ANNO DECIMO OCTAVO & DECIMO NONO

VICTORIÆ REGINÆ.

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The Surrey Consumers Gas Company (Purchase of Deptford Gasworks) Act, 1855.

and empowered to light with Gas so much of the Parish of *Saint Paul Deptford* as is in the County of *Kent* and the Parish of *Saint Nicholas Deptford* in the same County: And whereas it is recited in "The *Deptford* Gas Company's Act, 1852," that the Company had contributed Eighteen thousand nine hundred and twenty-nine Pounds on Shares, and that the Directors of the Company had borrowed Five thousand eight hundred Pounds on Bonds of the Company, and Four thousand Pounds on Mortgage of the Works of the Company, amounting together to Nine thousand eight hundred Pounds, and the said Act enacts that the Share Capital of the Company, including their then existing Capital, shall be Fifty thousand Pounds, and that the Number of Shares into which the said Capital shall be divided shall be Five thousand, and that the Amount of each Share shall be Ten Pounds, and also that when the Capital of the Company shall have reached Twenty thousand Pounds One Half at least of all Monies afterwards raised by Shares shall be applied in or towards the Discharge of the said Debt of Nine thousand eight hundred Pounds: And whereas the said Recitals in the said Act were erroneous, and at the Time of the passing of the Act the Amount which had actually been contributed by the Company on Shares was Nineteen thousand and fifty-four Pounds and Five Shillings, and Two thousand two hundred and ninety-five Shares of the nominal Value of Ten Pounds each, Thirty Shares of the nominal Value of Five Pounds each, and Two thousand seven hundred and fourteen Shares of the nominal Value of One Pound each had been issued by the Company: And whereas One hundred and thirty-two of the said Two thousand two hundred and ninety-five Shares, and the whole of the said Shares of Five Pounds each, were issued by the Company as Preference Shares: And whereas the Directors of the Company had borrowed on Security of the Bonds of the Company Sums amounting to Seven thousand nine hundred Pounds, instead of Five thousand eight hundred Pounds as recited in the said Act, in addition to the said Mortgage Debt of Four thousand Pounds, and the aggregate Amount of the Mortgage and Bond Debts of the Company was at the Time of the passing of the said Act Eleven thousand nine hundred Pounds: And whereas no Portion of the said Debt has been paid off, and the late Directors of the Company have borrowed for the Purposes of the Company the further Sum of Nine hundred Pounds, and the only Amounts now due from the said Company on Mortgage or Bonds are mentioned in the Schedule to this Act, and it is just and right that such Debts with the Interest thereon should be paid by the Company: And whereas the Finances of the Company are now and have been for some Time past in a depressed State, and the Company have been unable for some Years to pay any Dividend to their Shareholders, and they have been unable to issue any of the additional Shares which they are by the said

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said Act authorized to issue: And whereas the Company had no Power to issue any of the before-mentioned Shares as Preference Shares: And whereas a Company was formed in the Year One thousand eight hundred and forty-nine, under the Name of "The *Surrey* Consumers Gaslight and Coke Association," for manufacturing Gas, and lighting with Gas the Metropolis and other Places, and the Company constructed their Works in the Parish of *Saint Mary Rotherhithe* in the County of *Surrey*, and supplied Gas to an extensive District South of the *Thames*, including the before-mentioned Parishes of *Saint Paul* and *Saint Nicholas Deptford:* And whereas the said Company, the better to enable them to carry on their Undertaking, obtained an Act in the last Session of Parliament, called "The *Surrey* Consumers Gas Company's Act, 1854," whereby they are incorporated by the Name of "The *Surrey* Consumers Gas Company," and are empowered to light several Parishes in the County of *Surrey* and the before-mentioned Parishes of *Saint Paul* and *Saint Nicholas Deptford* in the County of *Kent:* And whereas Provisions are inserted in the said Act for the Protection of the Public, both as to the Price and Quality of the Gas to be supplied by the said *Surrey* Consumers Gas Company: And whereas the *Deptford* Gaslight and Coke Company, in consequence of their before-mentioned financial and other Difficulties, introduced a Bill into Parliament in the last Session to obtain Power to issue Preference Shares, and to borrow further Sums of Money: And whereas the said Bill was opposed by some of the Inhabitants of *Deptford*, and by the *Surrey* Consumers Gas Company, and the Bill promoted by the latter Company was also opposed by the *Deptford* Gaslight and Coke Company: And whereas, for the Purpose of avoiding the great Expense of a Contest in Parliament, and of a subsequently great and needless Outlay of Capital in laying down and maintaining Two Sets of Pipes in the same District, the Companies, on the Fifth Day of *May* One thousand eight hundred and fifty-four, entered into a provisional Agreement, whereby the *Surrey* Gas Consumers Company agreed to purchase and the *Deptford* Gaslight and Coke Company agreed to sell the Undertaking of the last-mentioned Company for such a Sum as should be fixed by Arbitration, but not to be less than Sixteen thousand five hundred Pounds, and a formal Agreement, founded upon the said provisional Agreement, was made and entered into between the said Two Companies under their respective Common Seals of the First Day of *June* One thousand eight hundred and fifty-four: And whereas a supplemental Agreement, extending the Time for the Arbitration, was made and entered into between the said Two Companies, under their respective Common Seals, dated the Sixth Day of *March* One thousand eight hundred and fifty-five: And whereas it is expedient that the said Agreements should be confirmed, and that the Undertaking of the *Deptford* Gaslight and Coke Company should be transferred to and vested

vested in the *Surrey* Consumers Gas Company, and that the Affairs of the said *Deptford* Gaslight and Coke Company should be wound up, and the Company be dissolved: And whereas it is expedient, with the view of preventing Litigation in such winding up, that the before-mentioned Inaccuracies in "The *Deptford* Gas Company's Act, 1852," should be explained and corrected, and that the before-mentioned Doubts should be removed, and that the true Amount of the existing Debts of the said *Deptford* Gaslight and Coke Company should be recognized, and authorized to be paid, and upon the Affairs of the said Company being finally wound up and all their Liabilities satisfied, that "The *Deptford* Gas Company's Act, 1852," should be repealed: And whereas it is also expedient that the said *Surrey* Consumers Gaslight and Coke Company should have Power to reduce the Number of their Directors; but these Purposes 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:

Agreements between the Two Companies confirmed.

I. The recited Agreements of the First Day of *June* One thousand eight hundred and fifty-four, and of the Sixth Day of *March* One thousand eight hundred and fifty-five, shall be and are hereby confirmed, and shall be carried into effect by the Two Companies respectively, but subject to the Provisions and Directions of an Order of the High Court of Chancery, made by the Lords Justices on the Seventh Day of *July* One thousand eight hundred and fifty-five, in a Suit wherein the *Surrey* Consumers Gas Company were Plaintiffs and the *Deptford* Gaslight and Coke Company were Defendants.

Transfer of Works of Deptford Gaslight and Coke Company to Surrey Consumers Gas Company.

II. On the Payment by the *Surrey* Consumers Gas Company in manner herein-after mentioned of the Sum to be paid according to the said Agreements, all the Gasworks, Mains, Pipes, Meters, Apparatus, Works, and Conveniences, and all the Lands and Buildings, Estates, Interests, Easements, Deeds, Goods, Chattels, and Effects, and other Real and Personal and mixed Estates and Effects of or to which the *Deptford* Gaslight and Coke Company at the Time of such Payment shall, by virtue of their Act or otherwise howsoever, be seised, possessed, or in any way entitled at Law or in Equity, or otherwise howsoever, with the Appurtenances, (excepting the Books and Accounts of the Company, and all Materials used in the Manufacture of Gas, unused Plant, and Coke,) shall be absolutely transferred to and vested in the *Surrey* Consumers Gas Company, and shall become Part and Parcel of the Undertaking of that Company; and "The *Deptford* Gas Company's Act, 1852," shall thereupon be repealed, excepting so far as it may be necessary to remain in force for the

the Purpose of enabling the said *Deptford* Gaslight and Coke Company to carry out this Act, to realize their Assets, and to wind up their Affairs.

Transfer to be evidenced by Deed duly stamped.

III. Such Transfer shall be evidenced sufficiently and conclusively by a Deed of Transfer under the respective Seals of the Two Companies, and duly stamped, and in which Deed the Consideration shall be truly stated.

Surrey Company to pay Debts in Schedule, and then hand over Balance to Deptford Company.

IV. The Purchase Money to be paid by the *Surrey* Consumers Gas Company shall be paid by them as follows:

They shall, in the first place, set apart and appropriate so much thereof as shall be necessary to liquidate the Debts mentioned in the Schedule with all Interest due thereon, and they shall pay such Debts and Interest to the respective Mortgagees and Bond Creditors mentioned in the Schedule, or to their personal Representatives or Assigns, and they shall then pay over the Balance of the said Purchase Money to the said *Deptford* Gaslight and Coke Company.

Surrey Company freed from Claims on Deptford Company.

V. On Payment of the said Balance the *Surrey* Consumers Gas Company shall stand freed and discharged from all Claims and Demands, of what Nature or Kind soever, to which the said *Deptford* Gaslight and Coke Company were subject or liable at the Time of the passing of this Act.

Surrey Company not bound to see to Application of Purchase Money.

VI. The Directors or any Two of the Directors of the *Deptford* Gaslight and Coke Company shall give a Receipt for the said Balance, and the Receipt of any such Mortgagee or Bond Creditor, his personal Representatives or Assigns, or of the said Directors of the said *Deptford* Gaslight and Coke Company, shall be an effectual Discharge to the *Surrey* Consumers Gas Company for the Sum which in any such Receipt shall be expressed to be received; and the *Surrey* Consumers Gas Company shall not be obliged to see to the Distribution of such Money, or be otherwise answerable or accountable for any Loss, Misapplication, or Nonapplication of such Money, or of any Part thereof.

Deposit of Deed of Transfer.

VII. Two Parts of such Deed shall be so executed, and one Part thereof shall be deposited by the *Surrey* Consumers Gas Company with the Clerk of the Peace for the County of *Kent*, and the other Part thereof shall be retained by the *Surrey* Consumers Gas Company, and deposited among their Records.

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Clerk of the Peace to retain Part deposited with him.

VIII. The Clerk of the Peace shall receive and retain the Part of that Deed so deposited with him, and shall permit all Persons interested to inspect it, and make Copies and Extracts thereof, in like Manner, and upon the like Terms, and under the like Penalty for Default, as is provided by the Act of the Seventh of *William* the Fourth, and the First of Her Majesty, Chapter Eighty-three, with respect to Documents therein referred to.

Dissolution of Deptford Gaslight and Coke Company.

IX. So soon as practicable after the Receipt by them of the Balance of the said Purchase Money the *Deptford* Gaslight and Coke Company shall pay, discharge, and satisfy all their remaining Debts and all other their Liabilities, and shall collect and get in all Moneys due to them, and they shall then distribute their net Assets among their Shareholders in the Proportions and according to the Interest of the said respective Shareholders in the Undertaking of the *Deptford* Gaslight and Coke Company, and the Affairs of that Company shall be finally wound up, and thereupon they shall be dissolved and wholly cease to exist.

Liability of the Shareholders of Deptford Gas Company to remain unaltered.

X. Provided always, That no individual Shareholder of the said Company or of the said *Deptford*, *Rotherhithe*, *and Bermondsey* Gaslight and Coke Company shall by the Repeal of "The *Deptford* Gas Company's Act, 1852," or by this Act, or any of the Provisions thereof, be made liable in any other Manner or further than he is now or but for the Repeal of the said Act or the passing of this Act he would be liable.

Registered Proprietors to be entitled primâ facie.

XI. The several Persons whose Names shall appear in the Register of Shareholders of the said Company as the Proprietors of Shares therein at the Time of such Distribution shall, until the contrary be proved to the Satisfaction of the said Directors of the said *Deptford* Gaslight and Coke Company, be considered to be Persons entitled to participate in the Distribution of the Purchase Money.

Directors of Company not to be bound by Trusts.

XII. The said Directors shall not be bound to see to the Execution of any Trusts, whether express, implied, or constructive, to which any of the Shares may be subject, and the Receipt of the Person or One of the Persons in whose Name or Names any Share shall stand in the Books of the Company shall be a sufficient Discharge to the Directors for all Moneys which shall be paid in respect of any of such Shares, notwithstanding any Trust to which any of such Shares may be subject, and whether the Company or the Directors shall or shall not have had Notice of such Trusts, and the Company or Directors shall not be bound to see to the Application of the Money paid upon such Receipt.

XIII. The

The Surrey Consumers Gas Company (Purchase of Deptford Gasworks) Act, 1855.

Trustees Receipts to be good Discharges.

XIII. The Receipt of any Executor, Administrator, or Committee or Guardian of any Shareholder, or other legal personal Representative, shall be a good and effectual Discharge to the said Directors for so much Money as shall be paid by them or by their Order to such Executor or Administrator, Committee, Guardian, or other legal Representative, for or on Behalf of such Shareholder, and as shall be expressed in any such Receipt to have been received, and shall exonerate and discharge such Directors from seeing to the Application thereof, and from being answerable for any Misapplication or Nonapplication thereof or any Part thereof, or being liable to any other Duty or Obligation by reason of any Trust affecting the Person to whom or the Share in respect to which such Payment shall be made; and the Assets of the Company or of the Directors shall not after such Payment be in anywise liable to the Performance of such Trusts, or to any Action or Suit at Law or in Equity in respect thereof.

Providing for unclaimed PurchaseMoney.

XIV. At the Expiration of Six Months after the Payment of the Balance of the said Purchase Money the said Directors shall cause a Notice to be inserted once in the "*London Gazette*," and Three Times in a *London* Daily Newspaper, containing the Names in alphabetical Order of the Persons appearing in the Books of the Company to be Shareholders who have not received their Proportions of the Monies to be distributed, and stating that if such Persons shall not make and substantiate their Claim to such Proportions within the Time to be limited in such Notice, being not less than Six Months from the Day on which the Balance of the Purchase Money shall have been paid, the Amount of their Proportions will be paid into the Bank of *England* in pursuance of the Provisions of this Act: Provided always, that a Copy of such Notice shall be sent by the Post to the Address of each such Shareholder as it appears in the Books of the Company, or shall be delivered at such Address.

Unclaimed Purchase Money to be paid into the Bank of England.

XV. At or at any Time after the Expiration of Six Months from the Day on which the Balance of the Purchase Money shall be paid the said Directors may pay any Sum of Money which may then be in their Hands (by reason of its not having been paid to the Shareholder entitled thereto, or of the Person claiming the same not having shown a sufficient Title thereto to the Satisfaction of the Directors, or from any other Cause) into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there to the Credit of the Person appearing to be entitled thereto (describing him as then described in the Books of the Company), pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and pursuant to the General Orders of the said Court, and without

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out Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

Certificate of Accountant General to be a sufficient Discharge to Directors.

XVI. In every Case in which any Money shall be so paid into the Bank of *England* the Certificate of the Accountant General, together with the Receipt of One of the Cashiers of the Bank of *England* filed in the Registrar's Office of the Court of Chancery, of the Payment into the Bank of *England* by the Directors of any such Money, or an Office Copy of such Certificate, shall be a good and sufficient Discharge to the Directors, and to their respective Heirs, Executors, Administrators, and Assigns, for the Amount expressed in such Certificate and Receipt to have been paid; and the Directors, their Heirs, Executors, Adminstrators, or Assigns, shall not afterwards be liable to see to the Application of such Money, or be answerable or accountable for the Loss, Misapplication, or Nonapplication thereof.

Application of Moneys paid into Court, and for Investment of Dividends.

XVII. All Money which shall be so paid by the Directors into the Bank of *England* shall there remain until the Person entitled thereto shall, upon Petition to be presented to the Court of Chancery in a summary Way, obtain an Order for the Transfer thereof into his own Name or otherwise; and the Accountant General shall from Time to Time invest the Dividends thercof, when the same shall amount to a competent Sum, in the Purchase of Stock in the Three Pounds *per Centum* Consolidated Bank Annuities, for the Benefit of the Persons entitled thereto, subject to the Order and Direction of the said Court; and the said Court may, on the Application of any Person making Claim to such Money, or any Part thereof, by Motion or Petition, in a summary Way of Proceeding or otherwise, as to the said Court shall seem meet, order Distribution thereof or Payment of the Dividends thereof according to the respective Estates or Interests of the Persons making Claim thereto, and make such Order or Orders in the Premises as to the Court shall seem just and reasonable.

For Investment of Purchase Moneys in Hands of Directors.

XVIII. In the meantime and until the Purchase Money paid to the Directors can be distributed amongst the Shareholders, pursuant to this Act, the same may be invested by the Directors in the Purchase of Exchequer Bills.

Directors of Company to be liable for their own Receipts and Payments only.

XIX. Provided always, That any Director, his Executors or Administrators, shall not be chargeable with any Moneys other than those he shall actually receive by virtue of this Act, and any Director shall not be answerable or accountable for any other Director, or for the Acts, Receipts, Neglects, or Defaults of any other Director, nor be answerable or accountable for any Officer or Agent, Banker, Broker, or other Person, with whom or in whose Hands any Part of the said

said Purchase-Moneys may be lodged for safe Custody, Remittance, Sale, Investment, Payment, or otherwise, nor shall be answerable or accountable for any other Loss which may happen to the said Moneys, unless the same shall happen through his own wilful Default; and the Directors may, out of the said Moneys, retain and also allow to each other, and to the Executors and Administrators of any Director, all reasonable Costs, Charges, and Expenses incurred in executing the Trusts hereby reposed in them, or in anywise relating thereto.

Conveyances, &c. to remain.

XX. Notwithstanding the Repeal of "The *Deptford* Gas Company's Act, 1852," all Conveyances, Leases, and Deeds, and all Contracts and Agreements for lighting, made or entered into before such Repeal to, with, in favour of, or by, for, or on behalf of the *Deptford* Gaslight and Coke Company, or any Person on their Behalf, shall be and remain as good, valid, and effectual in favour of, against, and with reference to the *Surrey* Consumers Gas Company, and may be proceeded on and enforced in the same Manner, to all Intents and Purposes, as if the *Surrey* Consumers Gas Company instead of the *Deptford* Gaslight and Coke Company had been Party to and executed the same, or had been named or referred to therein.

Actions, &c not to abate.

XXI. Notwithstanding such Repeal, any Action, Suit, Prosecution, or other Proceeding whatsoever commenced either by or against the *Deptford* Gaslight and Coke Company previously to 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 the same Manner to all Intents and Purposes as if this Act had not passed.

Books to be Evidence.

XXII. Notwithstanding such Repeal, all Books and Writings which, if the *Deptford* Gaslight and Coke Company's Act were not repealed, would be receivable in Evidence, shall be admitted as Evidence in all Courts of Law and Equity.

Existing Shares of the Deptford Company deemed valid.

XXIII. In winding up their Affairs all Shares which have been *bonâ fide* issued by the *Deptford* Gaslight and Coke Company, whether by way of Preference or otherwise, shall be deemed duly issued and valid Shares, and shall be paid upon accordingly.

Power to Surrey Consumers Gas Company to reduce Number of Directors.

XXIV. And whereas it is enacted by "The *Surrey* Consumers Gas Company's Act, 1854," that the Number of Directors shall be Ten: And whereas it is expedient that the Company should have Power to reduce that Number: It shall be lawful for the Company from Time to Time to reduce the Number of their Directors to any Number being not less than Six.

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Sections 45. and 46. of 10 & 11 Vict. c. 15. to extend to this Act.

XXV. Clauses Forty-five and Forty-six of "The Gasworks Clauses Act, 1847," with respect to Access to the Special Act, shall extend and apply to this Act.

Expenses of Act.

XXVI. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the *Surrey* Consumers Gas Company.

Short Title.

XXVII. In citing this Act for any Purpose, it shall be sufficient to describe it as "The *Surrey* Consumers Gas Company (Purchase of *Deptford* Gasworks) Act, 1855."

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The Surrey Consumers Gas Company (Purchase of Deptford Gasworks) Act, 1855.

SCHEDULE referred to in the foregoing Act.

Nature of Security.	Name of Holder.	Amount.
		£
Mortgage - -	Frank Clark Hills - - -	4,000
Bond, No. A. 44. -	Rev. J. W. England - - -	100
„ B. 17. -	Thomas Corney - - - -	500
„ „ 33. -	Elizabeth Bromet, Executrix of Ann Rhodes	100
„ „ 34. -		100
„ „ 30. -	John Twells - - - -	100
„ „ 37. -	Same - - - -	200
„ „ 38. -	Same - - - -	300
„ „ 39. -	Same - - - -	300
„ „ 40. -	Same - - - -	300
„ C. 1. -	Thomas Corney - - - -	200
„ „ 2. -	Same - - - -	500
„ „ 3. -	George Streeter - - - -	500
„ „ 4. -	Same - - - -	500
„ „ 5. -	Same - - - -	500
6. -	Thomas Corney - - - -	500
7. -	Henry Darby and - - -	500
8. -	Augustus Darby - - - -	500
9. -	Henry Darby and George Darby - -	300
10. -	William G. Wheeldon - - -	200
11. -	Henry Spencer Cooper - - -	500
12. -		100
11. -	London Joint Stock Bank - - -	200
12. -		500
13. -		200
14. -		500
15. -		200
16. -		200
19. -		200
	Total - - £	12,800

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1855.