



ANNO TRICESIMO PRIMO & TRICESIMO SECUNDO

VICTORIÆ REGINÆ.

Cap. xxxv.

An Act to authorize the *Farnworth and Kearsley* Gas Company to raise additional Capital; and for other Purposes. [25th June 1868.]

WHEREAS by "The *Farnworth and Kearsley* Gas Act, 1854," the *Farnworth and Kearsley* Gas Company (herein referred to as "the Company") were incorporated for the Supply of Gas within the several Townships of *Farnworth* and *Kearsley* in the County of *Lancaster*: And whereas the Company are by the said Act authorized to raise Twenty-four thousand Pounds, that is to say, Twenty thousand Pounds by Shares and Four thousand Pounds by borrowing or by Shares, and they have raised by Shares the whole of the said Sum of Twenty-four thousand Pounds, and expended the same in carrying the Purposes of the said Act into execution: And whereas the Population and Number of Houses within the said Townships of *Farnworth* and *Kearsley* have of late Years greatly increased and are still increasing, and the Company require further Powers and Capital to enable them effectually to carry on their Undertaking: And whereas it is expedient that the Company should be empowered to light with Gas not only the said Townships of *Farnworth* and *Kearsley*, but also Parts of the adjacent Townships or Hamlets of *Little Hulton*, *Little Lever*,
[Local.] 5 Q *Pilkington*,
17 & 18 Vict. c. clxvii.

The Farnworth and Kearsley Gas Act, 1868.

Pilkington, and Outwood, in the County of Lancaster: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

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

Recited Act
and this Act
to be read
as One.

2. The recited Act and this Act shall be read and construed and shall have Effect as if they were One Act, but this Act shall not have any retrospective Operation.

26 & 27 Vict.
c. 118. in-
corporated.

3. Parts I., II., and III. of "The Companies Clauses Act, 1863," relating respectively to Cancellation and Surrender of Shares, to additional Capital, and to Debenture Stock, shall (except where expressly varied by this Act) be incorporated with and form Part of this Act.

Interpreta-
tion of
Terms.

4. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated therewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act, or in any Act wholly or partially incorporated therewith, 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.

Limits of
Supply.

5. Subject to the Provisions of this Act, the Limits of this Act for the Supply of Gas by the Company shall comprise and include the several Townships and Parts of Townships and Places described and contained in the Schedule to this Act.

For Protec-
tion of Rad-
cliffe and
Pilkington
Gas Com-
pany.

6. And whereas the Parts of the Township of *Little Lever* and the Hamlet of *Outwood*, which are included within the Limits of this Act, are also comprised within the Limits of the *Radcliffe and Pilkington Gas Act, 1854*, but have not hitherto been lighted by the *Radcliffe and Pilkington Gas Company*, and the Company have laid down Mains and supply Gas within the said Part of the Hamlet of *Outwood*: Be it enacted, That the Company shall not lay down any further Main, Service Pipe, or other Apparatus for supplying Gas within the said Parts of the said Township or Hamlet until after the First Day of *October* One thousand eight hundred and sixty-

The Farnworth and Kearsley Gas Act, 1868.

sixty-nine, except with the Consent of the *Radcliffe and Pilkington Gas Company*; and if before the First Day of *October* One thousand eight hundred and sixty-nine the *Radcliffe and Pilkington Gas Company* shall have given Notice of their Intention to purchase the Company's Mains, Pipes, and Gas Apparatus within the said Part of the Hamlet of *Outwood*, and shall have extended their Mains so as to enable them to supply Gas within the said Parts of the said Township and Hamlet, the said Parts of the said Township and Hamlet shall not be deemed to be within the Limits of this Act, and the Company are hereby required, upon the Application at any Time before the said First Day of *October* One thousand eight hundred and sixty-nine of the *Radcliffe and Pilkington Gas Company*, to sell to that Company the said Mains, Pipes, and Gas Apparatus, and any Dispute which may arise between the Two Companies as to the Amount of Purchase Money shall be ascertained and settled by Arbitration, under the Powers and subject to the Incidents of the Companies Clauses Consolidation Act, 1845.

7. The Company may from Time to Time raise, in addition to the Capital which they are authorized to raise, any further Sums not exceeding in the whole Thirty thousand Pounds by the Creation of new Ordinary or new Preference Shares, or (at the Option of the Company) partly by new Ordinary and partly by new Preference Shares.

Power to Company to raise additional Capital.

8. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid in respect thereof.

Shares not to issue until One Fifth paid up.

9. Save as by this Act otherwise provided, the Holders of Shares or Stock in the additional Capital hereby authorized to be raised shall be entitled to the like Rights and Privileges, and be subject to the like Liabilities, as the Holders of Shares or Stock in the existing Ordinary Capital of the Company.

Privileges, &c. of the Holders of new Capital.

10. It shall not be lawful for the Company in any Year to make out of their Profits any larger Dividend on the additional Share Capital of Thirty thousand Pounds to be raised under the Powers of this Act than Seven Pounds in respect of every Hundred Pounds actually paid of such Capital on Ordinary Shares, or Six Pounds in respect of every Hundred Pounds actually paid of such Capital on Preference Shares.

Limits of Dividend on new Capital.

11. The Company may from Time to Time borrow on Mortgage as herein-after mentioned such Sums as they think fit, not exceeding in the whole Seven thousand five hundred Pounds; that is to say, when

Power to borrow on Mortgage.

The Farnworth and Kearsley Gas Act, 1868.

when Four thousand Pounds of the new Capital by this Act authorized to be raised have been subscribed for, *bonâ fide* issued, and accepted, and One Half thereof is paid up, they may borrow on Mortgage any Sum of Money not exceeding One thousand Pounds, and a like additional Sum of One thousand Pounds when and as each further Sum of Four thousand Pounds of the said new Capital is subscribed for, *bonâ fide* issued, and accepted, and One Half thereof is paid up, until the Capital so subscribed for amounts to Twenty-four thousand Pounds; and afterwards when the remaining Six thousand Pounds of the Thirty thousand Pounds has been subscribed for, *bonâ fide* issued, and accepted, and One Half thereof is paid up, they may borrow on Mortgage the remaining One thousand five hundred Pounds of the said Sum of Seven thousand five hundred Pounds; but no such borrowing Power shall be exercised by the Company until they shall prove to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all of the additional Capital in respect whereof the borrowing Powers are sought to be exercised 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 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 Proofs aforesaid have been given, which Certificate shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Receiver.

12. The Mortgagees of the Company may enforce Payment of Arrears of Interest or Principal, or Principal and Interest, due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver in respect of Principal, or Principal and Interest, the Amount owing to the Mortgagees by whom the Application for a Receiver is made shall not be less than One Tenth of the Amount which the Company are for the Time being authorized to borrow on Mortgage.

Debenture Stock.

13. The Company may create and issue Debenture Stock.

Application of Money raised under the Act.

14. All Monies which the Company are by this Act authorized to raise by new Shares, Debenture Stock, or Mortgage shall be applied only to the Purposes of the recited Act and this Act, or One of them.

Obligations on Company as to Supply.

15. The Company shall, on the Request in Writing of the Owner or Occupier of any Building or Part of a Building within Twenty Feet

The Farnworth and Kearsley Gas Act, 1868.

Feet of which any Main Pipe of the Company is laid, furnish to such Owner or Occupier a Supply of Gas for such Building or Part of a Building on the following Conditions; *viz.*,

First. That the Owner or Occupier making such Request do, if required by the Company, give to them at his own Expense reasonable Security for Payment of the Gas to be supplied :

Second. That such Owner or Occupier do pay the Cost of, and the Expense of, laying all necessary Pipes for such Supply beyond the Line of Street or Road where the Main of the Company is placed :

Third. That such Owner or Occupier do, if required by the Company, pay in advance the estimated Amount of such Cost and Expenses :
And any Dispute as to any Matter arising under the present Section shall be settled by Arbitration in manner provided by the Companies Clauses Consolidation Act, 1845.

16. The Company, with the Consent of the Owner or 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, or any Street, Road, Market Place, or Public Building or Place, and may provide and set up any Apparatus necessary for securing to such Building, Street, Road, Market Place, or Public Building or Place a proper and complete Supply of Gas, and for measuring and ascertaining the Extent of such Supply, and from Time to Time repair, replace, alter, or discontinue and remove any such Pipe, Branch, or Apparatus.

Power to place Lights against Buildings.

17. All the Gas to be supplied by the Company shall be of such Quality as to produce from an Argand Burner having Fifteen Holes and a Seven-inch Chimney, and consuming Five Cubic Feet of Gas an Hour, a Light equal in Intensity to the Light produced by Fourteen Sperm Candles of Six to the Pound, burning One hundred and twenty Grains an Hour.

Illuminating Quality of Gas.

18. The Company shall, within Six Months after the passing of this Act, cause to be erected in some convenient Part of their Works an experimental Meter furnished with an Argand Burner having Fifteen Holes and a Seven-inch Chimney, or other approved Burner or Chimney capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus, for testing, and so situate and arranged as to test, the illuminating Power of all the Gas supplied to the Consumers ; and the Company shall at all Times keep and maintain the experimental Meter and Apparatus in good and working Order, and, if and when necessary, renew the same.

Experimental Meter.

19. After the Erection of the said experimental Meter it shall at any Time be lawful for any Two Justices, on receiving a Requisition
[Local.] 5 R signed

Consumers may test the illuminating

The Farnworth and Kearsley Gas Act, 1868.

Power of
the Gas.

signed by not less than Five Consumers of the Gas of the Company complaining that the Gas supplied to them is not, in their Judgment or Belief, of the full illuminating Power prescribed by this Act, if they shall think fit, by Order in Writing under their Hands, to appoint some competent Person to proceed to the Works of the Company, and the Person so appointed may at any reasonable Hour in the Daytime, on producing the said Order, enter on the Premises of the Company, and in the Presence of the Manager, Superintendent, or other Officer of the Company make Experiment of the illuminating Power of the Company's 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 making such Experiment; and if it shall be thereupon proved to the Satisfaction of the said Two Justices, after hearing the Parties, that the illuminating Power of the Gas supplied by the Company did not, when so tested as aforesaid, equal the illuminating Power by this Act prescribed, or that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or wilfully hindered or prevented the making of such Experiment, in any such Case the Company shall forfeit such Sum, not exceeding Twenty Pounds, as the said Justices shall determine.

Costs of Ex-
periment to
be paid
according
to Event.

20. 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 upon the Company shall be paid, together with such Penalty, by the Company; but in the event of no Penalty being imposed on the Company, such Costs shall be awarded to be paid to the Company by the Persons making such Requisition as aforesaid, and shall be paid or levied accordingly.

Recovery of
Gas Rents,
Fittings, &c.

21. In addition to the Powers 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, and all Damage, Costs, and Expenses, by Action in any Court of competent Jurisdiction.

Register of
Meters,
primâ facie
Evidence.

22. The Register of the Meter shall be *primâ facie* Evidence of the Quantity of Gas consumed by any Customer of the Company, and in respect of which any Rent is charged and sought to be recovered by the Company: Provided always, that if any Meter becomes defective, or if in any Case the Company have reason to believe that the Quantity of Gas appearing by the Register to have been

The Farnworth and Kearsley Gas Act, 1868.

been consumed is not the Quantity actually consumed, the Company may charge and recover in respect of the Quantity actually consumed, and if the Company and the Customer differ as to the Quantity, such Difference shall be determined upon the Application of either Party by Two Justices, who may also order and direct by which of the Parties the Costs of and relating to the Proceedings before them shall be paid.

23. Every Person becoming the Occupier of any Building or Land previously supplied with Gas by the Company for any former Occupier, or for any other Person, who shall use, consume, or burn Gas supplied by the Company before he shall have given Notice in Writing to the Company of his Intention to do so, shall for every such Offence be liable to a Penalty not exceeding Five Pounds, and shall pay the Company for all Gas consumed by him, together with any Rent or Sum of Money which may be owing to the Company in respect of such previous Supply, the Amount of such Payment, Rent, or Sum of Money, in case of Dispute, to be ascertained by a Justice of the Peace; but, except as aforesaid, no incoming Tenant shall be liable for any Arrears of an outgoing Tenant.

Penalty on Persons consuming Gas without Notice to Company.

24. 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 of any Meter, or shall prevent 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 in any Case in which any Person shall have wilfully or fraudulently injured or suffered to be injured any Meter or Fittings belonging to the Company, or shall have fraudulently altered the Index to any Meter, or prevented any Meter from duly registering the Quantity of Gas supplied, the Company may also discontinue the Supply of Gas to the Person so offending (notwithstanding any Contract previously existing) for the Space of Six Months from the Commencement of such Discontinuance; 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 such Alteration or Prevention, as the Case may be, has been fraudulently, knowingly, and wilfully caused by the Consumer using such Meter.

Fraudulently injuring Meters, &c.

25. In all Cases in which the Consumer shall cease to require a Supply of Gas, and in all Cases in which the Company are authorized

Power to remove Pipes, &c.
to

The Farnworth and Kearsley Gas Act, 1868.

when Supply
of Gas dis-
continued.

to take away and cut off the Supply of Gas from any Land or House under the Provisions of this Act, the Company, their Officers or Workmen, after giving Twenty-four Hours previous Notice in Writing, under the Hand of the Secretary or Manager for the Time being of the Company, to the Occupier, or, if unoccupied, then to the Owner or Lessee of any Land, House, or Building in which any Pipes, Mains, Meters, Fittings, or Apparatus belonging to the Company are laid or fixed, may enter such Land, House, or Building between the Hours of Eight in the Morning and Six in the Afternoon for the Purpose of removing and to remove such Pipes, Mains, Meters, Fittings, or Apparatus, repairing all Damage caused by such Entry or Removal; and every such Notice shall be served by being delivered to the Person for whom it is intended, or by being left at his last known or usual Place of Abode, or sent by Post addressed to such Person, or if such Person or his Address be not known to the Company, and cannot after due Inquiry be found or ascertained, then by affixing it for Three Days to some conspicuous Part of the House or Building.

Expenses of
Act.

26. All Costs, Charges, and Expenses of and incident to the applying for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

The SCHEDULE referred to in the foregoing Act.

The Township of Farnworth.

The Township of Kearsley.

That Portion of the Township of Little Hulton next adjacent to and lying South of the Townships of Farnworth and Kearsley, commencing at the South-east Corner of the Township of Kearsley, and extending thence Westerly along the Northerly Boundary of the Township of Worsley to a Culvert near to Stone Pit Colliery; thence along a Road called Moss Lane to its Junction with Cleggs Lane, South of Sod Hall; thence in a Southerly Direction along Cleggs Lane to the Junction of Old Road; thence along Old Road past Hope Hey, Captain Fold, and Bullows, to the Boundary of the Township of Farnworth.

That Portion of the Township of Little Lever bounded on the Northerly and Easterly Sides by the Manchester and Bolton Canal, and on the Southerly Side by the Boundary of the Hamlet of Outwood in the Township of Pilkington.

That Portion of the Hamlet of Outwood in the Township of Pilkington bounded on the Northerly Side by the Township of Little Lever, on the North-easterly and Easterly Sides by the Manchester and Bolton Canal, and on the Southerly Side by the River Irwell.

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