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# VICTORIÆ REGINÆ.

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## *Cap. cciii.*

An Act for re-constituting the *Aldershot* Gas and Water Company, and for enabling the Company the better to supply the Parish of *Aldershot* in the County of *Southampton*; and for other Purposes. [16th July 1866.]

**W**HEREAS it is expedient to re-constitute "the *Aldershot* Gas and Water Company, Limited," (in this Act called "the Company," (with additional Powers for the Supply of Gas and Water within the Parish of *Aldershot* in the County of *Southampton*: And whereas Plans and Sections of the Waterworks within the Counties of *Southampton* and *Surrey* requisite for the Purposes of the Company showing the Lines and Levels thereof, with a Book of Reference to such Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and Occupiers of such Lands, have been deposited with the respective Clerks of the Peace for those Counties: And whereas it is expedient that the Company should purchase the Undertaking of the *Aldershot* Gas Consumers Company, Limited, established for the Purpose of supplying Gas at *Aldershot*: And whereas the Objects before mentioned cannot be effected without the Authority of Parliament: May it

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therefore

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therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title. 1. This Act may be cited for all Purposes as "The *Aldershot Gas and Water Act, 1866.*"

8 & 9 Vict. cc. 16. & 18.,  
10 & 11 Vict. cc. 15. & 17.,  
23 & 24 Vict. c. 106., and  
26 & 27 Vict. cc. 93. & 118.  
incorporated.

2. "The Companies Clauses Consolidation Act, 1845," and Part I. (relating to Cancellation and Surrender of Shares), Part II. (relating to additional Capital), Part III. (relating to Debenture Stock), of "The Companies Clauses Act, 1863," and "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Gasworks Clauses Act, 1847," and "The Waterworks Clauses Acts, 1847 and 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Interpreta-  
tion of  
Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction:

The Expression "the Company" shall mean the Company incorporated by this Act:

The Expression "the dissolved Company" shall mean the *Aldershot Gas and Water Company, Limited*:

The Expression "the Consumers Company" shall mean the *Aldershot Gas Consumers Company (Limited)*:

The Expression "the Quarter Sessions" shall mean any Quarter Sessions of the Peace holden in and for the County of *Southampton*:

The Expression "the Undertaking" shall mean the Gasworks and Waterworks and Works connected therewith by this Act authorized, whether constructed or to be constructed:

The Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Dissolution  
of Aldershot  
Gas and  
Water  
Company,  
Limited.

4. From and after the passing of this Act "the *Aldershot Gas and Water Company, Limited,*" shall be dissolved:

5. The

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5. The Limits of this Act for the Supply of Gas and Water by the Company shall be the Parish of *Aldershot* in the County of *Southampton*.

Limits of Act.

6. Sir *Henry Mildmay* Baronet, *Thomas Taunton*, *John Atkinson Plow*, *Frederick Eggar*, and *John Lightfoot*, and all other Persons and Corporations who immediately before the passing of this Act were Proprietors of Shares in the dissolved Company, and all other Persons and Corporations who have subscribed or shall hereafter subscribe to the Undertaking of the Company, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of supplying Gas and Water within the Limits of this Act, and for acquiring, maintaining, making, and using Gasworks and Waterworks for that Purpose, with proper Works and Conveniences connected therewith respectively, according to the Provisions in this Act and the Acts incorporated herewith contained, and for other the Purposes of this Act; and such Company shall be incorporated by the Name of "the *Aldershot* Gas and Water Company," and by that Name shall be a Body Corporate, with perpetual Succession, and may sue and be sued, and have a Common Seal, and Powers to hold, purchase, and dispose of Lands for the Purposes of the Undertaking.

Incorporation of Company.

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

Present Property of dissolved Company vested in Company.

8. Subject

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Deed of  
Settlement  
annulled.

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

Saving  
previous  
Rights and  
Liabilities.

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

Convey-  
ances, Leases,  
&c. to remain  
in force.

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

Actions, &c.  
not to abate.

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

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

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

Rates to continue payable.

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

Books to be Evidence.

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

Present Officers continued until removed.

**15.** The Capital of the Company shall be Twenty-five thousand Pounds, divided into Two thousand five hundred Shares of Ten Pounds each, and such Amount of Preference Capital as hereinafter provided.

Capital.

**16.** The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting

Shares not to issue until

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the

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One Fifth paid up.

the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share is paid in respect thereof.

Calls.

17. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Two Months at least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon a Share.

Appropriation of Shares to Shareholders in dissolved Company.

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

Original Capital to be subject to same Trust as Shares.

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

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

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

The Company to purchase the Undertaking of the Gas Consumers Company.

21. The Consumers Company shall sell and the Company shall purchase the Land, Buildings, Plant, Meters, Stock in Trade, and Book Debts of or belonging to the Consumers Company, as they respectively stood on the Fifteenth Day of *March* One thousand eight hundred and sixty-six, at the Sum of Four thousand five hundred

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hundred Pounds; the said Purchase Money or Sum of Four thousand five hundred Pounds shall be paid as follows:

- (1.) As soon as conveniently after the passing of this Act the Company shall create Five *per Cent.* Preference Stock (in addition to the other Capital by this Act authorized) to the nominal Amount of Four thousand five hundred Pounds, and shall allot and register in their Books, in the respective Names of such of the Members of the Consumers Company as on the said Fifteenth Day of *March* One thousand eight hundred and sixty-six held more than Ten Shares in the Capital of that Company, so much of such Preference Stock as shall be equal, at par, to the Amount actually paid by each such Member in respect of his Shares, and such Allotment and Registration shall be considered as Payment *pro tanto* of the said Sum of Four thousand five hundred Pounds:
- (2.) The Company shall pay in Cash to the Consumers Company for each Member who, on the Fifteenth Day of *March* One thousand eight hundred and sixty-six, held Ten or any less Number of Shares in that Company, the Amount paid by each such Member in respect of his Shares or Share, and such Payment shall also be considered as part Payment of the said Sum of Four thousand five hundred Pounds:
- (3.) The Company shall pay all the Debts and Liabilities of the Consumers Company (the Amount thereof in case of Difference between the Company and the Consumers Company to be determined by Arbitration in manner provided by the Common Law Procedure Act, 1854), and all Sums so paid shall also be considered as part Payment of the said Sum of Four thousand five hundred Pounds:
- (4.) The Residue of the said Purchase Money of Four thousand five hundred Pounds (if any) shall be paid by the Company to the Consumers Company, and shall be distributed by the Consumers Company amongst the Shareholders in that Company rateably according to their respective Shares therein:
- (5.) The said Preference Stock shall be allotted, and the Residue of the Purchase Money shall be paid, in the Manner aforesaid within Two Months after the passing of this Act:

Immediately after such Allotment and Payment the Consumers Company shall execute a Deed of Transfer of their Undertaking to the Company.

22. The Works and Business of the Consumers Company shall be carried on as they were prior to the passing of this Act until the Execution

Works and  
Business of  
Consumers

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Company to  
be carried on  
until Com-  
pletion of  
Purchase.

Execution of the said Deed of Transfer, and the Receipts and Income of the Consumers Company in respect thereof from the Fifteenth Day of *March* One thousand eight hundred and sixty-six shall on the Completion of the Purchase be and become the Property of the Company, the Company bearing and paying all Costs and Expenses in carrying on the said Works and Business up to such Completion.

Dissolution  
of Aldershot  
Gas Con-  
sumers  
Company,  
Limited.

**23.** From and after the Execution of the Deed of Transfer of their Works and Undertaking, and the winding up of their Affairs, "the *Aldershot* Gas Consumers Company, Limited," shall be dissolved.

Present Pro-  
perty of  
dissolved  
Company  
vested in  
Company.

**24.** From and after the Execution of the Deed of Transfer all the Gasworks, Engines, and other Machinery, Pipes, Tanks, Retorts, Gas-holders, and other Apparatus, and all the Lands, Tenements, Hereditaments, Monies, Rights, Claims, Easements, and Privileges, and all Goods, Chattels, Effects, Bonds, Deeds, Books, Writings, Maps, Plans, and Personal Estate and Effects of the Consumers Company shall become and be vested in and transferred to the Company; and all Persons and Corporations, including Shareholders in the Consumers Company, who immediately before the Execution of the Deed of Transfer owed any Sum of Money to the Consumers Company shall pay the same, together with all Interest, if any, due or to accrue due for the same, to the Company; and all Debts which immediately before the Execution of the Deed of Transfer were due and owing by the Consumers Company shall be paid, with all Interest, if any, due and to accrue due thereon, by the Company; and all Rates or Rents which immediately before the Execution of the Deed of Transfer were due and payable or then accruing due to the Consumers Company shall be and become due and payable to the Company, and shall and may be collected and received by the same Ways and Means, and under the same Restrictions and Regulations, and with the same Penalties in respect thereof, as the Rates and Rents by this Act made payable to the Company.

Deed of  
Settlement  
annulled.

**25.** From and after the Execution of the Deed of Transfer, but subject to the Provisions of this Act, the Memorandum of Association of the Consumers Company shall, as to any then future or prospective Operation thereof, be cancelled, and the several Persons who have executed or shall be acting under the same, and their Heirs, Executors, Administrators, and Assigns, shall immediately from and after the Execution of the Deed of Transfer stand and be by virtue of this Act released and discharged from any future Obligation to perform or abide by, fulfil, or conform to the said Memorandum or any Part thereof.

**26.** Not-



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

Saving  
previous  
Rights and  
Liabilities.

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

Convey-  
ances,  
Leases, &c.  
to remain in  
force.

28. No Action, Suit, Prosecution, or other Proceeding whatsoever commenced either by or against the Consumers Company previous to the Execution of the Deed of Transfer shall abate or be discontinued or prejudicially affected by the Transfer of their Works and Undertaking to the Company, but, on the contrary, the same shall continue to take effect either in favour of or against the Company in the same Manner in all respects as the same would have continued and taken effect in relation to the Consumers Company if the Deed of Transfer had not been executed; and also all Penalties incurred for any Offence previously to the Execution of the Deed of Transfer may be sued for, and all Offences which may have been heretofore committed may be prosecuted, in such or the like Manner to all Intents and Purposes as the same might have been sued for and prosecuted

Actions, &c.  
not to abate.

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respectively

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respectively if the Deed of Transfer had not been executed, the Company being, in reference to the Matters aforesaid, from and after the Execution of the Deed of Transfer in all respects substituted in the Place of the Consumers Company.

Rates to  
continue  
payable.

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

Books to be  
Evidence.

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

Original  
Capital to be  
subject to  
same Trust  
as Shares.

**31.** All Persons or Corporations holding Shares in the Consumers Company in or to whom any Part of the said Preference Five *per Cent.* Stock shall be vested as aforesaid shall stand and be possessed thereof upon the same Trusts, and subject to the same Powers, Provisoes, Declarations, and Agreements, Charges and Incumbrances, as the Trusts, Powers, Provisions, Declarations, and Agreements, Charges and Incumbrances, upon or to which the Share or Shares in the Capital of the Consumers Company in respect of which such Preference Stock was or were so vested was or were subject and liable immediately before the Execution of the Deed of Transfer, so as to give effect to and not revoke any Will or other Testamentary Instrument disposing of or affecting such Share or Shares.

Residue of  
Preference  
Stock may be  
disposed of  
by the Com-  
pany as they  
see fit.

**32.** For the Purpose of carrying into effect the Arrangements set forth in Section Twenty-one, the Company shall issue and dispose of so much of the said Preference Stock as shall not be allotted to Shareholders in the Consumers Company in such Manner as they see fit, at any Rate not less than the nominal Value of such Stock.

Power to  
borrow on  
Mortgage.

**33.** The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole, together with any Monies borrowed by them on Mortgage, Six thousand two hundred Pounds, but no Sum shall be borrowed by them on Mortgage until the authorized Capital of Twenty-five thousand Pounds has been subscribed for, issued, and accepted, and One Half thereof has been paid up, and until the Company shall prove to the Justice who is to certify under

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the Provisions contained in the 40th Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the said Capital has been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think fit, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

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

Arrears may be enforced by Appointment of a Receiver.

**35.** The Company may create and issue Debenture Stock.

Debenture Stock.

**36.** All Mortgages granted by the dissolved Company before the passing of this Act, and now in force, shall during the Continuance thereof attach to and be a Charge upon the Company and their Undertaking, and shall respectively have Priority over all Mortgages granted by the Company under this Act.

Priority of existing Mortgages

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

Receipts of Guardians to be sufficient Discharges.

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

Application of Monies.

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

First and other Meetings.

**40.** The Quorum of any General Meeting of the Company shall be Five Shareholders holding Shares of the aggregate Amount of not less than Five hundred Pounds in the Capital of the Company.

Quorum of General Meetings.

**41.** The

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Voting at  
General  
Meetings.

41. The Scale of voting at General Meetings of the Company shall be One Vote for every Share: Provided that no Person or Corporation shall be entitled to vote at General Meetings of the Company in respect of any Preference Stock.

Extraordi-  
nary Meet-  
ings may be  
convened by  
Share-  
holders.

42. The Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be Five, holding in the aggregate not less than Two hundred and fifty Pounds in the Capital of the Company.

Number of  
Directors.

43. The Number of Directors shall be Six, but the Company may from Time to Time reduce the Number, provided that the Number be not less than Three.

Qualification  
of Directors.

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

Quorum.

45. The Quorum of a Meeting of Directors shall be Three, unless the Directors be reduced to Three, then and so long as they shall continue at that Number the Quorum shall be Two.

First Direc-  
tors.

46. Sir *Henry St. John Mildmay* Baronet, *Richard Allden*, *John Atkinson Plow*, *Thomas Taunton*, *Frederick Eggar*, and *John Lightfoot* shall be the First Directors of the Company, notwithstanding any of them may not have the Qualification herein-before required, and shall continue in Office until the First Ordinary Meeting held after the passing of this Act; at that Meeting the Shareholders present in person or by proxy may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary Meeting to be held in every Year after the First Ordinary Meeting the Shareholders present in person or by proxy shall (subject to the Power herein-before contained for reducing the Number of Directors) elect Persons to supply the Place of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act.

Director to  
signify Con-  
sent.

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

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

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

50. Subject to the Provisions of this Act, the Company may do all such Acts as they think proper for manufacturing Gas, and for storing Gas, and for supplying Gas within the Limits of this Act, and may manufacture, store, and supply Gas accordingly, and may manufacture, sell, provide, supply, and deal in Coke, Coal, Lime, Tar, Pitch, Asphaltum, Ammoniacal Liquor, and all other Products and Residuum of any Materials employed in or resulting from the Manufacture of Gas, or which can or may be compounded or produced from the Coal or other Materials employed in the Manufacture of such Gas, and may also manufacture and sell, let, or deal in Gas Fittings, Tubes, Meters, Pipes, and all other Articles and Things in any way connected with Gasworks, or with the Supply of Gas to the Consumers thereof, in such Manner as the Company may think proper; but nothing in this Act contained shall prevent the Company from being liable to an Indictment for a Nuisance, or to any other legal Proceeding to which they may be liable, in consequence of making or supplying Gas, or doing such other Acts as by this Section they are authorized to do. Powers as to Gasworks, &c.

51. Provided always, That the Company shall not manufacture Gas save on the Lands described in Part I. of the Schedule to this Act, and shall not store Gas save on the Lands described in the Schedule to this Act. Gasworks not to be erected except on Lands in Schedule.

52. Subject to the Provisions in this Act, the Company may, with the Consent of the Owner and Occupier of any Building, lay any Pipe, Branch, or other necessary Apparatus from any Main or Branch Pipe into, through, or against any Building for the Purpose of lighting the same, and with the like Consent may provide and set up any Apparatus necessary  
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necessary for securing to such Buildings a proper and complete Supply of Gas, and for measuring and ascertaining the Extent of such Supply.

Power to  
Company to  
use patented  
Inventions.

53. The Company may take and hold any Licence or Authority under any Letters Patent to use any Invention relative to the Manufacture or Distribution of Gas, or the Utilization of the residual Products obtained in the Manufacture of Gas, but the Company shall not enter into any Contract that would have the Effect of securing to them any Right or Privilege in any respect of an exclusive Character.

Maximum  
Price of Gas.

54. The maximum Price at which Gas shall be sold by the Company to all Persons who shall burn the same by Meter shall not exceed Five Shillings *per* Thousand Cubic Feet for Two Years after the passing of this Act, and thereafter Four Shillings and Sixpence *per* Thousand Cubic Feet.

Consumers  
may be re-  
quired to  
consume by  
Meter.

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

Incoming  
Tenant not  
to pay  
Arrears of  
outgoing  
Tenant  
unless by  
express  
Agreement.

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

As to Supply  
of Com-  
pany's Gas.

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

Company to  
erect a Meter  
to test illu-  
minating  
Power of  
Gas.

58. The Company shall, within Six Months after the passing of this Act, cause to be erected in some convenient Place in the Works of the Company an experimental Meter, furnished with an Argand Fifteen-hole Burner and a Seven-inch Chimney capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus for testing and so placed as to test the illuminating Power of all the Gas of the Company, and shall at all Times keep and maintain the experimental Meter and Apparatus in good Repair and working Order.

Power to  
test the  
illuminating

59. Any Two Justices of the Peace from Time to Time may, by Order in Writing, and on the Requisition in Writing of any Five or more

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more Persons, being Consumers of the Gas of the Company, appoint some competent Person, not being an Officer or Servant of the Company, to test the illuminating Power of the Gas, and the Person so appointed may at any reasonable Hour in the Daytime, on producing the said Order, enter on the Premises of the Company, and in the Presence of the Manager or other Officer of the Company make Experiment of the illuminating Power of the Gas by means of such experimental Meter and other Apparatus, and the Company and their Officers shall afford all reasonable Facilities and Assistance to the making of such Experiment; and if it shall be proved to the Satisfaction of any Two Justices, not being Directors or Shareholders of the Company, after hearing the Parties, that the illuminating Power of the Gas supplied by the Company did not, when so tested as aforesaid, equal the illuminating Power by this Act prescribed, or that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, in any such Case the Company shall forfeit such Sum not exceeding Twenty Pounds as the Justices shall determine.

Power of the Gas.

60. The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Costs of the Proceeding before the Justices, shall be ascertained by the Justices, and in the event of any Penalty being imposed on the Company shall be paid, together with such Penalty, by the Company, but in the event of no such Penalty being imposed on the Company then those Costs shall be ascertained by the Justices, and shall be paid by the Persons signing the Requisition in equal Shares.

Costs of Experiment to be paid according to Event.

61. Subject to the Provisions of this Act, the Company may acquire, make, and maintain the Waterworks in the Lines shown on the deposited Plans, and according to the Levels shown on the deposited Sections, with all proper Works and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans, and described in the deposited Books of Reference, as may be required for that Purpose, and the Company may divert and appropriate to their Purposes all such Waters as can be obtained by means of the said Waterworks; but nothing in this Act contained shall authorize the Company to abstract Water from the Rivulet called the *Blackwater*.

Power to construct Waterworks.

62. In constructing the Waterworks the Company may, notwithstanding any Provisions in the Waterworks Clauses Acts, 1847 and 1863, contained, deviate to any Extent not exceeding the Limits of Deviation shown on the said Plans, and may deviate from the Levels shown on the said Sections to any Extent as regards the Reservoirs

Power to deviate.

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Reservoirs not exceeding Three Feet, and as regards the other Waterworks not exceeding Five Feet.

Water not necessarily under Pressure.

**63.** The Water to be supplied by the Company need not be constantly supplied, nor constantly laid on under Pressure.

Lands for additional Purposes.

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

Owners may grant Easements.

**65.** All Persons empowered by "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," respectively, to sell and convey or release Lands, shall have full Power to grant to the Company, subject to the Provisions of those Acts respectively, in Fee, and in consideration of any yearly or other Rent or otherwise, any Lands, or any Easement, Right, or Privilege in or over or affecting any Lands, by this Act authorized to be taken or held by the Company, and which the Company from Time to Time think requisite for any of the Purposes of their Undertaking.

Provisions of 8 & 9 Vict. c. 18. and 23 & 24 Vict. c. 106. to extend to Grants of Easements, Rights, and Privileges.

**66.** For the Purposes of this Act the several Provisions with respect to Lands and Rentcharges of "The Lands Clauses Consolidation Act, 1845," and of "The Lands Clauses Consolidation Acts Amendment Act, 1860," incorporated with this Act, so far as the same respectively are applicable in that Behalf, shall extend and apply to Easements, Rights, and Privileges granted under this Act, and Rents and Rentcharges reserved by the Grants of the Easements, Rights, and Privileges respectively.

Period for Completion of Works.

**67.** The Waterworks shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the said Waterworks shall cease to be exercised, except as to so much thereof as shall then be completed: Provided always, that nothing in this Act contained shall be held to restrain the Company after the Expiration of the said Period from extending, altering, enlarging, removing, or replacing any of their Main Pipes, and Mains and Pipes, within the Limits of this Act, from Time to Time as Occasion may require.

Rates at which Water is to be supplied for domestic Use.

**68.** The Company shall, at the Request of the Owner or Occupier of any private Dwelling House, or Part of a private Dwelling House, in any Street in which any Water Pipe of the Company shall be laid, or on the Application of any Person who, under the Provisions of this Act, or any Act incorporated herewith, shall be entitled to demand a  
Supply



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Supply of Water for domestic Purposes (which Term domestic Purposes shall include a Supply of Water to One Watercloset, but not to a Bath), furnish to such Owner or Occupier or other Person a sufficient Supply of Water for domestic Purposes at a Rate not exceeding Seven Pounds and Ten Shillings for Ten Years from the First Day of *January* 1867, and thereafter Six Pounds *per Centum per Annum* on the annual Rackrent or Value of such Dwelling House or Part of a Dwelling House: Provided always, that the Company shall not be obliged to furnish any such Supply for any less Sum than Eight Shillings and Eightpence *per Annum*:

For any Watercloset beyond the first, and for any private Bath in any private Dwelling House or Part of such Dwelling House, or appurtenant thereto, there shall be paid, in addition to the Rates computed as above specified, but subject nevertheless to the Proviso next herein-after contained, the following Rates; that is say,

For every Watercloset beyond the first, the Sum of Five Shillings *per Annum*:

For every Bath, the Sum of Ten Shillings *per Annum*.

69. Provided that the Company shall not be compellable to supply with Water any Watercloset or private Bath, or the Pipes or Apparatus connected therewith respectively, unless the same shall be so constructed and used as to prevent the Waste, Misuse, or undue Consumption of the Water of the Company, and the Flow or Return of foul Air or other noisome or impure Matter into the Mains or Pipes of the Company, or into any Pipe connected or communicating therewith, nor any private Bath which shall be so constructed as to contain when filled for Use more than Fifty Gallons of Water.

If there be a Watercloset or private Bath.

70. The Company shall not be compellable to supply or to continue the Supply of Water to any Group of Dwelling Houses belonging to the same Owner, or to any Court where the Supply may be or is afforded by any Common Pipe accessible to all the Occupiers of such Group of Dwelling Houses or Court, unless and until the Owner or Occupiers thereof respectively shall have agreed with the Company to pay the Water Rent payable in respect of the Water supplied to the whole or each of the Dwelling Houses forming such Group or Court, as the Case may be.

Company not compellable to supply Water in certain Cases.

71. Except where the Owner of a Dwelling House or of a Part of a Dwelling House occupied as a separate Tenement, the annual Value of which House or separate Tenement does not exceed Ten Pounds, has agreed to pay the Water Rent for the Supply of Water to the same, the Water Rent due or accruing in respect of such Supply

Occupiers of Houses not exceeding Ten Pounds Rent to be liable to Water Rents.

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shall

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shall be payable by, and may be recovered from, the Occupier of such Dwelling House or Part of a Dwelling House occupied as a separate Tenement.

Regulations to be made for preventing Waste of Water, &c.

**72.** The Company may from Time to Time make such Regulations as shall be necessary or expedient for the Purpose of preventing the Waste or Misuse of Water; and therein, amongst other things, may prescribe the Size, Nature, and Strength of the Pipes, Cocks, Cisterns, and other Apparatus whatsoever to be used, and may interdict any Arrangements, and the Use of any Pipes, Cocks, Cisterns, or other Apparatus, which in their Judgment may tend to such Waste or Misuse as aforesaid.

The Company may require Pipes, &c. to be repaired.

**73.** The Company may, by Notice in Writing under the Hand of their Secretary or Surveyor or duly authorized Officer, require any Person who shall have suffered any Pipe, Cock, Cistern, or other Apparatus to be out of Repair forthwith to put the same into a proper State of Repair; and if such Person shall not within Three Days after the Service of such Notice so repair such Pipe, Cock, Cistern, or other Apparatus as to prevent any Waste of Water therefrom, the Company may repair the same, and if the Expenses of such Repair shall not be repaid to the Company on Demand the same may be recovered by the Company as Damages.

Water may be supplied by Agreement.

**74.** The Company may supply any Person with Water for trading or manufacturing Purposes, or for any other Purposes in respect of which no special Rates are by this Act granted, for such Remuneration and upon such Terms and Conditions as shall be agreed upon between the Company and the Person desiring such Supply.

Penalty for affixing Tubes to the Pipes of the Company.

**75.** Every Owner or Occupier of any House supplied with Water by the Company who shall, without the Consent in Writing of some Officer of the Company, affix or permit or suffer to be affixed to any of the Mains or Pipes of the Company, or to any Service Pipe of such Owner or Occupier, any Gutta Percha or other Tube or Pipe for the Purpose of abstracting the Water of the Company, or for the Purpose of washing the Windows or Fronts of Houses or other Buildings, or the Pavements or Roads adjacent thereto, or for watering Gardens, shall (except where such Water shall be supplied by Meter) for every such Offence forfeit to the Company not exceeding Forty Shillings.

Power to turn off Water in certain Cases.

**76.** If any Person supplied with Water by the Company shall wilfully do or cause or knowingly permit to be done anything in contravention of the Provisions of this Act or any Act incorporated herewith with respect to the Waterworks or the Supply of Water, or shall

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shall wilfully neglect to do anything which under those Provisions ought to be done for the Prevention of the Waste, Misuse, undue Consumption, or Contamination of the Company's Water, or shall not conform to the Company's Regulations as to the Size, Nature, Make, Strength, and Arrangement of the Pipes, Cocks, Cisterns, and other Apparatus used for the Purposes of Water Supply, the Company may cut off the Pipe or turn off the Water supplied by them to such Person, and cease to supply Water to such Person until the Act or Omission shall be remedied, and may also recover from such Person the Amount of any Damage which they may sustain in consequence of any such Act or Omission, together with the Expenses of cutting off the Pipe or turning off the Water.

**77.** The Company and any Person desirous of having a Supply of Water may agree that the Payment for such Supply shall be determined by the Quantity of Water consumed, as ascertained by a Meter to be provided or approved of by the Company.

Payment for Water may be ascertained by Meter.

**78.** The Company may let for Hire any Meter for ascertaining the Quantity of Gas or Water consumed or supplied, and any Fittings thereto, for such Remuneration in Money, and on such Terms with respect to the Repair of such Meter and Fittings, and for securing the Safety and Return to the Company of such Meter, as may be agreed upon between the Hirer and the Company, and such Remuneration shall be recoverable in the same Manner as the Rents or Sums due to the Company for Gas.

Power to Company to let Meters.

**79.** Every Consumer of Gas or Water shall at all Times, at his own Expense, keep all Meters belonging to him whereby any Gas or Water of the Company is registered in proper Order, and of sufficient Size for correctly registering such Gas or Water, and in default whereof the Company may cease to supply Gas or Water, as the Case may be, through such Meter.

Consumer to keep his own Meter in Order.

**80.** The Company shall, at all Times between the Hours of Nine in the Morning and Four in the Afternoon, be entitled to have Access to and to test and inspect all Meters, whether belonging to themselves or to the Consumer, in order to ascertain whether the same are in proper Order for correctly measuring and registering Gas or Water, and for that Purpose to take off and remove such Meters, and afterwards to replace the same; and such taking off, Removal, testing, inspecting, and replacing shall be done so as to cause as little Inconvenience to the Consumer or Interruption to his Business as may be, and at the Expense of the Company, unless the Meter shall be the Property of the Consumer, and it shall appear on such testing and Inspection that the same was not in proper Order, or of a proper Capacity

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

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Capacity for correctly measuring or registering Gas or Water, in which Case such Expenses shall be borne and paid by the Consumer, and the Company may recover the Amount thereof from him in the same Manner as any Sum due from such Consumer for Gas or Water supplied to him may be recovered by them.

Fraudulently  
injuring  
Meters, &c.

**81.** If any Person shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Pipe, Main, Meter, or Fittings, or other Thing connected therewith belonging to the Company, or shall alter the Index to any Meter, or fraudulently alter any Part of such Meter, or any Pipes connected therewith, or in any way fraudulently, wilfully, or knowingly prevent such Meter from duly registering the Quantity of Gas or Water supplied, or by any Means fraudulently abstract, consume, or use the Gas or Water of the Company, every Person so offending shall for every such Offence forfeit to the Company any Sum not exceeding Five Pounds, and the Company may, in addition thereto, recover the Amount of any Damage sustained by them which shall not be satisfied by the Amount of the Penalty recovered, and may also discontinue until the Act complained of is remedied the Supply of Gas or Water, as the Case may be, to the Person so offending, and that notwithstanding any Contract previously existing, and the Existence of artificial or irregular Means for causing such Alteration or Abstraction, when such Meter shall be under the Custody or Control of the Consumer, shall be *primâ facie* Evidence that the same has been knowingly, wilfully, and fraudulently caused by the Consumer using such Meter: Provided always, that this Enactment shall not prejudice any Right of the Company to institute any Criminal Proceedings in reference to such Offence in any Case where they shall not proceed summarily under this Act.

Power to  
remove  
Meter and  
Fittings.

**82.** The Company may, after Twenty-four Hours Notice in Writing under the Hand of the Secretary to the Occupier, or, if unoccupied, then to the Owner or Lessee of any Land, House, or Building in which any Pipes, Mains, Meters, or Fittings belonging to the Company are laid or fixed, and through or in which the Supply of Gas or Water shall be discontinued, enter such Land, House, or Building between the Hours of Eight in the Morning and Six in the Afternoon for the Purpose of removing and to remove such Pipes, Meters, or Fittings, repairing all Damage caused by such Entry or Removal; and every such Notice shall be served by being delivered to the Person for whom it is intended, or left at his usual or last known Place of Abode, or sent by Post addressed to such Person: Provided that if the Owner or Lessee of any such unoccupied House or Building be unknown to the Company, the Notice may be given by affixing it for Three Days to some conspicuous Part of the House or Building.

**83.** If

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

Recovery of Charges for Water and Gas, &c.

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

Undisputed Rates may be recovered by Distress.

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

Register of Meter to be *primâ facie* Evidence.

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

Contents of Warrant.

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

Warrant shall include Costs.

88. No Justice or Judge of any County Court or Quarter Sessions shall, except as is by this Act otherwise provided, be disqualified from acting in the Execution of this Act by reason of his being liable under this Act to any Gas Rate, Water Rate, Meter Rent, or other Charge under this Act, or of his being a Shareholder of the Company.

Liability to Rate not to disqualify Justices.

89. No Shareholder of the Company shall be disqualified from being or acting as a Member of the Local Board of Health for the District of *Aldershot*, or be liable to any Penalty as such, notwithstanding

Shareholder not disqualified from being a

[*Local.*]

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standing

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Member of Local Board. standing the Local Board may enter into any Contract with the Company; provided that no such Shareholder, being such Member, shall be entitled to vote in or concerning any such Contract.

Penalties not cumulative. **90.** Penalties imposed on the Company for one and the same Offence by several Acts of Parliament shall not be cumulative, and for such Purpose this Act and the Acts incorporated therewith shall be deemed several Acts.

Expenses of Act. **91.** All the Costs, Charges, and Expenses of and incident to the passing of this Act, or incidental thereto, shall be paid by the Company.

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The SCHEDULE referred to in the foregoing Act.

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PART I.

Certain Lands in the Parish of Aldershot in the County of Southampton bounded on the North by a Field belonging to Ann Meddings, in the Occupation of Robert Barnett, on the South by the public Highway leading from the Towns of Aldershot and Farnborough to the Villages of Ash and Tongham, on the East by a Field belonging to George Richard Robinson and William Chitty, in the Occupation of William Downs, and on the West by a Garden belonging to and in the Occupation of William Newnham, all of which said Abuttals and Boundaries are also in the said Parish of Aldershot.

PART II.

Certain Land situate in the Parish of Aldershot, and which Land is occupied by the Gasworks of the Consumers Company, and is bounded as follows; that is to say, on the North by Land of the Suburban Freehold Land Society, on the South by Malthouse Lane, on the East by Land of Mrs. Collins, and on the West by Land of John Boulter.

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