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# VICTORIÆ REGINÆ.

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## *Cap. iii.*

An Act to make further Provision for lighting with Gas the Town and Parish of *Loughborough* in the County of *Leicester*; to incorporate the *Loughborough* Gas and Coke Company; and for other Purposes. [29th *May* 1868.]

**W**HEREAS in and about the Year One thousand eight hundred and thirty-six certain Persons associated themselves together to form a Joint Stock Company, under the Name of "The *Loughborough* Gas and Coke Company," for manufacturing and producing inflammable Air or Gas from Coal, Oil, or other Materials, and supplying therewith the Town and Parish of *Loughborough* in the County of *Leicester*, and for other Purposes; and by Deed of Settlement, dated the Twenty-fifth Day of *September* One thousand eight hundred and forty-six, which was executed by all the then Shareholders of the Company, Provision was made for the Continuance of the Company and the Management of the Affairs thereof: And whereas the Company, as constituted under the said Deed of Settlement, was completely registered under the Provisions of the Joint Stock Companies Act then in force: And whereas the Company so formed erected Gasworks, and laid down

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Mains.



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Mains and Pipes in the Streets and Roads of the Town and Parish of *Loughborough*, and have for many Years past lighted such Town and Parish with Gas: And whereas the Lands belonging to the Company, and whereon the Gasworks have been erected, are set forth in the Schedule to this Act: And whereas the present Capital of the Company is Nine thousand nine hundred and ninety-six Pounds, divided into One thousand six hundred and sixty-six Shares of Six Pounds each, the whole of which has been paid up and expended for the Purposes of the Company, and the Company have borrowed and now owe on Mortgage Four hundred Pounds or thereabouts, and they have floating Debts to the Amount of about One thousand Pounds: And whereas Two hundred and forty-four Shares, Part of the One thousand six hundred and sixty-six shares, were issued at a Premium of Three Pounds *per* Share, and the Money (Seven hundred and thirty-two Pounds) received in respect of such Premium was expended on Capital Account: And whereas the Company have from Time to Time laid out upon the Extension of their Works various Sums of Money, applicable to the Payment of Dividends to the Shareholders, to an Amount exceeding Three thousand five hundred Pounds, and they are desirous of capitalising such Sums to the Extent herein-after mentioned, and it is expedient that they should be allowed so to do: And whereas the Demand for Gas has increased and is still increasing, and the Company require further Capital and Powers to enable them effectually to carry out 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; (that is to say,)

## Short Title.

1. This Act may be cited for all Purposes as "The *Loughborough Gas Act, 1868.*"

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

2. "The Companies Clauses Consolidation Act, 1845," Part I., Part II., and Part 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," are (except where expressly varied by this Act) incorporated with and form Part of this Act: Provided always, that the Company shall not be authorized to purchase or take any Lands except by Agreement.

Interpre-  
tation of  
Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith

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herewith have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression "the Company" means the Company incorporated by this Act; the Expression "the dissolved Company" means the Company as constituted under the said Deed of Settlement prior to the passing of this Act; the Expression "the Works," or "the Gasworks," or "the Undertaking," mean respectively and include the Gasworks and Works connected therewith by this Act vested in the Company, or any Gasworks they may provide under the Powers of this Act; the Expression "the Local Board" means the Local Board of Health for the District of *Loughborough*; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or the Acts incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

4. The Limits of this Act shall comprise and include the Town and Parish of *Loughborough* in the County of *Leicester*.

Limits of  
Act.

5. From and after the passing of this Act the *Loughborough* Gas and Coke Company constituted under the said Deed of Settlement shall be dissolved and cease to exist, and the present Members of or Shareholders in that Company, and all other Persons who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be and they are hereby united into a Company for the Purpose of making and supplying Gas within the Limits of this Act, and for doing all Acts necessary for that Purpose, and for other the Purposes by this Act and the said incorporated Acts authorized, and for the several Purposes aforesaid shall be incorporated by the Name of "The *Loughborough* Gas Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall and may sue and be sued, and shall have Power to purchase, hold, and dispose of Lands and other Property for the Purposes of the Undertaking.

Incorpo-  
ration of  
Company.

6. Subject to the Provisions of this and the incorporated Acts, the Company may make and supply Gas within the Limits of this Act, and may convert, manufacture, sell, and dispose of Coke, Coal, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Oil, and all other Products, Refuse, or Residuum arising, remaining, produced by, or obtained from the Manufacture of Gas by them, or the Materials used therein, and may manufacture and sell such Articles as can be produced from or by means of the several Matters and Things aforesaid, and may (but only for the Purposes of the Company within

General  
Powers of  
the Com-  
pany.



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within the Limits of this Act) contract for, take, and use any Leave, Licence, or Authority to work, use, exercise, or put in practice any Invention or Inventions under any Letters Patent at any Time heretofore made or hereafter to be made granting any Right or Privilege of working, using, exercising, or vending any Invention in relation to the Manufacture and Distribution of Gas, or the Utilization of the residual Products arising from the Manufacture of Gas, or otherwise in relation thereto, but not so as to acquire an exclusive Right to the Working, Use, Exercise, or putting in practice of any such Invention or Inventions, 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 of Gas to the Consumers thereof in such Manner as the Company may think proper, and generally carry on the Business usually carried on by Gas Companies, or which is or may become incident thereto: Provided that nothing in this Act contained shall prevent the Company from being liable to an Indictment for Nuisance, or to any other legal Proceeding to which they may be liable in consequence of any such Operations.

Nothing to exempt Company from being indicted for a Nuisance.

Present Property vested in Company incorporated by this Act.

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

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

8. Subject to the Provisions of this Act, the existing Deed of Settlement shall, as to any future or prospective Operations thereof, (but subject and without Prejudice to any Remedies for antecedent Breaches thereof, which Remedies may be enforced by the Company,) be, from and after the passing of this Act, wholly void and of none Effect; and the several Persons who shall have executed the same  
Deed,



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Deed, and their Heirs, Executors, and Administrators, shall, immediately from and after the passing of this Act, stand and be by virtue hereof 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 of them respectively.

9. Notwithstanding the Incorporation of the Company, and the Avoidance of the said Deed of Settlement, and any Change of Name 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 dissolved Company, or the Shareholders therein in that Capacity, shall be as valid as if the Company had not been incorporated, and the said Deed had not been avoided by this Act, and the Name of the Company had not been changed; 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 were not avoided by this Act, and the Name of the Company had not been changed, and this Act were not passed, would be incident to or consequent on any and every thing so done and suffered; and with respect to all such Rights, Liabilities, Claims, and Demands, the Company shall, to all Intents and Purposes, represent the dissolved Company 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.

Saving previous Rights and Liabilities.

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

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

11. 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 dissolved Company, or any Member thereof, in relation to the Affairs of the dissolved Company, or to which the dissolved Company, or any Member thereof, in relation to

Actions, &c. not to abate.

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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, in favour of, or against the dissolved Company, or any Member thereof, if this Act had not been passed, the Company being in reference to the Matters aforesaid in all respects substituted for the dissolved Company.

Judgments  
in respect of  
existing  
Liabilities  
may be  
enforced  
against  
individual  
Shareholders.

**12.** If any Judgment, Decree, or Order be at any Time after the passing of this Act obtained against the Company in respect of any Debt or Liability owing or incurred, or in respect of any Contract made or Tort committed, by the dissolved Company before the passing of this Act, and be not fully satisfied out of the Property of the Company, then and in every such Case the Judgment, Decree, or Order may be enforced, and Execution thereon issued, against the Property, Effects, and Persons of any Person who was a Member of the dissolved Company immediately before the passing of this Act, and legally responsible in respect of such Debt or Liability, or at the Time when the Contract was made or the Tort was committed, in respect of which the Debt or Liability accrued or was incurred, to the same Extent as if this Act had not been passed.

Reimburse-  
ment of  
Shareholders  
in such Case.

**13.** Every Person against whom or against whose Property or Effects any such Judgment, Decree, or Order is enforced shall be entitled to recover against the Company all Loss, Damage, Costs, and Charges which he incurs by reason of the Execution, and shall be entitled to Contribution for so much thereof as remains unsatisfied from the several other Persons against whom Execution on the Judgment, Decree, or Order might, in accordance with this Act, have been issued, and the Contribution may be recovered in like Manner as Contribution in ordinary Cases of Copartnership.

Trustees of  
dissolved  
Company to  
be indem-  
nified.

**14.** Every Trustee or other Person in whom or in whose Name any Lands, Works, Buildings, Easements, Rights, Property, or Effects belonging to the dissolved 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 dissolved Company, shall be indemnified and saved harmless out of the Property of the Company from and against all Liability, Loss, Costs, Charges, and Expenses under or by reason of every such Bond, Covenant, Contract, or Engagement.

**15.** From



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**15.** 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 dissolved Company immediately before the passing of this Act were or but for this Act would become subject, and shall pay and bear all the Expenses of and incident to the winding up of the Affairs of the dissolved Company, and shall indemnify the Shareholders, Directors, Officers, and Servants of the dissolved Company, and their respective Representatives, from all such Obligations, Liabilities, and Expenses, and all Costs in that Behalf.

Company to satisfy Liabilities of dissolved Company.

**16.** All Gas Rates, Rents, and Sums of Money which immediately before the passing of this Act were due and payable or accruing to the dissolved Company shall be payable to and may be collected and recovered by the Company in like Manner as the Gas Rates, Rents, and Sums of Money under this Act.

Gas Rates, &c. to be recovered.

**17.** All Persons who immediately before the passing of this Act owed any Money to the dissolved 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 dissolved Company, or for the Payment of which the dissolved 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.

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

**18.** All Certificates of Shares in the Undertaking of the dissolved Company (until cancelled under the Powers of this Act), Sales, Transfers, and Dispositions heretofore made or executed with respect to any Shares in the dissolved Company, shall remain in full Force and continue and be available in all respects as if this Act had not passed.

Certificates, &c. to remain in force.

**19.** All Officers and Servants of the dissolved 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.

Officers to continue until removed.

**20.** The

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Capital.

**20.** The Capital of the Company shall be Twenty-five thousand Pounds, whereof Thirteen thousand three hundred and thirty Pounds is in this Act called the original Capital, and Eleven thousand six hundred and seventy Pounds is in this Act called the additional Capital, and such additional Capital shall be raised in manner herein-after mentioned.

Appropriation of original Capital.

**21.** The original Capital of the Company shall be a consolidated Stock, and, subject to the Provisions of this Act, such consolidated Stock shall be appropriated to the several Persons and Corporations who, immediately before the passing of this Act, were Holders of Shares in the Capital of the dissolved Company, so that every Holder of One or more than One existing Share of Six Pounds in the Capital of the dissolved Company shall, in substitution for each such Share, be entitled to Eight Pounds of such consolidated Stock without making any further Payment for the same, and the Stock so substituted shall vest in such Persons and Corporations respectively accordingly; and the Stock so vested shall be 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 then existing Share in the Capital of the dissolved Company for which it is substituted, and so as to give Effect to and not revoke any Testamentary Disposition of or affecting such then existing Share: Provided always, that any Part of the original Capital which may remain after such Appropriation, and may not be required for the Purposes thereof, may be sold by the Company, and the Proceeds shall be applied for the Purposes to which the Capital of the Company is applicable.

Company may call in and cancel existing Share Certificates, and issue new Certificates in lieu thereof.

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

Power to raise additional Capital.

**23.** It shall be lawful for the Company from Time to Time to raise the additional Capital, or any Part thereof, by the Creation of new Ordinary and Preference Shares, or (at the Option of the Company) by either of those Modes, not exceeding in the whole Eleven thousand six hundred and seventy Pounds.

**24.** It



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24. 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 is paid up in respect thereof.

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

25. The prescribed Rate of Dividend on the original Capital shall be Eight Pounds in the Hundred by the Year; and on the additional Capital to be raised under the Powers of this Act the Company shall not in any Year make out of their Profits any larger Dividend than Seven Pounds in respect of every Hundred Pounds actually paid of such Capital on Ordinary Shares in such additional Capital, or Six Pounds in respect of every Hundred Pounds actually paid of such Capital on Preference Shares.

Limit of Dividends on Capital.

26. If any Money be payable to a Shareholder being a Minor, Idiot, or Lunatic, the Receipt of his or her respective Guardian or Committee shall be a sufficient Discharge to the Company for the same.

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

27. The Company may at any Time and from Time to Time after the passing of this Act borrow or continue on Mortgage any Sum or Sums not exceeding in the whole, inclusive of any Money due and owing on Mortgage, Two thousand five hundred Pounds, and when and so soon as the additional Capital by this Act authorized shall have been subscribed for, issued, and accepted, and One Half thereof shall have been actually paid up, the Company may in like Manner borrow any further Sum or Sums of Money, so that the total Amount owing by the Company on Mortgage do not at any one Time exceed Five thousand Pounds; but no more than Two thousand five hundred Pounds shall be borrowed until the whole of the additional Capital is subscribed for, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the additional Capital has been 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 has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such additional Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Power to borrow.

28. The Company may create and issue Debenture Stock, and the prescribed Rate of Dividend on the Debenture Stock shall be Five Pounds *per Centum per Annum*.

Debenture Stock.

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29. The



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Arrears may be enforced by Appointment of a Receiver.

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

Application of Monies.

**30.** 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.

First and other Meetings.

**31.** The First Ordinary Meeting of the Company shall be held in the Month of *March* next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Month of *March* in every Year, on such Day and at such Place within the Limits of this Act as the Directors from Time to Time appoint, and the Notices convening all Meetings of the Company may be by Letter only, sent by Post to each Shareholder to his Address in the Register of Shareholders not less than Three Days previous to such intended Meeting.

Quorum of General Meetings.

**32.** 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 Five hundred Pounds in the Capital of the Company.

Extraordinary Meetings may be convened by Shareholders.

**33.** The Number of Shareholders who may convene Extraordinary Meetings of the Company shall not be less than Five, holding together not less than Three hundred Pounds in the Capital of the Company.

Scale of voting.

**34.** At any General Meeting of the Company every Shareholder holding Shares or Stock representing the nominal Amount of Thirty Pounds in the Capital of the Company, or a less nominal Amount than Thirty Pounds, shall have One Vote, and an additional Vote for every Thirty Pounds of such nominal Value held by him beyond the First Thirty Pounds of such nominal Value.

Number and Qualification of Directors.

**35.** The Number of Directors shall be Twelve, and the Qualification of every Director shall be the Possession in his own Right of Fifty Pounds in the Capital of the Company.

Power to reduce Number of Directors.

**36.** It shall be lawful for the Company to reduce the Number of Directors, so that the reduced Number be not less than Three.

First Directors.

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

**38.** The



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**38.** The First Directors of the Company shall continue in Office until the General Meeting to be held in the Month of *March* One thousand eight hundred and sixty-nine, when One Third of the Directors shall retire from Office, and their Places, and any then existing Vacancy in the Office of Director, be supplied by the Election of the required Number of duly qualified Shareholders; and the Number of Directors to go out of Office annually by Rotation shall be One Third, but every retiring Director shall immediately or at any future Time be eligible for Re-election.

First Directors how long to remain in Office.

**39.** If any Director die or resign, or become disqualified or incompetent to act as a Director, or cease to be a Director by any other Cause than that of going out of Office by Rotation, his Place shall be supplied at the next Annual Ordinary Meeting of the Company, or at any Extraordinary Meeting, and the Director so appointed shall continue in Office for the same Term as the Person in whose Place he has been appointed.

Supply of Vacancies.

**40.** The Quorum of a Meeting of Directors shall be Six until the Number of Directors be reduced to Nine, and then the Quorum shall be Five, or if reduced to Three the Quorum shall be Two.

Quorum of Meetings of Directors.

**41.** The Directors, without the Direction or Sanction of a General Meeting, from Time to Time may declare and pay in the Interval between any Two Ordinary Annual Meetings a Half Year's Dividend out of the Profits of the Company to the Shareholders, but the Directors shall not make any Dividend whereby the Capital of the Company will be diminished.

Directors may declare Dividends half-yearly.

**42.** The prescribed Period at which the Books of the Company shall be balanced shall be the Thirty-first Day of *December* in each Year until the Company at a General Meeting shall otherwise order.

Accounts.

**43.** In all Proceedings against the Estate of any Bankrupt, or under any Sequestration, any Person appointed for that Purpose by the Directors of the Company may represent the Company, and act in their Behalf in all respects as if the Claim or Demand of the Company against such Estate were the Claim or Demand of such Person and not of the Company.

Representation of the Company in Cases of Bankruptcy, &c.

**44.** The Quantity of Land which the Company may by Agreement purchase and hold at any one Time for the Purposes of their Undertaking shall not exceed Five Acres: Provided always, that the Company shall not construct Works for the Manufacture of Gas except upon the Land described in the Schedule to this Act, or construct Works for the Storage of Gas except upon such Land, or Land immediately adjoining thereto.

Limiting Quantity of Land.

**45.** The



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Powers as to  
Gasworks,  
&c.

45. The Company may from Time to Time maintain, alter, improve, enlarge, extend, or discontinue their existing Gasworks in the Lands set forth in the Schedule to this Act, and, subject to the Provisions of this Act, they may make, erect, lay down, provide, and maintain Retorts, Purifiers, Gasholders, Receivers, Drains, Sewers, Mains, Pipes, Meters, Lamps, Lamp-posts, Burners, Stopcocks, Machinery, and other Works and Apparatus and Conveniences, and may do all Acts as they think proper for supplying Gas within the Limits of this Act, and may make and supply Gas accordingly.

Power to lay  
Pipes against  
Buildings.

46. 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.

Limiting  
Price of Gas.

47. The Price to be charged by the Company for Gas supplied to Persons who shall burn the same by Meter shall not exceed Four Shillings and Threepence *per* One thousand Cubic Feet.

Consumers  
may be re-  
quired to  
consume by  
Meter.

48. Every Consumer of Gas supplied by the Company shall, on being required by the Company so to do, consume such Gas by Meter, and every Consumer may require the Company to allow him to consume the Gas by Meter.

Price for  
lighting  
public  
Lamps.

49. The Price to be charged by the Company and to be paid to them by the Local Board for the Gas supplied to the public Lamps within the Limits of this Act shall always be calculated and fixed at a Price not exceeding the lowest Price for the Time being charged by the Company to any private Consumer within the Limits of this Act.

Notice to  
Company of  
putting up  
Meters.

50. Before any Person shall connect or disconnect any Meter through which any of the Company's Gas is intended to be or has been registered, he shall give not less than Twenty-four Hours Notice in Writing to the Company of his Intention so to do.

Repair of  
Meters.

51. Every Consumer of Gas supplied by 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 for correctly registering such Gas, in default whereof the Company may cease to supply Gas through such Meters, and the Company shall at all reasonable



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reasonable Times have Access to and be at liberty to take off, remove, test, inspect, and replace any Meter belonging to a Consumer, such taking off, Removal, testing, inspecting, and replacing to be done at the Expense of the Company if the Meter be found in proper Order, but otherwise at the Expense of the Consumer.

**52.** The Company may let for Hire any Meter for ascertaining the Quantity of Gas consumed or supplied, and any Fittings thereto, for such Remuneration in Money, and on such Terms with respect to the Repair of such Meter and Fittings, and for securing the Safety and Return to the Company of such Meter, as may be agreed upon between the Hirer and the Company, and such Remuneration shall be recoverable in the same Manner as the Rents or Sums due to the Company for Gas; and such Meters and Fittings shall not be subject to Distress, or to the Landlord's Remedy for Rent of the Premises where the same may be used, nor to be taken in execution under any Process of a Court of Law or Equity, or any Proceedings in Bankruptcy against the Persons in whose Possession the same may be.

Power to the Company to let Meters.

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

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

**54.** It shall be lawful for the Company, after Forty-eight Hours Notice in Writing under the Hand of the Secretary or some other Officer of the Company to the Occupier, or, if unoccupied, then to the Owner and 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, to enter such Land, House, or Building between the Hours of Nine in the Morning and Four in the Afternoon for the Purposes of removing and to remove such Pipes, Meters, or Fittings, repairing all Damages caused by such Entry or Removal; and every such Notice shall be served by being delivered to the Person for whom it is intended, or left at his usual or last known Place of Abode, or if such Person or his Address be not known to the Company after due Inquiry, then by being affixed on some conspicuous Part of such Land, House, or Building.

Power to remove Meters and Fittings.

**55.** In case any Consumer of the Gas of the Company shall leave the Premises where such 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

Incoming Tenant not liable to pay Arrears of Gas.

[Local.]

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such



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such Premises the Payment of the Arrears left unpaid by the former Tenant, unless such incoming Tenant shall have undertaken with the former Tenant to pay or exonerate him from the Payment of such Arrears.

Fraudulently  
injuring  
Meters, &c.

**56.** Every Person who shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Meter or Fittings belonging to the Company, or shall fraudulently alter the Index to any Meter, or shall prevent the Index of any Meter from duly registering the Quantity of Gas supplied, shall, without Prejudice to any other Right or Remedy for the Protection of the Company or the Punishment of the Offender, for every such Offence forfeit and pay to the Company a Sum not exceeding Five Pounds, and the Company may in addition thereto recover the Amount of any Damages by them sustained, and the Company may also discontinue the Supply of Gas to the Person so offending until the Injury is remedied, and the Amount of the Damages are paid, and notwithstanding any Contract previously existing; and the Existence of artificial Means for causing such Alteration or Prevention when such Meter shall be under the Custody or Control of the Consumer shall be *primâ facie* Evidence that the same has been fraudulently, knowingly, and wilfully caused by the Consumer using such Meter.

For prevent-  
ing Frauds  
and Waste  
of Gas.

**57.** If and whenever any Person supplied with Gas by the Company wilfully does or causes or suffers to be done anything in contravention of any of the Provisions of this Act, or wilfully fails to do anything which under this Act ought to be done for the Prevention of the Waste, Misuse, or undue Consumption of the Company's Gas, the Company may cut off or stop any Pipe by or through which Gas is supplied to him, and cease to supply him with Gas so long as the Cause of Injury remains or is not remedied, and also may recover in any Court of competent Jurisdiction from every Person so offending the Amount of all Loss, Damage, or Injury which the Company may sustain by reason of any such Thing or Failure, and the Remedies of the Company under this Enactment shall be in addition to their other Remedies in that Behalf.

Recovery of  
Charges for  
Gas.

**58.** In case any Person who shall have been supplied with Gas by the Company, or who shall be liable to Payment in respect of a Supply of Gas under or by virtue of the Provisions of this Act, shall neglect or refuse to pay the Amount due in respect of such Supply for the Space of Fourteen Days after Demand thereof by the Company, their Agent or Collector, it shall be lawful for any Justice to issue his Summons to such Person requiring him to appear at a Time and Place named therein, and then and there to show Cause why the Sum so demanded should not be paid; and if on the  
Appearance



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Appearance of such Person, or, in default of Appearance, after Proof of the Service of the Summons either personally or at the last known Place of Abode or of Business of such Person, no sufficient Cause can be shown to the contrary, it shall be lawful for any Justice to issue his Warrant of Distress for the Seizure and Sale of the Goods and Chattels of such Person for the Recovery of the Amount which may be proved before such Justice to be due from such Person, together with such Costs, including the Costs of cutting off the Gas, if the same shall have been cut off by the Company, as to such Justice shall seem just and reasonable.

**59.** 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.

Contents of  
Warrant.

**60.** 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.

Warrant  
shall include  
Costs.

**61.** Whenever any Person neglects to pay any Rent or Sum due and payable by him to the Company, the Company may recover the same 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 for the Recovery of such Rent or Sum.

Recovery of  
Sums due to  
Company.

**62.** 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 an Hour, a Light equal in Intensity to the Light produced by Fourteen Sperm Candles of Six to the Pound, each burning One hundred and twenty Grains an Hour, and shall be so far free from sulphuretted Hydrogen as not to discolour moistened Test Paper imbued with Acetate or Carbonate of Lead when the Test Paper is exposed for One Minute to a Current of Gas issuing under a Pressure of Five Tenths of an Inch of Water, and shall not contain more than Twenty Grains of Sulphur nor more than Five Grains of Ammonia in One hundred Cubic Feet of Gas when tested by Doctor *Letheby's* Apparatus.

As to Quality  
of Com-  
pany's Gas.

**63.** The Company shall always maintain at their Works an experimental Meter, furnished with an Argand Fifteen-holes Burner and a Seven-inch Chimney, capable of consuming Five Cubic Feet

Company to  
maintain  
Meter to test  
illuminating  
of



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Power of  
Gas.

of Gas *per* Hour, with other necessary Apparatus for testing the illuminating Power of all the Gas of the Company, and so situate as to test the whole of the Gas from Time to Time supplied by the Company, and the Company shall at all Times keep the experimental Meter and Apparatus in good Repair and working Order: Provided always, that it shall be lawful for the Local Board to erect and maintain at the Cost of the Board such experimental Meter and Apparatus as aforesaid at any Place within Five hundred Yards of the Company's Works, in lieu and in the Stead of the Meter and Apparatus herein-before directed to be provided by the Company, but the Gas shall always be supplied thereto from the nearest Main by an independent Service Pipe, and such experimental Meter and Apparatus shall be erected and maintained under the Superintendence and to the reasonable Satisfaction of the Manager of the Company.

Power to test  
the illumi-  
nating  
Power of the  
Gas.

**64.** It shall be lawful for the Local Board from Time to Time, by Order in Writing, to appoint some competent Person, not being an Officer or Servant of the Company or of the Local Board, or one of the Local Board, to test by the experimental Meter and Apparatus mentioned in the preceding Clause the illuminating Power of the Gas, and the Person so appointed may at any reasonable Hour in the Daytime, on producing the said Order, and upon giving Two Hours previous Notice to the Manager or other authorized Officer of the Company, make Experiment of the illuminating Power of the Gas by means of such experimental Meter and other Apparatus; and the Company and their authorized Officer or Officers shall afford all reasonable Facilities and Assistance to the making of such Experiment, and shall be entitled, if he or they think fit, to be present thereat; and if it shall be proved to the Satisfaction of any Two Justices, not being Directors or Shareholders of the Company nor Members of the Local Board, 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 this by Act prescribed, or that the Company or their authorized 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 forfeit such Sum not exceeding Twenty Pounds as the Justices shall determine.

Costs of  
Experiment  
to be paid  
according to  
Event.

**65.** The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Costs of the Proceeding 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 such Penalty being imposed on the  
Company,



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Company, then those Costs shall be ascertained by the Justices, and shall be paid by the Local Board.

**66.** 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. Penalties not cumulative.

**67.** No Justice or Judge of any County Court or Quarter Session shall be disqualified from acting in the Execution of this Act by reason of his being liable to the Payment of any Gas Rent or other Charge under this Act. Liability to Gas Rent not to disqualify Justices.

**68.** 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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**SCHEDULE** referred to in the foregoing Act.

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Lands on which the Gasworks of the Company have been erected, situated in the Parish of Loughborough, and bounded on or towards the North by Land belonging or reputed to belong to Edward Chatterton Middleton, Esquire; on or towards the South by Green Close Lane, and Land and Premises belonging or reputed to belong to the Loughborough Local Board of Health; on or towards the East by Messuages, Buildings, and Lands situate between the Premises of the Gas Company and the Road called the Derby Road or the Rushes (the Northernmost of which Messuages, Buildings, and Lands are or are reputed to be the Property of William Cradock Sharrad, and are occupied by James Collins, James Ford, and Michael Reynolds, and the Southernmost of which are or are reputed to be the Property of John Jacques, and are occupied by John Gibson and Thomas Maxfield); and on or towards the West by Hickling's Charity School House and Premises and Lands and Premises of the Local Board of Health.

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