



ANNO QUINTO

# GEORGII IV. REGIS.

\*\*\*\*\*

*Cap. cx.*

An Act for lighting with Gas the Town and Neighbourhood of *Leeds* within the Parish of *Leeds* in the West Riding of the County of *York*.

[4th June 1824.]

**W**HEREAS the Town of *Leeds* in the Borough of *Leeds* in the West Riding of the County of *York*, and the Neighbourhood thereof, are large and populous, and it would be of great Advantage to the Public, and to the Inhabitants, and to Persons travelling along the Streets, Ways, Passages, and Places in and through the same Streets, Ways, and other public Passages and Places, if the same were better lighted: And whereas Inflammable Air or Gas may be obtained from Oil, and other Materials and Matters: And whereas the said Inflammable Air or Gas, being conveyed by means of Pipes, may be used for lighting the several Streets, Squares, Market Places, Courts, Yards, Passages, Lanes, Highways, and other Ways and Places within the said Town and Neighbourhood of *Leeds*, within the Borough of *Leeds*, and for lighting private Houses, Shops, Inns, Taverns, Countinghouses, Warehouses, and public Works and Manufactories, and other Buildings: And whereas the several Persons herein-after named are willing and desirous, at their own Costs and Charges, to effect the several beneficial Purposes aforesaid; but the same cannot be carried fully and completely into Execution without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Par-

[Local.]

28 Q

liament



Company  
incorporated.

liament assembled, and by the Authority of the same, That *Joseph Armistead, Richard Appleyard, John Atkinson, John Atkinson the younger (Mill Hill), Thomas Anderton, James Anderson, John Asquith, Joseph Armistead the younger, John Armistead, Grace Addinell, Elizabeth Ashforth, Edward Baines, John Balme, John Binns, William Blackburn, George Burniston, Samuel Brownridge, John Beckett (Tobacconist), John Edward Brooke, Abraham Beever, William Blaxland, William Beckwith, William Booker, John Brown, Thomas Blackburn, Henry Broadhead, James Broadhead, John Baylis, John Birdsall, Carrick Blanchard, James Baldwin, Ann Baldwin, Ann Brownbill, William Bedford, Joseph Barraclough, George Backhouse, George Brownless, James Beaumont, Joseph Burnett, James Birch, James Bowes, Elizabeth Bowes, Joshua Briggs, James Briggs, Susannah Briggs, Ann Briggs, Thomas Button, Samuel Bowell, Benjamin Beverley, Matthew Bateson Beverley, Eliza Ann Beverley, James Bilbrough, Beaumont Broadbent, John Rainforth Bywater, Edwin Birchall, Thomas Bischoff, James Brown, David Blakey, Samuel Jowett Birchall, Alfred Birchall, Mary Brantingham, Charles Barr, George Bullock, Robert Benson, William Williams Brown, Sarah Bearpark, Edward Bew, John Craven, Charles Charnock, Cicely Crowder, George Cooper, William Coates, James Colbeck, Elisha Crosland, Henry Cooper, Christopher Crosland, Ralph Coulson, Joseph Gbeetham, John Cross, Joseph Chippendale, Charles Crabtree, Benjamin Cromack, Thomas Cordingley, John Coggin, John Calvert, James Cran, Joshua Calvert, Mary Carr, Elizabeth Carr, John Coultate, Newman Cash, William Colbeck, Edward Cockerham, William Clerk, Elizabeth Charlesworth, Henry Cockcroft, Christiana Crayshaw, James Clarkson, George Cromack the younger, Samuel Dunn, John Dodgson, Thomas Dutton, James Driver, William Denton, Jonathan Dickinson, Joseph Ditch, William Dawson, George Dearlove, Howson Duffield, George Dunbar, John Dalton, Benjamin Dixon, Charles Dalton, Joseph Dunning, Eliza Ann Dickinson, Joshua Dixon, Robert Elam, Catherine Elam, Samuel Edmondson, William Eastwood, Robert Emmott, S H Fletcher, James Fowler, Mary Fowler, Charles Fowler, Betty Fox, Thomas Fisher, Benjamin Fisher, Hannah Fenton, John Hudson Feather, Joseph Fowler, Mary Franks, John Fretwell, George Foster, Ann Fawcett, Richard Field, John Frankland, John Fagan, Joseph Frankland, John Gott, William Gott, Hannah Grimshaw, Henry Greenwood, William Greenwood, Thomas Giles, William Richard Galpine, Moses Giles, Elizabeth Garthforth, Joseph Green, Samuel Glover, Elizabeth Garrett, William Greenwood, William Garland, John Garland, James Gouthorpe, William Gilpin, William Gatliffe, Thomas Gatliffe, Caleb Grimshaw, Edward Gordon, George Gill, John Gowland, Jane Gatliffe, Rosamond Gaskell, Robert Harrison, Joseph Hardwick, Thomas Hardwick the younger, William Heighington, George Hardisty, Charles Harrison, Samuel Hirst, George Kostar Hirst, Christopher Hogg, Thomas Hall, Benjamin Hirst, Samuel Harland, Thomas Hebden, John Heaton, Samuel Heaton, John Hopps, Judith Hardisty, John Hogg, William Hodgson, Thomas Hogg, Richard Hargreave, John Hayes, Thomas Hepworth, William Hey the younger, Robert Hargreave, John Haigh, John Hindle, James Hargrave (Mill Garth), William Holmes, Christopher Heaps, Samuel Higham, James Hargreave (Kirkstal), James Hargreave (Kirkgate), Robert Hardisty, Edward Hardisty, Mrs. Harrison (Moortown), Joseph Hodgson, William Harrison, Mrs. Harrison (Hunslet Lane), John Holmes, William Wilkies Hill, William Hirst, William Holmes, William Holliday, Timothy Hawkesworth, John Pease Hawkesworth, Thomas Hawkesworth, John Hind, Kenyon Hind, Samuel Hare, Benjamin Hogg, Thomas Holdsworth,*



worth, Major Hirst, Martha Holdsworth, Joseph Hutton, John Hutton, William Handley, Joseph Hall, James Hubbard, Thomas Hall, Thomas Holt, James Hirst, Mary Haigh, Mary Hudson, William Harding, John James Jackson, Catherine Jackson, George Jepson, Matthew Johnson, Robert Issott, William Thomas Outhwaite Joy, Edward Joy, William Joy the younger, Ellis Jackson, Michael Johnson, Thomas Incbbold, Henry F Jordon, Benjamin Jackson, Thomas Judson, Stow Gervas, George Jackson the younger, Henry Jackson, James Ingham, James Johnson, David Kirkman, Robert Kirby, Thomas Kendall, John Kendall, Joseph Kirk, Jonathan Lupton, Samuel Lumb, Thomas Lumb, Mary Lofthouse, Thomas Mann Lee, Thomas Lancaster, Mary Lupton, William Lancaster, William Burford Legg, George Lee, Joseph Layton, Thomas Lewis, John Linley, Abraham Longbottom, James T Leather, John Lee, Joseph Lee, Richard Lengthorne, James Lengthorne, Joseph Longbottom, Edward Lengthorne, Thomas Lengthorne, William Lengthorne, James Musgrave, Joseph William Moore, Benjamin Musgrave, Ann Musgrave, Samuel Musgrave, Matthew Mason, Henry Mason, Elizabeth Mason, Thomas Morgan, Thomas Thompson Metcalfe, Benjamin Mallorie, John Mallorie, W C W Mitchell, Lydia Mallison, William Mawson, William Marshall, Joseph Midwood, John Mason, William Marsden, Joshua Muff, Mary Marriott, Susannah Mitchell, William Mitchell, Mary Martin, John Moss, William Mawson (Burmantofts), William Mortimer, Joseph Medley, Joseph Medley the younger, William Moore, Daniel Burton Mouncey, Charles Maikins, Lucy Maikins, William Miers, William Newby, William Nicholson, Edward Stephen Nicholson, Emma Nicholson, George Nussey, Thomas Noble, John Nelson the younger, Samuel Ogle, Sarah Ogle, John Oliver, Thomas Palmer, John Pulleine, John Pulleine the younger, Percival Phillips, John Phillips, Edward Peacopp, Ann Peacopp, William Price, Thomas Pape, Samuel Pounder, Norris Peacock, John Priestley, David Porritt, Wright Porritt, William Preston, Matthew Pearson, John Pearson, Joseph Pickles, Sarah Poe, William George Rowley, Mervyn Richardson, James Robinson, William Rawson, Ann Rawson, John Rawson, William Rawson the younger, Timothy Roberts, William Skelton Rowley, Frances Rowley, Skelton George Rowley, John Rayner, John Ripley, Anthony Robinson, Jane Robinson, Mary Ann Robinson, Sarah Robinson, Eliza Robinson, John Rinder, William Rinder, John William Rhodes, Joseph Rothery, Thomas Robinson, William Robinson, John Templeton Richardson, John Ramsden, Rebecca Robinson, Thomas Rhodes, William Randall, Richard Richardson, John Raistrick, Thomas Robinson, John Rinder (Duncan Street), John Rothery, John Ripley, Henry Spink, William Slade, Thomas Senior, William Squire, Elizabeth Senior, John Sampson, Isabella Smith, Edwin Simpson, Edwin Smith, John Stanley, Joseph Sugden, Sarah Sugden, Mary Sugden, Joseph Shaw, William Smith, John Smithson, Samuel Smith, Thomas Smith, Mary Stead, Sarah Stead, Ann Stead, Samuel Swan, William Stears, Samuel Stead, John Stead, Margaret Stead, George Smith, William Smith, Eliza Smith, Sarah Smith, Maria Smith, James Smith, Elizabeth Storey, James Seel, John Simpson, Thomas Smith (Simpson's Fold), John Poper Sanderson, T W Scarf, Thomas Thompson Smith, John Sturdy, John Slater, William Gilyard Scarth, Thomas Sherwood, John Sykes, Joseph Shaw, Francis Stewart, Susannah Shackleton, John Smith, Edward Robert Stubbins, Henry Stubbins, Elizabeth Rose Stubbins, Mary Ann Stubbins, Rosamond Stubbins, John Spence, Thomas Smith, Richard Topham, Timothy Thistlewaite, Joseph Tebbs, Richard Topham (Kirkgate), Samuel Topham, Dennis Topham, Mary Topham,



*Topham, James Samuel Tidmas, Elizabeth Topham, John Teale, Joseph Teale, Thomas Turnbull, William Turnbull, John Thorp, Thomas Turtle, John Talbot, John Teasdale, William Umpleby, James Wade, John Wade, Thomas Wade, Charles Whiteley, John Walker, Nathan Whitley, John Wormald, George Wardle, Robert Wilkinson, Martha Waddington, William Wood, Benjamin Wilson, Thomas Wilkinson, John Wilson, Daniel Whitworth, Cain Walsh, John Wales, Thomas Warham, Henry Woodhead, James Wood, Benjamin Wade, Thomas Wigglesworth, Francis Wood, Francis Wardle, Elizabeth Wilkinson, John Whitehead, Joseph Wood, Mary Webster, John Whitaker, John Walker, Ann Wilkinson, John Walsh, William Wigglesworth, Richard Skelton Whitaker, William Whitaker, John Wilson, John Wainwright, Henry Wilkinson, John Wood, Thomas Wright, Henry Wylie, James White, William Wass, Edward Wood, William Walker, James Walker, Edward Wales, William Woodhead, Charles Wellbeloved, John Yewdale, and all and every such other Person and Persons as shall from Time to Time become a Subscriber and Subscribers, and be duly admitted a Proprietor and Proprietors, as herein-after mentioned, and their respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby declared to be One Body Politic and Corporate, by the Name of "The Leeds Oil Gas Light Company," and by that Name shall have perpetual Succession, and a Common Seal, and by that Name shall and may sue and be sued, plead and be impleaded at Law or in Equity, and shall and may prefer and prosecute any Bill of Indictment against any Person or Persons who shall commit any Felony or Offence indictable by the Laws of this Realm; and the said Company shall be established for the Purpose of producing Inflammable Air or Gas from Oil, and any other Materials or Matters (except as herein-after mentioned) for lighting the said Town of Leeds, and the Neighbourhood thereof, within the Borough of Leeds, with Gas; and shall have full Power from Time to Time to make Contracts, or to agree with the Commissioners, Assessors, or other Persons acting under the Authority of any Act or Acts of Parliament, for lighting or otherwise improving the said Town of Leeds, and the Neighbourhood thereof, within the said Borough of Leeds, or either of them, or any Part thereof, or with any other Persons or Person, Body Politic, Corporate, or Collegiate, or Corporation Aggregate or Sole, who may be willing to contract or agree with the said Company for the lighting with Gas the said Town of Leeds and the Neighbourhood thereof, within the said Borough of Leeds, or any Part or Parts thereof respectively, or any public Streets, Squares, Highways, Market Places, Courts, Yards, Passages, Lanes, Ways, Passages, and Places, and also private Houses, Shops, Inns, Taverns, Countinghouses, Warehouses, and public Works and Manufactories, and other Buildings, of whatever Denomination the same may be, or any of them, within the said Town of Leeds, and the Neighbourhood thereof, within the said Borough of Leeds, or either of them, or any Part thereof respectively, and to sell and dispose of such Oil, Materials, and Matters as aforesaid.*

Their Style.

Gas not to be made from Coal.

II. Provided always, and it is hereby further enacted, That nothing in this Act shall extend to authorize, nor shall it be lawful for the said Company to manufacture or produce Gas or Inflammable Air from Pit Coal, Slack, Cannel Coal, or Coal of any other Species, Description, or Denomination, or the Products or Residuum obtained therefrom.

III. And whereas by an Act passed in the Fifty-eighth Year of the Reign of His late Majesty, intituled *An Act for lighting with Gas the Town and Neighbourhood of Leeds in the Borough of Leeds in the West Riding of the County of York*, certain Persons therein named were incorporated by the Name of "*The Leeds Gas Light Company*;" and it was thereby declared that the said Company should be established for the Purpose of producing Inflammable Air, Carbonated Hydrogen, Coal Gas, Coke, Oil, Tar, Pitch, Asphaltum, Ammoniacal Liquor, and Essential Oil, and for lighting with Gas the said Town of *Leeds* and the Neighbourhood thereof within the Borough of *Leeds*: And whereas the said *Leeds Gas Light Company* have consented and agreed to restrain and debar themselves from manufacturing or producing Gas or Inflammable Air, or the Products to be obtained in making the same from Oil; be it therefore further enacted, That it shall not be lawful for the said *Leeds Gas Light Company* to manufacture or produce Gas or Inflammable Air, or the Products to be obtained in making the same, from Oil, any Law or Statute to the contrary notwithstanding.

58G.3. c. 56.

The Leeds Gas Company incorporated under recited Act not to make Gas from Oil.

IV. And be it further enacted, That in order to enable the said Company to construct or make Gasometers, and other Manufactories and Works necessary for the Purposes of this Act, it shall be lawful for the said Company, or their Committee of Management to be appointed in pursuance of this Act for the Time being, and they are hereby respectively empowered to contract and agree for the absolute Purchase of any Lands, Tenements, or Hereditaments, not exceeding in the Whole the Space of Six Statute Acres within the said Town and Borough, or either of them, with any Body Politic, Corporate, or Collegiate, or any Tenant or Tenants for Life or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives, or with any Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees for Lunatics and Idiots, or other Trustees whomsoever, not only for and on behalf of themselves, their Heirs, and Successors, but also for and on behalf of their Cestuique Trusts respectively, whether Infants or Issue unborn, Lunatics, Idiots, Femmes Covert, or other Persons under any Disability of acting for themselves, and also with all Femmes Covert who are or shall be seised, possessed of, or interested in their own Right, or with any Person or Persons whomsoever who shall be willing to sell the same, or his, her, or their Right and Interest in the same, for the Uses and Purposes of this Act; and it shall be lawful for the said Company and their Successors to hold such Lands, Tenements, and Hereditaments, and any Term, Right, and Interest therein, so purchased as aforesaid, without incurring or being subject to any of the Penalties or Forfeitures of the Statutes of Mortmain, or of any other Law or Statute whatsoever, and also at any Time or Times thereafter to sell or dispose of the said Lands, Tenements, or Hereditaments, or any of them, as they shall think proper, and from Time to Time to purchase and hold other Lands, Tenements, or Hereditaments more suitable for the Uses and Purposes of this Act, and again to sell the same in like Manner, subject to the Provisions and Directions in this Act contained.

Power to purchase Lands, &amp;c.

V. And be it further enacted, That it shall be lawful for all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, and all

Body Politic, &amp;c. empowered to sell.

[Local.]

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Tenants



Tenants for Life or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives, and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees for Lunatics and Idiots, and other Trustees whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of their Cestuique Trusts respectively, whether Infants or Issue unborn, Lunatics, Idiots, or Femes Covert, or other Persons under any Disability of acting for themselves, and also for all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, and for all and every other Persons and Person whomsoever, who are or shall be seised, possessed of, or interested in any Lands, Tenements, or Hereditaments, which the said Company are enabled to purchase for the Uses and Purposes of this Act, to contract and agree with the said Company, or the said Committee of Management, for the Sale thereof, or of any Part thereof, and to sell and convey the same, or any Part thereof, and all Estate, Right, Title, and Interest whatsoever of, in, and to the same, to the said Company and their Successors, for the Purposes of this Act; and all Contracts, Bargains, Sales, and Conveyances which shall be so made by virtue and in pursuance of this Act, shall, without any Fine or Fines, Recovery or Recoveries, or other Conveyances or Assurances in the Law whatsoever, be good, valid, and effectual to all Intents and Purposes, not only to convey the Estate and Interest of the Party and Parties so conveying, but also to convey all Right, Estate, Interest, Use, Property, Claim, and Demand whatsoever of their said several Cestuique Trusts, and of all Persons whomsoever claiming or to claim by, from, or under them, and of all Persons entitled in Remainder or Reversion expectant on any such particular Estate, and the same shall be deemed and considered to bar the Dower and Dowers of the Wife and Wives of such Party and Parties, and all Estates Tail, and other Estates Tail, and other Estates in Possession, Reversion, Remainder, or Expectancy, and the Issue and Issues of such Party and Parties claiming under them, or any of them respectively, any Law, Statute, or Usage, or any other Matter or Thing whatsoever to the contrary thereof in anywise notwithstanding; and all Bodies Corporate or Collegiate, Corporations Aggregate or Sole, and all Tenants for Life or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives, and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees, Trustees, and all other Persons whomsoever, are and shall be indemnified for what they shall do by virtue and in pursuance of this Act.

Application  
of Purchase  
Money  
amounting to  
200*l.*

VI. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands, Tenements, or Hereditaments, to be purchased by virtue of the Powers of this Act which shall belong to any Body Politic, Corporate or Collegiate, Ecclesiastical or Civil, Corporation Aggregate or Sole, Tenant for Life or in Tail, or to any Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Idiot, Lunatic, Feme Covert, or other Cestuique Trust, or any Person or Persons whose Lands, Tenements, or Hereditaments are limited in strict or other Settlement, or to any Person under any other Disability or Incapacity, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England*,



in the Name and with the Privity of the Accountant General of the Court of the Exchequer, to be placed to his Account there, *ex parte* "The Leeds Oil Gas Light Company," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His present Majesty King George the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes,* 1 G. 4. c. 35. and the General Orders of the said Court, and without Fee or Reward; and shall, when so paid in, there remain until the same shall, by Order of the said Court, made upon a Petition to be preferred to the said Court in a summary Way, by the Body or Bodies, Person or Persons who would have been entitled to the Rents and Profits of the said Lands, Tenements, or Hereditaments, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or Debts, or other Incumbrances affecting the same Lands, Tenements, or Hereditaments, or affecting other Lands, Tenements, or Hereditaments standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary, or until the same shall upon the like Application, be laid out in a summary Way, by Order of the said Court, in the Purchase of other Lands, Tenements, or Hereditaments, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner as the Lands, Tenements, or Hereditaments which shall be so purchased as aforesaid stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime, and until such Order can be made, the said Money may, by Order of the said Court, upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime and until the said Bank Annuities, or Government or Real Securities, shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends or Interest and annual Produce of the said Consolidated or Reduced Bank Annuities, or Government or Real Securities, shall from Time to Time be paid, by the Order of the said Court, to the Body or Bodies, Person or Persons who would for the Time being have been entitled to the Rents and Profits of such Lands, Tenements, or Hereditaments so to be purchased, conveyed, and settled.

VII. Provided always, and be it further enacted, That if any Money so agreed to be paid for any Lands, Tenements, or Hereditaments to be purchased for the Purposes of this Act, and belonging to any Corporation, or to any Person or Persons under Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall exceed or amount to the Sum of Twenty Pounds, then and in all such Cases the same shall, at the Option of the Body or Bodies, Person or Persons for the Time being entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, or of his, her, or their Guardian or Guardians, Committee or Committees, in case of Infancy, Idiotcy,

Application  
of Purchase  
Money when  
less than  
200*l.* and not  
less than 20*l.*



Idiotcy, Lunacy, or other Incapacity, with the Approbation of the said Company, or any Three or more of the Committee of Management of the said Company, to be signified in Writing under their respective Hands, be paid into the said Bank of *England*, in the Name and with the Privity of the said Accountant General of the Court of Exchequer, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid at the like Option, and with the like Approbation, to Two Trustees, to be nominated by the Body or Bodies, Person or Persons, who for the Time being would be entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so to be purchased and settled, such Nomination to be approved of by Three or more of the said Committee of Management, and such Nomination and Approbation to be signified in Writing under the Hands of the nominating and approving Parties; and the Money so paid to such Trustees, and the Dividends and Produce arising thereon and therefrom, shall be by them applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer, but without obtaining or being required to obtain any Order of the said Court touching the Application thereof.

Application  
of Purchase  
Money when  
less than 20*l*.

VIII. Provided also, and be it further enacted, That where such Money so to be paid as last herein-before mentioned shall be less than Twenty Pounds, then and in all such Cases the same shall be paid to the Body or Bodies, Person or Persons, who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased for the Purposes of this Act, for his, her, or their own Use and Benefit; or in case of Infancy, Idiotcy, Lunacy, or other Incapacity, then such Money shall be paid to his, her, or their Guardian or Guardians, Committee or Committees, Trustee or Trustees, to and for the Use and Benefit of such Person or Persons respectively entitled thereto.

Persons in  
Possession  
presumptive-  
ly entitled.

IX. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Body or Person to any Money to be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the said Court of Exchequer, in pursuance of this Act, for the Purchase of any Lands, Tenements, or Hereditaments, or of any Estate, Right, Title, or Interest in any Lands, Tenements, or Hereditaments to be purchased in pursuance of this Act, or to any Bank Annuities or Government or Real Securities, to be purchased with any such Money, or to the Dividends or Interest of any such Bank Annuities, or Government or Real Securities, the Body or Bodies, Person or Persons, who shall have been in Possession of such Lands, Tenements; or Hereditaments at the Time of such Purchase, and all Persons claiming under such Body or Bodies, Person or Persons, or under the Possession of such Body or Bodies, Person or Persons, shall be deemed and taken to have been lawfully entitled to such Lands, Tenements, or Hereditaments, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court, and the Dividends or Interest of the Bank Annuities, or Government or Real Securities, to be purchased with such Money, and also the Capital of such Bank Annuities, or Government or  
Real



Real Securities, shall be paid, applied, and disposed of accordingly, unless it shall be made appear to the said Court that such Possession was a wrongful Possession, and that some other Body or Bodies, Person or Persons, was or were lawfully entitled to such Lands, Tenements, or Hereditaments, or to some Estate or Interest therein.

X. Provided also, and be it further enacted, That where by reason of any Disability or Incapacity of the Person or Persons, or Corporation, entitled to any Lands, Tenements, or Hereditaments, to be purchased under the Authority of this Act, the Purchase Money for the same shall be required to be paid into the Bank of *England*, or to be applied in the Purchase of other Lands, Tenements, or Hereditaments, to be settled to the like Uses in pursuance of this Act, it shall be lawful for the said Court to order the Expences of all Purchases from Time to Time to be made in pursuance of this Act, or so much of such Expences as the said Court shall deem reasonable, together with the necessary Costs and Charges of obtaining such Order, to be paid by the said Company out of the Monies to be received by virtue of this Act, who shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

Court may order reasonable Expences of Purchases to be paid by the Company.

XI. And be it further enacted, That upon Payment of the Money so contracted or agreed to be paid for the Purchase of such Lands, Tenements, or Hereditaments by the said Company, to the Party or Parties respectively entitled to the same, or their Agents, or upon Payment thereof into the Bank of *England* for the Purpose of being disposed of in Manner herein-before directed (as the same may be), and a Receipt or Receipts, Certificate or Certificates obtained for such Payment or Payments, all the Estate, Right, Title, Interest, Use, Trust, Property, Claim and Demand in Law or Equity, of the Party and Parties, and Person and Persons respectively, to whom or for whose Use the same shall be paid in, to, or out of such Lands, Tenements, or Hereditaments, shall vest in the said Company and their Successors for ever, for effecting the Uses and Purposes of this Act, and the said Company shall immediately thereupon be deemed in Law to be in the actual Seisin or Possession thereof, to all Intents and Purposes whatsoever, as fully and effectually as if every Person having any Estate in the Premises had actually conveyed and assured the same Lands, Tenements, and Hereditaments unto the said Company, their Successors and Assigns, conformably to the Directions and according to the Form herein prescribed.

On Payment of Purchase Money, Premises to be vested in the Company.

XII. And be it further enacted, That all Sales, Conveyances, and Assurances of any Lands, Tenements, or Hereditaments to be made to the said Company, and their Successors, shall be made in the Form or the Effect following; (that is to say),

Form of Conveyance.

‘ I [or we, as the Case may be], of  
 ‘ in consideration of the Sum of  
 ‘ paid to me [or us, or into the Bank of *England*, as the Case may be]  
 ‘ by the *Leeds Oil Gas Light Company*, do hereby grant, release,  
 ‘ convey, and confirm [or assign, as the Case may be] to the said Com-  
 ‘ pany and their Successors, all [describe the Premises to be conveyed] and all  
 ‘ my [or our] Right, Title, Estate, and Interest in and to the same and  
 ‘ [Local.] every



every Part thereof: To hold the same to the said Company and their Successors and Assigns for ever, [or as the Case may be, during all the Remainder of my, or our, Term, Estate, or Interest in the said Premises.] In witness whereof, I [or we] have hereunto set my Hand and Seal [or our Hands and Seals, or our Common Seal, as the Case may be] this                      Day of                      in the Year of our Lord

Which Sale, Conveyance, and Assurance so made shall at all Times be good, valid, and effectual to all Intents and Purposes whatsoever *quoad* the Party or Parties making the same, and his, her, or their Cestuique Trusts, and all other Persons claiming or to claim by, from, under, or, in Trust for him, her, or them respectively.

Resale of  
Lands not  
wanted.

XIII. And be it further enacted, That it shall be lawful for the said Company from Time to Time to sell and dispose of, and by Indenture or Indentures under their Common Seal to grant and convey, by way of absolute Sale in Fee Simple, for a competent Consideration in Money, all or any Part or Parts of the Lands, Tenements, or Hereditaments which may have been so purchased, and which shall not be wanted for the Purposes of this Act; and upon Payment of the Money which shall arise by or from the Sale or Sales of such Lands, Tenements, or Hereditaments, or of any Part or Parts thereof, it shall be lawful for the Treasurer (if only One, or if more than One, for the Treasurers, who, if engaged in Partnership together, may sign in their Style or Firm, by any One of such Firm), for the Time being to the said Company, to sign and give a Receipt or Receipts for the Money for which the same shall be sold, which Receipt or Receipts shall be a sufficient Discharge to any Purchaser or Purchasers for the Money therein and thereby expressed or acknowledged to be received; and such Purchaser or Purchasers, having *bonâ fide* paid the same, and obtained such Receipt or Receipts for the same, shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money, or any Part thereof.

Restraining  
Company  
from purchas-  
ing more than  
Six Acres  
of Land from  
incapacitated  
Persons.

XIV. And whereas the said Company are enabled to purchase Six Statute Acres of Land by virtue of this Act for the Purposes thereof; and all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, and all other Persons whomsoever, are empowered to sell such Quantity or Number of Acres to the said Company: And whereas it is expedient to restrain the said Company from selling any such Lands so purchased from any Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or in behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trust, Tenants for Life or in Tail, and Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, and again purchasing other Lands from the same or any Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or in behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique



Cestuique Trust, Tenants for Life or in Tail, and Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, in lieu or stead of the Lands so sold; be it therefore further enacted, That it shall not be lawful for the said Company to purchase from any Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or in behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trust, Tenants for Life or in Tail, and Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, more than such Six Statute Acres; and in case the said Company shall afterwards sell the Whole or any Part of such Six Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or for the same, or any other Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or in behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trust, Tenants for Life or in Tail, Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, to sell to the said Company any other Lands in lieu or instead of such Six Statute Acres, or any Part thereof so sold or disposed of by the said Company.

XV. Provided always, and be it enacted, That nothing in this Act contained shall extend or be deemed, taken, or construed to extend to authorize or enable the said Oil Gas Company, nor shall it be lawful for them to erect, build, or establish any Gasometers, or any other Buildings or Works used or necessary for the Purpose of creating or making Gas, or any other Matter or Thing by virtue of this Act, within the Distance of Two hundred Yards from the existing Station belonging to the Leeds Gas Light Company, nor to continue the same without or against the Consent of the Committee of Management of the said Company, on pain of forfeiting to such Company, for each and every Day such Building or Work shall be so used or established as aforesaid, the Sum of Twenty Shillings, to be recovered by Action of Debt, Bill, Plaint, or Information in any of His Majesty's Courts of Record at *Westminster*, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance shall be granted or allowed; and the said Sum, when recovered, shall be paid for the Use of the said Leeds Gas Light Company.

XVI. And be it further enacted, That the Capital or Joint Stock of the said Company, to be used and applied in establishing and carrying on the said Undertaking and the Purposes aforesaid, shall not exceed the Sum of Twenty thousand Pounds; and that the said Company shall not be authorized to enter upon the Execution of any of the Works for which Powers are hereby given, until the said Sum of Twenty thousand Pounds shall have been first subscribed for that Purpose.

XVII. And be it further enacted, That in case the aforesaid Sum of Twenty thousand Pounds shall be found insufficient for the Purposes of this

Oil Gas Company not to erect Gasometers, &c. within 200 Yards of the existing Station of the Coal Gas Company.

Capital Stock not to exceed 20,000*l*.

Power to raise more Money if this



necessary by  
Loan or new  
Shares.

this Act, then it shall be lawful for the said Company from Time to Time to raise any further Sum or Sums of Money for completing or extending their Undertaking, and defraying all necessary Charges relating thereto, and not exceeding in the whole the Sum of Four thousand Pounds, either by way of Loan on Security of the Property and Effects belonging to the said Company, or by raising and creating new and additional Shares in the said Concern, or by both of the said Ways and Methods; and in case it shall at any Time or Times be deemed advisable by the said Company to raise any Part or Parts of the said further Sum of Four thousand Pounds by way of Loan, then it shall be lawful for the said Company, or their Committee of Management for the Time being, by and with the Advice and Direction of any General Assembly of the said Company, to borrow and take up the same at Interest for the said Company, and thereupon to grant, execute, and deliver, to or in favour of the Lenders thereof, such Mortgages, Bonds, Obligations, or other Securities in Writing, as may be required, thereby binding the said Company, and the Estate, Stock, and Trade thereof, for the Repayment of the Sum or Sums so borrowed, with Interest for the same.

Subscribers  
to additional  
Capital to  
become Pro-  
prieters.

XVIII. And be it further enacted, That in case it shall at any Time or Times be deemed advisable by the said Company to raise any Part or Parts of the said further Sum of Four thousand Pounds by the Creation of new and additional Shares in the said Undertaking, it shall be lawful for the said Company to raise the same amongst themselves, in such Proportions as to them shall seem meet, or by the Admission of new Subscribers into the said Concern, and for that Purpose to create such Number of new and additional Shares of Ten Pounds each as may be deemed expedient; and every Subscriber towards raising such further Sums by Shares, shall be a Proprietor in the said Undertaking, and shall have a like Vote for himself or herself, or his or her Proxy, in respect of every Share in the said additional Sum so to be raised; and shall also be liable to such Forfeitures, and stand interested in all the Profits, Privileges, and Advantages of the said Undertaking, and shall be liable to the like Burthens in proportion to the Amount of his, her, or their Subscriptions, as generally and extensively, to all Intents and Purposes, as if such further Sum had been originally Part of the said Capital Stock of Twenty thousand Pounds; any thing herein contained to the contrary thereof in anywise notwithstanding.

Company  
may assign  
any Part of  
the Property  
as Security  
for Money  
lent.

XIX. And be it further enacted, That it shall be lawful for the said Company from Time to Time, by Writing under their Common Seal, to assign all or any Part of the Property and Effects of the said Company to such Person or Persons as shall lend or advance any such Money, or to his, her, or their Trustee or Trustees, as a Security for the Principal Money to be advanced, together with lawful Interest for the same; and the Charges and Expences of such Assignment (to be made as herein-after mentioned), shall be from Time to Time defrayed by the said Company out of the Money so borrowed; and every such Assignment shall be in the Words or to the Effect following; (that is to say),

Form of  
Assignment.

‘ WE the *Leeds Oil Gas Light Company*, acting in pursuance of an  
‘ Act passed in the Fifth Year of the Reign of King *George* the  
‘ Fourth, intituled [*here set forth the Title of this Act*], in consideration of







Benefit of the Security thereby transferred, without any other Registry or Enrolment thereof.

Subscribers to share in the Stock in proportion to their Subscriptions.

XXI. And be it further enacted, That all and every Persons and Person, Bodies Corporate and Politic, by or from whom any Subscription shall be made or accepted, or any Payment made pursuant to the Orders of any General Meeting to be held by the said Company for that Purpose, for or towards the raising of the said Capital Sum of Twenty thousand Pounds as aforesaid, his, her, or their Executors, Administrators, Successors, and Assigns respectively, shall have and be entitled to a Share of and in the said Capital Joint Stock of the said Company, in proportion to the Monies which he, she, or they shall have contributed towards the same, and shall have and be entitled to a proportionable Share of the Profits and Advantages attending the Capital Stock of the said Company, and shall be admitted to be a Proprietor or Proprietors of and in the same.

Company's Effects answerable for the Debts owing therefrom, and the Shareholders to the Amount of their Subscriptions.

XXII. Provided always, and be it further enacted, That the Estate and Effects of the said Company shall at all Times be liable and answerable for the just Debts and Demands of the Creditors of the said Company; and that the several Persons and Bodies Politic and Corporate composing the said Company shall respectively stand responsible for all just Debts and Demands of the Creditors of the said Company, rateably and in proportion to the Number and Amount of their respective Shares in the Capital of the said Joint Stock: Provided always, that whenever Two or more Persons shall have jointly subscribed for or shall be jointly possessed of any One or more Share or Shares in the said Undertaking, such Persons shall severally and respectively be answerable for the proportional Amount of such Share or Shares, but not further or otherwise as aforesaid.

Stock to be divided into Shares of 10*l.* each, and no Subscriber to hold more than Five Shares.

XXIII. And be it further enacted, That the said Sum of Twenty thousand Pounds shall be divided into Shares of Ten Pounds Sterling each; and that no Person or Persons, or Bodies Corporate or Politic, shall be a Subscriber or Subscribers for a less Sum than Ten Pounds Sterling, nor hold more than Five Shares, unless the Excess shall devolve to him or them by Marriage, Death, or Purchase.

Stock to be deemed Personal Estate.

XXIV. And be it further enacted, That all Shares in the said Undertakings, and in the net Profits and Advantages thereof, shall be deemed Personal Estate (and not of the Nature of Real Property), and shall be transmissible accordingly.

To compel Payment of Subscriptions.

XXV. And be it further enacted, That the several Persons and Bodies Politic and Corporate who have subscribed for or towards the said Undertaking, or who shall at any Time hereafter have or hold any Share or Shares in the same, shall and they are hereby respectively required to pay the Sum or Sums of Money by them respectively subscribed and to be subscribed, or such Parts or Proportions thereof as shall from Time to Time be called for, pursuant to or by virtue of the Powers and Directions of this Act, at such Times and Places, to such Person or Persons, and in such Manner as shall be ordered and directed by the said Company, or their Committee of Management; and in case any Person or Persons, or

Bodies







prietor with others, to be deemed the Owner, and to be entitled to vote.

of the said Company as Proprietor of such Share or Shares, shall, for the Purposes of this Act, be deemed and taken to be the Owner or Proprietor of such Share or Shares; and all Notices hereby required to be given to the Owner or Proprietor of any Share or Shares in the said Company, shall and may be given or sent to such Person whose Name shall so stand first in the Books of the said Company; and such Notice to such Person shall be deemed and taken to be a sufficient Notice to all the Owners or Proprietors of such Share or Shares, for all the Purposes for which such Notice is intended to be given to the Owner or Proprietor of any such Share or Shares; and such Owners or Proprietors shall be entitled to give their Vote or Votes in respect thereof, by the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share or Shares, and whose Vote shall on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share or Shares, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share or Shares.

Lunatics may vote by their Committees, and Minors by their Guardians.

XXVIII. And be it further enacted, That in case any Proprietor or Proprietors entitled to vote at any such Meeting as aforesaid, shall be a Lunatic or Lunatics, or a Minor or Minors, such Lunatic or Lunatics shall or may vote at such Meeting or Meetings, by his, her, or their Committee, or any One of such Committee; and such Minor or Minors shall and may vote by his, her, or their Guardians, or any One of such Guardians: Provided also, that such Committee or Guardian may also vote in right of his own Shares, as well as Committee of any Lunatic or Lunatics, and as Guardian of any Minor or Minors, on the same Occasion.

Shares may be transferred.

XXIX. And be it further enacted, That it shall be lawful for the several and respective Proprietors of the said Undertaking, their Executors, Administrators, Successors, and Assigns, to sell and transfer any Share or Shares of which they shall respectively be possessed; and every such Transfer shall be in the Form or to the Effect following; that is to say,

Form of Transfer.

‘ **K** NOW all Men by these Presents, That I [*or we*], the Undersigned  
 ‘ of [*as the Case may require*], in  
 ‘ consideration of the Sum of of lawful Money current in  
 ‘ *England* paid to me [*or us*], by do hereby bargain,  
 ‘ sell, assign, and transfer to the said the Sum of  
 ‘ Capital Stock of and in the *Leeds Oil Gas Light*  
 ‘ Company, being my [*or our*] Share [*or Shares*], [Number *or*  
 ‘ Numbers ] therein; to hold to the said Executors,  
 ‘ Administrators, and Assigns, according to the same Rules, Orders, and  
 ‘ Restrictions, and on the same Conditions that I [*or we*] the said  
 ‘ held the same immediately before the Execution  
 ‘ hereof; and I, [*or we*], the said do hereby agree to  
 ‘ take and accept the said Share [*or Shares*], subject to the same Rules,  
 ‘ Orders, Restrictions, and Conditions. In witness whereof, I [*or we*]  
 ‘ have hereunto set my [*or our*] Hand and Seal [*or Hands and Seals, as*  
 ‘ *the Case may require*], this Day of in the Year  
 ‘ of our Lord

Which



Which Transfer shall be executed by all the Parties thereto, and be deposited with the Clerk of the said Company for the Time being, to be filed by him, and kept for the Use of the said Company; but for the Security of the Purchaser or Purchasers, a Duplicate of such Transfer, executed as aforesaid, shall be made and kept by the Purchaser or Purchasers of such Share or Shares; and every such Transfer which shall appear to be regular shall be registered in the Books of the said Company, by an Entry of the Date of such Registry, and the Date of such Transfer, together with the Names of the Parties thereto, and the Numbers of the Shares transferred, with such other Particulars as shall from Time to Time be determined on by the Committee of Management for the Time being, for which Entry or Registry the Sum of Two Shillings and Sixpence, and no more, shall be paid to the Clerk or other Officer making the same, who, after such Transfer shall have been entered and registered as aforesaid, shall, upon Request of the Purchaser or Purchasers, indorse a Certificate thereof upon the Duplicate of such Transfer.

Transfers to be registered.

**XXX.** Provided always, and be it further enacted, That after the Expiration of Twelve Calendar Months from the passing of this Act, no Person or Persons, or Body Corporate or Politic, who shall purchase any Share or Shares in the Joint Stock of the said Company, shall be admitted to vote for the same, until such Person or Persons, or Body Corporate or Politic, shall have been in Possession of such purchased Share or Shares for the full Term of Six Calendar Months, to be computed from the Date of registering the Transfer thereof in the said Books of the said Company; but this Provision shall not operate to prevent or hinder any Person or Persons from voting immediately after the same shall have been registered for or in respect of the Share or Shares which shall devolve to him, her, or them by Marriage or Death.

Purchasers to have their Shares Six Months before they can vote; but Proprietors not to be prevented voting, in respect of Shares accruing by Marriage or Death.

**XXXI.** And be it further enacted, That the Register Book of Shares of the said Company, or a Copy of the Entry or Registry therein of the Transfer of any Share upon Sale, or any other Disposition or Alteration in the Proprietorship thereof by Marriage or Death or otherwise, to be ascertained as herein-before directed and authorized (such Copy being signed by the Clerk or other Officer of the said Company having the Custody of the said Book of Registry), shall respectively be Evidence of every such Sale, Transfer, or other Disposition or Alteration in the Proprietorship thereof, and shall be accounted as such in all Disputes, and in all Trials before any Court, and by all Judges, Justices, and others; and until such Transfer, Disposition, or Alteration shall be entered or registered in the Books of the said Company as aforesaid, no Purchaser or Purchasers, or other Person or Persons, or Bodies Corporate or Politic claiming Interest in any such Share or Shares in the said Undertaking, or in the Profits and Advantages thereof, shall receive any Interest or Dividend for or in respect of such Share or Shares so purchased, disposed of, or otherwise altered, nor be entitled to vote at any Meeting or Meetings as Proprietor or Proprietors of the said Undertaking.

Registers and Copies thereof to be Evidence, and until Registry, no Proprietor to be entitled.

**XXXII.** Provided always, and be it further enacted, That after a Call for Money shall have been made by virtue of this Act, no Person or Persons shall sell or transfer any Share or Shares which he, she, or they shall

No Share to be sold after a Call, until the Money is paid.



shall possess in the said Undertaking until the Money called for in respect of his, her, or their Share or Shares intended to be sold shall be paid; and until such Money so called for shall be paid, any such Sale or Transfer of any Share or Shares shall be void.

Regulations  
for Meetings  
of the Com-  
pany.

XXXIII. And be it further enacted, That the Affairs and Concerns of the said Company shall be conducted and managed under and subject to the several Rules and Regulations herein-after contained; that is to say, the Proprietors of Shares in the said Undertaking shall assemble together at the Court House in *Leeds*, or at some other Place in the Town of *Leeds*, at Eleven of the Clock in the Forenoon, within Thirty Days next after the passing of this Act, or as soon after as conveniently may be, and shall then and there proceed in the Execution of this Act; and shall and may adjourn to, or shall assemble at such other Times and Places as they shall be duly convened to in Manner herein-after mentioned; and every such Assembly shall be styled a General Meeting; and Two such Meetings shall be held in every Year, on the First *Monday* in the Month of *January* and the First *Monday* in the Month of *July*, which shall be styled Half-yearly General Meetings; of which said Meetings, as well as of any Special General Meeting to be called as herein-after provided, Three Days previous Notice shall be given.

Special Gene-  
ral Meetings  
may be  
called.

XXXIV. And be it further enacted, That Ten or more of the said Proprietors, holding collectively not less than Fifty Shares, may by Notice in Writing under their Hands (of which a Copy shall be delivered to the Clerk for the Time being to the said Company) call a Special General Meeting, so as the Object for which such Meeting shall be called, and the Time and Place where such Meeting is intended to be held, be expressed in such Notice, and so as such Notice be given Three Days at least before the Day of Meeting; and no Business shall be transacted at any Special General Meeting than the Business for which it shall have been called, and every General Meeting and Special General Meeting may be adjourned from Time to Time and from Place to Place, within the said Town and Borough, as shall be found expedient, and no other Business shall be transacted at any adjourned Special General Meeting than the Business left unfinished at the Meeting from which such Adjournment took place; and in case any Adjournment of a General or Special General Meeting shall take place, Three Days previous Notice shall be given of the Time and Place when and where such adjourned Meeting is intended to be holden.

Manner of  
voting.

XXXV. And be it further enacted, That at every General or Special General Meeting, a Chairman shall be appointed; and all Questions shall be decided by a Majority of Votes of the Proprietors present, or their respective Committees or Guardians (who shall not decline to vote) according to their respective Number of Shares; and every Proprietor shall be entitled to One Vote for and in respect of every Share of which he shall be possessed, but no Proprietor shall be entitled to vote for or in respect of more than Five Shares; nor shall any Person be entitled to vote at any General or Special General Meeting of the said Company, or any Adjournment thereof, in respect of any Share or Shares which he, she, or they may possess in the said Undertaking, unless such Person shall have



have fully paid and satisfied all Arrears of Money which shall or may become due in pursuance of any Call or Calls made or to be made by the said Committee of Management, by virtue of this Act, for or in respect of such Share or Shares; nor shall any Person vote at any of the Meetings of the said Company upon any Question or Questions relating to the Concerns of the said Undertaking, in which such Person shall be interested otherwise than as a Subscriber or Proprietor to or for the said Undertaking; and upon any Difference of Opinion, any Proprietor present may require the Votes at any General or Special General Meeting of the said Company to be taken by Ballot; but no Ballot shall be kept open for more than Two Hours; and the Chairman of every such Meeting shall be entitled to vote, and in case the Number of Votes (including the Chairman's Vote) shall be equal, such Chairman shall have the casting Vote; and if at any General or Special General Meeting a sufficient Number of Proprietors to act (Seven Proprietors being hereby declared sufficient in all Cases to act, and Two Proprietors being hereby declared sufficient for the Purposes of Adjournment only) shall not assemble and proceed to Business in One Hour from the Time appointed in the Notices to be given for such Meeting, or if Seven or more Proprietors be not present when the Whole or any Part of the Business to be transacted shall be decided upon, the Meeting shall be adjourned to the same Day in the following Week, or to some other Day to be appointed by the Members present, or in default thereof, by the said Committee of Management, or any Two or more of them.

XXXVI. Provided always, and be it further enacted, That all Notices herein-before directed to be given of any General or Special General Meeting or Adjournment respectively, or upon any other particular Occasion, and not herein otherwise provided for, or to any of the said Proprietors, shall be given by Insertion thereof in One or more of the Newspapers usually published within the said Borough of *Leeds*, and the same Notices shall be deemed and considered the same as personal Notices.

How Notices of Meetings to Proprietors are to be given.

XXXVII. And be it further enacted, That any General Meeting especially called for the Purpose shall have full Power to call for, examine, and settle the Accounts of the said Company; and at every Half-yearly General Meeting which shall be holden in the Month of *January* in every Year, or some Adjournment thereof, a Yearly Dividend or Dividends shall be made out of the Interest, Profits, or Advantages of the said Undertaking, unless such Meeting shall declare otherwise, and such Dividend shall be at and after the Rate of so much *per Centum* for every Share upon all and every the Sum and Sums of Money paid to the said Company by the said Subscribers, their Successors, Executors, Administrators, or Assigns, as such Meeting or Meetings shall think fit to appoint and determine: Provided, that no Dividend shall be made whereby the Capital of the said Company shall in any Degree be reduced or impaired; nor shall any Dividend be paid in respect of any Share or Shares, after a Day appointed for Payment of any Call for Money in respect thereof, until such Call shall have been paid.

Accounts to be settled yearly.

Meetings to declare Dividends.

XXXVIII. And be it further enacted, That the Receipt or Receipts of the Person or any one of the Persons in whose Name or Names any Share

Payment of Dividends, &c. to the Share



Person in whose Name the Share shall stand in the Company's Book, to be a good Payment.

Share or Shares in the said Undertaking shall stand in the Books of the said Company, shall from Time to Time be a good and sufficient Discharge to the Treasurer or Treasurers for the Time being of the said Company for any Dividend or Dividends, Sum or Sums of Money, which shall become due and payable, and be paid for or in respect of any such Share or Shares, notwithstanding any Uses, Trusts, Intents, or Purposes upon or to which such Share or Shares shall be settled, limited, conveyed, or assured.

General Meetings may make Bye-laws.

XXXIX. And be it further enacted, That the said Company shall have full Power and Authority from Time to Time, at any of their General Half-yearly Meetings as aforesaid, to make such Rules, Orders, and Bye-laws as to them shall seem meet and proper, for the good Government of the said Undertaking, and for regulating the Proceedings of their Committee of Management, and the Conduct of all Officers, Workmen, and Servants to be employed in and about the Affairs and Business of the said Company, and for the Superintendence and Management of the said Undertaking in all respects whatsoever; and from Time to Time to alter or repeal such Rules, Orders, and Bye-laws, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against such Rules, Orders, and Bye-laws, or any of them, not exceeding the Sum of Five Pounds for any One Offence, as to the said Company, at a General Half-yearly Meeting, shall seem expedient; and all Rules, Orders, and Bye-laws so made as aforesaid (being reduced into Writing, and the Common Seal of the said Company thereto affixed), shall be binding upon all such Persons, and shall be sufficient in any Court of Law or Equity to justify all Persons who shall act under the same: Provided always, that such Rules, Orders, and Bye-laws be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain and Ireland* called *England*, or any of the express Directions or Provisions of this Act: Provided also, that Copies thereof be printed, and be fixed and continued in the Office of the Clerk for the Time being, or other the Buildings and Premises of the said Company; and all such Rules, Orders, and Bye-laws shall be subject to Appeal in Manner by this Act directed.

Officers of the Company to be appointed at the General Meetings.

XL. And be it further enacted, That it shall be lawful for the said Company, at the First General Meeting of the said Company, to nominate and elect by Ballot, and to appoint, under the Common Seal of the said Company, some Person or Persons to be Treasurer or Treasurers, and some other Person to be Clerk to the said Company, and also such Receivers, Collectors, and other Officers as they may think proper, and from Time to Time to remove any such Treasurers, Clerks, Receivers, Collectors, and other Officers, and to nominate, elect, and appoint others in their Room or Stead: Provided always, that the said Company shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer, Clerk, Receiver, or Collector for any of the Purposes of this Act, for the faithful Execution of their respective Offices, before they shall enter thereupon respectively.

Treasurer, &c. to give Security.

Same Person not to act as Clerk and Treasurer.

XLI. Provided always, and be it further enacted, That it shall not be lawful for the said Company to appoint the Person who may be appointed



to act as their Clerk in the Execution of this Act, or the Partner of any such Clerk, or the Clerk of or any Person in the Service or Employ of such Clerk, the Treasurer for the Purposes of this Act, or to appoint the Person who may be appointed Treasurer, or the Partner of any such Treasurer, the Clerk to the said Company; and if any Person shall act in both Capacities of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of any such Clerk, or the Clerk of or any Person in the Service or Employ of such Clerk, shall act as Treasurer, or being the Partner of such Treasurer, shall act as Clerk in the Execution of this Act, or if any Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person shall, for every such Offence, forfeit and pay the Sum of One hundred Pounds to any Person or Persons who shall sue for the same in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager at Law, nor more than One Impar lance shall be allowed.

XLII. And be it further enacted, That the Treasurer or Treasurers to be appointed by the said Company, shall not issue any Sum or Sums of Money on account of the said Company, without an Order or Orders in Writing, signed by the Chairman for the Time being of the Committee of Management, and Three other Members at the least of the same Committee, present at the Meeting of the Committee, or by the Chairman, and Seven other Members at the least of the said Company, present at any General or Special General Meeting, which shall order or direct such Issue of Money to be made.

Treasurer not to issue Money without an Order of Committee.

XLIII. And be it further enacted, That *John Gott, John Edward Brooke, Thomas Bischoff, William Hey junior, Henry Greenwood, Thomas Hebden, William George Rowley, James Musgrave, William Blaxland, William Nicholson, Joshua Dixon, Jonathan Lupton and Joseph Shaw*, shall be and they are hereby constituted and appointed the Committee of Management for managing the Affairs of the said Company, with Power to fill up Vacancies in case of any of them refusing or declining to act.

First Committee of Management.

XLIV. And be it further enacted, That the several Persons hereby nominated, constituted, and appointed the Committee of Management shall continue in Office, and be respectively Members of the said Committee for the Term of One Year from the passing of this Act, and until others or another shall be appointed in their or any or either of their Stead, in pursuance of this Act; and at the Expiration of the said Term, and also at the Expiration of every succeeding Year, a fresh Committee of Thirteen Members shall in manner herein-after mentioned be elected and appointed out of the Proprietors of Shares in the said Undertaking, to be the Committee of Management for managing the Affairs of the said Company, who shall continue in their respective Offices for the Space of One Year, to be computed from the Day of Election, and until others or another shall be duly elected into their or any or either of their Places.

First Committee to serve One Year, and subsequent Committees One Year.

XLV. And be it further enacted, That when and so often as any Member of the Committee of Management, to be elected by virtue of this Act, shall die or become disqualified, or shall refuse to attend the Meetings of the said Committee, for the Space of Three Calendar Months, it shall

For supplying Vacancies in Committee.

[*Local.*]



be lawful for the said Committee, at any General or Special General Meeting to be called and held pursuant to the Directions of this Act, to elect some other Proprietor to be a Member of the said Committee; and every such Proprietor so elected to fill any Vacancy shall continue in his Office as a Member of the said Committee, so long as the Person in whose Place or Stead he was elected would have been entitled to have continued, if such Death, Disqualification, Refusal, or Neglect had not happened.

Committee-men contracting for Work, shall cease to have a Vote in the Committee.

XLVI. Provided always, and be it further enacted, That if any Person hereby nominated, or who shall be elected a Member of the said Committee of Management, shall be or become a Dealer either directly or indirectly in any one of the Articles to be provided or manufactured by the said Company, or shall offer to take and succeed in taking, or shall participate in any Manner in any Work to be done for the said Company, every such Person shall be disqualified to vote in any Matters to be discussed and argued by the said Committee of Management; and if any Person hereby nominated, or to be appointed by virtue of this Act, a Member of the said Committee, shall at any Time cease to be a Proprietor of a Share in the said Undertaking, or shall refuse to attend any Five successive Meetings of the said Committee, every such Person shall be thereby disqualified from acting or voting at such Committee, and shall cease to be a Member thereof.

No Person to act as Committee-man, unless possessed of Four Shares.

XLVII. Provided always, and be it further enacted, That no Person shall be eligible to be elected One of the Committee for managing the Affairs of the said Undertaking, unless at the Time of the Election he shall be entitled to Four Shares in the said Undertaking, nor if he have at the Time of such Election, or at any Time afterwards, any Share or Shares in the *Leeds* Coal Gas Company.

Meetings of the Committee, and Regulations for their Proceedings.

XLVIII. And be it further enacted, That the said Committee of Management shall meet within Fourteen Days after being appointed, and at their First Meeting shall elect one of the Members of the said Committee to be Chairman and another Member to be Deputy Chairman respectively for the Time such Committee shall continue in Office; but in case the Chairman so to be elected shall be absent at any of the Meetings of such Committee, the Deputy Chairman shall preside; and in case he shall likewise be absent, then the Members present at such Meeting shall, before they proceed upon any Business, elect from among themselves a Chairman *pro tempore*; and the said Committee shall hold their Meetings at such Place and as often as they shall think proper, but at least One in every Month, and may adjourn their Meetings from Time to Time, and from Place to Place, as they shall think fit; and all Questions, Matters, and Things which shall be proposed, discussed, or considered by the said Committee of Management at any of their Meetings, shall be decided and determined by the Majority in Number of the Members then present, the Number present not being less than Five; and in Cases of an equal Number of Votes upon any Question, including the Vote of the Chairman for the Time being, such Chairman shall have the decisive or casting Vote; and if on the Day appointed for any Meeting of the said Committee, Five Members qualified to vote shall not attend, then and in every such Case the Meeting shall be adjourned to the following Day if not a *Sunday*, and if the following Day shall be a *Sunday*, then to the following



Day, by the Member or Members then present; and if no Member be present, then by the Clerk of the said Company, or such other Person as shall attend in his Place; and the Chairman for the Time being of the Committee, or any Five or more Members thereof, may, at any Time when he or they shall think fit, call a Meeting of the Committee, by Notice in Writing signed by such Chairman, or by such Five or more Members, to be sent by the Post or otherwise, to the Residence or Place of Abode of every Member of such Committee.

XLIX. And be it further enacted, That the said Committee of Management for the Time being shall have the Custody of the Common Seal of the said Company, and shall have full Power and Authority to meet and adjourn, from Time to Time, and from Place to Place, within the said Town of *Leeds* and the Neighbourhood thereof, within the Borough of *Leeds*, and also at any Time to call Special General Meetings of the said Company for any Purpose they may think proper, and to appoint the Time and Place of holding the General Meetings as well as any Special General Meetings, and to direct the Affairs and Business of the said Undertaking, as well in issuing, receiving, and laying out or disposing of all Sums of Money to be issued or received, laid out or disposed of for the Purposes of the same, as in contracting for and purchasing Messuages, Lands, Tenements, Hereditaments, Materials, Goods and Chattels for the said Undertaking, and in making and entering into Contracts or Agreements for lighting the said Town of *Leeds* and the Neighbourhood thereof, within the Borough of *Leeds*, or either of them, or any such Streets, Squares, Highways, Market Places, Lanes, Ways, and public or private Houses or Buildings as aforesaid, and nominating, appointing, electing, placing, or displacing any Officer, Engineer, Agent or Servant of the said Company (except the Treasurer or Treasurers and Clerk, herein-before directed to be appointed by a General Meeting of the said Company), with such Salaries, Gratuities, or Recompence as to the said Committee shall seem proper, and in ordering, directing, and employing the Works and Workmen, and in selling and disposing of all Articles provided, produced, or manufactured under the Authority of this Act, and in making, enforcing, and rescinding all Contracts and Bargains touching or in anywise concerning the same, subject to such Orders, Bye-laws, Rules, and Regulations as shall be duly made by the said Company, in Restraint, Controul, or Regulation of the Powers and Authorities by this Act granted. Powers of  
Committee.

L. And be it further enacted, That the Orders and Proceedings of every Meeting, as well of the General and Special General Meetings of the Company, as of the Committee of Management, shall be entered by the Clerk in a Book or Books to be provided and kept for that Purpose; and such Orders and Proceedings so entered and signed by the Chairman of each respective Meeting, shall be deemed and taken to be original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others. Proceedings  
to be entered.

LI. And be it further enacted, That the said Committee of Management shall have full Power to make such Call or Calls for Money from the several Proprietors of the said Undertaking, their Executors, Administrators, Successors, and Assigns, as such Committee shall from Time Committee to  
make Calls.



On Nonpayment of Calls, Shares to be forfeited.

to Time find requisite and necessary for the Purposes of the said Undertaking, so that no One such Call do exceed the Sum of Two Pounds for or in respect of any One Share of Ten Pounds, and so that no Calls be made but at the Distance of One Calendar Month at least from each other; and the Sum or several Sums of Money so to be called for shall be paid into the Hands of the Treasurer or Treasurers to the said Company for the Time being, at such Time and Place as shall be appointed by such Committee, of which Time and Place Ten Days previous Notice shall be given, in such Manner as the said Committee shall direct or appoint on that Behalf; and if any Person or Persons shall neglect or refuse to pay his, her, or their Proportion of the Money to be called for, by the Space of Twenty Days next after the Time appointed for the Payment thereof, together with lawful Interest for the same from such appointed Time of Payment, then and in such Case it shall be lawful for the said Company, at some General or Special General Meeting to be held after such Neglect or Refusal, to declare all and every or any of the Share or Shares of such Person or Persons so neglecting or refusing as aforesaid to be forfeited; and from thenceforth the said Share or Shares so declared to be forfeited, and all the Profit and Benefit thereof, shall be vested in the said Company, their Successors and Assigns, to and for the Uses and Purposes of this Act.

No Share to be forfeited until Notice be published in a Newspaper.

LII. Provided always, and be it further enacted, That no Share or Shares of and in the said Undertaking shall be forfeited or vested in and accrue to the said Company, until Notice shall have been published in some One or more of the Newspapers published and circulated in the said Town of *Leeds* and the Neighbourhood thereof, within the said Borough of *Leeds*, Thirty Days at least before the holding of such General or Special General Meeting; in which Notice shall be contained a Statement and Account of the Money due from such Person or Persons for such Call or Calls, in respect of his, her, or their Share or Shares in the said Undertaking, exclusive of the Interest thereon; and no such Share or Shares shall be forfeited to or vested in the said Company, if the Owner or Owners of such Share or Shares shall, before the holding of such General or Special General Meeting, pay what shall be due thereon for such Call or Calls as aforesaid, and legal Interest for the same, and all the Expences attending the Application for and advertising the same as aforesaid, nor unless the same shall be declared to be forfeited by such General Meeting of the said Company.

Company empowered to sell forfeited Shares.

LIII. And be it further enacted, That when any Share or Shares of the said Undertaking shall by virtue of this Act have become forfeited to or vested in the said Company, as herein-mentioned, then and in every such Case it shall be lawful for the said Company or their Committee of Management for the Time being, to sell or cause to be sold by public Auction or private Contract, and by Writing, under the Common Seal of the said Company, to assign and transfer such and so many of the Share or Shares so become forfeited, as the said Company or their said Committee of Management shall from Time to Time find necessary and direct to be sold, unto such Person or Persons as shall become the Purchaser or Purchasers thereof, his, her, or their Executors, Administrators, or Assigns; and such Assignments and Transfers shall be as good, valid, and effectual against the previous Owner or Owners of every such Share or Shares,  
forfeited



forfeited to or vested in the said Company, and so sold as aforesaid, and all Persons claiming under him, her, or them.

LIV. Provided always, That in case the Money produced by the Sale of any such Share or Shares as shall be forfeited by reason of the Non-payment of any Call or Calls, as herein authorized, shall be more than sufficient to pay all such Arrears or Calls as aforesaid, and legal Interest thereon, and the Expences attending the Sale or Sales, the Surplus of such Money shall be paid to the Person or Persons to whom such Share or Shares shall have belonged, on Demand: Provided also, that the said Company, or their Committee of Management, shall not, by virtue of this Act, sell or transfer, or direct to be sold and transferred, any more of such Shares of such Defaulter or Defaulters in Payment of Calls, than shall be sufficient, as near as may be, at the Time of such Call, to pay the Arrears due from such Defaulter or Defaulters, for or on account of such Call or Calls, and the Interest and Expences attending the same; and from and after Payment of all and every such Call or Calls, and the Interest and Expences as aforesaid, any Share or Shares vested in the said Company as aforesaid, which shall remain in their Hands unsold, shall revert to and again become the Property of the Person or Persons to whom such Share or Shares have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly and regularly paid.

If the Purchase Money for such Shares shall be more than sufficient to pay the Arrears of Calls, &c. the Surplus to be paid to the Owner.

LV. And be it further enacted, That if any Person or Persons, Proprietor or Proprietors of any Share or Shares in the said Undertaking, shall die before Payment shall have been made by him, her, or them, of the full Sum to be called for in respect thereof, as herein mentioned, without having made any sufficient Provision by Will or otherwise, in what Manner such Share or Shares shall be disposed of, and how the future Calls in respect thereof shall be answered; or in case any Proprietor or Proprietors of any Share or Shares in the said Undertaking shall become Lunatic, before Payment shall have been made by him, her, or them of the full Sum to be called for in respect thereof, as herein mentioned; or in case any Proprietor or Proprietors as aforesaid shall be a Minor or Minors, then and in such Case the Executors or Administrators of such deceased Proprietor or Proprietors, and the Committee of any Lunatic or Lunatics, and the Guardian or Guardians of any Minor or Minors, shall, and he and they is and are hereby authorized to raise and levy, out of any Funds or Effects vested in him or them respectively, to or for the Use or Benefit of such deceased Proprietor or Proprietors, Lunatic or Lunatics, Minor or Minors, of the Party or Parties entitled under him, her, or them respectively to such Share or Shares, so much Money as shall from Time to Time be requisite and necessary to answer and pay the Call or Calls which shall be made on the Owner or Owners, Proprietor or Proprietors, of such Share or Shares, under the Authority of this Act; and such Executors, Administrators, Committees or Guardians, shall be and they are hereby indemnified against their respective Cestuique Trusts, and all other Persons whomsoever, for raising or levying and paying any Money which shall be called for as aforesaid in respect of such Share or Shares.

Executors, Administrators, Committees and Guardians, indemnified on paying Calls.

LVI. And whereas in case any original Holder or Proprietor, or Holders or Proprietors, of One or more Share or Shares in the said Undertaking,

[Local.]

28 Y

For ascertaining the Proprietorship of Shares



in certain  
Cases.

Undertaking, shall die, become insolvent or bankrupt, or go out of the Kingdom, or transfer his, her, or their Right and Interest to some other Person or Persons, and no Register shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of any Officer acting for the said Company, to ascertain who is or are the Owner or Proprietor, Owners or Proprietors of such Share or Shares, in order to give him, her, or them, or his, her, or their Executors, Administrators, Successors or Assigns, Notice or Notices of Calls to be made on such Share or Shares, or to maintain any Action or Actions, Suit, or other Proceedings against him, her, or them, or his, her, or their Executors, Administrators, Successors, or Assigns, for the Recovery of the same; be it therefore enacted, That in all Cases where the Right and Property in any Share or Shares in the said Undertaking, shall pass from the original Subscriber or Subscribers, or any Proprietor or Proprietors thereof, to any other Person or Persons, by any other legal Means than by a Transfer and Conveyance thereof in the Form and Manner herein specified, or herein otherwise provided, an Affidavit shall be made and sworn to by Two credible Persons, before a Master or Masters Extraordinary of His Majesty's High Court of Chancery, or before One of His Majesty's Justices of the Peace, stating the Manner in which such Share or Shares have or hath passed to such other Person or Persons, his, her, or their Executors, Administrators, Successors, or Assigns; and such Affidavit shall be delivered to and left with the Clerk to the said Company, to the Intent that he may preserve the same, and enter and register the Name or Names of every such other Proprietor or Proprietors in the Register Book, or List of Subscribers and Proprietors of the said Undertaking, to be kept in the Office of the Clerk to the said Company; and in all or any of the said Cases, after Three Calendar Months Notice in Writing shall have been given by the said Clerk to the Person or Persons stated in such Affidavit to be the Owner or Owners of such Share or Shares, or left at his, her, or their last or usual Place of Abode, to pay his, her, or their Proportion of Money so to be called for, and such Person or Persons, his, her, or their Executors, Administrators, Successors, or Assigns, shall not have paid such his, her, or their Proportion as aforesaid, it shall be lawful for the said Subscribers and Proprietors, at any General Meeting after the Expiration of such Notice, to declare the same Share or Shares to be forfeited; and in such Case the same shall become forfeited, and shall and may be sold and disposed of in such Manner as the said Subscribers and Proprietors, at any Meeting or Meetings, shall direct, or become consolidated in the General Fund of the said Company.

Proofs re-  
quired where  
Rights accrue  
by Marriage  
or Death.

LVII. And be it further enacted, That when any Person or Persons shall claim any Part or Share in the Joint Stock of the said Company, or the Profits thereof in Right of Marriage, an Affidavit containing a Copy of the Register of such Marriage, or the Purport of such Register, shall be made and sworn to by some credible Person, before a Master or a Master Extraordinary in Chancery, or One of His Majesty's Justices of the Peace, and shall be delivered to and left with the Clerk for the Time being of the said Company, who shall preserve the same, and make an Entry thereof in the Book or Books which shall be kept by the said Clerk for the Entry of Transfers and Sales of Shares in the said Undertaking, and the said Clerk shall be paid for every such Entry the Sum of Two Shillings and Sixpence; and no more, before such Person or Persons shall be entitled to  
sell



sell and assign such Share or Shares, or to claim Payment of any Dividend or Dividends in respect thereof; and when any Person or Persons shall claim any Part or Share in the Joint Stock of the said Company, or the Profits thereof, under or by virtue of any Will or Bequest, or in a Course of Administration, the Probate Copy of the Will, or the Letters of Administration, in case the Proprietor shall have died intestate, respectively issuing out of One of the Ecclesiastical Courts of the Province of *York*, shall be produced and shown to the said Clerk, who shall make an Entry of such Will, or of so much thereof as shall relate to the Disposition of the Share or Shares of the Testator, or the Letters of Administration, in case the Proprietor shall have died intestate; and the said Clerk shall be paid for every such Entry the Sum of Two Shillings and Sixpence, and no more, before any Person or Persons shall be entitled to sell and assign such Share or Shares, or to claim Payment of any Dividend or Dividends in respect thereof: Provided nevertheless, that no Bequest or Clause in any such Will contained shall bind or affect, or be construed to bind or affect the said Company with Notice of any Trust or Disposition of any Share or Shares in the Joint Stock of the said Company, or the Gains and Profits thereof; but the Registry of any such Share or Shares shall be in the Name or Names of the Executor or Executors, who shall prove the Will of such Testator, or the Administrator or Administrators of his Effects, whose Receipt or Receipts to the said Company for the Gains and Profits thereof, and to any Purchaser or Purchasers for the Amount of the Purchase Money paid upon the Sale and Conveyance of such Share or Shares, shall be good and effectual, and shall bind the Cestuique Trusts and all other Persons claiming Interest under such Testator; any Rule of Law or Equity to the contrary notwithstanding.

LVIII. And be it further enacted, That it shall be lawful for the said Company and their Successors, and they are hereby fully authorized and empowered, by their Servants, Agents, Workmen, and others, from Time to Time to make and erect such Retorts, Gasometers, Receivers, and other Buildings, Cisterns, Engines, Machines, or other Apparatus, Cuts, Drains, Sewers, Watercourses, Reservoirs, and other Works and Devices, and to sink and lay Pipes, and to erect and fix them against any Walls of such Construction and in such Manner as the said Company shall think necessary or proper for carrying the Purposes of this Act into Execution, and also to break up the Soil and Pavement of any Streets, Squares, Highways, Market Places, Courts, Yards, Roads, Ways, Lanes, Passages, and other Places, or any Part of them, and to dig and sink Trenches and Drains, and lay Mains or Pipes, and put Stopcocks, Syphons, Plugs, or Branches from such Pipes, in, under, across, and along such Places as aforesaid, and in such Manner as shall be necessary for the Purpose of carrying this Act into Execution, or supplying any such Light as aforesaid; and from Time to Time to alter the Position of, and to repair, relay, and maintain such Pipes, Stopcocks, Syphons, and Plugs, or Branches, and also to carry, fit up, and furnish any Pipe, Cock, or Branch, or other necessary Apparatus from any Main or Pipe laid in any Street, Square, Highway, Market Place, Court, Yard, Road, Way, Lane, Passage or other Place, by the said Company, by virtue of this Act, in, to, through, or against any Dwelling House or Houses, Manufactories, public or private Buildings, for the Purpose of lighting the

Powers to  
break up the  
Soil and  
Pavement of  
the Streets to  
lay Pipes.

same



same, or any public or private Lamp from any of such Mains or Pipes, and to erect and set up any Machine or other Apparatus necessary or requisite for securing to any Dwelling House or Houses, Shops, Manufactories, public or private Buildings, a proper and competent Supply of Gas, or for measuring or ascertaining the Extent of such Supply, and also to alter or amend any bad or imperfect Work which shall have been placed, or which shall be injured and damaged in such Dwelling House or Houses, Shops, Manufactories, public or private Buildings, and to do all such other Acts, Matters, and Things as the said Company or their Successors shall from Time to Time think necessary and convenient for completing and amending, repairing, improving, supplying, and sustaining the same, provided that the same be done with as much Dispatch as possible, and that a proper Compensation be made for any Damage done thereby: Provided also, nevertheless, that nothing herein contained shall authorize or empower the said Company to carry, lay, or fix any Pipe or Pipes to, through, or against any Dwelling House or Houses, Shops, Manufactories, Warehouses, Wharfs, private Buildings, Yards, or Grounds, or so to continue the same, without the Consent of the Owner and Occupier of every such Dwelling House or Houses, Shops, Manufactories, private Buildings, Warehouses, Wharfs, Yards, or Grounds, through or against which any such Pipe or Pipes may be carried, laid, or fixed for the Purposes aforesaid.

Pavements,  
&c. not to be  
taken up  
without Con-  
sent of Per-  
sons having  
the Property  
thereof.

LIX. Provided always, and be it further enacted, That nothing in this Act contained shall extend to authorize or empower the said Company, or any of their Officers, Agents, or Servants, to break up the Soil of all or any Part of any of the public Streets, Squares, Market Places, Highways, or other public Places in the said Town of *Leeds*, and the Neighbourhood thereof, within the Borough of *Leeds*, without the Consent of the Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, having the Property of such Soil in Writing for that Purpose.

After Consent  
allowed for  
Company to  
break up  
Pavements,  
no further  
Consent  
necessary.

LX. Provided always, and be it further enacted, That in all Cases where any Consent is required to be and shall be obtained by the said Company, to break or take up or remove any Pavement, Soil, or Ground in or of any Street, Square, Market Place, Highway, or other public Place in the said Town of *Leeds*, and the Neighbourhood thereof, within the Borough of *Leeds*, in order to lay down any Main or Mains, Pipe or Pipes, to convey Gas, or for any other Purpose which may be required under this Act, nothing in this Act contained shall, after such Consent obtained as aforesaid, and after Twenty-four Hours previous Notice (or in case of Emergency, after Three Hours previous Notice) in Writing, from the said Company or their Clerk given to or left at the Place of Abode of such Person or Persons, or at the Office of the Clerk or Agent, or at the other Place of transacting Business of such Body or Bodies Politic, Corporate, or Collegiate, having the Property of such Soil or Pavement, be deemed or construed to extend to prevent the said Company from repairing such Main or Mains, Pipe or Pipes, or from breaking or taking up or removing any Pavement, Soil, or Ground in or of such Street, Square, Market Place, Highway, or other public Place, for the Purpose of laying down or repairing any such Main or Mains, or any Pipe or Pipes whatsoever, or for any other Purpose which may be required under this Act.



LXI. And be it further enacted, That in case any Pipe, Cock, or Branch shall be carried or laid from any Main or Pipe of the said Company, into, or through, or against any private Dwelling House, Manufactory, Warehouse, Wharf, Building, Yard, or Ground, for the Purpose of lighting the same, or any other Dwelling House, Manufactory, Building, Yard, or Ground, in pursuance of and conformably to the Powers and Authorities in this Act contained, and the Owner or Occupier of any such private Dwelling House, Manufactory, Warehouse, Wharf, Building, Yard or Ground into or through which such Pipe, Cock, or Branch shall pass or be laid, shall be desirous that the same Pipe, Cock, or Branch shall be altered or removed and taken away, and of such their Desire shall give Notice in Writing to the said Company, then and in every such Case the said Company shall, at the Cost and Charge of the Parties requiring the same, within Seven Days after Receipt of such Notice, alter or remove and take away, or cause to be altered or removed and taken away, all or any of such Pipes, Cocks, and Branches as shall have been so introduced and laid therein or thereupon, from any such Main or Pipe of the said Company as aforesaid; and in default thereof it shall be lawful for such Owner or Occupier, or any other Person or Persons acting under their Authority, to cause such Pipes, Cocks, and Branches to be altered or removed and taken away, as the Case may require.

Company to remove Pipes, &c. on private Property, on Notice.

LXII. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be construed to extend, to defeat, abridge, alter, lessen, obstruct, or in any Manner interfere with the Powers and Authorities of the Commissioners or Assessors for lighting, paving, watching, and otherwise improving the said Town of Leeds, and the Neighbourhood thereof, within the Borough of Leeds, or either of them, or the Rights and Powers of any Person or Persons lawfully authorized to make, enlarge, widen, deepen, repair, cleanse, scour, or amend any Vault, Drain, or Sewer within the said Town of Leeds, and the Neighbourhood thereof, within the Borough of Leeds respectively.

This Act not to affect the Powers of Commissioners, Assessors, &c.

LXIII. Provided always, and be it further enacted, That the Workmen employed in laying or repairing any such Mains, Pipes, Plugs, Cocks, Syphons, or Branches, shall do as little Damage as may be, and shall forthwith fill in the Trenches and make good the Pavement and Roads, and carry away the Rubbish occasioned thereby; and if after such Pavements or Roads shall have been so repaired and made good, the same shall within Six Calendar Months thereafter give way, settle, or lower, or require relaying or repairing, in consequence of such Pavements or Roads having been broken up for the Purpose of carrying this Act into Execution, the same shall be forthwith done and performed by and at the Expence of the said Company; and the said Company shall and they are hereby required to repair any Damage arising from any Drains, Sewers, or Cuts, which may be made for carrying off the Washings or waste Liquids without any Delay, and shall in the meantime sufficiently fence or guard and affix Lights during the Night, at or near the Place or Places where any Ground shall be opened, in such Manner as to prevent Accidents to Passengers,

Workmen in laying Pipes to make good the Pavement.



Cattle, or Carriages, and by and according to the Directions and Provisions contained in all or any of the Acts of Parliament in force for paving, lighting, watching, and improving the said Town of *Leeds*, and the Neighbourhood thereof, within the Borough of *Leeds*, or for preventing Nuisances therein: Provided also, that if there shall be any wilful or negligent Delay in the said Company of Proprietors or any of their Agents or Servants, or any other Person or Persons acting by or under their Authority in filling in any such Ground, or removing Rubbish, or making good any such Pavements or Roads, or in case the same shall be imperfectly repaired, or in case the Ground so opened shall not be sufficiently fenced or guarded and lighted, then and in every such Case it shall be lawful for the Person or Persons, or Body or Bodies Politic or Corporate, in whom the Right of Soil of such Pavements or Roads shall be, or to and for the Commissioners for paving or otherwise improving the said Town of *Leeds*, and the Neighbourhood thereof, within the Borough of *Leeds*, or his or their Surveyor or Surveyors, or any other Person or Persons acting by or under their Authority, or the Surveyors of the Highways within the said Town of *Leeds* and the Neighbourhood thereof, within the Borough of *Leeds* for the Time being, to fill in such Ground, and remove such Rubbish, and to repair and make good the Pavement of any Street, Square, Highway, Market Place, Court, Yard, Road, Way, Lane, Passage, or other Place so broken up, and properly to fence or guard any such Trench or Excavation, and to place and maintain such Light or Lights during the Night, as to him or them shall seem necessary, and the reasonable Costs and Charges thereof shall be paid by the said Company, or their Treasurer or Treasurers; and in default of Payment thereof, for Thirty Days next after Demand made for the Payment thereof (Proof of such Demand being made by the Oath of One or more credible Witness or Witnesses before One or more Justice or Justices of the Peace for the Borough of *Leeds*, such Justice or Justices not being interested in the Matter in question), all such reasonable Costs, together with any Sum not exceeding Five Pounds by way of Penalty, shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, together with the Charges of such Distress and Sale, by a Warrant under the Hand and Seal or Hands and Seals of any such Justice or Justices, and which Warrant such Justice or Justices is and are hereby empowered to grant; and such Penalties, Costs, Charges, and Expences shall be paid to such Commissioners or their Surveyor.

Notice to be given by Coal Gas and Oil Gas Company to each other, in cases of breaking up Pavement, &c.

LXIV. And be it further enacted, That when and as often as the said *Leeds* Gas Light Company or Oil Gas Company, or either of them, or their respective Servants, Agents, or Workmen, shall dig or sink any Trench or Trenches for laying any Main or Mains, Pipe or Pipes, or other Apparatus, or shall break or take up or cause to be broken or taken up any of the Pavements or Ground in any Roads, Highways, Streets, Squares, Courts, Yards, Lanes, Passages or Places within the Township of *Leeds*, or the Neighbourhood thereof, within the Borough of *Leeds*, or shall open any Ground for the Purposes of this Act, or the Act of the said *Leeds* Gas Light Company, in, upon, or near to which any Gas Pipe or Gas Pipes belonging either to the said *Leeds* Gas Light Company, or the said Oil Gas Company, shall have been laid or placed, for the Purpose



of conveying Gas into, through, or about the said Town of *Leeds*, and the Neighbourhood thereof, within the Borough of *Leeds*, or any Branch of any such Gas Pipe or Pipes for the Service or Supply of any Dwelling House, Manufactory, public or private Building, each of the said Companies, their respective Servants, Agents, or Workmen, shall and they are hereby required to give Twenty-four Hours previous Notice thereof to the other of the said Companies, in Writing, specifying such Road, Highway, Street, Square, Court, Yard, Lane, Passage or Place, and the particular Part thereof, to be left at the Dwelling House or Office of the Manager, Chief Clerk, or Engineer, except in Cases of sudden Emergency with respect to Mains or Pipes which shall have been previously laid, in which Case such Notice as aforesaid shall be given as early as possible and the Nature of the Case will admit, before the Time of beginning to break or take up such Pavement or Ground, or any Part thereof; and on every such Occasion the Servants, Agents, and Workmen employed in taking up such Pavement or Ground, shall, under the Direction and Inspection of the Manager, Chief Clerk, or Engineer of the Company to whom such Notice shall have been given, protect and secure such Gas Pipe or Pipes, and shall also forthwith repair and make good any Injury or Damage that shall or may be done to any such Pipe or Pipes, on any such Occasion.

LXV. And be it further enacted, That when and as often as the said Company, or their Servants, Agents, or Workmen, shall dig or sink any Trench or Trenches for laying any Main or Mains, Pipe or Pipes, or other Apparatus, or shall open any Ground for the Purposes of this Act, in, upon, or near to which any Water Pipe or Water Pipes, belonging to the Proprietors for the Time being of the *Leeds* Water Works, shall have been laid or placed for the Purpose of conveying Water into, through, or about the said Town of *Leeds*, and the Neighbourhood thereof, within the Borough of *Leeds*, or any Branch of any such Water Pipe or Pipes for the Service or Supply of any Dwelling House, Manufactory, public or private Building, the said Company, their Servants, Agents, or Workmen, shall and they are hereby required to give Twenty-four Hours previous Notice thereof in Writing to the Manager, Chief Clerk, or Engineer for the Time being of the Proprietors of the *Leeds* Water Works, to be left at the Dwelling House or Office of the said Manager, Chief Clerk, or Engineer; and on every such Occasion, the said Company, their Servants, Agents, and Workmen, shall, under the Direction and Inspection of such Manager, Chief Clerk, or Engineer, protect and secure such Water Pipe or Pipes from any Injury or Damage, and shall also repair and make good any Damage that shall or may be done to any such Pipe or Pipes on any such Occasion; and in default being made in any of the Matters aforesaid, the said Company shall forfeit and pay to such Manager, Chief Clerk, or Engineer as aforesaid, for the Use of the Proprietors of the *Leeds* Water Works, any Sum not exceeding Five Pounds, and also the Costs and Expences which shall have been incurred by the Proprietors for the Time being of the said Water Works, in securing and protecting or in repairing and making good any Injury or Damage that may have been done to such Pipe or Pipes by the Means aforesaid; such Penalty, Costs, and Expences to be ascertained by any such Justice or Justices of the Peace

For the Protection of Water Pipes, and to prevent the Soil near them being broken up, without previous Notice.

as



as aforesaid, and to be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal or Hands and Seals of any such Justice or Justices, and which Warrant such Justice or Justices is and are hereby empowered to grant.

For the Protection of Pipes.

LXVI. And be it further enacted, That nothing herein contained shall extend or be construed to extend to authorize or empower the said Oil Gas Company, or any other Person or Persons acting under their Authority, in any Case whatsoever to interfere with or abridge the Rights or Privileges of any Person or Persons, Bodies Politic or Corporate, having any Right, Privilege, or Power to supply the Inhabitants of the said Town of *Leeds*, and the Neighbourhood thereof, within the Borough of *Leeds*, any or either of them respectively, with Water or Gas; and the said Oil Gas Company shall be and they are hereby made answerable for any Damage, Spoil, Injury or Mischief which shall be done to any of the Pipes, Works, or Property of such Person or Persons, Bodies Corporate or Politic, or the Pipes or Branches of any Person or Persons communicating with such Pipes, Works, or Property, or which shall or may be sustained by them; or any or either of them, either by removing or disturbing the Ground or Soil wherein or whereon the same Pipes, Works, or other Property of such Person or Persons, Bodies Politic or Corporate, or the Pipes or Branches of any Person or Persons communicating therewith as aforesaid, is or are laid or placed, or by the compression and subsequent settling or lowering of the same at any Time or Times afterwards, or by reason or in consequence of any Act, Matter, or Thing to be done or executed by the said Company, or any of their Agents, Servants, or Workmen; and the said Company shall and they are hereby required to pay the Amount of such Damage, Spoil, Injury, or Mischief on Demand: Provided nevertheless, that nothing herein contained shall extend, or be construed to extend, to enlarge or diminish any of the Rights or Privileges which any Person or Persons, or Bodies Corporate or Politic, may have or enjoy for supplying the Inhabitants of the said Town of *Leeds*, and the Neighbourhood thereof, within the Borough of *Leeds*, or either of them, with Water.

Liberty to proceed without the Direction of the Proprietors of the Water Works after Notice.

LXVII. Provided always, and be it further enacted, That in case the Proprietors for the Time being of the said Water Works, or their Manager, Clerk, or Engineer for the Time being, shall, at the Expiration of the Notice herein-before directed to be given to them or him as aforesaid, neglect or refuse to inspect the Digging or Sinking of any Trench or Trenches for laying any Pipe or Pipes therein, or the Opening of any Ground for the Purposes of this Act, as herein-before authorized to be executed and performed under their Inspection as aforesaid, then the said Company or their Committee of Management for the Time being are hereby fully authorized to do and perform the Works specified in such Notice, without the Inspection of the said Proprietors, or their Manager, Clerk, or Engineer for the Time being: Provided also, that the Regulations herein-before contained shall not extend or be construed to prevent the said Company or their said Committee of Management from doing all such Repairs and Renewals as shall from Time to Time be requisite and necessary



necessary to be done in or about any of their Works, which shall have been originally executed under the Inspection or with the Consent of the said Proprietors as aforesaid.

LXVIII. And be it further enacted, That all and every the Main Pipes or other principal Conduits to be laid or used by virtue of the Powers of this Act, for the Conveyance of Gas in, under, through, along, across, or round any Street, Square, Market Place, Lane, Passage, Court, or other Place within the said Town of *Leeds*, and the Neighbourhood thereof, within the Borough of *Leeds*, shall be marked with a Reed or Groove, or other distinguishing Mark from the upper Surface thereof, to distinguish them as the Pipes of and belonging to the *Leeds* Oil Gas Light Company, and shall be so laid at the greatest practicable Distance; and whenever the Width of the Carriageway in such Street or Place will allow thereof, at the Distance of Three Feet at least from the nearest Part of any Main Water Pipe already laid down, or hereafter to be laid down, by or by the Order of any Body Corporate, Collegiate or Politic, or of any Company of Proprietors, or Person or Persons, for the Conveyance of Water in, under, through, along, across, or round any of the said Streets, Squares, Market Places, Lanes, Passages, Courts, or other Places within the said Town of *Leeds*, and the Neighbourhood thereof, within the Borough of *Leeds*, except in Cases where it shall be unavoidably necessary to lay the said Main Gas Pipes across any of the said Main Water Pipes of any such Body Corporate, Collegiate or Politic, or Company of Proprietors, or Person or Persons, in which Cases the said Main Gas Pipes shall, where practicable, be laid over and above the said Main Water Pipes at the greatest practicable Distance therefrom, and shall form therewith a Right Angle; and in such Cases the said Main Gas Pipes so crossing the said Main Water Pipes shall, where practicable, be at least Six Feet in length, so that no Joint of any of the said Main Gas Pipes to be laid by the said Company hereby established shall be nearer to the Centre of the said Main Water Pipes than Two Feet at least wherever the same is practicable; and that in laying down the said Main Gas Pipes by virtue of the Powers of this Act, the said Company hereby established, and their Successors or Assigns, shall in no case join Two or more Gas Pipes together previous to their being laid in the Trench, but shall lay each Pipe as near as may be in its Place in the Trench, and shall in such Trench properly form the Jointing with the other Pipes to be added thereto with proper and sufficient Materials, and shall also make and keep all and every such Pipes, and all Pipes connected or communicating therewith, and all the Screws, Joints, Inlets, Apertures or Openings therein respectively, air-tight, and in all and every respect prevent the said Gas from escaping therefrom and from any Part thereof, upon pain of forfeiting for every such Offence any Sum not exceeding the Sum of Five Pounds, to be recovered and applied as any Penalty is herein-after directed to be recovered and applied.

Gas Pipes not to be laid within certain Distances of Water Pipes.

LXIX. And be it further enacted, That whenever the Water of the Commissioners of the *Leeds* Water Works shall be contaminated or affected by the Gas of the said *Leeds* Oil Gas Company, the said Company shall forfeit and pay for every such Offence a Sum not exceeding Twenty Pounds, to be sued for and recovered as any Penalty is hereby directed to be sued for and recovered, which Penalty shall be applied to

Gas Company to prevent Escape of Gas, and Contamination of Water.

[*Local.*]

29 A

and



and for the Use and Benefit of the said Proprietors; and in case any such Water shall be contaminated or affected by Gas from the said Company in any way whatsoever, then and in every such Case the said Company, their Successors and Assigns, shall, within Twenty-four Hours next after Notice thereof in Writing, signed by any of the Directors, or by the Treasurer, or by the Manager or Chief Clerk for the Time being of and for the said Proprietors, to be left at the usual Office or Place of transacting Business of the said Company, cause the most proper and effectual Measures to be taken effectually to stop and prevent the Gas from escaping from their Works, Mains, or Pipes, or contaminating or affecting the Water of the said Proprietors; and in case the said Company, their Successors or Assigns, shall not, within Twenty-four Hours next after each and every such Notice so left as aforesaid, effectually stop and prevent the Gas from so escaping, and wholly and satisfactorily remove the Cause of every such Complaint, and prevent all and every such Contamination (of which Escape and Contamination Notice shall be given as aforesaid), then and in every such Case the said Company, their Successors or Assigns, shall, on each and every Complaint (whereof Notice shall be given as aforesaid) forfeit and pay to the Treasurer for the Time being, or to any One of the Directors for the Time being of the said Proprietors, for the Use and Benefit of the same Proprietors, over and above the before-mentioned Penalty of Twenty Pounds, to be recovered as aforesaid, the Sum of Ten Pounds for each and every Day during which the Water of the said Proprietors shall be and remain contaminated, tainted, or affected by the said Company; and in Default of Payment thereof as aforesaid, such Penalty or Penalties shall and may be recovered by Information, to be exhibited on the Oath of One credible Witness, by and in the Name of the Treasurer, or by and in the Name of the Manager or Chief Clerk for the Time being of the said Proprietors, or by and in the Name of any One or more of the Directors of the said Proprietors, at the Option of the Parties prosecuting such Information against the said Company, their Successors or Assigns, before any Justice of the Peace for the Borough of *Leeds*, with Costs, to be assessed by such Justice, and to be levied by Distress and Sale of the Goods and Chattels of the said Company, their Successors or Assigns, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal of such Justice, which Warrant such Justice is hereby empowered to grant; and such Penalties and Costs, when so levied, shall be paid to the Treasurer, or to any of the Directors for the Time being of the said Proprietors, for the Use of the same Proprietors.

For ascertaining if the Water is contaminated.

LXX. And whereas it may be or become a Question, upon such Complaint as aforesaid, whether the said Water be contaminated or affected by the Gas of the said Company; be it therefore enacted, That in every such Case, it shall be lawful for the said Commissioners of Water Works to dig to and about, and search and examine the Mains, Pipes, Conduits, and Apparatus of the said Company, for the Purpose of ascertaining whether such Contamination proceed or be occasioned by the Gas of the said Company; and if it shall appear that the said Water has been contaminated by any Escape of Gas of the said Company, the Costs and Expences of the said Digging, Search, and Examination and Repair of the  
Pavement



Pavement of the Street or Streets which shall be taken up and disturbed, shall be borne and paid by the said Company, which Costs and Expences shall be ascertained and determined, if necessary, by such Justice as aforesaid, and be recovered in like Manner as any Penalty may be recovered by virtue of this Act: Provided always, that if upon such Examination it shall appear that such Contamination has not arisen from any such Escape of Gas from any of the Mains, Pipes, or Conduits of the said Company, then and in such Case the said Commissioners of Water Works shall bear and pay all the Costs and Expences of such Examination, Repair, and Search, and shall also make good to the said Company any Loss, Injury, or Damage which may be occasioned to the said Mains, Pipes, Conduits, or Apparatus of the said Company, in and by such Search and Examination, and also to the Pavement of the said Streets so broken up and disturbed in such Search and Examination; the Amount of such Injury, Loss, or Damage to be ascertained and determined, if necessary, by such Justice or Justices of the Peace as aforesaid.

LXXI. And be it further enacted, That whenever any Gas shall be found to escape from any of the Pipes which shall be laid down or set up by the said Company in pursuance of this Act, the said Company shall, at their own Expence, immediately after receiving Notice by Parole or in Writing (to be left or given at their Office or usual Place of transacting their Business,) of any such Escape of Gas, from any Person or Persons whomsoever, stop and prevent such Gas from escaping; and in case the said Company shall not, within Twenty-four Hours next after such Notice by Parole or in Writing being given of any such Escape of Gas, effectually stop and prevent the Gas from further escaping, and wholly and satisfactorily remove the Cause of Complaint, then and in every such Case, the said Company shall for every such Offence forfeit and pay the Sum of Five Pounds for each and every Day after the Expiration of Twenty-four Hours from the Time of giving any such Notice, during which the Gas shall be suffered to escape as aforesaid; which Penalty shall from Time to Time be recoverable in a summary Way, on the Oath or Affirmation of some credible Witness or Witnesses, before some Justice or Justices of the Peace as aforesaid, and shall and may be recovered, with all reasonable Charges, by Distress and Sale of the Goods and Chattels of the said Company, by the Warrant of any such Justice or Justices of the Peace as aforesaid, to be granted in like Manner, and subject to the like Provisions as are herein directed touching other Penalties to be recovered from the said Company; and the same shall, when recovered, be paid to the Guardians or Overseers of the Poor of the Parish in which such Escape of Gas shall take place.

For stopping  
the Escape  
of Gas.

LXXII. And be it further enacted, That if, for the Improvement or Alteration of any of the Streets, Squares, Market Places, Highways, or other public Places within the said Town of *Leeds*, and the Neighbourhood thereof, within the Borough of *Leeds*, it shall at any Time or Times be deemed necessary or expedient by the Surveyors of the Highways for the Time being of any Township within the said Parish of *Leeds*, in which any of the Pipes, Stopcocks, Plugs, or Branches shall be laid down for the

Power to  
raise, sink, or  
alter Pipes.



the Purposes aforesaid, to require the said Company of Proprietors to raise, sink, or otherwise alter the Situation of any of the said Pipes, Stop-cocks, Plugs, or Branches, or to complete and make good any Part of the Pavements so to be broken up as aforesaid, the said Company shall, at their own Expence, within Thirty Days next after being required so to do, by Notice in Writing to them given by the said Surveyors, raise, sink, or alter such Pipes, Stop-cocks, Plugs, or Branches according to such Notice, and in such Manner and in such Place or Places as the said Surveyors shall think right or proper; and in Default thereof, it shall be lawful for the said Surveyors, or any other Person or Persons acting by their Order or under their Authority, to cause such Pipes, Stop-cocks, Plugs, or Branches to be raised, sunk, or altered, or such Pavement to be completed and made good, and the reasonable Costs and Charges of doing the same shall immediately thereafter be paid by the said Company, or by their Treasurer: Provided nevertheless, that if such reasonable Costs and Charges be not paid within One Calendar Month next after Demand shall be made of the said Company, by such Surveyors, or other Person acting by or under the Authority of the said Surveyors, (Proof of such Demand being made by the Oath of some credible Witness or Witnesses, before some Justice or Justices of the Peace as aforesaid), all such reasonable Costs and Charges shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal, or Hands and Seals of any such Justice or Justices of the Peace as aforesaid; which Warrant such Justice or Justices is and are hereby empowered to grant accordingly, and such Costs and Charges shall be paid to the said Surveyors.

No Pipes of  
Communication to be laid  
without Consent of the  
Company.

LXXIII. Provided always, and be it further enacted, That no Person or Persons shall lay or cause to be laid any Iron, Leaden, or other Pipe, to communicate with any Pipe belonging to the said Company, without the Consent of the said Company, under their Common Seal first had and obtained; nor use Burners of larger Dimensions than he, she, or they respectively shall contract or pay for, or supply any Inhabitant or other Person with any Part of such Gas, on pain of forfeiting and paying to the said Company the Sum of Five Shillings for each and every Day such Pipe shall so remain, or such Excess be so committed, or such Supply furnished, to be recovered by Distress and Sale of the Offender's Goods and Chattels, by Warrant under the Hand and Seal or Hands and Seals of any such Justice or Justices of the Peace as aforesaid, as the Case may require, which Warrant such Justice or Justices shall, and he and they is and are hereby empowered and required to grant; and the Surplus, after such Penalty or Forfeiture and the Charges of such Distress and Sale are deducted, shall be returned upon Demand to the Owner of such Goods and Chattels; and in case sufficient Distress shall not be found, or such Forfeiture shall not forthwith be paid, it shall be lawful for such Justice or Justices to cause such Offender or Offenders to be committed to the Common Gaol or House of Correction of the said Borough, there to remain without Bail or Mainprize, for such Time as such Justice or Justices shall direct, not exceeding Three Calendar Months, unless such Forfeiture and all reasonable Charges shall be sooner paid and satisfied; and it shall be  
lawful



lawful for the said Company of Proprietors, if they shall so think fit, to take off the Gas from the House and Premises of the Person so offending, by laying such Pipes committing such Excess, or furnishing such Supply of Gas as aforesaid, notwithstanding any Contracts or Agreements which may have been previously entered into.

LXXIV. Provided always, and be it further enacted, That if the said Company, or any Body or Bodies Politic or Corporate, or any Person or Persons whomsoever, shall at any Time empty, drain, or convey, or cause or suffer to be emptied, drained, or conveyed, or to run or flow, any Washings or other Waste Liquids, Substances, or Things whatsoever, which shall arise or be produced in the Prosecution of the Works of the said Gas Light Company, or in the Process of obtaining the said Gas, into any River, Leat, Brook, or running Stream, Reservoir, Canal, Aqueduct, Feeder, Pond, or Spring Head or Well, or into any Drain, Sewer, or Ditch communicating therewith, or do or cause to be done any Annoyance, Nuisance, Injury, Damage, Act, or Thing to the Water contained in any such River, Leat, Brook, or running Stream, Reservoir, Canal, Aqueduct, Feeder, Pond, or Spring Head, or Well, Drain, Sewer, or Ditch, whereby the said Water or any Part thereof shall or may be soiled, fouled, or corrupted; then and in each and every such Case, the said Company, or other the Body or Bodies Politic or Corporate, or Person or Persons so offending, shall forfeit and pay for every such Offence the Sum of Two hundred Pounds; and such Penalty or Forfeiture shall and may be sued for and recovered, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt, wherein no Essoign, Protection, Privilege, Wager of Law, nor more than one Imparlance shall be allowed; and the Whole of such Penalty shall be paid to the Person or Persons who shall sue for the same: Provided always, that no such Penalty or Forfeiture shall be recoverable unless the same be sued for within Twelve Calendar Months from the Time that such Annoyance, Nuisance, Injury, Damage, Act, or Thing shall have ceased and determined: Provided also, that over and above, and in addition to the said Penalty of Two hundred Pounds (and whether such Penalty shall have been sued for or recovered or not), in case any of the said Washings, or other waste Liquids, or noisome or offensive Liquids, Substances, or Things, shall be emptied, drained, conducted, or conveyed, or cause or suffered to run or flow in Manner aforesaid into any River, Leat, Brook, or running Stream, or any Reservoir, Canal, Aqueduct, Feeder, Pond, Spring Head, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or any such Annoyance, Nuisance, Injury, Damage, Act, or Thing shall be done or caused to be done as aforesaid, and Notice thereof in Writing shall have been given by any Person or Persons to whom the same shall belong, or by any other Person or Persons whomsoever, to the said Company, or other the Body or Bodies Politic or Corporate, or Person or Persons so offending, and the said Company, or other Body or Bodies, Person or Persons, shall not, within Twenty-four Hours after such Notice shall have been given to them or him as aforesaid, stop, hinder, or prevent all and every such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things from being emptied, drained, conducted, or conveyed, or from running or flowing in Manner aforesaid, and every such Annoyance,

Penalty on  
Company for  
conveying  
Washings  
into any  
Leat, Spring,  
&c.



ance, Nuisance, Injury, Damage, Act, or Thing from being done as aforesaid, then and in every such Case, the said Company, or such other Body or Bodies, or Person or Persons so offending, shall forfeit and pay the Sum of Twenty Pounds for each and every Day such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things shall be so emptied, drained, conducted, or conveyed, or suffered to run or flow in Manner aforesaid, or such other Annoyance, Act, or Thing shall be so done or caused to be done as aforesaid; and such last-mentioned Penalty shall and may be recovered and levied, and shall be paid to the Informer or to the Person or Persons who, in the Judgment of the Justice or Justices before whom the Conviction shall take place, shall have sustained any Annoyance, Injury, or Damage by any such Act so done or committed.

Company  
not to injure  
public  
Drains.

LXXV. Provided always, and be it further enacted, That the said Company, or their Successors, Servants, Agents, Workmen, or others, shall not, by any Work to be done by virtue of this Act, damage or injure any public Sewer or Drain within the said Town of *Leeds* and the Neighbourhood thereof, in the Borough of *Leeds*; and if any Damage or Injury shall unavoidably be done to any such Sewer or Drain, the said Company, or their Successors, shall forthwith well and sufficiently repair and make good every such Damage or Injury; and in default thereof, then such Damage shall be recovered by the Surveyors of the Highways therein for the Time being, in the Manner herein-after mentioned.

Contracts for  
supplying  
Gas subject  
to certain  
Regulations.

LXXVI. And be it further enacted, That in case any Commissioners, Assessors, or other Person or Persons having the Controul or Superintendence of the lighting and paving of the several Streets, Squares, Market Places, Courts, Yards, Passages; Lanes, Highways, or Places within the said Town of *Leeds* and the Neighbourhood thereof, within the Borough of *Leeds*, shall be desirous of having such Streets, Squares, Market Places, Courts, Yards, Passages, Lanes, Highways, or Places lighted with Gas, the said Company may and they are hereby empowered to contract and agree with the Commissioners, Assessors, or other Person or Persons as aforesaid, to light the same with Gas, upon the Terms and Conditions herein-after specified; that is to say, the said Company shall supply such Quantity of Gas Light, for such Number of Hours, and under such Regulations as the said Commissioners, Assessors, or other Person or Persons shall from Time to Time direct, and upon the said Company's receiving annually, for such Light so required, some yearly Price or Sum, to be mutually agreed on and contracted for once in every Three Years, or oftener, between the said Commissioners, Assessors, or other Person or Persons and the said Company.

Gas to be  
supplied  
cheaper than  
Oil.

LXXVII. Provided always, and be it enacted, That the said Company shall, and they are hereby directed and required to supply all the public Streets, Squares, Market Places, Courts, Yards, Highways, Roads, Ways, Lanes, and Passages which shall be lighted under or by virtue of this Act, with Gas of such Quality as shall at all Times afford a cheaper and better Light than could be obtained from Oil Lights; and whenever the said Company shall fail so to do, the Power and Authority hereby given



to the said Company, to break up the Soil or Pavement of any such Street, Highway, or Place, shall from thenceforth cease and determine, and every Contract or Agreement which shall be entered into for lighting with Gas any public Street, Square, Market Place, Court, Yard, or other Place by the said Company, shall contain a Clause providing that it shall be obligatory on the said Company that the same shall at all Times be better and more cheaply lighted by the said Company than would be done by Oil Lamps.

LXXVIII. Provided always, and be it further enacted, That if any Person or Persons whomsoever, supplied with Gas by virtue of this Act, shall supply any other Inhabitant or any other Person whatsoever with any Part of such Gas, then and in every such Case every Person or Persons so offending shall for every such Offence forfeit, and pay the said Company of Proprietors any Sum not exceeding Five Pounds Sterling, and it shall be lawful for the said Company of Proprietors to take off the Gas from the House and Premises of any Person so offending, notwithstanding any Contracts or Agreements which may have been previously entered into; and it shall be lawful for the Manager, or any of the Officers or Servants of the said Company, to inspect the Buildings lighted with Gas or Inflammable Air supplied by the said Company; and if in any Building or Place a greater Number of Jets or Lights of the said Gas or Inflammable Air supplied by the said Company shall be burned, or if any Burner of Gas of larger Dimensions shall be used than shall have been agreed for with the said Company, or if the Meter or Meters which may be used for ascertaining the Quantity of Gas so consumed or supplied in any such Building or Place, shall be in any ways injured or destroyed, the Occupier or Occupiers of such Building or Place so injuring or destroying such Meter or Meters, or in the Knowledge thereof, and of such greater Number of Jets or Lights being so burned, shall for every such Offence forfeit and pay to the said Company a Penalty not exceeding Ten Pounds Sterling.

Persons not to supply others with Gas, nor injure Gas Meters.

LXXIX. Provided always, and be it further enacted, That the Branch or Service Pipes which shall be put up by the said Company for lighting the Streets, Squares, Highways, and other public Places of the said Town of *Leeds* and the Neighbourhood thereof, within the Borough of *Leeds*, or either of them, under any Contract or Agreement with such Commissioners, Assessors, or other Persons thereunto authorized, shall be kept fully charged with Gas, and the Stopcocks shall be so formed and turned as not to impede or prevent the said Branch or Service Pipes being completely filled with Gas during the Time the same shall be lighted.

Service Pipes to be kept fully charged with Gas.

LXXX. And be it further enacted, That if the said Company shall contract with any such Assessors or other Party or Parties as aforesaid, for lighting the said Town of *Leeds* and the Neighbourhood thereof, within the Borough of *Leeds*, or any Part of the same respectively, or any public or other Buildings therein, and shall not duly perform such Contract, then and in such Case it shall and may be lawful for such Commissioners or Assessors, or other Party or Parties, in case they respectively shall think it right and proper so to do, to determine such Contract,

If Contracts be not duly performed, they may be vacated, on giving Notice.

giving



giving Three Calendar Months Notice thereof; and then and in such Case, and also at the Expiration of any Contract so to be made, it shall be lawful for the said Company, at the Expiration of such Contract or Determination thereof, by such Notice, to remove the Mains, Pipes, Cocks, Plugs, Branches, Lamp Posts, Lamp Irons, and other Materials belonging to the said Company, and employed in lighting the said Town of *Leeds* and the Neighbourhood thereof, within the Borough of *Leeds*, or any Buildings therein as aforesaid.

In case of Determination of Contracts, Streets, &c. to be made good by the Company.

LXXXI. Provided always, and be it further enacted, That in all and every Case where the Contract or Contracts so to be made and entered into by the said Company shall be determined as aforesaid, and the Mains, Pipes, Cocks, Plugs, Branches, Lamp Posts, Lamp Irons, and other Materials belonging to the said Company, shall be taken away and removed by them accordingly, the said Company shall make good and repair the Pavements and Roads which shall have been opened and broken up by them for that Purpose, without Delay; or in default thereof, the same shall and may be repaired and made good by the Surveyors of the Highways for the same, or other Person or Persons having the Right of Soil in such Pavements or Roads, and the Costs and Charges attending the same shall be paid by the said Company, and be recovered as herein-after mentioned.

Remedy for Recovery of Rents.

LXXXII. And be it further enacted, That in case any Party or Parties who shall contract with the said Company, or agree to take, use, or enjoy the Benefit of the said Gas in their private Dwelling Houses, Shops, Countinghouses, Inns, Taverns, Manufactories, or other Buildings, shall refuse or neglect, after the Space of Ten Days after Demand, to pay the Sum or Sums of Money then due for the same to the said Company, according to the Terms and Stipulations with the said Company, it shall be lawful for the said Company, or their Clerk or Superintendent, or any Person or Persons acting by or under their Authority, by Warrant under the Hands and Seals of any One of such Justices of the Peace as aforesaid, to levy the said Sum or Sums in respect whereof such Refusal or Neglect shall happen, by Distress and Sale of the Goods and Chattels of the Party or Parties so neglecting or refusing to pay the same, rendering the Overplus (if any) to such Party or Parties so refusing or neglecting, after the necessary Charges of making such Distress and Sale shall be first deducted; or the same, with Costs of Suit, may be recovered in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Plaint, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparance shall be allowed.

Penalty for damaging Pipes.

LXXXIII. And be it further enacted, That if any Person or Persons shall wilfully or maliciously hinder or interrupt the said Company, or their Deputies, Agents, Workmen, or Servants, or any of them, in doing or performing any of the Works, or in the Exercise of any the Powers and Authorities by this Act granted, or shall in anywise cause or procure such Interruption or Hindrance to take place, or shall wilfully or maliciously remove, take away, destroy, damage, or injure any or any Part of any



any Pipe, Post, Plug, Lamp, or other Apparatus, Matter, or Thing belonging to the said Company, or shall wilfully or maliciously waste any of the Inflammable Air or Gas supplied by the said Company, every Person so offending in any of the respective Premises, and being thereof lawfully convicted on the Oath or Affirmation of some credible Witness, before some Justice or Justices of the Peace as aforesaid, shall forfeit and pay to the said Company any Sum not exceeding Five Pounds, and Three Times the Amount of the Damage done or occasioned by such Conduct, the same to be ascertained by such Justice or Justices; and such Penalty and Damage, together with reasonable Costs, shall be levied by Distress and Sale of the Goods and Chattels of such Offender, returning the Overplus (if any) on Demand of the Owner of such Goods and Chattels; or such Offender shall and may be committed to the Common Gaol or the House of Correction of the said Borough, there to remain for any Time not exceeding Six Calendar Months.

LXXXIV. And be it further enacted, That if any Person or Persons shall be summoned as a Witness or Witnesses, to give Evidence before any Justice or Justices of the Peace, touching any Matter contained in any Information or Complaint for any Offence against this Act, either on behalf of the Prosecutor or on behalf of the Person or Persons accused, and (after having been paid or tendered a reasonable Sum for his, her, or their Costs, Charges, and Expences, if the same shall be required by such Witness or Witnesses) shall refuse or neglect to appear from Time to Time at the Time and Place to be for that Purpose appointed, without a reasonable Excuse for his, her, or their Refusal or Neglect to appear, or shall refuse to be examined upon Oath or Affirmation, and to give Evidence before such Justice or Justices, then and in every such Case such Person shall forfeit and pay for every such Offence any Sum not exceeding Ten Pounds.

For compelling the Attendance of Witnesses.

LXXXV. And be it further enacted, That in all Cases where any Costs, Charges, Damages, Compensation, or Expences, are by this Act directed to be paid or received by the said Company, to or for any Body Corporate or Politic, Commissioners, Assessors, or other Person or Persons, and the Amount of such Costs, Charges, Damages, Compensations, or Expences shall not be agreed on by or between the Parties, and is not herein or hereby otherwise directed or authorized to be ascertained and recovered, the same shall be settled and determined by any One or more Justices of the Peace for the said Borough, and who is and are hereby authorized and required, within Fourteen Days next after Complaint and Application shall be made to them for that Purpose by the Party aggrieved or entitled to claim Compensation, to inquire into, and upon the Oath or Affirmation of some credible Witness or Witnesses, ascertain and determine the same in a summary Way; and in case the Amount of such Costs, Charges, Damages, Compensations, and Expences so to be ascertained and determined as aforesaid, shall not be paid and discharged within Ten Days next after the same shall have been so ascertained and determined, and Demand of Payment having been duly made, the Amount thereof, or so much thereof as shall then remain unpaid, together with any Penalties which may then have been incurred in consequence of such Nonpayment, shall and may, upon Proof by the Oath or Affirmation of

For ascertaining and compelling Payment of Costs, Damages, and Expences.



some credible Witness or Witnesses of such Demand and Neglect of Payment, be levied and recovered by Distress and Sale of the Goods and Chattels of the Party or Parties to whom it shall belong to pay the same, together with the Costs of such Distress and Sale, by Warrant under the Hands and Seals of One or more Justices of the Peace, which Warrant they are accordingly hereby authorized and directed to grant; and the Amount which shall be recovered and received under such Warrant shall be paid to the Party or Parties authorized to claim and receive the same under the Provisions herein contained, who, after deducting the necessary Charges of making such Distress and Sale, shall pay over the Surplus thereof (if any) to the Party or Parties so refusing or neglecting; or the Amount which shall be so ascertained and determined as aforesaid, may be recovered in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt, wherein no Essoign, Protection, or Wager of Law, nor more than one Imparlance, shall be allowed.

Recovery  
and Applica-  
tion of Pe-  
nalties.

LXXXVI. And be it further enacted, That all Penalties and Forfeitures for all and every the Offences in this Act mentioned, or against any Rule, Order, or Bye-law made in pursuance thereof, in relation to which the Manner of convicting the Offenders, or recovering of such Penalties and Forfeitures, is not particularly mentioned or directed, shall be adjudged by and recovered before any such Justice of the Peace in a summary Way; and such Justice is hereby authorized and empowered to convict the Offender or Offenders, upon Information by the Oath or Affirmation of any Person or Persons, or on the Confession of the Party offending (which Oath or Affirmation such Justice is hereby authorized to administer); and in default of Payment of such Penalties and Forfeitures, the same shall be levied by Distress and Sale of the Offender's Goods and Chattels, by Warrant under the Hand and Seal of such Justice, rendering the Overplus (if any) on Demand, to the Party or Parties whose Goods and Chattels shall be so distrained (the reasonable Charges of such Distress and Sale being first deducted); and one Moiety of the Penalties and Forfeitures when recovered shall be paid to the Informer, and the other Moiety thereof shall be paid to the Guardians or Overseers of the Poor of the Township within the said Parish of *Leeds* wherein such Offence shall be committed, to be by them applied towards the Relief of the Poor of such Township, unless such Penalties shall be incurred by Persons committing Offences against the said Company, in which Cases the other Moiety as aforesaid shall be paid to the Treasurer to the said Company, and shall be applied for the general Purposes of the Act; and in case such Penalties and Forfeitures shall not be forthwith paid upon Conviction, then it shall be lawful for such Justice to order the Offender or Offenders so convicted to be detained and kept in safe Custody, until Return can be conveniently made to such Warrant of Distress, unless the Offender or Offenders shall give sufficient Security to the Satisfaction of such Justice for his or their Appearance before such Justice on such Day or Days as shall be appointed for the Return of such Warrant of Distress, such Day or Days not being more than Seven Days from the Time of taking any such Security, and which Security the said Justice is hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant it shall appear that sufficient Distress cannot be found, and such Penalties and Forfeitures shall not be paid; or in case it shall



appear to the Satisfaction of any such Justice, upon the Confession of the Offender or Offenders, or otherwise, that he, she, or they hath or have not sufficient Goods and Chattels whereupon such Penalties, Costs, and Expences could be levied if a Warrant of Distress were issued, such Justice shall not be required to issue such Warrant of Distress, and thereupon it shall be lawful for such Justice and he is hereby authorized and required, by Warrant under his Hand and Seal, to commit such Offender or Offenders to the Common Gaol or House of Correction of the said Borough, for any Time not exceeding Three Calendar Months, unless such Offender or Offenders shall have sooner paid and satisfied such Penalties, and all Costs and Expences incident to and attending such Proceedings as aforesaid, to be ascertained by such Justice or Justices, or shall be otherwise discharged by due Course of Law.

LXXXVII. And for the more easy Conviction of Offenders against this Act, be it further enacted, That a Conviction in the Form or to the Effect following shall be good, without alleging more than the Substance of the Offence, viz<sup>t</sup>.

Form of Conviction.

' Borough of Leeds, } **BE** it remembered, That on the  
 ' in the County of York. } Day of \_\_\_\_\_ in the Year  
 ' of our Lord \_\_\_\_\_ is [or are] convicted before me [or us, as  
 ' the Case shall be] \_\_\_\_\_ of His Majesty's Justices of the  
 ' Peace for the Borough of *Leeds*, by virtue of an Act of Parliament  
 ' passed in the Fifth Year of the Reign of King *George* the Fourth, intituled  
 ' [here insert the Title of this Act], of having [specify the Offence and  
 ' the Time and Place when and where the same was committed], contrary  
 ' to the said Act; and for which Offence I [or we, as the Case shall be]  
 ' do adjudge the said \_\_\_\_\_ to have forfeited the Sum  
 ' of \_\_\_\_\_ . Given under my Hand and Seal [or our Hands  
 ' and Seals] the Day and Year first above written.'

LXXXVIII. And be it further enacted, That no Person or Persons, Body or Bodies Politic or Corporate, shall be subject or liable to the Payment of any of the Penalties or Forfeitures inflicted by virtue of this Act, for any Offence or Offences against this Act hereby made cognizable by any Justice or Justices of the Peace, unless Information respecting such Offence or Offences shall have been lodged before a Magistrate within Six Calendar Months next after such Offence is committed.

Proceedings to be taken within Six Calendar Months.

LXXXIX. And be it further enacted, That where any Distress shall be made for any Sum or Sums of Money to be levied by virtue of this Act, the Distress itself shall not be deemed unlawful, nor the Party or Parties making the same a Trespasser or Trespassers, on account of any Defect or Want of Form in any of the Proceedings relating thereto, nor shall the Party or Parties distraining be deemed a Trespasser or Trespassers *ab initio* on account of any subsequent Irregularity in the Party or Parties so distraining, but the Person or Persons aggrieved may recover by Action on the Case full Satisfaction for the special Damage by him or them sustained in consequence of such Irregularity; but no Person or Persons shall recover in any such Action if Tender of sufficient Amends shall before such Action brought have been made by

Distress not to be deemed unlawful for Want of Form.



by or on the Behalf of the Party or Parties who shall have committed or caused to be committed any such Irregularity as aforesaid, or who shall have been guilty of any Trespass, or other wrongful Proceeding; and in case no such Tender shall have been made, it shall be lawful for the Defendant or Defendants in any such Action, by Leave of the Court in which any such Action shall be pending, at any Time before Issue joined, to pay into Court such Sum of Money as he or they shall think fit, whereupon such Proceedings, Orders, and Judgments shall be had, made, and given in and by such Court, as in other Actions where the Defendant is allowed to pay Money into Court.

Nothing in this Act to prevent Company from being indicted for a Nuisance.

Xc. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prevent any Person or Persons from proceeding by Indictment or otherwise against the said Company, or against any of their Officers, Servants, or Workmen, in respect of any Works of the said Company, or the Method which shall be employed by them for furnishing such Lights as aforesaid, as a public or private Nuisance; or from bringing any Action against the said Company, or any of their Officers, Servants, or Workmen, for any Injury sustained by reason of any such Works or Method of lighting, whether such Injury shall proceed from the Nature of such Method of lighting, or from the Carelessness or want of Skill in the Persons employed therein.

This Act not to affect the Acts for Paving, Lighting, &c. nor to exempt the Company from Penalties.

Xci. Provided also, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to affect, defeat, or prejudice the Rights or Interests of the Lords of the Manor of *Leeds*, nor to repeal, annul, alter, or otherwise affect all or any of the Provisions or Enactments contained in any Act or Acts for lighting, paving, watching, and otherwise improving the said Town of *Leeds*, and the Neighbourhood thereof within the Borough of *Leeds*, or either of them, nor to defeat or obstruct, interfere with or prejudice the Rights of the *Leeds* Gas Light Company, excepting in the making and vending of Gas from Oil as before provided, or to exempt, excuse, or discharge the said *Leeds* Oil Gas Company, their Officers, Servants, or Workmen, from all or any of the Fines, Penalties, Forfeitures, Punishments, Costs, or Charges, or other Matters or Things imposed or charged, or which may be recovered or levied under or by virtue of the said Acts of Parliament, any or either of them, for or by reason of the neglecting or omitting to light, or insufficiently lighting all or any of the Lamps to be fixed, erected, and placed by the said Company in all or any of the public Streets, Squares, Highways, Market Places, Courts, Yards, Roads, Ways, Lanes, and Passages in the said Town of *Leeds* and the Neighbourhood thereof, within the Borough of *Leeds* respectively; or for or in respect of the Breach or Non-performance of all or any of the Contracts which shall or may be made and entered into by the said Company to or with the said Assessors, or others acting in Execution of the said Act or Acts of Parliament, or any of them, for lighting the said Town of *Leeds* and the Neighbourhood thereof, within the Borough of *Leeds*, with Gas, under or by virtue of this Act; or for or by reason of any Nuisance, Obstruction, Annoyance, Offence, or other Matter or Thing to be done or committed by the said Company, their Officers, Servants, or Workmen, contrary to all or any of the Provisions and



and Enactments in the said Act or Acts, or any of them, expressed and contained in anywise howsoever.

XCH. And be it further enacted, That if the said Company or any Person or Persons shall think themselves, himself, or herself aggrieved by any thing done or to be done in pursuance of this Act, or by any Bye-law, Rule, or Order to be made in pursuance hereof (and for which no particular Mode of Relief is herein-before appointed), the said Company, or such Person and Persons, may appeal to the Justices of the Peace at the General or Quarter Sessions of the Peace to be holden for the Borough of *Leeds*, within the Space of Three Calendar Months next after the Cause of Appeal shall have risen, such Appellant or Appellants first giving or causing to be given Fourteen clear Days Notice at least of his, her, or their Intention to bring such Appeal, and of the Cause thereof, to the said Company, or other the Respondent or Respondents, and within Ten Days next after such Notice given, entering into a Recognizance before One of His Majesty's Justices of the Peace for the said Borough of *Leeds*, with Two sufficient Sureties, conditioned to try such Appeal at such General or Quarter Sessions, and to abide the Order of and to pay such Costs as shall be awarded by the Justices at such Sessions; and the said Justices at such Sessions, upon due Proof of such Notice being given, and of the entering into such Recognizance as aforesaid, shall hear and finally determine the Cause and Matter of such Appeal in a summary Way, and shall award such Costs to either Party as they shall think proper, and the Determination of the Justices at such Sessions shall be final, binding, and conclusive upon all Parties.

Appeal to  
Quarter  
Sessions.

XCIII. And be it further enacted, That in all Cases wherein it may be requisite or necessary for any Person or Persons, Party or Parties, to serve any Notice or Notices upon the said Company, or any Writ or Writs, or other legal Proceedings, the Service thereof upon the Chairman of the said Committee of Management for the Time being, or left at his last or usual Place of Abode, or upon the Clerk to the said Company for the Time being, or at the Office of such Clerk, or left at his last or usual Place of Abode, or at the Office of the said Company, or Service upon any Member of the Committee of Management for the Time being, or left at his last or usual Place of Abode, or upon any Agent, or other Officer, employed by the said Company, or left at his last or usual Place of Abode, shall be deemed good and sufficient Service of the same respectively on the said Company.

Directing  
what shall be  
deemed Ser-  
vice of No-  
tice, &c. on  
the Company.

XCIV. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to annul, interfere with, or in any Manner prejudice, lessen, abridge, defeat, change, or alter any Right, Interest, or Property of the Justices of the Peace or the Corporation of the Borough of *Leeds*, of or in any Power, Franchise, or Authority; but the same, and also all and every the Powers, Privileges, Rights, Jurisdictions, Franchises, and Authorities of the said Justices and Corporation shall subsist and continue, and shall and may be exercised and enjoyed in as full and ample a Manner, to all Intents and Purposes, as the same were exercised and enjoyed at any Time before the passing of this Act.

For the Pre-  
servation of  
the Rights of  
the Corpora-  
tion of Leeds.

[*Local.*]

29 D

XCV. And



Expences of  
the Act how  
to be paid.

XCV. And be it further enacted, That all the Costs, Charges, and Expences attending the applying for, obtaining, and passing this Act, shall be paid and discharged out of the Monies already subscribed, or out of the first Monies which shall be subscribed for the Purposes of this Act.

Public Act.

XCVI. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken Notice of as such, by all Judges, Justices, and others, without being specially pleaded.

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LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN,  
Printers to the King's most Excellent Majesty. 1824.