



ANNO TRICESIMO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## *Cap. xlii.*

An Act to incorporate “the *Eton* Gas Company (Limited)” by the Name of “the *Eton* Gas Company;” to enable the Company to raise additional Capital; to light the Parish of *Eton* with Gas; and for other Purposes.

[31st *May* 1867.]

**W**HEREAS in the Year One thousand eight hundred and fifty-three certain Persons formed themselves into a Company, under the Name of “the *Eton* Gas Company,” for the Purposes of making and vending in the Town and Neighbourhood of *Eton* Gas and such Productions and Materials as may arise from or be obtained in the Manufacture of Gas, and the Affairs of the said Company are now regulated by a Deed of Settlement dated the 21st Day of *September* 1853, and made between the several Persons whose Names are subscribed and Seals affixed in the Schedule thereunder written (except the Persons Parties thereto of the Second and Third Parts) of the First Part, *Henry Crook*, *Henry Ingalton*, *Henry Harrison*, *James Brown*, *Caleb Holden*, and *William Hall*, the Directors of the Company, of the Second Part, and *Edward Pote Williams* and *William Goddard*, Trustees for the Purposes therein-

[*Local.*]

6 I

after

*The Eton Gas Act, 1867.*

after mentioned, of the Third Part, and 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 4th Day of *October* 1853 the said Company was completely registered under the Joint Stock Companies Act, 7 & 8 *Vict.* Cap. 110., and thereupon became incorporated: And whereas on the 3rd Day of *November* 1856 the said Company was duly registered as incorporated as a Limited Company under "The Joint Stock Companies Act, 1856," and the same is now known as "the *Eton Gas Company (Limited)*:" And whereas the Capital of the said Company, which was originally Two thousand five hundred Pounds, has been increased and now consists of the Sum of Five thousand two hundred and fifty Pounds, divided into Three hundred and fifty Shares of Fifteen Pounds each, all paid up in full: And whereas the said Company having agreed with the Provost and College of *King's College, Eton*, for a Lease for a Term of Years of a Piece of Land in the Parish of *Eton* (Part of a larger Piece of Land belonging to the said College called *Timberhalls*), the said Company erected thereon Works for the Manufacture and storing of Gas, which Land and Works are described in the Schedule to this Act, and were subsequently leased to the said Company by an Indenture of Lease dated the 23rd Day of *March* 1857: And whereas the said Company have also laid down Mains and Pipes in and under the Streets and Roads in the Parish of *Eton*, and now supply the said Parish and the Inhabitants thereof with Gas: And whereas the Population and Houses in the Parish of *Eton* have increased and are still increasing, and a further Supply of Gas is necessary: And whereas it is expedient that the Company as incorporated by this Act should be empowered to acquire and hold a further Lease or Term of Years in the said Piece of Land and Gasworks described in the Schedule to this Act, and that the said Provost and College of *King's College, Eton*, should be enabled to grant such Lease either subject to or upon the Surrender of the said existing Lease: And whereas the Supply of Gas within the said Parish of *Eton* 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 Company are desirous of being incorporated and regulated by Special Act of Parliament, and of being empowered to raise additional Capital, and of having the several other 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; (that is to say,)

I. This

*The Eton Gas Act, 1867.*

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

2. "The Companies Clauses Consolidation Act, 1845," Parts I., 8 & 9 Vict.  
II., and III. of "The Companies Clauses Act, 1863," and "The c. 16.,  
Gasworks Clauses Act, 1847," shall (except where expressly varied 10 & 11 Vict.  
by this Act) be incorporated with and form Part of this Act. c. 15., and  
26 & 27 Vict.  
c. 118. in-  
corporated.

3. The several Words and Expressions to which by the Acts or Interpretation  
Parts of Acts incorporated herewith Meanings are assigned shall, of  
when used in this Act, have those Meanings, unless there be some- Terms.  
thing in the Subject or Context inconsistent therewith; and in the Acts  
or Parts of Acts incorporated herewith and in this Act the Expres-  
sion "the Company" shall mean the Company incorporated by this  
Act; the Expression "the old Company" shall mean the *Eton* Gas  
Company (Limited) as constituted prior to the passing of this Act;  
the Expression "the Works" or "the Gasworks" shall mean the  
Gasworks and Works, Mains, and Pipes by this Act vested in or  
authorized to be made, laid down, and maintained by the Company,  
and any Gasworks, Mains, and Pipes they may construct or lay down  
under the Powers of this Act; the Expression "the Undertakers"  
shall mean the Company; and the Expressions "Superior Court" or  
"Court of competent Jurisdiction," or any other like Expression  
in this Act or any Acts or Parts of 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 common Simple Contract Debt,  
and not a Debt or Demand created by Statute.

4. "The Gasworks Clauses Act, 1847," shall be held applicable 10 & 11 Vict.  
as well to the Mains, Pipes, and Works of the old Company already c. 15. to  
laid down and constructed and vested in the Company by this Act apply to  
as to the Mains, Pipes, and Works to be hereafter laid down and existing  
constructed by the Company, or which may be purchased by them Works.  
under this Act.

5. The Limits of this Act for the Purposes of the Company and for Limits of  
the Supply of Gas shall be and include the whole of the Parish of Act.  
*Eton* in the County of *Buckingham*, and the Inhabitants thereof, and  
all public and other Streets, Roads, Highways, Bridges, and public  
and other Buildings within the same.

6. From and after the passing of this Act, the present Members of Incorporation of  
or Shareholders in the old Company, and all other Persons and Cor- Company.  
porations who have already subscribed or who shall hereafter subscribe  
to the Undertaking, and their Executors, Administrators, Successors,  
and Assigns respectively, shall be united into a Company for the  
Purposes

*The Eton Gas Act, 1867.*

Purposes herein-after mentioned, and shall be incorporated by the Name of "the *Eton Gas Company*," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall and may sue and be sued at Law and in Equity, and shall have Power from Time to Time to take and hold and sell Lands for the Purposes of the said Company, and shall be governed and regulated by and in accordance with the Provisions of this Act and the Acts incorporated herewith.

General  
Purposes of  
the Com-  
pany.

7. Subject to the Provisions of this Act, the Company may make and supply Gas within the Limits of this Act, and may sell and dispose of Coke, Coal, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Oil, and all other Products, Refuses, or Residuum arising, remaining, produced by, or obtained from the Manufacture of Gas by them, and also may manufacture, let, and sell or deal in Gas Fittings, Tubes, Meters, Pipes, and all other Articles and Things in any way connected with Gasworks or with the Supply of Gas, and may carry on the general Business of a Gas Company in such Manner as the Company may think proper.

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

8. All the Lands, Gasworks, and other Works, Erections, Buildings, Rights, and Easements which immediately before the passing of this Act were vested in the old Company, or in any Person or Persons in trust for them or on their Behalf, or to which the old Company were in anywise entitled at Law or in Equity, and all Mains and Pipes, Plant, Plugs, Lamps, Irons, Retorts, Gauges, Meters, Lamp Posts, Apparatus, Stock, Effects, Matters, and Things which have been by them purchased or provided, laid down, erected, or placed in any Place or House within the Limits of this Act, or which immediately before the passing of this Act were the Property of or belonging to the same Company, and all Monies, Securities, Credits, Effects, and other Property whatsoever belonging to the old Company, or to any Trustees on their Behalf for the Purposes of such Company, shall be and the same are hereby vested in the Company to the same Extent and for the same Estates and Interests as the same were previously to the passing of this Act vested in the old Company, or in any Trustees on their Behalf, and may be held and engaged, sued for, and recovered by the Company accordingly.

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

9. Subject to the Provisions of this Act, the existing Deed of Settlement of the Company, 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 and 8 *Victoria*, Chapter 110., "The Joint Stock Companies

*The Eton Gas Act, 1867.*

Companies Act, 1856," and "The Companies Act, 1862," and the several Persons who shall have executed such Deed of Settlement, or any Deed subsidiary thereto, and their Heirs, Executors, and Administrators, shall be 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 accordingly by the Company under and according to the Provisions of the said Deed.

**10.** Provided always, 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.

Company may waive antecedent Breaches or not at their Discretion.

**11.** All Deeds, Contracts, Debentures, Bonds, and Agreements entered into or made before the passing of this Act by, to, or with the old Company, or any Trustees or Persons acting on behalf of such Company, or by or with any other Person to whose Rights and Liabilities they have succeeded as Assigns, and now in force, shall be as binding and of as full Force and Effect in every respect against or in favour of the Company, and may be enforced as fully and effectually, as if, instead of the old Company, or the Trustees or Persons acting on behalf of the old Company, the Company had been a Party thereto.

Contracts prior to the passing of this Act to be binding.

**12.** 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 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.

**13.** Every Trustee or other Person in whom or in whose Names any Lands, Works, Buildings, Easements, Rights, Property, or Effects  
[Local.] 6 K belonging

Trustees of original Company to be indemnified.

*The Eton Gas Act, 1867.*

belonging to the old Company were vested immediately before the passing of this Act, and who (having been duly authorized so to do) 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.

As to Payment of Debts owing before passing of this Act.

**14.** 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, 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.

Gas Rates, &c. to be recovered.

**15.** All Gas Rates, Rents, Charges, and Sums of Money which immediately before the passing of this Act were due and payable or accruing due and payable to the old Company, or if this Act had not passed would have accrued 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 in like Manner as Gas Rates and Rents and other Charges and Sums payable under this Act may be collected and recovered.

Certificates, &c. to remain in force.

**16.** Notwithstanding the Avoidance of the said Deed, all Certificates (until cancelled under the Powers of this Act), Sales, Transfers, and Dispositions heretofore made or executed under that Deed of or with respect to any Shares in the old Company shall remain in full Force, and continue and be available in all respects as if such Deed had not been avoided.

Officers to continue until removed.

**17.** All Officers and Servants of the old Company who were in Office immediately before the passing of this Act shall hold and enjoy their respective Offices and Employments, together with the Salaries and Emoluments thereunto annexed, until they shall resign the same or be removed therefrom by the Company or the Directors, and shall have the like Powers and Authorities for the Purposes of this Act and for carrying the same into execution, and shall be subject and liable to the like Conditions, Obligations, Pains, and Penalties, and to the like Powers of Removal, and to the like Rules, Restrictions, and Regulations, in all respects whatsoever as if they had been appointed under this Act.

**18.** The

*The Eton Gas Act, 1867.*

18. 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, 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."

Present Register of Shareholders to continue to be kept.

19. 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 Five thousand two hundred and fifty Pounds, divided into Three hundred and fifty Shares of Fifteen Pounds each, being all original Capital, and all paid up in full, and those 350 Shares in the original Capital shall all be called "A" Shares.

Capital of the Company.

20. After the passing of this Act, every Person and Corporation who immediately before the passing of this Act was possessed of or entitled to One or more paid-up Share or Shares of Fifteen Pounds each in the Capital of the old Company shall for each such Share of Fifteen Pounds be possessed of and entitled to One "A" Share of Fifteen Pounds in the said Capital of Five thousand two hundred and fifty Pounds, without making any Payment for the same; and the "A" Shares to which the said several Persons and Corporations are so entitled under this Act shall be and the same are hereby vested in such Persons and Corporations accordingly.

Existing Shareholders to be entitled to corresponding Capital under this Act.

21. All Persons and Corporations in whom any of the said "A" Shares shall be vested shall be possessed thereof upon the same Trusts, and subject to the same Powers, Provisions, Declarations, Agreements, Charges, Liens, and Incumbrances, as immediately before the passing of this Act affected their existing Shares in the Capital of the old Company in respect of which such "A" Shares shall be so vested in them respectively, and so as to give Effect to and not revoke any Testamentary Disposition of or affecting such Share or Shares.

"A" Shares to be subject to same Trusts as existing Shares.

22. The Company shall call in and cancel the existing Certificates of Shares in the old Company, and issue in lieu thereof new Certificates of the "A" 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 may call in and cancel existing Share Certificates and issue new Certificates in lieu thereof.

23. In

*The Eton Gas Act, 1867.*

Power to raise additional Capital by new Shares.

23. In addition to the said existing Capital of Five thousand two hundred and fifty Pounds, it shall be lawful for the Company from Time to Time to raise by the Creation of new Ordinary or Preference Shares or Stock, or (at the Option of the Company) by all or any of these Modes, such further Sum or Sums of Money as they may think proper, not exceeding in the whole Four thousand seven hundred and fifty Pounds, and any new Shares or Stock so created to which a Preference Dividend shall be attached shall be called "Preference B Shares," or "Preference B Stock;" and any new Shares or Stock to which a Preference Dividend shall not be attached shall be new Ordinary Shares or Stock, and be called "Ordinary B Shares" or "Ordinary B Stock," and such "B Shares" or "B Stock," as well ordinary as preference, shall be considered as Part of the general Capital of the Company.

"B" Shares not to issue until One Fifth paid up.

24. The Company shall not issue any "B" Share, nor shall any such Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid up in respect thereof.

Limit of Dividends on new Capital.

25. The Company shall not in any Year make out of their Profits any larger Dividend on the additional Share Capital for the Time being actually created and raised under the Powers of this Act than Seven Pounds in respect of every One hundred Pounds actually paid of such Capital on Ordinary Shares or Stock, or Six Pounds in respect of every One hundred Pounds actually paid of such Capital on Preference Shares.

Sale and Distribution of new Shares.

26. The General Meeting at which any "B" 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 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.

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

27. The Intention to sell any "B" Share or Stock by Auction shall be duly 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



*The Eton Gas Act, 1867.*

be considered as Part of the Capital of the Company entitled to Dividend.

28. If any Money be payable to any Shareholder being a Minor, 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.

Receipts of Guardians, &c. to be sufficient Discharge.

29. And whereas the Company have not borrowed any Sum of Money on the Credit of their said Undertaking: Therefore the Company may at any Time and from Time to Time after the passing of this Act, in respect of their existing Capital, borrow on Mortgage any Sum or Sums not exceeding in the whole the Sum of Twelve hundred Pounds, and when Two thousand Pounds of the new Capital by this Act authorized to be raised shall have been subscribed for, issued, and accepted, and One Half thereof shall have been paid up, the Company may borrow on Mortgage any further Sum or Sums not exceeding in the whole Five hundred Pounds, and when the further Sum of Two thousand seven hundred and fifty Pounds, the Residue of the new Capital by this Act authorized to be raised, shall have been subscribed for, issued, and accepted, and One Half thereof shall have been paid up, the Company may borrow on Mortgage any further Sum or Sums not exceeding in the whole Seven hundred Pounds; but no Part of either of the said Sums of Five hundred Pounds and Seven hundred Pounds shall be borrowed until the whole of the Sum of new Capital in respect of which the Borrowing Powers are sought to be exercised is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company has proved to the Justice who is to certify under the 40th Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of such Sum of new Capital in respect of which the Borrowing Power is to be exercised has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share therein 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 a Certificate that the Proof afore-said has been given, which Certificate shall be sufficient Evidence thereof.

Power to borrow on Mortgage.

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 being due thereon, shall have Priority against the

Monies borrowed on Mortgage to have Priority.

[Local.]

6 L

Company,

*The Eton Gas Act, 1867.*

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: Provided always, that such Priority shall not prejudice or affect any Claim, Right, or Remedy against the Company or their Property in respect of any Rentcharge granted or to be granted by them in pursuance of the Provisions of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860;" nor shall anything herein-before contained prejudice or affect the Lien of any Vendor for the unpaid Purchase Money of any Land taken by the Company for the Purposes of the Undertaking.

Arrears may be enforced by Appointment of a Receiver:

**31.** 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 One thousand Pounds in the whole.

Application of Sums raised.

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

First and other Meetings.

**33.** The First Ordinary Meeting of the Company shall be held within Four Months next after the passing of this Act, and the subsequent Ordinary or Annual Meetings of the Company shall be held in the Month of *October* in every Year, and the Ordinary Meeting held in the Month of *October* in the Year One thousand eight hundred and sixty-eight, and in every subsequent Year, shall be the Annual Meeting for the Declaration of Dividends, and 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 at the Office of the Company, or at such convenient Place in or near *Eton* as the Directors shall from Time to Time appoint.

Quorum of General Meetings of Company.

**34.** The Quorum of General Meetings (whether ordinary or extraordinary) of the Company shall be Ten or more Shareholders present in person, holding in the aggregate not less than Five hundred Pounds in the Capital of the Company.

Number of Shareholders who may require an Extraordinary Meeting.

**35.** 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 Twenty Shares in the Capital of the Company.

Notice of Meetings.

**36.** At least Ten Days and not more than Twenty-one Days Notice of all Meetings of the Company, whether ordinary or extraordinary,

*The Eton Gas Act, 1867.*

extraordinary, shall be given by a Circular addressed through the General Post Office to or delivered at the registered or last known Residence of every Shareholder.

- 37.** The Number of Directors shall be Seven, but it shall be lawful for the Company from Time to Time to reduce the Number, provided that the reduced Number be not less than Five. Number of Directors.
- 38.** The Qualification of a Director shall be the Possession in his own Right of not less than Ten Shares. Qualification of Directors.
- 39.** The Quorum of a Meeting of Directors shall be Three. Quorum of Directors.
- 40.** The Number of Directors of which Committees appointed by the Directors shall consist shall be not less than Three. Committees of Directors.
- 41.** The Persons who at the Time of the passing of this Act are 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 *October* in the Year One thousand eight hundred and sixty-eight. First Directors.
- 42.** If any Director of the Company shall become bankrupt or be declared a Lunatic, then and immediately thereupon the Office of such Director shall become vacant, but not so as to invalidate the Proceedings or Acts of any Meeting of Directors at which he shall have been present and acted before such Bankruptcy or Lunacy shall have been entered on the Minutes of the Proceedings of the Directors. Disqualification of Directors.
- 43.** 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 the Office of the Company, or 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.
- 44.** The Period to which the Books of Account of the Company shall be brought to a Balance shall be the 31st *December* in each Year, and the Period at which the Shareholders and Loan Creditors of the Company shall be entitled to Inspection of such Books shall be Seven Days before and Fourteen Days after the Ordinary Meeting to be held in the Month of *October* in each Year. Period for Balance of Books.
- 45.** The Directors, without the Direction or Sanction of a General Meeting, from Time to Time may declare and pay in the Interval between any Two Ordinary Annual Meetings a Half Year's Dividend out of the Profits of the Company to the Shareholders, but the Directors may declare Dividend half-yearly.
- Directors

*The Eton Gas Act, 1867.*

Directors shall not make any Dividend whereby the Capital of the Company will be diminished.

Appoint-  
ment of  
Auditors.

46. 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.

Directors to  
appoint and  
remove  
Officers.

47. 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.

Representa-  
tion of the  
Company in  
case of  
Bankruptcy.

48. 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 Directors of the Company 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.

Provost and  
College may  
grant a fur-  
ther Lease in  
pursuance of  
their Agree-  
ment.

49. It shall be lawful for the Provost and College of *King's College, Eton*, in pursuance of their Agreement with the Company, to demise and lease to the Company the Lands and Works described in the Schedule to this Act for such further Term of Years as will, with the Term granted by the said Indenture of Lease, dated the Twenty-third Day of *March* One thousand eight hundred and fifty-seven, make up the full Term of Forty Years from the Commencement of that Term, at such yearly Rent and upon such Terms and Conditions as shall be agreed upon between the said Provost and College and the Company, and such new Lease may be granted either subject to the said existing Lease or upon the Surrender thereof by the Company, as may be mutually agreed upon.

Company  
empowered  
to maintain  
Gasworks,  
&c.

50. 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

*The Eton Gas Act, 1867.*

and also such Houses and Buildings, and Approaches thereto, upon the Land comprised in the Schedule to this Act, as the Company shall from Time to Time think fit, and to do all such other Acts in reference to their Gasworks and Undertaking for the Time being 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: Provided always, that it shall not be lawful for the Company to erect on any Land to be acquired by them under the Powers of this Act (except on the said Lands described in the Schedule to this Act) any Works for the Manufacture or storing of Gas.

51. 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: 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.

Company may take Licences to use Patents for Improvements in Gas.

52. 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 Turnpike Roads, or other Roads or Footways, or any public Bridges, within the Limits of this Act, and also to the laying down and placing, altering, repairing, and renewing of Pipes, Mains, and other Works in and under the said Roads, Footways, and Bridges respectively.

Certain Provisions of 10 & 11 Vict. c. 15. to extend to Turnpike Roads, Bridges, &c.

53. 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.

54. 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

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

[Local.]

6 M

Sum

*The Eton Gas Act, 1867.*

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 Twenty-five Feet from the Company's Mains; 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 Building or Premises shall be required by such Owner or Occupier to be lighted.

Justice may determine Nature of Security.

55. Where 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.

56. 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; provided that the Company shall not be required to lay down such Service Pipes and Apparatus for a greater Distance than Twenty-five Feet from any Main Pipe of the Company, or upon any private Property of any other Person, except at the Expense of such Person; provided also, that the Expense of adapting to the Consumption of the Gas of the Company the Gas Fixtures and Fittings used by Persons in *Eton* now consuming common Gas shall be borne and paid by the Company.

Limiting Charge for Supply of Gas by Meter.

57. 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 Seven Shillings for every One thousand Cubic Feet of Gas, and the maximum Price at which Gas shall be supplied to the public Lamps shall not exceed the Sum of Four Pounds *per* Lamp for the Period in each Year during which the same are now lighted by the Company.

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

58. 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

*The Eton Gas Act, 1867.*

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.*

**59.** 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 Twenty-second and Twenty-third 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 October 1870 all Meters to be stamped. 22 & 23 Vict. c. 66.

**60.** Every Consumer of Gas of the Company shall at all Times, at his own Expense, keep every Meter belonging to him whereby any Gas of the Company is registered in proper Order, and proper and sufficient in all respects for correctly registering the Gas; in default whereof the Company may cease to supply Gas through the Meter; and the Company shall at all reasonable Times have Access to and be at liberty to take off, remove, test, inspect, and replace any Meter belonging to a Consumer, the taking off, removal, testing, inspecting, and replacing to be done at the Expense of the Company if the Meter be found in proper Order and proper and sufficient in all respects, but otherwise at the Expense of the Consumer.

Repair of Meters.

**61.** 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.

Power to remove Meters and Fittings.

**62.** 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

Fraudulently injuring Meters, &c.

or

*The Eton Gas Act, 1867.*

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 abstract, 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 *primâ facie* Evidence that the same has been knowingly, wilfully, and fraudulently caused by the Consumer using such Meter: Provided always, that this Enactment shall not prejudice any Right of the Company to institute any Criminal Proceedings in reference to such Offence in any Case where they shall not proceed summarily under this Act.

Limiting  
Charges for  
Meters.

**63.** 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,)

For a Meter for Five Lights or under, at and after the Rate of Four Shillings *per Annum* :

For a Meter for Six Lights and upwards, not exceeding Twenty, at and after the Rate of Ten Shillings *per Annum* :

For a Meter for Twenty-one Lights and upwards, not exceeding Thirty, at and after the Rate of Fifteen Shillings *per Annum* :

For a Meter for Thirty-one Lights and upwards, not exceeding Forty-five, at and after the Rate of One Pound Two Shillings *per Annum* :

For a Meter for Forty-six Lights and upwards, not exceeding Sixty, at and after the Rate of One Pound Eight Shillings *per Annum* :

For any Meter exceeding Sixty Lights, at a proportionate Rate.

Register of  
Gas Meter  
to be *primâ*  
*facie* Evi-  
dence.

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

**65.** Before



*The Eton Gas Act, 1867.*

**65.** Before any Consumer of Gas supplied by the Company shall connect or disconnect any Meter through which any of the Company's Gas has been or is intended to be registered, he shall give to the Company Twenty-four Hours previous Notice in Writing of his Intention so to do, and in default thereof he shall be liable to a Penalty of Ten Pounds.

Notice to be given to Company of connecting Meter.

**66.** Where the Company seek to obtain Payment of any Rent for Gas consumed by Meter they shall give to the Consumer Notice in Writing of the Quantity appearing by the Register of the Meter to have been consumed, and if the Consumer do not within Seven Days thereafter give to the Company Notice in Writing of an Objection to the Statement, then the Statement shall be conclusive as to the Amount of Gas consumed.

Company to give to Consumer Statement of Gas.

**67.** When 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 agreed with the former Tenant to pay or exonerate him from the Payments of Arrears.

Incoming Tenant not liable to pay Arrears of Gas or Meter Rent.

**68.** The Gas supplied by the Company shall be of such Quality as to produce from a Batswing or Fishtail Burner, and consuming Five Cubic Feet of Gas an Hour, a Light equal in Intensity to the Light produced by Eighteen Sperm Candles of Six in the Pound, 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 this Test Paper is exposed for One Minute to a Current of Gas issuing under a Pressure of Five Tenths of an Inch of Water.

Illuminating Power and Purity of Gas.

**69.** 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 a Batswing or Fishtail Burner, or other approved Burner 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 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.

Experimental Meter to be erected for testing Quality of Gas.

**70.** The Local Board of *Eton*, by Order in Writing, or any Five Persons being Consumers of Gas supplied by the Company without  
 [Local.] 6 N the  
 Power to Local Board of Eton, or

*The Eton Gas Act, 1867.*

other Persons, to test the illuminating Power of the Gas.

the District of the Local Board but within the Parish of *Eton*, by Writing under their Hands, may appoint some competent Person, not being a Member or Officer or Servant of such Board, to proceed to the Works of the Company, and the Person so appointed, and such Assistants as he may require, may at any reasonable Hour in the Daytime, on producing the said Order, enter on the Premises of the Company, and in the Presence of the Manager 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; but no Experiment shall be made in the Absence of the Manager of the Works until the Expiration of Two Hours from the Time when the Person so appointed shall have entered on the Premises of the Company.

Penalty for supplying Gas of inferior illuminating Power or Purity.

71. 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, 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.

72. The Costs of and attending such Experiments, 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 the Gas being found when tested to be of not less illuminating Power than is by this Act prescribed, 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.

Power to Company and other Bodies to enter into Agreements as to public Lights.

73. It shall be lawful for the Company and any Local Board or other public Body within the said Parish of *Eton* to make and carry into effect Contracts for the Supply of Gas to public and other Lights and Buildings, and with reference to other Matters incidental thereto, within the District of such Local Board or other public Body.

Power to Company to purchase

74. It shall be lawful for the Company and any other Company or Persons now lighting with Gas any Part of the said Parish of *Eton*

to

*The Eton Gas Act, 1867.*

to enter into and carry out any Agreement for the Sale or Purchase of any Gas Mains or Pipes of either Company or of such Persons within any Part of the said Parish.

existing  
Mains of  
other Com-  
panies  
within the  
District.  
Gas Rents,  
&c., undis-  
puted, may  
be levied by  
Distress.

**75.** 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, the Party in default being first duly summoned, may 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.

**76.** In addition to the Power given by "The Gasworks Clauses Act, 1847," in this Behalf, the Company may recover the Rent for 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.

**77.** 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 cumu-  
lative.

**78.** 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.

**79.** 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.

*The Eton Gas Act, 1867.*


---

 The SCHEDULE referred to in this Act.
 

---

DESCRIPTION and LIMITS of LAND now leased to the Company and used for their existing Gasworks, and the Approach thereto, and List of Works now belonging to the Company.

A Piece of Land situate in the Parish of Eton which abuts towards the North on Colenorton Brook, towards the East on a Close of Land called the Timberhalls, now or late in the Occupation of Frederick King Copeland, towards the South partly on the Road leading to the Common Lane, and partly on a Slip of Land belonging to Eton College used as a Footpath, and leading into the said Close of Land called the Timberhalls.

The existing Gasworks consist of the Foreman's House and Garden, Counting-house, Retort House and Purifying House, Gasholder, Coal Stores, and adjoining Ground, and other usual Gas Plant and Conveniences.

Various Mains, Pipes, and other Apparatus in and under the Streets, Roads, and Places within the Parish of Eton now supplied with Gas by the Company.

---

 LONDON:

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