ANNO DECIMO

VICTORIÆ REGINÆ.

***

represented by Five hundred and fifty Shares of Twenty Pounds each as authorized by the said Act; and the said Company have also contributed amongst themselves, out of the Profits of such Company, further Sums from Time to Time to a large Amount for extending the Works and for other the Purposes of the said Company: And whereas the said Town of *Wolverhampton* is a Place of considerable Trade, and has of late Years greatly increased in extent, and the Population of the said Town and of the Neighbourhood thereof (including the Township of *Wednesfield* in the Parish of *Wolverhampton*, and also including the Parish of *Tettenhall* in the said County of *Stafford*) hath also of late Years greatly increased: And whereas certain Persons did lately, under the Provisions of the "Act for the Registration, Incorporation, and Regulation of Joint Stock Companies," form themselves into a Company by the Name of "The *Wolverhampton, Dudley, and Bilston* Gaslight and Coke Company" (since changed to the Name of "The *Wolverhampton* New Gas Company") for supplying and lighting with Gas (amongst other Places) the said respective Townships of *Wolverhampton* and *Wednesfield*, and the said Parish of *Tettenhall*; and the Deed of Settlement of such new Company (therein called the *Wolverhampton, Dudley, and Bilston* Gaslight and Coke Company), under the Hands and Seals of the Shareholders in such Company, bearing Date the Fifteenth Day of *December* One thousand eight hundred and forty-five, was registered at the Office for the Registration of Joint Stock Companies on the Eighteenth Day of the same Month of *December*, and thereupon such Company obtained a Certificate of the complete Registration thereof from the Registrar of Joint Stock Companies: And whereas the said *Wolverhampton* New Gas Company is authorized to raise the Sum of Thirty thousand Pounds for the Purposes thereof in Three thousand Shares of Ten Pounds each, and the Number of such Shares which have been actually subscribed for, and on which the Deposit has been paid, is Two thousand two hundred and twenty-four: And whereas Three several Calls, one of Nineteen Shillings *per* Share, one of One Pound *per* Share, and the other of Two Pounds *per* Share, have been duly made by the said *Wolverhampton* New Gas Company pursuant to the Provisions of the said Deed of Settlement, and the said Calls are now in course of Payment, but the said new Company have not purchased any Land nor proceeded in carrying their said Undertaking into effect further than as aforesaid: And whereas it would be a Source of great Convenience and Advantage to the Inhabitants of the said Town of *Wolverhampton* and the Neighbourhood thereof, and to the Public at large, if the said Township of *Wednesfield* and the said Parish of *Tettenhall*, as well as the said Township of *Wolverhampton*, were supplied and lighted with Gas, and also if the said Two Companies were to be united into and form One Company; but the Purposes aforesaid 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 of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That within Three Calendar Months after the passing of this Act all the Works, Buildings, Machinery, Engines, Gasometers, Pipes, Apparatus, Property, and

Valuation to be made of the Property of the Wol-

and Effects of the said *Wolverhampton* Gaslight Company (except Monies belonging and Book and other Debts due to such Company) shall be valued with reference not to cost Price but to the trading Value thereof, and the Profits arising from making Gas at the said Works by Two Referees, or, in case of Disagreement, by an Umpire in the usual Course of Arbitration, the Committee of the said *Wolverhampton* Gaslight Company and the Directors of the said *Wolverhampton* New Gas Company each naming One Referee within One Calendar Month from the passing of this Act, or in case either of such Two Companies shall refuse or neglect for the said last-mentioned Period to name a Referee, then both Referees to be named by the other of such Two Companies, and the Referees named in either of the said Ways to appoint the Umpire before proceeding to their Valuation, and that the Valuation and Decision of the said Referees named in either of the Ways aforesaid, or of the said Umpire, made in Writing under their Hands, shall be final and conclusive, and binding upon both the said Companies; and the said respective Companies shall abide by, fulfil, and act upon such Valuation and Decision accordingly; and the said Referees or their Umpire shall have Liberty to examine Witnesses upon Oath, and to investigate the Accounts of the said Companies respectively, and to inspect, peruse, and examine all or any of the Books, Papers, and Writings of the said *Wolverhampton* Gaslight Company necessary for showing the Value of the Property and Effects of such last-mentioned Company.

verhampton Gaslight Company.

II. Provided nevertheless, and be it enacted, That if the Deaths of the Referees or Umpire, or any of them, or any other unavoidable Accident or Circumstance, shall prevent or delay the Completion of the said Valuation within Three Calendar Months as herein-before provided, the said Companies, or either of them, shall have Power to extend the Time for making the said Valuation to Six Calendar Months, and in that Case all the Provisions herein-before contained shall extend to such enlarged Time, and the said Companies shall have Power to appoint other Referees, and the said Valuation shall be ascertained in the same Manner in all respects as if the said Period of Six Calendar Months had been the Period by this Act limited for the making of the said Valuation.

Time of Valuation may be extended in case of Death, &c. of Referees or Umpire.

III. And be it enacted, That within Ten Days after such Valuation as aforesaid shall have been made, and Notice thereof given by the said Arbitrators or either of them, or the said Umpire, to the said Companies respectively, the said *Wolverhampton* New Gas Company shall pay or cause to be paid into the *Wolverhampton and Staffordshire* Bank at *Wolverhampton* aforesaid to the Account and for the Use of the said *Wolverhampton* Gaslight Company One equal Moiety of the Amount of the said Valuation, and thereupon the Proprietors in the said *Wolverhampton* New Gas Company shall become entitled to One equal Moiety of the Property and Effects of the *Wolverhampton* Gaslight Company (except Monies belonging and Book and other Debts due to such Company), and also of the Profits thenceforth to accrue from the Business of the said Company; and the said *Wolverhampton* Gaslight Company and *Wolverhampton* New Gas Company shall,

One Moiety of the Amount of the Valuation to be paid to the Wolverhampton Gaslight Company by the new Company.

The Two Companies to become

thereupon united, and the recited Act and Deed of Settlement repealed and void.

shall, upon such Payment being so made, become One united Company under the Style of "The *Wolverhampton* Gas Company," and thereupon the said recited Act and the said recited Deed of Settlement of the said *Wolverhampton* New Gas Company shall respectively be and stand repealed and become void (except for the Purposes and to the Extent herein-after mentioned).

Paid up Capital and nominal Capital of the old Company after Valuation and until the Union with the new Company.

IV. And be it enacted, That upon such Valuation being made as aforesaid the Amount of such Valuation shall be deemed to be the then paid up Capital of the said *Wolverhampton* Gaslight Company, and the nominal Capital of the same Company shall, until such Union thereof with the said *Wolverhampton* New Gas Company as aforesaid, be the Amount of such Valuation added to such a Sum (if any) as shall be necessary to make up such Amount to a Multiple of Eleven thousand Pounds; and such nominal Capital shall be divided into Shares of Ten Pounds each, and shall be distributed amongst and be taken and held by the Proprietors of Twenty Pound Shares in the said *Wolverhampton* Gaslight Company in proportion to and in lieu of the Number of such last-mentioned Shares held by them respectively.

Power for old Company to enforce Payment by the new Company and Union of the Two Companies after the Period specified in the Act.

V. And be it enacted, That, although the said Moiety of the Amount of the said Valuation shall not be paid by the said *Wolverhampton* New Gas Company within the Time and in the Manner herein-before provided for the Payment thereof, it shall be lawful for the said *Wolverhampton* Gaslight Company, at any General Meeting of the Proprietors thereof specially convened for the Purpose pursuant to the Provisions herein-after contained, and to be held at any Time between the End of the Period herein-before provided for such Payment, and Twelve Calendar Months after the passing of this Act, to pass a Resolution that the Provisions of this Act for effecting a Union between the said Two Companies shall take effect upon Payment by the said *Wolverhampton* New Gas Company of the full Amount of the said Moiety of the said Valuation; and in that Case it shall be lawful for the said *Wolverhampton* Gaslight Company to recover from the said *Wolverhampton* New Gas Company in any Action or Actions of Debt or on the Case in any of Her Majesty's Courts of Law at *Westminster* the Amount of the said Moiety of the said Valuation, or so much of such Amount as shall for the Time being remain unpaid, in like Manner as any other Debt due from such last-mentioned Company, whether upon Specialty or upon simple Contract, might be recovered, together with the Costs of such Action or Actions.

Companies to become united on subsequent Payment of the Moiety of the Valuation.

VI. And be it enacted, That upon the Receipt by the said *Wolverhampton* Gaslight Company of the Amount of the said Moiety of the said Valuation, and of the Costs of such Action or Actions as aforesaid (if any), by such Payment and Recovery, or either of them, as mentioned in the last preceding Clause, the said Two Companies shall become One united Company under the said Style of the *Wolverhampton* Gas Company as aforesaid; and the said recited Act and Deed of Settlement shall respectively be and stand repealed, and become void (except for the Purposes and to the Extent herein-after mentioned),

mentioned), in like Manner (as near as may be) as if the Time of the actual Payment of the Amount of such Moiety of the said Valuation had been the Time herein-before specified for the Purpose.

Paid up Capital of the united Company.

VII. And be it enacted, That upon the said Two Companies becoming at any Time such One united Company as aforesaid the Amount of the said Valuation to be made as aforesaid shall be and constitute the original paid up Capital of the said *Wolverhampton* Gas Company, which is herein-after and throughout this Act designated the said united Company.

Nominal Capital of the united Company.

Distribution of Shares in the united Company.

VIII. And be it enacted, That the nominal Capital of the said united Company shall be Forty-four thousand four hundred and eighty Pounds in Four thousand four hundred and forty-eight Shares of Ten Pounds each, and one Moiety of such Shares of Ten Pounds each shall be distributed amongst and be taken and held accordingly by the respective Persons Proprietors of the said Two thousand two hundred and twenty-four Shares in the said *Wolverhampton* New Gas Company in proportion to the Number of such last-mentioned Shares so held by them respectively, and the remaining Moiety, being Two thousand two hundred and twenty-four of such Four thousand four hundred and forty-eight Shares of Ten Pounds each, shall be distributed amongst and be taken and held by the several Persons who shall be Proprietors of Shares in the said *Wolverhampton* Gaslight Company according and in proportion to and in lieu of the Number of such Shares held by them respectively in such last-mentioned Company, but so that no Share in such last-mentioned Distribution shall be divided into fractional Parts; and such Shares (if any) of the said last-mentioned Moiety as cannot be distributed without being divided into fractional Parts shall be sold by the Committee of the said *Wolverhampton* Gaslight Company, and transferred by Deed, duly stamped, in the Name of and under the Common Seal of the said Company, to such Person or Persons and in such Manner as the said Committee may think proper; and the clear Proceeds arising from such Sale shall belong to and be divided amongst the said Proprietors in the said *Wolverhampton* Gaslight Company in proportion to the Number of Shares so held by them respectively; and the said Sum of Forty-four thousand four hundred and eighty Pounds shall be taken in the Proportions aforesaid to be the subscribed Capital of the Company.

Receipt for Moiety of Valuation from the new Company.

IX. And be it enacted, That the Receipt in Writing of any Three Members of the Committee of Management of the said *Wolverhampton* Gaslight Company for the Amount of One Moiety of the said Valuation as aforesaid, or any Part thereof, shall effectually discharge as well the said last-mentioned Company and all the Members thereof as the said *Wolverhampton and Staffordshire* Bank at *Wolverhampton* aforesaid from the Amount in any such Receipt stated to be received, and from the Application thereof.

Distribution amongst Shareholders in the old

X. And be it enacted, That the Committee of Management for the Time being of the said *Wolverhampton* Gaslight Company shall hold the Monies so to be paid as the Moiety of the said Valuation as aforesaid,

Company of the Amount paid by the new Company, and of the Proceeds of the Sale of surplus Shares.

aforesaid, and also the Monies constituting the clear Proceeds of the Sale of the Shares herein-before directed to be sold by such Committee, upon trust, after deducting and paying the Liabilities of the said Company, to divide all the said Monies rateably between the several Persons who shall for the Time being be Proprietors of the Shares in the Capital of the same last-mentioned Company (exclusively of the Persons becoming Proprietors upon such Payment as aforesaid) in proportion to the Number and Amount of their respective Shares therein, and their respective Executors, Administrators, and Assigns.

Receipts of Trustees, Guardians, Committees, &c. to be good Discharges for the Moiety of the Valuation and of the Proceeds of the Sale of Shares.

XI. And be it enacted, That the Receipt of any Executor, Administrator, Trustee, Committee, or Guardian of any Proprietor in the said *Wolverhampton* Gaslight Company, or of any Person entitled to any Share or Shares therein, shall be a good and effectual Discharge to the Committee of such Company for so much of the Monies mentioned in the last preceding Clause as shall be paid by such Committee or by their Order to such Executor, Administrator, Trustee, Committee, or Guardian for or on behalf of such Proprietor or Person, and shall be expressed in such Receipt to have been received, and shall exonerate and discharge the said Committee of such Company from seeing to the Application thereof, and from being answerable for the Misapplication or Nonapplication of the same or any Part thereof, or being liable to any other Duty or Obligation by reason of any Trust affecting the Person to whom such Payment shall be made, and that the Assets of the same Company or the said Committee shall not after such Payment be in anywise liable to the Performance of any such Trusts, nor to any Action or Suit at Law or in Equity in respect thereof.

The Monies payable in respect of settled Shares to be invested.

XII. And be it enacted, That in every in which any Portion of the Monies directed to be divided by the said Committee of Management of the said *Wolverhampton* Gaslight Company shall be allotted and paid by such Committee in respect of Shares in the Capital of the same Company which are or may be the Subject of Settlement, such Portion, and also the Stocks, Funds, or Securities in or upon which the same may be laid out or invested as herein-after mentioned, shall be held and applied by the Trustees or Trustee of such Settlement upon and for the same Trusts, Intents, and Purposes, and with and subject to the same Powers and Provisions, as near as may be, as the Share or Shares in respect of which such Portion shall have been so allotted or paid; and in case the Deed, Will, or other Instrument creating or declaring the Trusts of such Settlement shall contain no Trust or Power for the Sale of such settled Shares, and also in every Case of a Portion of the said Monies which shall belong to an Infant, the said Portion shall be laid or invested by the said Trustees or Trustee of the said Settlement, or by the Guardian or Guardians of such Infant, (as the Case may be,) in their, his, or her own Names or Name, in some or one of the Parliamentary Stocks or Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England* or *Wales*, to be from Time to Time, at the Discretion of such Trustees or Trustee, or Guardian or Guardians, (as the Case may be,) altered, varied, or transposed

for or into new or other Stocks, Funds, or Securities of the like Nature.

Repeal of the recited Act although the Amount of the Moiety of the Valuation be not paid, and Powers of this Act thereupon vested in the old Company.

XIII. And be it enacted, That at the Expiration of Four Calendar Months from the passing of this Act the herein-before recited Act shall (except as to the Incorporation thereby of the said *Wolverhampton* Gaslight Company, and also except for the Purposes and to the Extent herein-after mentioned) be and stand repealed, in case the same shall not have become previously repealed under the Provisions herein-before contained; and that from and after the Expiration of such Period of Four Calendar Months from the passing of this Act, and unless and until the said Two Companies shall become One united Company under the Provisions herein contained, all the Powers herein-after given to the said united Company, and all the Enactments and Provisions herein-after contained relative to such united Company, and the Shares therein and the Proprietors thereof, and the Payment of Calls in respect of such Shares, and to Penalties, and of every other Description whatsoever, shall be exercised by and be applicable to the said *Wolverhampton* Gaslight Company, and the Shares therein and the Proprietors thereof, in the same Manner in all respects as near as may be as if such last-mentioned Company were herein-after throughout this Act named or referred to in lieu of the said united Company.

Notwithstanding such Repeal, Conveyances and other Acts to remain in force.

XIV. And be it enacted, That no Conveyances, Assurances, Demises, Grants, Mortgages, Bonds, Covenants, Agreements, Contracts, or Securities which have been made, executed, or entered into by, to, or with the said *Wolverhampton* Gaslight Company, or by, to, or with the said *Wolverhampton* New Gaslight Company, nor any Actions, Suits, Prosecutions, or other Proceedings which shall have been commenced or may be pending by or against each or either of the same Companies, nor any other Acts which may have been done under or by virtue of the said recited Act, or the said recited Deed of Settlement, shall become invalidated, void, voidable, discharged, abated, discontinued, prejudiced, or affected by the Repeal of the said recited Act, or the Avoidance of the said recited Deed, but that such Conveyances, Assurances, Demises, Grants, Mortgages, Bonds, Covenants, Agreements, Contracts, Securities, Actions, Suits, Prosecutions, Proceedings, and Acts shall remain in full Force and Effect in the same Manner as they would have done if this Act had not been passed.

Existence of the Two Companies preserved for certain Purposes.

XV. And be it enacted, That notwithstanding the Repeal of the said recited Act, or the Avoidance of the said recited Deed as herein-before expressed, the said *Wolverhampton* Gaslight Company and the said *Wolverhampton* New Gas Company shall respectively continue to exist for the Purpose of recovering and receiving all Debts and Monies which may be due or owing to such Companies respectively at the Time of such Repeal or of such Avoidance, and of paying and discharging all the Debts and Liabilities of the Two said respective Companies, including (as a Debt or Liability of the said *Wolverhampton* New Gas Company) the said Moiety of the Amount of the said Valuation, in case such Moiety shall, under the Provisions herein-before

before contained, become payable after the Time herein-before specified for the Payment hereof, and the Costs of any such Action or Actions as aforesaid for the Recovery of the said Moiety or any Part thereof, and also as to the said *Wolverhampton* Gaslight Company, and the Committee of Management thereof, for the Purpose of selling such Shares as are herein-before directed to be sold, and dividing and distributing the Proceeds thereof, and also the said Moiety of the said Valuation, amongst the Shareholders in such last-mentioned Company as herein-before mentioned, and also as to both the said Companies for any other Purpose whatsoever for which, as herein-before provided for or otherwise, the Existence of such Companies, or either of them, may be necessary; and that as to the said *Wolverhampton* New Gas Company all the Powers, Clauses, and Provisions in their said Deed of Settlement contained shall continue in force, as far as shall be requisite or necessary for the Purpose of enabling such Company to raise, pay, and discharge all the Debts and Liabilities which such Company may owe or be subject to, and selling and disposing of the Assets, and winding up the Affairs of the said last-mentioned Company, and also for enforcing Payment of such Instalment or Instalments which may be or become payable in respect of any Share or Shares in the said Company as shall have been called for pursuant to the Provisions of the said Deed of Settlement, either before or after the passing of this Act, including the Provision as to the Forfeiture of the Share or Shares of any Shareholder or Shareholders neglecting or refusing to pay any Instalment or Instalments; and such Forfeiture of any such Share or Shares as aforesaid shall involve the Forfeiture for the Benefit of the said *Wolverhampton* New Gas Company of the Share or Shares in the united Company which, under the Provisions herein-before contained, is or are to be appropriated or substituted for the Share or Shares so forfeited.

Officers to continue until removed.

XVI. And be it enacted, That all Officers and Persons appointed or to be appointed under the recited Act, and the said recited Deed of Settlement respectively, shall hold their respective Offices and Employments according to the Terms of their Appointments until Appointments of other Officers shall be made under this Act; and all such Officers and Persons in the Case of the said *Wolverhampton* Gaslight Company shall, after the said recited Act shall stand repealed under the Provisions herein-before contained, have the same Powers, Privileges, and Advantages, and shall be liable to the same Penalties, Obligations, Restrictions, and Regulations, as if they had been appointed under this Act.

Officers under recited Act and Deed of Settlement to account.

XVII. And be it enacted, That all Officers and Persons who, after the said Two Companies shall become united, shall have in their Possession or under the Control any Books, Documents, Papers, Writings, or Effects under or by virtue of any of the Provisions of the recited Act, or of the said recited Deed of Settlement, shall be liable to account for and to deliver up all such Books, Documents, Papers, Writings, or other Effects to the said united Company, or to such Person as they shall appoint to receive the same, in the same Manner, and subject to the same Process, Pains, and Penalties for Refusal or Neglect, as if such Officers or Persons had been appointed and had become

become possessed of such Books, Documents, Papers, Writings, or other Effects under the Provisions of this Act.

Land belonging to the old Company to vest in the united Company.

XVIII. And be it enacted, That from and immediately after the Payment of the Moiety of the said Valuation as herein-before mentioned all Lands, Tenements, and Hereditaments, with the Appurtenances thereto belonging or reputed to belong, of or to which the said *Wolverhampton* Gaslight Company was seised, possessed, or entitled at Law or in Equity at the Time of making the said Valuation, shall be and are hereby declared to be vested in and shall belong to the said united Company for their absolute Benefit, subject to the Provisions herein-after contained, without Prejudice to the Mortgages, Securities, Liens, and Charges which affect the said Lands, Tenements, and Hereditaments respectively, and to the Rents, Covenants, and Agreements, if any, which the said *Wolverhampton* Gaslight Company is, or if this Act had not been passed would have been, liable to pay and perform in respect of the Premises respectively, or any of them.

Monies and Effects belonging to the old Companies vested in the united Company incorporated by this Act.

XIX. And be it enacted, That from and immediately after such Payment or Recovery of the Moiety of the said Valuation as aforesaid all Goods, Chattels, Steam and other Engines, Plant, Carriages, Waggons, Machines, Pipes, Live and Dead Stock, Writings, and other Personal Estate and Effects (except Monies belonging, and Book and other Debts due, to such Company) of or to which the said *Wolverhampton* Gaslight Company was possessed or entitled at Law or in Equity at the Time of the making of the said Valuation, shall be and are hereby declared to be vested in and shall belong to the united Company for their absolute Benefit; and all Persons and Corporations who immediately before the Union of the said Two Companies owed any Money to the said Companies respectively shall pay the same, together with all Interest, if any, due or to accrue due for the same, to the Company to which the same shall belong; and all Debts which immediately before the Union of the said Companies were due by the said Companies respectively shall be paid, with all Interest, if any, due or to accrue due thereon, by the Company theretofore liable thereto; but the said united Company shall be entitled to the Benefit of and shall be liable to all Contracts which shall have been entered into and shall be in force at the Time of such Union between the said *Wolverhampton* Gaslight Company and any Persons or Corporations in the same Manner as the said last-mentioned Company would have been entitled to the Benefit of and have been liable to such Contracts in case this Act had not been passed; and Receipts in Writing signed by the Treasurer of the said united Company for any Money, Effects, or Property which shall be paid or delivered to the same Company, or any Person on their Behalf, shall effectually discharge the Persons and Corporations paying or delivering the same from all Liability with respect thereto.

New Company incorporated.

XX. And be it enacted, That every Person who at the passing of this Act is possessed of any Share created by the recited Act, and every Person who at the passing of this Act is possessed of any Share

created by the said Deed of Settlement, and every Person who shall become possessed of any Share created by or by virtue of this Act, and their Executors and Administrators, Successors and Assigns respectively, shall, from and after such Payment or Recovery of the Amount of One Moiety of the said Valuation as herein-before mentioned, be united into and form a Company for the Purposes hereinafter mentioned, and shall be incorporated by the Name of "The *Wolverhampton* Gas Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall and may sue and be sued, plead and be impleaded at Law and in Equity, and shall and may prefer and prosecute any Bill or Bills of Indictment against any Person or Persons who shall commit any Felony, Misdemeanor, or other Offence against the Laws of this Realm, and shall have Power, for the Purposes of the Undertaking, to hold Lands which shall become vested in them by virtue of this Act, and also to purchase or take on Lease and hold other Lands, subject to the Restrictions herein-after contained.

Incorporation of Lands Clauses Act, 1845, and Gasworks Clauses Act, 1847.

XXI. And be it enacted, That the Lands Clauses Consolidation Act, 1845, and the Gasworks Clauses Act, 1847, shall be incorporated with and form Part of this Act, and the Provisions of such incorporated Acts shall be applicable to the Purpose and Undertaking of the said united Company, except as herein-after mentioned.

Compulsory Powers not to be exercised.

XXII. Provided always, and be it enacted, That nothing in the said Lands Clauses Consolidation Act or in this Act contained shall authorize the said united Company to purchase, take, or use any Lands, unless with the Consent of and by Agreement with the Owners, Lessees, and Occupiers thereof, or to purchase any more than Four Acres of Land.

Incorporation of Companies Clauses Consolidation Act, 1845.

XXIII. And be it enacted, That the following Clauses and Provisions of the Companies Clauses Consolidation Act, 1845, shall be incorporated with and form Part of this Act; that is to say, with respect to the Distribution of the Capital of the Company into Shares, with respect to the Transfer or Transmission of Shares, with respect to the Payment of Subscriptions, and the Means of enforcing the Payment of Calls, with respect to the Forfeiture of Shares for Nonpayment of Calls, with respect to the Remedies of Creditors of the Company against the Shareholders, with respect to the borrowing of Money by the Company on Mortgage or Bond, with respect to the Conversion of the borrowed Money into Capital, with respect to the General Meetings of the Company, and the Exercise of the Right of voting by the Shareholders, with respect to the Appointment and Rotation of Directors, with respect to the Powers of the Directors and the Powers of the Company to be exercised only in General Meeting, with respect to the Proceedings and Liabilities of the Directors, with respect to the Appointment and Duties of Auditors, with respect to the Accountability of the Officers of the Company, with respect to the keeping of Accounts, and the Right of Inspection thereof by the Shareholders, with respect to the making of Dividends, with respect to the making of Bye Laws, and with respect to the giving of Notices.

XXIV. And

Purpose of the united Company.

XXIV. And be it enacted, That the said united Company shall be established for the Purpose of supplying and lighting with Gas, produced from Coal or other Materials, the several Streets, Roads, Highways, Byeways, Lanes, public Places, Churches, Chapels, and Buildings, and also the several Shops, Taverns, private Houses, Manufactories, Warehouses, and other Buildings, as well within the Township of *Wolverhampton* as within the said Township of *Wednesfield* and the said Parish of *Tettenhall*, and which Township and Parish are intended to be herein-after referred to as the Limits of this Act, and also to deal in Coke, Coal, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Oil, and other Matters the Products of the Coal or other Materials which may be employed in the Manufacture of such Air or Gas, and also to manufacture and sell or deal in Gas Fittings, Tubes, Meters, Pipes, and all other Articles and Things in any way connected with Gasworks, or with the Supply of Gas to the Consumers thereof, in such Manner as the said Company may think proper.

Shareholders not disqualified from acting as Commissionersunder the Wolverhampton Town Improvement Act, 54 G. 3. c. 106.

XXV. And whereas by an Act passed in the Fifty-fourth Year of the Reign of King *George* the Third, intituled *An Act for improving the Town of* Wolverhampton *in the County of* Stafford, *and for removing and regulating the Markets in the said Town*, it is enacted, that no Person shall be capable of acting as a Commissioner under the said Act during the Time that he shall hold any Place of Profit, or be under any Contract, or have any Share or Interest in any Contract relating to the Execution of any of the Powers in the said Act; be it enacted, That nothing in the said lastly-recited Act contained shall extend or be construed to extend to disqualify any Person who may or shall have any Share or Interest in the said united Company from acting as a Commissioner in the Execution of any of the Powers of such lastly-recited Act, save and except as far as relates to any Matter relating to the said Company.

Power to make Calls.

XXVI. And be it enacted, That from Time to Time the said united Company may make such Calls of Money upon the respective Shareholders in respect of the Amount of Capital respectively subscribed or held by them as such Company shall think fit, not exceeding the Amount of the Difference between the Amount of the said Valuation and the Amount of the nominal Capital of such Company; provided that Thirty Days Notice at least be given of each Call, and that an Interval of Two Months shall elapse between any Two Calls, and that no Call shall exceed the Sum of One Pound *per* Share, and not more than Five Calls shall be made in any One Year; and every Shareholder shall be liable to pay the Amount of the Calls so made in respect of the Shares held by him to the Persons and at the Times and Places from Time to Time appointed by the said united Company.

The Directors may retain accruing Dividends towards unpaid Calls.

XXVII. And be it enacted, That if the Owner of any Share fail to pay a Call payable by him in respect thereof, together with the Interest, if any, that shall have accrued thereon, the Directors shall and may deduct and retain the Amount of any such Call and Interest from the next Dividend or Dividends which shall or may become payable in respect of the same Share, whether such Share shall or shall not then continue the Property of the same Holder.

XXVIII. And

Power to borrow Money.

XXVIII. And be it enacted, That it shall be lawful for the said united Company to borrow on Mortgage or Bond any Sum of Money not exceeding in the whole the Sum of Ten thousand Pounds, but no Sum of Money shall be so borrowed until the whole Capital shall have been raised, and One Half thereof shall have been paid up; provided that if when any Loan shall be made the whole of the nominal Capital of the Company shall not have been paid up by the Shareholders, that Calls shall be forthwith made by the said united Company pursuant to the Provisions of this Act for the Purpose of repaying the Money so borrowed, or so much thereof as such Calls shall be capable of paying.

Mortgages and Bonds.

XXIX. And be it enacted, That every Mortgage and Bond issued by the united Company shall be by Deed under the Common Seal the Company, duly stamped, and wherein the Consideration shall be truly stated.

Transfers of Interest to be stamped.

XXX. And be it enacted, That the Interest on any Mortgage or Bond shall not be transferable except by Deed duly stamped.

Application of Capital.

XXXI. And be it enacted, That all Money raised by the united Company, whether by Loan or otherwise, shall be applied, firstly, in paying the Costs and Expences incurred in obtaining this Act, and all Expences preparatory or relating thereto, or to the said Valuation and Union, and, secondly, in carrying the Purposes of the united Company into execution, without Prejudice to the Securities of the Creditors of the aforesaid Companies respectively who were such Creditors at the Time of such Union, or the Assigns or Representatives of such Creditors respectively.

Ordinary Meetings to be held half-yearly.

XXXII. And with respect to General Meetings of the united Company, be it enacted, That the first Ordinary General Meeting of the Shareholders of the Company shall be held within Three Weeks after the Time herein-before specified for Payment of the Moiety of the said Valuation, and the future General Meetings shall be held on *Tuesday* in the last Week in *July* and the last Week in *January* in each Year, and the Meetings so appointed to be held as aforesaid shall be called "Ordinary Meetings;" and all Meetings, whether ordinary or extraordinary, shall be held in the Town of *Wolverhampton*.

Extraordinary Meetings may be convened by Shareholders.

XXXIII. And be it enacted, That it shall be lawful for Fifteen or more Shareholders holding not less than Ten Shares of Ten Pounds each, by Writing under their Hands, at any Time to require the Directors to call an Extraordinary Meeting of the Company; and such Requisition shall fully express the Object of the Meeting required to be called, and shall be left at the Office of the Company, or given to at least Three Directors, or left at their last or usual Places of Abode; and forthwith upon the Receipt of such Requisition the Directors shall convene a Meeting of the Shareholders; and if for Twenty-one Days after such Notice the Directors fail to call such Meeting, the said Number of Shareholders, qualified as aforesaid, may call such Meeting by giving Fourteen Days Notice thereof.

XXXIV. And

XXXIV. And be it enacted, That in order to constitute a Meeting (whether ordinary or extraordinary) there shall be present Fifteen Shareholders holding in the aggregate equivalent to One hundred and fifty Shares of Ten Pounds each. Quorum for a General Meeting.

XXXV. And be it enacted, That every Shareholder shall have a Vote for each of his Shares in the said Company. Votes of Shareholders.

XXXVI. And be it enacted, That the Number of Directors shall be Nine, and the Qualification of a Director shall be the Possession in his own Right of Twenty Shares in the Undertaking, and that at the first General Meeting herein-before directed to be held the first Directors of the United Company shall be elected, and that the Committee of the said *Wolverhampton* Gaslight Company shall manage the Affairs of the said united Company until such Election. Number and Qualification of Directors.

XXXVII. And be it enacted, That all the Directors shall go out of Office annually, but shall be eligible for Re-election, either immediately or at any subsequent Time. Directors to hold Office for One Year only.

XXXVIII. And be it enacted, That every Director for the Time being of the said Company shall be entitled to and receive out of the Funds of the Company, as a Remuneration for his Trouble in and about the Concerns of the Company, for every Meeting of the Directors at which any Business of the Company shall be transacted, in case he shall be present at the Commencement and continue to the Close of such Business, such Sum of Money as may from Time to Time be fixed by a General Meeting of Proprietors. Remuneration to Directors.

XXXIX. And be it enacted, That at the first General Meeting hereby authorized to be held the Shareholders shall appoint One Auditor for the Purpose of auditing the Accounts of the Company. Appointment of Auditor.

XL. And be it enacted, That the Directors for the Time being of the said Company shall elect a Clerk and Treasurer, and may remove from Office any such Clerk or Treasurer, and if any such Clerk or Treasurer die or resign, or be so removed, another Clerk or Treasurer shall be elected in his Place, and from Time to Time the Directors may fix the Salary or other Emoluments to be allowed to such Clerk or Treasurer respectively, as they think proper. Directors to appoint Clerk and Treasurer.

XLI. And be it enacted, That the Directors may at any Time suspend the Auditor from his Office, and may appoint some Person temporarily to fill the Office of the Auditor so suspended, or when vacant from any other Cause, with such Salary as they think fit, but in any such Case they shall forthwith call an Extraordinary Meeting of the Company for the Purpose of taking into consideration the Propriety of removing from his Office any Auditor so suspended, and of electing a new Auditor, as the Case may require. Suspension of Auditor

XLII. And be it enacted, That the Books of the Company shall be brought to a Balance, up to the Twenty-fifth Day of *March* and the Twenty-ninth Day of *September* preceding the Ordinary Meeting next Books to be balanced.

next following such Days respectively, Fourteen Days at least before such Ordinary Meeting.

Dividends to be declared at half-yearly Meetings.

XLIII. And be it enacted, That at every half-yearly General Meeting of the Company, or some Adjournment thereof, a Dividend shall be made out of the Interest, Profits, or Advantages of the Undertaking (unless such Meeting shall declare otherwise).

Amount of reserved Fund.

XLIV. And be it enacted, That the Amount of the reserved or contingent Fund shall be Five thousand Pounds.

Notices to be advertised in Newspaper published in the Borough of Wolverhampton.

XLV. And be it enacted, That all Notices required to be given by Advertisement shall be advertised in some one Newspaper published or circulated in the Borough of *Wolverhampton* (if any), or otherwise in some Newspaper published or circulated in the County of *Stafford*.

Power to construct Gasworks.

XLVI. And be it enacted, That, subject to the Provisions in this and the said incorporated Acts contained, it shall be lawful for the united Company from Time to Time to continue, construct, and maintain such Gasworks and Apparatus, and such Buildings with Approaches thereto, upon the Lands belonging to the Company, or hereby authorized to be purchased by them, and to do all such other Acts as they shall think necessary for supplying the Inhabitants within the Limits of this Act with Gas, and to supply such Gas upon such Terms as shall be agreed upon between the Company and the Person supplied therewith, and to sell and dispose of the Coke and other Residuum arising from the Materials used in the Manufacture of Gas in such Manner as the Company may think proper.

Power to lay Pipes for lighting Buildings.

XLVII. And be it enacted, That, subject to the Provisions in this and the incorporated Acts contained, it shall be lawful for the united Company to lay any Pipe, Branch, or other Apparatus from any Main or Branch Pipes into, through, or against any Building for the Purpose of lighting the same, and to provide and set up any Apparatus necessary for securing to any Buildings a proper and complete Supply of Gas, and for measuring and ascertaining the Extent of such Supply.

Penalty for interrupting the Company's Workmen.

XLVIII. And be it enacted, That if any Person shall wantonly or maliciously hinder or interrupt the Company, or their Deputies, Agents, Workmen, Men, or Servants, or any of them, in doing and performing any of the Works, or in exercise of any of the Powers and Authoties, by this Act granted, or shall in anywise cause or procure the same to be done, every Person so offending shall for every such Offence forfeit and pay to the said Company any Sum not exceeding Five Pounds, and also the full Amount of the Damage which shall be sustained by such Hindrance or Interruption.

For Protection of the Wolverhampton Waterworks Company.

XLIX. And be it enacted, That if in carrying into execution any of the Powers by this Act granted any Injury or Damage shall be done or committed to any of the Pipes, Apparatus, Materials, or Things already laid down by the *Wolverhampton* Waterworks Company

pany

pany for the Purpose of supplying with Water the said Town of *Wolverhampton*, or any Part thereof, either by removing or disturbing the Ground or the Soil whereon the same is or are placed, or by the Compression or subsequent settling or lowering of the same at any Time afterwards, the said Gas Company shall, at their own Expence, Costs, and Charges, within Twenty-four Hours next after Notice in Writing given to them by the said Waterworks Company, or their Clerk or Agent, take Measures, and diligently prosecute the same, to cause such Pipes, Apparatus, Materials, and Things to be well and effectually repaired and amended, and in default or neglect thereof it shall be lawful for the said Waterworks Company, and they are hereby authorized and empowered, to cause such Pipes, Apparatus, Materials, and Things so injured or damaged as aforesaid to be effectually repaired, amended, and made good, and the reasonable Costs, Charges, and Damages and Expences attending the same shall be paid and defrayed by the said Gas Company or their Treasurer, the same having been ascertained and settled, in case of Dispute concerning the same, by some Justice of the Peace, which Determination shall be final and conclusive; and such Damages and Expences, together with such Costs and Charges as shall be by such Justice allowed, shall be levied and recovered as other Penalties under this Act not specially provided for are directed to be levied and recovered.

Power to sell Works to the Wolverhampton Town Commissioners.

L. And be it enacted, That it shall be lawful for the Company to sell, convey, and assign their said Undertaking, or any Part thereof, with the Land, Buildings, Works, and other Property belonging thereto, and all or any of their Rights, Powers, and Privileges connected therewith, (but subject to all then existing Provisions, Enactments, Mortgages, Contracts, and Liabilities affecting the same,) to the *Wolverhampton* Town Commissioners acting in pursuance of an Act passed in the Fifty-fourth Year of the Reign of King *George* the Third, intituled *An Act for improving the Town of* Wolverhampton *in the County of* Stafford, *and for removing and regulating the Markets in the said Town;* and in case of the Incorporation of the said Town of *Wolverhampton* by Charter or by Act of Parliament, then to sell, convey, and assign in like Manner to the Mayor, Aldermen, and Burgesses under such Terms and Conditions as may be agreed upon between the Parties; and the said Commissioners are hereby empowered to effect such Purchase, and to have and to hold the said Undertaking, Land, Buildings, Works, and other Property, or the Part or Parts thereof which may be so sold, conveyed, or assigned as aforesaid.

54 G. 3. c. 106.

Interpretation Clause.

LI. And be it enacted, That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless it be otherwise especially directed or provided, or there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Word "Clerk" shall include the Word Secretary:

The Expression "the Company" shall mean the united Company incorporated by this Act if and when the Union shall have taken place under the Provisions of this Act, but otherwise the said *Wolverhampton* Gaslight Company:

The

The Expression "the Directors" and "the Clerk" shall mean the Directors and the Clerk respectively of such united Company or *Wolverhampton* Gaslight Company (as the Case may be):

The Words "Limits of this Act" shall be held to include the whole of the respective Townships of *Wolverhampton* and *Wednesfield*, and the Parish of *Tettenhall*, all in the County of *Stafford*.

Expences of the Act.

LII. And be it enacted, That, unless and until the Union of the said *Wolverhampton* Gaslight Company and the said *Wolverhampton* New Gas Company shall take place under the Provisions of this Act (whereupon the Expences of this Act are to be paid by the united Company), such Expences, and all other the Expences herein-before directed to be paid by the united Company out of the first Monies which shall come to their Hands, shall be borne and paid by the said *Wolverhampton* Gaslight Company and the said *Wolverhampton* New Gas Company in equal Proportions; and either of such Two last-mentioned Companies who may pay the said Expences, or any Part thereof, may recover One equal Moiety of the Amount or Amounts so paid in an Action or Actions of Debt or on the Case against the other Company in any of Her Majesty's Courts of Record at *Westminster* in the same Manner as any other Debt due from such other Company, either on Specialty or simple Contract, might be recovered, together with the Costs of such Action or Actions.

Short Title of Act.

LIII. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments and other Proceedings, it shall be sufficient to refer to and describe it by the Title of "The *Wolverhampton* Gas Act, 1847."

Public Act.

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

LONDON: Printed by GEORGE E. EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1847.