



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

# VICTORIÆ REGINÆ.

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## *Cap. clvii.*

An Act to confer further Powers on the *Dukinfield*  
Gas Company. [10th July 1854.]

**W**HEREAS by a Deed of Settlement, dated the Tenth Day of Deed of Settlement dated 10th March 1853.  
*March* One thousand eight hundred and fifty-three, certain  
Persons formed themselves into a Joint Stock Company, by  
the Name of the *Dukinfield* Gas Company, for the Purpose of manufac-  
turing and supplying Gas in *Dukinfield* and the adjacent Townships,  
Districts, or Places, and of establishing Manufactories of Gas, with all  
necessary Buildings, Gasometers, Retorts, Pipes, Works, and Apparatus,  
and of selling and disposing of Coke and of all Products arising from  
Materials used in the Manufacture of Gas, with a Share Capital of Ten  
thousand Pounds, divided into One thousand Shares of Ten Pounds each,  
with Power to increase that Capital to the Extent of Ten thousand Pounds,  
and to borrow any Sums not exceeding in the whole Ten thousand  
Pounds: And whereas, on the Twenty-third Day of *March* One thousand  
eight hundred and fifty-three, the said Company was completely registered  
under the Act for the Registration, Incorporation, and Regulation of  
Joint Stock Companies: And whereas no such Increase of the Capital of  
the said Company as by the said Deed authorized has taken place: And  
whereas Calls have been made on the said One thousand Shares of Ten  
[Local.] 28 N Pounds

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Pounds each, and the Amount received on such Calls has been expended for the Purposes of the Undertaking of the said Company: And whereas the said Company have not borrowed any Money: And whereas the said Company have, at very considerable Expense, constructed and laid down Gasworks, Pipes, and other Apparatus, and are now supplying Gas in *Dukinfield*, and it is expedient that more effectual Powers should be conferred upon them for the Purposes of their existing Supply: And whereas it is also expedient that the said Company should be enabled to extend their Supply to the several Parishes, Townships, Divisions, Chapelries, Districts, and Places, and Parts of Parishes, Townships, Divisions, Chapelries, Districts, and Places herein-after specified: And whereas it is also expedient that the said Company should be empowered to raise further Monies for the Purposes of their Undertaking, and to alter the Number and nominal Amount of the Shares in their Capital; and the Holders of the existing Shares in the Company are desirous that their Shares of Ten Pounds each should be converted into Shares of Twenty Pounds each; 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, as follows; (that is to say,)

8 & 9 Vict.  
cc. 16. & 18.  
and  
10 & 11 Vict.  
c. 15. incor-  
porated.

I. That the several Acts of Parliament following, (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Gasworks Clauses Act, 1847," shall be incorporated with and form Part of this Act; and in construing those Acts respectively in connexion with this Act the Expression "the Special Act" shall mean this Act, the Expressions "the Company" and "the Undertakers" respectively shall mean the Company by this Act incorporated, and the Expressions "the Undertaking" and "the Gasworks" shall include all the Works of the Company executed and to be executed: Provided always, that nothing in the Lands Clauses Consolidation Act contained shall authorize the Company to take or use any Land, unless with the Consent of and by Agreement with the Owners, Lessees, and Occupiers thereof.

Same Mean-  
ing to Words  
in this Act as  
in incorpo-  
rated Acts.

II. That, except as in this Act otherwise provided, the several Words and Expressions to which Meanings are assigned by the said Acts incorporated herewith, or either of them, shall in this Act have the Meanings so assigned to them respectively, unless there be something in the Subject or Context repugnant to such Construction.

Construction  
of Terms.

III. That in this Act the Expression "the original Company" shall mean the Company or Partnership existing under the said Deed of Settlement immediately before the passing of this Act, and the Expression "the Company" shall mean the Company hereby incorporated, unless

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unless there be something in the Subject or Context repugnant to such Construction.

IV. That in citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Dukinfield Gas Act, 1854.*" Short Title.

V. That the Limits of this Act shall comprise and include so much and such Part of the Township of *Dukinfield* in the Parish of *Stockport* in the County of *Chester* as is not situate within the Limits of the Town of *Stalybridge*, as defined by the Local and Personal Act of the Ninth Year of King *George* the Fourth, Chapter 26, for lighting, watching, and otherwise improving the said Town, the Township of *Newton* in the Parish of *Mottram* in *Longdendale* in the same County, the Village or Place called *Hooley Hill*, and the Division of *Audenshaw*, both in the Parish of *Ashton-under-Lyne* in the County of *Lancaster*, the Chapelry or Township of *Denton* in the Parish of *Manchester* in the County of *Lancaster*, and the Township of *Haughton* in the said Chapelry of *Denton* in the before-named County of *Lancaster*, and adjacent to *Dukinfield* aforesaid: Provided always, that the Company shall not supply Gas within the said Village or Place called *Hooley Hill*, or the said Division of *Audenshaw*, without the previous Consent of the *Ashton Gas Company* under their Common Seal, notwithstanding that the Mains of the Company may be laid through the said Village or Place and Division.

VI. That the present Members of or Shareholders in the original Company, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking by this Act authorized, and their Executors, Administrators, Successors, and Assigns respectively, shall be and they are hereby united and incorporated into a Company, for the Purpose of making and supplying Gas within the Limits of this Act, and for doing all Acts necessary for that Purpose, and for other the Purposes by this Act and the said incorporated Acts authorized, by and under the Name of "The *Dukinfield Gas Company*," and by that Name shall be a Body Corporate with perpetual Succession, and shall have a Common Seal, and shall and may sue and be sued, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, subject to the Restrictions and Provisions herein and in the said incorporated Acts contained, but shall not after the passing of this Act be subject to any of the Clauses or Provisions of the Act for the Registration, Incorporation, and Regulation of Joint Stock Companies, or of any Act passed for amending that Act. Incorporation of Company.

VII. That all Lands, Works, Erections, Buildings, Rights, and Easements which immediately before the passing of this Act were vested in the original Company, or any Person on their Behalf, or to which the original Company were entitled, either at Law or in Equity, and all Present Property vested in Company incorporated by this Act.

Mains

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Mains and Pipes, Plugs, Lamps, Irons, Gasometers, Retorts, Meters, Lamp Posts, Apparatus, Matters, and Things which have been by them purchased or provided, laid down, erected, or placed, in any Place or House within the Limits of this Act, or which immediately before the passing of this Act were the Property of or belonging to the original Company, and all Monies, Securities, Credits, Effects, and other Property whatsoever belonging to the original Company, or to any Trustees on their Behalf for the Purposes of the original Company, shall be and the same are hereby vested in the Company to the same Extent, and for the same Estate and Interest as the same were previously to the passing of this Act vested in the original Company or any Trustees on their Behalf, and may be held, used, and enjoyed, maintained, altered, discontinued, or removed by the Company as they think fit, subject however to the Payment by the Company of the same Chief or Ground Rents, and to the Observance and Performance of the same Covenants, Conditions, and Agreements, as the original Company were or would have been liable to pay, observe, and perform if this Act had not been passed.

Deed of Settlement to be void without Prejudice to Remedies for antecedent Breaches thereof.

VIII. That, subject to the Provisions of this Act, the said Deed of Settlement and all registered Alterations of the same shall, as to any future or prospective Operations thereof, from and after the passing of this Act be wholly void and of none effect, and that the several Persons who shall have executed the same Deed, or any Deed accessory thereto, and their Heirs, Executors, and Administrators, shall immediately from and after the passing of this Act stand and be by virtue thereof released and discharged from any future Obligation to observe, perform, abide by, fulfil, or conform to the said Deed of Settlement, or the Covenants or Agreements therein contained, or any registered Alterations of the same, or any or either of them respectively.

Saving previous Rights and Liabilities.

IX. That, notwithstanding the Incorporation of the Company and the Avoidance of the said Deed of Settlement and of the registered Alterations thereof by this Act, and except as is by this Act otherwise expressly provided, everything before the passing of this Act done or suffered by or with reference to the original Company, or the Shareholders therein in that Capacity, shall be as valid as if the Company had not been incorporated, and the said Deed and Alterations had not been avoided by this Act; and such Incorporation and Avoidance, and this Act, respectively, shall accordingly be subject and without Prejudice to everything so done or suffered, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Company were not incorporated, and the said Deed and Alterations were not avoided by this Act, and this Act were not passed, would be incident to or consequent on any and every thing so done or suffered; and with respect to all such Rights, Liabilities, Claims, and Demands the Company shall, to all Intents and Purposes, represent the original Company and the Shareholders therein in their Capacity of Shareholders.

X. That

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X. That all Deeds, Contracts, Bonds, and Agreements entered into or made before the passing of this Act by or with the original Company, or any Trustees, or any Persons acting on behalf of the original Company, and now in force, shall be as binding and of as full Force and Effect in all respects against or in favour of the Company, and may be enforced as fully and effectually as if, instead of the original Company, or the Trustees or Persons acting in behalf of the original Company, the Company had been a Party thereto; and all Bodies Politic or Corporate, and all Persons whosoever, who immediately before the passing of this Act owed to the original Company any Rents or Remuneration for Gas, or for Meters, any Calls upon Shares, or any other Sums of Money, shall be liable for the Payment thereof to the Company, and in case of Nonpayment thereof, or of any Part thereof, the Company may proceed for the Recovery thereof, and recover the same, in such and the same Manner, and shall and may exercise the same Remedies in respect thereof, as if the same were due to the Company under the Provisions of this Act.

Contracts prior to Act to be binding.

XI. Provided always, That nothing in this Act contained shall release, discharge, or suspend any Action, Suit, or other Proceeding at Law or in Equity which shall be pending by or against the original Company, or any Member thereof, in relation to the Affairs of the original Company, or to which the original Company, or any Member thereof, in relation to such Affairs shall be Parties immediately before the passing of this Act; but any such Action, Suit, or other Proceeding may be maintained, prosecuted, or continued by, in favour of, or against the Company, (as the Case may be,) in the same Manner and as effectually and advantageously as the same might have been maintained, prosecuted, or continued by, in favour of, or against the original Company or any Members thereof if this Act had not been passed, the Company being, in reference to the Matters aforesaid, in all respects substituted for the original Company or the Members thereof.

Actions, &c. not to abate.

XII. That all Debts owing by the original Company immediately before the passing of this Act may be enforced against the Company in the same Manner as if such Debts had been incurred by the Company after the passing of this Act.

As to Recovery of Debts of original Company.

XIII. Provided always, That if any Judgment, Decree, or Order shall at any Time after the passing of this Act be obtained against the Company in respect of any Debt or Liability owing or incurred, or in respect of any Contract made or Tort committed by the original Company before the passing of this Act, and such Judgment, Decree, or Order shall not, after due Diligence for that Purpose shall have been used, be fully satisfied out of the Property and Effects of the Company, then and in every such Case such Judgment, Decree, or Order may be enforced, and Execution thereof issued against the Person, Property,

Judgments in respect of existing Liabilities may be enforced against individual Shareholders.

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and Effects of any Person who shall have been a Member of the original Company immediately before the passing of this Act, or at the Time at which the Contract shall have been made or Tort committed in respect of which such Debt or Liability shall have accrued or have been incurred, in the same Manner in all respects as if this Act had not been passed.

Shareholders  
against  
whom Exe-  
cution issued  
in respect of  
existing Lia-  
bilities to be  
reimbursed.

XIV. Provided also, That every Person against whom or against whose Property or Effects Execution upon any such Judgment, Decree, or Order as aforesaid shall have been issued, shall be entitled to recover against the Company all Loss, Damages, Costs, and Charges which such Person may have incurred by reason of such Execution, and that after due Diligence used to obtain Satisfaction thereof against the Property and Effects of the Company, such Person shall be entitled to Contribution for so much of such Loss, Damages, Costs, and Charges as shall remain unsatisfied from the several other Persons against whom Execution upon such Judgment, Decree, or Order obtained against the Company might also have been issued under the preceding Section, and that such Contribution may be recovered from such Persons as aforesaid, in the same Manner as Contributions in ordinary Cases of Copartnership.

Trustees of  
the Com-  
pany to be  
indemnified.

XV. That every Trustee or other Person in whom or in whose Name any Lands, Works, Erections, Buildings, or Property belonging to the original Company were vested immediately before the passing of this Act, and who shall have entered into any Bond, Covenant, Contract, or Engagement in respect of or with reference to such Lands, Erections, Buildings, or Property, or who shall have entered into any other Contract on behalf of the original Company, shall be indemnified and saved harmless out of the Funds or Property of the Company from all Liability, and against all Loss, Costs, Charges, and Expenses, which he may sustain, incur, or be put unto by reason or in consequence of his having entered into any such Bond, Covenant, Contract, or Engagement.

Capital.

XVI. That the Capital of the Company for the Purposes of this Act shall be Thirty thousand Pounds.

Number and  
Amount of  
Shares.

XVII. That the Number of Shares into which the said Capital shall be divided shall be One thousand five hundred, and the Amount of each Share shall be Twenty Pounds.

Shares to be  
appropriated  
to present  
Share-  
holders.

XVIII. That One thousand of such Twenty Pound Shares in the said Capital of the Company shall be allotted and distributed to and among the respective Members of the original Company in proportion (as regards Number) to and in substitution for their several Shares or Interests in the Joint Stock of the original Company immediately before the passing of this Act, One of such Twenty Pounds Shares being substituted

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substituted for every Share; and the existing Shares so allotted shall be deemed and taken to have been paid up to the same Extent to which the Shares for which the same are substituted were paid up at the Time of the passing of this Act; and no further Call shall be made on those One thousand Shares, after any other Shares are issued, until Calls shall have been made on the remaining Five hundred Shares, or so many of those Five hundred Shares as shall for the Time being be issued, to the same Extent as the Calls made on those One thousand Shares and the Shares for which those One thousand Shares are substituted at the Time of such Issue.

XIX. That, in order to effect such Allotment and Distribution as aforesaid as soon as may be after the passing of this Act, the Certificates of the existing Shares in the original Company shall be brought to the Secretary or Clerk of the Company to be cancelled, and such Secretary or Clerk shall and he is hereby required to deliver in lieu thereof Certificates for the new Twenty Pounds Shares created by virtue of this Act, in substitution for such existing Shares respectively, and such substituted Shares shall be in satisfaction for such existing Shares.

Certificates  
to be ex-  
changed.

XX. That the Allottee or Holder of each such new Share shall be liable to pay and shall pay the Difference between the total Amount paid on the Share for which such new Share is substituted and the nominal Amount of such new Share, when and as the same shall be called for.

As to Pay-  
ment of Calls  
on substi-  
tuted Shares.

XXI. That the remaining Five hundred Shares may from Time to Time be issued to such Persons and in such Manner as the Company, by Order of any Ordinary or Extraordinary Meeting, shall from Time to Time direct.

As to Issue  
of remaining  
Five hun-  
dred Shares.

XXII. That One Pound *per* Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders, and that Thirty Days at the least shall intervene between the making of any Two successive Calls, and not more than Three Fourths of the nominal Amount of a Share shall be called up in any One Year.

Calls.

XXIII. That (with reference to the Clauses of the Gasworks Clauses Act, 1847, with respect to the Amount of Profits to be received by the Undertakers when the Gasworks are carried on for their Benefit) the prescribed Rate of Profits to be divided among the Undertakers in any Year shall be Ten Pounds in the Hundred by the Year, on the Capital in the Undertaking for the Time being paid up, until the Capital so paid up exceeds Twenty thousand Pounds; and when the Capital so paid up exceeds Twenty thousand Pounds, the prescribed Rate shall be Ten Pounds in the Hundred by the Year on the Twenty thousand Pounds first

As to Rate  
of Divi-  
dends.

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first paid up, and Eight Pounds in the Hundred by the Year on the Residue of the Capital so paid up.

Power to borrow Money on Mortgage.

XXIV. That it shall be lawful for the Company to borrow on Mortgage or Bond, for the Purposes of this Act, any Sum of Money not exceeding in the whole the Sum of Eight thousand Pounds, but no Part of such Sum shall be raised until the whole of the Capital shall have been subscribed for, and One Half thereof actually paid up.

Application of Money.

XXV. That all Money raised under the Powers of this Act by Shares or borrowing shall be applied only to the Purposes of the Undertaking by this Act authorized.

Number and Qualification of Directors.

XXVI. That (subject to the Provisions herein contained for reducing the Number of Directors) the Number of Directors shall be Seven, and the Qualification of a Director shall be the Possession in his own Right of Ten Shares at least in the Undertaking.

Power to vary the Number of Directors.

XXVII. That it shall be lawful for the Company from Time to Time to reduce the Number of Directors, but the whole Number of Directors after any such Reduction as aforesaid shall not be less than Five.

First Directors.

XXVIII. That the Persons who at the Time of the passing of this Act are the Directors of the original Company shall be the First Directors of the Company.

Quorum of Directors.

XXIX. That a Quorum of a Meeting of Directors shall be Three.

Officers to continue.

XXX. That every Secretary, Clerk, Treasurer, and Officer appointed by the original Company, and in Office at the Time of the passing of this Act, shall hold and enjoy his Office and Employment, with the Salary thereunto annexed, and be deemed an Officer of the Company until he be removed from such Office, and 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 were appointed under this Act.

Company may appoint and remove Officers.

XXXI. That the Company may from Time to Time appoint and remove any Secretary and other Officers and Servants for the Purposes of their Undertaking.

First and other Meetings.

XXXII. That with respect to the General Meetings of the Company, the First General Meeting of the Shareholders of the Company shall be held within Three Months after the passing of this Act, and a General Meeting shall be held in the Month of *March* in each Year, and at such other



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other stated Periods as shall be appointed for that Purpose by an Order of any General Meeting or by the Directors; and all Meetings, whether ordinary or extraordinary, shall be held within the said Township of *Dukinfield*, and the Quorum for every Meeting of the Company shall be Six Shareholders.

XXXIII. That each Shareholder shall have One Vote in respect of each Share held by him. Scale of Voting.

XXXIV. That the Company may from Time to Time allow to the Auditors such Remuneration as the Company may think fit. Remuneration of Auditors.

XXXV. That, subject to the Provisions in this Act and the incorporated Acts contained, the Company may, by Agreement and not otherwise, purchase, hold, and use Lands and Buildings to any Extent, not exceeding Five Acres, and may manufacture Gas, and may supply Gas, within the Limits of this Act, and may sell, manufacture, and dispose of the Coke and other Residuum arising, remaining, or to be obtained from the Materials used in the Manufacture of Gas, in such Manner as the Company may think fit, and may provide, do, and perform all Acts, Matters, and Things requisite or desirable for those Purposes: Provided always, that nothing in this Act contained shall authorize the Company to erect any Works for the Manufacture of Gas elsewhere than on the Land in the said Township of *Dukinfield*, which, immediately before the passing of this Act, was held by or in trust for the original Company, without the Consent of the Owners and Occupiers of all Dwelling Houses within Three hundred Yards of the Boundary of any such intended Gasworks. Company may maintain Works.

XXXVI. That the Company may demand and receive for the Supply of Gas such Rents or Remuneration, not exceeding in respect of Gas consumed by Meter the Sum of Five Shillings for every One thousand Cubic Feet, as may be agreed upon between them and the Person requiring such Supply. Rents for Gas.

XXXVII. That every Consumer of the Gas supplied by the Company shall, upon being required by the Company by Notice in Writing so to do, consume the Gas so supplied by Meter, to be provided either by the Company at the Expense of the Consumer, or, at the Option of the Consumer, by the Consumer, and approved by the Company. Company may require Consumers to use Meters.

XXXVIII. That, subject to the Provisions in this Act and the incorporated Acts contained, the Company may lay any Pipe, Branch, or other Apparatus from any Main or Branch Pipe into, through, or against any Building, for the Purpose of lighting the same, and may 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

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of such Supply, and may from Time to Time repair, replace, alter, or discontinue, and remove any such Pipe, Branch, or Apparatus.

For Protection of the Manchester, Sheffield, and Lincolnshire Railway Company.

XXXIX. That the Powers of the Company under the Gasworks Clauses Act, 1847, for entering upon any Land dedicated to public Use, or of laying down Pipes or constructing other Works therein, shall not be exercised with respect to any Land belonging to the *Manchester, Sheffield, and Lincolnshire* Railway Company, whether used as a Railway, Canal, Towing-path, Road, Station, or otherwise, without the Consent of that Company for that Purpose first had and obtained, which Consent the Directors of that Company at any Meeting of such Directors are hereby empowered to give.

Undisputed Rates, &c., may be recovered by Distress.

XL. That all Gas Rates or Rents or Remuneration for Gas due to the Company, and all Damages, Costs, and Expenses by this Act, or any Act incorporated herewith, directed to be paid, and all Costs of furnishing and fixing any Gas Meters or Pipes, and the Amount of which shall not be disputed, may be levied by Distress, and any Justice on Application shall issue his Warrant accordingly.

Costs of Proceedings may be included in Warrant of Distress.

XLI. That any Justice who shall issue any Warrant of Distress for the Recovery of any Money payable under this Act, or any Act incorporated herewith, shall order that the Costs of the Proceedings for the Recovery of such Money shall be paid by the Person liable to pay such Sum of Money; and such Costs shall be ascertained by such Justice, and shall be included in the Warrant of Distress for the Recovery of such Money.

Sums not exceeding 50*l.* may be recovered in County Courts.

XLII. That nothing in this Act or any Act incorporated herewith contained shall prevent the Company from recovering any Sum of Money, not exceeding Fifty Pounds, which shall be due to them for Gas Rates or Rents, Damages, Costs, or Expenses, or for the furnishing or fixing of any Gas Meter or Pipes, by Action or Proceeding in such Manner as is by Law provided for the Recovery of Debts not exceeding Fifty Pounds.

Expenses of Act.

XLIII. That all Costs, Charges, and Expenses incident to the applying for and passing of this Act shall be paid by the Company.

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LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1854.