



ANNO TRICESIMO.

VICTORIÆ REGINÆ.

Cap. c.

An Act for incorporating “the *Richmond Gas Company, 1853, Limited*,” and for conferring upon them further Powers for the Supply of Gas to the Parish of *Richmond* and certain neighbouring Parishes and Places in the County of *Surrey*. [17th June 1867.]

WHEREAS by a certain Deed or Articles of Agreement by way of Deed of Settlement dated the Twenty-fourth Day of *December* One thousand eight hundred and fifty-three a Company or Copartnership called “the *Richmond Gas Company, 1853*,” was established for the Purpose of supplying Gas within the Parish of *Richmond* in the County of *Surrey* and Parts adjacent: And whereas the Company purchased Lands in the Parish of *Mortlake*, and thereon erected Gasworks and laid down Mains and Pipes, and are now lighting with Gas the Parishes of *Richmond* and *Petersham*, and the Parish or Hamlet of *Ham*, and Parts of the Parish of *Mortlake*, all in the County of *Surrey*: And whereas on or about the Twentieth Day of *October* One thousand eight hundred and fifty-six the Company was registered under “The Joint Stock Companies Act, 1856,” as a Limited Company by the Name of “the *Richmond Gas Company, 1853, Limited* :” And whereas the Capital of the Company

Deed dated
24th Dec.
1853.

[Local.]

17 G

by

The Richmond Gas Act, 1867.

by the recited Deed of Settlement was Twenty thousand Pounds, divided into Two thousand Shares of Ten Pounds each, and the Capital of the Company has from Time to Time, in pursuance of the Powers in that Behalf contained in the recited Deed of Settlement, been increased, and now consists of Thirty thousand Pounds in Three thousand Shares of Ten Pounds each, the whole of which Shares have been subscribed for and are fully paid up : And whereas the Company have no Mortgage Debt : And whereas the Population and House Property of *Richmond* and the adjoining Parishes of *Petersham* and *Mortlake* and the Parish or Hamlet of *Ham* in the County of *Surrey* have of late Years greatly increased and are still increasing, and it would be of public and local Advantage if Provisions were made for the efficient lighting of those several Places with Gas, and the Company are willing to effect those Objects on being incorporated by a Special Act of Parliament with adequate Powers in that Behalf : And whereas it is expedient that the Company be incorporated by this Act, and their Deed of Settlement be annulled, and that the Powers of this Act be conferred upon them for improving and maintaining their existing Gasworks, and for increasing their Capital, and for enabling them effectually to carry on their Undertaking and the general Business of a Gas Company within the Limits of this Act : And whereas the Objects aforesaid cannot be effected without the Authority of Parliament : May it therefore please Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows ; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as “ *The Richmond Gas Act, 1867.*”

8 & 9 Vict.
c. 16.,
10 & 11 Vict.
c. 15., and
26 & 27 Vict.
c. 118. in-
corporated.

Interpreta-
tion of
Terms.

2. “ *The Companies Clauses Consolidation Act, 1845,*” Parts I., II., and III. of “ *The Companies Clauses Act, 1863,*” and “ *The Gasworks Clauses Act, 1847,*” are (except where expressly varied by this Act) incorporated with and form Part of this Act.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts 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 old Company ” shall mean the Company or Co-partnership as constituted and existing under the recited Deed or Articles of Agreement immediately before the passing of this Act, the Expression “ the Works ” or “ the Gasworks ” or “ the Undertaking ” shall mean and include the Gasworks and Works connected therewith by this Act vested in or authorized to be made or maintained

The Richmond Gas Act, 1867.

tained by the Company, and the Expression "the Promoters of the Undertaking" shall mean the Company, and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act 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.

4. The Limits of this Act with respect to the Supply of Gas shall comprise and include the several Parishes of *Richmond* and *Petersham* and the Parish or Hamlet of *Ham* in the County of *Surrey*, and also that Part of the Parish of *Mortlake* in the said County which is situated Westward of an angular Line from the Point in *Blind* or *Sandy Lane* where the Parishes of *Richmond*, *Mortlake*, and *Kew* unite to that Part of the *Mortlake* Road where it turns and leads to *Kew* by *Brickstables*, and thence proceeding in a straight Line to *Blind Lane* in the Parish of *Mortlake*, and thence by the Road leading to *East Sheen Common*, and along the Edge of the said Common to the Wall of *Richmond Park*.

5. From and after the passing of this Act the old Company shall be dissolved, and the several Persons and Corporations who immediately before the passing of this Act were Proprietors of Shares in the old Company, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be and they are hereby united and incorporated into a Company for the Purpose of making and supplying Gas within the Limits of this Act, and for doing all Acts necessary for that Purpose, and for other the Purposes by this Act and the said incorporated Acts authorized, by and under the Name of "the *Richmond Gas Company*," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and may sue and be sued, and shall have Power to hold Lands for the Purposes of the Undertaking, subject to the Provisions of this Act.

6. On the passing of this Act all the Lands, and all the Estates, Rights, Easements, and Interests in and affecting Lands, and all the Gasworks, Retorts, Reservoirs, Mains, Pipes, Meters, Lamps, Lamp-posts, Apparatus, Property, Debts, Monies, Articles, Effects, Credits, and Choses in Action, of or to which the old Company or any Persons in trust for them were immediately before the passing of this Act seised, possessed, or in any way entitled, and the Benefit of all Contracts and Engagements entered into with and on behalf of the old Company, and immediately before the passing of this Act in force, are by this Act transferred to and vested in the Company, but subject

The Richmond Gas Act, 1867.

subject to all Charges and Incumbrances (if any) affecting the same, and all Debts, Liabilities, and Obligations of the old Company in respect of the same, and may, according to the Provisions of this Act, be held and enjoyed, sued for, and recovered by the Company as they think fit.

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

7. Subject to the Provisions of this Act, the Deed of Settlement of the old Company shall, as to any future or prospective Operation thereof, from and after the passing of this Act be wholly void and of none Effect; and the several Persons who have signed the same, or who at the Time of the passing of this Act may be Members of or Shareholders in the old Company, and their respective 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 observe, perform, abide by, fulfil, or conform to the said Deed of Settlement, or anything therein contained.

Saving previous Rights and Liabilities.

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

Contracts prior to Act binding.

9. Except as is by this Act otherwise expressly provided, all Purchases, Sales, Conveyances, Leases, Mortgages, Bonds, Debentures, Contracts, Agreements, 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 old 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

The Richmond Gas Act, 1867.

but for the passing of this Act they would have been good, valid, and effectual for, against, or with reference to the old Company, and may be enjoyed, proceeded on, and enforced accordingly.

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

Debts to
be paid.

11. No Action, Suit, Prosecution, or other Proceeding commenced either by or against the old Company before the passing of this Act shall abate or be discontinued or prejudicially affected by or in consequence of the passing of this Act, but on the contrary the same respectively shall continue and take effect in favour of or against (as the Case may be) the Company in like Manner in all respects as they would have continued or taken effect in favour of or against the old Company if this Act had not been passed; and all Offences committed, or Torts suffered, or Remedies accrued, or Penalties incurred before the passing of this Act may be prosecuted, enforced, or sued for by or against the Company in like Manner as but for the passing of this Act they might have been prosecuted, enforced, or sued for by or against the old Company.

Actions not
to abate.

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

Trustees to
be indemnified.

13. Notwithstanding the Dissolution of the old Company and the annulling of the Deed of Settlement, all Entries in the Books of the old Company for evidencing the Ownership of any Share of the Capital of the old Company, and showing who immediately before the passing of this Act were the Shareholders of the old Company, shall be effectual for evidencing for the Purposes of this Act who immediately before the passing of this Act were the Shareholders of the old Company.

Entries
in Books
Evidence
of the Title
to Shares.

[Local.]

17 H

14. All

The Richmond Gas Act, 1867.

Gas Rates,
&c. to be
recovered.

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

Officers con-
tinued.

15. Notwithstanding the Dissolution of the old Company, every Officer and Servant of the old Company shall hold and enjoy his Office and Employment, with the Salary thereunto annexed, and be deemed an Officer and Servant of the Company, until he resigns or is removed from the Office and Employment, and he shall have the like Powers and Authorities for the Purposes of this Act, and be subject to the like Power of Removal, Regulations, Pains, and Penalties, as if he were appointed under this Act.

Certificates
and Transfer
of Shares to
remain in
force.

16. All Certificates of Shares in the Capital of the old Company until cancelled under the Powers of this Act, and all Sales, Transfers, and Dispositions executed before the passing of this Act of any Share in the Capital of the old Company, shall remain in full Force as if the old Company had not been dissolved.

Capital.

17. The Capital of the Company shall, until augmented under the Powers of this Act, be Thirty thousand Pounds, divided into Three thousand Shares of Ten Pounds each.

Appropriation of
Shares.

18. Every Person who immediately before the passing of this Act was possessed of or entitled to One or more Share or Shares of Ten Pounds nominal Value in the Capital of the old Company shall for each such Share be possessed of and entitled to One Share in the Capital of the Company, and every such Share shall be deemed fully paid up.

Original
Shares
subject to
same Trusts
as Shares
in the old
Company.

19. Every Share so appropriated shall vest in the Person entitled thereto, and every Share so vested shall be subject and liable to the same Trusts, and subject to the same Powers, Provisoos, Declarations and Agreements, Charges and Incumbrances, as immediately before the passing of this Act the then existing Share or Shares in the Capital of the old Company for which it is substituted, and so as to give effect to and not revoke any Will or other Testamentary Instrument disposing of or affecting such existing Share.

Company
shall cancel
existing
Certificates
and issue
new ones.

20. The Company shall call in and cancel the existing Certificates of Shares in the old Company, and issue in lieu thereof Certificates in the Form and under the Conditions prescribed by "The Companies Clauses Consolidation Act, 1845," but the Holders of such existing Certificates of Shares shall not be entitled to any Certificates of

Pro-

The Richmond Gas Act, 1867.

Proprietorship under this Act until they shall have delivered up to the Company to be cancelled the Certificates issued to them before the passing of this Act, or shall have proved to the reasonable Satisfaction of the Company the Loss or Destruction thereof.

21. It shall be lawful for the Company from Time to Time to raise, in addition to the said Capital of Thirty thousand Pounds, by the Creation and Issue of new ordinary Shares, any Sum or Sums of Money not exceeding in the whole the further Sum of Thirty thousand Pounds.

Power to raise additional Capital by new Shares.

22. The Company shall not issue any new Share created under the Authority of this Act, nor shall any new Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid in respect thereof.

Shares not to issue until One Fifth paid up.

23. Any Premium which shall be realized on the Sale or Issue of any new Shares shall not be considered as Profits of the Company, but shall be carried to and form Part of the Reserve Fund of the Company.

Premium on Sale of Shares to be carried to Reserve Fund.

24. The prescribed Rate of the Profits to be divided amongst the Shareholders in any Year upon the ordinary Shares of the Capital other than the original Capital of Thirty thousand Pounds shall be as follows; (that is to say,)

Limiting Dividends on new Shares.

The Rate of Seven Pounds in the Hundred by the Year on the Amount from Time to Time paid up on such Shares so long as the Company's maximum Charge for Gas in the Parish of *Richmond* shall exceed Four Shillings *per* One thousand Cubic Feet;

The Rate of Eight Pounds in the Hundred by the Year so long as such maximum Charge shall exceed Three Shillings and Ninepence but not exceed Four Shillings *per* One thousand Cubic Feet;

The Rate of Nine Pounds in the Hundred by the Year so long as such maximum Charge shall exceed Three Shillings and Sixpence but not exceed Three Shillings and Ninepence *per* One thousand Cubic Feet; and

The Rate of Ten Pounds in the Hundred by the Year so long as such maximum Charge shall be at or under Three Shillings and Sixpence *per* One thousand Cubic Feet.

25. Subject to the Provisions of this Act, the several Proprietors of original Shares and new Shares in the Capital of the Company shall be entitled to such Dividends as shall be from Time to Time made

Dividends on Shares.

The Richmond Gas Act, 1867.

made by the Directors out of the Profits of the Undertaking in proportion to the whole Amount for the Time being paid or by this Act deemed to be paid on such Shares at the Time such Dividends respectively shall be declared: Provided always, that at the Half-yearly Meeting in the Month of *August* in each Year the Company may, out of the estimated Profits of that Year declare a half-yearly Dividend not exceeding One Half of the Profits then estimated to be applicable to the Payments of Dividends in that Year.

Receipts of
Guardians,
&c. sufficient.

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

Power to
borrow on
Mortgage.

27. The Company may at any Time and from Time to Time after the passing of this Act borrow on Mortgage in respect of the original Capital of Thirty thousand Pounds any Sums not exceeding in the whole Seven thousand five hundred Pounds.

Further
borrowing
Power.

28. The Company may, in addition to the said Sum of Seven thousand five hundred Pounds, borrow on Mortgage any Sums not exceeding the following; (that is to say,) when the Company have created Shares to the Amount of Seven thousand five hundred Pounds in respect of the additional Capital by this Act authorized to be raised by Shares, and the whole thereof shall have been subscribed for, issued, and accepted, the Company may borrow the Sum of One thousand eight hundred and seventy-five Pounds; and when the Company have created Shares for a further Sum of Seven thousand five hundred Pounds, and the whole thereof shall have been subscribed for, issued, and accepted, the Company may borrow a further Sum of One thousand eight hundred and seventy-five Pounds; and when the Company have created Shares for a further Sum of Seven thousand five hundred Pounds, and the whole thereof shall have been subscribed for, issued, and accepted, the Company may borrow a further Sum of One thousand eight hundred and seventy-five Pounds; and when the Company have created Shares for a further Sum of Seven thousand five hundred Pounds, the Residue of the additional Capital by this Act authorized to be raised by means of Shares, and the whole thereof shall have been subscribed for, issued, and accepted, the Company may borrow a further Sum of One thousand eight hundred and seventy-five Pounds; but no Part of any such Sum shall be borrowed until in each Case the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," (before he so certifies,) that the whole of the Capital in respect of which such Power of borrowing is to be exercised has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that

not

The Richmond Gas Act, 1867.

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 sufficient, he shall grant his Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

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

Arrears may be enforced by Appointment of a Receiver.

30. All Monies to be borrowed on Mortgage under this Act from the Time when the said Monies shall be advanced, and the Interest for the Time due thereon, shall have Priority against the Company, and all the Property from Time to Time of the Company, over all other Claims on account of any Debts to be incurred or Engagements to be entered into by them.

Monies borrowed on Mortgage to have Priority.

31. The Company may create and issue Debenture Stock.

Debenture Stock.

32. 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 Money.

33. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held twice in every Year in the Months of *February* and *August*, or in such other Months as the Company by the Resolution of any General Meeting from Time to Time determine.

First and subsequent Meetings.

34. The Quorum of General Meetings of the Company shall be Ten Shareholders present personally or by proxy holding in the aggregate not less than One thousand Pounds in the Capital of the Company.

Quorum of General Meetings.

[Local.]

17 I

35. The

*The Richmond Gas Act, 1867.*Scale of
voting.

35. The Scale according to which Shareholders may vote in respect of their Shares shall be as follows :

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

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

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

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

For more than Twenty-five Shares but not exceeding Thirty-five Shares, Five Votes :

For more than Thirty-five Shares, Six Votes.

Number of
Directors.

36. The Number of the Directors shall not be more than Nine or less than Six, and until the Number of Directors is reduced to Six any Vacancy caused by Death, Resignation, Disqualification, or Failure of Re-election on going out of Office by Rotation shall not be filled up.

Qualification
of Directors.

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

Quorum of
Directors.

38. The Quorum of a Meeting of Directors shall be Three.

First Direc-
tors.

39. The Persons who immediately before the passing of this Act were the Directors of the old Company shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting held after the passing of this Act; at that Meeting the Shareholders present in person or by proxy may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Places 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 personally or by proxy shall (subject to the Provision herein-before contained for reducing the Number of Directors) elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act.

Auditors
need not
hold Shares.

40. The Auditors or Auditor need not hold Shares in the Company.

41. A Copy

The Richmond Gas Act, 1867.

41. A Copy of the Account required by the Gasworks Clauses Act, 1847, to be sent to the Clerk of the Peace shall in the Month of *March* in each Year be transmitted by the Company free of Charge to the Clerk of the Vestry of the Parish of *Richmond*, and the Copy so sent shall be kept by that Vestry Clerk, and shall be open to Inspection by all Persons at all reasonable Hours on Payment of a Fee not exceeding One Shilling for each Inspection, but no other Fee of any kind shall be chargeable in respect of the said Account.

Copy of annual Account to be transmitted to Vestry Clerk of Richmond.

42. In all Proceedings against the Estate of any Bankrupt or Insolvent, or under any Sequestration or Act of Insolvency, any Person appointed for that Purpose by the Company under their Common Seal may represent the Company, and act in their Behalf in all respects as if the Claim or Demand of the Company against such Estate were the Claim or Demand of such Person and not of the Company.

Representation of Company in case of Bankruptcy, &c.

43. The Company may from Time to Time maintain, alter, improve, enlarge, or discontinue their now existing Gasworks situate at *Mortlake* aforesaid, and (subject to the Restrictions herein contained as to the Lands to be used for the Manufacture of Gas) may make, erect, lay down, provide, and maintain additional and other Gasworks, Retorts, Gasometers, Receivers, Drains, Sewers, Mains, Pipes, Meters, Lamps, Lamp Posts, Burners, Stopcocks, Machinery, and other Works and Apparatus and Conveniences, and may do all such Acts as they think proper for manufacturing Gas, and for storing Gas, and for supplying Gas within the Limits of this Act, and may manufacture, store, and supply Gas accordingly: Provided always, that the Company shall not erect any Works for the Manufacture or Storage of Gas except within the Limits of their present Gasworks in the said Parish of *Mortlake*, and which Works are bounded as follows; (that is to say,) on the East by Land belonging or reputed to belong to *Thomas Keane Fitzgerald*, on the West by Land belonging or reputed to belong to the *London and South-western Railway Company*, on the North by the Road or Highway leading from *Richmond* to *Mortlake*, and on the South by Land belonging to the Crown.

Power to maintain Works, &c.

44. All Main Pipes to be laid by the Company (not being Mains laid down in lieu of existing Mains) for the Conveyance of Gas shall be laid at the greatest practicable Distance from the nearest Part of any Main Pipe of any Water Company for the Conveyance of Water; and wherever the Width of the Carriageway or Footpath will allow thereof shall be laid at the Distance of Four Feet at least from the nearest Part of any such Water Main Pipe, unless in Cases where it shall be unavoidably necessary to lay the Gas Pipe across or nearer to any Water Main Pipe, in which Case the said Gas Pipe shall wherever practicable

Mode of laying Pipes.

another A
for L. 1. 1. 1.
1. 1. 1. 1. 1.

The Richmond Gas Act, 1867.

practicable be laid over and above the said Water Main Pipe at the greatest practicable Distance therefrom, and shall form therewith a Right Angle, or as near thereto as the Situation will admit ; and in every such Case the said Gas Pipe so crossing the said Water Main Pipe shall be so laid that every Joint of the Gas Pipe shall be at the greatest practicable Distance from the Water Main Pipe, and every such Gas Pipe so crossing the Water Main Pipe shall for the whole Length thereof be sufficiently bedded in with good sound Clay or other fit Materials of a proper Consistency, and well worked and rammed into the Trench all round the said Gas Pipe ; and in laying down any such Gas Pipe the Company shall use such Joints as are for the Time being of the most improved Description for preventing the Leakage of Gas, and shall in no Case join together Two or more Gas Pipes exceeding Six Feet each in Length previous to their being laid in the Trench, but shall lay each Pipe exceeding Six Feet in Length 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 whenever practicable lay and well and sufficiently bed each Joint of the Main Gas Pipes, and also the Joints or Screws of the Branch or Service Gas Pipes connecting with the Main Gas Pipes, and also the Joints of the Service or Branch Pipes for conveying the Gas from the Main Gas Pipes to the Houses and other Buildings, and all other Joints, Inlets, Apertures, or Openings which are or shall or may be made in any of the Main Gas Pipes belonging to the Gas Company, in such Manner and with such Material as shall as far as reasonably practicable prevent Leakage.

Power to lay Pipes against Buildings.

45. The Company, with the Consent of the Owner and Occupier of any Building, may lay any Pipe, Branch, or other necessary Apparatus from any Main or Branch Pipe into, through, or against such Building for the Purpose of lighting it, or any Street, Road, Dock, Market Place, or public Building or Place, and may with the like Consent provide and set up any Apparatus necessary for securing to such Building, Street, Road, Dock, Market Place, or public Building or Place a proper and complete Supply of Gas, and for measuring and ascertaining the Extent of such Supply, and may with the like Consent from Time to Time repair, replace, alter, or discontinue and remove any such Pipe, Branch, or Apparatus.

Service Pipes to be kept fully charged, &c.

46. The Company shall, unless prevented by necessary Repairs or unavoidable Accident, at all Times keep their Branch or Service Pipes fully charged with Gas, and the Stopcocks so turned as not to prevent the Branch or Service Pipes from being at all Times filled with Gas.

47. The

The Richmond Gas Act, 1867.

47. The Company shall, at the Request of any Owner or Occupier of any House, Part of a House, Factory, or Premises, or of any public Body or private Company having Premises within One hundred Feet of which any Main Pipe of the Company shall be laid, furnish to such Owner or Occupier, public Body or private Company, a Supply of Gas for such House, Factory, or Premises at a Rate not exceeding the Rate by this Act limited; and if the Company fail to supply such Gas to any such Owner or Occupier, public Body or private Company, then and in every such Case, on Proof before any Two Justices of such Failure, and that the Company had no sufficient Excuse for such Failure, the Company shall forfeit any Sum not exceeding Five Pounds as the Justices think fit for every Day such Failure shall have existed and be allowed to continue: Provided always, that the Company shall not be bound to supply any Gas under the foregoing Provision unless reasonable Security for Payment for the Gas to be supplied for Six Months be given, if required by the Company, in Writing under the Hand of any of their Officers, at the Cost of the Person or Persons requiring such Supply of Gas: Provided also, that the Company alone shall be entitled to lay on all the Services up to the Meter used by each Consumer, and to attach the Service Pipe thereto, paying the Expenses thereof, from their nearest Main up to the Premises of the Consumer, provided the Length of such Service Pipe does not exceed Thirty Feet, but if it exceed that Length then the Expense thereof beyond that Length, and also in every Case the Expense of the Service Pipe from the Boundary of the Consumer's Premises up to and of fixing to the Meter, shall be paid by the Consumer, and the estimated Cost thereof, if required by the Company, shall be paid in advance by such Consumer, and in case of a Dispute between the Company and such Consumer as to such Costs the same shall be settled by any Two Justices.

Compelling
Company to
supply Con-
sumers.

48. The Company shall and they are hereby required from Time to Time and at such Times as they may be called upon so to do by the Vestry of the Parish of *Richmond*, or other the Persons charged with the lighting of any Street or Place within the Parish of *Richmond*, supply Gas to all public Lamps or Burners adjoining to or within Seventy Yards of any of the Mains of the Company, and that may be required and provided for lighting any Street or Place within the said Parish, upon such Terms and during such Hours as shall from Time to Time be settled by Agreement between the Company and the Vestry or other the Persons aforesaid; and in case any Difference or Dispute shall arise between such Parties as to the Quantity of Gas supplied or to be supplied to such Lamps, or on any other Matter referred to in this Section (other than the Price to be charged for Gas which shall be as herein-after provided), the same shall be settled by Arbitration under the Provisions in "The Companies Clauses Consoli-

Company to
supply Gas
to public
Lamps in
Richmond.

The Richmond Gas Act, 1867.

dition Act, 1845," contained with respect to the Settlement of Disputes by Arbitration, and for the Purposes of Section 131 of that Act as if the Company were a Railway Company.

Charge for
Gas supplied
to public
Lamps.

49. The Charge to be made by the Company for Gas supplied to such public Lamps (exclusive of the Charge for lighting, extinguishing, cleaning, and maintaining the same) shall not exceed the lowest Rate by the One thousand Cubic Feet from Time to Time charged by them to any private Consumer in the Parish of *Richmond*.

Price of
Gas.

50. The highest Charge of the Company for Gas supplied by them by Meter shall be for every Thousand Cubic Feet Five Shillings in the Parish of *Richmond*, and Five Shillings and Sixpence in other Parts of their District, until the Twenty-ninth of *September* One thousand eight hundred and sixty-seven, and from and after the Twenty-ninth of *September* One thousand eight hundred and sixty-seven, and up to and until the Twenty-ninth of *September* One thousand eight hundred and sixty-eight, Four Shillings and Sixpence in the Parish of *Richmond*, and Five Shillings in other Parts of their District, and from and after the Twenty-ninth of *September* One thousand eight hundred and sixty-eight Four Shillings and Threepence in the Parish of *Richmond*, and Four Shillings and Ninepence in other Parts of their District.

Quality of
Gas.

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

How
Sulphur in
Company's
Gas to be
estimated.

52. In ascertaining and estimating for the Purposes of this Act the Amount of Sulphur contained in the Company's Gas the Process to be adopted shall, unless otherwise agreed upon between the Company and the Vestry of *Richmond*, be that known as Doctor *Letheby's* Sulphur Test, the Description of which is as follows; (that is to say,) the Gas shall be burnt from a *Leslie's* Burner at the Rate of not more than One Cubic Foot of Gas per Hour, and the Production of the Combustion of the Gas shall be conveyed, together with an Excess of the Vapour of Ammonia, into a Glass Receiver, where the condensible Products shall be condensed, and the Sulphur therein contained

The Richmond Gas Act, 1867.

contained shall be estimated as Sulphate of Baryta, according to the recognized Chemical Methods of thus estimating Sulphur.

53. The Company shall within Six Months after the passing of this Act provide in some Part of their Works or of their principal Office, so placed as to afford a Test for all the Gas supplied by the Company, a proper and sufficient testing Meter furnished with an Argand Fifteen-hole Burner and a Seven-inch Chimney, or other approved Burner and Chimney, capable of consuming Five Cubic Feet of Gas an Hour, with other Apparatus proper and sufficient for testing the illuminating Power and Purity of the Gas, and the Company shall at all Times keep and maintain the experimental Meter and Apparatus in good Repair and working Order, and if and when necessary renew the same.

Testing of Gas.

54. The Vestry of *Richmond* may at their own Expense within Twelve Months after the passing of this Act cause to be erected in a suitable Place at or adjoining the Vestry Hall in *Richmond*, or between the Vestry Hall and the Works of the Company, an experimental Meter furnished with a Burner of the Description herein-before specified, with other necessary Apparatus for testing the illuminating Power of the Gas, and that Vestry may at the like Expense at all Times keep and maintain their experimental Meter and Apparatus in good Repair and working Order, and from Time to Time renew the same.

Power to Vestry of Richmond to erect experimental Meter for testing the Gas.

55. The *Richmond* Vestry or any Two Justices, on the Application in Writing of any Consumers of the Gas of the Company, not being less than Five in Number, may from Time to Time appoint some competent Person to test the illuminating Power and Purity of the Gas; and the Person so-appointed, on giving Three Hours previous Notice in Writing to the Manager of the Company served personally upon him, or Six Hours previous Notice in Writing left at the Works of the Company, may at any reasonable Hour, on producing the Order, and in the Presence of the Manager of the Company, if he so require and be in attendance, and if not then in his Absence, and by means of the testing Meter and other Apparatus by this Act required to be provided by the Company, or provided by the Vestry, test the illuminating Power and Purity of the Gas, and the Company and their Officers and Servants shall afford all proper and sufficient Facilities for the testing:

Power to Vestry to test Gas.

56. If and whenever it is proved to the Satisfaction of any Two Justices not being Shareholders of the Company, after hearing the Parties, that the illuminating Power or Purity of the Gas supplied by the Company did not when so tested equal the illuminating Power or Purity by this Act prescribed, or that the Company or their Officers failed, on being thereunto reasonably requested, to afford the prescribed Facilities,

Penalty if inferior Gas supplied.

The Richmond Gas Act, 1867.

Facilities, or prevented or hindered the testing of the Gas, then and in any such Case the Company shall forfeit any Sum not exceeding Twenty Pounds, as the Justices determine.

Cost of testing Gas.

57. In the event of any such Penalty being imposed on the Company, then the Costs of all Parties of and attending the testing of the Gas, including the Remuneration to be paid to the Person so testing the Gas, and the Costs of the Proceedings before the Justices, shall be ascertained by the Justices, and shall be paid, with the 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 Vestry or by the Consumer at whose Instance the testing was made, as the Case may be, and in either Event the Costs so ascertained shall be paid or levied accordingly.

Use of Meters.

58. Every Consumer of Gas supplied by the Company shall, on Notice in Writing from the Company, consume the Gas by Meter, and all such Meters shall be subject to the Provisions of the Act for regulating Measures used in Sales of Gas; and no Meter, unless examined and stamped under the Provisions of that Act, shall be used until it shall have been approved by the Company, and it shall be lawful for the Company from Time to Time to examine and test any such Meter, and any Meter may be provided, sold, or let to hire by the Company to the Consumer.

Consumer may provide his own Meter.

59. Every Consumer of Gas supplied by the Company shall be at liberty at his own Expense to provide his own Meter, the same being duly stamped according to Law.

Register of Gas Meter to be *prima facie* Evidence.

60. The Register of the Meter shall be *prima facie* Evidence of the Quantity of Gas consumed by any Consumer of the Company, and in respect of which any Rate or Rent is charged and sought to be recovered by the Company.

Power for the Company to remove Meters and Fittings.

61. The Company, after Forty-eight Hours Notice to the Occupier of any House or Building, or if it be then unoccupied, then to the Owner or Lessee thereof, may enter the House or Building between the Hours of Nine in the Morning and Four in the Afternoon for the Purpose of removing any Gas Meters, Gas Pipes, or other Gas Fittings belonging to the Company, and theretofore used in connexion with the Supply of Gas by them, but which Supply is from any Cause not occasioned by the Company discontinued, and may remove the Meters, Pipes, and Fittings accordingly: Provided that if the Owner or Lessee of any such unoccupied House or Building be unknown to the Company after due Inquiry, the Notice may be given by affixing it for Three Days to some conspicuous Part of the House or Building.

62. If

The Richmond Gas Act, 1867.

62. If any Person shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any such Meter or Gas Apparatus as last aforesaid, or any Fittings thereof, or other Thing connected therewith, belonging to the Company, or fraudulently alter the Index to any such Meter or any Part of such Meter, or any Pipe connected therewith, or in any way fraudulently, wilfully, or knowingly prevent such Meter from duly registering the Quantity of Gas supplied, or by any Means fraudulently abstract any of the Company's Gas, every Person so offending shall for every such Offence forfeit to the Company any Sum not exceeding Five Pounds, and the Company may in addition thereto recover the Amount of any Damage sustained by them which shall not be satisfied by the Amount of the Penalty recovered, and may also discontinue until the Act complained of is remedied, but no longer, the Supply of Gas to the Person or Company so offending, and 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 *prima 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 the 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.

Penalty for
damaging,
&c. Meters.

63. Where any Consumer of the Gas of the Company leaves the Premises where the Gas has been supplied to him without paying to the Company the Gas Rent or Meter Rent due from him, the Company shall not be entitled to require from the next Tenant of the Premises the Payment of the Arrears left unpaid by the former Tenant, unless the incoming Tenant agree with the former Tenant to pay or exonerate him from the Payment of the Arrears.

Incoming
Tenant not
liable to
Arrears of
Rent.

64. All Sums of Money due or to become due either to the Company or to the old Company, or to either or both, for the Supply of Gas, or for the Supply or Hire or fixing of Meters, Pipes, or other Fittings, may be levied by Distress, and any Justice on Application may issue his Warrant accordingly, but no Warrant shall be issued without a previous Summons.

Gas Rents,
&c. may be
levied by
Distress.

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

Costs of
Distress.

The Richmond Gas Act, 1867.

Several
Names in
One Sum-
mons.

66. Any 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.

Recovery of
Sums due
to the
Company.

67. If any Person fails to pay any Gas Rate, Meter Rent, or other Sum due or to become due to the Company or to the old Company, the Company may recover the same, with full Costs of Suit, in any Court of competent Jurisdiction, and the Remedies of the Company under this Enactment shall be in addition to their other Remedies in that Behalf.

Liabilities to
Gas Rates
not to
disqualify
Judges.

68. No Justice or Judge of a County Court shall, except as is by this Act otherwise provided, be disqualified for acting in the Execution of this Act by reason of his being liable under this Act to any Gas Rate, Meter Rent, or other Sum, or of his being a Shareholder of the Company, but no Director of the Company shall act as such Justice or Judge.

Penalties on
the Com-
pany not
cumulative.

69. Penalties imposed on the Company for one and the same Offence by several Acts of Parliament shall not be cumulative, and for this Purpose this Act and each of the Acts incorporated therewith shall be deemed as a separate Act.

Saving
Rights of
the Crown.

70. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the Company to take, use, or in any Manner interfere with any Land or Hereditaments, or any Rights of whatsoever Description, belonging to the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Expenses of
Act.

71. All the Costs, Charges, and Expenses of and incident to the preparing for, applying for, obtaining, and passing of this Act shall be paid by the Company.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1867.