



ANNO TRICESIMO

VICTORIÆ REGINÆ.

Cap. lxxiii.

An Act to incorporate “*The Hampton Court United Gas Company*” by the Name of “*The Hampton Court Gas Company* ;” to authorize the lighting of an extended District, the raising of additional Capital ; and for other Purposes.

[31st *May* 1867.]

WHEREAS in the Year One thousand eight hundred and fifty-one certain Persons formed themselves into a Company, under the Name of “*The Hampton Court United Gas Company*,” for the Purpose of supplying the Parish and Neighbourhood of *Hampton* with Gas, and for the Purpose of carrying on all such Business as is or may be usually carried on by a Gas Company : And whereas the Affairs of the said Company are now regulated by a Deed of Settlement bearing Date the Tenth Day of *November* One thousand eight hundred and fifty-two, and made between the several Persons whose Names are subscribed and Seals affixed in the Schedule thereunder annexed, (except the several Persons Parties thereto of the Second and Third Parts,) of the First Part, *William Watson, William Hemming Lawrence, John Guy, William Robert Luce, Francis Jackson Kent, William Goodman*, the Reverend

[*Local.*]

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Alfred Wilkinson, James Simmonds, and Robert Poulson Spice, therein respectively described as the Directors of the said Company, of the Second Part, and *Richard Rhodes*, a Trustee for the Purposes thereafter 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 29th Day of *November* 1852 the said Company was completely registered, pursuant to the Joint Stock Companies Act, 7 and 8 *Vict.* Cap. 110, and thereupon became incorporated: And whereas on the 24th Day of *October* 1856 the said Company was duly registered as incorporated under "The Joint Stock Companies Act, 1856:" And whereas the Capital of the said Company, which has been increased from Time to Time, now consists of the Sum of 36,000 Pounds, divided into 3,600 Shares of 10 Pounds each, all paid up in full: And whereas the Directors, under the Powers of the said Deed of Settlement, have borrowed on Mortgage the Sum of 3,000 Pounds, Part of a Sum of 5,000 Pounds thereby authorized to be borrowed: And whereas the said Company purchased several Pieces of Land adjoining each other situate in *Sandy Lane* in the Parishes of *Hampton* and *Teddington* in the County of *Middlesex*, with certain Gasworks erected on One of those Pieces of Land, and the said Company have since erected on those Lands enlarged or additional Works for the Manufacture and storing of Gas, and other Works for the Purposes of the said Company, and have also laid down Mains and other Pipes in and under various Streets, Roads, Bridges, and Thoroughfares in the Parish of *Hampton* (including *Hampton Court* and the Hamlet of *Hampton Wick*), and in the adjoining Parish of *Teddington*, all in the County of *Middlesex*, and in the adjoining Parishes of *East* and *West Moulsey* in the County of *Surrey*, and also in and under the public Road from the *Middlesex* End of *Kingston Bridge* to *Hampton Court Bridge*, and thence to the Western End of that Road at its Junction with the Parish Highway from *Hampton Court* to *Hampton*, and also in and under various Extraparochial Roads, Bridges, and Places in or adjoining the same Parishes respectively, for the Purpose of supplying the same and the Inhabitants thereof with Gas, and to carry on the other Business of the said Company, and the Limits or Boundaries of the said Pieces of Land lying adjoining each other, and considered as forming One Piece of Land, and the Works erected and erecting thereon, are described in the First Schedule to this Act annexed: And whereas the Demand for Gas in the District now supplied by the Company is rapidly increasing, and in order to meet such Demand the Works, Mains, and Pipes of the Company must be enlarged and extended: And whereas the Parish of *Hanworth* in the County of *Middlesex* adjoins the said Parish of *Hampton*, and the said Parish of *Hanworth* and also the adjoining Parish of *Feltham*, both in the County of *Middlesex*, could be conveniently

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veniently supplied with Gas from the Works of the said Company, and the Company are willing to afford such Supply if authorized so to do: And whereas additional Capital will be required for the Purposes aforesaid: And whereas the Supply of Gas within the existing District of the Company (which includes the Royal Palace of *Hampton Court* and other public Buildings), and also to the said Parishes of *Hanworth* and *Feltham*, now proposed to be supplied by the 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 Company are desirous of being incorporated and regulated by Special Act of Parliament, and of having the several Powers in this Act contained granted to them: And whereas the several 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,)

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

2. "The Companies Clauses Consolidation Act, 1845," "The Companies Clauses Act, 1863," (except Part 4 of that Act relating to Change of Name,) "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," (except such of the Provisions thereof as relate to the Purchase of Lands otherwise than by Agreement,) and "The Gasworks Clauses Act, 1847," are (except where expressly varied by this Act) incorporated with and form Part of this Act. 8 & 9 Vict. c. 16. & 18., 10 & 11 Vict. c. 15., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 118. incorporated.

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. Interpretation of Terms in the General Acts.

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, the Expression "the Company" means the Company incorporated by Interpretation of Terms in this Act.

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by this Act, the Word "Street" includes every public Street, Highway, Turnpike Road, and other Road, Lane, Square, Court, Alley, Bridge, and other public Thoroughfare, Passage, or Place within the Limits of 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; the Expression "the Lighting Authority," for the Purposes of this Act, shall, as to any Parish, District, or Place within the Limits of this Act for the Supply of Gas now or hereafter having a Local Board, be such Local Board, and as to any other Parish or Place within such Limits not having a Local Board shall be the Lighting Inspectors of such Parish or Place duly appointed under the Public Act of the Third and Fourth Years of the Reign of His Majesty King *William* the Fourth, Cap. 90, and the 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.

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, Extra-parochial and other Places following; (that is to say,)

The Parish of *Hampton* in the County of *Middlesex*, including *Hampton Court* and the Hamlet of *Hampton Wick*, and the public Road from the *Middlesex* End of *Kingston Bridge* to *Hampton Court Bridge*, and thence to the Western End of that Road at its Junction with the Parish Highway from *Hampton Court* to *Hampton*, and all Extra-parochial Places, Roads, Highways, and Bridges in the same Parish and Places used by the Public as Thoroughfares, and including *Hampton Court Bridge* and the Approach thereto in the County of *Middlesex*:

The Parishes of *Teddington*, *Hanworth*, and *Feltham*, all in the County of *Middlesex* and Neighbourhood of *Hampton*:

The Parishes of *East Moulsey* and *West Moulsey*, both in the County of *Surrey* and Neighbourhood of *Hampton*, and including *Hampton Court Bridge* and its Approaches in the said Parish of *East Moulsey*.

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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 *Hampton Court 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 or exchange, 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.

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, and other Matters the Products of the Coal or Materials employed in the Manufacture of such Gas, and for manufacturing, selling, and disposing of such Products, and also for letting and selling, manufacturing and dealing in Gas Fittings, Tubes, Meters, Pipes, and other Articles and Things in any way connected with Gasworks or with the Supply of Gas to the Consumers thereof, and for carrying on the general Business of a Gas Company in such Manner as the Company may think proper, and may enter into and carry out such Contracts and Agreements for any of the Purposes aforesaid as the Directors may think fit.

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, 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 same are hereby vested in the Company incorporated by this Act.

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

10. Subject to the Provisions of this Act, the said recited 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 be exempted from all the Provisions, [Local.] 10 G Restrictions, Deed of Settlement to be void, without Prejudice to Remedies for antecedent Breaches thereof.

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Restrictions, and Requirements of "The Joint Stock Companies Act," 7 and 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 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, Bonds,

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Bonds, Covenants, Contracts, 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 shall be 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, at the Time of 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 Com-
pany at
passing of
Act recover-
able.

15. Provided always, That if any Judgment shall at any Time after the passing of this Act be obtained against the Company in respect of any Debt or Liability owing or incurred by the old Company at the Time of the passing of this Act, and such Judgment shall not, after due Diligence for that Purpose shall have been used, be fully satisfied out of the Property and Effects of the Company, then and in every such Case such Judgment may be enforced, and Execution thereon issued against the Person, Property, and Effects of any Person who shall have been a Shareholder of the old Company at the Time of the passing of this Act, or who shall have been a Shareholder in the said Company at the Time at which the Contract shall have been made or Tort committed in respect of which such Debt or Liability shall have accrued or have been incurred, and who, if this Act had not been passed, would have been legally responsible in respect of such Debt or Liability, in the same Manner in all respects as if this Act had not been passed.

Judgments
in respect of
existing
Liabilities
may be
enforced
against
individual
Share-
holders.

16. Provided also, That every Person against whom, or against whose Property or Effects, Execution upon any such Judgment as aforesaid shall have been issued, shall be entitled to recover against the Company all Loss, Damages, Costs, and Charges which such Person may have incurred by reason of such Execution, and that after due Diligence used to obtain Satisfaction thereof against the Property and Effects of the Company such Person shall be entitled to Contribution

Reimburse-
ment of
Shareholders
against
whom Exe-
cution issued
in respect of
existing
Liabilities.

Contribution

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insurers
to be indemnified
condition of
agreement

tribution for so much of such Loss, Damages, Costs, and Charges as shall remain unsatisfied from the several other Persons against whom Execution upon such Judgment obtained against the Company might also have been issued under the preceding Section, and that such Contribution may be recovered from such Persons as aforesaid in like Manner as Contribution in ordinary Cases of Copartnership.

Trustees of
the Com-
pany to be
indemnified.

17. 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 Bond, Covenant, Contract, 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, and Charges, which he may sustain, incur, or be put to by reason or in consequence of his having entered into any such Bond, Covenant, Contract, or Engagement.

guarantee
condition of
contract of
error of
guarantee
condition of
contract

18. 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 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.

Rates and
Rents now
payable to
continue till
altered.

condition of
contract of
error of
guarantee
condition of
contract

19. 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.

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

Officers to
continue till
removed.

20. 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, as the Case may require, 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.

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21. 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."

Present Register of Shareholders to continue to be kept.

22. 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 Thirty-six thousand Pounds, divided into Three thousand six hundred Shares of Ten Pounds each, being all original Capital, and all paid up in full, and those Three thousand six hundred Shares shall be called "A Shares."

Capital of the Company.

23. 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 Ten Pounds each, in the Capital of the old Company shall for each such Share of Ten Pounds be possessed of and entitled to One "A Share" of Ten Pounds in the said Capital of Thirty-six thousand Pounds, without making any Payment for the same; and the "A Shares" to which such 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.

24. All Corporations and Persons 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, and Agreements, Charges and Incumbrances, upon or to which the Shares in the Capital of the old Company (in respect of which such "A Shares" 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 Shares" under this Act to be subject to the same Trusts as existing Shares.

25. 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 Shares" under this Act 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 of "A Shares" 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.

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Power to raise additional Capital by Creation of "B" Shares or Stock.

26. 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 or Preference Shares or Stock, in addition to the "A Shares," any further Sum or Sums of Money not exceeding in the whole the Sum of Thirty-nine thousand 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.

New Shares to be of nominal Value of 10l.

27. Any "B Shares," whether ordinary or preference, which may be created under this Act, shall be of the nominal Value of Ten Pounds, but the Amount and 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.

28. Twenty-five 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 "B 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.

25 per Cent. of "B Shares" to be paid on Issue.

29. It shall not be lawful for the Company to 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 Twenty-five per Centum of the Amount of such Share shall have been paid up in respect thereof.

Limiting Dividend on new Capital.

30. The Company shall not in any Year make out of their Profits any larger Dividend on the additional Share Capital of Thirty-nine thousand Pounds to be raised under the Powers of this Act than Seven Pounds in respect of every One hundred Pounds actually paid up of such Capital on ordinary "B Shares" or Stock, or Six Pounds in respect of every One hundred Pounds actually paid up of such Capital on Preference Shares or Stock, and such Rates of Profit shall be deemed and taken to be the prescribed Rate of Profits on such additional Capital within the Meaning of "The Gasworks Clauses Act, 1847."

Sale and Distribution of new Shares.

31. The General Meeting at which any "B Shares" or Stock shall be created may direct that the whole or any Number or Amount of

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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.

32. The Intention to sell any "B Shares" 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 considered as Part of the Capital of the Company entitled to Dividend.

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

33. 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 on behalf of incapacitated Persons.

34. The Company may, at any Time and from Time to Time after the passing of this Act, in respect of their existing Capital of Thirty-six thousand Pounds, borrow on Mortgage any Sum or Sums not exceeding in the whole, together with the Sums already borrowed, Nine thousand Pounds; and when Ten 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 Two thousand five hundred Pounds; and when the further Sum of Ten 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 Two thousand five hundred Pounds; and when the further Sum of Ten 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 Two thousand five hundred Pounds; and when the remaining Sum of Nine 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

Power to borrow on Mortgage.

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been paid up; the Company may borrow on Mortgage any further Sum or Sums not exceeding in the whole Two thousand two hundred and fifty Pounds; but no Part of either of the said Three before-mentioned Sums of Two thousand five hundred Pounds, or of the said Sum of Two thousand two hundred and fifty 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 Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of such Sum of new Capital has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fourth 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 aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

granted on the
 subject of the
 Act of 1845
 30th Feb 1867

to the
 30th Feb 1867

to the
 30th Feb 1867

Former
 Mortgages
 to have
 Priority.

35. All Mortgages granted by the Company before the passing of this Act, and which shall be subsisting at the Time of the passing thereof, shall during the Continuance of such Mortgages have Priority over any Mortgages to be granted by the Company under or by virtue of this Act.

Arrears may
 be enforced
 by Appoint-
 ment of a
 Receiver.

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

Power to
 create De-
 benture
 Stock.

37. The Company may create and issue Debenture Stock.

Application
 of Sums
 raised.

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

General
 Meetings.

39. The First Ordinary General Meeting of the Company shall be held in the Month of February One thousand eight hundred and sixty-eight, and the future Ordinary Meetings of the Company shall be held in the Months of February and August in each Year; and the General

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General Meeting, held in the Month of *February* in the Year One thousand eight hundred and sixty-eight and in every subsequent 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 at the Office of the Company or at such convenient Place in or near *Hampton* as the Directors shall from Time to Time appoint.

40. 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 One hundred Shares in the Capital of the Company.

Shareholders may require an Extraordinary Meeting.

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

Quorum of Meetings.

42. 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.

Notice of Meetings.

43. The Number of Directors of the Company shall be Nine, 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.

44. The Qualification of a Director shall be the Possession in his own Right of Twenty Shares of Ten Pounds each of paid-up Capital of the Company.

Qualification of Directors.

45. 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 General Meeting to be held in the Month of *February* in the Year One thousand eight hundred and sixty-eight.

First Directors.

46. 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.

Remuneration of Directors and Auditors.

47. A Quorum of a Meeting of the Directors shall be Five, and when the Number of Directors is reduced to Five the Quorum shall be Three.

Quorum of Meeting of Directors.

[Local.]

48. The

The Hampton Court Gas Act, 1867.

Committees of Directors.

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

Disqualification of Directors.

49. If any Director shall cease to hold Twenty Shares in the Capital of the Company, or 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.

Meetings of Directors.

50. 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 other 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.

Period for Balance of Books.

51. The Period to which the Books of Account of the Company shall be brought to a Balance shall be the Thirty-first Day of 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 February in each Year.

Directors may declare Dividend half-yearly.

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

Appointment of Auditors.

53. The Company shall annually elect One or more Auditor or Auditors for the Purpose of auditing the Accounts of the Company; and in case the Office of such Auditor or Auditors 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.

54. 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,

The Hampton Court Gas Act, 1867.

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.

55. 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.

56. Whereas the Land held by the old Company situate at *Sandy Lane* aforesaid, and used for the Purposes of their Undertaking, does not exceed Three Acres and One Half: Be it enacted, That it shall be lawful for the Company at any Time to purchase by Agreement and hold any Quantity of Land within the Limits of Supply authorized by this Act, not exceeding in the whole, together with the said Lands situate at *Sandy Lane*, the Quantity of Seven Acres.

Power to
purchase
Lands.

57. 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 Lands situate at *Sandy Lane*, and described in the First Schedule to this Act, and hereby authorized to be held by the Company, 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 of Gas, or, except on Lands immediately adjoining the Property of the Company at *Sandy Lane*, any Works for the Storage of Gas, or to erect on the Lands now belonging to them at *Sandy Lane* aforesaid any Works for the Manufacture of Gas, except in connexion with the existing Gasworks of the Company, and on the Lands now belonging to and forming Part of the existing Properties and Works of the Company.

Company
empowered
to construct
Gasworks,
&c.

58. It

The Hampton Court Gas Act, 1867.

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

58. 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 Utilization 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 nothing in this Act contained shall exempt the Company from being liable to be proceeded against for any Nuisance.

Company to maintain Pipes, &c.

59. 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.

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

60. 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 used by the Public as Highways or public Passages, and to public Bridges, or Bridges used by the Public on Payment of Tolls, 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 Roads and Bridges respectively.

Mode of laying Pipes.

61. All Main Pipes to be laid by the Company (not being Mains laid down in lieu of existing Mains) for the Conveyance of Gas shall be laid at the greatest practicable Distance from the nearest Part of any Main Pipe of any Water Company for the Conveyance of Water, and, wherever the Width of the Carriageway or Footpath will allow thereof, shall be laid at the Distance of Four Feet at least from the nearest Part of any such Water Main Pipe, unless in Cases where it shall be unavoidably necessary to lay the Gas Pipe across or nearer to any Water Main Pipe, in which Case the said Gas Pipe shall, wherever practicable, be laid over and above the said Water Main Pipe at the greatest practicable Distance therefrom, and shall form therewith a Right Angle, or as near thereto as the Situation will admit, and in every such Case the said Gas Pipe so crossing the said Water Main Pipe shall be so laid that every Joint of the Gas Pipe shall be at the greatest practicable Distance from the Water Main Pipe, and every such Gas Pipe so crossing the Water Main Pipe shall for the whole Length

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

62. 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 a Sum not exceeding Five Pounds for every Day during which such Neglect shall continue: Provided that the Company shall not be compelled to lay down Mains where none exist; 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 or Premises shall be required by such Owner or Occupier to be lighted.

63. 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

[Local.]

10 K

Security

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

Justice may determine Nature of Security.

The Hampton Court Gas Act, 1867.

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.

64. The Company shall and they are hereby required to provide and lay down proper and sufficient Service Pipes and Apparatus from any Main Pipes 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 Thirty Feet from any Main Pipe of the Company, or upon any private Property of any other Person, except at the Expense of such Person.

Limiting Charge for Supply of Gas by Meter.

65. The maximum Price at which Gas shall be sold by the Company to all Persons who shall burn the same by Meter within the Parishes of *Hampton, Teddington, East Moulsey, and West Moulsey*, or any of them, shall not exceed Five Shillings and Sixpence for every One thousand Cubic Feet of Gas supplied within those Parishes during the Term of Five Years after the passing of this Act, or the Sum of Five Shillings *per* Thousand Cubic Feet of Gas after the Expiration of the said Term of Five Years; and the maximum Price at which Gas shall be sold by the Company to all Persons who shall burn the same by Meter within the Parishes of *Hanworth and Feltham*, or either of them, shall not exceed Seven Shillings for every One thousand Cubic Feet of Gas supplied to Persons within those Parishes, or either of them, during the Term of Ten Years after the Company shall have commenced to supply the said Parishes, or either of them; and after the Expiration of the said Term of Ten Years the maximum Price at which Gas shall be sold by Meter in the said Parishes or either of them shall not exceed by more than the Sum of Sixpence *per* Thousand Cubic Feet of Gas the Price for the Time being charged by the Company in the said Parishes of *Hampton, Teddington, East Moulsey, and West Moulsey* respectively.

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

66. 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 *Vict.* Cap. 66, intituled *An Act for regulating Measures used in Sales of Gas.*

67. From

The Hampton Court Gas Act, 1867.

67. 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 13th
Oct. 1870,
all Meters to
be stamped.

68. 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.

69. 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 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 Ten 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 any Criminal Proceedings in reference to

Fraudulently
injuring
Meters, &c.

such.

The Hampton Court Gas Act, 1867.

such Offence in any Case where they shall not proceed summarily under this Act.

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

70. The Register of the Meter, unless it shall be proved by the Company that the Meter has stopped or is defective, shall be *prima 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; and the Company shall, when and as they cause the Register to be inspected, leave with the Customer a Statement in Writing or Print, or partly written and partly printed, of the State of the Register on the Day of Inspection.

Notice to be given of connecting Meter.

71. 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 not exceeding Ten Pounds.

Company to give to Consumer Statement of Gas.

72. 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 Fourteen Days thereafter give to the Company Notice in Writing of any Objection to the Statement, then the Statement shall be conclusive as to the Amount of Gas consumed.

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

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

Power to remove Meters and Fittings.

74. 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 Buildings 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 other than the Neglect or Default of the Company be discontinued, to enter such Land, House, or Building between the Hours of Eight in the Morning and Four 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

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served by being delivered to the Person for whom it is intended, or left at his usual or last known Place of Abode: Provided that if the Owner or Lessee of any such unoccupied Land, House, or Building be unknown to the Company, the Notice may be given by affixing it for Three Days to some conspicuous Part of the Land, House, or Building.

75. 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.

76. 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, and shall with respect to its Purity be so far free from Sulphuretted Hydrogen that it shall not discolour Test Paper imbued with Acetate or Carbonate of Lead, when those Tests are exposed to a Current of Gas issuing for One Minute under a Pressure of Five Tenths of an Inch of Water, and shall not contain more than Twenty Illuminating Power and Purity of Gas,

[Local.]

10 L

Grains

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Grains of Sulphur in any Form in One hundred Cubic Feet of Gas; provided that the Company and the Lighting Authorities of the several Districts within the Limits of this Act shall be at liberty to agree upon any other or different Test by which to ascertain the Purity of the Gas, and thereupon the Company shall be thenceforth liable to have the Purity of their Gas tested in the Manner so prescribed.

Experimental Meter to be erected for testing Quality of Gas.

77. 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 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.

Power to test the Purity of the Gas.

78. Any Five Persons, being Consumers of Gas supplied by the Company within any Part of the Limits of this Act, by Writing under their Hands may appoint some competent Person 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 Manager of the Company, or other Person appointed by the Manager in Writing, make Experiment of the illuminating Power and Purity 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 inferior illuminating Power or Purity.

79. If and whenever it shall be proved to the Satisfaction of any Two Justices, not being Directors or Shareholders of the Company, after hearing the Parties, that the illuminating Power or Purity of the Gas supplied by the Company did not, when so tested as aforesaid, equal the illuminating Power or Purity 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 Justices shall determine.

Costs of Experiment by whom to be paid.

80. 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

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in the event of no Penalty being imposed, such Costs shall be awarded to be paid 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.

81. The Company shall well and effectually light all public Lamps within Sixty Yards of any existing Main in any Street which they are required by the Lighting Authority to light, and shall, according to the Terms of their Contract, supply to the Lighting Authority so much Gas as they require for their public Lights. Power to light public Lamps.

82. The Lighting Authority may provide and keep in repair their own public Lamp Posts and Lamps, and the Apparatus connected therewith, and they may consume the Gas in such Lamps by Meter to be provided by them, and in case of their electing to burn by Meter they may light and extinguish the Lamps at their own Cost, but the Meters shall be under the Control of the Company, or under the joint Control of the Company and the Lighting Authority, as the Lighting Authority may require at the Time of entering into their Contract. Meters for public Lamps.

83. The Company shall at all Times keep their Mains and Pipes properly charged with Gas, unless prevented by necessary Repairs or unavoidable Accident, and in default thereof they shall be liable to a Penalty not exceeding Twenty Pounds for every Day or Part of a Day in which they shall not be so charged, to be recovered by the Lighting Authority in a summary Way before Two Justices. Mains, &c. to be constantly charged with Gas.

84. The Company shall not charge a higher Price by the One thousand Cubic Feet for Gas supplied to any Lighting Authority than the lowest Rate by the One thousand Cubic Feet from Time to Time charged by them to any private Consumer; and any Difference or Dispute which may arise between the Company and any Lighting Authority as to the lowest Price charged to any private Consumer, or as to the Quantity of Gas supplied or to be supplied to any such Lighting Authority, shall be from Time to Time settled by Arbitration under the Provisions contained in "The Companies Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration, and for the Purposes of Section One hundred and thirty-one of that Act as if the Company were a Railway Company. Price to be charged to Lighting Authority.

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

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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.

Rent for Gas
Fittings
under 20l.

86. 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.

Confirming
Agreement as
to Hampton
Court
Bridge.

87. The Agreement bearing Date the Twenty-seventh Day of *February* One thousand eight hundred and sixty-seven made between *Thomas Newland Allen* Esquire of the one Part, and the *Hampton Court United Gas Company* of the other Part, of which Agreement a Copy is set forth in the Second Schedule to this Act, is hereby confirmed, and shall be carried into effect accordingly.

Penalties
not to be
cumulative.

88. 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.

Liability to
Gas Rent
&c. not to
disqualify
Judge.

89. 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.

Company not
to interfere
with Pro-
perty under
Management
of Commis-
sioners of
Works, &c.
without
Consent, &c.

90. Nothing contained in this Act or any of the Acts incorporated herewith or herein referred to shall authorize the Company to enter upon, take, use, or in any Manner interfere with any Lands, Tenements, or Hereditaments belonging to the Queen's most Excellent Majesty in right of Her Crown, under the Charge of the Commissioners of Her Majesty's Works and Public Buildings, without the previous Consent in Writing of the said Commissioners or First Commissioner for the Time being of Her Majesty's Works and Public Buildings, and which Consent such Commissioners or First Commissioner are and is hereby authorized to give, upon and subject to such Terms and Conditions as they or he may prescribe.

Expenses of
Act.

91. 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.

The

The Hampton Court Gas Act, 1867.

The SCHEDULES referred to in this Act.

FIRST SCHEDULE.

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 in Sandy Lane, partly in the Hamlet of Hampton Wick in the Parish of Hampton, and partly in the Parish of Teddington, in the County of Middlesex, and contains in the whole Three Acres and One Half of another Acre or thereabouts, and is bounded on the North by the Kingston Branch of the London and South-western Railway, on the East by a Garden belonging to the Cottage in the Occupation of Hezekiah Newman, and belonging to John Spink of Grove House, Grove Road, Clapham, on the South by Sandy Lane in the same Parishes, and on the West by the Garden or Garden Ground now occupied by James Harris, and belonging to the Trustees of Hampton Parish or Church Lands.

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, and of the various Mains and other Apparatus in and under the Streets, Roads, Bridges, and Places within the several before-mentioned Parishes, Hamlet, Extra-parochial and other Places now supplied with Gas by the Company.

SECOND SCHEDULE.

COPY of the Agreement between the Company and Thomas Newland Allen, Esquire.

This Indenture, made the Twenty-seventh Day of February One thousand eight hundred and sixty-seven, between Thomas Newland Allen of the Vache in the Parish of Chalfont Saint Giles in the County of Bucks, Esquire, of the one Part, and the Hampton Court United Gas Company (herein-after called "the Company") of the other Part: Whereas the said Thomas Newland Allen is the absolute Owner of a Bridge over the River Thames between the Counties of Middlesex and Surrey known as the Hampton Court Bridge: And whereas the Company have, with the Consent of the said Thomas Newland Allen, carried certain Mains and Pipes over or upon or under the Girders of the said Bridge for the Purpose of supplying Gas to the Parishes of East Moulsey and West Moulsey in the County of Surrey, and have erected on the said Bridge Five Lamp Posts and Lamps furnished with Burners of the Kind

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called

The Hampton Court Gas Act, 1867.

called Batswing, consuming Five Cubic Feet per Hour: And whereas the said Thomas Newland Allen gave such Consent as aforesaid upon an Agreement that the said Company should enter into such Stipulations as are on their Part herein-after contained: And whereas the Company have in the present Session of Parliament applied for an Act to incorporate the Company by the Name of "The Hampton Court Gas Company," and to authorize the lighting of an extended District, the raising of additional Capital, and for other Purposes; and the Bill for such Act is now proceeding in Parliament: Now this Indenture witnesseth, that in pursuance of the said Agreement, and in consideration of the Premises, and divers other good Considerations them hereunto moving, they the Company do hereby for themselves, their Successors and Assigns, covenant with the said Thomas Newland Allen, his Heirs and Assigns, as follows:—

1. The Company, their Successors and Assigns, shall and will, at their own Expense, during all the Time that the said Mains and Pipes shall remain and be over, upon, or under the said Bridge, keep the said Five Lamp Posts, Lamps, and Burners in a good and efficient State of Repair, and shall, when necessary, renew the same or any of them, or any Parts thereof, and supply the said Lamps with a proper and sufficient Quantity of Gas for the effectual and perfect lighting of the said Bridge and the Approaches thereto, and shall light or allow the same to be lighted and kept burning every Night from Sunset to Sunrise throughout the Year.

2. The Company, their Successors and Assigns, shall not nor will, at any Times or Time hereafter, without the Consent in Writing of the said Thomas Newland Allen, his Heirs or Assigns, or his or their Surveyor for the Time being, first had and obtained, break up the Soil or Pavement, nor in any way enter in or upon the said Bridge and the Approaches thereto or any Part thereof respectively, for the Purpose of altering or removing the said Mains and Pipes so laid down as aforesaid, or of making and placing any new Mains and Pipes, or otherwise howsoever, except for the doing of Repairs.

3. Whenever the Company, their Successors or Assigns, make any such Alterations and Removals or Repairs as aforesaid, or make or place any new Main or Pipe, they shall do the said Works without stopping the Traffic of the said Bridge, or so as to interfere therewith to the least Degree practicable.

4. The Company, their Successors and Assigns, shall and will at all Times, so often as the said Soil or Pavement in or upon the said Bridge or the Approaches thereto shall be broken up or interfered with for any of the Purposes aforesaid, forthwith, upon the Completion of the Works or Repairs, replace and make good and in all respects restore the Roadway or Pavement to a serviceable Condition to the Satisfaction of the said Surveyor for the Time being.

5. The Company, their Successors and Assigns, shall and will, at their own Expense, at all Times, and so often as any Injury or Damage shall occur to the said Bridge or any of the Approaches thereto by reason of the laying, repairing, removing, Leakage, or bursting, of any Main or Pipe, or from any other Cause connected therewith, with all convenient Speed repair and make good any such Injury or Damage, and in all respects restore the Parts so injured as aforesaid to their former Condition to the Satisfaction of the said Surveyor, and indemnify the said Thomas Newland Allen, his Heirs and Assigns, from and against all Loss and Damage resulting from such laying, repairing, removing, Leakage, or bursting as aforesaid.

6. In

The Hampton Court Gas Act, 1867.

6. In no Case whatsoever shall any Claim accrue to the Company, their Successors or Assigns, against the said Thomas Newland Allen, his Heirs or Assigns, by reason of any Injury or Damage occasioned to the said Mains, Pipes, Lamp Posts, and Lamps by any Accident to the said Bridge.

7. All the Provisions contained in "The Gasworks Clauses Act, 1847," with respect to the breaking up of Streets and Bridges for the Purpose of laying Pipes, so far as they afford any Protection to or confer any Right upon the Owners of Streets or Bridges, or the Persons under whose Control or Management any Street or Bridge may be, shall be read as if and be deemed to be incorporated in these Presents for the Protection of the said Thomas Newland Allen, his Heirs or Assigns.

8. Nothing to be conveyed in the Act for which a Bill is now proceeding in Parliament as aforesaid shall in anywise prejudice or affect these Presents, and a Clause shall be inserted in the said Bill now before Parliament conferring and giving Effect to these Presents, notwithstanding anything therein contained.

In witness whereof the said Thomas Newland Allen has hereunto set his Hand and Seal, and the said Company have hereunto caused their Common Seal to be affixed, the Day and Year first above written.

Signed, sealed, and delivered by the
said Thomas Newland Allen in the
Presence of
GEORGE EVES UXBRIDGE.

THOS. NEWLAND ALLEN.

L.S.

Signed, sealed, and delivered by
Francis Jackson Kent, Robert
George Fisher, and William Law-
rence, Directors of the Hampton
Court United Gas Company, in the
Presence of

F. J. KENT, Chairman.

L.S.

R. FISHER.

L.S.

WM. HAMMOND,
Secretary.

WM. LAWRENCE.

L.S.

Seal of the
Hampton Court
United Gas
Company.

LONDON:

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Printers to the Queen's most Excellent Majesty. 1867.

1941
The following information was obtained from the records of the
Department of the Interior, Bureau of Land Management, on
the subject of the land described in the foregoing
instrument, to-wit: The land described in the foregoing
instrument is situated in the County of [County Name],
State of [State Name], and is more particularly
described as follows: [Description of land]

RECORDED
INDEXED
[Date]

It is further stated that the land described in the foregoing
instrument is owned by [Owner Name], who is the
legal owner of the same, and that the same is being
conveyed to [Recipient Name] by the foregoing
instrument. It is further stated that the land
described in the foregoing instrument is not
subject to any lien or other claim of any
person, and that the same is being conveyed
to the recipient free and clear of all such
liens and claims.

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Department of the Interior, Bureau of Land Management, on
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