



ANNO TRICESIMO PRIMO & TRICESIMO SECUNDO

# VICTORIÆ REGINÆ.

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## *Cap. xlviii.*

An Act for dissolving and re-incorporating the Proprietors of the *Yeadon and Guiseley* Gaslight and Coke Company ; and for other Purposes.

[25th *June* 1868.]

**W**HEREAS “ the *Yeadon and Guiseley* Gaslight and Coke Company ” (in this Act called the existing Company) was constituted and established, under a Deed of Settlement dated the Twenty-fifth Day of *March* One thousand eight hundred and forty-six, for the Purpose of making Gas and lighting Houses, Buildings, Streets, and Places in the Township of *Yeadon*, and in the neighbouring Townships and Places in and near the Parish of *Guiseley* in the West Riding of the County of *York*, and selling Coke, Tar, and other Matters produced by making Gas, and for other Purposes, with a Capital of Six thousand Pounds divided into Two thousand Shares of Three Pounds each, and with Powers to borrow Money, and, if thought expedient, to increase their Capital : And whereas the existing Company was on the Twenty-second Day of *April* One thousand eight hundred and forty-six registered under the Act of the Eighth Year of the Reign of Her present Majesty, Chapter One hundred and ten, and was further duly registered under the “ Joint Stock Companies Act, 1856 : ”

[*Local.*]

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And

*Yeadon and Guiseley Gas Act, 1868.*

And whereas the existing Company have for many Years past been and now are supplying with Gas divers Parts of the Townships and Places mentioned or referred to in their Deed of Settlement: And whereas it is expedient that the Provisions of "The Gasworks Clauses Act, 1847," should be made applicable to the Undertaking of the existing Company, and for that Purpose that the existing Company should be dissolved, and their Proprietors be re-incorporated: And whereas it is expedient that the Limits within which the Company may supply Gas should be extended and defined: And whereas the present paid-up Capital of the existing Company is Eleven thousand seven hundred and twenty-five Pounds, and they have borrowed upon their Promissory Notes or other negotiable Instruments the Sum of One thousand two hundred and seventy-five Pounds: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

1. This Act may for all Purposes be cited as "*Yeadon and Guiseley Gas Act, 1868.*"

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

2. "The Companies Clauses Consolidation Act, 1845," and Part I. (relating to Cancellation and Surrender of Shares), and Part II. (relating to additional Capital), and Part III. (relating to Debenture Stock) of "The Companies Clauses Act, 1863," and "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Gasworks Clauses Act, 1847," are (except where expressly varied by this Act) incorporated with and form Part of this Act; provided that this Act shall not authorize the Purchase of any Lands otherwise than by Agreement.

Interpreta-  
tion of  
Terms.

3. In this Act the several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have the same respective Meanings unless excluded by the Subject or Context; and the Expression "the Company" means the Company incorporated by this Act; and the Expression "the Gas Limits" means the Limits within which the Company may supply Gas and put this Act in execution; and the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially 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; and in the Acts wholly or in part incorporated with this Act

*Yeadon and Guiseley Gas Act, 1868.*

Act the Word "Share" shall include Stock, and the Expression "Fiat in Bankruptcy" shall mean and include an Adjudication of Bankruptcy, and any Proceedings in Bankruptcy by which any Person may be made or declared bankrupt.

4. The existing Company is by this Act dissolved, and their Deed of Settlement is by this Act cancelled and annulled.

Dissolution  
of existing  
Company.

5. The several Persons who immediately before the passing of this Act were Shareholders in the existing Company, and all other Persons who from Time to Time become entitled to Shares of the Capital of the Company, and their respective Executors, Administrators, Successors, and Assigns, are by this Act united into a Company for making and maintaining Gasworks; and making and supplying Gas, Coal, and Coke, and carrying on the Business of a Gas and Coke Company, and for other the Purposes of this Act, and for those Purposes are incorporated by the Name of the "*Yeadon and Guiseley Gaslight and Coke Company*," and by that Name shall be One 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.

Company  
incorporated.

6. All the Undertaking, Gasworks, Buildings, Lands, Plant, Stock, Monies, Credits, Property, Effects, Choses in Action, Claims, and Demands whatsoever of or to which the existing Company were in any way whatsoever immediately before the passing of this Act seised, possessed, or in any way entitled at Law or in Equity, or otherwise howsoever, with their respective Rights, Members, and Appurtenances, are by this Act vested in the Company as their Undertaking, Gasworks, Property, and Effects, but subject to all Charges and Incumbrances thereon, and all Debts, Liabilities, and Engagements of the existing Company in respect thereof.

Gasworks,  
&c. vested in  
Company.

7. Except only as is by this Act otherwise expressly provided, the Company shall with respect to their Undertaking, Gasworks, Property, and Effects, and all Matters connected with the same respectively, represent the existing Company as if the existing Company and the Company had originally been and had continued without Intermission to be one and the same Body Corporate.

Company to  
represent  
dissolved  
Company.

8. Notwithstanding the Dissolution of the existing Company, and the cancelling and annulling of their Deed of Settlement, and except only as is by this Act otherwise expressly provided, everything before the passing of this Act done, suffered, and confirmed by or under the Deed of Settlement shall be as valid as if the Dissolution, Cancellation, and annulling had not happened, and the Dissolution,

General  
Saving of  
Rights.

Cancellation,

*Yeadon and Guiseley Gas Act, 1868.*

Cancellation, and annulling, and the Operation of this Act, shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Dissolution, Cancellation, and annulling had not happened, would be incident to or consequent on any and everything so done, suffered, and confirmed; and with respect to everything so done, suffered, and confirmed, and all such Rights, Liabilities, Claims, and Demands, the Company shall to all Intents and Purposes represent the existing Company; provided that the Generality of this Provision shall not be restricted by any of the other Provisions of this Act.

Contracts,  
&c. pre-  
served.

**9.** Notwithstanding the Dissolution, Cancellation, and annulling aforesaid, all Purchases, Sales, Conveyances, Mortgages, Bonds, Deeds, Securities, Contracts with respect to Supply of Gas, and other Contracts before the passing of this Act made or entered into by, to, or with respect to the existing Company, or any Person on their Behalf, shall continue and be as effectual to all Intents for, against, and with respect to the Company as if the same had been made or executed by, to, or with respect to the Company instead of the existing Company, and may be proceeded on and enforced by and against the Company accordingly.

Actions not  
to abate.

**10.** Notwithstanding the Dissolution, Cancellation, and annulling aforesaid, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the existing Company before the passing of this Act shall not abate or be discontinued or prejudicially affected by this Act, but on the contrary shall continue and take effect both in favour of and against the Company in like Manner to all Intents and Purposes as the same might continue and take effect in favour of or against the existing Company, save only that when necessary the Company shall be substituted therein for the existing Company.

Gas Rents  
to be paid.

**11.** Notwithstanding the Dissolution, Cancellation, and annulling aforesaid, all Gas Rates or Rents, Meter Rents, and other Charges with respect to a Supply of Gas which immediately before the passing of this Act were due or payable or accruing or secured to the existing Company, shall be payable and paid to and may be collected and recovered by the Company in like Manner as any Gas Rates or Rents, Meter Rents, or Charges under this Act.

Debts to be  
paid.

**12.** Notwithstanding the Dissolution, Cancellation, and annulling aforesaid, all Persons who immediately before the passing of this Act owed any Money to the existing Company, or to any Person on their Behalf, shall pay the same, with all Interest (if any) due and payable

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payable or accruing for the same, to the Company; and all Monies which immediately before the passing of this Act were owing by or recoverable from the existing Company, or for the Payment of which they were or but for this Act would be liable, shall be paid, with all Interest (if any) due and payable or accruing for the same, by or be recoverable from the Company.

13. Notwithstanding the Dissolution, Cancellation, and annulling aforesaid, all Documents, Books, and Writings which, if the Dissolution, Cancellation, and annulling had not happened, would be receivable in Evidence, shall be admitted as Evidence in all Courts of Law and Equity and elsewhere accordingly.

Books, &c.  
continued  
Evidence.

14. All Officers of and Persons employed by the existing Company in Office at the passing of this Act shall hold their respective Offices and Employments, and be deemed to be Officers of or Persons employed by the Company, and they and their respective Sureties shall be liable as if they respectively had been appointed and had become bound under this Act.

Officers  
continued.

15. The Capital of the Company shall be Twenty-nine thousand three hundred and twenty-five Pounds, and shall consist of Stock to the Amount of Eleven thousand seven hundred and twenty-five Pounds to be deemed fully paid up, and of One thousand seven hundred and sixty Shares of Ten Pounds each.

Capital.

16. The said Sum of Eleven thousand seven hundred and twenty-five Pounds Stock is by this Act vested in the several Persons who immediately before the passing of this Act were the Holders of the Capital of the existing Company in proportion to their respective Holdings in and the Sums which they have respectively paid up towards that Capital.

Stock vested  
in Share-  
holders of  
existing  
Company.

17. All Persons to and in whom any Capital Stock of the Company's Capital is by the Act appropriated and vested shall be possessed of and interested in the Stock so appropriated and vested upon the same Trusts, and subject to the same Powers, Provisions, Charges, and Liabilities, as the Trusts, Powers, Provisions, Charges, and Liabilities upon and to which their respective Shares of the Capital of the existing Company in respect whereof the Stock of the Company's Capital is so appropriated and vested were immediately before the passing of this Act held and subject, and the several Portions of Stock so appropriated and vested shall accordingly pass so as to give Effect to, and not to revoke any Will or other Instrument disposing of or affecting those respective Shares of the Capital of the existing Company.

Stock so  
vested to be  
subject to  
same Trusts,  
&c. as Shares  
of dissolved  
Company.

[Local.]

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18. The

*Yeadon and Guiseley Gas Act, 1868.*

Company to  
issue certain  
Certificates  
of Stock so  
vested, &c.

**18.** The Company from Time to Time when thereunto requested shall issue to the respective Holders of the several Portions of Stock by this Act appropriated to and vested in the Shareholders of the existing Company Certificates of the Stock so appropriated and vested, and in the meantime the Certificates of the Shares of the Capital of the existing Company in respect of which the said Portions of Stock are so appropriated and vested shall be available for evidencing the Ownership of those Portions of Stock respectively: Provided always, that the Company shall not be bound to issue any such Certificates of Stock unless or until the Certificate or Certificates of the Shares of the Capital of the existing Company in respect of which the Stock is appropriated and vested has or have been delivered up to the Company to be cancelled, or it has been proved to the Satisfaction of the Directors of the Company that such Share Certificate or Certificates has or have been lost or destroyed.

Shares not  
to issue  
until One  
Fifth paid  
up.

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

Calls.

**20.** One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and Four Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.

Rights of  
Stock-  
holders.

**21.** The several Holders of Capital Stock of the Company shall be entitled to participate in the Dividends and Profits of the Company, and to the same Privileges and Advantages for the Purpose of voting at Meetings of the Company, Qualification for the Office of Directors, and for other Purposes, as if the Stock had been formed by the Conversion or Consolidation into Stock of fully paid-up Shares of the Capital of the Company.

Limit of  
Dividend  
on Part of  
Capital.

**22.** The Company shall not in any Year make out of their Profits any larger Dividend on the Share Capital of Seventeen thousand six hundred Pounds to be raised under the Powers of this Act than Seven Pounds in respect of every Hundred Pounds actually paid of such Capital.

Receipts of  
Guardians,  
&c.

**23.** Where any Money is payable to a Shareholder being an Infant or a Lunatic, the Receipt of his Guardian or of the Committee of his Estate (as the Case may be) shall be a sufficient Discharge to the Company for the same.

**24.** The

*Yeadon and Guiseley Gas Act, 1868.*

**24.** The Company may from Time to Time after the passing of this Act borrow on Mortgage any Sum not exceeding in the whole Two thousand nine hundred Pounds, and may also from Time to Time borrow on Mortgage any further Sum not exceeding in the whole Four thousand four hundred Pounds, but no Part of that further Sum shall be borrowed until the whole Share Capital of Seventeen thousand six hundred Pounds by this Act authorized is subscribed for, issued, and accepted, and One Half of that Share Capital 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 such Share 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 in such Capital has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which shall be sufficient Evidence thereof: Provided always, that the Company shall not borrow the Sum of One thousand two hundred and seventy-five Pounds, Part of the Sum of Two thousand nine hundred and thirty Pounds which they are authorized to borrow immediately after the passing of this Act, unless and until the Company have satisfied and discharged the Sum of One thousand two hundred and seventy-five Pounds which, as above recited, they have borrowed upon their Promissory Notes or other negotiable Securities, with all Interest due or to become due thereon.

Power to borrow on Mortgage.

**25.** The Mortgagees of the Company may enforce Payment of Arrears of Interest or Principal, or Principal and Interest, due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver in respect of Principal, or Principal and Interest, the Amount owing to the Mortgagees by whom the Application for a Receiver is made shall not be less in the whole than One Tenth Part of the then Mortgage Debt of the Company.

For Appointment of a Receiver.

**26.** The Company may create and issue Debenture Stock.

Debenture Stock.

**27.** All Monies raised under this Act, whether by Shares, by Stock, or by borrowing, shall be applied for the Purposes of this Act only.

Application of Monies.

**28.** The

*Yeadon and Guiseley Gas Act, 1868.*

First  
Ordinary  
Meeting.

**28.** The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act.

Number of  
Directors.

**29.** The Number of Directors shall be Nine, but the Company from Time to Time may reduce the Number, provided that the Number be not less than Six.

Qualification  
of Directors.

**30.** The Qualification of a Director shall be the Possession in his own Right of Capital Stock to the Amount of not less than Fifty Pounds, or of not less than Five Shares.

Quorum.

**31.** The Quorum of a Meeting of Directors shall be Five, or if the Number of Directors be reduced to Six the Quorum of a Meeting of Directors shall be Three.

First Direc-  
tors.

**32.** *Edward Bolton, Benjamin Carlisle, Michael Gill, Jonas Mitchell, William Parkinson senior, James Shepherd, Alfred Slater, Benjamin Sowden, and Nathaniel Wormald* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting held after the passing of this Act; 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 Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary Meeting in every Year after the First Ordinary Meeting the Shareholders present in person or by proxy shall (subject to the Provisions in this Act contained for reducing the Number of Directors) elect Persons to supply the Places of the Directors then retiring from Office in accordance with the Provisions 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 that Act.

Election of  
Directors.

Limits of  
Act.

**33.** The Limits of this Act shall be and include the following Townships, Parts of Townships, and Places, all in the West Riding of the County of *York*:

1. So much of the Townships of *Yeadon, Carlton, and Rawden*, in the Parish of *Guiseley*, as lies on the Westerly Side of the Middle of the *Dudley Hill, Killinghall, and Harrogate* Turnpike Road, and also so much of the Township of *Rawden* aforesaid as lies on or towards the Easterly Side of the said Turnpike Road, and is comprised in a certain Piece or Parcel of Land now or lately commonly called or known by the



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the Name of *Buckstone Field*, in the Occupation of Mr. *Benjamin Wilson*, containing Three Acres and Thirty-six Perches or thereabouts, and bounded on or towards the West and North by the said Turnpike Road, and on or towards the East and South by an Occupation Road and Footpath connecting different Parts of the said Turnpike Road, and also so much of the Township of *Rawden* aforesaid as is comprised in the Site of the *Rawden Baptist Chapel*:

2. The Township of *Guiseley* in the Parish of *Guiseley* :
3. The Townships of *Menston* and *Hawksworth* in the Parish of *Otley*.

**34.** The Company may from Time to Time for the Purposes of this Act purchase by Agreement any Lands in addition to the Lands by this Act vested in them, and the Company may hold the same not exceeding in the whole at One Time Five Acres.

Power to take additional Lands by Agreement.

**35.** Persons empowered by "The Lands Clauses Consolidation Act, 1845," to sell and convey or release Lands may, if they think fit, subject to the Provisions of that Act and of "The Lands Clauses Consolidation Acts Amendment Act, 1860," grant to the Company any Easement, Right, or Privilege, not being an Easement of Water, in, over, or affecting any such Lands, and the Provisions of the last-mentioned Acts with respect to Lands and Rentcharges, as far as the same are applicable in this Behalf, shall extend and apply to such Grants, or to such Easements, Rights, or Privileges, as aforesaid.

Power to take Easements, &c. by Agreement.

**36.** The Company may at any Time hereafter sell and dispose of any Lands which are by this Act vested in them, or which they may hereafter acquire, and which shall not be required for the Purposes of the Company, and the Provisions of "The Lands Clauses Consolidation Act, 1845," Sections 128 to 132 (both Sections inclusive), shall apply to any such Sale, and the Company may also from Time to Time sell and dispose of any Works, Buildings, or Erections on any Lands belonging to them which shall not be required for the Purposes of the Company.

Sale of superfluous Lands.

**37.** The Company may maintain, alter, enlarge, and improve the existing Works of the existing Company for the Manufacture and storing of Gas and of Coke, and other residual Products obtained in the Manufacture of Gas, and Matters producible therefrom, and all proper Roads, Approaches, and Conveniences for the Purposes of such Works.

Power to maintain Gasworks.

**38.** It shall not be lawful under this Act for the Company to erect Works for the Manufacture or Storage of Gas, except on the

No Gasworks to be erected

[Local.]

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Lands

*Yeadon and Guiseley Gas Act, 1868.*

except on  
Lands in  
Schedule.

Lands described in the Schedule to this Act, being the Lands now occupied by the existing Gasworks of the existing Company.

Power to  
supply Gas.

39. Subject to the Provisions of this Act and of the Acts incorporated wholly or in part with this Act, the Company may supply and sell Gas for public and private Consumption within the Limits of this Act, and light or contract for the lighting of Streets and public Buildings within those Limits, and sell and dispose of at the Works and elsewhere Coké, Coal, Tar, Ammoniacal Tiquor, and other residual Products obtained in the Manufacture of Gas, and Matters producible therefrom.

Power to  
supply Gas  
Fittings, &c.

40. The Company may manufacture, purchase, supply, hire, sell, let, lay down, place, and maintain Gas Fittings, Meters, Pipes, Pillars, Lamp Posts, Lamps, Burners, and other Articles and Things connected with Gasworks or with the Supply of Gas for public or private Consumption in such Manner as the Company think proper, and generally may carry on such Operations and Business as are for the Time being usually carried on by Gas Companies.

Quality of  
Company's  
Gas.

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

Company  
to erect  
a Meter  
to test  
Quality of  
Gas.

42. The Company shall within Twelve Months from the passing of this Act cause to be erected an experimental Meter fit for testing all the Gas provided by the Company not nearer than Half a Mile to any of their Works, 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 and arranged as to test the illuminating Power of all the Gas supplied to the Consumers, and shall at all Times keep and maintain the experimental Meter and Apparatus in good Repair and working Order, and if and when necessary renew the same.

Power for  
Local Board  
to test  
illuminating  
Power.

43. Any Local Board within the Limits of this Act, or any Person authorized by any such Local Board in Writing, shall at all reasonable Times in the Daytime have Access to the testing Place, and may test there the illuminating Power of the Gas supplied by the Company in the Presence of an Officer of the Company if attending for that Purpose, and if not, then in the Absence of any such Officer, and the Company and their Officers shall afford all reasonable Facilities and Assistance for such testing; and if any Officer

of

*Yeadon and Guiseley Gas Act, 1868.*

of the Company on being thereunto reasonably requested wilfully obstructs such testing, or fails to afford such Facilities and Assistance, he shall for every such Offence be liable to a Penalty not exceeding Ten Pounds.

44. It shall be lawful for Two Justices, on the Application of any Consumers of the Gas of the Company not being less than Five in Number, by Order in Writing to appoint some competent Person to proceed to the Works of the Company, and the Person so appointed 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 Experiments; and if it shall be proved to the Satisfaction of any Two Justices not being 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 on being thereunto reasonably requested wilfully refused to afford such reasonable Facilities as aforesaid, or wilfully hindered or prevented the making of such Experiment, in any such Case the Company shall forfeit such Sum not exceeding Twenty Pounds as the Justices shall determine under the Circumstances of the Case.

As to testing  
the Quality  
of Gas.

45. The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Cost 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 the Costs shall be in the Discretion of the Justices.

Cost of  
Experiment  
to be paid  
according to  
Events.

46. The Company may charge for Gas consumed by Meter any Prices not exceeding Five Shillings for every Thousand Cubic Feet consumed, and so in proportion for any smaller Quantity consumed.

Price of Gas.

47. The Company on the one hand, and any Local Board of Health, or Local Board, or the Trustees of any Turnpike or other Road, or any Highway Board constituted in pursuance of any Act relating to Highways in *England*, or the Surveyors of any Highway, or any other Corporations, Bodies, or Persons, on the other hand, may from Time to Time enter into and carry into effect any Contract or Arrangement for the Supply of Gas by the Company for public Purposes within the Limits of this Act for any Period not exceeding under

Contracts for  
supplying  
Gas for  
public  
Purposes.

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under any One such Contract or Arrangement Seven Years, and may from Time to Time by mutual Consent vary, suspend, or rescind any such Contract or Arrangement, or enter into or carry into effect any other Contracts or Arrangements in lieu thereof and in addition thereto, and any Board, Trustees, Corporations, Bodies, or Persons so agreeing may apply for the Purposes of any such Contract or Arrangement, and in Payment of any periodical or other Remuneration or other Consideration payable to the Company under or by virtue thereof, any Funds or Monies which they have raised or may raise under the Powers of any Act of Parliament.

Consumers may be required to consume by Meter.

48. Every Consumer of Gas supplied by the Company shall, on being required by them, consume such Gas by Meter, to be supplied either by the Company or (if so agreed) by the Consumer, and in that Case to be approved by the Company.

Power to Company to let Meters.

49. The Company may let for Hire any Meter for ascertaining the Quantity of Gas consumed or supplied, and any Fittings thereto, for such Remuneration in Money, and on such Terms with respect to 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 Gas Rents due to the Company; and such Meters and Fittings shall not be subject to Distress for Rent of the Premises where the same are used, or to be taken in execution under any Process of a Court of Law or Equity, or any Proceedings in Bankruptcy against the Persons having Possession thereof.

Power to remove Meters and Fittings.

50. The Company, after Twenty-four Hours Notice in Writing under the Hand of the Secretary or some other Officer of the Company to the Occupier, or if there is no Occupier then to the Owner or Lessee of any Building or Lands in which any Pipe, Meter, or Fitting belonging to the Company is laid or fixed, and through or in which the Supply of Gas is from any Cause other than the Default of the Company discontinued, may enter such Building or Lands between the Hours of Nine in the Morning and Four in the Afternoon (or at any other Time with the Authority in Writing of a Justice) for the Purpose of removing and may remove every such Pipe, Meter, and Fitting, repairing all Damages caused by such Entry or Removal; and every such Notice shall be served by being delivered to the Person for whom it is intended, or left at his usual or last known Place of Abode or Business in *England*, or if such Person or his usual Place of Abode or Business in *England* is not known to the Company after proper Inquiry, then by being affixed on some conspicuous Part of such Building or Lands.

51. Before

*Yeadon and Guiseley Gas Act, 1868.*

51. Before any Person connects or disconnects any Meter through which any of the Gas of the Company is intended to be or has been registered, he shall give not less than Twenty-four Hours Notice in Writing to the Company of his Intention to do so, and any Person offending against this Enactment shall for every such Offence be liable to a Penalty not exceeding Forty Shillings.

Notice to  
Company of  
putting up  
Meters, &c.

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

Repair of  
Meters.

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

Register of  
Meter to be  
*primâ facie*  
Evidence.

54. If any Person wilfully, fraudulently, or by culpable Negligence injures or suffers to be injured any Pipe, Meter, or Fitting belonging to the Company, or fraudulently alters the Index to any Meter, or fraudulently prevents any such Index from duly registering the Quantity of Gas supplied, he shall (without Prejudice to any other Right or Remedy for the Protection of the Company or the Punishment of the Offender) for every such Offence be liable to a Penalty not exceeding Five Pounds, and the Company may in addition thereto recover the Amount of any Damages sustained by them, and the Company may also discontinue the Supply of Gas to the Person so offending until the Injury is remedied, and the Amount of the Damages are paid, notwithstanding any Contract previously existing; and the Existence of artificial Means for causing such Alteration or Prevention when such Meter is under the Custody or Control of the Consumer shall be *primâ facie* Evidence that the same has been fraudulently caused by the Consumer using such Meter.

Fraudu-  
lently  
injuring  
Meters, &c.

55. The Company's Agent or other Officer duly appointed for the Purpose by the Company may between the Hours of Nine of the Clock in the Forenoon and Four of the Clock in the Afternoon enter any Building or Place supplied with Gas by the Company in order to inspect the Meters, Pipes, Fittings, and Apparatus for

Company's  
Officers to  
enter Build-  
ings.

[Local.]

8 A

regulating.

*Yeadon and Guiseley Gas Act, 1868.*

regulating the Supply of Gas, and to see whether the Meters, Pipes, Fittings, or other Apparatus provided be in good Repair; and if such Agent or other Officer at any such Time be refused Admittance into such Premises for the Purposes aforesaid, or be prevented from making such Examination, the Occupier of such Premises shall for every such Offence forfeit to the Company a Sum not exceeding Five Pounds.

For prevent-  
ing Frauds  
and Waste  
of Gas.

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

Recovery of  
Sums due.

**57.** If any Person fails, on Demand, to pay any Gas Rent, Meter Rent, Rate, Damages, Costs, Expenses, or other Sum due to or recoverable by the Company under this Act, or any Act incorporated wholly or in part with this Act, they may recover the same by Proceedings in any Court of competent Jurisdiction, or if the Amount thereof is not *bonâ fide* disputed the same may be levied by Distress (the Person in default being first duly summoned), and any Justice may issue his Warrant accordingly, and the Remedies of the Company under this Section shall be in addition to their other Remedies for Recovery of any such Rent, Rate, Damages, Costs, Expenses, or other Sum.

In-coming  
Tenant not  
liable to pay  
Arrears of  
Gas Rent,  
&c.

**58.** In case any Consumer of the Gas of the Company shall leave the Premises where such Gas has been supplied to him without paying to the Company the Gas Rent or Meter Rent due from him, the Company shall not be entitled to require from the next Tenant of such Premises the Payment of the Arrears left unpaid by the former Tenant unless such in-coming Tenant shall have undertaken with the former Tenant to pay or exonerate him from the Payment of such Arrears.

Liability to  
Gas Rent  
not to dis-  
qualify  
Justice, &c.

**59.** A Justice or a Judge of any Court shall not (except as in this Act expressly provided) be disqualified from acting in the Execution of this Act by reason of his being liable to the Payment of any Gas Rent, Meter Rent, Rate, or Charge under this Act, or of his being a Shareholder of the Company.

**60.** Any

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*Yeadon and Guiseley Gas Act, 1868.*

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

**61.** 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 Recovery of the Money to be levied be paid by the Person liable to pay such Money, and in that Case such Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress. Costs of Distress.

**62.** Penalties imposed on the Company for one and the same Offence by several Acts of Parliament shall not be cumulative, and for this Purpose this Act and any Act incorporated wholly or in part with this Act shall be deemed several Acts. Penalties not cumulative.

**63.** 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.

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

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A Parcel of Land situate at Henshaw in the Township of Yeadon in the Parish of Guiseley in the West Riding of the County of York (now occupied by the Company's existing Works) containing Nine thousand three hundred and seven Square Yards or thereabouts (be the same more or less), bounded on or towards the North partly by Gill Lane, and partly by Property now or lately belonging to William Saxton's Devises and Messieurs Croft and Emsley, on or towards the South by Property now or lately belonging to the Incumbent of Rawden, on or towards the East by the Leeds, Kirkstall, and Otley Turnpike Road, and on or towards the West by Goit Lane.

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