

## WANGANUI GAS BILL.

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*Amendment made by the Committee of the Legislative Council.*

At the end of clause 47, after the word "deed," to add the words "except with the consent of the Governor in Council on the joint application of both parties."

# Wanganui Gas.

## ANALYSIS.

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| <p>Title.</p> <p>Preamble.</p> <ol style="list-style-type: none"> <li>1. Short Title.</li> <li>2. Interpretation.</li> <li>3. Power to break up streets, &amp;c., under superintendence, and open drains.</li> <li>4. Not to enter on private lands without consent.</li> <li>5. Owners and occupiers of private grounds may alter position of pipes.</li> <li>6. Notice to be served on persons having control, &amp;c., before breaking up streets or opening drains.</li> <li>7. Streets or drains not to be broken up except under superintendence of persons having control of same. If persons having control of same fail to superintend, Company may perform the work.</li> <li>8. Streets &amp;c., broken up, to be reinstated without delay.</li> <li>9. Penalty for delay in reinstating streets &amp;c.</li> <li>10. In case of delay other parties may reinstate and recover the expenses.</li> <li>11. Alteration of pipes on notice from the Wanganui Borough Council.</li> <li>12. Wanganui Borough Council may act on default.</li> <li>13. A majority of the inhabitants of any district may require the Company to extend their gas pipes.</li> <li>14. Penalty on Company for refusing or neglecting to do so.</li> <li>15. Power of the Company to contract for lighting streets, &amp;c.</li> <li>16. Power of the Company to let meters. Meters not liable to distraint for rent &amp;c.</li> <li>17. Company may enter buildings for ascertaining the quantity of gas consumed.</li> <li>18. Recovery of rents due for gas.</li> <li>19. Power to take away pipes, &amp;c., when supply of gas is discontinued.</li> <li>20. Consumer to give notice to Company in writing when he intends discontinuing to use gas.</li> <li>21. Penalty for fraudulently using gas.</li> <li>22. Notice to be given to the Company before meter connected or disconnected, under a penalty of five pounds.</li> </ol> | <ol style="list-style-type: none"> <li>23. If consumer leaves premises without giving notice to Company, next tenant liable for amount due if he use gas without first giving notice.</li> <li>24. Penalty for wilfully damaging pipes.</li> <li>25. Satisfaction for accidentally damaging pipes.</li> <li>26. Penalty on Company for causing water to be polluted.</li> <li>27. Daily penalty during continuance of offence.</li> <li>28. Power to Wanganui Borough Council to enter and inspect gasworks to ascertain origin of nuisance.</li> <li>29. Penalty on consumer for wasting gas.</li> <li>30. Penalty on Company for escape of gas after notice.</li> <li>31. Power to examine gas pipes to ascertain cause of contamination of water, if notice be given of same.</li> <li>32. Expenses to abide result of examination.</li> <li>33. How expenses to be ascertained.</li> <li>34. Nothing to exempt Company from being indicted for a nuisance.</li> <li>35. Company may make by-laws and regulations</li> <li>36. Publication of penalties.</li> <li>37. Penalties for defacing board used for such publication.</li> <li>38. Penalties &amp;c., how to be recovered.</li> <li>39. Penalties to be sued for within six months.</li> <li>40. Damages to be made good in addition to penalty.</li> <li>41. Form of conviction.</li> <li>42. Conviction not to be quashed for want of form.</li> <li>43. Persons giving false evidence guilty of perjury.</li> <li>44. Copy of Act to be kept by Company in their office, and deposited with the Registrar of the Supreme Court for Wellington District in office of Clerk to Bench for Borough of Wanganui, and in office of Town Clerk for Borough of Wanganui.</li> <li>45. Penalty on failure to keep or deposit such copies.</li> <li>46. Rateable reduction in the price of gas when profits exceed twenty per cent.</li> <li>47. Terms of agreement to be embodied in deed and irrevocable.</li> </ol> <p>Schedule.</p> |
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## A BILL INTITULED

Title.

An Act to authorise the Wanganui Gas Company, Limited, to break up Streets and Bridges, and to lay down and place Pipes Conduits and Service Pipes, and to make and construct other Works, for supplying the Borough of Wanganui and Suburbs with Gas.

Preamble.

WHEREAS a Joint Stock Company has been incorporated under the provisions of "The Joint Stock Companies Act, 1860," and the Joint Stock Companies Act Amendment Acts, by the name of "The Wanganui Gas Company, Limited," having for its object the production and supply of gas in and for the Town and Borough of Wanganui and its vicinity, and the sale of coal and coke, and the doing all such other things as are incidental or conducive to the attainment of the above objects :

And whereas it is expedient that provisions should be made authorizing the said Company to break up streets and bridges in and through the Borough of Wanganui and the suburbs thereof, and to lay down and place pipes conduits service pipes, and to make and construct other works for supplying the said Borough of Wanganui and suburbs with gas, and for other purposes relating thereto, and to the objects for which the said Company has been established :

BE IT THEREFORE ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows :—

Short Title.

1. The Short Title of this Act shall be "The Wanganui Gas Company's Act, 1877."

Interpretation.

2. The following words and expressions in this Act shall have the meaning hereby assigned to them, unless there be something in the subject or context repugnant to such constructions ; that is to say, words importing the singular number only shall include the plural number, and words importing the plural number only shall include also the singular number ; words importing the masculine gender shall include females :—

The word "person" shall include corporations, whether aggregate or sole.

The word "Company" shall mean the Wanganui Gas Company, Limited.

The word "lands" shall include messuages lands tenements and hereditaments.

The word "street" shall include any street court or alley highway lane road thoroughfare or public passage or place within the limits of this Act.

The expression "rent" shall include any reward or payment to be made to the Company for a supply of gas.

The word "month" shall mean calendar month.

The expression "two Justices" shall mean two or more Justices of the Peace met and acting together, or a Resident Magistrate.

The word "oath" shall include affirmation in the case of Quakers, and any declaration lawfully substituted for an oath in the case of any other person allowed by law to make a declaration instead of taking an oath.

The word "district" shall mean any lands within the limits of this Act.

The limits of this Act shall extend to and include all lands lying within a radius of ten miles from the south-east corner of

the Section No 173 on the official plan of the Town of Wanganui.

3. The Company, under such superintendence as is hereinafter specified, may open and break up the soil and pavement of the several streets bridges and wharves within the limits of this Act, and may open and break up any sewers drains or tunnels within or under any such streets bridges or wharves, and lay down and place within the same limits pipes conduits service pipes and other works, and from time to time repair alter or remove the same, and also make any sewers that may be necessary for carrying off the washings and waste liquids which may arise in the making of the gas, and for the purposes aforesaid may remove and use all earth and material in and under such streets bridges and wharves, and may in such streets erect any pillar lamps and other works, and do all other acts which the Company shall from time to time deem necessary for supplying gas within the limits aforesaid, doing as little damage as may be in the execution of the powers hereby granted, and making compensation for any damage which may be done in the execution of such powers.

Power to break up streets, &c., under superintendence, and open drains.

4. Provided always that nothing herein shall authorize or empower the Company to lay down or place any pipe or other works into through or against any buildings, or in any land not dedicated to public use, without the consent of the owners and occupiers thereof, except that the Company may at any time enter upon and lay or place any new pipe in the place of an existing pipe in any land wherein any pipe hath been already lawfully laid down or placed by the Company in pursuance of this Act or any other Act of the General Assembly of New Zealand, or any Act of the Imperial Parliament, and may repair or alter any pipe so laid down.

Not to enter on private lands without consent.

5. Provided further that it shall be lawful for any owner or occupier of any building or land not dedicated to public use in to through or against or in which any pipe or other works shall have been laid down or placed with such consent as aforesaid, at any time thereafter, if such owner or occupier shall deem it necessary or expedient, upon giving forty-eight hours' notice in writing to the Company, at his own costs and charges, but under the superintendence of the Company, to alter and vary the position of such pipes or other works, and to relay and replace the same, so that full compensation be made for any damage done thereby to the Company, or for any hindrance or obstruction which may thereby be occasioned to the lighting of any public or private lamp.

Owners and occupiers of private grounds may alter position of pipes.

6. Before the Company proceed to open or break up any street bridge wharf sewer drain or tunnel, the Company shall give to the Wanganui Borough Council, or other person under whose control or management the portion so to be opened or broken up may be, or to their surveyor or other officer, notice in writing of the intention of the Company to open or break up the same not less than forty-eight hours before such works shall be begun, except in cases of emergency.

Notice to be served on persons having control, &c., before breaking up streets or opening drains.

7. No street sewer bridge wharf drain or tunnel shall, except in cases of emergency, be opened or broken up except under the superintendence of the persons aforesaid having the control or management thereof, or of the part thereof which may be opened or broken up, or of their officer, and according to such plans as shall be approved of by such persons or their officers, or, in case of any difference respecting such plan, then according to such plan as shall be determined by two Justices, and such Justices may, on the application of the persons having the control or management of any such street bridge wharf sewer drain or tunnel, or their officer, require the Company to make such temporary or other works as such Justices may think necessary for guarding against any interruption of the traffic or drainage during the execution of any works which interfere with any such street bridge wharf sewer drain or tunnel :

Streets or drains not to be broken up except under superintendence of persons having control of same.

If persons having control of same fail to superintend Company may perform the work.

Provided always that if the persons having such control or management as aforesaid, or their officer, fail to attend at the time and place mentioned in such notice for the opening or breaking up of any such street bridge wharf sewer drain or tunnel, or shall not give notice of any objection to the plan for breaking up or opening the same, or shall 5 refuse or neglect to superintend the operation, the Company may perform the work specified in such notice without the superintendence of such persons or their officers.

Streets &c., broken up, to be reinstated without delay.

**8.** When the Company opens or breaks up the road or pavement of any street or bridge, or any wharf sewer drain or tunnel, the Company 10 shall with all reasonable speed complete the work for which the same shall be broken up, and fill in the ground and reinstate and make good the road or pavement, or the wharf sewer drain or tunnel, so opened or broken up, and carry away the rubbish occasioned thereby, and shall at all times, whilst any such road or pavement shall be opened or broken 15 up, cause the same to be fenced in and guarded, and shall cause a light sufficient for the warning of passengers to be set up and maintained against or near such road or pavement where the same shall be open or broken up every night during which the same shall be continued open or broken up from daylight to daylight, and shall keep the road or pave- 20 ment which has been so opened or broken up in good repair for three months after replacing and making good the same, and for such further time, if any, not being more than twelve months in the whole, as the soil so opened or broken up shall continue to subside.

Penalty for delay in reinstating streets, &c.

**9.** If the Company open or break up any street bridge or wharf, 25 or any sewer drain or tunnel, without giving such notice as aforesaid, or in a manner different from that which shall have been approved of or determined as aforesaid, or without making such temporary or other works as aforesaid when so required, except in the cases in which the Company are hereby authorized to perform such works without any 30 superintendence or notice, or if the Company make any delay in completing any such work, or in filling in the ground, or reinstating or making good the road pavement or wharf, or the sewer drain or tunnel so opened or broken up, or in carrying away the rubbish occasioned thereby, or if they neglect to cause the place where such road or pavement 35 has been broken up to be fenced guarded and lighted, or neglect to keep the road or pavement in repair for the space of three months next after the same is made good, or such further time as aforesaid, they shall forfeit to the persons having the control or management of the street bridge wharf drain sewer or tunnel in respect of which such 40 delay or omission is made a sum not exceeding five pounds for each day during which any such default delay or omission as aforesaid shall continue after they shall have received notice thereof.

In case of delay, other parties may reinstate and recover the expenses.

**10.** If any such delay or omission as aforesaid take place, the persons having the control or management of the street bridge wharf sewer 45 drain or tunnel in respect of which such delay or omission shall take place, may cause the work so delayed or omitted to be executed, and the expenses of executing the same shall be repaid to such persons by the Company; and such expenses may be recovered in the same manner as damages are recoverable by an action or plaint in any Court of law of 50 competent jurisdiction.

Alteration of pipes on notice from Wanganui Borough Council.

**11.** The Wanganui Borough Council, or other person under whose 55 control or management the portion so to be opened or broken up may be, if they deem it necessary to raise sink or otherwise alter the situation of any gas pipes or other gas works laid in any of the streets, may from time to time, by notice in writing, require the Company to cause forthwith, or as soon as conveniently may be any such pipes or works to be raised sunk or otherwise altered in position, in such manner as the Council or other such person as aforesaid may direct: Provided that such alteration 60 be not such as to permanently injure such works, or to prevent the gas

from flowing as freely and conveniently as before ; and the expenses attending such raising sinking or altering, and full compensation for every damage done thereby, shall be paid by the Council or other such person as aforesaid, as well to the Company as to all other persons.

5 **12.** If the Company do not proceed forthwith, or as soon as conveniently may be, after receipt of such notice, to cause the same to be raised sunk or altered in such manner as the Wanganui Borough Council or other person under whose control or management the portion so to be opened or broken up may be, require, the Council or other person as aforesaid may  
10 themselves cause such pipes or works to be raised sunk or altered as they think fit : Provided that such works be not permanently injured thereby, or the gas prevented from flowing as freely and conveniently as before.

Wanganui Borough Council may act on default.

**13.** The inhabitants of any district within the limits of this Act may require the Company to extend their gas pipes to any distance  
15 within the said limits, being not less than one mile in a continuous line, if they shall so desire, and a majority of the said inhabitants, being ratepayers, shall sign a memorial addressed to the Company requiring them to make such extensions, and shall show to the satisfaction of two Justices of the Peace that the net profits of the Company to arise from  
20 such extension will not be less than fifteen pounds per centum per annum on the cost of such extension as aforesaid, and on a reasonable proportion of the costs of all works connected therewith ; and such two Justices may, upon being satisfied thereon, make an order requiring the Company to commence and prosecute the works necessary for such ex-  
25 tension from a time to be mentioned in such order ; and the Company shall from time to time use all due diligence in the prosecution of such works in compliance with such order.

A majority of the inhabitants of any district may require the Company to extend their gas pipes.

**14.** If the Company shall refuse or neglect to comply with such order, the Company shall forfeit a sum not exceeding five pounds, to be  
30 recovered with costs in any Court of competent jurisdiction, for each day during which they shall refuse or neglect to comply with such order from the time when notice of such neglect or refusal shall have been served on the said Company by any of such inhabitants, being ratepayers as aforesaid, unless it shall appear to such Court that the delay  
35 arose from circumstances beyond the control of the Company.

Penalty on Company for refusing or neglecting to do so.

**15.** The Company may from time to time enter into any contract with any person for lighting or supplying with gas any public or private buildings, or for providing any person with pipes burners meters and lamps, and for the repair thereof, and may also from time to time enter  
40 into any contract with the Wanganui Borough Council, Road Board, or other persons having the control of any of the streets within the limits aforesaid for lighting the same or any of them with gas, and for providing such Wanganui Borough Council, Road Board, or other persons with lamps lamp-posts burners and pipes for such purpose and for the  
45 repairs thereof, in such manner and upon such terms as shall be agreed upon between the Company and the said Council, Road Board, or other persons.

Power of the Company to contract for lighting streets &c.

**16.** The Company may let for hire any meter for ascertaining the quantity of gas consumed or supplied, and any fittings for the gas, for  
50 such remuneration in money as shall be agreed upon between the Company and any person to whom the same may be so let, and such remuneration shall be recoverable in the same manner as the rents or sums due to the Company for gas ; and such meters and fittings shall not be subject to distress for rent of the premises where the same may  
55 be used, nor to be taken in execution under any process or proceeding of a Court of law or equity or in bankruptcy against the person in whose possession the same may be.

Power of the Company to let meters.

Meters not liable to distress for rent, &c.

**17.** The Clerk, Engineer, or other officer duly appointed for the purpose by the Company, may at all reasonable times enter any building or place lighted with gas supplied by the Company, in order to  
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Company may enter buildings for ascertaining quantities of gas consumed.

inspect the meters fittings and works for regulating the supply of gas, and for the purpose of ascertaining the quantity of gas consumed or supplied ; and if any person hinder such officer as aforesaid from entering and making such inspection as aforesaid at any reasonable time, he shall for every such offence forfeit to the Company a sum not exceeding five pounds.

Recovery of rents due for gas.

**18.** If any person supplied with gas neglect to pay the rent due for the same to the Company, the Company may stop the gas from entering the premises of such person by cutting off the service pipe or by such means as the Company shall think fit, and recover the rent due from such person, together with the expense of cutting off the gas and the costs of recovering the rent, by action in any Court of law of competent jurisdiction.

Power to take away pipes, &c., when supply of gas is discontinued.

**19.** In all cases in which the Company are authorized to cut off and take away the supply of gas from any house building or premises under the provisions of the Act, the Company, their agents, or workmen, after giving forty-eight hours' previous notice in writing to the occupier, or if no occupier then after leaving such notice on any portion of the premises, may enter into any such house building or premises, between the hours of nine in the forenoon and four in the afternoon, and remove and carry away any pipe meter fittings or other works the property of the Company.

Consumer to give notice to Company in writing when he intends discontinuing to use gas.

**20.** Notice to the Company from a consumer for the discontinuance of a supply of gas shall not be of any effect unless it be in writing, and be left at the registered office for the time being of the Company, or at the office of the Company's Manager at the Company's works at Wanganui.

Penalty for fraudulently using gas.

**21.** Every person who shall lay or cause to be laid any pipe to communicate with any pipe belonging to the Company without their consent, or shall fraudulently injure any such meter as aforesaid, or who, in case the gas supplied by the Company is not ascertained by meter, shall use any burner other than such as has been provided or approved of by the Company, or of larger dimensions than he has contracted or agreed to pay for, or shall keep the lights burning for a longer time than he has contracted or agreed to pay for, or who shall otherwise improperly use or burn such gas, or shall supply any other person with any part of the gas supplied to him by the Company, shall forfeit to the Company the sum of five pounds for every such offence, and also the sum of forty shillings for every day such pipe shall so remain, or such works or burner shall be so used, or such excess be so committed or continued, or such supply furnished, and the Company may take off the gas from the house and premises of the person so offending, notwithstanding any contract or agreement which may have been previously entered into.

Notice to be given to Company, before meter connected or disconnected, under a penalty of five pounds.

**22.** 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 five pounds.

If consumer leaves premises without giving notice to Company, next tenant liable for amount due if he use gas without first giving notice.

**23.** When any consumer leaves the premises where gas has been supplied to him without paying to the Company the gas rent due from him, the Company shall be entitled to require from the next tenant payment of the arrears accruing since the meter shall have been last taken by the Company and left unpaid by the former tenant, if such next tenant shall consume any gas of the Company without having first given to the Company twenty four hours' notice of his intention to do so ; and if such notice shall be given, such incoming tenant shall not be liable for such arrears as aforesaid.

Penalty for wilfully damaging pipes.

**24.** Every person who shall wilfully disconnect remove destroy or damage any pipe pillar plug post lamp or other work of the Company for

supplying gas, or who shall wilfully extinguish any of the public lamps or lights, or waste or improperly use any of the gas supplied by the Company, shall for each such offence forfeit to the Company any sum not exceeding five pounds, in addition to the amount of the damage done,

5 **25.** Every person who shall carelessly or accidentally break throw down or damage any pipe pillar or lamp belonging to the Company or under their control shall pay such sum of money by way of satisfaction to the Company for the damage done, not exceeding ten pounds, as any two Justices shall think reasonable.

Satisfaction for accidentally damaging pipes.

10 **26.** If the Company shall at any time cause or suffer to be brought or to flow into any public river stream reservoir well pond or place for water, or into any public drain communicating therewith, any washing or other substance produced in making or supplying gas, or shall do any act connected with the making or supplying of gas whereby the water in any such stream river reservoir well pond or place for water shall be fouled, the Company shall forfeit to the Wanganui Borough Council, or to any person or corporate body having the ownership or control of the waters into which such washing or other substance shall be brought or flow, or which shall be so fouled as aforesaid, for every such offence a sum not exceeding two hundred pounds, to be recoverable with full costs of suit in any Court of competent jurisdiction, and to be assessed on the principle of covering the reasonable expense of restoring and making free from pollution the river stream reservoir well pond or place for water or drain into which such washing or other substance shall be brought or flow, or which shall be fouled as aforesaid; but such penalty shall not be recoverable unless it be sued for during the continuance of the offence, or within six months after it shall have ceased.

Penalty on Company for causing water to be polluted.

20 **27.** In addition to any sum which may be recovered as aforesaid, and whether any sum shall have been recovered or not, the Company shall forfeit the sum of ten pounds, to be recoverable with costs in any Court of competent jurisdiction, for each day during which such washing or other substance shall be brought or flow as aforesaid, or the act by which such water shall be fouled shall continue, after the expiration of forty-eight hours from the time when notice of the offence shall have been served on the Company by any person or corporate body having the ownership or control of the water aforesaid, or being the owner of the banks along which such river or stream as last aforesaid shall flow.

Daily penalty during continuance of offence.

30 **28.** It shall be lawful for the Surveyor of or any other person acting by or under the authority of the Wanganui Borough Council, at any time or times in the day-time, after giving twenty-four hours' notice to the Company, to enter into any manufactory gasometer receiver or other building belonging to the Company, in order to inspect and examine if there be any escape of gas, or any washing or other substance produced in the making or supplying of gas into any river stream public sewer or drain reservoir well pond or place for water; and if such Surveyor or other person, having given such notice as aforesaid, be refused admittance into any such manufactory gasometer receiver or building, or be prevented from or obstructed in making such inspection or examination as aforesaid, the Company shall forfeit and pay for every such offence a sum not exceeding five pounds, to be recoverable with costs by the Wanganui Borough Council before two Justices.

Power to Wanganui Borough Council to enter and inspect gasworks to ascertain origin of nuisance.

40 **29.** Every person supplied with gas by the Company who wilfully suffers any pipe meter or other gas-fitting to be out of repair, so that the gas supplied to him is wasted, shall for every such offence forfeit and pay to the Company any sum not exceeding five pounds over and above the loss which the Company sustained by reason of such waste.

Penalty on consumer for wasting gas.

50 **30.** Whenever any gas shall escape from any pipe laid down or set up by or belonging to the Company, they shall immediately after

Penalty on Company for escape of gas after notice.

receiving notice thereof in writing prevent such gas from escaping ; and in case the Company shall not, within forty-eight hours next after service of such notice, effectually prevent the gas from escaping and wholly remove the cause of complaint, they shall for every such offence forfeit to Her Majesty, her heirs and successors, the sum of five pounds for each day during which the gas shall be suffered to escape after the expiration of forty-eight hours from the service of such notice, unless reasonable cause for such delay be shown to two Justices of the Peace.

Power to examine gas pipes to ascertain cause of contamination of water, if notice be given of same.

**31.** For the purpose of ascertaining whether water be fouled by the gas of the Company, the person to whom the water supposed to be fouled shall belong may dig up the ground and examine the pipes conduits and works of the Company : Provided that such person, before proceeding so to dig up and examine, shall give forty-eight hours' notice in writing to the Company of the time and place at which such digging and examination are intended to take place, and shall give the like notice to the persons aforesaid having the control or management of the road pavement or place where such digging is to take place, and shall be subject to the like obligation of fencing guarding lighting and reinstating the said road and pavement, and the same penalties for delay or any nonfeasance or misfeasance therein, as are hereinbefore provided with respect to roads and pavements broken up by the Company.

Expenses to abide result of examination.

**32.** If upon any such examination it appear that such water has been fouled by any gas belonging to the Company, the expenses of the digging examination fencing guarding lighting and reinstating of the road pavement or place disturbed in any such examination shall be paid by the Company ; but if upon such examination it do not so appear, the person causing the examination to be made shall pay all such expenses, and shall also make good to the Company any injury which may be occasioned to the works by such examination.

How expenses to be ascertained.

**33.** The amount of the expenses of such digging examination fencing guarding lighting and reinstatement, and of any injury done to the Company, shall, in case of any dispute about the same, together with the costs of ascertaining and recovering the same, be ascertained and recovered in the same manner as damages for the ascertaining and recovery whereof no special provision is made are to be ascertained and recovered.

Nothing to exempt Company from being indicted for a nuisance.

**34.** Nothing contained in this Act shall prevent the Company from being liable to an indictment for nuisance, or to any action or other legal proceeding to which, but for this Act, they would be liable in respect of any nuisance committed by them.

Company may make by-laws and regulations.

**35.** The Company may make by-laws and regulations for the management of the Company and its concerns : Provided the same shall not be repugnant to this Act, or to "The Municipal Corporations Act, 1876," or to any by-law or regulation which may now or shall hereafter be made thereunder, or to any Road Board or County Council Act of the General Assembly, or to any by-law or regulation which may now or shall hereafter be made thereunder respectively, and may impose any penalty not exceeding the sum of five pounds for the breach of any by-law or regulation of the Company.

Publication of penalties.

**36.** The Company shall publish the short particulars of the several offences for which any penalty is imposed by this Act or by any by-law of the Company, affecting other persons than the shareholders officers or servants of the Company, and of the amount of every such penalty, and shall cause such particulars to be painted on a board to be hung up or affixed on some conspicuous part of the principal place of business of the Company, and, when any such penalties are of local application, shall cause such board to be fixed in some conspicuous place in the immediate neighbourhood to which such penalties are ap-

plicable or have reference ; and the Company shall renew such particulars as often as the same or any part thereof are obliterated or destroyed ; and no such penalty shall be recoverable unless such particulars shall have been published and kept published in the manner hereinbefore required.

- 5 **37.** If any person pull down or injure any board put up or affixed as required by this Act for the purpose of publishing any by-law or penalty, or shall obliterate any of the letters or figures thereon, he shall forfeit for every such offence a sum not exceeding five pounds, and shall defray the expenses attending the restoration of such board. Penalties for defacing board used for such publication.
- 10 **38.** All fines penalties forfeitures or sums of money which, under or by virtue of this Act or any by-law or regulation of the Company, are or shall be authorised or directed to be imposed on any person, shall and may be recovered in a summary way before any two Justices of the Peace, in the manner provided by "The Justices of the Peace Act, 15 1866," so far as the same relates to summary convictions, or by any Act repealing or amending the same, or for the like purposes. Penalties, &c., how to be recovered.
- 20 **39.** No person shall be liable to the payment of any penalty or forfeiture imposed by or by virtue of this Act, or by any by-law made in pursuance thereof, unless the complaints respecting the offence shall have been made before a Resident Magistrate or two Justices of the Peace within six months after the commission thereof. Penalties to be sued for within six months.
- 25 **40.** If through any act neglect or default on account whereof any person shall have recovered any penalty imposed by this Act, or by virtue of any by-law made in pursuance thereof, any damage to the property of the Company shall have been committed by such person, he shall be liable to make good such damage, as well as to pay such penalty. The amount of such damage shall in case of dispute be determined by the Resident Magistrate or two Justices of the Peace by whom the party 30 incurring such penalty shall have been convicted, and shall be leviable by distress and sale as in the case of a judgment by a Resident Magistrate. Damages to be made good in addition to penalty.
- 41.** Any conviction for any offence under this Act may be drawn as in the form in the Schedule to this Act annexed. Form of conviction.
- 35 **42.** No proceeding under this Act shall be quashed or vacated for want of form. Conviction not to be quashed for want of form.
- 43.** Every person who upon any examination upon oath under the provisions of this Act shall wilfully and corruptly give false evidence shall be liable to the penalties of wilful and corrupt perjury. Persons giving false evidence guilty of perjury.
- 40 **44.** The Company shall at all times after the expiration of six months from the passing of this Act, or of any future Act amending or repealing the same or otherwise empowering the Company, keep in their principal office of business a copy of this Act and of such future Act printed under the authority of the Government of New Zealand, and shall also, within the space aforesaid, deposit in the office of the Registrar of the Supreme Court of New Zealand in the Wellington District 45 thereof, and in the office of the Clerk of the Bench of the Resident Magistrate for the Borough of Wanganui in the said district, and in the office of the Town Clerk of the Wanganui Borough Council, a copy of this Act and of such future Act so printed as aforesaid ; and the said Company, Registrar, Clerk to the Bench, and Town Clerk respectively, shall keep the said copies, and shall permit all persons interested to inspect the same, and shall furnish copies thereof or extracts therefrom at all reasonable hours in the day upon payment of one shilling for every such inspection, and sixpence per folio for every folio of seventy- 50 two words thereof copied or extracted. Copy of Act to be kept by Company in their office, and deposited with the Registrar of the Supreme Court for Wellington District in office of Clerk to Bench for Borough of Wanganui, and in office of Town Clerk for Borough of Wanganui.
- 55 **45.** In case the Company shall fail to keep any copy of this Act, or shall not permit any person interested to inspect the same, or shall fail to furnish copies thereof or extracts therefrom at any reasonable hour of the day upon such payment as aforesaid, the Company shall for every such offence forfeit and pay the sum of five pounds, to be recovered with costs in a summary way by such person interested. Penalty on failure to keep or deposit such copies.
- 60

Rateable reduction  
in the price of gas  
when profits exceed  
twenty per cent.

**46.** The profits of the undertaking to be divided amongst the shareholders shall not exceed twenty pounds per centum per annum on the paid-up capital of the Company, unless a larger dividend be at any time necessary to make up the deficiency of any previous dividend which shall have fallen short of the said yearly rate; and if it shall appear that the profits of the Company are sufficient to pay a larger dividend than that above specified, then the Company shall make a rateable reduction in the price of gas to be furnished by them, so that such rates, when reduced, shall insure to the shareholders a profit as near as may be to the prescribed rate.

Terms of Agreement  
to be embodied in  
deed and irrevocable

**47.** *And whereas the Company was formed, in accordance with certain articles of agreement dated the 14th day of November, 1876, made between Freeman Rayney Jackson, Julius Decimus Tripe, John Paton Watt, George Howe, and Andrew Tod, of the one part, and the Mayor, Councillors, and Burgesses of the Borough of Wanganui of the other part. whereby among other things it was provided that the Wanganui Borough Council might purchase the gasworks when erected by the parties thereto of the first part or by the Company; and it is expedient that the said agreement should be irrevocable by either of the parties thereto: Be it enacted*

*The terms comprised in the said articles of agreement of the 14th day of November, 1876, shall within three months after the passing of this Act be embodied in a deed to be made between the Mayor, Councillors, and Burgesses of the Borough of Wanganui of the one part, and the Company of the other part, and it shall not be lawful for either party to the said deed to rescind, vary, or alter the terms therein contained, either before or after the execution of the said deed.*

Schedule.

#### SCHEDULE.

PROVINCIAL DISTRICT OF WELLINGTON, }  
New Zealand, to wit. }

BE it remembered that on the            day of           , in the year of our Lord one thousand eight hundred and           , is convicted before me, a Resident Magistrate [ or before us, two Justices of the Peace for the Colony of New Zealand], for that [*Here describe offence generally, and the place and time when and where committed*], contrary to "The Wanganui Gas Company's Act, 1877."

Given under my [our] hand and seal [hands and seals] the day and year first above written.

Resident Magistrate  
[or Justices of the Peace].