



ANNO TRICESIMO & TRICESIMO PRIMO

# VICTORIÆ REGINÆ.

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## *Cap. cxviii.*

An Act for supplying with Gas the Towns of *Lampeter*, *Llandyssil*, *Tregaron*, and *Aberayron*, and the Neighbourhoods thereof, respectively within the Parishes of *Lampeter-pont-Stephen*, *Llandyssil*, *Caron-is-clawdd*, *Llandewi-Aberarth*, and *Henfeniw*, all in the County of *Cardigan*.

[16th July 1867.]

**W**HEREAS the Town of *Lampeter* in the Parish of *Lampeter-pont-Stephen*, the Town of *Llandyssil* in the Parish of *Llandyssil*, the Town of *Tregaron* in the Parish of *Caron-is-clawdd*, and the Town of *Aberayron* in the Parishes of *Llandewi-Aberarth* and *Henfeniw*, all in the County of *Cardigan*, are not at present lighted with Gas, and the Construction of Gasworks for the Supply of and the lighting of those Places with Gas would be attended with public and local Advantage: And whereas the several Persons herein-after named, with others, are willing at their own Expense to construct the said respective Works for lighting the several Places aforesaid with Gas, and are desirous of being incorporated into a Company for that and the other Purposes of this Act, and it is expedient that they should be incorporated accordingly, and that the

[*Local.*]

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Powers



*Lampeter, Llandyssil, Tregaron, and Aberayron Gas Act, 1867.*

Powers herein-after contained should be conferred on such Company : And whereas Plans showing the Lands to be acquired for the Purpose of erecting thereon respectively the several Gasworks for lighting the Places aforesaid, and for the other Purposes of the Undertaking, with a Book of Reference to those Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and Occupiers of the said Lands, have been deposited with the Clerk of the Peace for the County of *Cardigan* : And whereas the Purposes aforesaid cannot be accomplished without the Authority of Parliament : May it therefore please Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows ; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*The Lampeter, Llandyssil, Tregaron, and Aberayron Gas Act, 1867.*"

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

2. "The Companies Clauses Consolidation Act, 1845," Parts I. and III. of "The Companies Clauses Act, 1863," relating respectively to "Cancellation and Surrender of Shares" and to "Debenture Stock," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Gasworks Clauses Act, 1847;" are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Interpreta-  
tion of  
Terms.

3. In this Act the several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction ; (that is to say,) the Expression "the Company" shall mean the Company incorporated by this Act ; the Expression "the Works" or "the Gasworks" shall mean the Gasworks of every Description, and the Mains, Pipes, and Works connected therewith respectively, or, as the Case may be, any Section of the Gasworks, Mains, Pipes, and Works connected therewith which the Company may construct under the Powers of this Act ; the Expression "the Promoters of the Undertaking" shall mean the Company ; the Expression "the Local Authority" shall mean the Local Board of Health, Highway Board, Commissioners, Trustees, Surveyors, or other Bodies or Persons entrusted with the Control or lighting of the Streets within their Jurisdiction ; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or the Acts incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

4. The



*Lampeter, Llandyssil, Tregaron, and Aberayron Gas Act, 1867.*

4. The Limits of this Act shall comprise and include the several Parishes of *Lampeter-pont-Stephen*, *Llandyssil*, *Caron-is-clawdd*, *Llandewi-Aberarth*, and *Henfeniw*, all in the County of *Cardigan*, and the Parish of *Lampeter-pont-Stephen* shall be the Company's *Lampeter* District, and the Parish of *Llandyssil* shall be their *Llandyssil* District, and the Parish of *Caron-is-clawdd* shall be their *Tregaron* District, and the Parishes of *Llandewi-Aberarth* and *Henfeniw* shall be their *Aberayron* District.

Limits.  
Limits of  
Act.

5. The Very Reverend *Llewelyn Lewellin* D.C.L., *William Jones*, *Rowland Rowland*, and the several other Persons and Corporations who have subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be and they are hereby united and incorporated into a Company for the Purpose of making and supplying Gas within the Limits of this Act, and for doing all Acts necessary for that Purpose, and for other the Purposes by this Act and the said incorporated Acts authorized, by and under the Name of "the *Lampeter, Llandyssil, Tregaron, and Aberayron Gas Company*," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes of this Act.

Incor-  
poration.  
Incorporation of  
Company.

6. The Capital of the Company shall be Eight thousand Pounds, in Eight hundred Shares of Ten Pounds each.

Share  
Capital.  
Capital,

7. Two Pounds *per* Share shall be the greatest Amount of a Call, and Three Months at the least shall be the Interval between successive Calls, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of Calls made in any Year upon any Share.

Calls,

8. Subject to the Provisions of this Act, the Company, with the Authority of Three Fourths of the Votes of the Shareholders present in person or by proxy at a General Meeting of the Company specially convened for the Purpose, may from Time to Time divide any Share in their Capital into Half Shares, of which one shall be called "Preferred Half Share," and the other shall be called "Deferred Half Share." Provided always, that it shall not be lawful for the Company to divide any Share under the Authority of this Act unless and until not less than Sixty *per Centum* upon such Share has been paid up, and upon every such Division Fifty *per Centum* upon the entire Share shall be carried to the Credit of the Deferred Half Share (being the whole Amount payable thereon), and the Residue to the Credit of the Preferred Half Share.

Power to  
divide  
Shares.

9. The Dividend which would from Time to Time be payable on any divided Share if the same had continued an entire Share shall be applied

Dividends  
on Half  
Shares,



*Lampeter, Llandyssil, Tregaron, and Aberayron Gas Act, 1867.*

applied in Payment of Dividends on the Two Half Shares in manner following; (that is to say,) first, in Payment of Dividend after such Rate, not exceeding Six *per Centum per Annum*, as shall be determined at a General Meeting of the Company specially convened for the Purpose, on the Amount for the Time being paid up on the Preferred Half Share, and the Remainder (if any) in Payment of Dividend on the Deferred Half Share; and the Company shall not pay any greater Amount of Dividend on the Two Half Shares than would from Time to Time have been payable on the entire Share if the same had not been divided.

Dividend on Preferred Shares to be paid out of the Profits of the Year only.

**10.** Each Preferred Half Share shall be entitled out of the Profits of each Year to the Dividend which may have been attached to it by the Company as aforesaid in priority to the Deferred Half Share bearing the same Number, but if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of Dividend on any Preferred Half Share for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Half Shares to be registered and Certificates given.

**11.** Forthwith after the Creation of any Half Shares the same shall be registered by the Directors, and each Half Share shall bear the same Number as the Number of the entire Share Certificate in respect of which it was issued, and the Directors shall issue Certificates of the Half Shares accordingly, and shall cause an Entry to be made in the Register of the entire Shares of the Conversion thereof: Provided always, that the Directors shall not be bound to issue a Certificate of any Half Share until the Certificate of the existing Share be delivered to them to be cancelled, unless it be shown to their Satisfaction that the Certificate is destroyed or lost, and on any such Certificate being so delivered up the Directors shall cancel it.

Terms of Issue to be stated on Certificates.

**12.** The Terms and Conditions on which any Preferred Half Share or Deferred Half Share created under this Act is issued shall be stated on the Certificate of each such Half Share.

Forfeiture of Preferred Shares.

**13.** The Provisions of "The Companies Clauses Act, 1845," with respect to the Forfeiture of Shares for Nonpayment of Calls, shall apply to all Preferred Half Shares to be created under the Authority of this Act, and every such Preferred Half Share shall for that Purpose be considered a whole Share distinct from the corresponding Deferred Half Share: Provided always, that until any forfeited Preferred Half Share shall be sold by the Directors of the Company, all Dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards Payment of any Expenses attending the Declaration or Forfeiture thereof, and of the Arrears of Calls for the Time being due thereon, with Interest.

**14.** No



*Lampeter, Llandyssil, Tregaron, and Aberayron Gas Act, 1867.*

14. No Preferred Half Share created under the Authority of this Act shall be cancelled or be surrendered to the Company.

Preferred Shares not to be cancelled, &c.

15. The several Half Shares under this Act shall be Half Shares in the Capital of the Company, and every Two Preferred or Deferred Half Shares held by the same Person shall confer such Right of voting at Meetings of the Company, and (subject to the Provisions herein before contained) shall confer and have all such other Rights, Qualifications, Privileges, Liabilities, and Incidents, as attach and are incident to an entire Share.

Half Shares to be Half Shares in Capital.

16. Any Subscriber to the Undertaking may, at the Time of becoming such Subscriber, require that the Capital to be subscribed by him shall, after providing for the general Expenses of the Company, be appropriated and applied in the next place, so far as may be necessary, to the lighting of such One of the Company's Districts not then lighted by them as he shall specify, and the Company shall thereupon apply such Subscription accordingly, and the Company shall keep such Accounts and do all such Acts as may be requisite for giving Effect to this Provision: Provided that any Part of such Subscription not required for the Purpose of lighting such District shall be applicable to the general Purposes of the Company, and the Subscriber may, by Notice in Writing to the Secretary of the Company, at any Time before such Appropriation as aforesaid has been made, withdraw the Notice given by him requiring the Company to apply his Subscription in the Manner previously required by him.

Application of Subscriptions.

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

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

18. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Two thousand Pounds, but no Part thereof shall be borrowed until the whole Capital of Eight thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the 40th Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the Capital has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient,

Borrowing Powers.

Power to borrow on Mortgage.



Lampeter, Llandyssil, Tregaron, and Aberayron Gas Act, 1867.

he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Receiver.

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

Monies borrowed on Mortgage to have Priority.

20. All Monies to be borrowed on Mortgage under this Act from the Time when the said Monies shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company, and all the Property from Time to Time of the Company, over all other Claims on account of any Debts incurred or to be incurred, or Engagements entered into or to be entered into, by them: Provided always, that such Priority shall not prejudice or affect any Claim against the Company or their Property in respect of any Rentcharge to be granted by them in pursuance of the Provisions of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Act Amendment Act, 1860," nor shall anything herein-before contained prejudice or affect the Lien of any Vendor for the unpaid Purchase Money of any Land taken by the Company for the Purposes of the Undertaking.

Debenture Stock.

21. The Company may create and issue Debenture Stock bearing Interest at a Rate not exceeding Five *per Centum per Annum*.

Application of Monies.

22. All Monies raised under this Act, whether by Shares, Debenture Stock, or borrowing, shall be applied only to the Purposes of this Act.

Meetings and Management.

23. The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *May* and *November* in every Year.

First Ordinary Meeting.

Quorum of General Meetings.

24. The Quorum of General Meetings (whether ordinary or extraordinary) of the Company shall be Fifteen Shareholders present in person or by proxy, holding in the aggregate not less than Five hundred Pounds in the Capital of the Company.

Votes of Shareholders.

25. Every Shareholder shall have One Vote for every Share held by him.

Number of Directors.

26. The Number of Directors shall be Eight, but it shall be lawful for the Company from Time to Time to reduce the Number, provided that



*Lampeter, Llandyssil, Tregaron, and Aberayron Gas Act, 1867.*

that the Number shall not be less than Four, and One Half of the Directors for the Time being shall go out of Office at the First Ordinary Meeting to be held in each Year after the Year 1868.

27. The Qualification of a Director shall be the Possession in his own Right of not less than Ten Shares. Qualification of Directors.

28. The Quorum of a Meeting of Directors shall be Three. Quorum.

29. *William Jones (of Glandenys), Rowland Rowland, William Jones (of Llwyngroes), and Samuel Davies* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting held in the Year 1868; at that Meeting the Shareholders present in person or by proxy may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, or Directors to make up the Number to Eight, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary Meeting to be held in every Year after the First Ordinary Meeting the Shareholders present in person or by proxy shall, subject to the Power herein-before contained for reducing the Number of Directors, elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in this and in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act. First Directors.

30. It shall be lawful for the Directors to appoint yearly for each of the Four Districts One Committee, consisting of Two or more Directors, to be a Committee of Management for carrying on and conducting the Business and Affairs of the Company with respect to that District, and the Committee shall have Power to select One Shareholder holding at least Five Shares of the Capital of the Undertaking, and being resident in that District, and a Consumer of the Company's Gas, to be a Member of such Committee, and to act with them in the Conduct and Management of the Business and Affairs of the Company with respect to that District; and the several Provisions relating to Committees of Directors in "The Companies Clauses Consolidation Act, 1845," contained shall apply to such Committees of Directors and Shareholders. Appointment of Committees.

31. The Company may enter upon, take, hold, and use such of the Lands described in the deposited Plan and Book of Reference as the Company may require for the Purposes of this Act. Lands.  
Power to take Lands.

32. Subject



*Lampeter, Llandyssil, Tregaron, and Aberayron Gas Act, 1867.*

Power to  
acquire  
Easements  
in Lands.

**32.** Subject to the Provisions of this Act, the Company may take or acquire compulsorily, in accordance with "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," such Estate or Easements only in the Land delineated on the said Plan, and thereon numbered 6, in the Parish of *Llandyssil*, and described in the said Book of Reference as Occupation Road, as may be necessary to enable them to lay down, use, take up, alter, and repair Mains, Pipes, Plugs, and other Works and Apparatus required for the Transmission and Distribution of Gas, and also to enable the Company to acquire such Right of Way in and over the said Occupation Road to and from their said Works at *Llandyssil* as may be necessary for carrying on their Business.

Powers for  
compulsory  
Purchases  
limited.

**33.** The Powers of the Company for the compulsory Purchase of Lands and Easements for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Power to  
purchase  
additional  
Lands.

**34.** The Company may from Time to Time for the Purposes of their Undertaking, in addition to the Lands they are by this Act authorized to take by Compulsion, purchase and hold by Agreement, but not otherwise, any additional Lands and Hereditaments, not exceeding in the whole Ten Acres, which the Company may require, but no such Lands shall be used by them for the Purpose of manufacturing Gas; nor, except upon the Lands described in the Schedule to this Act, shall the Company store Gas on any Lands situate within Three hundred Yards of any Dwelling House erected at the Time of the Acquisition by the Company of the Lands for such Storage Works, without the Consent of the Owner and Occupier of such House.

*Gasworks,  
&c.*

Power to  
erect Gas-  
works,

**35.** Subject to the Provisions of this Act, the Company may erect, construct, and from Time to Time lay down, maintain, alter, remove, enlarge, or discontinue such Gasworks, Retorts, Gasholders, Receivers, Drains, Sewers, Pipes, Mains, Machinery, and other Works, Apparatus, and Conveniences for the Manufacture and Storage of Gas, and of Coke and other residual Products obtained in the Manufacture of Gas, and also such Houses and Buildings, and Approaches thereto, upon the Lands described in the Schedule to this Act, or any Part or Parts thereof, when purchased by the Company, and they may do all such other Acts as they shall think proper, consistently with the Provisions of this Act, for supplying Gas within the Limits of this Act, but the Company shall not erect any Works for the Manufacture or Storage of Gas except upon the Lands specified in the Schedule to this Act.

Power to  
manufacture  
and supply  
Gas, &c.

**36.** Subject to the Provisions of this Act, the Company may do all such Acts as they think proper for manufacturing and storing Gas in



*Lampeter, Llandyssil, Tregaron, and Aberayron Gas Act, 1867.*

in and at the several Gasworks to be erected by the Company as aforesaid, and for supplying Gas within the Limits of this Act, and may manufacture, store, and supply Gas accordingly, and may manufacture, sell, provide, supply, and deal in Coke, Coal, Lime, Tar, Pitch, Asphaltum, Ammoniacal Liquor, and all other Products and Residuum of any Materials employed in or resulting from the Manufacture of Gas, and may also manufacture and sell, let, or deal in Gas Fittings, Tubes, Meters, Pipes, and all other Articles and Things in any way connected with Gasworks, or with the Supply of Gas to the Consumers thereof, in such Manner as the Company may think proper, and may provide and do all such Things as they may deem expedient for the Purposes of the general and incidental Business of a Gaslight and Coke Company: Provided that nothing in this Act contained shall prevent the Company from being liable to an Indictment for Nuisance, or to any other legal Proceedings to which they may be liable, in consequence of any such Operations.

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

Power to lay Pipes against Buildings.

38. Every Consumer of Gas supplied by the Company shall, on being required by the Company so to do, consume such Gas by Meter, and unless such Meters shall be subject to the Provisions of the Act for regulating Measures used in Sales of Gas, and shall be examined and stamped under the Provisions of that Act, no Meter shall be used by such Consumer until it shall have been approved by the Company, and it shall be lawful for the Company from Time to Time to examine and test any Meter.

Meters, &c. Consumers may be required to consume by Meter.

39. The Company may let for Hire any Meter for ascertaining the Quantity of Gas consumed or supplied, and the Fittings thereto, for such Remuneration in Money, and on such Terms with respect to the Repair of such Meter and Fittings, and for securing the Safety and Return to the Company of such Meter, as may be agreed upon between the Hirer and the Company, and such Remuneration shall be recoverable in the same Manner as the Rents or Sums due to the Company for Gas.

Power to Company to let Meters.

40. The Register of the Meter shall be *prima facie* Evidence of the Quantity of Gas consumed by any Customer of the Company,

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



Lampeter, Llandyssil, Tregaron, and Aberayron Gas Act, 1867.

and in respect of which any Rent is charged and sought to be recovered by the Company.

Power to  
remove  
Meters and  
Fittings.

41. The Company, after Forty-eight Hours Notice in Writing under the Hand of the Secretary or a Manager of the Company to the Occupier, or if unoccupied, then to the Owner or Lessee of any Land, House, or Building in which any Pipes, Mains, Meters, or Fittings belonging to the Company are laid or fixed, and through or in which the Supply of Gas shall, from the Neglect or Default of the Owner or Occupier, be discontinued, may enter such Land, House, or Building between the Hours of Eight in the Morning and Six in the Afternoon for the Purpose of removing and to remove such Pipes, Meters, or Fittings, repairing all Damage caused by such Entry or Removal; and every such Notice shall be served by being delivered to the Person for whom it is intended, or left at his usual or last known Place of Abode, or sent by Post addressed to such Person: Provided that if the Owner or Lessee of any such unoccupied House or Building be unknown to the Company after due Inquiry, the Notice may be given by affixing it for Three Days to some conspicuous Part of the House or Building.

Fraudulently  
injuring  
Meters, &c.

42. If any Person shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any such Pipes, Mains, Meters, or Fittings, or other Thing connected therewith, belonging to the Company, or shall alter the Index to any Meter, or fraudulently alter any Part of such Meter, or any Pipes connected therewith, or in any way fraudulently, wilfully, or knowingly prevent such Meter from duly registering the Quantity of Gas supplied, or by any Means fraudulently abstract, consume, or use the Gas of the Company, every Person so offending shall for every such Offence forfeit to the Company any Sum not exceeding Five Pounds, and the Company may, in addition thereto, recover the Amount of any Damage sustained by them which shall not be satisfied by the Amount of the Penalty recovered, and may also discontinue, until the Act complained of is remedied, the Supply of Gas to the Person or Company so offending, and that notwithstanding any Contract previously existing; and the Existence of artificial or irregular Means for causing such Alteration or Abstraction when such Meter shall be under the Custody or Control of the Consumer shall be *prima facie* Evidence that the same has been knowingly, wilfully, and fraudulently caused by the Consumer using such Meter: Provided always, that this Enactment shall not prejudice any Right of the Company to institute any Criminal Proceedings in reference to such Offence in any Case when they shall not proceed summarily under this Act.

Company to  
supply Gas  
in certain

43. The Company shall, at the Request in Writing of any Owner or Occupier of any House, Building, Factory, or Premises, or any public



*Lampeter, Llandyssil, Tregaron, and Aberayron Gas Act, 1867.*

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

Events at  
Request of  
Owner or  
Occupier.

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

Security for  
Payment of  
Rate.

45. Where any Person and the Company do not agree on the Security to be given, the same shall be determined by a Justice, and any single Justice shall, on the Application of the Person and the Company, or either of them, determine the Nature and Amount of the Security to be given, and the Security may, as the Justice thinks fit, be the Deposit with the Company, or with any Person approved by the Justice, or the Prepayment to the Company, of a Sum of Money or any other Security which the Justice thinks sufficient and reasonable, and the Determination of the Justice shall be binding on all Parties.

Justice may  
determine  
the Nature  
of Security.

46. It shall not be lawful for the Company to charge any higher Price for Gas supplied by Meter than at the Rate of Seven Shillings and

Limiting  
Price of Gas.



*Lampeter, Llandyssil, Tregaron, and Aberayron Gas Act, 1867.*

and Sixpence for every Thousand Cubic Feet for the First Five Years after they shall commence the Supply of Gas in each District lighted by them, and Six Shillings and Threepence for every Thousand Cubic Feet in that District afterward: Provided that the Company shall, within Five Years after commencing the Supply of Gas in each District within the Limits of this Act, reduce the maximum Price of Gas in that District to Six Shillings and Threepence *per* Thousand Cubic Feet.

Supply of  
public  
Lamps.

47. The Price of the Gas supplied to the public Lamps within the Limits of this Act, and within Twenty Yards of any Main, shall not exceed the lowest Price for the Time being charged by the Company to any private Consumer in the same Town or Parish.

Company to  
supply Gas  
to public  
Lamps on  
Request of  
Local Autho-  
rity.

48. The Company shall, at the Request in Writing of any Local Board or other Local Authority, supply all public Lamps within the Limits of this Act, and within Twenty Yards of any Main of the Company, with so much Gas as the Local Authority on whose Request the Supply of Gas is made may from Time to Time desire, and the Local Board or other Local Authority may contract with the Company for such Supply.

Power of the  
company to  
contract for  
lighting  
Streets.

49. It shall be lawful for the Company or their Directors from Time to Time to enter into or make any Contract or Agreement with any Local Board of Health or other Local Authority, or Persons having the Control, Direction, or Management of any Highway, Street, or Bridge, or the lighting thereof, within the Limits of this Act, for lighting and supplying the same, or any of them, or any Part thereof, with Gas, or for providing the same with Lamp Pillars and Posts, Lamp Brackets, Meters, Lamps, Service Pipes, Burners, Stopcocks, and Glasses, and for the Repair and Maintenance thereof respectively, and for lighting, cleaning, and extinguishing all public Lamps to which the Company shall supply Gas, and the Company may also from Time to Time make and enter into any Contract or Agreement with any Body Corporate or Person for lighting or supplying with Gas any Church, Chapel, College, Shop, Inn, Tavern, Dwelling House, Manufactory, Railway, Railway Station, Pier, Harbour, Market, Warehouse, or other public or private Building or Place in such Manner, under such Conditions, and upon such Terms as shall be mutually agreed upon between the Company and the respective Body or Bodies Corporate, Board, Local Authority, or other Person or Persons respectively.

Quality of  
Company's  
Gas.

50. All the Gas supplied by the Company shall be of such Quality as to produce from an Argand Burner having Fifteen Holes and a Seven-inch Chimney, and consuming Five Cubic Feet of Gas *per* Hour, a Light equal in Intensity to the Light produced by Fourteen Sperm Candles



*Lampeter, Llandyssil, Tregaron, and Aberayron Gas Act, 1867.*

Candles of Six in the Pound, burning One hundred and twenty Grains *per* Hour.

51. The Company shall, within Twelve Months from commencing to light each Town or Parish, cause to be erected in some Part of their Works in such Town, fit for testing the Gas provided by the Company, an experimental Meter furnished with an Argand Fifteen-hole Burner and a Seven-inch Chimney, or other approved Burner and Chimney, capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus, so situated or arranged as to test the illuminating Power of the Gas supplied to the Consumers.

Company to erect a Meter to test Quality of Gas.

52. It shall be lawful for Two Justices, on the Requisition in Writing of any Consumers of the Gas of the Company, not being less than Five in Number, by Order in Writing to appoint some competent Person to proceed to the Works of the Company, and the Person so appointed may at any reasonable Hour in the Daytime, on producing the said Order, enter on the Premises of the Company, and in the Presence of the Superintendent or other Officer of the Company make Experiment of the illuminating Power of the Gas by means of the experimental Meter and other Apparatus before mentioned, and the Company and their Officers shall afford all reasonable Facilities and Assistance for the making of such Experiment; and if it shall be proved to the Satisfaction of any Two Justices, not being Directors or Shareholders of the Company, after hearing the Parties, that the illuminating Power of the Gas supplied by the Company did not, when so tested as aforesaid, equal the illuminating Power by this Act prescribed, or that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, in any such Case the Company shall forfeit such Sum not exceeding Twenty Pounds as the Justices shall determine under the Circumstances of the Case.

As to testing the Quality of the Gas.

53. The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Costs of the Proceedings before the Justices, shall be ascertained by such Justices, and in the event of any Penalty being imposed on the Company shall be paid, together with such Penalty, by the Company, but in the event of no Penalty being imposed such Costs shall be awarded to be paid by such Consumers to the Company, and shall be paid or levied accordingly.

Cost of Experiment to be paid according to Events.

54. If any Person shall neglect to pay any Sum or Sums of Money due to the Company for the Supply of Gas, or for the Sale, Hire, or fixing of Meters, Burners, Pipes, Lamps, or Fittings, it shall be lawful for the Company, in addition to or instead of any other Remedies, to  
[Local.] 20 R recover

Miscellaneous.  
Recovery of Charges for Gas.



*Lampeter, Llandyssil, Tregaron, and Aberayron Gas Act, 1867.*

recover the Sum due, together with the Cost of cutting off the Pipe or Gas, in any Court of competent Jurisdiction.

Incoming  
Tenant not  
liable for  
Arrears of  
Gas.

**55.** In case any Consumer leave the Premises where Gas was supplied to him without paying to the Company the Gas Rate or Meter Rent due from him, the Company shall not be entitled to require from the next Tenant of the Premises Payment of the Arrears left unpaid by the former Tenant, unless the incoming Tenant had agreed with the defaulting Consumer to pay the Arrears.

Debts, &c.  
may be  
levied by  
Distress.

**56.** In case any Person who shall have been supplied with Gas by the Company, or who shall be liable to Payment in respect of a Supply of Gas, or for the Sale, Hire, or fixing of Meters, Burners, Pipes, Lamps, or Fittings, under or by virtue of the Provisions of this Act, shall neglect or refuse to pay the Amount due in respect thereof for the Space of Fourteen Days after Demand thereof by the Company, their Agent or Collector, it shall be lawful for any Justice to issue his Summons to such Person requiring him to appear at a Time and Place named therein, and then and there to show Cause why the Sum so demanded should not be paid; and if on the Appearance of such Person, or, in default of Appearance, after Proof of the Service of the Summons either personally or at the last known Place of Abode or of Business of such Person, no sufficient Cause can be shown to the contrary, it shall be lawful for any Justice to issue his Warrant of Distress for the Seizure and Sale of the Goods and Chattels of such Person for the Recovery of the Amount which may be proved before such Justice to be due from such Person, together with such Costs, including the Costs of cutting off the Gas, if the same shall have been cut off by the Company, as to such Justice shall seem just and reasonable.

Contents of  
Warrant.

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

Warrant  
shall include  
Costs.

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

Penalties not  
cumulative.

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

**60.** No



*Lampeter, Llandyssil, Tregaron, and Aberayron Gas Act, 1867.*

60. No Justice or Judge of any County Court or Quarter Sessions shall, except as is by this Act otherwise provided, be disqualified from acting in the executing of this Act by reason of his being liable under this Act to any Gas Rate, Meter Rent, or other Charge under this Act, or of his being a Shareholder of the Company. Liability to Gas Rates not to disqualify Justice.

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



*Lampeter, Llandyssil, Tregaron, and Aberayron Gas Act, 1867.*

The SCHEDULE referred to in the foregoing Act.

**LANDS on which Gasworks may be erected, being Part of the Lands described on the deposited Plans and Book of Reference.**

A Piece of Land on the deposited Plan numbered 1, 2, and 3, in the Parish of Lampeter-pont-Stephen in the County of Cardigan, belonging to John Battersby Harford, Esquire, bounded on the East by the River Dulas, and on all other Sides by other Land of the said John Battersby Harford.

A Piece of Land on the deposited Plan numbered 1, 2, 3, and 4, in the Parish of Llandyssil in the said County, belonging to Mr. David Charles, bounded on the South by the River Teifi, and on all other Sides by other Land of the said David Charles.

A Piece of Land on the deposited Plan numbered 1, 2, and 3, in the Parish of Caron-is-clawdd in the said County, situate at Doldre in the said Parish, bounded on the South by a Field called Pengraigfawr, on the North-west by a Road leading from Doldre to the River Brenig, on the West by the River Brenig, and on the East by Land belonging to John Davies.

A Piece of Land on the deposited Plan numbered 1 and 2, in the Parish of Llandewi-Aberarth in the said County, belonging to the Trustees of the late Captain Alban Lewis Thomas Jones Gwynne, near to and on the Eastern Side of the Sea Bank extending North-westward from the Town of Aberayron, and bounded on all other Sides by other Land of the said Trustees.

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