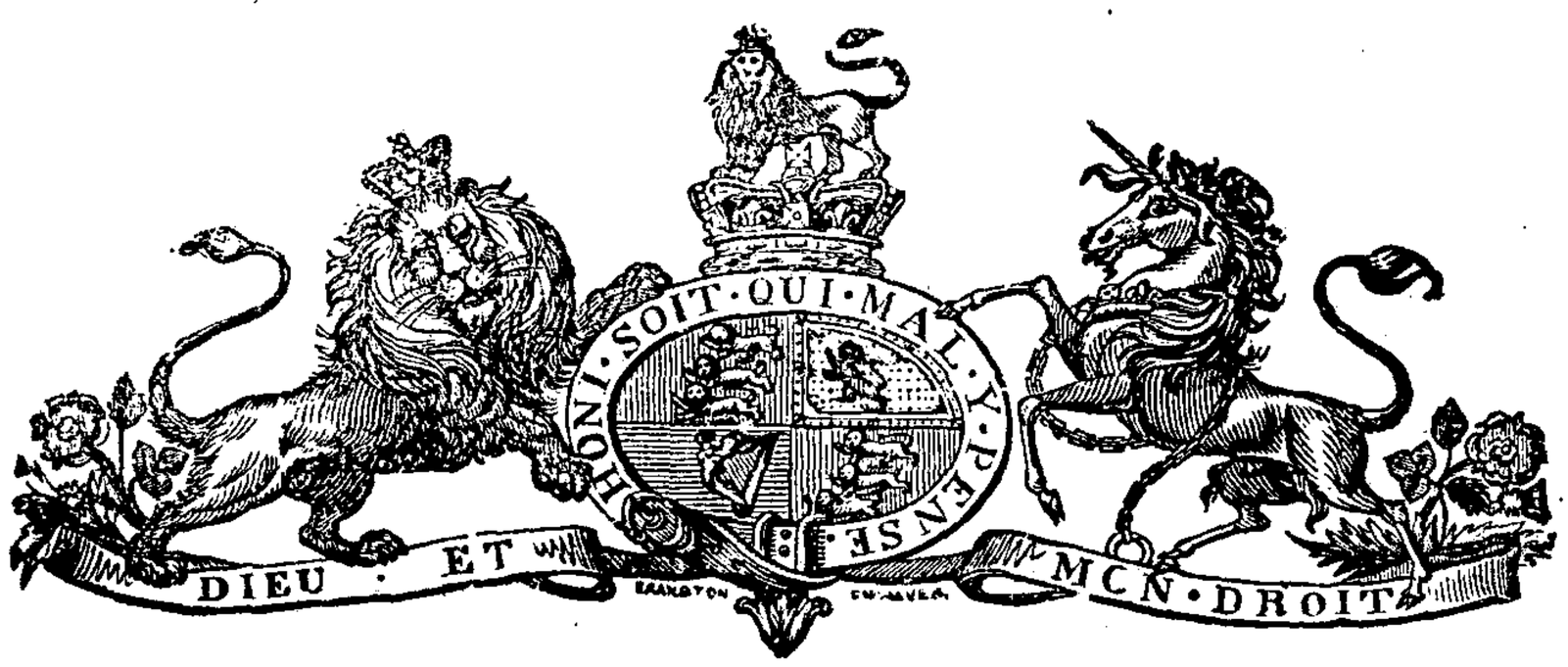


ANNO DECIMO QUINTO

VICTORIÆ REGINÆ.

Cap. lxxxii.

An Act for granting further Powers to the *London* Gaslight Company; and for other Purposes.

[17th *June* 1852.]

WHEREAS certain Persons some Years ago formed themselves into an Association or Company, under the Title of "The *London* Gaslight Company," for the Purpose of supplying the Metropolis and its Vicinity with Gas, and borrowed divers Sums of Money, and at the Time of the passing of the Act next herein-after recited the Amount so raised by that Association or Company and remaining unrepaid was Two hundred and seven thousand and nine hundred Pounds or thereabouts: And whereas by the Local and Personal Act of the Seventh and Eighth *Victoria*, Chapter Thirty-seven, that Association or Company were incorporated by the Name of "The *London* Gaslight Company," with a Share Capital of Four hundred thousand Pounds, divided into Eight thousand Shares of Fifty Pounds each, and with Power to borrow on Mortgage or Bond, under the Authority of an Order of a General Council of the Company, not exceeding One hundred and fifty thousand Pounds: And whereas the Company from Time to Time paid off Parts of their original Debt of Two hundred and seven thousand and nine hundred Pounds or thereabouts, and in order thereto

7 & 8 Vict. c. 95.

thereto borrowed on Bond, but did not otherwise exercise their Power of borrowing: And whereas by "The *London* Gaslight Amendment Act, 1849," the Company were empowered to raise the whole or any Part of the Sum of One hundred and fifty thousand Pounds borrowed and then due by the Company by creating new Shares, and it was enacted that the Money from Time to Time raised and received in respect of such new Shares should be paid solely in discharge of the Debts for the Time being of the Company, and that on such Payment the Powers of the Company for borrowing or reborrowing Money should, to the Extent of such Repayment, absolutely cease: And whereas in pursuance of that Act Shares in the Company to the Amount of One hundred and fifty thousand Pounds, consisting of Six thousand Shares of Twenty-five Pounds each, have been created, and on the Twentieth Day of *November* One thousand eight hundred and fifty-one the Sum of Eighty-eight thousand six hundred and forty-two Pounds and Ten Shillings had been received in respect of those Shares, the whole of which Amount has been applied solely in discharge of Debts of the Company: And whereas for carrying into effect the Objects contemplated by the first-recited Act it is expedient that the Company be authorized to borrow on Bond the further Sum of Fifty thousand Pounds, or to raise such Sum, and also the Sum of Forty-one thousand six hundred and sixty-seven Pounds Ten Shillings herein-after mentioned, by the Creation of Shares, with a Dividend to be paid *pari passu* with some One Class, or in preference to all other Classes of Shares in the Undertaking: And whereas on the Twentieth Day of *November* One thousand eight hundred and fifty-one the Loan Debt of the Company amounted to One hundred and three thousand and twenty-five Pounds or thereabouts, consisting of Forty-one thousand six hundred and sixty-seven Pounds and Ten Shillings or thereabouts, the then unpaid Balance of the Company's original Debt of Two hundred and seven thousand and nine hundred Pounds or thereabouts, and Sixty-one thousand three hundred and fifty-seven Pounds and Ten Shillings or thereabouts, the then unpaid Balance of their Debt of One hundred and fifty thousand Pounds, for paying off which they were by the secondly-recited Act empowered to create Shares to that Amount: And whereas it is expedient that the Company be empowered to provide for such Debt of Forty-one thousand six hundred and sixty-seven Pounds and Ten Shillings until the same be discharged: And whereas in order to avoid Inconveniences arising from several private Acts relating to the same Undertaking being in force at the same Time it is expedient that the recited Acts be repealed, and that some of the Powers and Provisions thereof be amended and re-enacted or continued by this Act: And whereas such several Purposes cannot be effected 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

12 & 13 Vict. c. 37.

sent 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.

I. That in citing this Act for any Purpose it shall be sufficient to use the Expression "The *London* Gaslight Act, 1852."

And with respect to the Repeal of the recited Acts, be it enacted as follows:

Recited Acts repealed.

II. That the recited Acts shall be repealed.

Company to continue incorporated notwithstanding Repeal of recited Acts.

III. That, notwithstanding the Repeal of the recited Acts, the Company shall for the Purposes of this Act remain as from the passing of the first-recited Act, and continue incorporated by the Name of "The *London* Gaslight Company," and by that Name shall continue and be a Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, hold, and dispose of Lands and other Property for the Purposes and within the Restrictions of this Act.

Company to remain entitled to their Property.

IV. That, notwithstanding such Repeal, the existing Share Capital of the Company shall continue to be the Share Capital of the Company, and the Company shall remain and be seised and possessed of and entitled to all the Estates, Monies, Property, Effects, Claims, and Demands whatsoever of or to which the Company were by virtue of their original Association, or the recited Acts or either of them, or otherwise howsoever immediately before the passing of this Act, seised, possessed, or in any way entitled at Law or in Equity, or otherwise howsoever, with the Appurtenances, as if the recited Acts had not been repealed.

Conveyances, &c. to remain in force.

V. That, notwithstanding such Repeal, all Purchases, Sales, Conveyances, Leases, Mortgages, Bonds, Contracts, Agreements, Securities, Orders, Resolutions, Proceedings, and other Acts and Things before such Repeal done, entered into, executed, or instituted under or by virtue or with reference to the Purposes of their original Association, or the recited Acts or either of them, shall be as good, valid, and effectual to all Intents and Purposes whatsoever for, against, and with reference to the Company as if the recited Acts had not been repealed, and may be enjoyed, proceeded on, and enforced accordingly.

Provisions of other Acts to remain in force.

VI. That, notwithstanding the Repeal of the recited Acts, the several Clauses whatsoever in favour of, relating to, or affecting the Company, or their Directors, Officers, or Servants, of any Act or Acts besides the repealed Acts, and which immediately before the passing of this Act were in force, shall on and from the passing of this Act apply to the Company and their Directors, Officers, and Servants, and

shall

shall continue and be in full force accordingly, and the Company and their Directors, Officers, and Servants may and shall accordingly, and for the Purposes of this Act, be entitled to, and have, exercise, and enjoy, under or by virtue of those Clauses and Provisions respectively, all such Rights, Interests, Powers, Authorities, and Privileges whatsoever as, if this Act had not passed, the Company and their Directors, Officers, and Servants respectively, under or by virtue of the same, might be entitled to, or have, exercise, or enjoy.

Actions not to abate.

VII. That, notwithstanding such Repeal, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the Company shall not abate or be discontinued or be prejudicially affected by such Repeal, but on the contrary the same respectively shall continue and take effect, both in favour of and against the Company, in like Manner in all respects as the same would have continued and taken effect if the recited Acts had not been repealed; and all Offences against the Provisions of the recited Acts, or either of them, committed before the passing of this Act, may be prosecuted, and all Penalties incurred by reason of such Offences may be sued for, in like Manner in all respects as if those Acts had not been repealed.

Debts due to and by the Company to be paid to and by them respectively.

VIII. That, notwithstanding such Repeal, all Persons who immediately before the passing of this Act owe any Sum of Money to the Company, or to any Person on behalf of the Company, shall pay the same, with all Interest (if any) due or to accrue due for the same, to the Company; and all Debts and Monies which immediately before the passing of this Act were due or owing by or recoverable from the Company, or for the Payment of which the Company were, or but for such Repeal would be liable, shall be paid, with all Interest (if any) due or to accrue due thereon, by or be recoverable from the Company.

Shareholders to continue to pay Calls.

IX. That, notwithstanding such Repeal, the several Persons who immediately before the passing of this Act were Shareholders in the Company, their Heirs, Executors, Administrators, and Assigns respectively, shall pay the Amount subscribed by them respectively, or so much thereof as at the Time of the passing of this Act had not been paid, with all Interest (if any) due or to accrue due thereon, unto the Company, when and as the same shall be called up or otherwise demanded by the Company.

Directors and Auditors of Company to remain in Office.

X. That, notwithstanding such Repeal, the several Persons who at the Time of the passing of this Act are the Governor, Deputy Governor, Directors, and Auditors of the Company shall remain in Office until their Retirement from Office according to the Provisions of this Act,

XI. That,

Officers acting under recited Acts to continue until removed.

XI. That, notwithstanding such Repeal, every Officer and Servant appointed by virtue of or acting under the Authority of the recited Acts, or either of them, shall hold and enjoy his Office and Employment, with the Salary thereunto annexed, and be deemed an Officer and Servant of the Company until he be removed from such Office and Employment; and every such Officer and Servant of the Company shall have the like Power and Authority for the Purposes of this Act, and be subject to the like Power of Removal, Rules, Regulations, Pains, and Penalties in all respects whatsoever, as if he had been appointed under this Act.

Books to remain Evidence.

XII. That, notwithstanding the Repeal of the recited Acts, all Books and Writings which if those Acts respectively were not repealed might be admitted in Evidence shall be admissible in Evidence in all Courts of Law and Equity and otherwise as if this Act had not passed.

And with respect to the Rights and Powers of and the Execution of this Act by the Company, be it enacted as follows:

8 & 9 Vict. cc. 16. & 18. and 10 & 11 Vict. c. 15. incorporated with this Act.

XIII. That "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Gasworks Clauses Act, 1847," shall be incorporated with this Act; and the Expression "the Undertaking" in "The Gasworks Clauses Act, 1847," shall mean the Gasworks and the Works connected therewith by this Act authorized to be maintained; and the Expression "the Undertakers" in that Act shall mean the Company: Provided always, that the Incorporation with this Act of "The Lands Clauses Consolidation Act, 1845," shall not enable the Company to take Lands otherwise than by Agreement.

Capital.

XIV. That the Capital of the Company shall be their original Capital of Four hundred thousand Pounds divided into Eight thousand Shares of Fifty Pounds each, and their additional Capital of One hundred and fifty thousand Pounds divided into Six thousand Shares of Twenty-five Pounds each, and such further Capital as is from Time to Time raised by Shares and otherwise under the Powers by this Act continued or granted to the Company.

Application of Money received for Shares.

XV. And to the end that the whole of the Money raised and received in respect of the Shares created under the secondly-recited Act may be duly applied, be it enacted, That the Company shall cause a separate and distinct Account to be kept in their Books of the Money from Time to Time raised and received in respect of such Shares, and of the Application of the same, and such Money shall be

paid solely in discharge of the Debts for the Time being of the Company.

Continuing the Dividend of 6*l.* per Cent. to the Holders of First Preference Shares.

XVI. And whereas it is by the secondly-recited Act enacted, that the Company might raise the whole or any Part of the Sum of One hundred and fifty thousand Pounds borrowed and then due by the Company by creating new Shares, and that the Company, with the Authority of a General Council, might declare that the Holders of such new Shares should be entitled to a fixed Dividend or Interest of such Amount as should be determined at such Council, and to be paid in preference to any Dividend to the Holders of any of the then existing preferential or other Shares in the Company: And whereas a fixed Dividend or Interest to be payable in respect of such Shares was fixed at the Rate of Six Pounds *per Centum per Annum*: Be it therefore enacted, That such Dividend or Interest of Six Pounds *per Centum per Annum* shall continue to be paid on such Shares in preference to any Dividend to the Holders of any other preferential or other now existing Shares in the Company.

Continuing existing preferential Dividend on Shares created in 1840 and 1842.

XVII. And whereas it is in the first-recited Act recited that Three thousand, Part of the therein and herein before mentioned Eight thousand Shares, were then long since paid up in full by the Holders thereof, and that Two thousand, other Part of the Eight thousand Shares, were created in the Year One thousand eight hundred and forty, payable by Instalments not then wholly due, and subject to an Agreement that the Holders thereof should be paid out of the Profits of the Company Dividends at the Rate of Six Pounds *per Centum per Annum* in preference to the Holders of the original Shares, but with an Option to such preferential Shareholders to convert their preferential into ordinary Shares by giving up their Right to a fixed Dividend, and also that Two thousand, other Part of the Eight thousand Shares, were created in the Year One thousand eight hundred and forty-two, payable by Instalments not then wholly due, and subject to an Agreement that the Holders thereof should be paid out of the Profits of the Company, next after the Dividends of the Shares created in One thousand eight hundred and forty, Dividends at the Rate of Six Pounds *per Centum per Annum*, in preference to the Holders of the original Shares, but with an Option to such last-mentioned preferential Shareholders to convert their preferential into ordinary Shares by giving up their Right to a fixed Dividend, and that One thousand of those Shares created in One thousand eight hundred and forty-two had not then been subscribed for; and it was enacted that the Capital or Joint Stock of the Company should be and was thereby vested in the several Persons who then held, had subscribed for, or should thereafter subscribe for, Shares in the Undertaking, their several and respective Executors, Administrators, Successors, and Assigns, proportionably

portionably to the Number of Shares which they might severally possess therein, and every Person who might hold One or more Share or Shares should be entitled to, and receive at such Times as the Company should direct, the entire and net Distribution of an equal proportionable Part (according to the Number of Shares held by him) of the net Profits and Advantages of the Undertaking that should and might arise, accrue to, or be raised, recovered, or received by the Company, subject however to the Terms and Conditions of those preferential Shares respectively: Be it therefore enacted, That the Holders of the several Shares so created in the Year One thousand eight hundred and forty and in the Year One thousand eight hundred and forty-two shall, according to their respective Priority, and to the Terms and Conditions on which those several Shares were respectively created, be paid out of the Profits of the Company Dividends at the Rate of Six Pounds *per Centum per Annum*, in preference to the Holders of the original Shares or of Shares on which a preferential Dividend has not been created, but with an Option to such preferential Shareholders to convert their preferential into ordinary Shares by giving up their Right to a fixed Dividend.

Dividends may be paid on Shares although Calls due on other Shares held by the same Person are not paid.

XVIII. Provided always, That, notwithstanding anything in the Companies Clauses Consolidation Act, 1845, contained, a Dividend shall and may be payable and paid on a Share on which all the Calls due in respect thereof have been paid, although a Call be due and unpaid in respect of any other Share held by the Person entitled to the Share bearing such Dividend.

Shareholders may transfer Shares belonging to them at the passing of Act although Calls may be due on same.

XIX. Provided always, That, notwithstanding anything in the Companies Clauses Consolidation Act, 1845, contained, any Shareholder may transfer any Share belonging to him at the passing of this Act after a Call made in respect of such Share, or of any other Share belonging to him, although any such Call be not paid.

Power to borrow a further Sum of Money.

XX. That the Company may from Time to Time borrow on Bond, not exceeding Fifty thousand Pounds.

Application of Money borrowed.

XXI. That the Money so borrowed shall be applied by the Directors of the Company, in the first place, in paying the Expenses of obtaining and passing this Act or incidental thereto, and then in carrying into effect the Purposes of this Act.

Existing Mortgages and Bonds to have Priority.

XXII. Provided always, That all Mortgages and Bonds granted by the Company before and in force at the passing of this Act shall, until paid off, have Priority over all Bonds granted under this Act.

XXIII. That

Money may be reborrowed to pay off existing Debt.

XXIII. That so long as any Part of the Company's now existing Debt of One hundred and three thousand and twenty-five Pounds or thereabouts remains unextinguished, the Company or the Directors thereof may reborrow on Bond any Money for paying off all or any Part thereof.

A fixed Dividend may be agreed to be paid on Shares with Consent.

XXIV. That if the Company be at any Time desirous of raising the Amount of Fifty thousand Pounds by this Act authorized to be borrowed, and the Amount of Forty-one thousand six hundred and sixty-seven Pounds Ten Shillings, Part of the Company's now existing Debt and by this Act authorized to be reborrowed, or any Part thereof, by creating new Shares in the Company, the Directors of the Company may, with the Authority of Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a General Meeting, create and issue new Shares accordingly, and, with the Consent of the Holders of Three Fifths in Value of each Class of preferential Shares who shall not be paid their Dividend in preference to the Holders of the Shares so to be created, may declare that the Holders of such new Shares shall be entitled to a fixed Dividend or Interest of such Amount or at such Rate as is determined at such Meeting, and to be paid *pari passu* with or in preference to any Dividend to the Holders of any of the then existing preferential or other Shares in the Company, and the Company shall from Time to Time pay such Dividend or Interest accordingly: Provided always, that the Company shall not fix or pay any larger Amount of Dividend or Interest on such new Share than after the Rate of Six Pounds *per Centum per Annum*.

Amount of Calls on new Shares limited.

XXV. That Two Pounds and Ten Shillings shall be the greatest Amount of any Call on any One Share which the Company may make in respect of any new Shares which may be created under this Act, and that Three Months at the least shall intervene between successive Calls, and the aggregate Amount of Calls to be made on any Share in any One Year shall not exceed Half of the Amount of such Share.

Power to Company to purchase Shares and cancel them.

XXVI. That the Company may from Time to Time purchase any Shares of the Company, and the same when so purchased shall be cancelled, to the Intent that all Right and Interest in the same may merge in the Company.

Ordinary Meetings.

XXVII. That the Ordinary Meetings of the Shareholders of the Company shall be held some Time in the Months of *April* and *October* in every Year, and the Ordinary Meeting next after the passing of this Act shall be held in the Month of *October* One thousand eight hundred and fifty-two.

XXVIII. That

Qualification requisite for attending General Meetings.

XXVIII. That only those Shareholders shall be qualified and entitled to be present and to vote at General Meetings of the Company who shall hold Shares paid up to the Amount of Two hundred and fifty Pounds.

Quorum of General Meetings.

XXIX. That in order to constitute a Meeting (whether ordinary or extraordinary) there shall be present, either personally or by Proxy, Fifteen Shareholders holding in the aggregate Shares paid up to the Amount of Twenty-two thousand five hundred Pounds.

Chairman at General Meetings.

XXX. That at every Meeting of the Company the following Person shall preside as Chairman; (that is to say,) the Governor of the Company, or in case of his Absence or Refusal the Deputy Governor of the Company, or in case of the Absence or Refusal of the Governor and Deputy Governor One of the Directors of the Company chosen for that Purpose by the Meeting, or, in the Absence of the Governor, Deputy Governor, and all the Directors, any Shareholder chosen for that Purpose by the Meeting.

Regulating the Votes to be given at General Meetings.

XXXI. That at all General Meetings of the Company every Shareholder holding Shares paid up to the Amount of Two hundred and fifty Pounds and less than Five hundred Pounds shall be entitled to One Vote, and holding Shares paid up to the Amount of Five hundred Pounds and less than One thousand Pounds shall be entitled to Two Votes, and holding Shares paid up to the Amount of One thousand Pounds and less than Two thousand Pounds shall be entitled to Three Votes, and holding Shares paid up to the Amount of Two thousand Pounds shall be entitled to Four Votes, and holding Shares paid up to an Amount exceeding Two thousand Pounds shall be entitled to Four Votes, and One additional Vote in respect of every One thousand Pounds paid up beyond Two thousand Pounds.

Number of Directors.

XXXII. That the Number of the Directors of the Company shall be Eight.

Governor and Deputy Governor.

XXXIII. That whenever there shall be a Vacancy in the Office of Governor of the Company, and whenever there shall be a Vacancy in the Office of Deputy Governor of the Company, the Directors shall, within One Month, summon an Extraordinary Meeting to elect his Successor, and such Meeting or some Adjournment thereof shall elect One of the Directors to be the Governor, or, as the Case may be, the Deputy Governor, and every Director so elected to be either Governor or Deputy Governor shall retain such Office so long as he is a Director of the Company.

Governor or Deputy Governor to be Chairman of all Meetings of Directors and Committees.

XXXIV. That such Governor, or in case of his Absence or Refusal the Deputy Governor, or in case of his Absence or Refusal One other of the Directors, shall be the Chairman of every Meeting of Directors, and the Governor and Deputy Governor shall be *ex officio* Members of all Committees of the Company.

Notice of Candidates for Election.

XXXV. That whenever a Person not being a Director is desirous of being at the then next Election elected a Director, he shall give Notice in Writing under his Hand of his being a Candidate for the Office, and shall leave the Notice at the Office of the Company Ten clear Days before the Day for such then next Election.

Qualification for Governor, Deputy Governor, and Director.

XXXVI. That the Qualification of a Governor or Deputy Governor shall be the Possession of Shares paid up to the Amount of not less than Two thousand Pounds, and the Qualification of a Director shall be the Possession of Shares paid up to the Amount of not less than One thousand Pounds.

Appointment of Auditors.

XXXVII. That the Number of Auditors shall be Three, and One of them shall go out of Office at the Ordinary Meeting held in the Month of *April* next after the passing of this Act, and One other shall go out of Office at the Ordinary Meeting in the Month of *April* in every succeeding Year.

Qualification of Auditors.

XXXVIII. That the Qualification of an Auditor shall be the Possession of Shares paid up to the Amount of not less than Two hundred and fifty Pounds.

Limits of Act.

XXXIX. That "the Limits of this Act" shall, for the Purposes thereof, include the several Parishes of *Saint Margaret* and *Saint John the Evangelist*, *Saint James*, *Saint Martin in the Fields*, *Saint George Hanover Square*, *Saint Clement Danes*, *Saint Paul Covent Garden*, *Saint Anne*, *Saint Mary le Strand*, and the Close of the Dean and Chapter of *Westminster* within the City and Liberty of *Westminster* in the County of *Middlesex*, the several Parishes of *Saint Luke Chelsea*, *Upper Chelsea*, *Saint Mary Abbotts Kensington*, *Fulham*, *Saint Marylebone*, *Saint Mary Paddington*, *Saint Pancras*, *Saint Giles in the Fields*, *Saint George Bloomsbury*, the united Parishes of *Saint Andrew Holborn above the Bars*, and *Saint George the Martyr*, *Clement's Inn*, *New Inn*, *Lincoln's Inn*, *Gray's Inn*, the Liberty of the Rolls, the Liberty of the Duchy of *Lancaster* called the *Savoy* Liberty, and the Parish of *Saint John the Baptist in the Savoy*, otherwise the Precinct of the *Savoy*, all in the County of *Middlesex*, the Parishes of *Saint George the Martyr* in the Borough of

Southwark, and *Saint Mary Newington*, (save and except such Parts of the Parishes of *Saint Mary Newington* and *Saint George the Martyr* in the Borough of *Southwark* as are comprised within the respective Limits of the Local Acts of the Forty-fourth Year of *George* the Third, Chapter Eighty-six, of the Fifty-second Year of *George* the Third, Chapter One hundred and eleven, and of the Eleventh Year of *George* the Fourth, Chapter Forty-five,) *Christchurch*, *Saint Mary Lambeth*, and *Battersea*, all in the County of *Surrey*.

Power to make Gas and to maintain Gas-works.

XL. That, subject to the Provisions of this Act, the Company may from Time to Time within the Limits of this Act continue, make, construct, lay down, maintain, alter, or discontinue such Ovens, Retorts, Gasometers, Receivers, Cisterns, Engines, Machines, Apparatus, Cuts, Drains, Pipes, Sewers, Watercourses, Reservoirs, and other Works and Conveniences, and such Houses and Buildings, with Approaches thereto respectively, upon the Lands by this Act authorized to be held and purchased by the Company, and may do all such other Acts as they from Time to Time think necessary for supplying the Inhabitants within the Limits of this Act with Gas, and also for manufacturing, selling, and disposing of the Gas and other Products of the Manufacture of Gas, and respectively in such Manner as the Company from Time to Time think proper.

Power to purchase or take on Lease Lands to a certain Extent.

XLI. That the Company may from Time to Time agree with the Owners of any Lands within the Limits of this Act which they think requisite or proper for any of the Purposes of their Undertaking for the absolute Purchase for a Consideration in Money, or for a Lease on such Terms as are agreed on, of any such Lands not exceeding in Quantity Fifteen Acres.

Terms of Leases from Parties under Disability.

XLII. Provided always, That the Consideration for any Lease of any such Lands in which any Person under Disability is interested shall be the best yearly Rent, payable half-yearly or oftener, that can be reasonably obtained without Fine or Premium; and the Leases of Lands so taken on Lease may be according to the Form in the Schedule to this Act, or as near thereto as Circumstances admit.

Purchase of Interests of Reversioners of Lease-holds.

XLIII. That as to any Lands already or hereafter taken on Lease and for the Time being holden by the Company, the Company may at any Time by Agreement purchase the Reversion of such Lands, or the Discharge thereof from the Rents and Covenants payable under and contained in such Lease respectively.

Company not to hold more than Fifteen Acres.

XLIV. Provided always, That the Company shall not hold for the Purposes of their Undertaking more than Fifteen Acres of Land.

XLV. That

Penalty on Company laying Gas Pipes in Sewers without Consent.

XLV. That if any Gas Pipe be laid down by the Company within any Sewer without the Consent of the Commissioners under whose Jurisdiction or Care such Sewer is, to be signified in Writing under the Hand of some Officer of such Commissioners, the Company shall forfeit for every such Offence the Sum of Twenty Pounds, and a further Sum of Twenty Pounds for every Day such Offence continues.

Notice required for breaking up Streets, &c.

XLVI. Provided always, That instead of a Notice of not less than Three clear Days required to be given by Section VIII. of "The Gasworks Clauses Act 1847," before the Undertakers proceed to open or break up any Street, Bridge, Sewer, Drain, or Tunnel as therein expressed, a Notice of Three Hours shall be sufficient for such Purpose, except as regards laying down Service Pipes only in respect of which it shall not be necessary for the Company to give any Notice whatever.

Damage for accidentally injuring Pipes.

XLVII. That any Person who negligently or accidentally breaks, removes, or injures any Pipe, Lamp, Lamp Post, Lamp Iron, or other Apparatus, Matter, or Thing belonging to the Company, or wastes the Gas supplied by the Company, shall immediately upon Demand make Satisfaction to the Company for the Damage so done or for the Gas so wasted.

Notice to be given to Company of Lights fitted up to their Mains.

XLVIII. That every Person who fits up any Apparatus or Fitting whereby Gas is obtained from any Main or Pipe of the Company shall within Seven Days after completing the same make a Return in Writing to the Company of the Light or Number of Lights so fitted up, and in default thereof he shall pay to the Company for every Light so fitted up, and in respect of which such Notice is not so given, the Sum of Five Pounds.

Rent for Gas and Fittings under 50*l.* may be recovered.

XLIX. That the Company may recover the Rent of any Gas or the Price or Rent of any Pipe, Burner, Meter, Lamp, or Fitting supplied, sold, delivered, or let to Hire by the Company by Action, Plaint, or other Proceeding in any Court of competent Jurisdiction; and the Register of the Meter shall be *primâ facie* Evidence of the Quantity of Gas consumed by any Customer of the Company, and in respect of which any Rent is charged and sought to be recovered by the Company.

To prevent the fraudulent Consumption of Gas.

L. That every Person who knowingly and wilfully prevents any Meter from duly registering the Quantity of Gas supplied by the Company shall for every such Offence forfeit and pay to the Company a Sum not exceeding Fifty Pounds, and any such Prevention caused by

by artificial Means shall be *primâ facie* Evidence of such Knowledge on the Part of the Consumer using any such Meter.

Saving Rights, &c. of Company as to Waste of Gas, &c.

LI. Provided always, That anything in this Act contained shall not take away, lessen, or prejudice any Right or Remedy of the Company under the Provisions of "The Gasworks Clauses Act, 1847," with respect to Waste or Misuse of the Gas or Injury to Pipes or other Works of the Company.

Contracts to be binding though not under Seal.

LII. That every Contract or Agreement for or concerning the making or supplying of Gas or the Purchase or Sale of any Goods, Wares, or Merchandize from Time to Time entered into in good Faith by or with the Directors or any of them, or any Agent or other Officer of the Company on behalf of the Company, and being a Contract or Agreement within the Scope of the Authority of the Directors, or of such Agent or other Officer, shall be binding on the Company and the other Party, whether a Person or a Body Politic, by or with whom or on whose Behalf such Contract or Agreement is entered into, and notwithstanding the same be not under the Seal either of the Company or of the other Party.

Penalties imposed by Act not cumulative.

LIII. That any Penalty or Forfeiture imposed by this Act, or by any other Act for or in respect of any Act or Default of the Company, or of the Directors, Officers, or Servants of the Company, shall not be cumulative on any other Penalty or Forfeiture imposed for or in respect of the same Act or Default, but any Person entitled to proceed for any such Penalty or Forfeiture may elect to proceed either under this Act or under any such other Act.

Bonds given by Company for securing Repayment of Loan Debt to be valid.

LIV. Whereas in respect of the Loan Debt of the Company, which amounted on the Twentieth Day of *November* One thousand eight hundred and fifty-one to One hundred and three thousand and twenty-five Pounds, the Company have given Bonds for the Sum of Sixty-eight thousand and six hundred Pounds or thereabouts: And whereas since the giving of such Bonds Doubts have been entertained whether in giving such Bonds the Company acted in due Accordance with the Provisions of the first-recited Act, and Doubts are consequently entertained whether the Validity of such Bonds might not therefore be questioned: And whereas the Company are desirous (having actually received and expended for the Purposes of the Undertaking the whole of the Money so borrowed) that such Doubts should be removed, and that all the now existing Bonds given by the Company in respect of such Sum of Sixty-eight thousand and six hundred Pounds or thereabouts should have equal and full Validity: Therefore all the now existing Bonds of the Company for securing the Repayment of any Portion of the Sum of Sixty-eight thousand and six hundred Pounds or thereabouts, and

the Interest thereon, are by this Act absolutely confirmed, and shall as from the respective Times of the Execution thereof by the Company be valid and effectual both at Law and in Equity to all Intents and Purposes whatsoever.

Saving the Rights of the Commissioners of Sewers within the Limits of Act.

LV. That this Act, or anything therein contained, shall not take away, control, suspend, prejudice, or interfere with any of the Rights, Privileges, Jurisdictions, Powers, and Authorities vested in or belonging to any Commissioners of Sewers within the Limits of this Act, but all such Rights, Privileges, Jurisdictions, Powers, and Authorities shall be as valid and effectual as if this Act had not passed.

Saving the Rights of the Commissioners of the Metropolis Roads.

LVI. That this Act, or anything therein contained, shall not authorize the Company to open or break up any Road or any Part of a Road under the Charge of the Commissioners of the Metropolis Turnpike Roads North of the *Thames* without their previous Consent.

Saving the Rights of the Atlas Assurance Company, &c.

LVII. That this Act, or anything therein contained, shall not take away, lessen, or alter any of the Rights and Interests of *Henry Desborough*, Secretary to the *Atlas* Assurance Company, and Sir *Thomas Turton* Baronet, *John Oliver Hanson*, Sir *Courtenay Boyle*, *William George Prescott*, and *John Peter Rasch*, Trustees of the *Atlas* Assurance Company, or of *Reginald Bray* and *Charles Longman*, Executors of *Thomas Norton Longman*, deceased, as Mortgagees of Property of the Company or otherwise, their Heirs, Executors, Administrators, or Assigns, or any of them.

Saving Rights under various Local Acts.

LVIII. That this Act, or anything therein contained, shall not repeal, take away, lessen, alter, or prejudicially affect any of the Rights, Powers, or Privileges of the Commissioners and Trustees, or Vestrymen, or Company respectively, acting under the Authority of the following Local Acts; (to wit,)

The Act of the Sixth of *George* the Third, Chapter Twenty-four; the Act of the Eleventh of *George* the Third, Chapter Seventeen; the Act of the Twenty-eighth of *George* the Third, Chapter Sixty-eight; the Act of the Forty-fourth of *George* the Third, Chapter Eighty-six; the Act of the Fifty-second of *George* the Third, Chapter One hundred and eleven; the Act of the Forty-ninth of *George* the Third, Chapter One hundred and forty-two; the Act of the Fifty-second of *George* the Third, Chapter One hundred and forty-seven; the Act of the Ninth of *George* the Fourth, Chapter One hundred and twenty; the Act of the Sixth of *George* the Fourth, Chapter Thirty-one; the Act of the Fifth of *William* the Fourth, Chapter Eighteen; and the Act of the Sixth and Seventh of *Victoria*, Chapter Sixty;

But

But all such Rights, Powers, and Privileges respectively shall continue and be vested in and executed and performed by such Commissioners, Trustees, Vestrymen, and Company respectively, and their respective Successors, as fully and effectually to all Intents as if this Act had not passed.

The

The SCHEDULE to which the foregoing Act refers.

Form of Lease.

I of in consideration of [*here state the Consideration*], demise to the London Gaslight Company and their Assigns all [*describing the Tenement to be demised*], together with all Ways, Rights, and Appurtenances thereto belonging, to hold the Premises to that Company and their Assigns for [*here define the Term*], yielding and paying therefore yearly and every Year during the Term the yearly Rent of , free from Land Tax, Sewers Rates, and all other Taxes and Outgoings (Income Tax excepted) by equal [ ] Payments in the Year, the First Payment to be made on the Day of according to the true Intent of the "London Gaslight Act, 1852." [*Here may be inserted any Covenants, Provisoes, Conditions, or other Clauses agreed on.*]

In witness whereof I have hereunto set my Hand and Seal, and the Company have hereunto affixed their Common Seal, the Day of in the Year of our Lord .

LONDON:
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Printers to the Queen's most Excellent Majesty. 1852.