highway is by Authority of Parliament or otherwise howsoever vested, under the Hand or Hands of their proper Officer or Officers; and that all and every the Works, Matters, and Things at any Time hereafter to be done or performed by the said Company, or their Servants, Workmen, or others, in, upon, through, or over any such Road or Highways, shall be subject to the Provisions, Regulations, Penalties and Notices, and all and every the Powers, Authorities, Provisions, Rules, Directions, Forfeitures, Claims, Matters, and Things contained in any general Act or Acts of Parliament, or in any Act or Acts of Parliament for the making, amending, repairing, or improving any such Road or Highway, or otherwise relating thereto, as fully and effectually as if the same had been amply re-enacted herein.

To be subject to all Acts of Parliament relating to Roads.

XLVII. And

Situations of
Pipes, &c.
may be al-
tered if
Commission-
ers desire it.

XLVII. And be it further enacted, That if for the Purposes of the said recited Act of the Twenty-seventh Year of the Reign of His said late Majesty, or of any other Act or Acts passed or to be passed for regulating the several Streets, Roads, and Highways or Grounds through which the said Company shall lay their Main or other Pipes, it shall at any Time or Times hereafter be deemed necessary or expedient by the Commissioners, or of any Trustees of Turnpike Roads, Surveyors of Highways, or other Persons having Controul over the several Streets, Roads, and Highways through which the said Company shall lay their Main or other Pipes, to raise, sink, or otherwise alter the Situation of any of the Mains, Pipes, Stop Cocks, Plugs, or Branches which shall be laid down for the Purposes aforesaid, within the Jurisdiction of the same Commissioners, Trustees, Surveyors, or other Persons having Controul as aforesaid respectively, the said Company of Proprietors shall, at the Expence, Costs, and Charges of the said Commissioners, Trustees, Surveyors, or other Persons having Controul as aforesaid respectively, within Seven Days next after being required so to do by Notice in Writing to them given by the said Commissioners, Trustees, Surveyors, or other Persons having Controul as aforesaid respectively, signed by their Clerk, raise, sink, or alter such Mains, Pipes, Stop Cocks, Plugs, or Branches according to such Notice, in such Manner and in such Place or Places as the said Commissioners, Trustees, Surveyors, or other Persons having Controul as aforesaid respectively, shall think right or proper; and in Default thereof it shall be lawful to and for the said Commissioners, Trustees, Surveyors, or other Persons having Controul as aforesaid respectively, or their Surveyor, or any other Person or Persons acting by their Order or under their Authority (at the like Expence, Costs and Charges of the said Commissioners, Trustees, Surveyors, or other Persons having Controul as aforesaid respectively), to cause such Mains, Pipes, Stop Cocks, Plugs, or Branches to be raised, sunk, or altered as aforesaid, so that in either of the said Cases no Damage be done thereby to the said Company or their Successors, and so that they be not thereby prevented from or inconvenienced or obstructed in lighting any public or private Lamp or Lamps, unless such Damage or Obstruction, from the Circumstances of the Case, be unavoidable.

Situation of
Pipes, &c.
under private
Roads may
be altered if
Owners de-
sire it.

XLVIII. Provided also, and be it further enacted, That in case the said Company shall at any Time hereafter break up the Soil, Pitching, or Pavement of any private Road or Way, for the Purpose of laying any Main or Pipe along, under, or across the same, with the Consent of the Owner or Owners of the Soil, it shall be lawful, after the same shall have been so laid and placed, for such Owner or Owners at any Time or Times hereafter, if he, she, or they should deem it necessary or expedient, and at his, her, or their own Costs and Charges, to alter and vary the Position of such Pipe or Pipes, Main or Mains, and to relay the same, so that no Damage be done thereby to the said Company, and so that they be not thereby prevented from or obstructed in lighting any public or private Lamp, unless such Damage or Obstruction be unavoidable.

Company to
be remune-
rated for Loss

XLIX. Provided always, and be it further enacted, That if by the raising, sinking, or altering any of the said Pipes, Cocks, Plugs, or Branches

Branches, either by the said Commissioners or Trustees, or any such Owner or Owners as last-mentioned, any Damage, Loss, or Injury shall be done, accrue, or be sustained to or by the said Company, either by losing the lighting of any such public or private Lamp or Lamps as aforesaid or otherwise; then and in every such Case, such Damage, Loss, or Injury, to be fixed and ascertained by One or more Justice or Justices of the Peace for the said City of *Canterbury* or for the said County of *Kent* (as the Case may be), shall be made good to the said Company by the said Commissioners or Trustees, or by the said Owner or Owners (as the Case may be), as soon as Circumstances permit, and in Default of Payment thereof by any such Owner or Owners, for Ten Days after Demand shall be made by the said Company, or by their Clerk or Superintendant, Proof of such Demand being made by the Oath of One credible Witness, before One or more Justice or Justices of the Peace for the said City of *Canterbury*; or for the said County of *Kent* (as the Case may be), the same shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of such Owner or Owners, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal or Hands and Seals of One or more Justice or Justices of the Peace of the said City or County of *Kent* (as the Case may be), and which Warrant such Justice or Justices is and are hereby empowered to grant, and such Costs and Charges shall be paid to the said Company as the Case may require.

sustained by altering Pipes, &c. in certain Cases.

L. Provided always, and be it further enacted, That in case the Surveyor for the Time being of the said Commissioners or Trustees respectively shall refuse or neglect to attend to inspect any of the Works hereby directed to be done under his Inspection, and which shall have been consented to by the said Commissioners or Trustees respectively, after being thereunto required by Notice in Writing from the said Company or their Clerk, given to or left at the Place of Abode of the said Surveyor, the said Company are hereby fully authorized to do and perform such Works without the Inspection of such Surveyor; any thing herein contained to the contrary thereof notwithstanding.

Non-attendance of Surveyor of Commissioners not to retard the Works.

LI. Provided always, and be it further enacted, That the said Company in laying or repairing any such Mains, Pipes, Plugs, Cocks, Stop Cocks, Syphons, Branches, or other Apparatus, shall do as little Damage as may be to the Pavement or otherwise, and shall forthwith fill in the Trenches, and make good the Pavements and Roads, and carry away the Rubbish occasioned by such Works, and repair any Damage arising from any Drains, Sewers, or Cuts which may be made for carrying off the Washings or Waste Liquids aforesaid, without any Delay, and shall, in the meantime, fence, guard, and light the Place or Places where any Ground shall be opened, in such Manner as to prevent Accidents to Passengers, Cattle, and Carriages; the same several and respective Works and Repairs to be done under the Superintendance and to the Satisfaction of the Surveyor for the Time being of the said Commissioners under the said Act of the Twenty-seventh Year of the Reign of His late Majesty, in all Cases where such Mains, Pipes, Plugs, Cocks, Syphons, Branches, or other Apparatus, shall be laid or repaired in or under any of the public Streets, Roads, Ways, Footpaths, or other Places now or hereafter to be within

Pavements to be made good when Pipes are laid.

[Local.]

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the Jurisdiction of the same Commissioners, and under the Superintendance and to the Satisfaction of the Surveyor or Surveyors of the Trustees or Commissioners, or other Surveyor or Surveyors of any other Roads or Highways which may be so broken up, and under the Superintendance and to the Satisfaction of the Owner or Owners of the Soil for the Time being in all other Places: Provided always, that if there should be any wilful or negligent Delay in the said Company, or in any of their Agents or Servants, or any other Person or Persons acting by or under their Authority, in filling any such Ground or removing Rubbish, or making good any such Pavements or Roads as aforesaid, or in fencing, guarding, and lighting the Place where any such Ground shall be opened as aforesaid, then and in every such Case it shall and may be lawful to and for the said Commissioners, or their Surveyor or Surveyors, or any other Person or Persons acting by or under the Authority of the same Commissioners, as to any Street, Highway, Way, Lane, Passage, or Place within their Jurisdiction as aforesaid, so broken up, and to and for the Surveyor or Surveyors of the Trustees or Commissioners, or other Surveyor or Surveyors of any other such Street, Road, or Highway as aforesaid, and to and for the Owner or Owners of the Soil for the Time being in all other Places, to fill in such Ground and remove such Rubbish, and repair and make good any Pavement or Road so broken up, and to fence, guard, and light such Places so opened as aforesaid, and the reasonable Costs and Charges thereof shall be paid by the said Company or their Treasurer, to the said Surveyor or Surveyors, or Owner or Owners, as the Case may require; and in Default of Payment thereof for Ten Days next after Demand shall be made by any such Surveyor or other Person acting by or under the Authority of the said Commissioners or other Surveyor as aforesaid, or as the Case may require, by such Owner or Owners, Proof of such Demand being made by the Oath of One credible Witness, before One or more Justice or Justices of the Peace for the City of *Canterbury*, or for the County of *Kent*, as the Case may be, all such reasonable Costs and Charges, together with any Sum not exceeding Five Pounds by way of Penalty, shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal or Hands and Seals of any such Justice or Justices of the Peace for the said City of *Canterbury*, or for the said County of *Kent*, (as the Case may be,) which Warrant such Justice or Justices is and are hereby empowered to grant; and such Costs, Charges, and Penalty shall be paid to the said Commissioners or Trustees, or their Treasurer, or to the Surveyor in Parishes and Places where there are no such Commissioners or Trustees, or as the Case may require, to the said Owner or Owners.

Regulations
for emptying
Tanks.

LII. And be it further enacted, That if the said Company shall cause any Tank to be emptied at any Time between the Hours of Five of the Clock in the Morning and Eleven of the Clock in the Night, or shall cause to be laid the Soil or Contents thereof in any of the Streets, Roads, Passages, or Places in the said City of *Canterbury*, or adjacent thereto, the said Company shall in any of the said Cases forfeit and pay the Sum of Twenty Pounds.

LIII. Provided always, and be it further enacted, That nothing in this Act contained shall have the Effect of depriving the said Commissioners or their Successors, or any other Person or Persons, of any Right, Power, or Authority which they or any of them at present possess, or of interfering with any Right, Power, or Authority which they or any of them may hereafter acquire, of lighting any of the public Streets, Highways, Ways, Lanes, Passages, and other Places, Houses, Manufactories, or Buildings in the said City, or adjacent thereto as aforesaid, with Gas Lights, or in any other Manner, or to defeat, abridge, alter, obstruct, or in any Manner interfere with the Rights, Powers, and Authorities of the Commissioners appointed by virtue of the said recited Act of the Twenty-seventh Year of the Reign of His said late Majesty, or to remove any of the Disabilities or Restrictions, or to take away any of the Penalties or Forfeitures contained therein, or imposed thereby; but that the said Act, and all and every the Matters, Powers, Authorities, Privileges, Disabilities, Restrictions, Provisions, Articles, Rules, Penalties, Forfeitures, and Clauses therein contained, shall be and continue in full Force and Effect, to all Intents and Purposes whatsoever, in such and the like manner as if this Act had not passed.

Powers of Commissioners of Pavement, &c. not to be affected.

LIV. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to defeat, abridge, alter, obstruct, or in any manner interfere with the Rights, Powers, and Authorities, Liberties, and Franchises of the Commissioners of Sewers for the several Limits in the Eastern Parts of the County of *Kent*, and the City of *Canterbury*, or of the Mayor and Commonalty of the City of *Canterbury*, within their respective Jurisdiction and Liberties, or the Rights of any Person or Persons to make, enlarge, repair, or amend any Vault under any Street within the Limits of this Act.

Not to interfere with the Rights of the Mayor and Commonalty of the City of Canterbury.

LV. Provided always, and be it further enacted, That no Person shall, without the Consent of the said Company, under their Common Seal first had and obtained, lay or cause to be laid any Iron, Lead, or other Pipe or Tube, to communicate with any Pipe belonging to the said Company, nor supply any Inhabitant or other Person with Gas from any such Pipe, on pain of forfeiting and paying to the said Company the Sum of Ten Shillings a Day for every Day such Pipe or Tube shall so remain, or such Supply be furnished; every such Penalty of Ten Shillings a Day to be recovered by Distress and Sale of the Offender's Goods and Chattels, by Warrant under the Hand and Seal, or Hands and Seals of any Justice or Justices of the Peace for the City of *Canterbury*, or for the County of *Kent*, as the Case may be, and which Warrant such Justice or Justices is and are hereby required and empowered to grant, and the Surplus after such Penalty or Forfeiture, and the Costs and Charges of such Distress and Sale are deducted, shall be returned upon Demand to the Owner of such Goods and Chattels; and in case sufficient Distress shall not be found, or such Forfeiture shall not be forthwith paid, it shall be lawful for such Justice or Justices to cause such Offender or Offenders to be committed

No Pipes of Communication to be laid without Consent of the Company.

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to the Common Gaol or House of Correction of the said City of *Canterbury*, or County of *Kent*, as the Case may be, there to remain without Bail or Mainprize for such Time as such Justice or Justices shall direct, not exceeding One Calendar Month, unless such Forfeiture, and all reasonable Charges to be fixed by such Magistrate or Magistrates, in the Event of Commitment, shall be sooner paid and satisfied; and it shall be lawful for the said Company, if they should so think fit, also to take off the Gas from the House and Premises of the Person so offending, notwithstanding any Contract or Contracts, Agreement or Agreements, which may have been previously entered into.

Power to convey Washings.

LVI. And be it further enacted, That it shall be lawful for the said Company to make Sewers or Cuts of such Breadth, Depth, and Dimensions, and in such Manner as they shall think expedient, under the Ways, Lanes, Avenues, and Places within the said City and Places adjacent, for the Purpose of carrying off the Washings or other Waste Liquids which may arise in the Prosecution of the Works aforesaid, the said Company doing as little Damage as may be, in making the said Sewers or Cuts, and immediately repairing at their own Expence all such Damage; provided that no such Washings or other Waste Liquids, or any other Matter or Thing made or arising in the Manufacture of such Gas, shall be conducted or conveyed into any River, Brook, or running Stream; and that no such Sewer or Cut shall be made in any Situation where the same can, shall, or may in any Manner interfere with, prejudice, or affect any of the present or future public or private Wells, Sewers or Drains within the said City or Places adjacent, or without the Consent of the said Commissioners, under the said Act of the Twenty-seventh Year of the Reign of His late Majesty, or of the Commissioners or Trustees, or other Persons having the Controul of any other public Roads, Highways, or Passages, or of the Owner and Owners, Occupier, and Occupiers of any private Lands or Grounds, in, through, under, or across which the said Sewers or Cuts shall be made.

Penalty on conveying Washings into Rivers, Streams, &c.

LVII. Provided always, and be it further enacted, That if the said Gas Light Company shall at any Time drain or convey, or cause or suffer to be drained or conveyed, or to run or flow any Washings or other Waste Liquids, Substances, or Things whatsoever, which shall arise or be produced in the Prosecution of the Works of the said Gas Light Company, or in the Process of obtaining the said Gas, into any River, Brook, or running Stream, Reservoir, Aqueduct, Waterway, Feeder, Pond, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or do or cause to be done any Annoyance, Act, or Thing to the Water contained in any such River, Brook, or running Stream, Reservoir, Aqueduct, Waterway, Feeder, Pond, Springhead, or Well, Drain, Sewer, or Ditch, whereby the said Water, or any Part thereof, shall or may be soiled, fouled, or corrupted, then in each and every such Case the said Gas Light Company shall forfeit and pay for every such Offence the Sum of Two hundred Pounds; and such Penalty or Forfeiture shall and may be sued for and recovered, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt, wherein no Essoign, Protection, Privilege, Wager of Law, nor
more

more than One Imparlancc shall be allowed; and One Moiety thereof shall be paid to the Person or Persons who shall inform or sue for the same, and the other Moiety to the Corporation or Company, or other the Person or Persons against whom any such Annoyance, Act, or Thing shall have been done or committed, or who shall have been injured thereby: Provided always, that no such Penalty or Forfeiture shall be recoverable unless the same be sued for within Twelve Calendar Months from the Time that such Annoyance, Nuisance, Injury, Damage, Act or Thing shall have ceased and determined: Provided also, that over and above and in addition to the said Penalty of Two hundred Pounds, whether such Penalty shall have been sued for or recovered or not, in case any of the said Washings or other Waste Liquids, or noisome or offensive Liquids, Substances, or Things, shall be drained, conducted, or conveyed, or caused or suffered to run or flow in manner aforesaid, into any River, Brook, or running Stream, or any Reservoir, Aqueduct, Waterway, Feeder, Pond, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or any such Annoyance, Act, or Thing shall be done or caused to be done as aforesaid, and Notice thereof in Writing shall have been given to the said Gas Light Company, and the said Gas Light Company shall not, within Twenty-four Hours after such Notice shall have been given to them as aforesaid, stop, hinder, or prevent all and every such Washings, Waste Liquids, or noisome or offensive Liquids, Substances, or Things from being drained, conducted, or conveyed, or from running or flowing in manner aforesaid, and every such other Annoyance, Nuisance, Injury, Damage, Act, or Thing from being done as aforesaid; then and in every such Case the said Gas Light Company shall forfeit and pay the Sum of Twenty Pounds for each and every Day such Washings, Waste Liquids, or noisome or offensive Liquids, Substances, or Things shall be so drained, conducted, or conveyed, or caused or suffered to run or flow in manner aforesaid, or such other Annoyance, Act, or Thing shall be so done or caused to be done as aforesaid; and such last-mentioned Penalty shall and may be levied, recovered, and applied in such and the like manner as any other Penalty or Forfeiture is in and by this Act directed to be recovered, levied, and applied.

LVIII. And be it further enacted, That whenever any Gas shall be found to escape from any of the Pipes which shall be laid down or set up by the said Company in pursuance of this Act, the said Company shall, at their own Expence, immediately after receiving Notice by Parol or in Writing, to be left or given at their Office or usual Place of transacting their Business, of any such Escape of Gas, from any Inhabitant or Inhabitants of any Parish or Place in which any such Pipe shall be placed or laid down, cause the most speedy and effectual Measures to be taken to stop and prevent such Gas from escaping; and in case the said Company shall not, within Twenty-four Hours next after such Notice by Parol or in Writing being given of any such Escape of Gas, effectually stop and prevent the Gas from escaping, and wholly and satisfactorily remove the Cause of Complaint, then and in every such Case the said Company shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds for each and every Day after the Expiration of Twenty-four Hours from the Time of giving any such Notice, during which the Gas shall be suffered

For stopping
the Escape
of Gas.

[Local.]

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to escape as aforesaid, which Penalty shall from Time to Time be recoverable in a summary Way, on the Oath or Affirmation of One or more credible Witness or Witnesses, before One or more Justice or Justices of the Peace for the said City of *Canterbury*, or for the said County of *Kent* (as the Case may be), or other Justice or Justices having Jurisdiction (as the Case may require), and shall and may be recovered, with all reasonable Charges, by Distress and Sale of the Goods and Chattels of the said Company, by the Warrant of any such Justice or Justices of the Peace as aforesaid, to be granted in like Manner, and subject to the like Provisions as are herein directed, touching other Penalties to be recovered from the said Company.

Penalty for
damaging
Pipes, &c.

LIX. And be it further enacted, That if any Person should wilfully, wantonly, or maliciously remove, take away, break, destroy, damage, or injure any or any Part of any Pipe, Pedestal, Post, Plug, Lamp, or other Apparatus, Matter, or Thing, belonging to the said Company, or should wilfully, wantonly, or maliciously extinguish or put out any of the public Lamps and Lights, or wilfully or maliciously waste any of the Inflammable Air or Gas supplied by the said Company, every Person so offending in any one of the respective Premises, and being thereof lawfully convicted, on the Oath of One credible Witness, before Two or more Justice or Justices of the Peace for the City of *Canterbury*, or for the said County of *Kent* (as the Case may be), shall for each separate and distinct Act or Offence herein-before enumerated, forfeit and pay to the aforesaid Company, any Sum not exceeding Five Pounds, the Amount of the Damage to be done, as the same shall be ascertained by such Justice or Justices; such Penalty and Damage, together with the reasonable Costs, to be levied under the Warrant of such Magistrate or Magistrates, by Distress and Sale of the Goods and Chattels of such Offender, returning the Overplus (if any) on Demand, to the Owner of such Goods and Chattels; or if it shall appear to the said Justice or Justices, either by Confession or otherwise, that the Offender or Offenders hath or have not any Goods or Chattels sufficient to levy such Forfeiture or Damage aforesaid, such Offender or Offenders shall or may be forthwith committed to the House of Correction or Common Gaol of the County or Place where the Offence shall be committed, and there to remain for any Time to be fixed on, not exceeding Three Calendar Months, unless such Forfeiture, Damages, and Costs, so directed to be levied, shall be sooner paid and satisfied.

Satisfaction
for accidental
Damage to
Lamps, &c.

LX. And be it further enacted, That if any Person or Persons shall carelessly or accidentally break, destroy, throw down, damage, or injure any Lamp or Lamps, hung out, set up, or belonging to the said Company, or by any Person or Persons at his, her, or their private Expence, or any Pipe, Pedestal, Post, Plug, or other Apparatus, Matter, or Thing belonging thereto, or to the said Company, or waste any of the Inflammable Air or Gas supplied by the said Company, and shall not, upon Demand by the said Company, or their Clerk or Superintendent, or other Person or Persons authorized by them, make Satisfaction for the Damage done, then and in every such Case, it shall and may be lawful to and for any One or more Justice or Justices of the Peace for the said City and County, or for the County of *Kent* (as the Case may be,) and he or they

they is and are hereby required, upon Complaint to him or them made, to summon before him the Party or Parties against whom any such Complaint shall be preferred, and upon hearing the Allegation and Proofs on both Sides, or on Non-appearance of the Party or Parties so complained against, to award such Sum or Sums of Money, by way of Satisfaction to the said Company, or to such other Person or Persons (as the Case may require), for such Damages or Excess, as such Justice or Justices shall think reasonable; and in case of Neglect or Refusal to pay any Sum or Sums so awarded, within Ten Days after Demand, it shall and may be lawful to and for such Justice or Justices, or any one of them, and he and they is and are hereby required to cause the same to be raised and levied by Distress and Sale of the Goods and Chattels of such Person or Persons, by Warrant under the Hand and Seal of such Justice or Justices.

LXI. Provided always, and be it further enacted, That any Body or Bodies Politic, Corporate, or Collegiate, or any other Person or Persons whomsoever, thinking himself, herself, or themselves aggrieved by any Rule, Order, or Bye Law of the said Company, or any Thing done in pursuance thereof, or by the Order or Determination of any Justice or Justices of the Peace in pursuance of this Act, may, within Six Calendar Months after the Cause of Complaint shall have arisen, appeal to the Justices of the Peace at the General or Quarter Sessions of the Peace to be holden for the said City of *Canterbury*, or for the Eastern Division of the said County of *Kent* (as the Case may be), the Person or Persons appealing having first given at least Ten Days Notice of such Appeal, and of the Nature and Matter thereof, to the Person or Persons appealed against, or to the said Company (as the Case may be), and forthwith after such Notice entering into a Recognizance before some Justice of the Peace for the said City of *Canterbury*, or for the said County of *Kent*, as the Case may be, with Two sufficient Sureties, conditioned to try such Appeal, and to abide the Order and Award of the said Court thereon; and the said Justices, upon due Proof of such Notices and Recognizance having been given and entered into, shall, in a summary Way, hear and determine such Complaint at such General or Quarter Sessions of the Peace, or if they think proper, may adjourn the Hearing thereof to the next General or Quarter Sessions of the Peace to be held for the said City or County; and if they see Cause, may mitigate any Forfeiture or Fine, and may order any Money to be returned which shall have been levied in pursuance of any such Rule, Bye Law, Order, or Determination, and shall and may also award such further Satisfaction to be made to the Party injured, or Costs to either of the Parties, as they shall judge reasonable and proper; and all such Determinations of the said Justices shall be final, binding, and conclusive upon all Parties, to all Intents and Purposes whatsoever.

Appeal may be made to Quarter Sessions.

LXII. And be it further enacted, That if any Person or Persons should be summoned as a Witness or Witnesses to give Evidence before any Justice or Justices of the Peace, touching any Matter contained in any Information or Complaint for any Offence against this Act, either on behalf of the Prosecution or on behalf of the Person or Persons accused, and should refuse or neglect to appear from Time to Time at the Time and Place to be for that Purpose appointed, without a reasonable Excuse for

Compelling the Attendance of Witnesses, and respecting Service of Notices.

for his, her, or their Refusal or Neglect of Appearance, or appearing should refuse to be examined on Oath, or being a Quaker or Quakers, on solemn Affirmation (which Oath or Affirmation such Justice or Justices is and are hereby authorized and required to administer), and to give Evidence before such Justice or Justices of the Peace, then and in every such Case any such Person so offending shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds; provided a reasonable Sum shall have been paid or tendered to such Person, for his or her Costs and Charges in attending as a Witness.

Directing what shall be deemed a Service of Notice, &c. on the Company.

LXIII. And be it further enacted, That in all Cases wherein it may be requisite or necessary for any Person or Persons, or Party or Parties, to serve any Notice or Notices upon the said Company, or any Writ or Writs, or other legal Proceedings, the Service thereof upon any Member of the said Committee of Management, or left at his usual Place of Abode, or upon the Clerk of the said Company, or at the Office of such Clerk, or left at his last or usual Place of Abode, or at the Office of the said Company, or in case the same respectively should not be found, or known, then Service upon any Agent or other Officer employed by the said Company, or left at his last or usual Place of Abode, shall be deemed good and sufficient Service of the same respectively on the said Company.

Proceedings to be within Six Calendar Months.

LXIV. And be it further enacted, That no Person or Persons, Body or Bodies Politic or Corporate, shall be subject or liable to the Payment of any of the Penalties or Forfeitures inflicted by virtue of this Act, for any Offence or Offences against this Act, and which are directed by this Act to be recovered and levied before any Justice or Justices of the Peace for the said City of *Canterbury*, or for the said County of *Kent*, unless Information respecting such Offence or Offences should have been lodged before a Magistrate of the said City of *Canterbury*, or of the said County of *Kent*, as the Case may be, within Six Calendar Months next after such Offence committed.

Recovery and Application of Penalties.

LXV. And be it further enacted, That all Penalties and Forfeitures for all and every the Offences in this Act mentioned, in relation to which the Manner of convicting the Offenders, or of applying the Penalties, is not particularly mentioned or directed, shall be adjudged by and recovered before any Justice of the Peace for the City of *Canterbury*, or for the said County of *Kent*, as the Case may be, in a summary Way; and such Magistrate is hereby authorized and empowered to convict the Offender or Offenders upon Information, by the Oath of any Person or Persons, or on the Confession of the Party offending (which Oath such Justice is hereby authorized to administer); and in default of Payment of such Pains or Forfeitures, the same shall be levied by Distress and Sale of the Offender's Goods and Chattels, by Warrant under the Hand and Seal of such Justices, the whole of the Penalties and Forfeitures when recovered, after rendering the Overplus (if any) on Demand, to the Party or Parties whose Goods and Chattels shall have been so distrained, the reasonable Charges of such Distress and Sale being first deducted, shall be paid to the Overseers of the Poor of the Parish wherein such Offence shall be committed, to be by them applied towards

and to the Commissioners of Sewers for the several Limits in the Eastern Parts of the County of *Kent* and the City of *Canterbury*, and to the Mayor and Commonalty of the City of *Canterbury*, and their Successors respectively, their respective Rights, Privileges, and Franchises, in such and the same Manner as if this Act had not passed.

Public Act.

LXX. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken Notice of as such by all Judges, Justices, and others, without being specially pleaded.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN,
Printers to the King's most Excellent Majesty. 1822.