



ANNO VICESIMO OCTAVO

# VICTORIÆ REGINÆ.

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## *Cap. lxxvi.*

An Act for incorporating and granting other Powers to “The *Drighlington and Gildersome Gaslight Company.*” [2d June 1865.]

**W**HEREAS in the Year One thousand eight hundred and fifty-four certain Persons formed themselves into a Company under the Name of “The *Drighlington and Gildersome Gaslight Company,*” for the Purpose of supplying the Township and Neighbourhood of *Drighlington* in the Parish of *Birstal* and the District of *Gildersome* in the Parish of *Batley*, all in the West Riding of the County of *York*, and the Inhabitants of the same, with Gas, and generally of carrying on the Business usually carried on by Gas Companies: And whereas the Company were constituted by a Deed of Settlement bearing Date the Twenty-ninth Day of *December* One thousand eight hundred and fifty-four, and on the Fifth Day of *November* One thousand eight hundred and fifty-six were completely registered under “The Joint Stock Companies Act, 1856:” And whereas the Company have constructed Gasworks at *New Lane Bottom, Cockersdale*, in the Township of *Drighlington* in the Parish of *Birstal* aforesaid, and also laid down Main and other Pipes in the Streets and Thoroughfares of the said Township of *Drighlington* and the District of *Gildersome* aforesaid, and they now

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supply

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supply the said Township and District and the Inhabitants thereof with Gas, and carry on the other Business of a Gas Company: And whereas the present Capital of the Company is Fifteen thousand Pounds, divided into Three thousand Shares of Five Pounds each, which has all been paid up, and they have in addition thereto borrowed on Mortgage and now owe Nine hundred Pounds: And whereas the Population, Manufactories, and other Buildings, and the Collieries in *Drighlington, Gildersome*, and the Neighbourhoods thereof have of late Years greatly increased, and the Company require further Capital and Powers to enable them effectually to carry into effect their Undertaking, and to supply Gas within the Limits herein-after mentioned: And whereas the Purposes 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:

Short Title. 1. In citing this Act for any Purpose whatever it shall be sufficient to use the Expression "*The Drighlington and Gildersome Gas Act, 1865.*"

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

2. "The Companies Clauses Consolidation Act, 1845," Parts I., II., and III. of "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," shall, subject to the Provisions of this Act, be incorporated with and form Part of this Act: Provided always, that the Company shall not be authorized to purchase or take any Lands otherwise than by Agreement.

Interpretation of Terms.

3. In construing the incorporated Acts respectively for the Purposes of this Act, and in construing this Act, the Words and Expressions herein mentioned or referred to shall have the Meanings hereby assigned to them respectively, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "the old Company" shall mean the Company or Copartnership as constituted and existing immediately before the passing of this Act:

The Expressions "the Company," "the Promoters of the Undertaking," and "the Undertakers" shall respectively mean the Company incorporated by this Act:

The Expression "the Special Act" shall mean this Act:

The Expressions "the Works," "the Gasworks," and "the Undertaking" shall respectively mean and include the Gasworks and

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and Works connected therewith by this Act vested in or authorized to be made or maintained by the Company, and the Estate, Right, Title, Property, Privileges, and Effects of the Company :

The Expressions " Superior Court " and " Court of competent Jurisdiction " and any other like Expression 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 :

Other Expressions and Words to which in the incorporated Acts Meanings are assigned shall respectively have the same Meanings in this Act.

4. The Limits of this Act shall be and include the Township of *Drighlington* in the Parish of *Birstal*, the Township or District of *Gildersome* in the Parish of *Batley*, the Lordship, Liberty, or Township of *Tong* in the Parish of *Birstal* aforesaid, the Districts or Hamlets of *East Bierley* and *Toftshaw* in the Township of *Huns-worth* in the Parish of *Birstal* aforesaid, and so much and such Part of the *Leeds, Bradford, and Halifax Junction* Railway as lies in the Township of *Gomersal* in the Parish of *Birstal* aforesaid, and so much and such Part of the said Township of *Gomersal* as is situate on the North or North-east Side of the said Railway, all in the West Riding of the County of *York*, excepting nevertheless out of the Limits of this Act so much and such Part of the said *Leeds, Bradford, and Halifax Junction* Railway, and also so much and such Part of the said Township of *Gomersal*, as are situate or lie within the Boundary of the District of *Birstal* in the Parish of *Birstal* aforesaid, as settled for the Purposes of the Local Government Act, 1858.

Limits of Act.

5. From and after the passing of this Act the old Company shall be dissolved and cease to exist, and the several Persons and Corporations who immediately before the passing of this Act were Proprietors of Shares in that 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 *Drighlington and Gildersome* Gaslight Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and may sue and be sued at Law and in Equity, and shall have Power from Time to Time to purchase, take on Lease, or rent and hold and sell Lands for the Purposes of the said Undertaking, subject to the Restrictions and Provisions herein and in the said incorporated Acts contained:

Incorporation of Company.

6. The

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General  
Purposes  
of the  
Company.

6. The Company shall be established for the Purpose of manufacturing Gas produced from Coal or other Material, and supplying and lighting with Gas so produced the several Turnpike Roads, Highways, public and private Roads, Streets, Lanes, Thoroughfares, Squares, Courts, Alleys, and public or private Passages or Places, and also the several Churches, Chapels, Shops, Taverns, private Houses, Manufactories, Warehouses, and other Buildings, and the Collieries within the Limits of this Act, and also for the dealing in Coke, Coal, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Oil, and other Matters, the Residuum or Product of any Coal or other Material which may be employed in the Manufacture of such Gas, and also for making or converting Tar, Pitch, Ammoniacal Liquor, and any other Residuum or Product into Dyewares or other Material, and for dealing in the same, and also for manufacturing, buying, hiring, letting, selling, and dealing in Gas Fittings, Tubes, Meters, Pipes, and all other Articles and Things in any way connected with Gasworks, or with the Supply of Gas to the Consumers thereof, in such Manner as the Company may think proper.

Present  
Property  
vested in  
Company  
incorporated  
by this Act.

7. Subject to the Provisions of this Act, all the Lands, Gasworks, Erections, Buildings, Rights, and Easements which immediately before the passing of this Act were vested in the old Company, or any Person in trust for them or on their Behalf, or to which the old Company were in anywise entitled, either at Law or in Equity, and all Mains and Pipes, Plant, Plugs, Lamps, Irons, Retorts, Gauges, Meters, Lamp Posts, Syphons, Apparatus, Stock, Effects, Matters, and Things which have been by them purchased or provided, laid down, erected, or placed in any Place or House within the Limits of this Act, or which immediately before the passing of this Act were the Property of or belonged to the old Company, and all Monies, Securities, Credits, Effects, and other Property whatsoever which immediately before the passing of this Act belonged to the old Company, or to any Trustees on their Behalf, and the Benefit of all Contracts and Engagements entered into with and on behalf of the old Company, and immediately before the passing of this Act in force, shall be and the same are hereby vested in the Company to the same Extent and for the same Estate and Interest as the same were previously to the passing of this Act vested in the old Company or any Trustees on their Behalf, and may, according to the Provisions of this Act, be held and enjoyed, sued for and recovered, maintained, altered, discontinued, removed, dealt with, and disposed of by the Company as they think fit.

Deed of  
Settlement  
to be void,  
without

8. Subject to the Provisions of this Act, the existing Deed of Settlement and all Alterations of the same, and all Instruments supplemental or accessory thereto, shall as to any future or prospective  
Operations

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Operations thereof, from and after the passing of this Act, be wholly void and of none Effect, and the Company shall be exempted from all the Provisions, Restrictions, and Requirements of any Act concerning Joint Stock Companies which applied to the old Company, and the several Persons who shall have executed the same Deed, or any Deed supplemental or accessory thereto, and their Heirs, Executors, and Administrators, shall immediately from and after the passing of this Act stand and be by virtue thereof released and discharged from any future Obligation to observe, perform, abide by, fulfil, or conform to the said Deed of Settlement, or the Covenants or Agreements therein contained, or any Alterations of the same, or any or either of them respectively; but nothing herein contained shall release or discharge any Person from any Liability or Obligation in respect of any Breach of the Provisions of any such Deed incurred before the passing of this Act, but such Liability or Obligation in respect of any such Breach shall continue, and, save as herein otherwise provided, may be enforced by or on behalf of the Company as nearly as may be in like Manner as the same might have been enforced by or on behalf of the old Company if this Act had not been passed.

prejudice to Remedies for antecedent Breaches thereof.

9. Provided always, That it shall be lawful for the Company to waive or dispense with the Enforcement of or Compliance with the Provisions of the said Deed of Settlement, or any Instrument supplemental or accessory thereto, or any or either of them, 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 Deeds, or any or either of such Provisions.

Company may waive antecedent Breaches or not, at their Discretion.

10. Notwithstanding the Incorporation of the Company, and the Avoidance of the said Deed of Settlement, and of the Alterations thereof, and of all Instruments supplemental or accessory thereto by this Act, and except as is by this Act otherwise expressly provided, everything before the passing of this Act done or suffered by or with reference to the old Company, or the Shareholders therein in that Capacity, shall be as valid as if the Company had not been incorporated, and the said Deed and Alterations had not been avoided by this Act, and such Incorporation and Avoidance and this Act respectively shall accordingly be subject and without Prejudice to everything so done or suffered, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Company were not incorporated and the said Deed and Alterations were not avoided by this Act, and this Act were not passed, would be incident to or consequent on any and every thing so done or suffered; and with respect to all such Rights, Liabilities, Claims, and Demands the Company shall to all Intents and Purposes represent the old Com-

Nothing to affect previous Rights and Liabilities.

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pany, and the Shareholders therein in their Capacity of Shareholders ; Provided always, that the Generality of this Enactment shall not be restricted by any of the other Clauses and Provisions of this Act.

Contracts  
prior to Act  
to be binding.

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

Actions, &c.  
not to abate.

**12.** Nothing in this Act contained shall release, discharge, or suspend any Action, Suit, or other Proceeding at Law or in Equity which was pending by or against the old Company, or any Member or Shareholder thereof, in relation to the Affairs of the old Company, or to which the old Company or any Member or Shareholder thereof in relation to such Affairs were Parties, immediately before the passing of this Act, but 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 or in favour of or against the old Company, or any Member or Shareholder 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.

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

**13.** If any Judgment, Decree, or Order 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, Decree, or Order shall not, after due Diligence for that Purpose has been used, be fully satisfied out of the Property and Effects of the Company, then and in every such Case such Judgment, Decree, or Order 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, and who shall be legally responsible in respect of such Debt or Liability, 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, in the same Manner in all respects as if this Act had not been passed.

**14.** Every

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14. Every Person against whom or against whose Property or Effects Execution upon any such Judgment, Decree, or Order as aforesaid shall have been enforced 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 shall be entitled to Contribution 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, Decree, or Order obtained against the Company might also have been enforced under the preceding Section, and such Contribution may be recovered from such Persons as aforesaid in like Manner as Contribution in ordinary Cases of Partnership.

Reimburse-  
ment of  
Shareholder  
in such Case.

15. Every Trustee or other Person in whom or in whose Name any Lands, Works, Buildings, Easements, Rights, Property, or Effects belonging to the old Company were vested immediately before the passing of this Act, and who (being duly authorized so to do) entered into any Bond, Covenant, Contract, or Engagement in respect of the same or otherwise on behalf of the old Company, shall be indemnified and saved harmless, out of the Funds or Property of the Company, from and against all the Liability, Loss, Costs, Charges, and Expenses which he may sustain, incur, or be put unto by reason or in consequence of his having entered into any such Bond, Covenant, Contract, or Engagement.

Trustees of  
old Com-  
pany to be  
indemnified.

16. All Powers, Provisions, Matters, and Things reserved, contained, or granted in or by any Act of Parliament to or for the Benefit of the old Company, and not since repealed, shall, notwithstanding the Re-incorporation of the said Company by this Act, be of the like Force, Operation, and Effect, and shall attach to and be exercised and enforced by the Company incorporated by this Act, in as full and effectual a Manner to all Intents and Purposes whatsoever as if the same had in and by such Act of Parliament as aforesaid been expressly reserved, contained, or granted to or in favour of the Company incorporated by this Act.

Provisions in  
Acts of  
Parliament  
in favour of  
old Company  
may be en-  
forced, not-  
withstanding  
Incorporation  
of the  
Company.

17. From and after the passing of this Act, and except as is by this Act otherwise expressly provided, the Company shall in all other respects be subject to and shall satisfy or discharge all Obligations and Liabilities to which the old Company immediately before the passing of this Act were or but for this Act would become subject, and shall indemnify the Shareholders, Directors, Officers, and Servants of the old Company, and their respective Representatives, from all such Obligations, Liabilities, and Expenses, and all Costs in that Behalf.

Company to  
satisfy Liabi-  
lities of old  
Company.

18. All

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Gas Rates,  
&c. to be  
recovered.

**18.** All Gas Rates, Rents, and Sums of Money which immediately before the passing of this Act were due and payable or accruing to the old Company shall be payable to and may be collected and recovered by the Company in like Manner as if they had become payable for the like Matters supplied or done under this Act.

As to Pay-  
ment of  
Debts owing  
before pass-  
ing of Act.

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

Certificates,  
&c. to  
remain in  
force.

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

Officers to  
continue  
until  
removed.

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

Capital.

**22.** The Capital of the Company shall be Fifteen thousand Pounds Stock, and shall be divided as herein-after mentioned, subject nevertheless to the Augmentation of such Capital as herein-after mentioned.

Existing  
Shareholders  
to be entitled  
to corre-  
sponding  
Amount of  
Capital  
Stock under  
this Act.

**23.** Every Person who immediately before the passing of this Act was possessed of or entitled to any Share or Shares in the Capital of the old Company shall in respect thereof be possessed of or entitled to a Portion of the said Capital Stock of like nominal Amount as such Share or the aggregate Amount of such Shares, without making any Payment in respect of the same, and such respective Amounts of Capital Stock shall vest in such Persons accordingly, and shall be  
subject



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subject and liable to the same Trusts, Powers, Provisions, Declarations, Agreements, Charges, Liens, and Incumbrances as immediately before the passing of this Act affected the respective Shares in respect of which such Amounts of Stock so become vested, and so as to give effect to and not revoke any Testamentary Disposition of or affecting the same Shares; and the several Holders of such Stock may transfer their respective Interests therein, or any Part of such Interests, in the same Manner and subject to the same Regulations and Provisions as or according to which any Shares in the Capital of the Company might be transferred if the Capital consisted of Shares instead of Stock; and the Company shall cause an Entry to be made in some Book to be kept for that Purpose of every such Transfer, and for every such Entry may demand any Sum not exceeding Two Shillings and Sixpence; and the several Holders of such Stock shall be entitled to participate in the Dividends and Profits of the Company according to the Amounts of their respective Interests.

**24.** The Company shall from Time to Time cause the Names of the several Parties who may be interested in any such Stock as aforesaid, with the Amount of the Interest therein possessed by them respectively, to be entered in a Book to be kept for the Purpose, and to be called "The Register of Holders of Stock," and such Book shall be accessible at all seasonable Times to the several Holders of Shares or Stock in the Company.

Register of Stock.

**25.** The Company shall call in and cancel the existing Certificates of Shares in the old Company.

As to cancelling existing Share Certificates.

**26.** It shall be lawful for the Company from Time to Time to raise by the Issue of new Ordinary Shares, or by the Issue of Preference Shares, any further Sum or Sums of Money not exceeding in the whole (beyond the Fifteen thousand Pounds) the Sum of Thirty-five thousand Pounds, but so that no Preference Shares shall have Preference or Priority in the Payment of Dividend beyond Six Pounds *per Centum per Annum* on the Amount for the Time being paid in respect thereof.

Power to raise additional Capital by new Shares.

**27.** For the Purposes of the Provisions of the said Gasworks Clauses Act "with respect to the Amount of Profit to be received by the Undertakers when the Gasworks are carried on for their Benefit," the following shall, in the respective Cases herein-after mentioned, be "the prescribed Rate" of Dividend; that is to say, "the prescribed Rate" shall, in respect of the said Capital of Fifteen thousand Pounds, be Ten Pounds in the Hundred by the Year on such Capital, and shall, in respect of any additional Capital in the Undertaking, be Seven Pounds in the Hundred by the Year on so much thereof as for the Time being has been paid up.

Profits of the Company limited.

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**28.** Any

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As to  
Amount of  
new Shares.

**28.** Any new Shares, whether ordinary or preference, which may be issued under this Act, shall be of a nominal Amount not less than Ten Pounds.

Disposition  
of new  
Shares  
unaccepted  
by Share-  
holders.

**29.** Subject to the Provisions herein-before contained (whether expressly or by reference to any incorporated Enactments) in relation to the Issue of new Shares, except Section 21. of "The Companies Clauses Act, 1863," which last-mentioned Enactment shall, for the Purposes of its Application to this Act, be subject to this Provision, it shall be lawful for the General Meeting at which any new Shares are issued to direct in what Manner all or any Number of any new Shares not accepted by Shareholders shall be disposed of.

As to Pre-  
miums on  
Sales of new  
Shares.

**30.** Any Sum of Money arising by way of Premium from any such Disposition shall be considered as Profits of the Company.

Parts of  
8 & 9 Vict.  
c. 16. to  
apply to all  
Shares and  
Stock.

**31.** The Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Distribution of the Capital of the Company into Shares, with respect to the Transfer or Transmission of Shares, with respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls, with respect to the Forfeiture of Shares for Nonpayment of Calls, with respect to the Remedies of Creditors of the Company against the Shareholders, and with respect to the Consolidation of the Shares into Stock, which are incorporated with this Act, shall apply to all Shares or Stock issued or created by or under this Act, subject to this Amendment, namely, any Shareholder not paying the Amount of any Call before or on the Day appointed for Payment thereof shall be liable to pay Interest for the same at any Rate fixed by the Directors from the Day so appointed to the Time of actual Payment.

Shares not  
to be issued  
until One  
Fifth Part  
paid up.

**32.** It shall not be lawful for the Company to issue any such new Share, nor shall any such Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Calls on new  
Shares.

**33.** Twenty *per Centum* on the nominal Amount of the Share shall be the greatest Amount of any One Call which the Directors may make on or in respect of any new Shares to be issued by virtue of this Act, and Three Months at the least shall be the Interval between successive Calls.

Company to  
have a Lien  
on Shares or  
Stock for  
Debts, &c.  
due to them.

**34.** The Company shall have a paramount Lien on the Shares or Stock of each Shareholder (but subject and without Prejudice to any Charge, Lien, or Incumbrance at the Time of the passing of this Act affecting the Shares in the old Company for which the same are substituted) for all the Debts, Liabilities, and Engagements of such Shareholder, and may refuse to register the Transfer of any Shares or  
Stock

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Stock if the Transferrer is indebted to the Company solely or jointly with any other Person on any Account whatever; and the Directors may declare such Shares or Stock forfeited, and sell the same, and apply the Proceeds, so far as the same will extend, in discharge or satisfaction of such Debts, Liabilities, or Engagements; but no Share or Stock shall be so declared forfeited until after such Notice and Confirmation as are required in the Case of Forfeiture of Shares for Nonpayment of Calls by Sections 30. and 31. of the said "Companies Clauses Consolidation Act, 1845;" and the subsequent Provisions of the last-mentioned Act in relation to the Sale of Shares declared forfeited for Nonpayment of Calls shall apply to and in the Case of Shares or Stock declared forfeited and sold under this Enactment as if in the said Sections apt Words were inserted for referring to such Debts, Liabilities, or Engagements instead of the Words referring to a Call or Calls, or Arrears due for Calls, or such Arrears and Interest thereon, and as if in Section 32 of the last-mentioned Act the Words "that the Call in respect of a Share was made and Notice thereof given and" were omitted.

**35.** 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.

**36.** The Company may borrow on Mortgage such further Sums of Money as may from Time to Time be authorized to be borrowed by an Order of a General Meeting of the Company, but so that the total Amount for the Time being borrowed under the Authority of this Act shall not exceed One Fourth Part of the Amount of Capital for the Time being, and no Money so authorized to be borrowed shall be borrowed beyond the Amount of One Fourth Part of the said present Capital of Fifteen thousand Pounds until the Company have, in each Case in which the Power of borrowing is about to be exercised, proved to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the Shares for all additional Capital in respect of which such Power of borrowing is to be exercised are issued, and that One Fifth of the Amount of every Share has been paid on the Issue or Acceptance thereof, and that One Half of such Capital has been paid up, and that they are *bonâ fide* held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable. Power to borrow on Mortgage.

**37.** Nothing in this Act contained shall affect the existing Priorities of any Mortgages granted by the Company previous to the passing of this Act, but the respective Holders of all such Mortgages shall, during the Continuance thereof respectively, be entitled to the same Priorities, Rights, and Privileges in all respects as they would have been entitled to if this Act had not been passed. Existing Mortgages to have Priority.

**38.** If

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Power to sue  
for Arrears  
of Interest  
on Mort-  
gages.

**38.** If the Interest on any Mortgage to be made under this Act, or any Part thereof, shall for Thirty Days after the same has become due, and Demand thereof has been made in Writing, remain unpaid, the Mortgagee may sue for the Interest so in arrear in any Court of competent Jurisdiction, and the Remedies of the Mortgagees under this Enactment shall be in addition to their other Remedies in that Behalf.

Power to sue  
for Principal  
Monies  
secured by  
Mortgages,  
or for Mort-  
gagees to  
apply for a  
Receiver.

**39.** If the Principal Money due on any Mortgage to be made or entered into by the Company be not paid within Six Months after the same has become payable, and after Demand thereof in Writing, the Mortgagee may sue for the same, together with all Arrears of Interest, in any Court of competent Jurisdiction, or if the Debt for Principal Money on any such Mortgage amount to the Sum of Five hundred Pounds, the Mortgagee may alone, or if his Debt for Principal Money do not amount to the Sum of Five hundred Pounds he may, in conjunction with other Mortgagees whose Debts for Principal Monies being so in arrear after Demand as aforesaid shall, together with his, amount to the Sum of Seven hundred and fifty Pounds, enforce the Payment of such Principal Monies, and of all Arrears of Interest, by the Appointment of a Receiver in the Manner authorized by the Provisions of "The Companies Clauses Consolidation Act, 1845," incorporated herewith.

Application  
of Monies.

**40.** All Monies raised under this Act by the Company, whether by Shares or by borrowing, shall be applied only to the Purposes by this Act authorized.

Power to  
issue Deben-  
ture Stock.

**41.** The Company may create and issue Debenture Stock at any Rate of Interest not exceeding the Rate of Five Pounds *per Centum per Annum*; and for the Purposes of Section 22. of "The Companies Clauses Act, 1863," as applied to this Act, such Section shall be read and construed with reference to the Money raised by the Mortgages made by the old Company before the passing of this Act as if such Money had been duly raised under this Act by the Company.

First and  
other  
Meetings.

**42.** The First Ordinary Meeting of the Company shall be held within Three Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* or *March* and *August* or *September* in every Year.

Quorum of  
General  
Meetings.

**43.** The Quorum of General Meetings (whether ordinary or extraordinary) of the Company shall be Ten Shareholders, present personally or by proxy, holding in the aggregate not less than Six hundred Pounds in the Capital of the Company.

Scale of  
voting.

**44.** The Proprietors of Stock or Shares in the Undertaking shall have Votes at all Meetings of the Company in proportion to the registered

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registered Value of their Stock or Shares in manner following; that is to say:

For any Stock or Shares of a registered Value of not less than

Twenty Pounds and under One hundred Pounds, One Vote:

For One hundred Pounds and under Two hundred Pounds, Two Votes:

For Two hundred Pounds and under Three hundred Pounds, Three Votes:

For Three hundred Pounds and under Four hundred Pounds, Four Votes:

For Four hundred Pounds and under Five hundred Pounds, Five Votes:

For Five hundred Pounds and upwards, Six Votes.

**45.** The Number of Directors shall be Seven, and the Qualification of a Director shall be the Possession in his own Right of Stock or Shares in the Undertaking of a registered Value of not less than One hundred Pounds. Number and Qualification of Directors.

**46.** It shall be lawful for the Company from Time to Time to reduce the Number of Directors, provided that the reduced Number be not less than Three. Power to reduce the Number of Directors.

**47.** The Persons who at the Time of the passing of this Act are Directors of the old Company shall be the First Directors of the Company. First Directors.

**48.** The First Directors shall continue in Office until the First Ordinary Meeting to be held in the Year One thousand eight hundred and sixty-five, and at such Meeting the Shareholders present, personally or by proxy, may continue in Office the First Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body. Such Directors to continue in Office until First Meeting after passing of Act.

**49.** The Quorum of a Meeting of Directors shall be Four, but if the Number of Directors be reduced to Three such Quorum shall be Two. Quorum.

**50.** The Number of Directors of which Committees appointed by the Directors shall consist shall be not less than Three, and the Quorum of such Committees shall be left to the Discretion of the Directors. Committees of Directors.

**51.** The Directors may from Time to Time appoint and employ a Solicitor, Manager, Collector, and all such other Officers and Servants as they shall think necessary and proper, and may from Time to Time remove any of such Officers, and appoint others in the Room of such as shall be so removed, or as may die, resign, or discontinue Directors to appoint and remove Officers.

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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.

Remuneration of Directors and Auditors.

**52.** 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.

Powers as to Maintenance of Gasworks.

**53.** The Company may from Time to Time maintain, alter, improve, enlarge, extend, or discontinue their existing Gasworks, and sell and dispose of the Land on which the same are erected, or any Part thereof, and they may make, erect, lay down, provide, and maintain additional and other Gasworks, Retorts, Gasometers, Receivers, Drains, Sewers, Mains, Pipes, Meters, Lamps, Lamp Posts, Burners, Stopcocks, Machinery, and other Works and Apparatus and Conveniences, and may do all such Acts as they think proper for making and storing Gas, and for supplying Gas within the Limits of this Act, and may make, store, and supply Gas accordingly, and may manufacture, sell, provide, supply, and deal in Coke, Coal, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Oil, and all other Products and Residuum of any Materials employed in or resulting from the Manufacture of Gas, and also Meters, Fittings, Tubes, Pipes, and other Articles and Things in any way connected with Gasworks or with the Supply of Gas, as they from Time to Time think fit.

Power to purchase Lands.

**54.** The Company may, for the Purposes of their Undertaking, purchase, take, and hold (by Agreement, but not otherwise,) any Lands and Hereditaments, not exceeding in the whole Five Acres, which the Company may from Time to Time require for the Purposes of their Works and Undertaking, but no Lands shall be used by them for the Purpose of manufacturing Gas excepting the following Lands (Part of which are at present occupied by the Company for that Purpose); that is to say,

- (1.) Land belonging to the old Company situate at *New Lane Bottom, Cockersdale*, in the said Township of *Drighlington*, bounded on or towards the North-east by Land belonging to Mrs. *Emma Field*, and occupied by her; on or towards the South and South-east by a certain Lane called *New Lane* leading from *Nethertown* in *Drighlington* aforesaid to *Gildersome*; on or towards the North and North-west by the *Leeds and Whitehall Turnpike Road*, and terminating at the West End in a Point at the Junction of the said *New Lane* and the *Leeds and Whitehall Turnpike Road* aforesaid:
- (2.) Land called *Troughton's Mill Estate*, belonging to Mrs. *Emma Field* and others, situate on the South-west Side of the Land lastly herein-before described and adjoining thereto, and containing by Estimation One Acre or thereabouts:

(3.) Land

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(3.) Land called *Mill Royd*, belonging to the old Company or agreed to be purchased by them, situate at *Cockersdale* in the said Township of *Drighlington*, bounded on or towards the East by Land and Premises belonging to and occupied by *John Groundwell*, and a Lane or Road leading from *Nethertown* to *Tong* respectively; on or towards the North-west by Land belonging to and occupied by Messrs. *Bray, Waddingtons*, and *Frankland*; on or towards the South-west by Land and Premises belonging to the said Messrs. *Bray, Waddingtons*, and *Frankland*, and occupied by *John Robinson, Joseph Small, Harrison Wadsworth, William Walker, Thomas Newton*, and *Roper*; on or towards the West by Land belonging to *John Hague* Esquire, and occupied by the said Messrs. *Bray, Waddingtons*, and *Frankland*; and on or towards the South by the said *Leeds and Whitehall* Turnpike Road, and the said Land and Premises of the said *John Groundwell*, and Land and Premises belonging to and occupied by *Thomas Morgan* respectively.

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

Power to lay Pipes against Buildings.

56. Every Consumer of Gas supplied by the Company shall, on being required by the Company so to do, consume such Gas by Meter which shall be approved by the Company, and may from Time to Time be examined and tested by them, and any Meter may be provided, sold, or let to Hire by the Company to the Consumer.

Consumers may be required to consume by Meter.

57. Subject as aforesaid, every Consumer of Gas supplied by the Company shall be at liberty at his own Expense to provide his own Meter.

Consumer may provide his own Meter.

58. Every Consumer of Gas of the Company shall at all Times at his own Expense keep all Meters belonging to him, whereby any Gas of the Company is registered, in proper Order and of sufficient Size for correctly registering such Gas, in default whereof the Company may cease to supply Gas through such Meter, and the Company shall have Access to and be at liberty to take off, remove, test, inspect, and replace the same at all reasonable Times, such taking off, Removal, testing, inspecting, and replacing to be done at the Expense

Consumer to keep his own Meter in order.

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Expense of the Company if the Meter be found in proper Order, but otherwise at the Expense of the Consumer.

Company not to charge incoming Tenant for Arrears of Gas.

59. In case any Consumer leave the Premises where Gas was supplied to him without paying to the Company the Gas Rate or Meter Rent due from him, the Company shall not be entitled to require from the next Tenant of the Premises Payment of the Arrears left unpaid by the former Tenant, unless the incoming Tenant agreed with the defaulting Consumer to pay the Arrears, but the Company shall, notwithstanding any such Arrears, in the Absence of Collusion, supply Gas and Meter to the incoming Tenant as required by this Act on being required by him so to do.

Company to supply Gas in certain Events at Request of Owner or Occupier.

60. The Company shall, at the Request in Writing of any Owner or Occupier of any Premises within Fifty Yards of which any Main Gaspipeline of the Company shall be then laid, furnish to him a sufficient Supply of Gas for such Premises, together with a Meter and so much of the Service Pipe as shall be necessary to communicate between the Main Pipe of the Company and such Meter. Provided that the Expense of so much of the Service Pipe as shall be laid upon private Property, or in any other Case as shall be laid beyond Sixty Feet in Length, shall be defrayed by such Owner or Occupier; and provided further, that the Company shall not be bound to furnish such Supply of Gas, or Meter, or Service Pipe, unless such Owner or Occupier shall enter into a written Contract to continue to receive and pay for a Supply of Gas for a Period of at least Two Years, and to an Amount not being less than Twenty Pounds *per Centum per Annum* on the Outlay incurred by the Company in providing such Service Pipe and Meter, and if the Company shall by their wilful Default fail to supply the Gas within a reasonable Time after such Request, then on Proof of such Failure the Company shall be subject to a Penalty not exceeding Five Pounds.

Security for Payment of Rate.

61. Any Person requesting to have a Supply of Gas from the Company shall, if and when so required in Writing by them, and before he is entitled to have such Service Pipes and Meter provided and fixed, or to have a Supply of Gas, give to them such Security for the Payment of the Rate for the Gas to be supplied to him as he and the Company agree on, or as, in default of Agreement, shall be determined as by this Act provided; and the Company shall be liable to a Penalty not exceeding Five Pounds if they shall discontinue the Supply of Gas to any Person then having a Supply, unless such Person shall have failed to give to them such Security for Seven Days after the same shall have been demanded by the Company.

Justice may determine Nature of Security.

62. Where any such Person and the Company do not agree on the Security to be given, the same shall be determined by a Justice, and any single Justice shall, on the Application of the Person and the Company,



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Company, or either of them, determine the Nature and Amount of the Security to be given; and the Security may, as the Justice thinks fit, be the Deposit with the Company or with any Person approved by the Justice, or the Prepayment to the Company, of a Sum of Money or any other Security which the Justice thinks sufficient and reasonable, and the Determination of the Justice shall be binding on all Parties: 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 and for such Time as the Justice determines.

**63.** If any Person shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Pipes, Mains, Meters, or Fittings, 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 Pipes connected therewith, or shall in any way fraudulently, wilfully, or knowingly prevent such Meter from duly registering the Quantity of Gas supplied, or by any Means fraudulently obstruct, consume, or use the Gas of the Company, every Person so offending shall for every such Offence forfeit to the Company any Sum not exceeding Five Pounds, and the Company may, in addition thereto, recover the Amount of any Damage sustained by them which shall not be satisfied by the Amount of the Penalty recovered, and may also discontinue until the Act complained of is remedied, but no longer, the Supply of Gas to the Person or Company so offending, and that notwithstanding any Contract previously existing; and the Existence of artificial or irregular Means for causing such Alteration or Obstruction 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.

**64.** In all Cases in which the Company are by "The Gasworks Clauses Act, 1847," incorporated with this Act, authorized to cut off and take away the Supply of Gas from any House, Building, or Premises, then if such House, Building, or Premises be unoccupied, the Company, their Agents, Servants, or Workmen, after giving Twenty-four Hours previous Notice to the Owner, by serving the Notice on him, or by Letter under the Hand of the Secretary of the Company sent by Post addressed to such Owner, or, if the Owner or Address be not known to the Company, by affixing such Notice for Three Days on some conspicuous Part of such House, Building, or Premises, may enter into such Building or Premises between the

Fraudulently  
injuring  
Meters.

Company  
may remove  
Pipes from  
unoccupied  
Premises on  
giving  
Notice to  
Owners.

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Hours

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Hours of Nine in the Forenoon and Four in the Afternoon, and remove and carry away any Pipe, Meter, or Fittings, or other Works, the Property of the Company, making Compensation to such Owner for the Damage (if any) which may be occasioned to him thereby.

Limiting the  
Price of Gas.

**65.** And whereas by reason of the special Circumstances herein-after mentioned affecting the Locality in which the Pipes of the Company are laid, that is to say,

- (1.) The Largeness of the Area as compared with the Number of Buildings therein to which Gas is supplied, and the Position in relation to the Line of Mains of such Buildings, involving on the Average Twenty-four Yards of Main Pipes and upwards of Twenty-two Yards of Service Pipes to each Building ;
- (2.) The constant Subsidence of the Soil occasioned by the working of the Coal Mines underlying the Roads and Lands in which the Pipes of the Company are laid, and consequent breaking of such Pipes, by reason of the breaking whereof great Loss is incurred by the Company, as well in respect of the Escape of Gas as of the Expense of the Repairs of Pipes, the average Amount of such Loss being after the Rate of Two Shillings for every Thousand Cubic Feet of Gas manufactured by the Company ;

it is reasonable that the Company should be authorized to charge the Rate herein-after mentioned for Gas supplied by them : Therefore the Price to be charged by the Company for Gas supplied by them shall not at any Time exceed the Rate of Five Shillings and tenpence for One thousand Cubic Feet : Provided, nevertheless, that when the Sum or Rate so charged to any Consumer exceeds the Rate of Five Shillings and fivepence for One thousand Cubic Feet of Gas supplied, then and in such Case, on Payment by such Consumer of such Sum or Rate within Twenty-eight Days after the same becomes due, the Company shall allow thereout, as and by way of Discount, all Excess of Charge beyond the Rate of Five Shillings and Fivepence for One thousand Cubic Feet of Gas supplied.

Charge for  
Meter.

**66.** The Charge to be made by the Company to the Consumer for the Use of any Meter provided by the Company shall not be more than after the Rate of Fifteen Pounds *per Centum per Annum* on the Outlay incurred by the Company in providing and fixing such Meter.

Quality and  
illuminating  
Power of  
Gas.

**67.** All the Gas supplied by the Company shall be of such Quality as to produce from an Argand Burner having Fifteen Holes and a Seven-inch Chimney, and consuming Five Cubic Feet of Gas an Hour, a Light equal in Intensity to the Lights produced by Fourteen Sperm Candles burning One hundred and twenty Grains an Hour, and shall be so far pure from Sulphuretted Hydrogen as not to discolour

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colour moistened Test Paper imbued with Acetate or Carbonate of Lead when this Test Paper is exposed for One Minute to a Current of Gas issuing under a Pressure of Five Tenths of an Inch of Water.

**68.** The Company shall, within Twelve Months after the passing of this Act, erect in some convenient Part of their Works an Experimental Meter, furnished with an Argand Burner having Fifteen Holes 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.

Experimental Meter.

**69.** It shall be lawful for Two Justices, on the Application of any Consumers of the Gas of the Company, not being less than Five in Number, by Order in Writing, to appoint some competent Person to proceed to the Works of the Company, and the Person so appointed, on giving Twenty-four Hours previous Notice in Writing to the Company, may at any reasonable Hour in the Daytime, on producing the said Order, enter on the Premises of the Company, and in the Presence of the Superintendent or other Officer of the Company make Experiment of the illuminating Power of the Gas by means of the Experimental Meter and other Apparatus before mentioned; and the Company and their Officers shall afford all reasonable Facilities and Assistance for the making of such Experiment; and if 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 of the Gas supplied by the Company did not, when so tested as aforesaid, equal the illuminating Power by this Act prescribed, or that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, in any such Case the Company shall, unless reasonable Cause be shown to the Justices for the Deficiency of the illuminating Power, forfeit such Sum not exceeding Twenty Pounds as the Justices shall determine under the Circumstances of the Case.

Power of testing Quality of Gas

**70.** The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Costs of the Proceedings before the Justices, shall be ascertained by such Justices, and in the event of any Penalty being imposed on the Company shall be paid, together with such Penalty, by the Company; but in the event of the Gas being found, when tested, to be of not less illuminating Power than is by this Act prescribed, or in the event of no Penalty being imposed, such Costs shall be awarded to be paid by such Consumers, as the Case may be, to the Company, and shall be paid or levied accordingly.

Costs of Experiment to be paid according to Event.

**71.** Penalties

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Penalties not cumulative.

**71.** Penalties imposed on the Company for One and the same Offence by several Acts of Parliament shall not be cumulative, and for such Purpose this Act and the Acts incorporated herewith shall be deemed several Acts.

Sums undisputed may be recovered by Distress.

**72.** All Sums of Money due to the Company for the Supply of Gas, or for the Hire or fixing of Meters or Fittings, and all Damages, Costs, and Expenses by this Act or any Act incorporated herewith directed to be paid, and 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 on Application may issue his Warrant accordingly.

Contents of Warrant.

**73.** 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.

**74.** 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 such Money, and such Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of such Money.

Recovery of Sums due to the Company.

**75.** Whenever any Person neglects to pay any Rate or 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.

Liability to Gas Rate not to disqualify Justices.

**76.** No Judge or Justice shall be disqualified from acting in the Execution of this Act by reason of his being liable to the Payment of any Gas Rent, Rate, or other Charge under this Act.

As to Recovery of Rent, for Gas, &c. under 20l.

**77.** In addition to the Power given by "The Gasworks Clauses Act, 1847," in this Behalf, the Company may recover the Rent of any Gas, or the Price or Rent of any Pipe, Burner, Meter, Lamp, 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.

Expenses of Act.

**78.** All the Costs, Charges, and Expenses of applying for and obtaining this Act, or incident thereto, shall be paid by the Company.

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