ANNO SEXTO

VICTORIÆ REGINÆ.

****

Cap. xxi.

An Act to amend an Act of the Second Year of Her present Majesty's Reign, for better lighting with Gas the Town of *Brighton*, and the several Places therein mentioned, in the County of *Sussex*.

[9th *May* 1843.]

WHEREAS an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act for better lighting with Gas the Town of* Brighton, *and the several Places therein mentioned, in the County of* Sussex: And whereas by the said Act it is amongst other things enacted, that it shall be lawful for the Company thereby incorporated under the Name or Style of the "*Brighton* and *Hove* General Gas Company" to borrow and take up at Interest such Sum or Sums of Money for the Use of the said Company as they shall think proper, not exceeding in the whole Ten thousand Pounds, on the Credit of the said Undertaking, and the Lands, Tenements, and Hereditaments, and the Profits and Advantages thereof arising to the said Company by virtue of the said Act, and thereupon, by Writing under their Common Seal, to mortgage all or any Part of the Property and Effects of the said Company to such Person or Persons as shall lend any such Money, as a Security for the Principal Money to be from Time to Time advanced, together with lawful Interest for the same; and it is further enacted, that all Persons to whom any such Mortgage,

2 & 3 Vict. c.38.

or any Surrender of any Copyhold Estate, as therein mentioned, shall be made, shall be equally entitled one with the other to the said Undertaking and Property and Effects of the Company, and the Profits and Advantages thereof, so to be mortgaged or surrendered, in proportion and according to the respective Sums in such Securities mentioned to be advanced, without any Preference by reason of the Priority of any such Mortgage or Surrender: And whereas previously to the passing of the said Act the said Company had borrowed on the general Credit of the said Undertaking the Sum of Three thousand five hundred Pounds from various Persons, which Sum is still due and owing; but the said Company have not borrowed or taken up any Sum or Sums of Money by way of Mortgage or otherwise under the Powers of the said Act: And whereas it is expedient, in order to enable the said Company to borrow with greater Facility Monies for the Purpose of paying off the said Debt of Three thousand five hundred Pounds, and of paying the Expences of this Act, and for other the Purposes of the said recited Act and of this Act, that the said Company should be empowered to give Priority to a limited Extent to Mortgages to be made by the said Company, and that the Powers of the said Act for enabling the said Company to secure Monies to be borrowed should be in other respects enlarged and amended: And whereas it is expedient that the said Company should be empowered to grant Leases of their Works and Property, under proper Restrictions, and that the said Act should be otherwise amended: 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, That all the Provisions, Matters, and Things contained in the said recited Act, except such of them as are by this Act repealed, altered, or otherwise provided for, shall extend to this Act, as fully and effectually as if the same Provisions, Matters, and Things were repeated and re-enacted in the said Act.

Provisions of former Act extended to this Act.

Primary Loan of 5,000*l.*

II. And be it enacted, That, notwithstanding any thing in the said recited Act contained, it shall be lawful for the said Company, at any Time and from Time to Time, to borrow and take up at Interest by way of primary Loan any Part or Parts, not exceeding in the whole the Sum of Five thousand Pounds, of the Sum or Sums, not exceeding in the whole Ten thousand Pounds, which by the said recited Act they are so empowered to borrow and take up at Interest as aforesaid; and that all Persons, if more than One, to whom any Mortgage or Mortgages shall be made, pursuant to the said recited Act and this Act, for securing any Sum or Sums, not exceeding the limited Amount aforesaid, to be so borrowed by way of primary Loan as aforesaid, shall be equally entitled one with the other to the said Undertaking, and the Property and Effects of the said Company, and the Profits and Advantages thereof, so to be mortgaged, in proportion or according to the respective Sums in the respective Securities mentioned to be advanced, without any Preference by reason of the Priority of any such Mortgage or on any other Account; but that the Mortgage or Mortgages to be so made as last aforesaid shall have and take Precedence and Priority at

at Law and in Equity to and over all and every other Mortgage and Mortgages to be made by virtue of the said recited Act and of this Act, or either of them, and be payable and paid in preference thereto.

Evidence of Authority for borrowing.

III. And be it enacted, That a Copy of the Order of a General Meeting of the said Company authorizing the borrowing of any Money, certified by One of the Directors or by the Clerk to the said Company to be a true Copy, shall be sufficient Evidence of the Order for borrowing Money having been made.

Mortgages.

IV. And be it enacted, That every Mortgage for securing Money to be borrowed by the said Company by virtue of the said recited Act and of this Act or either of them shall be by Deed under the Common Seal of the said Company, duly stamped, and wherein the Consideration shall be truly stated; and every such Mortgage may be according to the Form in the Schedule (A.) to this Act annexed, or to the like Effect; and every Mortgage to be made for securing any Sum or Sums of Money to be borrowed by the said Company by way of primary Loan, under the Powers herein contained, shall express that such Sum or Sums of Money is or are lent and advanced by way of primary Loan, for the Purpose of distinguishing whether the Money thereby secured is Part of the said primary Loan.

Rights of Mortgagees.

V. And be it enacted, That the respective Mortgagees shall be entitled one with another to the Lands, Tenements, Hereditaments, Works, Pipes, and Stock of the said Company, and the Rates, Rents, Sums, and Premises comprised in such Mortgage, and of the future Calls payable by the Shareholders of the said Company, according to the respective Sums in such Mortgages mentioned to be advanced by such Mortgagees respectively, and to be repaid the Sums so advanced, with Interest, without any Preference one above another by reason of Priority of the Date of any such Mortgage, or of the Meeting at which the same was authorized, or on any other Account whatsoever, except only so far as Precedence and Priority are herein-before given to the Mortgage or Mortgages to be made for securing Monies to be advanced by way of primary Loan as aforesaid.

Register of Mortgages.

VI. And be it enacted, That a Register of Mortgages shall be kept by the Clerk to the said Company, and within Fourteen Days after the Date of any such Mortgage an Entry or Memorial, specifying the Number and Date of such Mortgage, and the Names of the Parties thereto, with their proper Additions, and the Sum of Money thereby secured, and the Rate of the Interest thereof, and (if such be the Fact) stating that the same Sum is advanced by way of primary Loan, shall be made in such Register; and such Register may be perused at all reasonable Times by any of the Shareholders, or by any Mortgagee of the Undertaking, or by any Person interested in any such Mortgage, without Fee or Reward.

VII. And

Transfer of Mortgages.

VII. And be it enacted, That from Time to Time any Party entitled to any Mortgage to be made by the said Company as aforesaid may transfer his Right and Interest therein to any other Person by Deed duly stamped, wherein the Consideration shall be truly stated; and every such Transfer may be according to the Form in Schedule (B.) to this Act annexed, or to the like Effect.

Register of Transfers to be kept.

VIII. And be it enacted, That within Thirty Days after the Date of every such Transfer, if executed within the United Kingdom, or otherwise within Thirty Days after the Arrival thereof within the United Kingdom, it shall be produced to the Clerk of the said Company, and thereupon the Clerk shall cause an Entry or Memorial thereof to be made in the same Manner as in the Case of the original Mortgage; and after such Entry every such Transfer shall entitle the Transferee, his Heirs, Executors, Administrators, or Assigns, to the full Benefit of the original Mortgage in all respects; and no Party, having made such Transfer, shall have Power to make void, release, or discharge the Mortgage so transferred, or any Money thereby secured; and for such Entry the said Company may demand a Sum not exceeding the Amount of Two Shillings and Sixpence.

Payment of Interest on Mortgages.

IX. And be it enacted, That the Interest of the Money borrowed upon any such Mortgage as aforesaid shall be payable and paid half-yearly to the several Parties entitled thereto, and in preference to any Dividends payable to the Shareholders of the said Company.

Transfers of Interest to be stamped.

X. And be it enacted, That the Interest on any such Mortgage as aforesaid shall not be transferable except by Deed duly stamped.

Repayment of Money borrowed at the Time fixed.

XI. And be it enacted, That the Company may, if they think proper, fix a Period or Periods for the Repayment of the Principal Money so borrowed, or any Part thereof, with the Interest thereof, and in such Case the Company shall cause such Period or Periods to be inserted in the Mortgage Deed; and upon the Expiration of such Period or Periods the Principal Sum then payable, together with the Arrears of Interest thereon, shall be paid to the Party entitled to such Mortgage, and in case of Default in such Payment the whole Sum secured by such Mortgage, and all Interest thereon, shall, if the Party shall so elect, thenceforth become payable.

Repayment of Money borrowed when no Time fixed.

XII. And be it enacted, That if no Time be fixed in the Mortgage Deed for the Repayment of the Money so borrowed the Party entitled to the Mortgage may, at the Expiration or at any Time after the Expiration of Twelve Calendar Months from the Date of such Mortgage, demand Payment of the Principal Money thereby secured, with all Arrears of Interest, upon giving Six Calendar Months previous Notice for that Purpose; and the said Company may at all Times pay off the Money borrowed, or any Part

Part thereof, on giving the like Notice; and such Notice, if given by a Mortgagee, shall be by Writing delivered to the Clerk or any Director of the said Company, and if given by the said Company shall be by Writing given either personally to such Mortgagee, or, if such Mortgagee be unknown or cannot be found, such Notice shall be given by Advertisement in the *London Gazette* and in some Newspaper circulating in the said Town of *Brighton* or County of *Sussex*; and at the Expiration of the said Notice, when given by the said Company, Interest shall cease to be payable on the Money secured by such Mortgage, unless, on Demand of such Money, the said Company fail to pay the same pursuant to such Notice.

For enforcing Payment of Arrears:

Interest;

XIII. And in order to provide for the Recovery of any Arrear of Interest and Costs, or of the Principal and Interest and Costs of any such Mortgage as aforesaid, at the respective Times at which such Interest, or such Principal, Interest, and Costs, shall become due, be it enacted, That if such Interest or any Part thereof shall for Thirty Days after the same shall have become due, and Demand thereof shall have been made in Writing on the Clerk or any Director of the said Company, remain unpaid, the Mortgagee may either sue for the Interest so in arrear by Action of Debt in any of the Superior Courts, or he may require the Appointment of a Receiver by an Application to be made as herein-after provided.

Principal and Interest.

XIV. And with respect to such Principal Money, Interest, and Costs, be it enacted, That if such Principal Money and Interest be not paid within Six Calendar Months after the same shall have become payable, and after Demand thereof in Writing given to the Clerk or any Director of the said Company, then at any Time or Times thereafter the Mortgagee may sue for the same in any of the Superior Courts of Law or Equity, or if his Debt amount to the Sum of One thousand Pounds he may alone, or if his Debt does not amount to the Sum of One thousand Pounds he may in conjunction with any other Mortgagee or Mortgagees whose Debt or Debts, being so in arrear after Demand as aforesaid, shall, together with his own Debt, amount to the Sum of One thousand Pounds, require the Appointment of a Receiver by an Application to be made as herein-after provided, and may, whether a Receiver shall be so appointed or not, sell and dispose of the Lands, Tenements, Hereditaments, Works, Pipes, Stock, and Premises of the said Company, or any Part or Parts thereof, by public Auction, in One Lot or several Lots, at such Price or Prices as can be reasonably obtained for the same, and subject to such Conditions of Sale as may be applicable thereto, with Liberty to buy in the same or any Part thereof, and to resell the same in manner aforesaid, without being answerable for any Loss to be thereby occasioned, giving to the said Company and to the other Mortgagees (if any) Notice in Writing of every such Auction, and the Time and Place of holding the same, by delivering such Notice to the Clerk or one of the Directors of the said Company and to such other Mortgagees, or at his, her, or their last known Place of Abode in *England*, and in case the same can-

not be found, by Advertisement in the *London Gazette* and some Newspaper circulating in the said Town of *Brighton* or County of *Sussex*, with Power for the Mortgagee or Mortgagees requiring such Sale or Sales as aforesaid to convey, assign, and assure the said Lands, Tenements, Hereditaments, Works, Pipes, Stock, and Premises unto the respective Purchaser or Purchasers thereof; and the Money to be produced by any such Sale or Sales as aforesaid shall be applied, in the first place, in Payment of all such Costs, Charges, and Expences as may have been lawfully incurred by any of the Mortgagees under the Provisions of the said recited Act or of this Act, or in the Preparation for or Completion of any such Sale or Sales as aforesaid, and all other Costs and Expences incident thereto, and in the next place in Payment and Satisfaction to the several Mortgagees of the respective Sums of Money advanced by them, rateably and without any Preference one above another, except so far as Precedence and Priority are herein-before given to the Mortgage or Mortgages to be made for securing Monies to be advanced by way of primary Loan as aforesaid, and the clear Surplus (if any) shall be paid to the Treasurer for the Time being of the said Company on account thereof.

Application of Money.

Trustees to concur in such Sales.

XV. And for facilitating such Sale, be it enacted, That the Trustees or Trustee for the Time being in whom any Freehold or Copyhold Estate or Estates shall be vested, for or on behalf of the said Company, shall join and concur therein, and make and execute all such Deeds, Surrenders, and Assurances as may be necessary for effectuating and completing the same; and that all Contracts, Deeds, Conveyances, Surrenders, Assignments, and Assurances made and executed by the Mortgagee or Mortgagees requiring such Sale or Sales as aforesaid, or by the said Trustees or Trustee, or by them conjointly, under the Powers herein contained, shall be lawful, valid, and effectual to all Intents and Purposes whatsoever, whether the said Company shall or shall not join or concur therein.

Appointment of a Receiver.

XVI. And be it enacted, That every Application for a Receiver in the Cases aforesaid shall be made to Two or more Justices of the Peace for the County of *Sussex*; and on any such Application so made, and after hearing the Parties, it shall be lawful for such Justices by Order in Writing to appoint some Person to receive the whole or a competent Part of the Rents or Sums liable to the Payment of such Interest, or such Principal and Interest, as the Case may be, until such Interest, or until such Principal and Interest, as the Case may be, together with all Costs, including the Charges of receiving the Rents or Sums aforesaid, be fully paid; and upon such Appointment being made all such Rents and Sums of Money as aforesaid shall be paid to and received by the Person so to be appointed, and it shall be lawful for him, with the Consent of the Party or Parties to whom such Interest, or such Principal and Interest, as the Case may be, shall be then due, and on whose Behalf such Receiver shall have been appointed, thereout to disburse and expend such Sum or Sums of Money as shall be necessary for the carrying on of the said Undertaking, and the Surplus of the Money to be received shall be so much Money received by or to the Use of such Party or Parties;

Parties; and after such Interest and Costs, or such Principal, Interest, and Costs, have been so received, the Power of such Receiver shall cease; and it shall be lawful to and for the said Justices to take such reasonable Security from such Receiver as they may think fit.

Mortgagees not to vote.

XVII. And be it enacted, That no Party shall in right of any such Mortgage as aforesaid be deemed a Shareholder, or be capable of acting or voting as such at any Meeting of the said Company.

Access to Account Books.

XVIII. And be it enacted, That at all reasonable Times the Books of Account of the said Company shall be open to the Inspection of the respective Mortgagees thereof, with Liberty to take Extracts therefrom, without Fee or Reward.

Power to lease.

XIX. And be it enacted, That it shall be lawful for the said Company by Deed under their Common Seal to demise and lease the Lands, Tenements, Hereditaments, Works, Pipes, Machinery, and other the Property and Effects of the said Company, or any of them, or any Part or Parts thereof, for any Term or Number of Years not exceeding Twenty-one Years, to take effect in Possession and not in Reversion, for the best annual Rent or Rents that can be reasonably obtained for the same, without taking any Fine, Premium, or Foregift for such Lease; and every such Lease shall be by Deed under the Common Seal of the said Company, and in case the same shall be made during the Existence of any such Mortgage or Mortgages as aforesaid, such Lease shall, if the Mortgagee or Mortgagees shall consent thereto, such Consent to be testified by such Mortgagee or Mortgagees being Parties or a Party to and executing the same, be effectual at Law and in Equity as against such Mortgagee or Mortgagees, but otherwise shall be subject thereto; and the Deed whereby such Lease shall be granted shall contain a Condition of Re-entry for Nonpayment of the Rent or Rents thereby reserved for such Space not exceeding Forty Days after the same shall become due as shall be therein specified, and such other Conditions and such other usual and reasonable Covenants and Agreements as the said Company shall judge expedient; and the Lessee or Lessees thereof shall execute a Counterpart thereof, and shall not be made dispunishable for Waste by any Words in such Lease or Leases to be contained; and an Entry or Memorial of every such Lease shall be made and registered in the Minute Book of Proceedings of the said Company.

Restraint on purchase from incapacitated Persons.

XX. And be it enacted, That the Company shall not by virtue of the said recited Act or this Act purchase more than Ten Acres of Land from any Party under legal Disability, or who would not be able to sell and convey such Lands except under the Powers of the said recited Act or this Act; and if the Company purchase the said Quantity of Land from any Party under such legal Disability, and afterwards sell the Whole or any Part of the Land so purchased, it shall not be lawful for any Party, being under legal Disability, to sell

sell to the Company any other Lands in lieu of the Land so sold or disposed of by the Company.

Expence of Act.

XXI. And be it enacted, That the Costs, Charges, and Expences of applying for and obtaining and passing this Act shall be paid out of the Monies now in the Hands of the said Company, or out of the first Monies to be received by them, in preference to all other Payments whatsoever.

Public Act.

XXII. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

The

The SCHEDULES to which this Act refers.

SCHEDULE (A.).

FORM OF MORTGAGE DEED.

Brighton and Hove General Gas Company.

Mortgage No.

BY virtue of an Act pased in the Second Year of the Reign of Her present Majesty, intituled "An Act for better lighting with Gas the "Town of Brighton, and the several Places therein mentioned, in "the County of Sussex," and of another Act passed, *&c.*, intituled, *&c.*, we, the Brighton and Hove General Gas Company, in consideration of the Sum of Pounds advanced (*and if such be the Fact, add,* "by way of primary Loan") to us by *A. B.* of do grant and assign unto the said *A. B.*, his Heirs, Executors, Administrators, and Assigns, the Lands, Tenements, Hereditaments, Works, Stock, Pipes, and Premises of the said Company, and the Rates, Rents, and Profits thereof, and all Sums of Money arising by virtue of the said Undertaking [and (*in case such Loan shall be in anticipation of the Capital authorized to be raised*) all future Calls on Shareholders, *as the Case may be*], and all the Estate, Right, Title, and Interest of the Company in the same, to hold unto the said *A. B.*, his Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality thereof, until the said Sum of Pounds, together with Interest for the same at the Rate of Pounds for every One hundred Pounds by the Year, be satisfied, the Principal Sum to be repaid at the End of Years from the Date hereof (*in case any Period be agreed upon for that Purpose*).

Given under our Common Seal, this Day of in the Year of our Lord One thousand eight hundred and .

SCHEDULE (B.).

FORM OF TRANSFER OF MORTGAGE.

I *A. B.*, being entitled to the Sum of Pounds advanced [*if such be the Fact*, by way of primary Loan] under or by virtue of a Mortgage bearing Date the Day of under the Common Seal of "The Brighton and Hove General Gas Company," in pursuance of an Act passed in the Second Year of the Reign of Her present Majesty, intituled "An Act for the "better lighting with Gas the Town of Brighton, and the several "Places therein mentioned, in the County of Sussex," and of another Act passed, *&c.*, intituled, *&c.*, and in consideration of the Sum of Pounds, paid by to me at or before the Execution of this Deed, do hereby assign and transfer all my Right and Interest in and to the said Sum of Pounds secured by the said Mortgage, and do hereby grant and assign the Lands, Tenements, Hereditaments, Works, Pipes, Stock, and Premises, and the Rates, Rents, and Profits thereof, mentioned and contained in the said Mortgage, and all my Estate, Right, and Interest therein, unto the said to hold the same unto the said his Heirs, Executors, Administrators, and Assigns, according to the Nature thereof respectively. In witness whereof I have hereunto set my Hand and Seal, this Day of One thousand eight hundred and .

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