CHAP. cxxi.

An Act to enable the Gaslight and Coke Company to purchase the Undertaking of the Victoria Docks Gas Company; and for other purposes. [14th July 1870.]

A.D. 1870.

WHEREAS the Gaslight and Coke Company, as now constituted under "The Gaslight and Coke Company's Act, 1868," and "The City of London Gas Act, 1868," (in this Act referred to as "the Company,") and the Victoria Docks Gas Company (in this Act referred to as "the Victoria Company") have entered into an agreement for the purchase of the undertaking of the Victoria Company by the Company, subject to the sanction of Parliament: 31 & 32 Vict. c. cvi.

And whereas it is expedient that the said agreement be confirmed and made binding upon the Company and the Victoria Company:

And whereas by "The Gaslight and Coke Company's Act, 1868," (in this Act referred to as "the Act of 1868,") the Company is empowered by agreement with any of the metropolitan gas companies to supply gas in bulk to such companies for distribution by them in their several districts of supply, and it is expedient that a like power of supplying gas in bulk should be given to the Company with respect to gas companies beyond the limits of the metropolis, and that the Company, and each or any of such other companies should be empowered to enter into agreements with reference thereto, and with reference to the laying down of mains or pipes to connect the mains of the Company with the mains and pipes already laid down or hereafter to be laid down within the districts of such other companies:

And whereas it is expedient that the Company should be empowered, in manner by this Act provided, to lease or exchange the surplus or other lands belonging to them, and to apply the proceeds of any such lease to the general purposes of the Company:

And whereas it is also expedient to improve, in accordance with the terms of this Act, the provisions for protecting the Company

A.D. 1870.

against loss of gas rents, and also to enable the Company, for the period and in the manner by this Act provided, to provide for the payment of interest or dividends on shares and stock, and on mortgages issued for the construction of new works under "The Gaslight and Coke Company's Act, 1868:"

And whereas the said objects cannot be effected without the aid 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; (that is to say,)

Short title.

1. This Act may be cited for all purposes as "The Gaslight and Coke Company's Act, 1870."

Confirmation of agreement.

2. The agreement between the Company and the Victoria Company, a copy of which is set forth in the schedule to this Act, is hereby confirmed and made binding upon the said Companies, who are hereby empowered to carry the same into effect, and to do all things necessary to the fulfilment of the same.

Winding-up of Victoria Company.

3. So soon as conveniently may be after the acquirement of the undertaking of the Victoria Company by the Company the Victoria Company shall proceed to wind up their affairs, and in order thereto shall as soon as possible ascertain, satisfy, and discharge all the debts, charges, contracts, and claims for which they shall be chargeable or liable, excepting such as by the terms of the said agreement are to be undertaken and discharged by the Company, and shall distribute and pay all their net moneys remaining after such satisfaction and discharge, and after the deduction of such sum (if any) as the shareholders at a general meeting shall think fit to appropriate for the compensation of any of their officers or servants, to and amongst the several persons who at the time of the said acquirement shall be the registered shareholders of the Victoria Company, or their respective executors, administrators, successors, or assigns, in proportion to their respective shares of the capital of the Company; provided that in case the Victoria Company shall be unable for twelve months after the period of distribution to ascertain the person or persons to whom any part of the said net moneys ought to be paid, or who can give an effectual discharge for the same, they may pay such part of the said net moneys into the Court of Chancery under any Act for the time being in force for the relief of trustees, and every such payment shall conclusively discharge the Victoria Company from any further liability in respect

of the moneys so paid; and any person or persons who shall prove to the satisfaction of the Court that he or they is or are entitled to receive the said moneys, or any part thereof, may obtain payment out of court of the same, or such part thereof, accordingly.

Dissolution of Victoria Company.

4. So soon as the affairs of the Victoria Company shall have been wound up, and all their debts and liabilities fully paid and satisfied, and their net assets distributed as by this Act provided, a final statement of accounts and balance sheet shall be submitted to the shareholders at a general meeting to be convened and held for that purpose, and when such statement and balance sheet shall have been accepted and approved by the shareholders the Victoria Company shall be declared to be and shall be dissolved.

Acts relating to Victoria Company to apply to Company.

5. From and after the acquirement of the undertaking of the Victoria Company by the Company, all rights and powers conferred on and vested in the Victoria Company in relation to their undertaking by the special Acts relating to or affecting such undertaking in force at the time of such acquirement, or any enactments incorporated therewith, may be enjoyed and exercised by the Company in relation to such undertaking; and the said special Acts and incorporated enactments shall from and after such acquirement be read and have effect as if the name of the Company had been used therein in relation to that undertaking instead of the name of the Victoria Company, except in so far as the said Acts and incorporated enactments relate to the constitution and management of the Victoria Company; and all gas and other rents and charges which shall be due or accruing at the time of such acquirement shall be payable to and recoverable by the Company in the same manner as they would but for such acquirement have been payable to or recoverable by the Victoria Company.

Deeds, contracts, &c. continued in force.

6. Subject to the provisions of this Act, all deeds, conveyances, assignments, leases, purchases, sales, mortgages, bonds, covenants, agreements, contracts, and securities which before the passing of this Act have been duly and legally executed, made, or entered into by, with, or in relation to the Victoria Company, and which are in force at the passing of this Act, shall, as from the passing of this Act, be as valid and of as full force in favour of, against, or in relation to the Company as if the same had been executed, made, or entered into by, with, or to or in relation to the Company.

Power to Company and gas companies

7. The Company may, with respect to any gas company beyond the limits of the metropolis as defined by the Act of 1868, from time to time enter into and carry into effect contracts and

A.D. 1870.

beyond metropolitan limits to make agreements.

agreements with respect to the following purposes, or any of them; that is to say,—

The supply by the Company of gas in bulk from their works at Beckton, near Barking, to any other gas company party to any such contract or agreement, for distribution by such last-mentioned Company within their district:

The laying down and maintaining outside the limits of the metropolis of mains or pipes to connect the mains of the Company with the mains and pipes of any such other gas company already laid down or hereafter to be laid down outside the limits of the metropolis within the district of such last-mentioned Company:

The payments to be made for and the terms and conditions upon which such supply shall be afforded and such mains and pipes shall be laid down and maintained:

And for the purposes of carrying into effect any such contract or agreement the Company may beyond the metropolis exercise all or any of the powers which it might exercise for the purpose of carrying the same into effect if the contract or agreement were entered into by it with any or either of the metropolitan gas companies in pursuance of the said Act of 1868.

Company not to charge for gas supplied to local authorities more than the lowest charge made to private consumers.

8. The Gas Company shall not, otherwise than by special contract in writing, charge a higher price by the one thousand cubic feet of gas supplied to any local authority than the lowest rate by the one thousand cubic feet from time to time charged by them to any private consumers in the district heretofore supplied by the Victoria Docks Gas Company.

Settlement of disputes by arbitration.

9. If any difference arise between the local authority and the Gas Company with respect to any alteration in the test, or to the rate to be charged for gas supplied, or for lighting any public lamp, the difference shall be referred to and be determined by arbitration in the manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration.

Power to lease or exchange lands not wanted for purposes of Company.

10. In addition to the power given to the Company by the fifty-eighth section of the said Act of 1868 of selling and disposing of lands not required by the Company for the purposes of their undertaking, the Company may from time to time let the said lands or any of them at rackrent or other consideration for such term of years as the Company may think fit, or may exchange such lands or any of them for others of the like value. The Company may apply the net proceeds of any such letting or exchange towards the general purposes of the Company.

Company may discontinue manufacture of cannel gas.

11. On giving three months notice of their intention so to do, the Company may discontinue the manufacture of cannel gas, and may change the supply to common gas: Provided that the cost of any alteration of service pipes consequent on such change shall be borne and paid by the Company.

Contract to be signed before gas consumed.

12. Every occupier of premises shall, if required by the Company, sign a contract with the Company in the form, as nearly as may be, in the second schedule to this Act annexed, and if any occupier shall refuse to sign such contract, if so required, the Company shall be at liberty to discontinue the supply of gas forthwith, and to remove the meter.

Incoming tenant to give security if required.

13. The fifteenth and sixteenth sections of "The Metropolis Gas Act, 1860," which require security to be given, shall apply to the supply of gas or of meters to any person who succeeds as a tenant in the occupation of a house or premises to which the Company may supply gas, where, at the time of such persons entering into possession, gas was consumed, and who desires to continue to use the gas of the Company, as though the Company had not theretofore supplied the said house or premises, and the Company in default of such person's compliance may discontinue the supply of gas to such person and remove the meter.

Gas rents payable by occupiers who are servants may be recovered from their employers.

14. Where, in any proceeding for the recovery of any gas rent due to the Company from the occupier of any premises, it is proved to the satisfaction of the justices or court having cognizance of the case that such occupier occupied the said premises as the agent or servant of some other person, such last-mentioned person shall be liable to pay such gas rent to the Company in the same manner and to the same extent as such occupier.

Tenant not to pay arrears of outgoing tenant unless by express agreement.

15. In case any consumer leave the premises where gas was supplied to him without paying to the Gas Company the rate or meter rent due from him, the Gas Company shall not require from the next tenant of the premises payment of the arrears so left unpaid, unless the incoming tenant agreed with the defaulting consumer to pay the arrears, but the Gas Company shall, notwithstanding any such arrears, in the absence of collusion between the outgoing and incoming tenant, supply gas to the incoming tenant as required by this Act, on being required by him so to do.

Interest during construction of works.

16. The Company may, out of any moneys appropriated to the construction of the works of the Company at Beckton near Barking, pay interest on any shares, stock, or mortgages issued for the purposes of the construction of such works under the said Act of 1868,

A.D. 1870.

at such rate as may be fixed by the Company, not exceeding five per centum per annum, for a period not exceeding one year from the passing of this Act.

Loss from frauds of Company's servants to be deducted from dividends.

17. In case of any loss arising from frauds of the Company's servants which the auditor shall certify has arisen from want of due diligence on the part of the directors, such loss shall be deducted from the dividends which may be declared from time to time as aforesaid, and shall in no way interfere with or prevent the reduction in the price of gas to the consumers accruing from surplus profits.

31 & 32 Vict. c. cvi. s. 103. incorporated.

18. Section 103 of "The Gaslight and Coke Company's Act, 1868," is incorporated with this Act as if the same were herein fully set forth.

Expenses of Act.

19. All costs, charges, and expenses of and incident to the preparing and passing of this Act shall be paid by the Company.

SCHEDULES to which the foregoing Act refers. A.D. 1870.

FIRST SCHEDULE.

Articles of Agreement made the 25th day of March in the year of our Lord 1870, between the Gaslight and Coke Company of the one part, and the Victoria Docks Gas Company, herein-after called the Victoria Company, of the other part.

Whereas the Victoria Company was incorporated by "The Victoria Docks Gas Act, 1857," and its powers were extended by "The Victoria Docks Gas Extension Act, 1861:" And whereas the Victoria Company has agreed to sell, and the Gaslight and Coke Company has agreed to purchase, the undertaking of the Victoria Company, upon the terms herein-after expressed: Now these presents witness that it is hereby agreed by and between the Victoria Company and the Gaslight and Coke Company (but subject nevertheless to the sanction of Parliament) as follows:—

1. The Victoria Company shall sell, convey, and assure, and the Gaslight and Coke Company shall purchase, all the gasworks, lands, buildings, erections, mains, pipes, meters, machinery, fixed and movable plant, coal, and other materials, stores, and stock in trade, and in general the whole undertaking of the Victoria Company, with all the rights, interests, privileges, powers, and authorities of the said Company, and all the rents and profits thenceforth accruing, herein-after called the "purchased premises," provided that the Gaslight and Coke Company shall be satisfied with the usual covenants for title limited to the acts and defaults of the Victoria Company, and shall not inquire into or require the Victoria Company to prove the title of the person or persons, or corporation, from whom the lands included in the purchased premises were purchased and conveyed to them.

2. The said purchase shall take effect as from and be completed upon the 1st day of January 1871, and in the meantime the Victoria Company shall maintain all the said purchased premises (except such parts thereof as may consist of consumable stores) in good and substantial repair, order, and condition, and shall keep up from time to time such a stock of all necessary and usual consumable stores as shall be sufficient for the efficient carrying on of their undertaking as a going concern, and shall carry on the same accordingly, and upon the 1st day of January 1871 the Victoria Company shall transfer and deliver over to the Gaslight and Coke Company, and put them in peaceable possession of the whole of the purchased premises so maintained as aforesaid, to the intent that the last-mentioned Company may upon that day be enabled to enter upon the said premises, and efficiently carry on the said undertaking of the Victoria Company as a going concern.

A.D. 1870.

3. All charges, outgoings, and expenditure which shall be incurred in or about the purchased premises, or the business of the said undertaking, or be chargeable as working expenses up to the said 1st of January 1871, shall be chargeable to and paid by the Victoria Company, and if paid in the first instance by the Gaslight and Coke Company shall be repaid to them by the Victoria Company, and all charges, outgoings, and expenditure which shall be incurred in or about the purchased premises or the business of the said undertaking, or be chargeable as working expenses upon or after the 1st day of January 1871, shall be chargeable to and paid by the Gaslight and Coke Company, and if paid in the first instance by the Victoria Company shall be repaid to them by the Gaslight and Coke Company, and all expenditure and outlay incurred by the Victoria Company from the 1st day of December 1869, with the consent in writing of the chairman of the Gaslight and Coke Company, or some person thereto appointed by him in writing, on account of capital or extension of works, or not properly chargeable to revenue, shall be repaid to the Victoria Company by the Gaslight and Coke Company.

4. The purchased premises shall be taken by the Gaslight and Coke Company subject to all contracts and agreements which are now subsisting, and to all contracts and agreements which shall at any time hereafter before the 1st day of January 1871 be entered into by or on behalf of the Victoria Company, with the consent of the chairman for the time being of the Gaslight and Coke Company, or of some person appointed by him for that purpose in writing signed by him, so far as, according to the true intent and meaning of such respective contracts and agreements, the same ought not to have been fully performed on or before the 1st day of January 1871, whether such contracts and agreements shall be for the purchase of coal or other material, machinery, or apparatus to be used in or about the manufacture of gas, or upon the said works, or for the sale of gas, coke, ammoniacal liquors, or other products of gas, or for any other purpose connected with or incidental to the business or undertaking of the Victoria Company, and as from the 1st day of January 1871 all such contracts and agreements shall be binding upon, and shall be accepted, performed, and fulfilled by the Gaslight and Coke Company as if they had been parties thereto in the place and stead of the Victoria Company.

5. From and after the 1st of January 1871 inclusive, the Gaslight and Coke Company shall be subject to and shall observe and perform all the liabilities, duties, and obligations to which the Victoria Company shall be subject or liable, or to which, but for the said sale and transfer, they would at any future time be or become subject or liable, except the payment of the debts of the Victoria Company, and except such liabilities, duties, and obligations as ought to have been discharged, observed, and performed by the Victoria Company before the 1st day of January 1871, and the Gaslight and Coke Company shall relieve and indemnify the Victoria Company, their directors, officers, and servants, from and against all such liabilities, duties, and obligations, except as aforesaid, and from all costs, damages, claims, and expenses incidental to the same, or arising or becoming payable in respect of any neglect or non-fulfilment of the same, on or after the said 1st day of January 1871.

6. The price or consideration to be paid for the said sale and transfer of the purchased premises shall be the sum of £70,000, which shall be paid by the

Gaslight and Coke Company to the Victoria Company, or in such manner as they shall direct, upon or before the 1st day of January 1871, and such payment shall be made whether the delivery and transfer and acceptance of the purchased premises shall or shall not be completed on that day; and if from any cause the said sum or any part thereof shall not be paid on or before the said 1st day of January, then the Gaslight and Coke Company shall, in addition to the said sum, pay to the Victoria Company interest on the same, or so much as may remain unpaid, at the rate of £5 per cent. per annum for the time that shall elapse from the said 1st of January until the payment thereof.

7. All outstanding credits due or accruing to the Victoria Company upon the said 1st of January, and all rates, rents, charges, or sums which shall then be or thereafter become due or payable in respect of any gas or materials supplied, or work or services performed, or matters arising before the said 1st of January, shall belong to the Victoria Company, and shall be (except so far as the same may be paid direct to the Victoria Company) received, got in, and collected by the Gaslight and Coke Company, who shall use their best endeavours to collect and realise the same without delay, and shall pay the same when and as collected to the Victoria Company, and the Gaslight and Coke Company shall render full and proper accounts to the Victoria Company of all moneys received or paid by them for or on account of the Victoria Company, and shall permit the officers of the Victoria Company appointed for that purpose to have access at all reasonable times to their books, for the purpose of checking the same: Provided that in the case of any such rates, rents, charges, or sums which shall be attributable in part only to the period before the 1st of January 1871, a fair proportionate part of the same shall be paid to the Victoria Company: Provided also, that before paying any sums received or collected as aforesaid to the Victoria Company, the Gaslight and Coke Company shall be entitled to deduct 5 per cent. of the amount received in respect of the cost of collection, and also to deduct all charges, expenses, and outgoings which may be discharged or paid by them in respect of any materials or machinery upon the site of the works on the said 1st of January, or in respect of any materials, machinery, labour, or other matters properly chargeable, or so far as the same shall be properly chargeable, as working expenditure against revenue account before and up to the said 1st of January, and for which the Victoria Company shall not have provided, for all which charges, expenses, and outgoings it is intended that the Victoria Company shall be and remain liable.

8. Both the Companies parties hereto shall use their best endeavours to obtain the sanction of Parliament to this agreement, and to procure the insertion of all necessary and proper clauses in the Gaslight and Coke Company's Bill now deposited and pending in Parliament.

9. Each of the Companies parties hereto shall bear their costs of and incidental to this agreement, and the necessary application to Parliament.

10. The Gaslight and Coke Company and the Victoria Company respectively shall perform all acts and execute all deeds and instruments necessary to carry out the said sale and purchase and to effectually perform this agreement according to the intention thereof, such deed and instruments to be settled in case of difference by Mr. John Robert Davison, Q.C., M.P., or him failing by an arbitrator to be appointed by the Board of Trade at the request of either

A.D. 1870.

party, and the said John Robert Davison or such arbitrator shall have power to determine all other matters in difference between the parties with respect to the construction or intention of this agreement or with respect to any questions arising thereon, and any such arbitration or reference shall be in accordance with and subject to the provisions of the Railway Companies Arbitration Act, 1859, so far as applicable to the case of a single arbitrator.

As witness the respective common seals of the said Gaslight and Coke Company and the said Victoria Company the day and year first above written.

Seal of the Gaslight and Coke Company.

Seal of the Victoria Docks Gas Company.

SECOND SCHEDULE.

THE GASLIGHT AND COKE COMPANY.

I of do hereby contract with the Gaslight and Coke Company for a supply of gas by meter, on the following terms and conditions; viz., at per thousand cubic feet, and per quarter for the use of the Company's light meter, and if the meter shall from any cause cease or omit to register accurately the quantity of gas used, I hereby agree to pay, in respect of the gas consumed, a reasonable proportion at the above rate, for and during the period of such non-registration. And I agree to pay the rent [quarter]ly, and hold myself liable for all gas consumed on the above premises, whether by myself or others, until notice in writing be given by me to the Company.

I also agree that the meter shall be accessible at all reasonable times to the inspection of the Company's inspector or servants.

Signed

Consumer.

Witness

Inspector.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE, Printers to the Queen's most Excellent Majesty. 1870.