



ANNO QUARTO

GEORGIIV. REGIS.

Cap. xxxix.

An Act for lighting with Oil Gas the Town of
Liverpool and certain Places adjacent thereto.
[23d *May* 1823.]

WHEREAS the Town of *Liverpool* in the County Palatine of *Lancaster*, and the adjoining Townships of *Everton*, *Kirkdale*, *West Derby*, and *Toxteth Park*, which Township of *Toxteth Park* includes the Town or Village of *Harrington*, are large and populous Places, and it would be of Advantage to the Trade and Shipping of the Port, and of great Benefit to the Inhabitants of the said Town and of the said several other Townships, if the same were lighted by Inflammable Air or Gas to be procured from Oil and other Materials: And whereas such Inflammable Air or Gas procured from Oil and other Materials may be safely and beneficially used for lighting the Public Streets and Highways, Squares, and other Places in the said Town and Townships, and also for lighting Private Houses, Shops, Counting Houses, Warehouses, and other Public and Private Buildings therein, and the Products to be obtained in making such Gas may be used and applied in various Ways with great Advantage: And whereas the several Persons herein-after named are willing and desirous, at their own Costs and Charges, to effect the several Purposes aforesaid; but such beneficial Purposes cannot be carried fully and completely 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
[*Local.*] 9 Y Excellent

Proprietors.

Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That *Charles Alexander, Edmund Ashcroft, Robert Abraham, Richard Armistead, Thomas Amos, Mary Aikin, William Richardson Anderson, Harmood Banner, Benjamin Batley, George Batley, William Blundell Clerk, John Bostock, John Bywater, Thomas Brockhurst Barclay, Joseph Bancroft, Thomas Dobbs Butler, Samuel Beetenson, Thomas Bold Clerk, William Wilking Bulley, Thomas Bulley, Robert Benson, and Richard Rathbone, Thomas Browne, Elizabeth Beckwith, Robert Joseph Buddicom, Elizabeth Bold, James Bateson, John Carson, Peter Cornthwaite, Thomas Clare, John Cookson, Philip Moore Callow, Samuel Crewe, George Cruickshank, George Christian, James Clough, Robert Syers Christian, Mary Ann Cookson, Jane Cookson, John Davies, John Dennison, Joseph Dutton, Richard Dawson, James Davies, Thomas Dove, William Duff, Margaret Dobson, John Ewart, Rose Farquhar, Thomas Foster, John Foster, John Foster junior, James Foster, John Finch, William Foster, Alexander Forrest, Elizabeth Jane Fletcher, Johnson Gore, William Gibson, Mary Gildart, William Graham, Peter Girvin, David Gladstone, William Gore, George Grant, Charles Horsfall, John Harvey, James Harvey, Nicholas Hurry, James Macbraire Henderson, Richard Edleston Hyde, Thomas Harvey, Elizabeth Holme, George Highton, Thomas Jevons, Robert Jones, David Jacob Jackson, Abraham Jackson, John Job, William Jones, Samuel Job, Thomas Kelly, Ellen Knowles, Thomas Kaye, Thomas Leicester, Joseph Leigh, Ann Lunt, Llewellyn Lloyd, Lewin Mozley, John Miller, Thomas Mather, Thomas Muncaster, Mary Mather, Anne Mather, John Mottershead, Matthew Miller, William Myers, William Williams Mortimer, John Mercer, George Orred, John Pattinson, Thomas Penny, James Phillips, Thomas Colley Porter, Charles Pole, George Ashby Pritt, Peter Webster Phythian, Richard Mercer Parry, George Parsons, James Queen, Rowland Roscow, James Roper, Edward Rushton, George Roach, John Ridgway, Mary Richardson, Thomas Rives, Rebecca Seaman, Richard Smith, Thomas Scott, Richard Stevenson, William Statham, Walter Scott, John Sutton, Lewis Stubbs, Thomas Sherlock, Edward Statham, Samuel Sherlock, John Hill Smythe Clerk, William Wyndham Sadler, Cuthbert Simpson, Hannah Stamford, Charles Tayleur, Henry Taylor, Richard Taylor, Thomas Taylor, Sir John Tobin Knight, Sir John Tobin, Trustee for Mrs. George Turner, Benjamin Thomas, Gilbert Harrison Timmins, John Daniel Thornely, Thomas Thornely, Wilfred Troutbeck, William Tyson, James Taylor, John Turtle, Thomas Moss Tate, James Thompson, Robert Tronson, Myer Isaac Tobias, David Tyrer, Jonathan Varty, John Van Zellar, Barton Wilson, Henry Wilson, Nicholas Waterhouse, Nicholas Waterhouse junior, William Ward, Josiah Williamson, Robert Wright, Alfred Waterhouse, William Wade, John Ashton Yates, Richard Vaughan Yates, and all and every such other Person and Persons as shall from Time to Time become a Subscriber and Subscribers, and be duly admitted a Proprietor and Proprietors, as herein-after mentioned, 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 Liverpool Oil Gas Light 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 any Bill of Indictment against any Person or Persons who shall commit any Felony or Offence indictable by the Laws of this Realm, or by any Enactment in this Act contained; and the said Company shall be established for the Purpose of producing Gas or Inflammable Air from Oil or other Substances or Materials (excepting Coal), as well as the Products obtained in the Process of making such Gas, and shall have full Power from Time to Time to make Contracts, or to agree with any Commissioners, Directors, Trustees, or other Persons having or who may have the Controul, Direction, or Management of the lighting of the said Town of *Liverpool*, and the said several Townships of *Everton*, *Kirkdale*, *West Derby*, and *Toxteth Park*, or any of them, or any Part thereof respectively, or with any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, or Corporation or Corporations Aggregate or Sole, who may be willing and desirous of contracting or agreeing with the said Company of Proprietors for the lighting of any Public Streets, Roads, Docks, Squares, or Market Places, or any Manufactories or Places of Public Exhibition, or Shops or Buildings or Private Houses, or any of them, within the said Town of *Liverpool*, and the said several Townships of *Everton*, *Kirkdale*, *West Derby*, and *Toxteth Park*, or any of them, and to sell and dispose of such Gas and other Products as may be obtained in the Process of making Gas, under such Conditions, Limitations, and Restrictions as shall be herein-after expressed.

II. Provided always, and it is hereby further enacted, That nothing in this Act shall extend or be construed to extend to authorize, nor shall it be lawful for the said Company to manufacture or produce Gas or Inflammable Air, or the Products obtained in the Process of making Gas or Inflammable Air, from Pit Coal, Cannel Coal, or Coal of any other Species, Description, or Denomination.

Gas not to be made from Coal.

III. And be it further enacted, That in order to enable the said Company to construct or make Gasometers and other Manufactories and Works necessary for the Purposes of this Act, it shall and may be lawful for the said Company, or their Committee of Management to be appointed in pursuance of this Act, for the Time being, and they are hereby respectively empowered, to contract and agree for the absolute Purchase or Hire of any Lands, Tenements, or Hereditaments, not exceeding in the whole the Space of Six Acres, within the said Town of *Liverpool*, and the said several Townships of *Everton*, *Kirkdale*, *West Derby*, and *Toxteth Park*, or all or any or either of them, with any Body Politic, Corporate, or Collegiate, or any Tenant or Tenants for Life, or in Fee Tail, General or Special, or any Term or Terms of Years absolute or determinable on any Life or Lives, 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 respect-

Power to purchase Lands, &c.

respectively, whether Infants or Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons under any Disability of acting for themselves, and also with all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, or with any Person or Persons whomsoever who shall be willing to sell the same, or his, her, or their Right and Interest in the same, or to demise or let the same for the Uses and Purposes of this Act; and upon Payment of the Purchase Money for any such Lands, Tenements, or Hereditaments, or any Part or Parts thereof, to the Parties 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, and Hereditaments may be taken and used for the Purposes of this Act; and from thenceforth all Parties and Persons whomsoever shall be divested of all Right and Title, Claim or Reversion to such Lands, Tenements, or Hereditaments, which shall be thereupon vested in the *Liverpool Oil Gas Light Company*, and their Successors; and it shall be lawful for the said Company and their Successors to hold such Lands, Tenements, and Hereditaments, and any Term, Right, and Interest therein, so purchased as aforesaid, without incurring or being subject to any of the Penalties or Forfeitures of the Statutes of Mortmain, or of any other Law or Statute whatsoever; and also at any Time or Times thereafter to sell or dispose of the said Lands, Tenements, or Hereditaments, or any of them, as they shall think proper, and from Time to Time to purchase and hold other Lands, Tenements, or Hereditaments more suitable for the Uses and Purposes of this Act, and again to sell the same in like Manner.

Restraining the Company from purchasing more than Six Acres of Land from incapacitated Persons.

IV. And whereas the said Company is enabled to purchase Six Statute Acres of Land by virtue of this Act for the Purposes thereof, and all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, and all other Persons whomsoever, are empowered to sell such Quantity or Number of Acres to the said Company: And whereas it is expedient to restrain the said Company from selling any such Lands so purchased from any Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or in behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trust, Tenants for Life or in Tail, and Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, and again purchasing other Lands from the same or any other Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or in behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trust, Tenants for Life or in Tail, and Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, in lieu or stead of the Lands so sold; be it therefore enacted, That it shall not be lawful for the said Company to purchase from any Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or

or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or in behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or in Tail, and Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, more than such Six Statute Acres; and in case the said Company shall afterwards sell the Whole or any Part of such Six Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or for the same, or any other Body or Bodies Politic or Corporate or Collegiate, Corporations Aggregate or Sole, Trustees, or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or in behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or in Tail, Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, to sell to the said Company any other Lands in lieu or in stead of those Six Statute Acres, or any Part thereof, so sold and disposed of by the said Company.

V. 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, 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 Persons under any Disability of acting for themselves, and also for all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, and for all and every other Person and Persons whomsoever who are or shall be seised, possessed of, or interested in any Lands, Tenements, or Hereditaments which shall be thought necessary by the said Company to be purchased for the Uses and Purposes of this Act, to contract and agree with the said Company or the said Committee of Management for the Sale thereof or of any Part thereof, and to sell and convey the same or any Part thereof, and all Estate, Right, Title, and Interest whatsoever of, in, and to the same, to the said Company and their Successors, 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 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 Party or Parties so conveying, but also to convey all Right, Estate, Interest, Use, Property, Claim, and Demand whatsoever of their said several Cestuique Trusts, and of all Persons claiming or to claim by, from, or under them, and of all Persons entitled in Remainder or Reversion expectant on any such particular Estate, and the same shall be deemed and considered to

Bodies Politic empowered to sell.

bar the Dower and Dowers of the Wife and Wives of such Party or Parties, and all Estates Tail and other Estates in Possession, Reversion, Remainder, or Expectancy, and the Issue and Issues of such Party and Parties claiming under them or any of them respectively, any Law, Statute, or Usage, or any other Matter or Thing to the contrary thereof in anywise notwithstanding; and all Bodies Corporate and 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, and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees, Trustees, and all other Persons whomsoever, are and shall be indemnified for what they shall do by virtue and in pursuance of this Act.

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

VI. And be it further enacted, That if any Money shall be contracted and agreed to be paid for any Lands, Tenements, or Hereditaments purchased by virtue of the Powers of this Act, for the Purposes thereof, which shall belong to any Body Politic, Corporate, Collegiate, Corporation Aggregate or Sole, Tenant for Life or in Tail, Trustees, Feme Covert, Infant, Lunatic, or other 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 *Liverpool Oil Gas Light 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 Party or Parties 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 Incumbrance or Part thereof, as the said Court shall authorize to be paid, affecting the same Lands, Tenements, or Hereditaments, or affecting other Lands, Tenements, or Hereditaments standing and being settled therewith, to the same or 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 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 Lands, Tenements, and Hereditaments which shall be purchased 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 thereto, 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

said Consolidated or Reduced Bank Annuities shall from Time to Time be paid, by Order of the said Court, to the Party or Parties 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 or Settlement were made.

VII. Provided always, and be it further enacted, That if any Money so contracted and agreed to be paid for any Lands, Tenements, or Hereditaments to be purchased for the Purposes of this Act, which shall belong to any Body Politic, Corporate, or Collegiate, Corporation Aggregate or Sole, Tenant for Life or in Tail, Trustee, Feme Covert, Infant, Lunatic, or any other Person or Persons under any 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 Party or Parties for the Time being entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, or of his or their Guardian or Guardians, Committee or Committees, in Cases of Infancy, Idiocy, or Lunacy, to be signified in Writing under their respective Hands,) be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, and to be placed to his Account, and in manner 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 Party or Parties making such Option, and approved by 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, 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 Purchase Money when less than 200*l.* and exceeding 20*l.*

VIII. Provided also, and be it further enacted, That where such Money so contracted and agreed to be paid as aforesaid shall not exceed the Sum of Twenty Pounds, then and in all such Cases the same shall be applied to the Use of the Party or Parties who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, and Hereditaments so to be purchased for the Purposes of this Act, in such Manner as the said Committee of Management shall think fit; or in case of Infancy, Idiocy, or Lunacy, then to the Guardian or Guardians, Committee or Committees of Infants, Idiots, or Lunatics entitled to such Rents and Profits, to and for the Use and Benefit of such Infants, Idiots, or Lunatics respectively.

Application of Money when not exceeding 20*l.*

IX. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Party or Parties to any Money to be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, in pursuance of this Act, for the Purchase of any Lands, Tenements,

In case of questionable Titles, Persons in Possession to be deemed the Owners.

Tenements, or Hereditaments, or of any Estate, Right, or Interest in any Lands, Tenements, or Hereditaments to be purchased by the said Company 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 Party or Parties who shall have been in Possession of such Lands, Tenements, or Hereditaments, at 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 appear to the said Court that such Possession was a wrongful Possession, and that some other Party or Parties was or were lawfully entitled to such Lands, Tenements, or Hereditaments, or to some Estate or Interest therein.

Costs of Purchases to be made in lieu of settled Estates, to be defrayed by the Company.

X. Provided also, and be it further enacted, That where, by reason of any Disability or Incapacity of the Party or Parties entitled to any Lands, Tenements, or Hereditaments to be purchased under the Authority of this Act, or by reason of such Lands, Tenements, or Hereditaments being held upon or under or subject to Trusts then subsisting and undetermined, the Purchase Money for the same shall be required to be paid into the Bank of *England*, 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 High Court of Chancery to order the Expences of making Contracts for and completing 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 Purchases as the said Court shall direct.

On Payment of Purchase Money Premises to be vested in the Company.

XI. And be it further enacted, That upon Payment of the Money so contracted or agreed to be paid for the Purchase of such Lands, Tenements, or Hereditaments, by the said Company to the Party or Parties respectively entitled to the same, or to 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), and a Receipt or Receipts, Certificate or Certificates obtained for such Payment or Payments, all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand, in Law or Equity, of the Party and Parties and Person and Persons respectively, to whom or for whose Use the same shall be paid into or out of such Lands, Tenements, or Hereditaments, shall vest in the said Company and their Successors for ever, for effecting the Purposes of this Act; and the said Company shall immediately thereupon be deemed in Law to be in the actual Seisin or Possession thereof, to all Intents and Purposes whatsoever, as fully and effectually as if every Person having any Estate in the Premises had actually conveyed and assured the same Lands, Tenements, and Hereditaments unto the said Company,

Company, their Successors and Assigns, conformably to the Directions and according to the Form herein prescribed.

XII. 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,) Form of Conveyance.

‘ I [or we, as the Case may be] of in
 ‘ consideration of the Sum of paid to me [or us, or
 ‘ into the Bank of England, as the Case may be] by the Liverpool Oil
 ‘ Gas Light Company, do hereby grant, release, convey, and confirm
 ‘ [or assign, as the Case may be] to the said Company and their
 ‘ Successors, all [describe the Premises to be conveyed], and all my
 ‘ [or our] Right, Title, Estate, and Interest in and to the same and
 ‘ every Part thereof, to hold the same to the said Company and their
 ‘ Successors and 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, or our Common Seal, as
 ‘ the Case may be] this Day of in the
 ‘ Year of our Lord .’

Which Sale, Conveyance, and Assurance so made shall at all Times be good, valid, and effectual to all Intents and Purposes whatsoever, *quoad* the Party or Parties making the same, and his, her, or their Cestuique Trusts, and all other Persons claiming or to claim by, from, under, or in Trust for him, her, or them respectively.

XIII. And be it further enacted, That it shall be lawful for the said Company from Time to Time to sell and dispose, and by Indenture or Indentures under their Common Seal to grant and convey, by way of absolute Sale in Fee Simple, for a competent Consideration in Money, all or any Part or Parts of the Lands, Tenements, or Hereditaments which may have been 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 (if only one, or if more than one, for the Treasurers, who, if engaged in Partnership together, may sign in their Style or Firm by any one of such Firm,) 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 to any Purchaser or Purchasers for the Money therein and thereby expressed or acknowledged to be received; and such Purchaser or Purchasers, having *bond fide* paid the same, and obtained such Receipt or Receipts for the same, shall not be answerable or accountable for any Loss, Non-application, or Misapplication of such Purchase Money, or any Part thereof. Resale of Land not wanted.

XIV. And be it further enacted, That the Capital or Joint Stock of the said Company, to be used and applied in establishing and carrying on the said Undertaking and the Purposes aforesaid, shall not exceed Capital Stock not to exceed 40,000*l.*
 [Local.] 10 A exceed

exceed the Sum of Forty thousand Pounds; and that the said Company shall not be authorized to enter upon the Execution of any of the Works for which Powers are hereby given until the said Sum of Forty thousand Pounds shall have been first subscribed.

Subscribers to share in the Stock in proportion to their Subscription.

XV. And be it further enacted, That all and every Person and Persons, Bodies Corporate and Politic, by or from whom any Subscription shall be made or accepted, or any Payment made pursuant to the Orders of any General Meeting to be held by the said Company, for or towards the raising of the said Capital Sum of Forty thousand Pounds as aforesaid, his, her, or their Executors, Administrators, Successors, and Assigns respectively, (no such Subscription being less than One hundred Pounds,) shall have and be entitled to a Share of and in the said Capital Joint Stock of the said Company, in proportion to the Monies which he, she, or they shall have so contributed towards the same, and shall have and be entitled to a proportionable Share of the Profits and Advantages of the Capital Stock of the said Company, and shall be admitted to be a Proprietor or Proprietors of and in the same.

Stock to be divided into Shares of 100^l. Sterling each, and to be Personal Estate, and no Subscriber to hold more than Five Shares.

XVI. And be it further enacted, That the said Sum of Forty thousand Pounds shall be divided into Shares of One hundred Pounds each; and that no Person or Persons, or Bodies Corporate or Politic, shall be a Subscriber or Subscribers for a less Sum than One hundred Pounds, nor hold more than Five Shares, unless the Excess shall devolve to him, her, or them by Marriage or Death, or by Operation of Law; and all 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 shall be transmissible accordingly.

To compel Payment of Subscriptions.

XVII. And be it further enacted, That the several Persons and Bodies Corporate and Politic who have subscribed for or towards the said Undertaking, or who shall at any Time hereafter have or hold any Share or Shares in the same, shall and they are hereby respectively required to pay the Sum or Sums of Money by them respectively subscribed and to be subscribed, or such Parts or Proportions thereof as shall from Time to Time be called for pursuant to or by virtue of the Powers and Directions of this Act, at such Times and Places, to such Person or Persons, and in such Manner as shall be ordered and directed by the said Company or their Committee of Management; and in case any Person or Persons, Bodies Corporate or Politic, shall neglect or refuse to pay any such Money at such Times and in such Manner as shall be ordered and directed by the said Company or their Committee of Management as aforesaid, it shall be lawful for the said Company to sue for and recover the same by Action of Debt or otherwise in any of His Majesty's Courts of Record at *Westminster*, together with lawful Interest for the same from such appointed Time of Payment, and all Costs of Suit from such Person or Persons, or Bodies Corporate and Politic respectively, or in case where Two or more Persons or Bodies Corporate and Politic shall have jointly subscribed for or be jointly possessed

possessed of any One or more Share or Shares in the said Undertaking, then from all, any, or either of such joint Subscribers.

XVIII. And be it further enacted, That the said Company shall and they are hereby required, within Three Calendar Months after the passing of this Act, to cause the Names and Designations of the several Persons, and Bodies Corporate and Politic, who have subscribed for or may at any Time hereafter be entitled to a Share or Shares in the said Joint Stock, with the Number of Shares possessed by each Subscriber, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the Clerk or Solicitor to the said Company; and after such Entry a Certificate under the Common Seal of the said Company shall be delivered to every Proprietor, or in case of more Persons than One being jointly interested, then to any One of them, upon Demand, specifying the Share or Shares to which he, she, or they is or are entitled in the Joint Stock; and such Certificate shall be admitted in all Courts whatsoever as Evidence of the Title of such Proprietor or Proprietors, his, her, or their Executors, Administrators, and Assigns, to the Share therein specified; but the Want of such Certificate shall not hinder or prevent the Owner of any of the said Shares from selling or disposing thereof; and which said Ticket or Instrument may be in the Words or to the Effect following; (that is to say,)

Names of Proprietors to be entered, and Certificates of their Shares delivered to them.

‘ The *Liverpool* Oil Gas Light Company.

‘ No.

‘ THESE are to certify, That *A. B.* of _____ is a Proprietor
 ‘ of the Share No. _____ being One Share of the *Liver-*
 ‘ *pool* Oil Gas Light Company, subject to the Rules, Orders, and
 ‘ Regulations of the said Company of Proprietors; and that the said
 ‘ *A. B.*, his [*or her*] Executors, Administrators, [*or Successors*],
 ‘ and Assigns, is and are entitled to the Profits and Advantages of
 ‘ such Share. Given under the Common Seal of the said Company
 ‘ the _____ Day of _____ in the Year of our Lord _____

‘ Passed under the Seal { *C. D.* Chairman.
 ‘ in the Presence of { *E. F.* Deputy Chairman.’

XIX. 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 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 hereby 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 that such Owners or Proprietors shall be entitled to give their Vote or Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said Company as Proprietor of such Share or Shares, and his Vote shall

In Cases where Two or more Persons are Proprietors, the Person whose Name stands first for divided Shares to be deemed the Owner, and entitled to 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.

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

XX. And whereas in case any original Holder or Proprietor of One or more Share or Shares in the said Undertaking shall die, become insolvent or bankrupt, or go out of the Kingdom, or shall transfer his or her Right and Interest to some other Person, and no Register shall have been made of the Transfer thereof with the Clerk or Solicitor (as the Case may be) 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 Proprietor or Proprietors thereof, to any other Person or Persons, by any other legal Means than by a Transfer and Conveyance thereof in the Form and Manner herein-after specified, on an Affidavit being made and sworn to by any Two credible Persons before a Master or Master Extraordinary of His Majesty's High Court of Chancery, or any Two of His Majesty's Justices of the Peace, (and which Oath or Affirmation such Master or Justice is and are hereby empowered to administer and receive,) such Affidavit stating the Manner in which such Share or Shares have or hath passed to such other Person, his, her, or their Executors, Administrators, Successors, or Assigns; and such Affidavit shall be delivered to the Clerk or Solicitor 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 or Solicitor of the said Company; and in all or any of the said Cases, after Six Calendar Months Notice in Writing shall have been given by the said Clerk or Solicitor to the Owner or Owners thereof, or left at his, her, or their Place or Places of Abode, to pay his, her, or their Proportion of Money so to be called for, and such Person or Persons, his, her, or their Executors, Administrators, Successors, or Assigns, who shall not have paid such his, her, or their Proportion as aforesaid, it shall be lawful for the Subscribers and Proprietors, at any 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 shall be and become forfeited, and the same shall and may be sold and disposed of in such Manner as the said Subscribers or Proprietors at any Meeting or Meetings shall

direct, or otherwise become consolidated in the General Fund or Stock of the said Company.

XXI. And be it also enacted, That it shall be lawful for the several and respective Proprietors of the said Undertaking, their 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 or may be in the Form or to the Effect following; (that is to say,)

Shares may be transferred.

‘ I [or we, as the Case may be] of in consideration
 ‘ of the Sum of paid to me [or us, as the Case may be]
 ‘ by of, do hereby bargain, sell,
 ‘ assign, and transfer to the said the Sum of
 ‘ Capital Stock of and in the *Liverpool Oil Gas Light Company*,
 ‘ being my Share [or Shares], Number [or Numbers] therein,
 ‘ to hold to the said his [or her, as the Case may be]
 ‘ Executors, Administrators, and Assigns, subject to the same Rules,
 ‘ Orders, and Restrictions, and on the same Conditions that I [or
 ‘ we, as the Case may be] held the same immediately before the Exe-
 ‘ cution hereof; and I [or we, as the Case may be] the said
 ‘ do hereby agree to take and accept the said Share [or
 ‘ Shares], subject to the same Rules, Orders, Restrictions, and Con-
 ‘ ditions. As witness my Hand [or our Hands, as the Case may be]
 ‘ this Day of in the Year of our Lord

XXII. And be it also enacted, That every such Transfer shall be registered in the Books of the said Company, by an Entry of the Date, Names of the Parties, and the Number of Shares transferred, for which Entry or registering the Sum of Five Shillings, and no more, shall be paid to the Clerk or other Officer making the same; 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 registered or entered 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, 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 Company.

Transfers to be registered.

XXIII. And be it further enacted, That after a Call for Money shall have been made by virtue of this Act, 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 Payment of the said Call, until the Money called for or 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, any such Sale or Transfer of any Share or Shares shall be void.

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

[*Local.*]

10 B

XXIV. And

First Committee of Management.

XXIV. And be it further enacted, That Sir *John Tobin Knight*, *Charles Horsfall*, *Thomas Colley Porter*, *John Harvey*, *Joseph Dutton*, *Nicholas Waterhouse*, *John Ashton Yates*, *Thomas Jevons*, *William Ward*, *Henry Wilson*, *George Batley*, *Harmood Banner*, and *John Foster the younger*, being Thirteen of the Proprietors of or Subscribers to the said Undertaking, shall be and they are hereby constituted and appointed the First Committee for managing the Affairs of the said Company.

Vacancies in the Committee how to be filled up.

XXV. And be it further enacted, That when and so often as any Member or Members of the Committee of Management hereby nominated and appointed, or to be elected and appointed by virtue of this Act, shall die or become disqualified, or refuse or neglect to act, it shall be lawful for the said Company of Proprietors, or any Ten of them, at any Special Meeting or Meetings to be called and held for that Purpose, pursuant to the Directions of this Act, to elect and appoint some other of the said Proprietors to be a Member or Members of the said Committee of Management; and every such Proprietor so elected and appointed to fill such Vacancy or Vacancies, and being duly qualified, shall continue in his or their several and respective Office and Offices so long as the Person in whose Place or Stead he was elected would have been entitled under the Provisions of this Act to have continued in Office if such Death, Refusal, Disqualification, or Neglect had not happened: Provided always, that in case of any such Vacancy or Vacancies in the said Committee as aforesaid, the rest of the Members of the Committee for the Time being, or a Majority of them, at any Meeting or Meetings to be called for that Purpose, shall and may elect another Subscriber or Subscribers, duly qualified as aforesaid, to fill up such Vacancy or Vacancies, until the General or Special Meeting of the Proprietors which shall first happen.

Committee may elect a Subscriber to supply a Vacancy until a General Meeting.

First Committee to serve till the Year 1825, when other Proprietors to be appointed.

XXVI. And be it further enacted, That the several Members hereby nominated of the First Committee of Management shall continue in Office until the General Meeting of the Proprietors to be held on the Third *Wednesday* in *January* One thousand eight hundred and twenty-five, when Thirteen other Proprietors duly qualified as after mentioned shall be appointed in their Stead, in pursuance of this Act.

Members may be re-elected.

XXVII. Provided always, and be it further enacted, That the Person or Persons who shall have served or acted upon the said Committee, and who by the Expiration of the said Term of Service shall go out of Office, shall and may, notwithstanding such Service or the Expiration of such Term, if otherwise properly qualified, be eligible to be elected to and to serve or act as a Member of the said Committee of Management.

Persons ceasing to hold Shares, or interested in Contracts, &c. disqualified

XXVIII. Provided also, and be it further enacted, That no Person shall be qualified to be elected nor to serve or act as a Member of the said Committee who by Sale or otherwise shall cease to be a Proprietor in the said Undertaking, or who shall hold any Place of Profit under the said Company, or who shall be concerned or interested in any Contract to be made or entered into under this Act, or who shall offer

offer to take or shall actually participate in any Manner in any Work to be done for the said Company, whether by Contract or otherwise.

from acting
as Commit-
tee Men.

XXIX. And be it further enacted, That the said Committee of Management shall meet within One Month after the passing of this Act, and at their First Meeting shall elect One of the Members of the said Committee to be Chairman, and One other Member to be Deputy Chairman respectively, for the Time such Committee shall continue in Office; but in case the Chairman so to be elected shall be absent at any of the Meetings of such Committee, the Deputy Chairman shall preside; and in case he shall likewise be absent, then the Members present at such Meeting shall, before they proceed upon any Business, elect from among themselves a Chairman *pro tempore*; and the said Committee shall hold their Meetings at such Place, and as often as they shall think proper, and may adjourn their Meetings from Time to Time and from Place to Place 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 Five,) and in Cases 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 or casting Vote; and the Chairman for the Time being of the Committee, or any Five or more Members thereof, may, at any Time when he or they shall think fit, call a Meeting of the Committee, by Notice in Writing, to be sent by the Post or otherwise to the Residence or Place of Address of every Member of such Committee.

Meetings of
the Com-
mittee, and
Regulations
for their
Proceedings.

XXX. And be it further enacted, That the Committee of Management of the said Company for the Time being shall have the Custody of the Common Seal of the said Company, and shall have full Power and Authority at any Time to call a Special General Meeting of the said Company, to be held at such Place and for any Purpose as 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 such Sums of Money to be issued or received, laid out or disposed of for the Purposes of the same, as in contracting for and purchasing or hiring 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 the Streets, Market Places, Docks, Lanes, Ways, and other Places, Shops, and Public and Private Houses or Buildings, within the said Town of *Liverpool* and the said several Townships as aforesaid, and nominating, appointing, electing, placing, or displacing any Engineer, Officer, Workman, Agent, or Servant of the said Company (not being a Treasurer of the said Company), with such Salaries, Gratuities, Wages, or Recompence as to the said Committee shall seem proper, and in ordering, directing, and employing the Works and Workmen, and in selling and disposing of all Articles produced from Oil and other Materials as aforesaid, and in making, enforcing, and rescinding all Contracts and Bargains touching or in anywise concerning the same.

Power of
Committee.

XXXI. And

Calls to be
made on
Subscribers.

In default of
Payment of
Calls, Shares
to be for-
feited.

XXXI. And be it further enacted, That the Committee of Management for the Time being shall have full Power and Authority to make such Call or Calls of Money from the several Proprietors of the said Undertaking, their Executors, Administrators, Successors, and Assigns, as the said Committee of Management shall from Time to Time find wanting and necessary for the Purposes of the said Undertaking, so that no such Call do exceed the Sum of Twenty Pounds *per Centum* for or in respect of any One Share, and so that no Call or Calls be made but at the Distance of One Calendar Month at least from each other; and that the Sum or 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, to be issued and applied as directed in this Act; and the said several Sums of Money so called for shall be paid at such Time and Place as shall be directed and appointed by the said Committee 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, during the Space of Twenty-one Days next after the Time appointed for Payment thereof, then and in such Case such Person or Persons so neglecting or refusing shall absolutely forfeit all his, her, or their Share, Part, and Interest in the said Undertaking and Capital Stock, and all Profit and Advantage thereof, and all Money heretofore advanced by him, her, or them on account thereof, to and for the Use and Benefit of the rest of the said Company; and all Shares which shall or may be so forfeited shall or may be sold at a Public Sale for the most Money that can be gotten for the same, and the Produce thereof shall go to and make Part of the Capital or Joint Stock of the said Company; and the said Committee, or any Five of them, shall have Power and Authority to assign and transfer such Shares to such Person or Persons as shall become the Purchaser or Purchasers thereof, but that no Advantage shall be taken of such Forfeiture of any Share in the said Undertaking as aforesaid, unless the same shall be declared to be forfeited at some General or Special Meeting of the said Proprietors, which shall be held not earlier than Three Calendar Months next after the said Forfeiture shall happen; and every such Forfeiture so to be declared shall be an absolute Indemnification and Discharge to and for the Proprietor and Proprietors, or his, her, or their Executors, Administrators, Successors, and Assigns, so forfeiting, against all Actions, Suits, and Prosecutions for any Breach of Contract or other Agreement between such Proprietor or Proprietors, his, her, or their Executors, Administrators, Successors, and Assigns, and the said Company, with regard to the future carrying on and Management of the said Undertaking.

Executors,
&c. indem-
nified in pay-
ing Costs.

XXXII. 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 Payment shall have been made by him or her of the full Sum to be called for or 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, that then and in such Case the Executors or Administrators of such Proprietor, and the Trustee or Trustees, Guardian or Guardians of any Infant or other
Person

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 to the Share or Shares of such deceased Proprietor.

XXXIII. And be it further enacted, That the said Proprietors of Shares in the said Undertaking, or any Ten of them, shall meet together at the *King's Arms Inn, Liverpool*, aforesaid, or some other convenient Place in *Liverpool* aforesaid, within Sixty Days next after the passing of this Act, between the Hours of Eleven of the Clock in the Forenoon and One of the Clock in the Afternoon, or as soon after as conveniently may be, and shall then and there proceed to the Execution of this Act; and that from and after the said First Meeting of the said Company of Proprietors, there shall be held in each Year One General Meeting of the said Company, that is to say, on the Third *Wednesday* in *January* in each Year, or within Fourteen Days next afterwards, of which Meeting, as also of all Special Meetings by this Act authorized to be held, Fourteen Days Notice at the least shall be given by Advertisement in One or more of the Public Newspapers published in *Liverpool* aforesaid; and that such Meeting may be adjourned from Time to Time and from Place to Place within the said Town of *Liverpool* as shall be found expedient; and that the Subscribers and Proprietors, or any Ten or more of them, present at such General Meeting, shall annually elect Thirteen of the Proprietors of Shares in the said Undertaking, duly qualified as herein-before mentioned, to be a new Committee in the Place of the former Committee whose Office shall then have expired, according to the Provisions of this Act, by a Majority of Votes of the Proprietors present; and in all Cases whatever, when the Number of Votes, including the Vote of the Chairman, shall be equal, then the Chairman for the Time being shall have another and decisive or casting Vote.

First Meeting, and afterwards One General Meeting to be held in each Year.

XXXIV. And be it further enacted, That any such General Meetings or Special Meetings shall have full Power to call for and examine and settle the Accounts of the said Company and of the said Committee of Management; and that at the Annual General Meeting, or some Adjournment thereof, One or Two 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 or Dividends 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 Executors, Administrators, Successors, or Assigns, as such Meetings shall think fit to appoint and determine: Provided always, 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 the Payment of any Call for Money in respect thereof, until such Call shall have been paid.

Meetings to settle Accounts and declare Dividends.

Power to
appoint a
Treasurer or
Treasurers.

XXXV. 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 and to appoint, under the Common Seal of the said Company, any Person or Persons to be Treasurer or Treasurers, and from Time to Time to remove any such Treasurer or Treasurers 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 for any of the Purposes of this Act, for the faithful Execution of their respective Offices, before they shall enter there-upon respectively.

Treasurer
and Clerk
not to be the
same Person.

XXXVI. Provided always, and be it further enacted, That it shall not be lawful for the said Company to appoint the Person or Persons who may be appointed their Clerk or Clerks in the Execution of this Act, or the Partner of any such Clerk or Clerks, or the Clerk or Clerks or other Person or Persons in the Service or Employ of any such Clerk or Clerks, Treasurer or Treasurers for the Purposes of this Act, or to continue or appoint any Person or Persons who may be appointed Treasurer or Treasurers, or the Partner or Partners of any such Treasurer or Treasurers, the Clerk or Clerks to the said Company; and if any Person shall accept both the Offices of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of any such Clerk or Clerks, or the Clerk or Clerks or other Person or Persons in the Service or Employ of any such Clerk or Clerks, shall accept the Office of Treasurer, or being the Partner of any such Treasurer or Treasurers shall accept the Office of Clerk in the Execution of this Act, or if any such Treasurer shall hold or accept any Place or Office of Profit or Trust under the said Company other than that of Treasurer, every such Person so offending shall for every such Offence forfeit and pay the Sum of Fifty Pounds to any Person who shall sue for the same, to be recovered with full Costs of Suit in any 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 Imparlance, shall be allowed.

Treasurer,
&c. not to
issue Money
without an
Order, &c.

XXXVII. And be it further enacted, That no Sum or Sums of Money shall be issued by the Treasurer or Treasurers, or any other Officer or Officers, on account of the said Company, without an Order or Orders in Writing, signed by the Chairman of the Committee of Management for the Time being, for such Payment only as may have been ordered by a Vote of such Committee.

Proceedings
to be enter-
ed.

XXXVIII. 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 Chairman of the said Meeting and the Clerk of the said Company, 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.

XXXIX. Provided always, and be it further enacted, That all Notices herein directed to be given of any General or Special Meetings of Proprietors, or any Adjournments thereof respectively, or to any of the said Proprietors, and not herein otherwise provided for, shall be given by Advertisement to be inserted in some One Newspaper printed or circulated in the said Town of *Liverpool*, or by Letters from the Clerk of the said Company sent by the Post to or left at the usual Place of Abode or Business of the Proprietors respectively; and that such Notices, when so published or given, shall be deemed and considered the same as personal Notices.

Notice of Meetings, &c. how to be given.

XL. And be it further enacted, That if at any Time it shall appear to the said Committee of Management for the Time being, or a Majority of the same, at any Meeting thereof, or if at any Time it shall appear to any Ten or more of the said Company of Proprietors, to be necessary or expedient to call a Special Meeting of the Proprietors at large, for the Purpose of taking their Opinion and Determination upon any Matter or Thing relating to the said Company, then and in every such Case it shall be lawful for such Committee of Management, of their own Authority, or at the Requisition in Writing to be signed by such Ten or more Proprietors, and which Requisition shall specify the Object of such Meeting, and they are hereby required, to call a Special Meeting of the said Company at large; and in case the Committee of Management for the Time being shall refuse or neglect for the Space of Thirty Days to comply with such Requisition, then and in such Case it shall be lawful for the Proprietors who shall have signed the same to call a Special Meeting of the said Company at large; and Notice of every such Special Meeting shall be given by Advertisement in One or more of the Newspapers published in *Liverpool* aforesaid, specifying the Place where and the Time when such Meeting is to be held, the Time not being less than Fourteen Days after such Notice, and the Place to be somewhere in *Liverpool*, and likewise specifying in such Notice the Reason for and Intention of calling such Special Meeting; and the Proprietors are hereby authorized to meet pursuant to such Notice, and to take into Consideration the Matter or Matters to be submitted to them by the Persons calling such Special Meeting and specified in such Notice; and the Decision and Determination of the Proprietors present at such Meeting, or the major Part of them, shall be as valid to all Intents and Purposes as if the same had been made at any General Meeting of the said Company of Proprietors.

Special Meetings of the Proprietors may be convened.

XLI. And be it further enacted, That all and every Person or Persons who shall have subscribed for or become entitled to and be in the actual Possession of One or more Share or Shares in the said Undertaking; shall have One Vote only in respect of all or any such Share or Shares at the General and Special Meetings of the said Company to be held for carrying on the said Undertaking, or for any Purposes relative thereto: Provided always, that no Person shall be entitled to vote at any

Proprietors entitled to One Vote only in respect of their Shares.

any General or Special Meetings of the said Company, unless such Person shall have fully 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 said Committee of Management for or in respect of his or her Share or Shares: Provided also, that no Person shall vote at any of the 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 anywise interested other than as a Subscriber or Subscribers, Proprietor or Proprietors to or of the said Undertaking.

Empowering
Female Pro-
prieters of
Shares to
vote by
Proxy.

XLII. And be it further enacted, That any Female 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 her Vote at such General or Special Meetings as aforesaid, either in Person or by Proxy, every such Proxy being a Proprietor of the said Undertaking: Provided nevertheless, that no Person shall deliver in Proxies for more than Five Female Proprietors; and the Appointment of such Proxies may be made in the Form or to the Effect following; (*videlicet*,)

' I A. B. of One of the Proprietors of and in the *Liverpool*
' Oil Gas Light 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 Business,
' Matter, or Thing relating to the said Undertaking, that shall be
' mentioned or proposed at any General or Special 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 .'

Lunatics and
Minors how
to vote.

XLIII. Provided always, That in case any Proprietor or Proprietors entitled to vote at any such Meeting as aforesaid shall be a Lunatic or Lunatics, or a Minor or Minors, such Lunatic or Lunatics shall or may vote at such Meeting or Meetings by his, her, or their Committee, or any One of such Committee; and such Minor or Minors shall and may vote by his, her, or their Guardian, or any One of such Guardians: Provided also, that the Appointment of such Committee or Guardian shall be produced at every Meeting at which he may so offer to vote: Provided always, that no Person or Persons, or Bodies Corporate or Politic, shall hold and vote as a Proxy or Proxies for more than Two Members upon any one Occasion (except as herein-before mentioned with respect to Female Proprietors), but such Person or Party may also vote in Right of his own Shares, as well as Committee of any Lunatic or Lunatics, and as Guardian of any Minor or Minors, on the same Occasion.

General
Meetings
may make
Bye Laws.

XLIV. And be it further enacted, That the said Company shall have full Power and Authority from Time to Time, at any of their General or Special Meetings as aforesaid, 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
Proceed-

Proceedings of the said Committee of Management, and for the regulating of all Officers, Workmen, and Servants to be employed in or about the Affairs and Business of the said Company, and for the Superintendance 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 or Special Meeting shall seem meet and expedient; and all Rules, Orders, and Bye Laws so made as aforesaid 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 to the Laws of this Realm, or any of the express Directions or Provisions of this Act: Provided also, that Copies of such Rules, Orders, and Bye Laws shall be printed, affixed, and continued in the Office or other conspicuous Part of the Buildings and Premises of the said Company; and all such Rules, Orders, and Bye Laws shall be subject to appeal in manner by this Act directed.

XLV. Provided always, and be it enacted, That nothing in this Act contained shall extend, or be deemed, taken, or construed to extend, to authorize or enable the said Company, nor shall it be lawful for them, to erect, build, or establish any Gasometers, or any other Buildings or Works used or necessary for the Purpose of creating or making Gas, or any other Matter or Thing, by virtue of this Act, within the Distance of One hundred and fifty Yards from the Quays of any of the present or future Docks or Basins made or to be made in the said Port and Town of *Liverpool*, or in *Harrington* adjoining thereto, belonging to the Trustees of the *Liverpool* Docks, nor to continue the same, without the Consent of the Trustees of the *Liverpool* Docks for that Purpose first had and obtained, such Consent to be signified by the Surveyor of the said Trustees for the Time being, nor within the like Distance of One hundred and fifty Yards from any Dock or Basin belonging to or in the Occupation of the Trustees named in the last Will and Testament of the Most Noble *Francis* late Duke of *Bridgewater*, or their Successors, nor to continue the same, without the Consent in Writing of such Trustees, nor within the Distance of Two hundred Yards from any Station or Reservoir belonging to the Company of Proprietors of the *Liverpool* Corporation Water Works, nor to continue the same, without the Consent of the Committee of Directors of the said Company, which Consent, to be signified under the Hand of the Chairman of such Committee for the Time being, the said Committee are hereby authorized to give, nor within the Distance of One hundred and fifty Yards from any Station belonging to the *Liverpool* Gas Light Company, nor to continue the same, without the Consent of the Committee of Management of the said Company, on Pain of forfeiting for every Day such Buildings or Works shall be so used or established as aforesaid the Sum of Fifty Pounds, to be recovered by Action of Debt, Bill, Plaint, or Information, in any of His Majesty's Courts of Record at *Westminster*, wherein no Essoign,

No Gasometer or Works to be erected within 150 Yards of the Dock Quays, without Consent of Trustees;

nor without Consent of Trustees of the Duke of *Bridgewater*, or the Directors of the *Liverpool* Corporation Water Works, or the *Liverpool* Gas Light Company.

Protection, or Wager of Law, or more than One Impar lance, shall be granted or allowed; and the said Sum, when recovered, shall be paid (as the Case may be) to the Trustees of the *Liverpool Docks*, or to the said Trustees of the late Duke of *Bridgewater*, for the Use of the said Trustees respectively, or to the Directors of the said Company of Proprietors of the *Liverpool Corporation Water Works*, for the Use of such Company, or to the Committee of Management of the said *Liverpool Gas Light Company*, for the Use of such Company.

Company to contract for lighting Public Lamps.

XLVI. And be it further enacted, That the said Company shall and they are hereby required from Time to Time to light the Public Lamps in the Streets, Squares, Lanes, Passages, and other Public Ways in the said Town of *Liverpool*, and the said several other Townships, in all or any of such Streets and Ways in which the said Company shall have laid Mains, in such Manner, at such Time and Times as shall from Time to Time be fixed, concluded, and agreed upon by and between the said Company and the Commissioners, Trustees, or other proper Persons appointed for the Purpose of lighting the said Town and the said several other Townships.

To afford cheaper Light than Oil.

XLVII. Provided always, and be it enacted, That the said Company shall and they are hereby directed and required to supply such of the said Public Streets, Squares, Lanes, Passages, and other Public Ways in the said Town and Townships as shall be contracted for, with Gas, of such Quality as shall at all Times afford a cheaper and better Light than could be obtained from burning Oil in the ordinary Mode; and every Contract or Agreement which shall be entered into for lighting with Gas any 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 burning Oil in the ordinary Mode, according to the average Expence of lighting with Oil for the Space of Three Years immediately preceding.

Service Pipes to be kept fully charged with Gas.

XLVIII. And be it further enacted, That the Branch or Service Pipes which shall be put up by the said Company for lighting the Streets, Squares, and other Public Places of the said Town and Townships, any or either of them, under any Contract or Agreement with the said Commissioners or other Persons thereunto authorized, shall be kept fully charged with Gas, and the Stopcocks 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.

Company may break up Highways, &c.

XLIX. And be it further enacted, That it shall and may be lawful for the said Company of Proprietors, their Successors and Assigns, at any Time or Times, by themselves, their Engineers, Officers, Agents, Workmen, and Servants, for all or any of the Purposes of this Act, to break up and remove the Soil, Posts, Curbs, Bulkheads, Bars, Sewers, Drains, Pavements, Flags, and gravelled and other Ways of any of the present or future Public Roads, Highways, Streets, Squares, Lanes, Passages, Courts, Footways, Quays, and other

other Public Places in the said Town of *Liverpool*, and also in the said several Townships of *Everton*, *Kirkdale*, *West Derby*, and *Toxteth Park*, and to dig and sink Trenches or Drains, and lay Pipes, and put and affix Stopcocks, Plugs, Branches, or other Apparatus from such Pipes, and to do all such other Matters and Things, at such Times and in such Manner as they shall judge necessary, for supplying and conveying the Gas to be made by the said Company in the most ample and convenient Manner to and into the said Streets, Highways, Squares, Lanes, and other Places, and into the respective Houses, Offices, and other Buildings of the said Inhabitants of the said Town and the several Townships aforesaid, who may require the same; and from Time to Time, as Occasion may require, to alter, vary, and change the Position of, and repair, relay, and maintain all such Pipes, Stopcocks, Plugs, and other Apparatus, and to do all such other Acts, Matters, and Things as they shall from Time to Time deem necessary or proper for amending, repairing, completing, improving, using, and perfecting the Works authorized by this Act to be made, done, and provided for the Purposes and according to the Intent and Meaning hereof, they the said Company of Proprietors, their Engineers, Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted; and this Act shall be sufficient to indemnify the said Company of Proprietors, and their Engineers, Servants, Agents, or Workmen, and all other Persons whomsoever, for all Acts, Matters, and Things they or any of them shall do by virtue hereof, subject to such Provisoos or Restrictions as are herein contained.

L. Provided always, and be it enacted, That nothing herein contained shall extend or be construed to extend to authorize or empower the said Company or their Successors to carry or lay any Pipe or Pipes, Cocks, or Branches, from any Main or Pipe, against, into, or through 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 or Owners, Occupier and Occupiers for the Time being of any such Dwelling House or Dwelling Houses, Manufactories, Public or Private Buildings as aforesaid respectively; nor to enable the said Company or their Successors to enter into or upon, or to carry or lay any Pipe or Pipes in, over, or upon any Private Lands or Grounds, without the Consent in Writing of the Owners and Occupiers of such Lands or Grounds for that Purpose first had and obtained.

Company not to lay Pipes on private Premises, &c: without Consent.

LI. Provided always, and be it further enacted, That the said Company, in so breaking up and removing the Soil, Posts, Curbs, Bulkheads, Bars, Drains, Pavements, Flags, and gravelled and other Ways of any of the present or future Public Roads, Highways, Streets, Squares, Lanes, Passages, Courts, Footways, Quays, and other Public Places in the said several Townships, and in laying or repairing any such Pipes, Plugs, Stopcocks, Branches, or other Apparatus, shall do as little Damage as may be, and shall forthwith fill in the Trenches, and make good the Pavements and Roads, and carry away the Rubbish occasioned thereby; and the said Company shall in the meantime fence or guard, and affix Lights during the

Company in laying Pipes to make good the Pavements.

Night,

Night, at or near the Place or Places where any Ground shall be opened, in such Manner as to prevent Accidents to Passengers, Cattle, or Carriages, and by and according to the Directions and Provisions contained in all or any of the Acts of Parliament in force for the Time being, for paving, lighting, watching, and improving the said Town of *Liverpool* or the said several Townships aforesaid, or any of them, or for preventing Nuisances therein: Provided also, that if there shall be any wilful or negligent Delay in the said Company of Proprietors, or in any of their Agents or Servants, or any other Person or Persons acting by or under their Authority, in filling in any such Ground, or removing Rubbish, or making good any such Pavements or Roads, or in case the same shall be imperfectly repaired, or in case the Ground so opened shall not be fenced or guarded and lighted, then and in every such Case it shall be lawful for the Person or Persons, or Body or Bodies Politic or Corporate, in whom the Right of Soil of such Pavements or Roads shall be, or to and for the Surveyor for the Time being of the Trustees of the *Liverpool* Docks, as to the Quays or Streets or Highways surrounding the Docks and Works belonging to the said Trustees, or the Surveyor for the Time being of the said Mayor, Bailiffs, and Burgesses of *Liverpool*, as to such Streets and Highways in *Liverpool* as are repaired by and at the Expence of the said Mayor, Bailiffs, and Burgesses, or to and for the Surveyors of the Highways of the said Town of *Liverpool*, as to such of the Streets and Highways in *Liverpool* as are repaired by and under the Direction of such Surveyors of the Highways of *Liverpool*, or to and for the Surveyors of the Highways of the said several Townships of *Everton*, *Kirkdale*, *West Derby*, and *Toxteth Park*, as to such Streets and Highways as are within the said Townships respectively, to fill in such Grounds, and to remove such Rubbish, and to repair and make good the Pavement or other Material of any Street, Square, Highway, Quay, Bridge, Market Place, Court Yard, Road Way, Lane, Passage, or other Place so broken up, and properly to fence or guard any such Trench or Excavation, and to place and maintain such Light or Lights during the Night, as to him or them shall seem necessary; and the reasonable Costs and Charges thereof shall be paid by the said Company or their Treasurer or Treasurers; and in default of Payment thereof, for Thirty Days next after Demand made for the Payment thereof, Proof of such Demand being made by the Oath of One or more credible Witness or Witnesses before One or more Justice or Justices of the Peace for the said Borough of *Liverpool* (or the said County of *Lancaster*, as the Case may be), all such reasonable Costs, 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; and which Warrant such Justice or Justices is and are hereby empowered to grant; and such Penalties, Costs, Charges, and Expences shall be paid to such Surveyor or Surveyors as aforesaid: Provided always, that after such Pavements or Roads shall have been so repaired and made good, the same shall, within Six Calendar Months thereafter, give way or require relaying or repairing in consequence of such
Pave-

Pavements or Roads having been broken up for the Purpose of carrying this Act into Execution, the same shall be forthwith done and performed by and at the Expence of the said Company.

LII. Provided always, and be it further enacted, That if any Question shall arise between the said Company of Proprietors or any of the Parties aforesaid relative to the proper Reinstatement, sufficient or insufficient Repair or Maintenance of the Pavement, under the Provisions of this Act, of any of the Highways or Places wherein the said Company may have laid any Pipes or constructed any Works, it shall and may be lawful to and for any Justice of the Peace for the said Borough of *Liverpool* or the County of *Lancaster* aforesaid, upon Information and Complaint before him, to summon the Clerk or Engineer or other Officer of the said Company, and to hear and determine the Matter in a summary Way, and to award and adjudge such Sum of Money by way of Damages against the said Company, together with such Costs and Charges as to such Justice shall seem proper; and the Amount of such Damages so awarded and adjudged shall and may be recovered from the said Company by an Action of Debt, or by Distress and Sale of the Goods and Chattels of the said Company, or as any other Penalty is recoverable under this Act: Provided always, that it shall not be competent for any Justice of the Peace to hear and determine any such Question as aforesaid, unless Two full Days Notice by the complaining Party shall have been given to the said Company of the intended Application to such Justice, with the Grounds of such Complaint.

If any Question arises as to Sufficiency of Pavement, to be referred to a Justice, &c.

LIII. And be it further enacted, That it shall and may be lawful for the said Company to contract and agree with the Surveyors of the Highways of the said Town of *Liverpool* for the Time being, for any Term or Terms of Years or otherwise, not exceeding Ten Years in any One Contract, for the opening or filling in of all or any of the Trenches or Drains required to be opened for laying the Mains, Pipes, Branches, or other Apparatus of the said Company for supplying the said Gas, and also for paving, flagging, and repairing the Highways, Streets, Roads, and Public and Private Ways so opened or broken up for the Purpose aforesaid; and that all and every Contract and Contracts, and the Covenants, Stipulations, and Conditions therein contained, if made for any longer Term than One Year, shall be binding and conclusive upon the said Surveyors so entering into the same, and their Successors, Surveyors of the Highways for the Time being, any Law or Usage to the contrary thereof in anywise notwithstanding: Provided always, that the said Company shall and they are hereby required to give Notice in Writing, under the Hand of their Manager or Engineer for the Time being, to the Surveyors of the Highways of the said Town of *Liverpool*, Three Days at least before they proceed to break up or open any of the Streets in the said Town repaired by or under the Directions of the said Surveyors, for the Purpose of laying therein any Mains for the Conveyance of Gas as aforesaid.

Power for Company to contract with Surveyors of Highways for Repair of Streets, &c.

Company to
give Notice
of laying
Pipes on the
Dock Quays,
&c.

LIV. Provided always, and be it further enacted, That if the said Company of Proprietors shall be desirous of entering into or upon any of the present or future Docks, Quays, or Wharfs of the Port of *Liverpool*, for the Purposes of this Act, the said Company of Proprietors, or some Person or Persons on their Behalf, shall give Thirty Days Notice in Writing to the Trustees of the *Liverpool* Docks, or their Secretary or Surveyor for the Time being, describing the Line or Lines, Place or Places, in which they propose to lay or place any Pipes or other Works; and if the said Trustees shall require the Line or Lines, Place or Places thereof to be varied, then the said Company of Proprietors, their Successors or Assigns, shall cause such Pipes or other Works to be laid or placed in such other Place or Places suitable for the Purpose, as the said Trustees or their Surveyor for the Time being shall, previous to the Expiration of such Thirty Days, describe and point out.

Company to
remove
Pipes, &c.
on private
Property, on
Notice.

LV. Provided always, and be it further enacted, That in case any Pipe, Cock, or Branch shall be carried or laid from any Main or Pipe of the said Company of Proprietors, into or through or against any private Dwelling House, Manufactory, Warehouse, Wharf, Building, Yard, or Ground, for the Purpose of lighting the same, or any other Dwelling House, Manufactory, Building, Yard, or Ground, in pursuance of and conformably to the Powers and Authorities in this Act contained, and the Owner or Occupier of any such private Dwelling House, Manufactory, Warehouse, Wharf, Building, Yard, or Ground, into or through or against which such Pipe, Cock, or Branch shall pass or be laid, shall be desirous that the same Pipe, Cock, or Branch shall be altered or removed and taken away, and of such their Desire shall give Notice in Writing to the said Company of Proprietors, then and in every such Case the said Company of Proprietors shall, within Seven Days after Receipt of such Notice, alter or remove and take away, or cause to be altered or removed and taken away, all or any such Pipes, Cocks, and Branches as shall have been so introduced and laid therein or thereupon from any such Main or Pipe of the said Company as aforesaid, and in default thereof it shall and may be lawful to and for such Owner or Occupier, or any other Person or Persons acting under their Authority, to cause such Pipes, Cocks, and Branches to be altered or removed and taken away, as the Case may require; and the Costs and Expences of such Removal shall be recovered from the said Company, on Complaint before a Justice of the Peace, as any Penalty is recoverable under this Act, if the same be not paid on Demand by such Company.

Owners of
private
Grounds
may alter
the Position
of Pipes.

LVI. 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 for the Time being, and after the same shall have been so laid and placed, such Owner or Owners shall be desirous of having the same removed, it shall be lawful for such Owner or Owners at any Time or Times thereafter, 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,

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.

LVII. Provided always, and be it further enacted, That if by the raising, sinking, or altering any of the said Pipes, Cocks, Plugs, or Branches, by 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 or their Successors, 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 Town of *Liverpool* or County of *Lancaster* (as the Case may require), shall be made good to the said Company of Proprietors by the said Owner or Owners (as the Case may be) as soon as Circumstances shall permit; and in default of Payment thereof by any such Owner or Owners for Seven 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 Town of *Liverpool* or County of *Lancaster* (as the Case may require), 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 such Justice or Justices of the Peace, 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.

Company to be remunerated for Loss sustained in altering Pipes, &c. in certain Cases.

LVIII. Provided always, and be it enacted, That the Course and Direction of the present and future Public Sewers and Drains in *Liverpool* shall not be altered or changed, nor shall they be broken into, disturbed, or interfered with by the said Company of Proprietors, without the previous Consent of the Common Council of the said Town of *Liverpool* for the Time being, or of some Committee of the said Common Council for the Time being, to be signified in Writing under the Hand of their Surveyor, or without the previous Consent of the Surveyors of the Highways of the Town of *Liverpool*; nor shall any Public Sewers and Drains in any of the said several Townships of *Everton*, *Kirkdale*, *West Derby*, or *Toxteth Park*, be so altered or changed, broken into, disturbed or interfered with by the said Company, without the previous Consent of a Majority of the Owners and Occupiers of Lands and Tenements within the said Townships respectively, at a Meeting to be called for the Purpose, of which Meeting Notice shall be given in the usual Mode of publishing Notices in the said Townships at least Seven Days previous to the Time of holding the same; and that if any Alteration shall be made (with such Consent), then such Sewers and Drains shall be again made good to the Satisfaction of the said Surveyors respectively, by and at the Expence of the said Company, as soon as conveniently may be; provided also, that no Alteration shall be made in the present or future Tunnels used for cleansing any of the present or future Public or Private Docks in the said

Public Sewers, &c. not to be altered without Consent of the Surveyor of Corporation of *Liverpool*.

said Town, or in *Toxteth Park*, nor shall they in anywise be interfered with, broken into, or disturbed, without the previous Consent of the Trustees of the *Liverpool Docks*, or of the Committee of the said Trustees for the Time being, to be signified in Writing under the Hand of the Surveyor for the Time being of the said Trustees, or with the Consent in Writing of the Owner or Occupier for the Time being of any Private Dock (as the Case may be); and that if any Alteration shall be made (with such Consent), then the said Tunnels shall be again made good to the Satisfaction of the Surveyor of the said Trustees or other Parties interested, by and at the Expence of the said Company of Proprietors, as soon as conveniently may be.

Company to use particular Pipes and Conduits.

LIX. Provided always, and be it further enacted, That the several Main Pipes or Conduits, and all other Pipes or Conduits to be from Time to Time laid down or made use of for the Conveyance of Gas by the said Company by virtue of this Act, shall be made of Cast Iron, Wrought Iron, Block Tin or Copper, or some other Metal, and not of any other Material, and that every such Main Pipe or Conduit shall have the Words "Oil Gas" stamped or formed thereon in such Manner as that such Words shall be legible upon every Nine Feet of such Pipes, and that every such Main Pipe or Conduit shall be so laid that such Words may always be upon the upper Part thereof.

Penalty for conveying offensive Liquids into River, &c.

LX. Provided always, and be it further enacted, That if the said Company of Proprietors, or any Body Politic or Corporate, or Person or Persons whomsoever, shall at any Time empty, drain, or convey, or cause or suffer to be emptied, 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 said Gas Works, or in the Manufacture or Process of making or procuring such Gas, into any River, Brook, running Stream, Reservoir, Aqueduct, Feeder, Pond, Spring Head, or Well, or into any Canal, Dock, Basin, Cut, or navigable River or Stream, or 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, or Spring Head, Well, Canal, Dock, Basin, Cut, or navigable River or Stream, or any Drain, Sewer, or Ditch, then and in every such Case the Company of Proprietors, or other Body Politic or Corporate, or Person or Persons so offending, 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 or on the Case, or by Bill, Complaint, Suit, or Information, wherein no Essoign, Protection, Privilege, or Wager of Law, nor more than One Imparance, shall be allowed, and the whole thereof shall be paid to the Person or Persons who shall inform or sue for the same: Provided always, that no such Penalty or Forfeiture shall be recoverable unless the same be sued for within Twelve Calendar Months from the Time such Annoyance, Nuisance, Injury, Damage, Act, or Thing shall have ceased and determined: Provided also, that over and
above

above and in addition to the said Penalty of Two hundred Pounds, (and 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 emptied, 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, Spring Head, or Well, Canal, Dock, Basin, Cut or navigable River or Stream, 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 by any Person or Persons to whom the same shall belong, or by any other Person or Persons whomsoever, to the said Company of Proprietors, or other Body Politic or Corporate, or other Person or Persons so offending, and the said Company of Proprietors, or Body Politic or Corporate, or such Person or Persons, shall not, within Twenty-four Hours after such Notice shall have been given to them or him as aforesaid, stop, hinder, or prevent all and any such Washings, Waste Liquids, or noisome or offensive Liquids, Substances, or Things, from being emptied, 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 Company of Proprietors, or such Body Politic or Corporate, or Person or Persons so offending, 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 emptied, drained, conducted, or conveyed, or caused or suffered to run or flow in manner aforesaid, or such other Annoyance, Act, or Thing shall be done or caused to be done as aforesaid; and such last-mentioned Penalty shall and may be recovered and levied in such and the like Manner as any other Penalty or Forfeiture is in and by this Act directed to be recovered and levied, and shall be paid to the Informer, or to the Person or Persons who, in the Judgment of the Justice or Justices before whom the Conviction shall take place, shall have sustained any Annoyance, Injury, or Damage by any such Act so done or committed.

LXI. And be it further enacted, That all and every the Pipes or other Conduits to be laid or used for the Conveyance of Gas in, under, through, along, across, or round any Street, Square, Market Place, Dock, Lane, Weint, Alley, Passage, Court, or other Place in the Town and Parish of *Liverpool* aforesaid, or in the Township of *Toxteth Park*, shall be so laid at the greatest practicable Distance, and whenever the Width of the Carriage Way in such Street or Place will allow thereof, at the Distance of Four Feet at least, as well from the nearest Part of any Water Pipe already laid down or hereafter to be laid down by or by the Order of the Company of Proprietors for the Time being of the *Liverpool* Corporation Water Works, for the Conveyance of Water in, under, through, along, across, or round any of the said Streets, Squares, Market Places, Docks, Lanes, Weints, Alleys, Passages, Courts, or other Places in the Parish and Town of *Liverpool* aforesaid, as also from the nearest Part of any Main or

Gas Pipes to be laid Four Feet from Water Pipes, in a particular Manner.

[*Local.*]

10 F

Conduit

Conduit Pipe already laid down or hereafter to be laid down by or by the Order of the *Liverpool* Gas Light Company, for the Conveyance of Gas in, under, through, along, across, or round any Streets, Squares, Market Places, Docks, Lanes, Weints, Alleys, Passages, Courts, or other Places in the Town of *Liverpool*, or the Township of *Toxteth Park*, (unless in Cases where it shall be unavoidably necessary to lay the Pipes of the said *Liverpool* Oil Gas Light Company across any of the Pipes of the said Company of Proprietors of the *Liverpool* Corporation Water Works, or of the said *Liverpool* Gas Light Company, in which Cases the said Pipes of the said *Liverpool* Oil Gas Light Company shall be laid over and above such Water Pipes, or such Pipes of the said *Liverpool* Gas Light Company (as the Case may be), at the greatest practicable Distance therefrom, and shall form therewith a Right Angle,) and that in such Cases the said Pipes of the said *Liverpool* Oil Gas Light Company so crossing the said Pipes of the said *Liverpool* Corporation Water Works Company, or of the said *Liverpool* Gas Light Company, shall be at least Nine Feet in Length, so that no Joint of any of the said Pipes of the said *Liverpool* Oil Gas Light Company shall be nearer to any Part of the said Pipes of the said *Liverpool* Corporation Water Works Company, or of the said *Liverpool* Gas Light Company, than Four Feet at least; and that in laying down the said Pipes the said *Liverpool* Oil Gas Light Company, their Successors or Assigns, shall in no Case join Two or more Gas Pipes together previous to their being laid in the Trench, but shall lay each Pipe as near as may be in its Place in the Trench, and shall in such Trench properly form the Jointing with the other Pipes to be added thereto, with proper and sufficient Materials, and shall also make and keep all and every such Pipes, and all Pipes connected or communicating therewith, and all the Screws, Joints, Inlets, Apertures, or Openings therein respectively Air-tight, and in all and every respect prevent the said Gas from escaping therefrom and from any Part thereof, upon Pain of forfeiting for every Offence the Sum of Five Pounds, to be recovered as any Penalty is herein directed to be recovered, and shall be paid to the said Company of Proprietors of the *Liverpool* Corporation Water Works, or to the said *Liverpool* Gas Light Company (as the Case may be).

For stopping
the Escape of
Gas.

LXII. 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 Oil Gas Light Company in pursuance of this Act, the said Oil Gas Light Company shall at their own Expence, immediately after receiving Notice by Parole 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 Person or Persons whomsoever, stop and prevent such Gas from escaping; and in case the said Oil Gas Light Company shall not, within Twenty-four Hours next after such Notice by Parole 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 Oil Gas Light Company shall for every such Offence forfeit and pay the Sum of 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 to escape as aforesaid; which Penalty shall from Time to Time be recoverable in a summary Way, on the Oath of One or more credible Witness or Witnesses, before some One or more Justice or Justices of the Peace for the said Borough of *Liverpool*, or County Palatine of *Lancaster* (as the Case may be), and shall and may be recovered, with all reasonable Charges, by Distress and Sale of the Goods and Chattels of the said Oil Gas Light Company, by the Warrant of any such Justice or Justices of the Peace as aforesaid.

LXIII. And be it further enacted, That whenever the Water of the Company of Proprietors of the *Liverpool* Corporation Water Works shall be contaminated or affected by the Gas of the said Oil Gas Light Company, the said Oil Gas Light Company shall forfeit and pay for every such Offence a Sum not exceeding Twenty Pounds, to be sued for and recovered as any Penalty is hereby directed to be sued for and recovered, and shall be applied to and for the Use and Benefit of the said Company of Proprietors of the *Liverpool* Corporation Water Works; and in case any such Water shall be contaminated or affected by Gas in any way whatsoever, that then and in every such Case and Cases the said Oil Gas Light Company, their Successors and Assigns, shall, within Twenty-four Hours next after Notice thereof in Writing, signed by any of the Directors, or by the Treasurer, or by the Manager or Chief Clerk for the Time being of and for the Company of the *Liverpool* Corporation Water Works, to be left at the usual Office or Place of transacting Business of the said Oil Gas Light Company, cause the most proper and effectual Measures to be taken effectually to stop and prevent Gas from escaping from their Works, Mains, or Pipes, or contaminating or affecting the Water of the Company of Proprietors of the *Liverpool* Corporation Water Works; and in case the said Oil Gas Light Company, their Successors or Assigns, shall not, within Twenty-four Hours next after each and every such Notice so left as aforesaid, effectually stop and prevent Gas from so escaping, and wholly and satisfactorily remove the Cause of every such Complaint, and prevent all and every such Contamination whereof Notice shall be given as aforesaid, that then and in every such Case the said Oil Gas Light Company, their Successors or Assigns, shall, on each and every Complaint, whereof Notice shall be given as aforesaid, forfeit and pay to the Treasurer for the Time being, or to any One of the Directors for the Time being of the Company of Proprietors of the *Liverpool* Corporation Water Works, for the Use and Benefit of the same Proprietors, over and above the before-mentioned Penalty of Twenty Pounds, to be recovered as aforesaid, the Sum of Ten Pounds for each and every Day during which the Water of the said last-mentioned Company shall be and remain contaminated, tainted, or affected by the Gas of the said Oil Gas Light Company; and in default of Payment thereof as aforesaid, such Penalty or Penalties shall and may be recovered by Information, to be exhibited on the Oath of One credible Witness by and in the Name of the Treasurer, or by and in the Name of the Manager and Chief Clerk for the Time being of the Company of Proprietors of the *Liverpool* Corporation Water Works, or by and in the Name of any One or
more

Oil Gas Com-
pany to pre-
vent Escape
and Contam-
ination, &c.
of Water.

more of the Directors of the said Company of Proprietors of the *Liverpool* Corporation Water Works, at the Option of the Parties prosecuting such Information against the said Oil Gas Light Company, their Successors or Assigns, before any Justice of the Peace for the Borough of *Liverpool*, with Costs, to be assessed by such Justice, and to be levied by Distress and Sale of the Goods and Chattels of the said Oil Gas Light Company, their Successors or Assigns, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal of such Justice, which Warrant such Justice is hereby empowered to grant; and such Penalty or Penalties, and Costs, when so levied, shall be paid to the Treasurer or to One of the Directors for the Time being of the Company of Proprietors of the *Liverpool* Corporation Water Works, for the Use of the same Proprietors.

For ascer-
taining if the
Water is con-
taminated.

LXIV. And whereas it may be or become a Question upon such Complaint as aforesaid, whether the said Water be contaminated or affected by the Gas of the said Oil Gas Light Company; be it therefore enacted, That in every such Case it shall and may be lawful to and for the said Company of Proprietors of the *Liverpool* Corporation Water Works to dig to and about, and search and examine the Mains, Pipes, Conduits, and Apparatus of the said Oil Gas Light Company, for the Purpose of ascertaining whether such Contamination proceed or be occasioned by the Gas of the said Company; and if it shall appear that the said Water has been contaminated by any Escape of Gas of the said Oil Gas Light Company, the Costs and Expences of the said Digging, Search, and Examination, and Repair of the Pavement of the Street or Streets which shall be taken up or disturbed, shall be borne and paid by the said Oil Gas Light Company, which Costs and Expences shall be ascertained and determined, if necessary, by such Justice as aforesaid, and be recovered in like Manner as any Penalty may be recovered by virtue of this Act: Provided always, that if upon such Examination it shall appear that such Contamination has not arisen from any such Escape of Gas from any of the Mains, Pipes, or Conduits of the said Oil Gas Light Company, then and in such Case the said Company of Proprietors of the *Liverpool* Corporation Water Works shall bear and pay all the Costs and Expences of such Examination, Repair, and Search, and shall also make good to the said Oil Gas Light Company any Loss, Injury, or Damage which may be occasioned to the said Mains, Pipes, Conduits, or Apparatus of the said Oil Gas Light Company, in and by such Search and Examination, and also to the Pavement of the said Streets so broken up or disturbed in such Search or Examination, the Amount of such Injury, Loss, or Damage to be ascertained and determined, if necessary, by such Justice or Justices of the Peace as aforesaid.

Notice to be
given to the
Corporation
Water
Works of
opening
Ground near
to their Pipes.

LXV. And be it further enacted, That when and as often as the said Company, their Successors or Assigns, or their Servants, Agents, or Workmen, shall dig or sink any Trench or Trenches for laying any Pipe or Pipes for the Conveyance of Gas, or other Apparatus, or shall open any Ground for the Purposes of this Act or any of them, in or upon or near to which any Water Pipe or Pipes belonging to the said
Pro.

Proprietors for the Time being of the *Liverpool* Corporation Water Works, for conveying Water into, through, or about the said Town and Parish of *Liverpool* aforesaid, or any Branch or Service Pipe or Pipes for the Supply of any Dwelling House or Building, shall be laid, the said Company, their Successors or Assigns, Servants, Agents, or Workmen, shall and they are hereby required to give Three Days previous Notice thereof in Writing to the Manager and Chief Clerk for the Time being of the Proprietors of the *Liverpool* Corporation Water Works, to be left at the principal Office of the same Proprietors; and on every such Occasion the said Company, their Servants, Agents, and Workmen, shall, under the Direction and Inspection of the Manager and Chief Clerk or Engineer for the Time being of the said Company of Proprietors of the *Liverpool* Corporation Water Works, (or under the Direction and Inspection of any other Person or Persons authorized by the Directors for the Time being of the said Company of Proprietors of the *Liverpool* Corporation Water Works,) protect and secure such Water Pipe or Pipes from any Injury or Damage, and shall also within Three Days thereafter repair and make good any Damage that shall or may be done to any such Pipe or Pipes on any such Occasion; and in Default of giving such Notice as aforesaid, and also of repairing and making good any such Damage within the Time aforesaid, the said Oil Gas Light Company, their Successors or Assigns, shall for each and every such Default forfeit and pay to the Manager and Chief Clerk or One of the Directors for the Time being of the Company of Proprietors for the Time being of the *Liverpool* Corporation Water Works, for the Use of the said Company of Proprietors, any Sum not exceeding Five Pounds for each and every Day, and for each and every such Default, and also the Costs and Expences which shall have been incurred by the said Water Company in and about the securing and protecting of any such Water Pipe or Pipes, or in repairing and making good any Injury or Damage that may have been done to any such Water Pipe or Pipes, or repairing or making good the Pavement over or adjoining the same, by the Ways and Means aforesaid; and all which Damages, Costs, Charges, and Expences, are to be ascertained by any Justice of the Peace for the said Borough of *Liverpool* or the County of *Lancaster* (as the Case may require), and to be recovered in the same Manner as any Expences or Penalties under this Act may be recovered.

LXVI. And be it further enacted, That when and so often as the said Oil Gas Light Company, their Successors or Assigns, or their Servants, Agents, or Workmen, shall dig or sink any Trench or Trenches for laying any Pipe or Pipes for the Conveyance of Gas or other Apparatus, or shall open any Ground for the Purposes of this Act, or any of them, in or upon or near to which any Main or Conduit Pipe or Pipes belonging to the *Liverpool* Gas Light Company shall be laid, the said *Liverpool* Oil Gas Light Company, their Successors or Assigns, shall and they are hereby required to give Three Days previous Notice thereof in Writing to the Head Clerk or Engineer of the *Liverpool* Gas Light Company, to be left at the Office for the Time being of the said *Liverpool* Gas Light Company; and on every such Occasion the said *Liverpool* Oil Gas Light Company,

Notice to be given to *Liverpool* Gas Light Company when any Ground is opened near to their Pipes.

[*Local.*]

10 G

their

their Servants, Agents, and Workmen, shall protect and secure such Pipes of the said *Liverpool Gas Light Company* from any Injury or Damage, and shall forthwith repair and make good any Damage that shall or may be done to any such Pipes on any such Occasion; and in Default of giving such Notice as aforesaid, and also of forthwith repairing and making good any such Damage, the said *Liverpool Oil Gas Light Company*, their Successors or Assigns, shall for each and every such Default forfeit and pay to the Chief Clerk for the Time being of the said *Liverpool Gas Light Company*, for the Use of the said Company, any Sum not exceeding Five Pounds for each and every Day, and for each and every such Default, and also the Costs and Expences which shall have been incurred or sustained by the said *Liverpool Gas Light Company*, in and about securing and protecting of any such Pipes, or in repairing or making good any Injury or Damage that may have been done to any such Pipes, or repairing or making good the Pavement over or adjoining the same by the Ways or Means aforesaid, and any Loss or Damage which may be sustained by the said *Liverpool Gas Light Company*, by reason or means or in consequence of any Injury done to such Pipes; and all which Damages, Costs, Charges, and Expences shall be ascertained by any Justice of the Peace for the said Borough of *Liverpool* or the County of *Lancaster* (as the Case may require), and be recovered in the same Manner as any Expences or Penalties under this Act may be recovered.

Powers given to the *Liverpool Corporation Water Works* extended to the *Bootle Company*.

39 G. 3. c. 36.

LXVII. Provided always, and be it further enacted, That all and every the Powers, Authorities, Stipulations, and Restrictions hereinbefore contained and enacted, relating to the Company of Proprietors for the Time being of the *Liverpool Corporation Water Works*, their Manager or Chief Clerk, Engineers, Servants, Workmen, and others, by them employed for preventing the said Gas from escaping from the said Company's Pipes, now laid or hereafter to be laid, and for protecting the said Company's Water from Contamination, noxious Smell, or by or from such Gas as aforesaid, and for other the Purposes hereinbefore expressed and enacted, shall be deemed and taken, and shall be construed to be deemed and taken to extend and be applicable to the Company of Proprietors of the *Liverpool Water Works*, incorporated by an Act passed in the Thirty-ninth Year of the Reign of His late Majesty, intituled *An Act for better supplying the Town and Port of Liverpool with Water from certain Springs in the Township of Bootle, in the County Palatine of Lancaster*, to all Intents, Constructions, and Purposes, both in the Town of *Liverpool*, and the Townships of *Everton, Kirkdale, and West Derby*, as if the same Powers, Authorities, Stipulations, and Restrictions were herein repeated and enacted.

Power for Commissioners of Lamps in *Liverpool* to contract for lighting with Gas.
21 G. 2. c. 24.

LXVIII. And whereas Doubts may arise whether the said Company of Proprietors can enter into any Contracts with the Commissioners for the Time being, appointed and to be appointed under and by virtue of an Act of Parliament made and passed in the Twenty-first Year of the Reign of His late Majesty King *George the Second*, intituled *An Act for building a Church in the Town of Liverpool in the County Palatine of Lancaster, and for enlightening and cleansing the Streets*

of the said Town, and for keeping and maintaining a Nightly Watch there; be it therefore enacted, That it shall and may be lawful for the said Company from Time to Time to enter into and execute any Contract with such Commissioners for lighting with Gas any Lamp or Lamps in the said Town and Port for any reasonable Period of Time, and to erect or cause to be erected Pillars and all other Apparatus to receive such Gas Lights; all which Contracts of such Commissioners shall be binding and conclusive as well upon themselves as their Successors in Office, any thing in the said Act to the contrary notwithstanding.

LXIX. Provided also, and be it further enacted, That no Person shall lay or cause to be laid any Iron, Leaden, or other Pipe to communicate with any Pipe belonging to the said Company, without the Consent of the said Company under their Common Seal first had and obtained, on pain of forfeiting and paying to the said Company the Sum of Five Pounds, and also the Sum of Twenty Shillings a Day for every Day such Pipe shall so remain, 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 said Borough of *Liverpool* or County of *Lancaster* (as the Case may be), and which Warrant such Justice or Justices is or are hereby required and empowered to grant; and the Surplus, after such Penalty or Forfeiture, and the 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 cannot 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 to the House of Correction of the said County, there to remain without Bail or Mainprize for such Time as such Justice or Justices shall determine, not exceeding Six Calendar Months, unless such Forfeiture and all reasonable Charges shall be sooner paid and satisfied.

No Pipes of
Communi-
cation to be
laid without
Consent of
the Com-
pany-

LXX. And be it further enacted, That if any Person or Persons shall carelessly or negligently 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 Superintendant, 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 Town of *Liverpool* or County of *Lancaster* (as the Case may require), and he and they is and are hereby required, upon Complaint to him or them made, to summon before him or them the Party or Parties against whom 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, after due Proof of such Party or Parties having been summoned to appear, 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),

Satisfaction
for Damage
to Lamps,
&c.

require), for such Damages as such Justice or Justices shall think reasonable ; and in case of Neglect or Refusal to pay any Sum or Sums so awarded within Three 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 or Hands and Seals of such Justice or Justices.

Penalty for interrupting Company's Workmen.

LXXI. And be it further enacted, That if any Person shall wantonly or maliciously hinder or interrupt the Workmen or Servants, or any of them, in the Service of the said Company, in doing or performing any of the Works, or in Exercise of any of the Powers and Authorities by this Act granted, or shall in anywise cause or procure such Interruption or Hindrance to take place, and shall be thereof convicted before any Justice or Justices for the said Town of *Liverpool* or County of *Lancaster* (as the Case may require), either on Evidence of any credible Witness or by Confession of the Party accused, every Person so offending shall for every such Offence forfeit and pay to the said Company of Proprietors any Sum, to be adjudged by such Justice or Justices, not exceeding Five Pounds ; and such Sum so adjudged to be recovered in like Manner as any Penalty or Forfeiture can or may by virtue of this Act be recovered.

For Recovery of Rents.

LXXII. And be it further enacted, That in case any Party or Parties who shall contract with the said Company, or agree to take, use, or enjoy the Benefit of the said Gas, shall refuse or neglect, after the Space of Ten Days after Demand made or left in Writing at the Place or Places of Abode or Business of such Party or Parties, to pay the Rents or Sum or Sums of Money then due for such Gas to the said Company, according to the Terms and Stipulations of the said Company, it shall be lawful for the said Company to cause the Pipe or Pipes furnishing such Gas and communicating with any Main or Mains, Pipe or Pipes or other Works, and whether such Pipe or Pipes shall be the Property of the said Company or otherwise, to be cut off or in any other Manner separated from the Main or Mains, Pipe or Pipes, or Works with which the same shall communicate, and to cause such Gas to be stopped from running or issuing through the same ; and that the Rent or Rents, Sum or Sums of Money then due from any such Party or Parties to the said Company for such Gas, as also any other Rent or Rents, Sum or Sums of Money due and owing to the said Company for Gas supplied by them to any Person or Persons, shall and may be recovered by the said Company, or their Clerk or Superintendant, or any Person or Persons acting under their Authority, by Warrant under the Hand and Seal of any Justice of the Peace for the said Town of *Liverpool* or County of *Lancaster* (as the Case may require) ; and it shall be lawful for the said Company, or their Clerk or Superintendant, or any Person or Persons acting under their Authority, with such Warrant, to levy the said Sum or Sums so due and owing as aforesaid by Distress and Sale of the Goods and Chattels of the Party or Parties so neglecting or refusing to pay the same, rendering the Overplus, if any, to such Party or Parties, after deducting

ducting the necessary Charges of such Distress and Sale, or the same may be recovered in the Borough Court of *Liverpool*, or in any of His Majesty's Courts of Record in *England*, by Action of Debt or on the Case, Bill, Plaint, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed.

LXXIII. And be it further enacted, That if any Person shall wilfully or maliciously remove, take away, destroy, disturb, alter, damage, or injure any or any Part of any Pipe, Post, Plug, or other Matter or Thing belonging to the said Company, or who shall wilfully or maliciously put out or extinguish any Lamp or Lamps when lighted by the said Company, any Person so offending in any of the respective Premises, and being thereof lawfully convicted on the Oath of One credible Witness before One or more Justice or Justices for the said Borough or County (as the Case may be), shall forfeit and pay any Sum not exceeding Five Pounds, and the Amount of the Damage to be ascertained by such Justice or Justices to be done; such Penalty and Damage, together with reasonable Costs, to be levied 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 such Offender shall and may be committed to the House of Correction of the said County, there to remain for any Time not exceeding Three Calendar Months.

Penalty for
damaging
Pipes, or ex-
tinguishing
Lights, &c.

LXXIV. Provided always, and be it further enacted, That any Body or Bodies Corporate or Collegiate, or any other Person or Persons whatsoever, thinking himself, herself, or themselves aggrieved by any Rule, Bye Law, or Order 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 Four Calendar Months after the Cause of Complaint shall have arisen, appeal to the Justices of the Peace at the General Quarter Sessions of the Peace to be held in and for the said Borough or County (as the Case may be) where the Cause of Appeal shall arise, and not elsewhere, the Person or Persons appealing having first given at least Ten clear 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 such Borough or County, 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 Notice and Recognizance having been given and entered into, shall in a summary Way hear and determine such Complaint at such General Quarter Sessions of the Peace, or if they think proper may adjourn the Hearing thereof to the next General Quarter Sessions of the Peace to be held for such Borough or County (as the Case may be), 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 such Rule, Order, or Determination, and shall and may also award such further Satisfaction to be made to the Party injured, or such Costs to either of the Parties, as they shall judge

Appeal may
be made to
Quarter
Sessions.

[*Local.*]

10 H

reason-

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.

Power of Commissioners for lighting not to be obstructed.

LXXV. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to defeat, abridge, alter, obstruct, or in any Manner interfere with the Powers and Authorities of the Commissioners, Directors, Trustees, or others, for lighting the said Town of *Liverpool* and the said several other Townships, Places, or any Body Corporate or Politic, Sole or Aggregate, or established for the Supply of Water in or for the said Town of *Liverpool* and the said several other Townships or Places, or any Part or Parts thereof, or the Rights of any Person or Persons to make, enlarge, repair, or amend any Vault or Sewer under any Street or other Place within the said Town and the said several other Townships or Places.

Company liable for Nuisances.

LXXVI. Provided also, and be it further enacted, That nothing herein contained shall extend or be construed to extend to prevent any Person or Persons from proceeding against the said Company, or against any of their Officers, Servants, or Workmen, in respect of any Works of the said Company, or the Means which shall be by them used in obtaining or making the said Gas, or in using the same, or in furnishing such Light as aforesaid, as a public or private Nuisance, or from bringing any Actions against the said Company, or any of their Officers, Servants, or Workmen, for any Injury sustained by reason of any such Works, or the Use of the said Gas, or the Method of lighting therewith, whether such Injury shall proceed from obtaining, making, or using the same, or the Method of lighting, or the Carelessness or Want of Skill of the Persons employed therein.

Expences of this Act to be paid.

LXXVII. Provided always, and be it further enacted, That all Costs, Charges, and Expences attending the applying for, obtaining, and passing this Act shall be paid and discharged by the said Committee of Management out of the Monies already subscribed or to be subscribed by virtue of this Act.

For compelling the Attendance of Witnesses.

LXXVIII. And be it further enacted, That if any Person or Persons shall 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 the Part of the Prosecution or on behalf of the Person or Persons accused, and shall 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 his, her, or their Refusal or Neglect of appearing, or appearing shall refuse to be examined on Oath, or in case of a Quaker or Quakers on solemn Affirmation, (which Oath or Affirmation such Justice or Justices is and are hereby empowered to administer,) and to give Evidence before such Justice or Justices of the Peace, then and in every such Case, Proof being given to the Satisfaction of such Justice or Justices of the due Service of the Summons or Notice to such Person or Persons to appear and be examined, every such Person 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 Attendance as a Witness.

LXXIX. And be it further enacted, That if any Witness or Witnesses who shall be examined by or before any Justice of the Peace under this Act upon Oath, (or in case of a Quaker or Quakers on solemn Affirmation,) shall wilfully and corruptly give false Evidence, and shall be thereof convicted, he, she, or they so giving false Evidence shall be subject to such Pains and Penalties as Persons convicted of wilful and corrupt Perjury are subject and liable to.

Person giving false Evidence to be prosecuted.

LXXX. And be it further enacted, That in all Cases of Notices and Summonses by this Act directed or required to be given or served upon the Company of Proprietors of the *Liverpool* Corporation Water Works, or the Manager, Engineer, or Agent, or other Officer of the said Company, as also on the Company of Proprietors of the *Liverpool* Water Works, or on their Manager, Agent, Engineer, or other Officer of the said Company, or to or upon the Surveyors of the Highways for the Time being of the said Town of *Liverpool*, or to or upon the Trustees of the *Liverpool* Docks, such Notices or Summonses shall be left at the Office of the said Companies respectively, or at the Office of the said Surveyors of the Highways, or at the Office of the Surveyor for the Time being of the Corporation of *Liverpool*, or of the Trustees of the *Liverpool* Docks, (as the Case may require,) and the Service thereof at such Office or Offices shall be good and sufficient Service of such Notices and Summonses.

Directing the Manner of serving Notices.

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

How Notices are to be served on the Company.

LXXXII. And be it further enacted, That all Penalties and Forfeitures by this Act imposed, or by any Rule, Order, or Bye Law made in pursuance thereof, in relation to which the Manner of convicting the Offender is not particularly mentioned or directed, shall be adjudged by and recovered before any Justice or Justices of the Peace for the said Borough of *Liverpool* or County of *Lancaster*, (as the Case may be,) in a summary Way, and who is and are hereby authorized and empowered to convict the Offender or Offenders upon Informations by the Oath or Affirmation of any credible Witness or Witnesses, or on the Confession of the Party offending, which Oath or Affirmation such Justice or Justices is and are hereby authorized to administer; and that in default of Payment of such Penalties or Forfeitures, the same shall be levied by Distress and Sale of the Offender's

Recovery and Application of Penalties.

Offender's Goods and Chattels, by Warrant under the Hand and Seal or Hands and Seals of such Justice or Justices, rendering the Overplus (if any) on Demand, to the Party or Parties whose Goods and Chattels shall be so distrained, (the reasonable Charges of such Distress and Sale being first deducted,) and one Moiety of the Penalties and Forfeitures when received shall be paid to the Informer, and the other Moiety thereof shall be paid to the Overseers of the Poor of the Parish or Township in which such Offence shall be committed, for the Use and Benefit of the Poor thereof; and in case sufficient Distress cannot be found, and such Penalties and Forfeitures shall not be forthwith paid, it shall be lawful for such Justice or Justices, and he and they is and are hereby authorized and required to order the Offender or Offenders so convicted to be detained and kept in safe Custody until Return can conveniently be made to such Warrant of Distress, unless the Offender or Offenders shall give sufficient Security, to the Satisfaction of such Justice or Justices, for his, her, or their Appearance before such Justice or Justices on such Day or Days as shall be appointed for the Return of such Warrant of Distress, (such Day or Days not being more than Two Days from the taking of any such Security,) and which Security the said Justice or Justices is and are hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant it shall appear that no sufficient Distress can be had thereupon, then and in such Case it shall be lawful for such Justice or Justices of the Peace, and he and they is and are hereby authorized and required, by Warrant under his or their Hands and Seals, to commit such Offender or Offenders to the Common Gaol or House of Correction for the said Borough of *Liverpool* or County of *Lancaster*, (as the Case may be,) there to remain for any Time not exceeding Three Calendar Months, unless such Penalty or Forfeiture shall be sooner paid and satisfied.

Proceedings
not to be
quashed, &c.

LXXXIII. And it is hereby also enacted, That no Order or Conviction which shall be made by any Justice or Justices by virtue of or under this Act, or any other Proceeding to be had touching the Conviction or Convictions of any Offender or Offenders against this Act, shall be quashed or vacated for Want of Form, or be removed or removable by Certiorari or any other Writ or Process whatsoever into any of His Majesty's Courts of Record at *Westminster*, or into the Court of Common Pleas at *Lancaster*.

Proceedings
to be within
Twelve
Calendar
Months.

LXXXIV. And be it further enacted, That no Person or Persons 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, unless some Proceedings, or Notice of some intended Proceedings, shall be had or given respecting such Offence or Offences within Twelve Calendar Months next after such Offence committed.

Form of
Conviction.

LXXXV. And, for the more easy Conviction of Offenders against this Act, be it further enacted, That a Conviction in the Form or to the Effect following shall be good, without alleging more than the Substance of the Offence; (*videlicet*,)

‘ BE

County of Lancaster [or Borough of } BE it remembered, That on the
 Liverpool (as the Case may be) in } Day of in the Year of our
 the County of Lancaster} to wit.
 Lord is [or are] convicted before me [or,
 as the Case may be] and of His Majesty's Justices of
 the Peace for the County of Lancaster, [or Borough of Liverpool,
 as the Case shall be,] by virtue of an Act of Parliament passed in
 the Fourth Year of the Reign of His present Majesty King George
 the Fourth, intituled [here insert the Title of this Act] of having
 [specifying Offence, and the Time and Place when and where com-
 mitted, as the Case shall be] contrary to the said Act; and for which
 Offence I [or we, as the Case shall be] do adjudge the said
 to have forfeited the Sum of . Given under my Hand
 and Seal [or our Hands and Seals, as the Case shall be] the Day
 and Year first above written.'

LXXXVI. Provided also, and be it enacted, That neither this Act nor any thing therein contained shall extend or be construed to extend so as to empower the said Company to enter upon any Lands or Grounds belonging to or in the Possession of the Trustees named in the last Will and Testament of the Most Noble Francis late Duke of Bridgewater or their Successors, or any Lands or Grounds being the Estate of the Right Honourable the Earl of Derby, Bamber Gascoyne Esquire, or the Estate of John Leigh Esquire, in the said Town of Liverpool, or in the said several other Townships, without the previous Consent in Writing of the said Trustees or the said Earl of Derby, Bamber Gascoyne Esquire, and John Leigh Esquire, respectively as to their several Estates, nor into any of the Streets or Highways in the Township of Toxteth Park, nor any of the Lands or Estates of the Earl of Sefton, without the like Consent in Writing of the said Earl of Sefton for that Purpose first had and obtained; but that the same Lands and Estates respectively shall be completely and entirely exempted therefrom, any thing herein contained to the contrary thereof in anywise notwithstanding.

Act not to affect Lands of the late Duke of Bridgewater, Earl of Derby, or Earl of Sefton, Bamber Gascoyne, and John Leigh, Esquires.

LXXXVII. Provided also, and be it enacted, That nothing in this Act contained shall extend or be construed to extend to hinder the Common Council of the said Town of Liverpool from using and exercising all and every the Powers and Authorities given to them by the said recited Act for altering the Levels of all or any of the Streets and Public Highways and Passages in the said Town, and also altering the Course and Disposition of all and every the present Common Sewers within the said Town, and of making new or other Common Sewers in and through such of the Streets and Public Highways and Passages of the said Town, as they shall judge proper and expedient, with the like Power of altering their Course and Directions, nor from having, using, and exercising all and every other the Rights, Powers, and Authorities in the same Act in such Common Council vested, (save and except such of the Powers and Authorities in the same Act as are repealed by this Act,) as fully to all Intents and Purposes as if the present Act had not passed, nor shall hinder or prevent the Mayor, Bailiffs, and Burgesses, or the said Common Council, from having, using, and exercising all and every the Rights, Powers, and Authorities in them already vested by any other Act or Acts of Parliament whatsoever, as fully to all Intents

Reservation of Rights to the Corporation, &c.

- and Purposes as if the present Act had not been passed (save and except as far as any such Powers are expressly repealed by this Act); and that nothing in this Act contained shall extend or be construed to extend to prejudice the Trustees of the *Liverpool Docks* and their Successors, or the Company of Proprietors of the *Mersey and Irwell Navigation* and their Successors, or the Company of Proprietors of the Canal Navigation from *Leeds to Liverpool* and their Successors, or the Company of Proprietors of the *Liverpool Water Works* established by an Act made in the Thirty-ninth Year of the Reign of
- 39G.3.c.36. His late Majesty King *George the Third*, intituled *An Act for better supplying the Town and Port of Liverpool with Water from certain Springs in the Township of Bootle in the County Palatine of Lancaster*; also by an Act made and passed in the Fiftieth Year of His said late
- 50G.3.c.165. Majesty, intituled *An Act to alter, amend, and enlarge the Powers of an Act passed in the Thirty-ninth Year of His present Majesty, for better supplying the Town and Port of Liverpool with Water from certain Springs in the Township of Bootle in the County Palatine of Lancaster*; and also by an Act made and passed in the Fifty-third
- 53G.3.c.122. Year of His late Majesty, intituled *An Act for enlarging the Powers of Two Acts of His present Majesty, for better supplying the Town and Port of Liverpool with Water*; or the Company of Proprietors of the *Liverpool Exchange Buildings*, established by an Act made in the
- 42G.3.c.71. Forty-second Year of the Reign of His said late Majesty, intituled *An Act for enabling certain Persons in the Town and Port of Liverpool and County Palatine of Lancaster to erect an Exchange there, for the Accommodation of themselves and the Merchants and others concerned in Trade in the said Town and Port, and for incorporating the Proprietors thereof*; or the Company of Proprietors of the *Liverpool Gas Works*, established by an Act made in the Fifty-eighth Year of the
- 58G.3.c.lxvi. Reign of His late Majesty King *George the Third*, intituled *An Act for lighting with Gas the Port and Town of Liverpool and Township of Toxteth Park in the County of Lancaster*; or the Company of Proprietors established by an Act made in the Third Year of the Reign of His present Majesty, intituled *An Act to repeal so much of an Act of the Twenty-sixth Year of His late Majesty as relates to the supplying the Town of Liverpool, in the County Palatine of Lancaster, with Water, and to grant other Powers for supplying the said Town and Port, and the Shipping resorting thereto, with Water*; or the Heirs and Assigns of the late Duke of *Bridgewater*, or the said Earl of *Derby*, his Heirs and Assigns, or the Earl of *Sefton*, his Heirs and Assigns, or the said *John Leigh*, his Heirs and Assigns, or any other Bodies Politic or Corporate, or other Person and Persons; but saying and reserving to them, each and every of them, all their several respective Rights, Privileges, and Franchises, in such and the same Manner as if this Act had not been passed.
- 3 G. 4.
c. lxxvii.

Public Act.

LXXXVIII. 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. 1828.