



ANNO TRICESIMO

VICTORIÆ REGINÆ.

Cap. xii.

An Act to incorporate “*The Sutton, Southcoates, and Drypool Gaslight Company (Limited)*,” by the Name of “*The Sutton, Southcoates, and Drypool Gas Company*,” and to make further Provision for lighting with Gas the District now lighted by the Company and adjoining Places in the Borough of *Kingston-upon-Hull* and in the East Riding of the County of *York*; to authorize the raising of additional Capital; and for other Purposes. [12th April 1867.]

WHEREAS in the Year One thousand eight hundred and forty-six certain Persons formed themselves into a Company under the Name of “*The Sutton, Southcoates, and Drypool Gaslight Company*,” for the Purpose of supplying the Parish of *Sutton* (partly in the Borough of *Kingston-upon-Hull* and partly in *Holderness* in the East Riding of the County of *York*), and the Township of *Southcoates* in the Parish of *Drypool*, and the said Parish of *Drypool*, both within the said Borough of *Kingston-upon-Hull*, with Gas, and generally of carrying on the Business
[Local.] *E e* usually

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usually carried on by Gas Companies: And whereas the Affairs of the said existing Company are now regulated by a Deed of Settlement bearing Date the Fourth Day of *December* One thousand eight hundred and forty-six, and made between the several Persons whose Names are thereunto subscribed, and whose Seals are thereunto affixed (except *John Gresham* therein-after described), of the one Part, and *John Gresham* of *Cliffe House* in the Parish of *Hessle* in the County of *York*, and of the Borough of *Kingston-upon-Hull*, Esquire, of the other Part, and also by certain Resolutions of General Meetings of the said Company held under Powers for that Purpose contained in the said Deed of Settlement: And whereas on the Second Day of *January* One thousand eight hundred and forty-seven the said Company was completely registered, pursuant to the Joint Stock Companies Act, 7 and 8 *Vic.*, Cap. 110, and thereupon became incorporated: And whereas on the Thirtieth Day of *October* One thousand eight hundred and fifty-six the said Company was duly registered as incorporated under "The Joint Stock Companies Act, 1856," and on the Eighteenth Day of *September* One thousand eight hundred and sixty-three the said Company was also duly registered as "a Company limited by Shares" under "The Companies Act, 1862," and the said Company is now known as "*The Sutton, Southcoates, and Drypool Gaslight Company (Limited)*": And whereas by the said Deed of Settlement it was provided that the Capital of the said Company should be Twelve thousand Pounds, divided into Six hundred Shares of Twenty Pounds each, and that such Capital might be from Time to Time increased, as therein-after provided, to an Amount not exceeding One hundred thousand Pounds, and that the Company might borrow on Bond or Mortgage any Sum not exceeding One Third of the then paid-up Capital of the Company: And whereas under the Powers of the said Deed of Settlement, and of Resolutions of the said Company passed in pursuance thereof, the Capital of the said Company has been increased, first, by the Sum of Six thousand Pounds, divided into Six hundred Shares of Ten Pounds each, upon which Two Pounds Ten Shillings *per* Share only remains to be paid up, and, secondly, by a further Sum of Six thousand Pounds, also divided into Six hundred Shares of Ten Pounds each, upon which the Sum of Four Pounds *per* Share only remains to be paid up, making the total Share Capital of the Company Twenty-four thousand Pounds: And whereas the said Company have not raised any Sum by way of Mortgage of their said Undertaking: And whereas the said Company purchased a Piece of Land situate at the East End of *Sitwell Street* in the Parish of *Sutton* within the Borough of *Kingston-upon-Hull*, with certain Gasworks then existing thereon, upon which Piece of Land they have erected other Works for the Manufacture and storing of Gas, and for the Purposes of the said Company, and they have also

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also purchased or laid down Mains and Pipes in the Streets and Thoroughfares in the Parishes and Townships of *Sutton, Stoneferry* (in *Sutton*), *Southcoates*, and *Drypool*, and in Parts of the late Extra-parochial Place called the *Garrison Side*, now the Parish of *Garrison Side*, adjoining the said Parish of *Drypool*, in order to supply the same Parishes and Townships and the Inhabitants thereof respectively with Gas, and to carry on the other Business of a Gas Company, and the Land so now belonging to the said Company, and used by them for the Purposes of their Gasworks, and the Limits or Boundaries of such Land, and the Works erected and erecting thereon, are described in the Schedule to this Act annexed: And whereas the said Company are also the Owners of a certain other Piece of Land situate at *Wilmington* in the Parish of *Sutton* which has not been and is not used for the Purposes of the Company, and which Land is intended to be sold by the Company: And whereas the Demand for Gas in the District already supplied by the Company is increasing: And whereas it is expedient that the whole of the said Parish of *Garrison Side* in the Borough of *Kingston-upon-Hull*, and the Parish of *Marfleet* in *Holderness*, adjoining the said Township of *Southcoates*, (herein referred to as the "new District,") should be supplied with Gas by the Company, and they are willing to afford such Supply if authorized so to do: And whereas in order to meet the increasing Demand for Gas in the existing District of the Company, and to extend a Supply of Gas to the new District, it is necessary that the Works, Mains, and Pipes of the Company should be enlarged and extended, and for these Purposes, and to discharge the existing Liabilities of the Company, that the Powers of the Company to raise additional Capital should be continued to the Company: And whereas the Supply of Gas within the existing and proposed new District of the said Company could be carried out more beneficially to the Public, and also to the said Company, if Parliamentary Powers were conferred upon them in relation thereto, and for these Purposes the said Company are desirous of being incorporated and regulated by Special Act of Parliament by the Name of "*The Sutton, Southcoates, and Drypool Gas Company*," and of having the several Powers in this Act contained granted to them: 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:

1. This Act may be cited for any Purpose whatever as "The Short Title. *Sutton, Southcoates, and Drypool Gas Act, 1867.*"

2. "The

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8 & 9 Vict.
cc. 16. & 18.,
10 & 11 Vict.
c. 15.,
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
c. 118. in-
corporated.

2. "The Companies Clauses Consolidation Act, 1845," "The Companies Clauses Act, 1863," (except Part IV. of that Act relating to Change of Name,) "The Lands Clauses Consolidation Act, 1845," (except such of the Provisions thereof as relate to the Purchase of Lands otherwise than by Agreement,) "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Gasworks Clauses Act, 1847," are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Interpre-
tation of
Terms in
the General
Acts.

3. In construing the incorporated Acts respectively for the Purposes of this Act the Expression "the Special Act" means this Act, and the Expressions "the Works," "the Gasworks," or "the Undertaking," mean the Gasworks and Works connected therewith by this Act vested in the Company incorporated by this Act, as well as any Gasworks which they are by this Act authorized to execute, the Expression "the Promoters of the Undertaking," or "the Undertakers," means the Company incorporated by this Act, unless in any of the Cases aforesaid there be something in the Subject or Context repugnant to such Construction.

Interpre-
tation of
Terms in
this Act.

4. In this Act and in the Acts incorporated herewith the Expression "the old Company" means the Company or Copartnership as constituted and existing immediately before the passing of this Act; and the Expression "the Company" means the Company incorporated by this Act, unless there be something in the Subject or Context repugnant to such Construction; and the Expressions "Superior Court," or "Court of competent Jurisdiction," or any other like Expression in this Act or the Acts incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a Simple Contract Debt, and not a Debt or Demand created by Statute; and other Expressions and Words to which in the incorporated Acts Meanings are assigned shall respectively have the same Meanings in this Act.

10 & 11 Vict.
c. 15. to
apply to
existing
Works.

5. "The Gasworks Clauses Act, 1847," shall be held applicable as well to the Mains, Pipes, and Works of the old Company already laid down and constructed, and vested in the Company by this Act, as to the Mains, Pipes, and Works to be hereafter laid down and constructed by the Company under this Act.

Limits of
Act.

6. The Limits of this Act for the Purposes of the Company and for the Supply of Gas shall be and include the several Parishes, Townships, and Places following; (that is to say,)

First, the Parish of *Sutton* (including the Township of *Stoneferry*) which is situate partly within the Borough of *Kingston-upon-Hull* and partly within the East Riding of the County of *York*;

Secondly,

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Secondly, the Parish of *Drypool* in the Borough of *Kingston-upon-Hull*, including the Township of *Southcoates* also within the said Parish and Borough;

Thirdly, the District or Place lately extra-parochial, adjoining the Parish of *Drypool*, now established as a separate Parish by the Name of "the Parish of *Garrison Side* in the Town and County of *Kingston-upon-Hull*;" and

Fourthly, the Parish of *Marfleet* in *Holderness*, adjoining the said Township of *Southcoates*.

7. 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 subscribed or who 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 Purposes herein-after mentioned, and shall be incorporated by the Name of "The *Sutton, Southcoates, and Drypool Gas Company*," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and may sue and be sued at Law and in Equity, and shall have Power from Time to Time to purchase, take on Lease, or rent and hold and sell Lands for the Purposes of the said Undertaking, and shall be governed and regulated by and in accordance with the Provisions of this Act and the Acts incorporated herewith.

Re-incorporation of Company.

8. The Company shall be established for the Purpose of making and supplying Gas within the Limits of this Act, and also for dealing in Coke, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Oil, Lime, and other Matters, the Products of the Coal or Materials employed in the Manufacture of such Gas, and for the Manufacture, Sale, and Disposal of such Products, and also for letting and selling, manufacturing and dealing in Gas Fittings, Tubes, Meters, Pipes, Lamps, Lamp Posts, and other Articles and Things in any way connected with Gasworks or with the Supply of Gas to the Consumers thereof, or with the general Business of a Gas Company, in such Manner as the Company may think proper.

Purposes of the Company.

9. All the Lands, Erections, and Buildings purchased by or for the old Company, or conveyed to the old Company, or to any Trustees on their Behalf, for the Purposes of the said Undertaking, and now belonging to the old Company, and all the Gasworks, Gasometers, and other Works, Mains, and Pipes, Plugs, Pedestals, Pillars, Posts, Lamps, Lamp Brackets, Lamp Burners, Apparatus, Matters, and Things, and all other Property whatsoever at the Time of the passing of this Act belonging to the old Company or to any Trustees on their Behalf for the Purposes of the old Company, shall be and the

Present Property of the old Company vested in the Company incorporated by this Act.

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same

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same and each and every of them are and is hereby vested in the Company incorporated by this Act.

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

10. Subject to the Provisions of this Act, the said Deed of Settlement, and all Resolutions of the Company altering or amending the same, shall, as to any future or prospective Operation thereof, from and after the passing of this Act be wholly void and of non-effect, and the Company shall be exempted from all the Provisions, Restrictions, and Requirements of the Joint Stock Companies Act, 7 & 8 Vict. Cap. 110, "The Joint Stock Companies Act, 1856," and "The Companies Act, 1862," and the several Persons who shall have executed such Deed or any Deed of Covenant, or other Deed accessory thereto, and their Heirs, Executors, and Administrators, shall, immediately after the passing of this Act, be by virtue thereof released from any future Obligation to observe or conform to the said Deed of Settlement or the Covenants therein contained, or any of them, or the Resolutions altering or amending the same: Provided always, that nothing herein contained shall release any Person from any Liability or Obligation in respect of any Breach of the Provisions of the said Deed of Settlement or Resolutions which may have been incurred prior to the Date of the passing of this Act; but such Liability or Obligation shall subsist and may be enforced by the Company accordingly, under and according to the Provisions of the said Deed or Resolutions respectively.

Company may waive antecedent Breaches or not at their Discretion.

11. Provided also, that the Company may waive the Compliance with the Provisions of the said Deed of Settlement or Resolutions in respect of any Act, Default, Matter, or Thing which, prior to the Date of the passing of this Act, shall have been done, made, executed, committed, or omitted in breach of the Provisions of the said Deed or Resolutions.

Contracts prior to Act to be binding.

12. All Deeds, Contracts, Bonds, and Agreements entered into before the passing of this Act by the old Company, or by any Trustees or Persons acting on behalf of the old Company, and now in force, shall be as binding upon the Company, and be of as full Force and Effect in Law in all respects against and upon the Company, as if the same respectively had been entered into or made by the Company after the passing of this Act; and all Persons, Commissioners, and Corporations whomsoever who at the Time of the passing of this Act shall be Parties to any such Deed, Contract, Bond, or Agreement as aforesaid shall be answerable to the Company for the Performance thereof in like Manner as if such Deeds, Contracts, Bonds, or Agreements respectively had been made or entered into with the Company in pursuance of this Act; and all Persons and Corporations whomsoever who at the Time of the passing of this Act shall stand indebted

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to the old Company, or to any Trustees or Persons acting on their Behalf, in any Sum of Money, shall be liable for the Payment thereof to the Company, and in case of Nonpayment thereof, or of any Part thereof, the Company may proceed for the Recovery thereof and recover the same in such and the same Manner, and shall have the same Remedies in respect thereof, as are provided by this Act and the Acts incorporated herewith for enforcing the Performance of Deeds, Contracts, Bonds, Covenants, or Agreements made and entered into with the Company under the Powers of this Act.

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

Actions, &c.
not to abate.

14. All Debts due and owing by the old Company at the Time of the passing of this Act may be enforced against the Company in the same Manner as if such Debts had been incurred by the Company after the passing of this Act.

Debts owing
by old
Company at
passing of
Act re-
coverable.

15. Every Trustee or other Person in whom or in whose Names any Land, Erections, Buildings, or Property belonging to the old Company shall be vested at the Time of the passing of this Act, and who being duly authorized in that Behalf shall have entered into any Deed, Contract, Bond, Covenant, or Engagement in respect of or with reference to such Lands, Erections, Buildings, or Property, or who shall have entered into any other Contract on behalf of the old Company, shall be indemnified and saved harmless out of the Funds or Property of the Company from all Liability, and against all Loss, Costs, Charges, and Expenses, which he may sustain, incur, or be put to, by reason or in consequence of his having entered into any such Deed, Contract, Bond, Covenant, or Engagement.

Trustees
of the Com-
pany to be
indemnified.

16. All Gas Rents or Charges made by the old Company, and which at the Time of the passing of this Act shall be due or accruing due and payable, or if this Act had not passed would have accrued due

Rates and
Rents now
payable to
continue till
altered.

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due and become payable, shall be payable under this Act, and shall continue to be so payable until the same shall be altered or reduced under the Authority of this Act, and may be collected and recovered by the Company by such Means and under such Restrictions and Regulations as any Rents or Charges to be received or demanded by the Company in pursuance of this Act may be collected or recovered.

Certificate
and Transfer
of Shares,
&c. to
remain in
force.

17. All Certificates of Shares in the Undertaking 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 as full Force as if the same had been made under this Act.

Officers to
continue
until re-
moved.

18. All Clerks, Officers, and Persons appointed by the old Company, and not acting contrary to the Provisions of this Act, shall hold their respective Offices and Employments, together with the Salaries and Emoluments thereunto annexed, until they shall be removed therefrom by the Company or the Directors, or resign; and all such Clerks, Officers, and Persons shall have the like Powers and Authorities for the Purposes of this Act, and for the 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
Register of
Shareholders
to continue
to be kept.

19. The Book kept by the old Company for entering the Names and Designations of the Shareholders, with the Number of their Shares and the Numbers by which such Shares are distinguished, shall continue to be kept for the same Purpose by the Company, and shall, until some other Register of Shareholders shall be provided by the Company, be considered as the Register of Shareholders required to be kept by "The Companies Clauses Consolidation Act, 1845."

Capital of
the Com-
pany.

20. After the passing of this Act, and until the Capital of the Company shall be augmented under the Powers of this Act, the Capital of the Company shall be Twenty-four thousand Pounds, divided into Two thousand four hundred Shares of Ten Pounds each, being all original Capital, but divided into Shares of Three Classes, namely, Twelve hundred Shares to be called "A" Shares, all paid up in full, Six hundred Shares to be called "B" Shares, upon which the Sum of Two Pounds Ten Shillings *per* Share remains to be paid up, and Six hundred Shares to be called "C" Shares, upon which the Sum of Four Pounds *per* Share remains to be paid up.

Existing
Shareholders
to be entitled

21. After the passing of this Act every Person and Corporation who immediately before the passing of this Act was possessed of or entitled

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entitled to One or more paid-up Share or Shares of Twenty Pounds each in the Capital of the old Company shall for each such Share of Twenty Pounds be possessed of and entitled to Two "A" Shares of Ten Pounds in the said Capital of Twenty-four thousand Pounds, without making any Payment for the same; and every Person and Corporation then possessed of or entitled to One or more Share or Shares of Ten Pounds each in the Capital of the old Company, on which Two Pounds Ten Shillings *per* Share remains to be paid up, shall for each such Share of Ten Pounds be possessed of and entitled to One "B" Share of Ten Pounds in the said Capital of Twenty-four thousand Pounds, but subject to the Payment of the Sum of Two Pounds Ten Shillings for each such "B" Share; and every Person and Corporation then possessed of or entitled to One or more Share or Shares of Ten Pounds each, on which Four Pounds *per* Share remains to be paid up, shall for each such Share of Ten Pounds be possessed of and entitled to One "C" Share of Ten Pounds in the said Capital of Twenty-four thousand Pounds, but subject to the Payment of the Sum of Four Pounds for each such "C" Share; and such "A," "B," and "C" Shares respectively shall be and the same are hereby vested in such Persons and Corporations accordingly, and the Sums payable in respect thereof shall be paid at such Times and by such Calls as the Directors of the Company shall from Time to Time appoint.

to corresponding Capital under this Act.

22. All Corporations and Persons in whom any of the said "A," "B," or "C" Shares shall be vested shall be possessed thereof upon the same Trusts, and subject to the same Powers, Provisions, Declarations, and Agreements, Charges and Incumbrances, upon or to which the Shares in the Capital of the old Company (in respect of which such "A," "B," or "C" Shares shall be so vested) were subject and liable immediately before the passing of this Act, and so as to give Effect to and not revoke any Will or other testamentary Instrument disposing of or affecting such Share or Shares.

"A," "B," and "C" Shares to be subject to the same Trusts as existing Shares.

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

Company to call in and cancel existing Shares.

24. It shall be lawful for the Company from Time to Time, by Order of any Meeting thereof, to raise by the Creation of new ordinary
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Power to raise additional

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Capital by
the Creation
of "D"
Shares.

Shares, or by the Creation of ordinary Stock, in addition to the "A," "B," and "C" Shares, any further Sum or Sums of Money not exceeding in the whole the Sum of Seventy-six thousand Pounds, and any new Shares so created shall be called "D" Shares, and such "D" Shares, or any ordinary Stock so created, shall be Part of the general Capital of the Company.

New Shares
to be of
nominal
Value of
Ten Pounds.

25. Any "D" Shares which may be created under this Act shall be of the nominal Value of Ten Pounds, but the Amount, Time of making, and Payment of Calls in respect of such new Shares shall, subject as herein-after mentioned, be from Time to Time fixed and determined by the Directors of the Company as they shall think proper.

Calls on
Shares.

26. Twenty *per Centum* on the nominal Value of the Share shall be the Amount of any One Call which the Directors may make on or in respect of the "D" Shares to be created by virtue of this Act, and Three Months at the least shall be the Interval between successive Calls, and the aggregate Amount of Calls on any One Share in any One Year shall not exceed Four Fifths of the nominal Value of such Share.

20 per Cent.
of "D"
Shares to be
paid on
issue.

27. It shall not be lawful for the Company to issue any "D" Share, nor shall any such Share vest in the Person accepting the same, unless and until a Sum not being less than Twenty *per Centum* of the Amount of such Share shall have been paid up in respect thereof.

As to
Dividends on
ordinary
Shares.

28. The Proprietors of the "A," "B," "C," and "D" Shares or Stock shall be entitled to such Dividends as shall be from Time to Time made by the Directors out of the Profits of the Undertaking in proportion to the nominal Value of their Shares or Stock as registered in the Books of the Company, and the Amount paid thereon at the Time such Dividends respectively shall be declared: Provided always, that the Profits of the Undertaking divisible among the same several Classes of Shareholders and Stockholders of the Company shall not in any One Year exceed Seven Pounds Ten Shillings *per Centum per Annum* on the Capital for the Time being paid up in respect of such Shares or Stock, and such Rate of Profits shall be deemed and taken to be the prescribed Rate of Profit within the Meaning of "The Gasworks Clauses Act, 1847."

Sale and
Distribution
of new
Shares.

29. The General Meeting at which any "D" Shares or Stock shall be created may direct that the whole or any Number or Amount of such Shares or Stock shall be sold by Public Auction in such Manner, in such Numbers and Amount, and at such Times, and subject to such Conditions, as the Directors may from Time to Time think fit, and that the whole or any Portion of such Shares or Stock

which

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which shall not be sold or not be directed to be sold by Auction shall be distributed in such Manner, and, subject to the Provisions of this Act, upon such Terms, as the same or any other General Meeting of the Company shall direct.

30. The Intention to sell any "D" Shares by Auction shall be Sales by Auction to be advertised for Two successive Weeks, and any Sum of Money which shall arise from any such Sales by way of Premium shall not be considered as Profits of the Company, but shall be expended in paying the Expenses of this Act, or in extending or improving the Works of the Company, or in paying off Money borrowed or owing on Mortgage or otherwise by the Company, and shall not be considered as Part of the Capital of the Company entitled to Dividend.

31. If any Money be payable to any Shareholder being a Minor, Receipts on behalf of an Idiot, or Lunatic, the Receipt of his Guardian or Committee, as the Case may be, shall be a sufficient Discharge to the Company for the same.

32. The Company in respect of their existing Capital may at any Time, and from Time to Time after the passing of this Act, borrow on Mortgage any Sum or Sums not exceeding in the whole Five thousand Pounds.

33. 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 being 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.

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

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

36. The First Ordinary General Meeting of the Company shall be held within Two Months after the passing of this Act, and the future General Meetings of the Company shall be held in the Months of *March* and *September* in each Year, and the General Meeting held in the

Sales by Auction to be advertised, and Premiums on such Sales not to be entitled to Dividend.

Receipts on behalf of incapacitated Persons.

Power to borrow on Mortgage.

Monies borrowed on Mortgage to have Priority.

Arrears may be enforced by Appointment of a Receiver.

Application of Sums raised.

General Meetings.

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the Month of *September* in each Year shall be the Annual Meeting for the Retirement and Election of Directors and other Officers going out of Office by rotation; and all Meetings of the Company, whether ordinary or extraordinary, shall be held in the Borough of *Kingston-upon-Hull*.

Shareholders may require Extraordinary Meetings.

37. The prescribed Number of Shareholders who may require the Directors to call an Extraordinary Meeting of the Company shall be Five Shareholders, holding in the aggregate not less than Forty Shares in the Capital of the Company.

Quorum of Meetings of Company.

38. The Quorum of every Meeting of the Company shall be Seven Proprietors, holding in the aggregate not less than One hundred Shares in the Capital of the Company.

Notice of Meetings.

39. At least Seven Days and not more than Fourteen Days Notice of all Meetings of the Company, whether ordinary or extraordinary, shall be given by Advertisement and also by a Circular addressed through the General Post Office to or delivered at the registered or last known Residence of every Shareholder.

Newspapers for Advertisements.

40. The Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspaper published in the Borough of *Kingston-upon-Hull*.

Number and Qualification of Directors.

41. The prescribed Number of Directors of the Company shall be Five, and the Qualification of a Director shall be the Possession in his own Right of Two hundred Pounds of paid-up Capital of the Company.

First Directors.

42. The several 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 Ordinary Meeting to be held in the Month of *September* in the Year One thousand eight hundred and sixty-eight.

Remuneration of Directors and Auditors.

43. The Remuneration of the Directors and Auditors shall from Time to Time be fixed by a General Meeting of the Company, and shall be paid out of the Rents, Rates, or Sums receivable under this Act.

Quorum of Meetings of Directors. Committees of Directors.

44. A Quorum of a Meeting of the Directors shall be Three.

45. The Number of Directors of which Committees appointed by the Directors shall consist shall be not less than Three.

46. No

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46. No Person shall continue as a Director of the Company who shall cease to be the Holder of Twenty Shares in the Capital of the Company, and if any Director shall become bankrupt or insolvent, or shall have suspended Payment in the ordinary mercantile Acceptance of the Term, or compounded with his Creditors, or be declared a Lunatic, then and immediately thereupon the Office of such Director shall become vacant.

Disqualifi-
cation of
Directors.

47. The Directors shall meet together once at least in every Month, and at such other Times as they may from Time to Time appoint, at such Place within the Limits of this Act as may be appointed by them, and the Attendance of the Directors at each Meeting shall be noted by the Secretary, and reported by him to the General Meeting of the Company.

Meetings of
Directors.

48. The Company shall annually elect Two Auditors for the Purpose of auditing the Accounts of the Company; and in case the Office of such Auditors, or either of them, shall, before such Accounts have been audited by them, become vacant from Death or from any other Cause, the Company shall from Time to Time appoint an Auditor or Auditors to supply such Vacancy or Vacancies.

Appoint-
ment of
Auditors.

49. The Directors may from Time to Time appoint and employ a Treasurer, Secretary, or Clerk, Manager, Collector, and all such other Officers and Servants as they shall think necessary and proper, and may from Time to Time remove any of such Officers, and appoint others in the Room of such as shall be so removed, or as may die, resign, or discontinue their Offices, and may out of the Funds of the Company pay such Salaries and Allowances to the said Officers as the Directors shall think reasonable.

Directors to
appoint and
remove
Officers.

50. In all Proceedings against the Estate of any Bankrupt, or under any Petition for Adjudication of Bankruptcy, or under any Sequestration, or any Deed or Instrument for the Benefit of Creditors under the Provisions of "The Bankruptcy Act, 1861," 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.

Representa-
tion of the
Company in
case of
Bankruptcy.

51. Whereas the Land held by the old Company situate at the East End of *Sitwell Street*, and used for the Purposes of their Undertaking, does not exceed Two Acres: Be it enacted, That it shall be lawful for the Company at any Time by Agreement to purchase and hold any Quantity of Land within the Limits authorized by this

Power to
purchase
Lands.

[Local.]

H h

Act,

The Sutton, Southcoates, and Drypool Gas Act, 1867.

Act, not exceeding in the whole, together with the said Lands situate at the East End of *Sitwell Street* as may for the Time being be used by them for the Purposes of their Undertaking, the Quantity of Three Acres.

Company
empowered
to construct
Gasworks,
&c.

52. Subject to the Provisions in this Act and the said incorporated Acts contained, it shall be lawful for the Company from Time to Time to maintain their existing Gasworks, and to make, construct, lay down, maintain, alter, or discontinue such other Retorts, Gasometers, Receivers, Drains, Sewers, Machinery, and other Works and Apparatus, and also such Houses and Buildings and Approaches thereto, upon the Land situate at the East End of *Sitwell Street*, and hereby authorized to be held by the Company, and described in the Schedule to this Act, and upon any other Lands immediately adjoining thereto to be acquired by the Company under this Act, and to 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, and for other Purposes authorized by this Act, in such Manner as the Company may think fit: Provided always, that it shall not be lawful for the Company to erect on any Part of the Land by this Act authorized to be acquired any Works for the Manufacture or Storage of Gas, or to erect on the Lands now belonging to them at the East End of *Sitwell Street* any Works for the Manufacture or Storage of Gas, except in connexion with the existing Gasworks of the Company, and on the Lands now belonging to the Company, and forming Part of the Premises belonging to those Works.

Company
may take
Licences to
use Patents
for Improve-
ments in
Gas.

53. It shall be lawful for the Company to take and hold any Licence or Authority under Letters Patent to use any Invention relative to the Manufacture or Distribution of Gas, or the Utilisation of the residual Products arising in the Manufacture of Gas: Provided always, that the Company shall not be the exclusive Holders of Patent Rights, but shall hold Patent Rights only under Licence from or under the Patentees: Provided also, that the Company shall not be exempt by this Act to be proceeded against for any Nuisance.

Certain Pro-
visions of
10 & 11 Vict.
c. 15. to
extend to
Turnpike
Roads,
Bridges, &c.

54. The Clauses and Provisions of "The Gasworks Clauses Act, 1847," with respect to the breaking up of Streets and Bridges for the Purpose of laying Pipes, shall extend and apply to the opening and breaking up by the Company of any Streets, Turnpike Roads, or other Roads or Footways, or any public Bridges, or Bridges over Cuts or Drains within the Limits of this Act, and also to the laying down and placing of Pipes, Mains, and other Works in and under the said Streets, Roads, Footways, and Bridges respectively.

55. Except

The Sutton, Southcoates, and Drypool Gas Act, 1867.

55. Except with the Consent in Writing of the Dock Company at *Kingston-upon-Hull* under the Hand of their Secretary for the Time being, it shall not be lawful for the Company, under the Powers of this Act or of any Act incorporated with this Act, to enter upon, take, use, break up, or interfere with any Lands, Docks, Quays, Wharves, Works, or Roads belonging to the Dock Company, or any of the fixed or opening Bridges over any of the Cuts, Locks, Basins, or Docks of the Dock Company, and the Dock Company may annex any special Conditions to any such Consent.

Company not to interfere with Works of the Dock Company without Consent.

56. The Company may maintain and continue all Mains, Pipes, and other Works and Apparatus already laid down or constructed by them for the Purpose of conveying Gas within the Limits of this Act, and may repair and renew the same from Time to Time, and may lay down and maintain, and from Time to Time repair and renew, such other Mains, Pipes, and Apparatus as may be necessary for the Purposes aforesaid, and may convey and supply Gas by means of such Mains, Pipes, and Apparatus accordingly.

Company to maintain Pipes, &c.

57. All Works and Operations which may be undertaken by the Company, under the Powers of this Act, within the Limits of the Borough of *Kingston-upon-Hull*, shall be executed and performed by them in such Manner as not to interfere with the sanitary Condition of the Borough of *Kingston-upon-Hull*, or with the Powers of the Local Board of Health of *Kingston-upon-Hull* as defined in the 71st Section of "The Public Health Act, 1848," and all such Works and Operations shall for the Purposes aforesaid be subject to such Regulations as the said Board of Health may see fit to impose, consistently with the due Fulfilment by the Company of the Objects and Purposes of this Act.

Company to be subject for sanitary Purposes to certain Restrictions.

58. Upon the Application of the Owner or Occupier of any Building or Premises within the Limits of this Act the Company shall supply Gas as may be required to such Building or Premises, and that although there may be Rent in arrear for Gas supplied to a former Tenant of such Building or Premises, and if for the Space of Ten Days after such Application, and a Deposit of a reasonable Sum, to be determined as herein-after mentioned, if required, the Company shall neglect to supply Gas as required, they shall forfeit and pay a Sum not exceeding Five Pounds, and the like Sum for every Day during which such Neglect shall continue: Provided that the Company shall not be compelled to lay down Mains where none exist, or to lay down Service Pipes to a greater Distance than Fifteen Yards; and provided that the Company may, if they shall think fit, require Security to be given by such Owner and Occupier for the Payment of the Gas Rent to become due to the Company for the Period for which such Buildings

On Application of Owner any House to be supplied with Gas.

The Sutton, Southcoates, and Drypool Gas Act, 1867.

Buildings or Premises shall be required by such Owner or Occupier to be lighted.

Justice may determine Nature of Security.

59. When the Owner or Occupier requiring a Supply of Gas and the Company do not agree on the Security to be given, it shall be determined by a Justice, and any single Justice shall, on the Application of the Owner or Occupier and the Company, or either of them, determine the Nature and Amount of the Security to be given, and the Security may, as the Justice thinks fit, be the Deposit with the Company or with any Person approved by the Justice, or the Prepayment to the Company, of a Sum of Money, or any other Security which the Justice thinks sufficient and reasonable, and the Determination of the Justice shall be binding on all Parties.

Company to lay down Service Pipes to Houses.

60. The Company shall and they are hereby required to provide and lay down proper and sufficient Service Pipes and Apparatus from any Main Pipe of the Company for carrying and conveying the Gas into every House, Building, or Premises of any Person applying to be supplied with Gas by them within the Limits of this Act, at the Expense of the Company so far as relates to the providing, laying, and fixing of the Pipes, and at the Expense of the Consumer so far as relates to the opening up and reinstating of the Road and Pavement: Provided that the Company shall not be required to lay down such Service Pipes and Apparatus for a greater Distance than Fifteen Yards from any Main Pipe of the Company, or upon any private Property of any other Person, except at the Expense of such Person.

Company to light public Lamps at Request of Local Board, &c.

61. If the Local Board of Health of *Kingston-upon-Hull* or other Corporation or Persons having Authority for lighting the Streets within any Place within the Limits of this Act so require, the Company shall from Time to Time continue and carry their Mains into or through any Streets, Roads, or public Places within the Limits of this Act under the Control of the Local Board, Corporation, or Persons requiring the same, and shall provide and fix proper Lamp Posts and Lamp Irons, with Lamps and Burners thereto for Full Lights, at Distances of not more than Sixty Yards apart from each other on the average in any Street, Road, or public Place, or continuous Line of Street or Road, and at such other Places, in Passages, Courts, or Alleys, for Full Lights or Half Lights, as the said Board, Corporation, or Persons may direct, and shall, if required, supply Gas for the lighting of such Streets, Roads, Places, Courts, Alleys, or Passages from One Hour after Sunset to One Hour before Sunrise in every Day (or as near thereto as Circumstances will reasonably admit), and shall also, if required, repair, paint, and cleanse the said Lamp Posts, Lamp Irons, and Lamps, and light and extinguish the same Lamps; the Price to be charged for such Extension of Mains (when the same shall

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shall on any Occasion exceed Sixty Yards, in which Case only shall any Price be payable on account of such Extension), the Supply of Gas and other Services aforesaid, to be such as may from Time to Time be agreed on between the Company and the said Local Board of Health or other Corporation or Persons as aforesaid, or, in the event of Disagreement between them, as may be settled by Arbitration in manner provided by the 3rd Section of "The Kingston-upon-Hull Improvement Act, 1854:" Provided always, that it shall not be lawful for the Company to charge for the Supply of Gas to any public Light after a higher Rate *per* Thousand Cubic Feet than the lowest Price which they shall for the Time being charge to any private or other Consumer.

62. The said Local Board, or such other Corporation or Persons as aforesaid, may at any Time, at their own Expense, fix a Test Meter and Apparatus on any public Lamp, and use the same for the Purpose of ascertaining the Quantity of Gas *per* Hour consumed in such Lamp.

Meters for testing Supply to public Lamps.

63. 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 Four Shillings for every One thousand Cubic Feet of Gas for so much of the Area within the Limits of this Act as may be comprised within the present Municipal Borough of *Hull*, and Four Shillings and Sixpence for so much of the said Area as may lie without the said Municipal Borough.

Limiting Charge for Supply of Gas by Meter.

64. Every private Consumer of Gas of the Company shall, upon Request in Writing by the Company, consume Gas by Meter, to be provided by the Company, unless such Consumer shall desire to provide such Meter at his own Cost, such Meter, whether provided by the Company or by the Consumer, having been first duly stamped by an Inspector appointed under the Act 22 and 23 *Vic.* Cap. 66, intituled *An Act for regulating Measures used in Sales of Gas.*

Consumers of Gas may be required to consume Gas by Meter.

65. From and after the Thirteenth Day of *October* One thousand eight hundred and seventy the Company shall not supply Gas through any Meter which shall not have been properly stamped under the Provisions of an Act passed in the 22nd and 23rd Years of the Reign of Her present Majesty, intituled *An Act for regulating Measures used in Sales of Gas*, unless by Agreement between the Company and the Consumers of such Gas.

After the 13th Oct. 1870 all Meters to be stamped.

66. In case any Consumer of Gas leave the Premises where Gas was supplied to him without paying to the Company the Gas Rent or Meter Rent due from him, the Company shall not be entitled to

[*Local.*]

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Incoming Tenant not to be liable for Gas Rent. require

The Sutton, Southcoates, and Drypool Gas Act, 1867

require from the next Tenant of the Premises Payment of the Arrears left unpaid by the former Tenant, unless the incoming Tenant had agreed with the defaulting Consumer to pay the Arrears.

Power to
remove
Meters and
Fittings.

67. It shall be lawful for the Company, after Twenty-four Hours Notice in Writing under the Hand of the Secretary of the Company 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 shall from any Cause be discontinued, to enter such Land, House, or Building between the Hours of Nine in the Morning and Six in the Afternoon for the Purpose of removing and to remove such Pipes, Meters, or Fittings, repairing all Damages 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, or if such Person or his Address be not known to the Company after due Inquiry, then such Notice may be given by affixing the same for the Space of Three Days on some conspicuous Part of such Land, House, or Building.

Fraudu-
lently injur-
ing Meters,
&c.

68. If any Person shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Pipes, Mains, Meters, or Fittings, or other Things connected therewith, belonging to the Company, or shall knowingly or wilfully destroy or efface any Stamp or Mark which is now or may be hereafter used for the stamping or marking of any Meter under any Act of Parliament, or shall alter the Index to, or remove any such 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 supplied, or prevent the Company from ascertaining the Quantity of Gas registered, or by any Means fraudulently obstruct, consume, or use the Gas of the Company, every Person so offending shall for every such Offence forfeit to the Company any Sum not exceeding Five Pounds, and the Company may, in addition thereto, recover the Amount of any Damage sustained by them which shall not be satisfied by the Amount of the Penalty recovered, and may also, until the Payment of such Penalty and the Recovery of such Damage, discontinue 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 any Right of the Company to institute

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institute any Criminal Proceedings in reference to such Offence in any Case where they shall not proceed summarily under this Act.

69. The Charges which the Company may make for the Use of Meters supplied by them shall not exceed the following Rents; that is to say, Limiting Charges for Meters.

For a Two-light Meter, at and after the Rate of Three Shillings *per Annum*;

For a Three-light Meter, at and after the Rate of Four Shillings *per Annum*;

For a Five-light Meter, at and after the Rate of Six Shillings *per Annum*;

For a Ten-light Meter, at and after the Rate of Ten Shillings *per Annum*;

For a Twenty-light Meter, at and after the Rate of Sixteen Shillings *per Annum*;

For a Thirty-light Meter, at and after the Rate of Eighteen Shillings *per Annum*;

For a Forty-five-light Meter, at and after the Rate of One Pound Two Shillings *per Annum*;

For a Sixty-light Meter, at and after the Rate of One Pound Eight Shillings *per Annum*;

For an Eighty-light Meter, at and after the Rate of One Pound Twelve Shillings *per Annum*;

For a One hundred-light Meter, at and after the Rate of Two Pounds *per Annum*;

For any Meter exceeding a One hundred-light Meter and not exceeding a One hundred and fifty-light Meter, Two Pounds Sixteen Shillings *per Annum*; and,

For any Meter exceeding a One hundred and fifty-light Meter, at a proportionate Rate.

70. 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 in the Pound burning One hundred and twenty Grains an Hour. Illuminating Power of Gas.

71. The Company shall, within Six Months after the passing of this Act, erect and maintain in some convenient Part of their Works an experimental 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 *per Hour*, and so placed as to test all the Gas supplied by the Company, and with proper and sufficient Apparatus for testing the illuminating Power and Purity of the Experimental Meter to be erected for testing Quality of Gas.

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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.

Power to
Local Board
of Health to
test the
Purity of
the Gas.

72. The Local Board of Health of *Kingston-upon-Hull*, by Order in Writing, or any Five Persons being Consumers of Gas supplied by the Company without the Borough of *Kingston-upon-Hull*, by Writing under their Hands, may appoint some competent Person, not being a Member or Officer or Servant of such Board, or a Shareholder in or Officer of any Company supplying Gas within the Limits of this Act, to proceed to the Works of the Company, 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 Superintendent or other Officer of the Company make Experiment of the illuminating Power of the Gas by means of the experimental Meter and other Apparatus before mentioned, and the Company and their Officers shall afford all reasonable Facilities and Assistance to the making of such Experiments.

Penalty for
supplying
Gas of in-
ferior illu-
minating
Power.

73. If and whenever it shall be proved to the Satisfaction of any Two Justices, not being Members of such Local Board, or Directors or Shareholders of the Company, or of any other Company supplying Gas within the Limits of this Act, 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, then and in every such Case the Company shall forfeit such Sum not exceeding Ten Pounds as the said Justices shall determine.

Costs of
Experiment
to be paid
according to
Event.

74. The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Costs of the Proceedings before the Justices, shall be ascertained by such 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 Penalty being imposed, such Costs shall be awarded to be paid by the said Local Board, or, as the Case may be, by the Persons signing the Appointment of the Person to test the Gas, and in either Event the Costs so ascertained shall be paid and levied accordingly.

Inspector of
Meters ap-
pointed by
Local Board
may inspect
Meters.

75. Any Inspector of Meters appointed by the Local Board of Health of *Kingston-upon-Hull*, and not being an Officer of or Shareholder in any Company supplying Gas within the Limits of this Act, shall and may at all Times, on the Application and (if the Local Board

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Board shall so determine) at the Expense of any Consumer of Gas supplied by the Company within the District of the said Local Board, inspect and test the Meters erected by the Company in the Premises of the Person making such Application, after giving Twenty-four Hours Notice in Writing of such Inspection, by leaving the same at the Office of the Company within the Limits of this Act.

76. Before any such Inspection as last aforesaid the Person requiring such Examination shall deposit in the Hands of the Inspector of Meters all Monies due or appearing to be due by such Person to the Company on an Account delivered, and in case such Deposit shall appear to be in excess of the Sum found to be due to the Company such Excess shall be returned to the Person making such Deposit.

Amount of Arrears due to be deposited before Inspection.

77. All Sums of Money due to the Company for the Supply of Gas within the Limits of this Act, or for the Hire or fixing of Meters, Service Pipes, or other Fittings, the Amount of which shall not be *bonâ fide* disputed, may, the Party in default being first duly summoned, be levied by Distress, and any Justice may, on Application, issue his Warrant accordingly, and any such Warrant may contain several Names and several Sums, and the Costs of the Proceedings (to be determined by such Justice) may be included in the same Warrant.

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

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

Rent for Gas Fittings under 20l.

79. 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 the Acts incorporated herewith shall be deemed several Acts.

Penalties not to be cumulative.

80. No Justice of the Peace or Judge of a County Court shall be disqualified for acting in the Execution of this Act by reason of his being liable to any Gas Rent, Meter Rent, or other Charge under this Act.

Liability to Gas Rents, &c. not to disqualify Judge.

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

Expenses of Act.

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The SCHEDULE referred to in this Act.

DESCRIPTION and LIMITS of LAND now used for the Gasworks, and List of Works now held by the old Company, and constituting their existing Gas Undertaking.

The Land constituting the Site of the present Gasworks, and used for Gas manufacturing Purposes, is situate at the East End of Sitwell Street in the Parish of Sutton in the Borough of Kingston-upon-Hull, and is bounded on the North by Hereditaments formerly belonging to George Shaw, Esquire, but now or lately to Mrs. Shaw; on the East by the Drain called the Sutton Drain; on the South in part by Lands belonging to Saint Mark's School, or to the Devises of George Liddell, Esquire; and on the West by Hereditaments of Thomas Hewitt in part, Sitwell Street in other part, and Hereditaments of John Jackson in remaining part, and includes Rights of Way, and of laying and repairing Mains and Pipes from the Gasworks on the said Piece of Ground along and under Sitwell Street into Cleveland Street, and from the South-east Corner of the said Piece of Ground along the East Side of the Lands now belonging to the Representatives of George Liddell, Esquire, deceased; and passing next Sutton Drain into Saint Mark's Street at the West End of Saint Mark's Street Bridge, as secured to the Company by a certain Deed of Conveyance dated the Sixteenth Day of May One thousand eight hundred and forty-eight.

The existing Gasworks consist of the Foreman's House, Counting-house, Retort Houses, Purifying House, Gasholders, Coal Stores, Sheds, Buildings, and other usual Gas Plant, and other Works in the course of Construction.

Various Mains, Pipes, and other Apparatus in and under the Streets, Roads, and Places within the several before-mentioned Parishes, Townships, and Places now supplied with Gas by the Company.

The Land now belonging to the Company, and not used or intended to be used for any Purpose connected with the Manufacture of Gas, consists of a Piece of Land at Wilmington in the said Parish of

Sutton

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Sutton and Borough of Kingston-upon-Hull adjoining the River Hull on the West, on a Road leading to Stoneferry, and called Wilmington Lane, on the East, on Lands late of Henry Broadley, Esquire, but now of his Devisees, on the North, and on other Lands and Hereditaments late of Joseph Armstrong (from whom the said Piece of Land was purchased), but now of William Irving, on the South, which Piece of Land was formerly in the Occupation of Thomas Newmarch, but is now untenanted, and is intended to be sold by the Company as soon as a Purchaser can be obtained for the same.

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