



ANNO TRICESIMO

VICTORIÆ REGINÆ.

Cap. lxxvii.

An Act to change the Name of the *Cambridge Gaslight Company*, to confer further Powers on the Company, and for other Purposes.

[17th June 1867.]

WHEREAS by the (Local) Act, 4 *William* 4. Chapter 24, 4 & 5 W. 4. (in this Act called "the recited Act,") the *Cambridge* c. xxiv. Gaslight Company (in this Act called "the Company") were incorporated for the Purpose of supplying Gas within the Town and University of *Cambridge*, or the Precincts and Neighbourhood thereof respectively, or any of them or any Part thereof, and for other the Purposes in the recited Act mentioned, and were empowered to raise (Section 12) by way of Capital or Joint Stock the Sum of Thirty thousand Pounds, to be divided into Shares of Fifty Pounds each, and also (Section 17), in the Case (which occurred) of the aforesaid Sum of Thirty thousand Pounds being found insufficient for the Purposes of that Act, any further Sum not exceeding Seven thousand five hundred Pounds: And whereas the total Capital of the Company created under the recited Act is Thirty-seven thousand four hundred and forty Pounds, divided into Six hundred Shares of Fifty Pounds each (all fully paid up), One hundred and sixty Shares of Twelve Pounds Ten Shillings each (all fully paid up), and Six

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hundred and forty Shares of Eight Pounds Ten Shillings each (on which Five Pounds *per* Share has been paid up): And whereas no Preference or Priority of Interest or Dividend has been granted by the Company on any Share: And whereas the Company have not any Mortgage or Bond Debt: And whereas the Demand for Gas within the District supplied by the Company is increasing, and it is expedient that the Company be empowered to purchase additional Lands and construct additional Works: And whereas for the Purposes of this Act Plans of the Lands intended to be taken or which may be taken by the Company, with a Book of Reference to the Plans, have been deposited with the Clerk of the Peace for the County of *Cambridge*: And whereas the present Capital of the Company is insufficient for their Undertaking, and it is expedient that they be empowered to raise more Money: And whereas it is expedient that the Provisions of the recited Act be amended, that the Company's Name be changed, and that additional Powers be conferred on the Company: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament, and the same might be more conveniently accomplished if the recited Act were repealed, and other Provisions were made in lieu thereof: 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:

Short Title.

1. This Act may be cited for all Purposes as "*The Cambridge University and Town Gas Act, 1867.*"

Commence-
ment of Act.

2. This Act shall commence and have Effect on and from the Twenty-fourth Day of *June* One thousand eight hundred and sixty-seven.

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

3. "*The Companies Clauses Consolidation Act, 1845,*" "*The Companies Clauses Act, 1863,*" "*The Lands Clauses Consolidation Act, 1845,*" "*The Lands Clauses Consolidation Acts Amendment Act, 1860,*" and "*The Gasworks Clauses Act, 1847,*" are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Interpre-
tation of
Terms.

4. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression "*the Company,*" or "*the Promoters of the Undertaking,*" or "*the Undertakers,*" shall respectively mean the Company incorporated by the recited Act and continued by this Act; the Expression "*the Works,*" or "*the Gasworks,*" or "*the Under-*

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Undertaking," shall mean the Gasworks and Works connected therewith by this Act authorized to be made or maintained by the Company, including the Works which immediately before the Commencement of this Act are vested in them under the recited Act; the Word "Share" shall include "Stock;" the Expression "the Corporation" shall mean the Mayor, Aldermen, and Burgesses of the Borough of *Cambridge*; the Expression "the Improvement Commissioners," or the Expression "the Local Authority," shall mean the Commissioners for putting into execution the Acts 28 *Geo.* 3. Cap. 64. and 34 *Geo.* 3. Cap. 104. (being Acts for the Improvement of the Town of *Cambridge*); and the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute; and the Expression "the Special Act" in the incorporated Acts shall mean this Act; and for the Purposes of the "Gasworks Clauses Act, 1847," with respect to the Amount of Profit to be received by the Undertakers when the Gasworks are carried on for their Benefit, each Year shall be deemed to end with the Twenty-fourth Day of *June*, and in the Thirty-eighth Section of that Act the Word *July* shall be deemed to be substituted for *January*.

5. The Limits of this Act comprise the Town and University of *Cambridge* (including the Fourteen Parishes in the said Town) and the Precincts and Neighbourhood thereof (within One Statute Mile measured in a straight Line on a horizontal Plane each Way from the outward Boundary of each of the said Fourteen Parishes). Limits of Act.

6. On the Commencement of this Act, but subject to the Provisions of this Act, the recited Act is hereby repealed. Recited Act repealed.

7. Notwithstanding the Repeal of the recited Act, the Company shall for the Purposes of this Act be and continue One Body Corporate, but henceforth under the Name of "The *Cambridge* University and Town Gaslight Company," with perpetual Succession and a Common Seal, and with Power (subject to the other Provisions of this Act) to make, maintain, alter, discontinue, and remove Gasworks, and to supply Gas, and to carry on the Business of a Gas Company, and to purchase, take on Lease, or rent and hold, and sell Lands and other Property for the Purposes of their Undertaking. Company continued.

8. Notwithstanding the Repeal of the recited Act, and the Change of the Name of the Company, and excepting as is by this Act otherwise expressly provided, everything before the Commencement of this Act Saving previous Rights and Liabilities.

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Act done or suffered under the recited Act shall be as valid as if this Act were not passed, and such Repeal and Change of Name and this Act shall accordingly be subject and without Prejudice to anything so done or suffered respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if such Repeal had not taken place, and this Act were not passed, would be incidental to or consequent on any and every thing so done or suffered respectively; and with respect to all such Rights, Liabilities, Claims, and Demands, the Company as by this Act continued shall, to all Intents and Purposes, represent the Company as incorporated by the recited Act: Provided always, that the Generality of this Enactment shall not be restricted by any of the other Clauses and Provisions of this Act.

Company to continue entitled to Property.

9. Notwithstanding the Repeal of the recited Act, and the Change of the Name of the Company, the Company shall be and remain seised and possessed of and entitled to all the Gasworks, Gasometers, Retorts, Apparatus, Machinery, Mains, Pipes, Gauges, Meters, Engines, Works, and Conveniences, and all Lands, Tenements, Hereditaments, Buildings, Easements, Appurtenances, prospective and other Rights, Powers, Privileges, Goods, Chattels, Choses in Action, Monies, Effects, Bonds, Deeds, Books, Writings, Papers, Maps, Plans, and Personal Estate and Property, Claims and Demands whatsoever, of or to which the Company, or any Person in trust for them, is or are, under or by virtue of the recited Act or otherwise howsoever, immediately before the Commencement of this Act, seised, possessed, or in anywise entitled at Law or in Equity, or otherwise howsoever, and that as fully and effectually, to all Intents and Purposes whatsoever, as if the recited Act were not repealed and the Name of the Company were unchanged.

Conveyances, Leases, &c. to remain in force.

10. Notwithstanding the Repeal of the recited Act and the Change of the Name of the Company, all Deeds, Conveyances, Contracts, Mortgages, Bonds, Covenants, Liabilities, Securities, Orders, Resolutions, Proceedings, Arrangements, or Agreements, and other Acts and Things, before the Commencement of this Act made, done, entered into, executed, or instituted under or by virtue or with reference to the Purposes of the recited Act, shall be as good, valid, and effectual, to all Intents and Purposes whatsoever, for, against, with reference to, or in favour of the Company, as if the recited Act were not repealed and the Name of the Company were unchanged, and may be proceeded on and enforced accordingly.

Debts due to or by the Company to be paid to or by them.

11. Notwithstanding the Repeal of the recited Act and the Change of the Name of the Company, all Persons who immediately before the Commencement of this Act owe any Sum of Money to the Company, or to any Person on their Behalf, shall pay the same, with all Interest

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Interest (if any) due or to accrue due for the same, to the Company and all Debts and Monies which immediately before the Commencement of this Act are due or owing by or recoverable from the Company, or for the Payment of which the Company are or but for the passing of this Act would have been liable, shall be paid, with all Interest (if any) due or to accrue thereon, by or be recoverable from the Company.

12. Notwithstanding the Repeal of the recited Act and the Change of the Name of the Company, all Rates, Rents, and Sums of Money which immediately before the Commencement of this Act are due and payable to the Company shall be payable to the Company, and shall be recoverable as Rents and Rates under this Act.

Rates and Rents to be recovered.

13. Notwithstanding the Repeal of the recited Act and the Change of the Name of the Company, any Action, Suit, Prosecution, or other Proceeding commenced by or against the Company previous to the Commencement of this Act shall not abate or be discontinued or prejudicially affected by this Act or the Change of Name, but the same shall continue and take effect in favour of or against the Company in the same Manner in all respects as the same would have continued and taken effect if the recited Act were not repealed and the Name of the Company were unchanged, and all Penalties incurred for any Offence against the Provisions of the recited Act previously to the Commencement of this Act may be sued for, and all Offences which may have been committed before the Commencement of this Act against the Provisions of the recited Act may be prosecuted, in the like Manner as the same might have been sued for and prosecuted respectively if the recited Act were not repealed and the Name of the Company were unchanged.

Actions, &c. not to abate.

14. Notwithstanding the Repeal of the recited Act and the Change of the Name of the Company, all Certificates, Sales, Transfers, and Dispositions heretofore made or executed under that Act of any Share in the Capital of the Company shall remain in full Force, and continue and be available in all respects, as if that Act were not repealed and the Name of the Company were unchanged.

Transfers of Shares to remain in force.

15. Notwithstanding the Repeal of the recited Act and the Change of the Name of the Company, all Books and other Documents by that Act authorized or directed to be kept, and which would have been Evidence if that Act had not been repealed and the Name of the Company were unchanged, shall be admitted as Evidence in all Courts whatsoever.

Books, &c. made Evidence by previous Act to continue.

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Officers to
continue
until re-
moved.

16. Notwithstanding the Repeal of the recited Act and the Change of the Name of the Company, all Clerks, Officers, and Persons appointed by virtue of or acting under the Authority of that Act shall hold their respective Offices and Employments, together with the Salaries or Emoluments thereunto annexed, until they shall resign the same or be removed therefrom, and all such Clerks, Officers, and Persons shall have the like Powers and Authorities for the Purposes of this Act and for carrying the same into execution, and all such Clerks, Officers, and Persons, and their respective Sureties, 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 and Regulations in all respects whatsoever, as if they had been appointed and such Sureties had become bound respectively under this Act.

Capital of
the Com-
pany.

17. The Capital of the Company shall (subject to the future Increase thereof under the Authority of this Act) be Thirty-seven thousand four hundred and forty Pounds, divided into Six hundred Shares of Fifty Pounds each, One hundred and sixty Shares of Twelve Pounds Ten Shillings each, and Six hundred and forty Shares of Eight Pounds Ten Shillings each.

Appropriation
thereof.

18. The said Shares shall be appropriated and belong to the several Persons and Corporations who immediately before the Commencement of this Act are the registered Shareholders in the Company in the Proportions of One Share of Fifty Pounds for every then existing Share of that Amount, One Share of Twelve Pounds Ten Shillings for every then existing Share of that Amount, and One Share of Eight Pounds Ten Shillings for every then existing Share of that Amount, in the Capital of the Company as then existing, and in Substitution for the said existing Shares.

How far
paid up.

19. Every Share of Fifty Pounds or of Twelve Pounds Ten Shillings so appropriated shall be deemed fully paid up, and every Share of Eight Pounds Ten Shillings so appropriated shall be deemed paid up to the Extent of the Sums paid up before the Commencement of this Act on the existing Share for which it is substituted.

New Shares
to be subject
to the same
Trusts, &c.
as old Shares.

20. Every Share so appropriated shall confer the same Rights as the existing Share in the Company for which it is substituted would have had if this Act were not passed, and shall be subject and liable to the same Trusts, Powers, Provisoos, Declarations, Agreements, Charges, Liens, and Incumbrances as immediately before the Commencement of this Act affected the then existing Share in the Company for which it is substituted, and so as to give Effect to and not to revoke any Testamentary Disposition of or affecting such existing Share.

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- 21.** The Company shall call in and cancel the existing Certificates of the Shares of the Company created under the recited Act, and issue in lieu thereof Certificates of Proprietorship 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 under this Act until they shall have delivered up to the Company to be cancelled the Certificates of Shares issued to them before the Commencement of this Act, or shall have proved to the reasonable Satisfaction of the Directors of the Company the Loss or Destruction thereof.
- Company may call in and cancel existing Share Certificates, and issue new Certificates in lieu thereof.
- 22.** It shall be lawful for the Company from Time to Time, with the Consent of Three Fourths of the Votes of the Shareholders present in person or by proxy at any General Meeting or Meetings specially convened for the Purpose, to raise, by the Creation and Issue of new Ordinary and Preference Shares or Stock in their Capital, or (at the Option of the Company) by either of those Modes, such further Sum or Sums as they may think proper, not exceeding in the whole the Sum of Fifty thousand Pounds.
- Power to raise additional Capital by new Shares.
- 23.** The Company shall not issue any Share created under the Authority of this Act, nor shall any 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 in respect thereof.
- Shares not to issue until One Fifth paid up.
- 24.** One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.
- Calls.
- 25.** The Company shall not in any Year make out of their Profits any larger Dividend on the additional Share Capital of Fifty thousand Pounds to be 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 Six Pounds in respect of every One hundred Pounds actually paid of such Capital on Preference Shares, and the Company shall not in any Year make out of their Profits any larger or other Dividend on their present Share Capital of Thirty-seven thousand four hundred and forty Pounds than they might have done if the recited Act had not been repealed.
- Limit of Dividends on Capital.
- 26.** The Company may from Time to Time borrow on Mortgage in respect of their present Capital any Sums not exceeding in the whole Nine thousand three hundred Pounds, and in respect of every
- Power to borrow on Mortgage.
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Ten thousand Pounds of the additional Capital by this Act authorized any Sums not exceeding in the whole Two thousand five hundred Pounds.

Restriction
on borrow-
ing.

27. Provided, That no Part of any such Sum of Two thousand five hundred Pounds to be so borrowed shall be borrowed until the whole of the respective Ten thousand Pounds of Capital in respect of which it is to be borrowed is subscribed for, and One Half thereof is paid up, and the Company prove to the Justice who is to certify under Section 40 of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the respective Ten thousand Pounds of Capital 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 in such Ten thousand Pounds has been paid on account thereof before or at the Time of Issue or Acceptance thereof, and that the respective Ten thousand Pounds of Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that the 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.

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

28. 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 shall be made shall not be less than One thousand Pounds in the whole.

Monies bor-
rowed on
Mortgage
to have
Priority.

29. All Monies to be borrowed on Mortgage under this Act from the Time when the said Monies shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company, and all the Property from Time to Time of the Company, over all other Claims on account of any Debts to be incurred or Engagements to be entered into by them: Provided always, that such Priority shall not prejudice or affect any Claim 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 any Claim or Lien in respect of any Land taken, used, or occupied by the Company, or injuriously affected by the Exercise of any of the Powers by this Act or the recited Act conferred upon the Company.

30. All

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

Application
of Monies.

31. The Ordinary Meetings of the Company shall be held in the Months of *January* and *July* in each Year, or at such other stated Periods as shall be appointed for that Purpose by an Order of a General Meeting; and the First Ordinary Meeting shall be held in such One of those Months as occurs next after the Commencement of this Act; and the Quorum to constitute a Meeting (whether ordinary or extraordinary) shall be any Number of Shareholders holding in the aggregate not less than Two thousand five hundred Pounds in the Capital of the Company.

Ordinary
Meetings.

32. No Shareholder shall vote at any Meeting of the Company upon any Question in which he is interested in any other Way than as being a Shareholder in the Company; but nothing herein contained shall be construed to disqualify or prevent any Shareholder being One of the Improvement Commissioners, and not otherwise personally interested in any Question raised at any such Meeting, from voting upon such Question either in person or by proxy.

Shareholders
not to vote
where inter-
ested.

33. No Person being a Shareholder or having any personal Interest whatsoever in the Company shall be disqualified from being One of the Improvement Commissioners: Provided that no such Commissioner, being a Shareholder or having any personal Interest whatsoever in the Company, shall have any Vote upon any Question, Matter, or Thing which shall arise at any Meeting of the said Commissioners touching the lighting of any Roads, Streets, Lanes, Ways, public Passages or Places within the said Town, or touching any Contract, or the breaking up any Pavements, or the laying down any Main or other Pipes for the lighting thereof, or any other Matter or Thing whatsoever as between the said Commissioners and the Company; and every such Shareholder voting at any such Meeting upon any such Question, Matter, or Thing as aforesaid shall for every such Offence be liable to a Penalty of Fifty Pounds.

Rights of
Shareholders
as Improve-
ment Com-
missioners.

34. The Number of the Directors shall be Five.

Number of
Directors.

35. The Qualification of a Director shall be the Possession in his own Right of Shares in the Capital of the Company of not less aggregate Amount than Two hundred and fifty Pounds.

Qualification
of Directors.

36. Provided always, That the Company may from Time to Time, by Order of any Ordinary or Extraordinary Meeting, increase or decrease, as to the Company shall seem meet, the Qualification of the Directors, but so that the same shall not exceed Three hundred

Power to
vary Direc-
tors Quali-
fication.

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Pounds

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Pounds or be less than Two hundred Pounds in the Capital of the Company.

Quorum. **37.** The Quorum of a Meeting of Directors shall be Three.

First Directors. **38.** The Persons who immediately before the Commencement of this Act are the Committee of Management of the Company shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting held after the passing of this Act, and at that Meeting the Shareholders present in person or by proxy may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being (if qualified) eligible for Re-election; and at the Ordinary Meeting to be held in *July* every Year after the First Ordinary Meeting the Shareholders present in person or by proxy shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act.

Election of Directors.

Provision as to Spiritual Persons being Directors. **39.** And whereas the University of *Cambridge* is largely interested in the Execution of the Undertaking by this Act authorized, and it is expedient that the Heads of Colleges, Halls, and Houses, and the Bursars and Resident Fellows of Colleges, Halls, and Houses, in that University, be empowered to participate in the Management of the said Undertaking, notwithstanding that they may be Spiritual Persons: Therefore so much of any Act of Parliament as prohibits any Spiritual Person holding any Cathedral Preferment, Benefice, Curacy, or Lectureship, or who shall be licensed or allowed to perform the Duties of any Ecclesiastical Office, from acting as a Director or Managing Partner of any Association or Copartnership, or from carrying on any Trade or Dealing in Person, shall not (so far as regards the Directors named in this Act, or any Directors or Managing Partners of the Company who may hereafter be elected or appointed,) extend or apply to any Heads or Bursars or Resident Fellows of Colleges, Halls, or Houses in the said University: Provided always, that if any of the aforesaid Spiritual Persons, being a Director or Managing Partner of the Company, shall cease to be the Head or a Resident Fellow of any such College, Hall, or House in the said University, he shall thereupon become disqualified and incompetent to act as a Director or Managing Partner, and shall cease to be a Director of the Company.

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40. The Company may from Time to Time, subject to the Provisions of this Act, enter upon, take, and use all or any Part of the Lands delineated on the Plans and described in the Books of Reference deposited for the Purposes of this Act, and coloured Green on those Plans (except the Land numbered 2 on those Plans). Power to take Lands.
41. The Powers of this Act for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act. Limit of Time for compulsory Purchase.
42. The Company may from Time to Time, for the Purposes of their Undertaking, purchase by Agreement, and hold, any additional Lands which they may require for those Purposes, not exceeding in the whole Three Acres. Additional Lands.
43. Subject to the Provisions of this Act, the Company may from Time to Time make, construct, lay down, maintain, alter, or discontinue such Retorts, Gasometers, Receivers, Drains, Machinery, and other Works and Apparatus, Coal Depôts, Wharfs, Rails, Sidings, Buildings, and Conveniences, and do all such other Acts as they shall think proper for supplying Gas within the Limits of this Act, and for other the Purposes of this Act: Provided that the Company shall not erect or make any Works for the Manufacture of Gas, except upon the Lands of the Company on which their existing Gasworks are erected (which Lands are specified in the First Schedule to this Act), and on the Lands specified in the Second Schedule to this Act, or erect or make any Works for the Storage of Gas on any Lands (except those before excepted) without the Consent of the Owners, Lessees, and Occupiers of all Dwelling Houses which may be at the Time of the Erection of such Works within Three hundred Yards of such Lands. Powers as to Gasworks, &c.
44. Provided always, That nothing in this Act contained shall authorize the Company to erect, make, or use any Works for the Manufacture or Storage of Gas within Three hundred Yards of the Botanic Garden at *Cambridge*, or any public Building, Museum, Garden, Pleasure Ground, or Walks belonging to or held or occupied by the Chancellor, Masters, and Scholars of the University of *Cambridge*, without first obtaining their Consent in Writing under their Common Seal, or within Three hundred Yards of any College or Hall in the said University, or of the Precincts, Gardens, or Walks of any such College or Hall, without first obtaining the Consent in Writing of such College or Hall under their Common Seal. No Works to be erected within 300 Yards of Botanic Garden or of any College or Hall, &c.
45. Nothing in this Act contained shall authorize or empower the Company, or any Person acting on their Behalf, to carry or lay any Pipe No Pipe to be laid in any Ground
Pipe

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belonging to the University or any College, &c. without Consent.

Pipe or Pipes or other Apparatus into or against any Grounds, Buildings, or Premises belonging to the Chancellor, Masters, and Scholars of the said University, or belonging to any of the Collèges or Halls in the said University, without first obtaining the Consent in Writing of the Vice-Chancellor for the Time being of the said University, or his Deputy, under his Hand, or in case of a College or Hall without first obtaining the Consent in Writing of the Master or Keeper or Bursar for the Time being of the said College or Hall under his Hand.

Powers as to Manufacture and Supply.

46. Subject to the Provisions of this Act, the Company from Time to Time may do all such Acts as they think proper for manufacturing Gas, and for storing Gas, and for supplying Gas within the Limits of this Act, and may manufacture, store, and supply Gas accordingly, and may manufacture, sell, provide, supply, and deal in Coke, Lime, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Chemicals, and all other Products and Residuum of any Materials employed in or resulting from the Manufacture of Gas, or which can or may be compounded or produced from the Coal or other Materials employed in the Manufacture of such Gas, and may 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, and may also manufacture and sell, let, or deal in Gas Fittings, Tubes, Meters, Pipes, and all other Articles and Things in any way connected with Gasworks or with the Supply or Use of Gas, and may provide and do all such Things as they may deem expedient for the Purposes or Business of a Gas Company: 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 this Act shall not exempt the Company from being proceeded against for any Nuisance.

Power to lay Pipes against Buildings.

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

Power to Improvement Commissioners, Trustees, &c. to alter Pipes.

48. If it shall at any Time hereafter be deemed necessary or expedient by the Improvement Commissioners, or by the Trustees or other Person or Persons having the Control, Direction, or Superintendence, Right to or Property of or in the Roads, Streets, Ways, Lanes, and other public Passages and Places respectively within the Limits

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Limits of this Act, to require the Company to raise or sink or otherwise alter the Situation of any of the Pipes, Stopcocks, Plugs, or Branches which have been or shall be laid down for the Purposes of this Act, the Company shall, at their own Expense, within Ten Days next after being required so to do by Notice in Writing to them given by the said Commissioners, Trustees, or other Person or Persons as aforesaid, raise or sink or otherwise alter such Pipes, Stopcocks, Plugs, or Branches according to such Notice, and in default thereof it shall be lawful for the said Commissioners, Trustees, or other Person or Persons aforesaid to cause such Pipes, Stopcocks, Plugs, or Branches to be raised, sunk, or otherwise altered, and the reasonable Cost and Charges of doing the same shall be immediately thereafter paid by the Company; and if such Costs and Charges shall not be paid by the Company within Fourteen Days next after Demand shall be made in Writing by the said Commissioners, Trustees, or other Person or Persons as aforesaid, or after such Demand shall be made by any Person acting by or under their or his Authority respectively, Proof of such Demand being made by the Oath of One credible Witness before any Justice of the Peace, all such Cost and Charges shall and may be levied and recovered by the said Commissioners, Trustees, or other Person or Persons as aforesaid by Distress and Sale of the Goods and Chattels of the Company, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal of any Justice of the Peace, which Warrant any Justice is hereby empowered to grant; provided that if by raising, sinking, or altering any of the said Pipes, Stopcocks, Plugs, or Branches any Damage shall be done to the same by the said Commissioners, Trustees, or other Person or Persons as aforesaid, then and in every such Case such Damage shall be made good to the Company, and the Costs, Charges, and Expenses thereof shall be paid to the Company by the said Commissioners, Trustees, or other Person or Persons as aforesaid, and recovered in the same Manner as any Penalty is or may be recoverable under the Provisions of this Act or any Act therewith incorporated.

49. The Branch or Service Pipes which are or shall be put down by the Company for lighting with Gas the Roads, Streets, Ways, Lanes, and other public Passages and Places within the Limits of this Act under any Contract or Agreement shall be kept fully charged with Gas under a Pressure of not less than Seven Tenths of an Inch of Water, and the Stopcocks shall be so formed and turned as not to impede or prevent the said Branch or Service Pipes being completely filled with Gas during the Time the same shall be lighted.

50. The Company shall well and effectually light all public Lamps in all Streets which they are required by the Improvement Commissioners

[Local.]

13 G

sioners

Public Service Pipes to be kept fully charged.

Company to light Streets when re-

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quired by
Improve-
ment Com-
missioners.

sioners to light, and shall, according to the Terms of their Contract, supply to the Improvement Commissioners as much Gas as they require for their public Lamps, provided that the Company shall not be compelled to light any Street with Lamps at a greater Distance from each other than Seventy-five Yards.

Improve-
ment Com-
missioners
may provide
their own
Lamps, &c.

51. The Improvement Commissioners may provide and keep in repair their own public Lamp Posts and Lamps, and so long as they burn the Gas by Meter may light and extinguish their Lamps, and defray the Expenses thereof.

Gas Com-
pany to pro-
vide Pipes
and supply
Gas and
Meters at
prescribed
Rents.

52. The Company shall, as to any Premises or Street within the Limits of this Act not already supplied with Gas, and which shall lie within Fifty Yards of any existing Mains, at their own Expense, on being required by the Owner or Occupier of any Premises within the said Limits who shall contract for not less than Two Years to pay Gas Rates in respect of such Supply to an Amount equal to Twenty *per Centum* upon the Outlay, provide and lay all proper and sufficient Communication, Service, and other Pipes, up to the Premises of such Owner or Occupier, to communicate with the Company's Mains, and shall, if so required by the Owner, Occupier, or Local Authority, furnish him or them, at the Rate prescribed by this Act, with a Supply of Gas for the Purpose of being used in or on the Premises, or for lighting the Street, and, if so required by the Owner or Occupier, furnish him with One or more Meters for ascertaining the Quantity of Gas consumed; provided that the Gas Company shall not be bound to supply more than One Meter for each Consumer occupying a separate Dwelling or Apartment, nor any Meter exceeding a Five-light Meter; provided also, that the Meter Rent which the said Company shall be entitled to claim for such Meter shall not exceed Ten *per Centum* on the net Cost of such Meter.

Security to
be given to
Gas Com-
pany, if re-
quired.

53. Provided, That the Owner or Occupier, if so required in Writing by the Gas Company or any of their Officers, shall, before he is entitled to have the Pipes provided and laid, or to have a Supply of Gas or of Meters furnished, give to the Gas Company such Security for the Payment of the Rate for the Gas to be supplied to him, and of the Meter Rent for every Meter to be supplied to him, as he and the Gas Company agree on.

Differences
as to Security
to be deter-
mined by a
Justice.

54. Provided, That if the Owner or Occupier and the Gas Company cannot agree thereon, the Security to be given shall be determined by a Justice; and any single Justice shall, on the Application of the Owner or Occupier and the Gas Company, or either of them, determine the Nature and Amount of the Security to be given; and the Security may,

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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 and final; provided that if the Security be the Deposit with the Company of a Sum of Money, the Company shall pay Interest thereon to the Consumer at such Rate as the Justice shall determine.

55. If the Company, not being entitled to require or not having required any Security, wilfully fail for Seven Days after being thereunto required in Writing by the Consumer, or, where the Security agreed on or determined by the Justice is given, shall wilfully fail for Fourteen Days thereafter, to provide and lay all proper and sufficient Communication; Service, and other Pipes, or to furnish a Supply of Gas, or to furnish any Meter, pursuant to the Provisions of this Act, then and in every such Case the Gas Company shall, on a summary Conviction before a Justice, forfeit and pay to the Consumer not exceeding Forty Shillings for every Day after the Expiration of Seven or Fourteen Days respectively during which the Failure continues.

Penalty on Gas Company failing to provide Pipes or supply Gas or Meters.

56. Every Consumer of Gas supplied by the Company shall, on being required by the Company so to do, consume the Gas by Meter, but any Consumer shall be at liberty to provide his own Meter.

Consumers may be required to consume by Meter.

57. 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, and in default thereof 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, and the Expense of the taking off, Removal, testing, inspecting, and replacing shall (if the Meter be found in proper Order and proper and sufficient in all respects) be borne by the Company, but otherwise by the Consumer.

Repair of Meters.

58. From and after the Thirteenth Day of August One thousand eight hundred and sixty-nine, 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 Consumer or Consumers of such Gas.

After 13th August 1869 all Meters to be stamped.

59. The

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

59. 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.

Fraudulently
injuring
Meters, &c.

60. If any Person shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Pipe, Main, Meter, or Fitting or other Thing connected therewith belonging to the Company, or shall alter the Index to any Meter, or fraudulently alter any Part of such Meter or any Pipe connected therewith, or in any way fraudulently, wilfully, or knowingly prevent such Meter from duly registering the Quantity of Gas supplied, or by any Means fraudulently abstract, 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.

Power to re-
move Meters
and Fittings.

61. The Company may, 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, other than the Neglect or Default of the Company, be discontinued, 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 remove such Pipes, Meters, or Fittings, repairing all Damage caused by such Entry or Removal; and every such Notice shall be served by being delivered to the Person for whom it is intended, or left at his usual or last known Place of Abode; provided that if the Owner or Lessee of any such unoccupied Land, House, or Building, or his Place of Abode, be unknown to the Company, and cannot after due Inquiry be discovered, the Notice may be given by affixing
it

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it for Three Days on some conspicuous Part of the Land, House, or Building.

62. If in carrying into execution any of the Powers by this Act granted any Injury or Damage shall be done or committed by the Company, their Officers, Servants, Agents, or Workmen, to any of the Pipes, Branches, Apparatus, Materials, or Things already or hereafter to be laid down by any Waterworks Owners (including in that Term as well the *Cambridge University and Town Waterworks Company* as every other Body Corporate, Politic, or Collegiate, Trustees, Commissioners, and Person owning or having the Control of Waterworks or Water Pipes used for supplying Water within the Limits of this Act,) for the Purposes of such Supply, either by removing or disturbing the Ground in, upon, or near to which the same is or are placed, or by the Compression or subsequent settling or lowering of the same at any Time afterwards, or otherwise, the Company shall, at their own Expense and Charges, within Twenty-four Hours next after Notice in Writing given to them by the Waterworks Owners, or their Secretary, Clerk, Bursar, or Solicitor, cause such Pipes, Branches, Apparatus, Materials, and Things to be well and effectually repaired and amended, and also pay to the Waterworks Owners the Amount of all Damages or Loss which may accrue from the Escape or Waste of Water by reason of any such Injury or Damage, and in default or neglect thereof the Waterworks Owners are hereby authorized to cause such Pipes, Branches, Apparatus, Materials, and Things so injured or damaged as aforesaid to be effectually repaired, amended, and made good, and the reasonable Costs and Charges attending the same, together with the Amount of all Damage or Loss which may accrue to the Waterworks Owners from such Waste or Escape of Water as aforesaid, shall be defrayed and paid by the Company, or their Secretary or Clerk, to the Waterworks Owners, the same having been ascertained and settled, in case of Dispute concerning the same, by any Justice, not being a Proprietor of any Share in either of the said Companies, which Determination shall be final and conclusive; and the Amount of such Expenses, Damages, and Loss, together with such Costs and Charges as shall be by such Justice allowed, shall be levied by Warrant of Distress under his Hand and Seal upon the Goods and Chattels of the Company, or by Action of Debt in any Court of competent Jurisdiction; in which Action the Determination of the said Justice shall be conclusive Evidence of the Right of the Waterworks Owners to recover in such Action.

Provision in case of Injury to Pipes of Waterworks Owners.

63. The Company shall give to the Waterworks Owners, or their Secretary, Clerk, Bursar, or Solicitor, at least Twenty-four Hours previous Notice in Writing before the Company shall dig or sink any

Notice to be given to Waterworks Owners

[Local.]

13 H

Trench

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before Pipes
interfered
with.

Trench or open any Street or Ground for laying down any Main Pipes or other Apparatus, under the Powers of this Act, nearer than the Distance by this Act prescribed to any Pipes, Branches, Apparatus, Materials, or Things of any Waterworks Owners, which Notice shall state the Time and Place at which the Company intend to commence Operations, and the Direction in which they intend to proceed, and that the Company intend to cross or approach the Pipes, Branches, Apparatus, Materials, and Things of the Waterworks Owners, or some Part thereof, and in default of such Notice being given the Company shall forfeit for every such Offence any Sum not exceeding Ten Pounds, to be levied or recovered as aforesaid.

As to laying
down Gas
Pipes in re-
ference to
Position of
Water Pipes.

64. All Pipes which shall hereafter be laid or used by the Company for the Conveyance of Gas within the Limits of this Act shall be laid, whenever the Width of the Carriage or other Way will allow thereof, at the Distance of Four Feet from the nearest Part of any Water Pipe of any Waterworks Owners, except in any Case in which it may be unavoidably necessary to lay any Gas Pipe across any such Water Pipe, in which Case the said Gas Pipe shall be laid over or under such Water Pipe, as the Case may require, at the greatest practicable Distance therefrom, and shall therewith form a Right Angle, or as nearly as may be practicable, and in such Case the Gas Pipe so crossing the Water Pipe shall be at least Nine Feet in Length, and be so placed that no Joint of any such Gas Pipe shall be nearer to any Part of such Water Pipe than Four Feet, and in laying down the said Gas Pipes the Company shall in no Case join Two or more Gas Pipes together previously to their being laid in the Trench, but shall lay each Pipe as near as may be in its Place in the Trench, and shall in such Trench properly form the Jointing of such Pipe with the other Pipes connected therewith with proper and sufficient Materials, and shall also make and keep all such Pipes, and all Pipes connected or communicating therewith, and all the Screws, Joints, or Openings therein respectively, perfect, to prevent the Gas from escaping therefrom, on pain of forfeiting and paying any Sum not exceeding Five Pounds for every such Default or Offence, to be levied or recovered as aforesaid.

Gas Pipes to
be marked
so as to dis-
tinguish
them from
Water Pipes.

65. The Mains and Pipes of the Company shall have a distinguishing Mark on the upper Surface thereof of not less than One Quarter of an Inch in Thickness, so that the same may be readily distinguished from the Mains or Pipes of all Waterworks Owners; and in case the Company shall lay down any Mains or Pipes not having such distinguishing Mark, the Company shall forfeit and pay the Sum of Twenty Shillings for every Length of Nine Feet of Pipe laid contrary to the Directions aforesaid, such Sum to be recovered at the Instance of the Waterworks Owners, or their Secretary, Clerk, or
Solicitor

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Solicitor for the Time being, for the Use of and to be paid over when so recovered to the Treasurer of the said Borough of *Cambridge*.

66. All the Gas supplied by the Company shall be of such illuminating Power as to produce from an Argand Burner having Fifteen Holes and a Seven-inch Chimney, and consuming Five Cubic Feet of Gas *per Hour*, a Light equal in Intensity to the Light produced by Fourteen Sperm Candles of Six in the Pound burning One hundred and twenty Grains *per Hour*; and all such Gas shall be so far free from Ammonia and Sulphuretted Hydrogen that it shall not discolour either Turmeric Paper or 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 Grains of Sulphur in any Form, as ascertained by Dr. *Letheby's* Test, in One hundred Cubic Feet of Gas.

As to Quality of Company's Gas.

67. The Company shall, within Six Months after the Commencement of this Act, cause to be erected in the Guildhall of the Borough of *Cambridge* an Experimental Meter furnished with an Argand Fifteen-hole Burner and a Seven-inch Chimney, or other approved Burner and Chimney capable of consuming Five Cubic Feet of Gas *per Hour*, with other necessary Apparatus, so situated and arranged as to test the illuminating Power and Purity of all the Gas of the Company, and shall at all Times keep and maintain the Experimental Meter and Apparatus in good Repair and working Order.

Company to erect a Meter to test illuminating Power of Gas.

68. It shall be lawful for any Two Justices, on the Application of any Consumers of the Gas of the Company, not being less than Five in Number, or for the Corporation or the Improvement Commissioners, by Order in Writing, to appoint some competent Person to test the illuminating Power and Purity of the Gas, and the Person so appointed may at any reasonable Hour in the Daytime, on producing the said Order, enter the Premises of the Company, and in the Presence of the Manager or other Officer of the Company make Experiment of the illuminating Power or Purity of the Gas by means of such Experimental Meter and other Apparatus, and the Company and their Officers shall afford all reasonable Facilities and Assistance to the making of such Experiment; and if it shall be proved to the Satisfaction of any Two Justices, 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 such Gas when so tested as aforesaid discoloured the Test Papers, or contained more than Twenty Grains of Sulphur in One hundred Cubic Feet of Gas, or that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered

Power to test the illuminating Power of the Gas.

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hindered or prevented the making of such Experiment, in any such Case the Company shall forfeit such Sum not exceeding Twenty Pounds as the Justices shall determine.

Costs of Experiment by whom to be paid.

69. 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 the Justices, and in the event of any Penalty being imposed on the Company shall be paid, together with such Penalty, by the Company, but in the event of no Penalty being imposed on the Company then the Costs shall be paid by the Consumers, or (as the Case may be) by the Corporation or the Improvement Commissioners.

Payment of Costs incurred by Corporation or Improvement Commissioners.

70. Any Costs or Expenses paid or incurred by the Corporation or the Improvement Commissioners under or with respect to the Provisions of this Act may be paid by the Corporation out of the Borough Rate, or by the Improvement Commissioners out of their Rates or Funds.

Maximum Price of Gas.

71. The maximum Price at which Gas shall be sold by the Company to all Persons who shall burn the same by Meter shall not exceed Four Shillings *per* One thousand Cubic Feet.

Incoming Tenant not liable to Arrears of Rent.

72. 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 exonerate him from the Payment of the Arrears.

Sums disputed may be recovered by Distress.

73. All Sums of Money due to the Company for the Supply of Gas, or for the Sale, Hire, or fixing of Meters or Fittings, and all Damages, Costs, and Expenses by this Act directed to be paid, may (whether the Amount be disputed or not) be levied by Distress (the Party in default being first duly summoned), and any Justice, on Application, may issue his Warrant accordingly.

Contents of Warrant.

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

Warrant shall include Costs.

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

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Justice, and shall be included in the Warrant of Distress for the Recovery of such Money.

76. Whenever any Person neglects to pay any Rate, Rent, or other Sum due to the Company, the Company may recover the same, with full Costs of Suit, in any Court of competent Jurisdiction for the Recovery of Debts of the like Amount, and the Remedies of the Company under this Enactment shall be in addition to their other Remedies in that Behalf.

Recovery of Sums due to Company.

77. The Company shall, within One Year after the passing of this Act, cause a Map to be made of the District within which their Mains or District Mains then lie, on a Scale not less than Six Inches to a Mile, and shall cause to be marked thereon the Line of all their then existing Mains and District Mains, and shall once in every Year correct such Map, and make such Additions thereto as will show the Line of all their then Mains and District Mains as aforesaid.

Company to cause Map of their District to be made.

78. Every Map or a Copy thereof so made by or for the Company, with the Date expressed thereon of the last Time when it was so corrected, shall be deposited, certified by their Secretary or Clerk by Writing under his Hand to be a true Copy thereof, with the Clerk of the Peace for the County of *Cambridge*, and who is hereby required to receive and keep in safe Custody the same, and such Map so deposited shall at all reasonable Times be open to the Inspection of all Local Authorities and Consumers and their respective Agents, and they respectively may take Copies of or Extracts from the same; and if the Company wilfully fail to comply with any of the Requirements of this Act with respect to Maps, and every Person having charge of such Maps who shall refuse to allow any Person to inspect and take Copies of or Extracts from such Maps, shall for every such Offence forfeit a Sum not exceeding Ten Pounds.

As to Deposit and Inspection of the Maps.

79. The Clerk of the Peace with whom any Map shall be deposited under the Provisions of this Act may charge and take the Sum of One Shilling for every Inspection of such Map, and the further Sum of Two Shillings and Sixpence for every Extract from or Copy taken of such Map.

Charge for Inspection of Maps.

80. 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 therewith shall be deemed several Acts.

Penalties not cumulative.

81. No Justices or Judge of any County Court or Quarter Sessions shall, except as is by this Act otherwise provided, be disqualified from acting

Liability to Gas Rent not to disqualify Justices.

The Cambridge University and Town Gas Act, 1867.

acting in the Execution of this Act by reason of his being liable under this Act to any Rate, Rent, or Charge under this Act.

Jurisdiction
of Court of
Quarter
Sessions.

82. The Court of Quarter Sessions for the Borough of *Cambridge* shall have the sole Jurisdiction in all Matters which are to be heard or decided by Courts of Quarter Sessions under this Act or the Acts incorporated therewith.

Account to
be trans-
mitted to the
Clerk of the
Peace for the
Borough of
Cambridge,
&c.

83. The annual Account to be prepared by the Company under the Thirty-eighth Section of "The Gasworks Clauses Act, 1847," shall show the actual State and Condition of the Concerns of the Company under each separate Head of Receipt and Expenditure respectively, and a Copy of such annual Account shall be transmitted free of Charge to the Clerk of the Peace for the Borough of *Cambridge* and the Town Clerk of the said Borough in the same Manner and under the same Penalty for Default as is provided in the Thirty-eighth Section of "The Gasworks Clauses Act, 1847," with respect to the Copy of the Account thereby required to be transmitted to the Clerk of the Peace for the County in which the Gasworks are situate.

Power for
Company
and Great
Eastern Rail-
way Com-
pany to
arrange as to
a Coal De-
pôt, &c.

84. The Company and the *Great Eastern Railway Company* may from Time to Time enter into and carry into effect all such Arrangements as they mutually think fit for or with respect to the making or laying down by or for the Company, on any Lands adjoining the *Great Eastern Railway* which the Company acquire under the Authority of this Act, of a Dépôt for Coal and other Things, and of Wharves, Platforms, and other Conveniences, and of Rails to connect the same with the said Railway.

Power of
Commission-
ers of Pave-
ments, &c.
not to be
affected.

85. Provided always, That nothing in this Act contained shall have the Effect of depriving the Improvement Commissioners or their Successors, or any Commissioners who for the Time being shall have the Control, Direction, or Management of the paving, cleansing, and lighting, or otherwise improving of the Town of *Cambridge* or any Part thereof, under the Authority of any Act or Acts of Parliament which now is or are or which at any Time hereafter shall be in force for that Purpose, or any other Person or Persons, of any Right, Power, or Authority which they or any of them possess, or of interfering with any Right, Power, or Authority which they or any of them may hereafter acquire, of lighting the Streets, Ways, Lanes, Passages, Roads and other public Places within the said Town and Precincts thereof in any Manner they or any of them shall think proper, or to defeat, abridge, alter, or obstruct, or in any other Manner interfere with, the Rights, Powers, and Authorities of the said Commissioners, or to remove any of the Disabilities or Restrictions

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tions or to take away any of the Penalties or Forfeitures contained in the said Acts of Parliament or imposed thereby, but the said Acts of Parliament, and all and every the Matters, Powers, Authorities, Privileges, Disabilities, Restrictions, Provisions, Articles, Rules, Enactments, Penalties, Forfeitures, and Clauses therein contained shall be and continue in full Force and Effect, to all Intents and Purposes whatsoever, (so far as the same are not expressly varied, altered, or affected by the Provisions in this Act contained,) in such and the like Manner as if this Act had not been passed.

86. Except as in this Act otherwise expressly provided, nothing in this Act contained shall extend or be construed or deemed to extend to extinguish, abridge, interrupt, prejudice, or in any Manner affect any of the Rights, Powers, Privileges, or Authorities of the *Cambridge University and Town Waterworks Company*.

Saving
Rights of
Cambridge
University
and Town
Waterworks
Company.

87. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to the Chancellor, Masters, and Scholars of the said University of *Cambridge* and their Successors, the several Bodies Politic, Corporate, Collegiate, or Sole of the said University and their Successors, the Mayor, Aldermen, and Burgesses of the Borough of *Cambridge* and their Successors, and to all and every other Person and Persons whomsoever, their respective Rights, Privileges, and Franchises (except those conferred by the Act repealed by this Act) which they or any of them had and enjoyed before the passing of this Act, or could or might have had or enjoyed if the same had not been passed, anything herein contained to the contrary thereof in anywise notwithstanding.

General
Saving.

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

Expenses of
Act.

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The FIRST SCHEDULE referred to in the foregoing Act.

A Field situate in the Parish of Saint Andrew the Less in the Borough of Cambridge belonging or reputed to belong to the Cambridge Gaslight Company, and now occupied by them and John Clarkson Major, containing Two Acres Two Roods and Twenty Perches (more or less), bounded on the North and East by Land now or late of Thomas Hall Fisher, Esquire, on the South by Land and Premises now or late of the Trustees of the Marriage Settlement of William Emmanuel and Elizabeth Sprackling, and on the West by River Lane.

The SECOND SCHEDULE referred to in the foregoing Act.

A Field situate in the Parish of Saint Andrew the Less in the Borough of Cambridge belonging or reputed to belong to Thomas Hall Fisher, Esquire, and now occupied by the Cambridge Gaslight Company and William Gee, bounded on its South-westward Side by the Works and the Premises (specified in the First Schedule to this Act) of the Cambridge Gaslight Company, on its North-eastward Side by a private Road leading from the Cambridge and Newmarket Turnpike Road to the River Cam, on its Westward and North-westward Sides by a Brick Yard belonging or reputed to belong to the said Thomas Hall Fisher, and occupied by Francis Thoday and William Clayton, and on its South-eastward Side by Lands belonging or reputed to belong to the Representatives of the late Reverend James Geldart, Doctor of Civil Law, and occupied by James Preston the elder.

An Enclosure, with a Garden and House and Outbuildings thereon, situate in the said Parish of Saint Andrew the Less, belonging or reputed to belong to the Trustees of the Marriage Settlement of William Emmanuel and Elizabeth Sprackling, and now occupied by the said William Emmanuel Sprackling, bounded on its South-westward Side by River Lane, on its North-eastward Side by Land belonging or reputed to belong to the said Representatives of the late Reverend James Geldart, Doctor of Civil Law, and occupied by James Preston the elder, on the North-westward Side by the Works and the Premises (specified in the First Schedule to this Act) of the said Cambridge Gaslight Company, and on the South-eastward Side by Lands belonging or reputed to belong to William Francis, William Collings, and James Preston, and occupied by the said William Francis, John Cleaver, Mary Ann Picken, Robert Sutton, Thomas Buck, James Poole, and the said James Preston, all which Lands and Property are situate in the Parish of Saint Andrew the Less in the Borough of Cambridge in the County of Cambridge.

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