ANNO DECIMO TERTIO & DECIMO QUARTO

VICTORIÆ REGINÆ.

****

Cap. lxxxii.

An Act for confirming an Agreement for the Sale of the Freehold and Leasehold Hereditaments and Premises, Works, Property, Gear, and Fixtures, of the *Poplar* Gaslight Company, to the *Commercial* Gas Company, and for the Dissolution of the *Poplar* Gaslight Company.

[29th *July* 1850.]

WHEREAS an Act was passed in the Session of Parliament holden in the First and Second Years of the Reign of His late Majesty King *George* the Fourth, intituled *An Act* 1 & 2 G. 4.
for supplying the Parish of All Saints Poplar *in the County of* c. 74.
Middlesex, *with Gas*, by which Act the *Poplar* Gaslight Company was incorporated, and by virtue whereof the same Company constructed certain Works, and acquired Lands and other Hereditaments and Personal Property connected therewith, for the Purposes of carrying into execution the Objects in the said Act mentioned: And whereas an Act was passed in the Session of Parliament holden in the Tenth and Eleventh Years of the Reign of Her present

10 & 11 Vict. c. 53.

Majesty, intituled *An Act for incorporating the* Commercial *Gaslight and Coke Company*, by which Act the *Commercial* Gas Company was incorporated, and by virtue whereof the same Company constructed certain Works, and acquired Lands and other Hereditaments and Personal Property connected therewith, for the Purposes of carrying into execution the Objects in the said Act mentioned: And whereas several Parishes in the Eastern Parts of the Metropolis, including the said Parish of *All Saints Poplar*, are comprised within the Limits defined by the said Act for incorporating the *Commercial* Gas Company: And whereas by an Indenture bearing Date the Twenty-fourth Day of *December* One thousand eight hundred and forty-nine, and made between the said *Poplar* Gaslight Company of the First Part, Sir *Robert John Harvey* Knight, *Henry Walmisley* Esquire, *James Durnford Capel* Esquire, *William Horne* Builder, and *William Henry Eyre* Accountant, the Committee of Management of the said *Poplar* Gaslight Company, of the Second Part, the said *Commercial* Gas Company of the Third Part, and the said Sir *Robert John Harvey* Knight, the Chairman of the said *Poplar* Gaslight Company, and *Charles Salisbury Butler* Esquire, the Chairman of the said *Commercial* Gas Company, of the Fourth Part, the said *Poplar* Gaslight Company agreed to sell to the said *Commercial* Gas Company, and the said *Commercial* Gas Company agreed to purchase of the said *Poplar* Gaslight Company, all the Freehold and Leasehold Hereditaments and Premises granted, conveyed, and demised to the said *Poplar* Gaslight Company, by the therein-recited Indentures and Deeds, as therein mentioned, together with all the Works, Property, Gear, and Fixtures then being upon and affixed to the said Premises, at or for the Price or Sum of Twelve thousand Pounds, upon the Conditions and Stipulations therein expressed; and it was thereby agreed that the said *Poplar* Gaslight Company, and particularly the said Parties thereto of the Second Part, as the Members of the Committee of Management thereof, and the Solicitors of the *Poplar* Gaslight Company, should, if required by the said *Commercial* Gas Company, take every practicable Step for obtaining an Act of Parliament for a Dissolution of the said *Poplar* Gaslight Company, or an Amalgamation thereof with the *Commercial* Gas Company, and that the Costs and Expenses of and attending the Application to Parliament to be made for the Purpose of obtaining the said Act and incidental thereto should be borne as follows; namely, Three hundred and twenty-five Pounds, Part thereof, should be paid by the said *Poplar* Gaslight Company out of the Purchase Money, and the Residue of such Costs and Expenses should be paid by the *Commercial* Gas Company; but if the Costs of applying for and obtaining or endeavouring to obtain the said Act or incidental thereto should not amount to the Sum of Three hundred and twenty-five Pounds, the said *Poplar* Gaslight Company should not be required

to

to pay any greater Sum than such Costs and Expenses should amount: And whereas it is expedient that the said recited Agreement should be confirmed and carried into effect, and that the said *Poplar* Gaslight Company should be dissolved; but the same cannot be effected without the Aid and 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, That the herein-before in part recited Indenture of the Twenty-fourth Day of *December* One thousand eight hundred and forty-nine, and all and singular the Covenants, Agreements, Provisions, and Stipulations therein contained, shall be valid and effectual, and binding upon all the Shareholders both of the said *Poplar* Gaslight Company and of the said *Commercial* Gas Company, and the same shall be and is and are hereby confirmed.

The Agreement confirmed.

II. And be it enacted, That it shall be lawful for the said *Poplar* Gaslight Company to sell, convey, assign, and transfer to the said *Commercial* Gas Company all the Freehold and Leasehold Hereditaments and Premises, Works, Property, Gear, and Fixtures of the said *Poplar* Gaslight Company, in such Manner and upon such Terms as have been agreed upon between the said Companies as aforesaid.

Power for Poplar Gaslight Company to sell Estate, &c. to Commercial Gas Company.

III. And be it enacted, That the said *Commercial* Gas Company shall pay the Purchase Money payable as the Consideration for such Sale to such Persons, at such Times, and in such Manner as hath been agreed upon between the said Companies.

Mode of Payment of Purchase Money.

IV. And be it enacted, That on the Completion of the said Sale the said *Poplar* Gas Company shall by Deed under their Common Seal, and duly stamped for denoting the Payment of the proper Stamp Duty by Law payable in respect of such Purchase, and the Conveyance and Assignment thereunder, convey and assign to the said *Commercial* Gas Company the said Freehold and Leasehold Hereditaments and Premises, Works, Property, Gear, and Fixtures, contracted to be sold and purchased as aforesaid, subject to the Terms upon which the same have been so sold, and from and after the Completion of such Purchase the said Freehold and Leasehold Hereditaments and Premises, Works, Property, Gear, and Fixtures, shall be vested in and thenceforth form Part of the Undertaking of the said *Commercial* Gas Company; and it shall be lawful for the said Company to pay such Purchase Money, and the Costs and Expenses incidental to such Purchase, out of the Funds and Property of the said *Commercial* Gas Company.

As to the Conveyance and Assignment of the Estate and Effects of the Poplar Gaslight Company to the Commercial Gas Company

V. And

Notice of Execution of Conveyance and Assignment to be given.

V. And be it enacted, That Notice of the Execution of the said Conveyance and Assignment shall, within Twenty-one Days after the Date thereof, be inserted in the *London Gazette* and some *London* daily Newspaper, and within the same Period a Copy of such Conveyance and Assignment, under the Common Seal of the said *Poplar* Gaslight Company, shall be deposited at the Office of the Clerk of the Peace for the County of *Middlesex*, and such Clerk of the Peace shall receive and retain the same, and shall permit the Inspection thereof, and the making Copies thereof or Extracts therefrom, in the like Manner, and subject to the like Terms and Penalties, as in an Act passed in the First Year of the Reign of Her present Majesty Queen *Victoria*, intituled *An Act to compel Clerks of the Peace for Counties and other Persons to take the Custody of such Documents as shall be directed to be deposited with them under the Standing Orders of either House of Parliament*, are expressed in relation to the Documents respectively referred to in the same Act.

7 W. 4. & 1 Vict. c. 83.

Conveyances, &c. made in favour of the Poplar Gaslight Company to insure for the Benefit of the Commercial Gas Company.

VI. And be it enacted, That all Contracts, Conveyances, Licences to lay down Pipes or otherwise, and all Mortgages (if any), made or entered into before the Execution of the said Conveyance and Assignment, to, with, or in favour of or by or on behalf of the said *Poplar* Gaslight Company, shall, from and after the Execution thereof, notwithstanding the Dissolution of the said *Poplar* Gaslight Company, be and remain as valid and effectual in favour of or against and with reference to the said *Commercial* Gas Company as if the same Company had been originally authorized to make, enter into, or accept the same respectively, and had accordingly been a Party to and executed the same, or had been respectively named or referred to therein, instead of the said *Poplar* Gaslight Company, but without Prejudice to any Agreement or Arrangement between the said Companies in relation to the Indemnity of the said *Commercial* Gas Company against the Debts and Liabilities of the said *Poplar* Gaslight Company.

Actions, &c. not to abate.

VII. And be it enacted, That no Action, Suit, or Proceeding whatsoever, commenced either by or against the said *Poplar* Gaslight Company previously to the Time when the said Freehold and Leasehold Hereditaments and Premises, Works, Property, Gear, and Fixtures of the said Company, shall become vested in the said *Commercial* Gas Company, shall abate or be discontinued, or prejudicially affected by virtue or in consequence of the Provisions of this Act, but, on the contrary, the same shall continue and take effect, as well in favour of as against the said *Commercial* Gas Company, in the same Manner in all respects as the same would have continued and taken effect in favour of or against the said *Poplar* Gaslight Company if this Act had not been passed; and that all Penalties by reason of any Offence against the Provisions of the said Act relating to the said *Poplar*

Poplar Gaslight Company, previously to the Conveyance and Assignment of the said Freehold and Leasehold Hereditaments and Premises, Works, Property, Gear, and Fixtures, to the said *Commercial* Gas Company, may be sued for, and all Offences which may have been committed before such Conveyance and Assignment against the Provisions of the said last-mentioned Act may be prosecuted, in such or the like Manner, to all Intents and Purposes, as the same might have been sued for and prosecuted respectively if this Act had not been passed.

All Monies due to the Poplar Gaslight Company at the Time of Conveyance to belong to them.

VIII. Provided always, and be it enacted, That all Monies which at the Time of the Execution of the said Conveyance and Assignment shall be in the Hands of the Bankers or other Agents of the said *Poplar* Gaslight Company, on behalf of the same Company, or shall otherwise be in their Possession, and all Debts, Rates, and Duties which shall be due to the same Company, shall, subject to any subsisting or future Agreement in relation thereto between the said Companies, belong and be reserved to the said *Poplar* Gaslight Company.

Committee of Management of the Poplar Gaslight Company to continue.

IX. And be it enacted, That the Persons who shall be the Committee of Management of the said *Poplar* Gaslight Company, and their respective Successors, if any, to be appointed as herein-after mentioned, shall, after the Execution of the said Conveyance and Assignment, be and continue the Committee of Management of the said *Poplar* Gaslight Company for the Purposes of this Act and of carrying the same into effect, and shall for such Purposes have and be entitled to use and exercise the same or the like Powers of meeting and from Time to Time adjourning, and all such other Powers and Authorities necessary or expedient for the Purposes of this Act, as the Committee of Management for the Time being of the said *Poplar* Gaslight Company would have been entitled to use or exercise under or by virtue of the said Act relating to the said *Poplar* Gaslight Company in case this Act had not been passed, and the said Conveyance and Assignment had not been executed; but no particular Qualification shall after the Execution of the said Conveyance and Assignment be necessary to enable any Person to act or be elected as a Member of such Committee of Management.

Indemnity to the Committee.

X. And be it enacted, That the respective Members for the Time being of the said Committee of Management, any or either of them, shall not be charged with any other Monies than they respectively shall actually receive by virtue of this Act, and that no one or more of them shall be answerable or accountable for the other or others of them, or his or their Acts or Defaults, and that they respectively shall not be answerable for any accidental or involuntary Loss, or for

any Loss, Damage, or increased Expense consequent upon any Exercise of the discretionary Powers hereby given to the said Committee.

Powers of Poplar Gaslight Company to continue until the Debts due to them are received.

XI. And be it enacted, That after the Execution of the Conveyance and Assignment of the said Freehold and Leasehold Hereditaments, Works, Property, and Premises, and until all the Debts and Monies due to or recoverable by the said *Poplar* Gaslight Company shall have been received and recovered by the Committee of Management for the Time being thereof, or shall have been released, extinguished, or finally abandoned by the same Committee (as they are hereby empowered in their Discretion to do), the said *Poplar* Gaslight Company shall continue, with the like Powers to use a Common Seal, and to sue and be sued, as they now have, and the said Committee of Management for the Time being shall, after the Execution of the said Conveyance and Assignment to the said *Commercial* Gas Company, have full Power to use such Common Seal, and to do and perform all other Acts and Things necessary or expedient to be done and performed for recovering and compelling Payment of the said several Monies respectively, and for otherwise carrying into effect the Purposes of this Act, so far as the same shall remain to be performed by the said *Poplar* Gaslight Company.

After Conveyance, &c., the Poplar Gaslight Company to be dissolved.

XII. And be it enacted, That after the Conveyance and Assignment of the said Freehold and Leasehold Hereditaments, Works, Property, and Premises, and after all the Monies due and to become due to the said *Poplar* Gaslight Company shall have been recovered and received by the said Committee of Management for the Time being, or shall have been released, extinguished, or finally abandoned as aforesaid, and the several Acts, Deeds, Matters, and Things by this Act required to be done and performed by or under the Superintendence of the said Committee of Management for the Time being shall have been respectively done and performed, the said *Poplar* Gaslight Company shall be dissolved.

Expenses of Act.

XIII. And be it enacted, That the Costs, Charges, and Expenses of applying for and obtaining this Act shall be borne and paid in the Manner agreed on by the herein-before recited Indenture of the Twenty-fourth Day of *December* One thousand eight hundred and forty-nine.

Short Title.

XIV. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments, and in all Proceedings whatsoever, it shall be sufficient to describe it as "The *Commercial* Gas Company *Poplar* Gaslight Purchase Act, 1850."

XV. And

Commercial Gas Company Poplar Gaslight Purchase Act, 1850.

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

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1850.