



ANNO VICESIMO & VICESIMO PRIMO

# VICTORIÆ REGINÆ.

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## *Cap. xii.*

An Act to incorporate the *Guildford* Gaslight and Coke Company, and to confer upon them further Powers for the Supply of Gas to *Guildford* and the Vicinity. [26th June 1857.]

**W**HEREAS by a Deed of Settlement dated the First Day of *January* One thousand eight hundred and twenty-four certain Persons entered into a Copartnership under the Style or Name of the *Guildford* Gaslight and Coke Company, for the Purpose of supplying the Town of *Guildford* and the Parts adjacent with inflammable Air or Gas; and by that Deed the Capital of the said Company or Copartnership was declared to be Three thousand five hundred Pounds, divided into One hundred and forty Shares of Twenty-five Pounds each, with Power to increase that Capital to any Extent, subject to the Approbation of a General Meeting of the Members of the said Copartnership, and to apply for an Act of Parliament for the Purpose of incorporating the said Company or Copartnership, and for better enabling them to effect all or any of the Purposes therein-before expressed: And whereas the Capital of the said Company or Copartnership has accordingly been increased by the Creation of Sixteen Shares of Twenty-five Pounds each in the Year One thousand eight hundred and twenty-four, of

Deed of Settlement, dated 1st Jan. 1824.

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*The Guildford Gas Act, 1857.*

One hundred and fifty-six Shares of Twenty-five Pounds each in the Year One thousand eight hundred and fifty-four, and of Forty Shares of Twenty-five Pounds each in the Year One thousand eight hundred and fifty-five, and consequently the Capital of the said Company or Copartnership now consists of the Sum of Eight thousand eight hundred Pounds, divided into Three hundred and fifty-two Shares of Twenty-five Pounds each: And whereas all the said Shares have been fully paid up: And whereas the said Company or Copartnership have borrowed on Mortgage of their Lands and Works the Sum of One thousand two hundred Pounds, but of that Sum Eight hundred Pounds only now remains due: And whereas, in addition to the Expenditure on their Undertaking of the Sums paid upon the said Three hundred and fifty-two Shares, the said Company or Copartnership have, out of their Revenue and Income, which if not so appropriated would have been applicable to Dividend, paid off Four hundred Pounds, Part of the said Sum of One thousand two hundred Pounds, and expended upon their permanent Works a Sum of Six hundred and fifty-six Pounds and upwards, making together the aggregate Sum of One thousand and fifty-six Pounds: And whereas the said Company or Copartnership have, at considerable Expense, constructed and laid down Gasworks, Pipes, and other Apparatus, and are now supplying Gas in the Town of *Guildford* (including the Parishes or Places of *Holy Trinity*, *Saint Mary*, and *Saint Nicholas*), and *Stoke next Guildford* in the County of *Surrey*; and it is expedient that the Limits of the District within which they may supply Gas should be more accurately defined, and that effectual Powers should be conferred upon them for the Purposes of such Supply: And whereas it is also expedient that the said Company or Copartnership should be authorized to extend their Works, and to acquire additional Lands for Approaches to their Works: And whereas it is also expedient that the said Company or Copartnership should be empowered to raise further Monies for the Purposes of their Undertaking, and that as an Equivalent for the said Sum of One thousand and fifty-six Pounds so applied out of their divisible Income and Profits as aforesaid, new Shares of the aggregate Amount of One thousand and fifty-six Pounds, bearing a fixed preferential Dividend at the Rate of Five Pounds *per Centum per Annum*, should be appropriated to the Holders of the said Three hundred and fifty-two Shares; 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.

I. The several Acts of Parliament following, (that is to say,) "The Companies Clauses Consolidation Act, 1845," (except the Sections of that



*The Guildford Gas Act, 1857.*

that Act numbered 83 and 88, relating to the Election and Rotation of Directors), "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, and also in construing 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; the Words "Gas" shall include inflammable Air; and the Expressions "the Undertaking," "the Gasworks," shall include all the Works of the Company executed and to be executed; and the Expression "Quarter Sessions" shall mean the Court of General or Quarter Sessions of the Peace holden for the Borough of *Guildford*.

and  
10 & 11 Vict.  
c. 15. incor-  
porated.

II. 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 or inconsistent with such Construction.

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

III. In this Act the Expression "the original Company" shall mean the Company or Copartnership existing under the said Deed of Settlement immediately before the passing of this Act.

"The ori-  
ginal Com-  
pany."

IV. In citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Guildford Gas Act, 1857.*"

Short Title.

V. The Limits of this Act shall comprise and include the Town of *Guildford* (including the Parishes of *Saint Mary, Saint Nicholas, and Holy Trinity*) in the County of *Surrey*, and the Parishes of *Stoke next Guildford, Shalford, and Merrow* in the County of *Surrey*, adjacent to the Town of *Guildford*, and within those Limits the Company may supply Gas for public or private Purposes.

Limits of  
Act.

VI. 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, 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 *Guildford Gaslight and Coke 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

Incorporation of Com-  
pany.

*The Guildford Gas Act, 1857.*

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.

Property of  
old Company  
vested in  
Company in-  
corporated  
by this Act.

VII. All Lands, Works, Erections, Buildings, Rights and Easements, Monies, Securities, Credits, Choses in Action, Deeds, Books, Accounts, Maps, Papers and Effects, Claims, or Demands of or to which immediately before the passing of this Act the original Company, or any Persons on their Behalf, were seised, possessed, or in anywise entitled, either at Law or in Equity, and all Mains and Pipes, Plant, Plugs, Lamps, Irons, Gasometers, Retorts, Gauges, 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, 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, according to the Provisions of this Act, be held and enjoyed, sued for, and recovered, maintained, altered, discontinued, or removed by the Company as they think fit.

Deed of  
Settlement  
to be void  
without pre-  
judice to  
Remedies for  
antecedent  
Breaches  
thereof.

VIII. Subject to the Provisions of this Act, the said Deed of Settlement shall, as to any future or prospective Operation thereof, from and after the passing of this Act be wholly void and of none Effect; and the several Persons who have executed the same Deed, 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 or either of them.

Saving pre-  
vious Rights  
and Liabili-  
ties.

IX. Notwithstanding the Incorporation of the Company, and the Avoidance of the said Deed of Settlement 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 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 were not avoided by this Act, and this Act were not passed, would be



*The Guildford Gas Act, 1857.*

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: Provided always, that the Generality of the Provisions of this Enactment shall not be confined or restricted by any other Provisions of this Act.

X. All Purchases, Conveyances, Grants, Assurances, Deeds, Contracts, Bonds, and Agreements entered into or made before the passing of this Act by, to, or with the original Company, or any Trustees or 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 on behalf of the original Company, the Company had been a Party thereto.

Contracts prior to passing of this Act to be binding.

XI. Nothing in this Act contained shall release, discharge, or suspend any Action, Suit, or other Proceeding at Law or in Equity which was 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, were 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. All Gas Rates and Rents which immediately before the passing of this Act were due and payable, or accruing to the original Company, shall be payable to and may be collected and recovered by the Company in like Manner as the Gas Rates and Rents under this Act.

Gas Rates, &c. to be recovered.

XIII. All Persons who immediately before the passing of this Act owed any Money to the original Company, or to any Person on their Behalf, shall pay the same, with all Interest (if any) due and payable or accruing for the same, to the Company, and all Debts and Monies which immediately before the passing of this Act were due or owing or recoverable from the original Company, or for the Payment of which the original Company are or but for this Act would be liable,

Payment of Debts.

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shall



*The Guildford Gas Act, 1857.*

shall be paid, with all Interest (if any) due or payable or accruing for the same, by or be recoverable from the Company.

Certificates,  
&c. to re-  
main in  
force.

XIV. Notwithstanding the Avoidance of the recited Deed of Settlement, all Certificates, Sales, Transfers, and Dispositions heretofore made or executed under that Deed of or with respect to any Shares in the original Company shall remain in full force, and continue and be available in all respects as if that Deed had not been avoided.

Officers of  
old Company  
to continue  
until re-  
moved.

XV. All Officers and Servants of the original Company who were in Office immediately before the passing of this Act shall hold and enjoy their respective Offices and Employments, together with the Salaries and Emolument thereunto annexed, until they shall resign the same or be removed therefrom, and shall have the like Powers and Authorities for the Purposes of this Act, and for carrying the same into execution, and shall be subject and liable to the like Conditions, Obligations, Pains, and Penalties, and to the like Powers of Removal, and to the like Rules, Restrictions, and Regulations in all respects whatsoever, as if they had been appointed under this Act.

Judgments  
in respect of  
existing Lia-  
bilities may  
be enforced  
against indi-  
vidual Share-  
holders.

XVI. 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, and Effects of any Person who was 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, to the same Extent, and during the same Period in all respects as if this Act had not been passed.

Reimburse-  
ment of  
Shareholders  
against  
whom Exe-  
cution issued  
in respect of  
existing  
Liabilities.

XVII. 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 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



*The Guildford Gas Act, 1857.*

Company might also have been issued under the preceding Section, and such Contribution may be recovered from such other Persons as aforesaid in the same Manner as Contributions in ordinary Cases of Copartnership.

XVIII. 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 (being duly authorized so to do) shall have entered into any Bond, Covenant, Contract, or Engagement in respect of or with reference to such Lands, Erections, Buildings, or Property, or for any other Purpose 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.

Trustees of the Company to be indemnified.

XIX. The Capital of the Company shall be Twenty thousand Pounds, and Eight thousand eight hundred Pounds, Part of that Capital, shall be divided into Three hundred and fifty-two Shares of Twenty-five Pounds each, which shall be distinguished as Class A. Shares, and One thousand and fifty-six Pounds, other Part of that Capital, shall be divided into Three hundred and fifty-two Shares of Three Pounds each, which shall be distinguished as Class B. Shares, and both the Class A. Shares and the Class B. Shares shall be deemed fully paid-up.

Capital.

XX. The Class A. Shares and Class B. Shares shall be appropriated and belong to the several Persons and Corporations who immediately before the passing of this Act were the Holders of the then existing Shares in the Capital of the original Company, in the Proportion of One Class A. Share and One Class B. Share in substitution for each such then existing Share held by them respectively immediately before the passing of this Act.

Appropriation of Shares.

XXI. The Class B. Shares shall entitle the Holders thereof to a fixed perpetual preferential Dividend, after the Rate of Five Pounds in the Hundred by the Year, to be paid before any Dividend shall be paid by the Company on any other Share in the Capital.

Preference Dividend on Class B. Shares.

XXII. The Holders of Shares in the original Company existing before the passing of this Act shall not be entitled to any Certificates of Proprietorship under this Act until they shall have delivered up to the Company for Cancellation the Certificates of Proprietorship issued to them before the passing of this Act, or shall have proved to the reasonable

Old Certificates to be delivered up before new ones granted.



*The Guildford Gas Act, 1857.*

reasonable Satisfaction of the Company the Loss or Destruction thereof.

Substituted Shares to be held on same Trusts, &c. as old Shares.

XXIII. Every substituted Share shall vest in the Person or Corporation entitled thereto upon the same Trusts and subject to the same Powers, Provisions, and Liabilities as those which immediately before the passing of this Act affected the then existing Share for which it is substituted, and so as to give effect to and not to revoke any Will or testamentary Disposition of or affecting such then existing Share.

As to the Creation of new Shares.

XXIV. Subject to the Provisions of this Act, the Company may from Time to Time, with the Consent of Three Fifths at least of the Votes of the Shareholders present, in Person or by Proxy, at any General Meeting of the Company specially convened for that Purpose, raise by the Creation and Issue of new Shares such Part of the Capital of the Company as shall not for the Time being have been raised, and may create the new Shares either of One Class and with the like Privileges, or of several Classes and with different Privileges, and of the same or different Amounts respectively, and with any fixed, fluctuating, contingent, guaranteed, preferential, perpetual, terminable, or other Dividend or Interest, as the Company from Time to Time shall think fit, and may from Time to Time (subject to the Provisions of this Act) fix, as they think fit, the Amounts and Times of Payment of the Calls on the new Shares: Provided always, that all the Shares of the same Class shall be of like Amount, and all the Shares of the same Class shall confer like Privileges, and bear the like Dividend or Interest: Provided also, that any such fixed, guaranteed, or preferential Dividend or Interest shall not exceed the Rate of Five Pounds in the Hundred by the Year on the Amount for the Time being paid up on the Shares to which the same shall be attached; but this present Provision shall not prevent the Company from admitting the Holders of such Shares to participate (to such Extent, if any, as shall be authorized by Three Fifths of the Votes of Shareholders present, personally or by Proxy, at such Meeting, or at any other General Meeting of the Company specially convened for the Purpose of authorizing such Participation) in such Part of the Profits of the Company as shall remain applicable to Dividend, after paying or providing for all fixed, guaranteed, or preferential Dividends or Interest payable by the Company, and also for a Dividend on the Class A. Shares of the Company, at a Rate equal to the highest Rate of fixed guaranteed or preferential Dividend or Interest for the Time being payable by the Company.

Saving Preference on Class B. Shares.

XXV. Provided always, That any Preference or Priority in the Payment of Interest or Dividend which may from Time to Time be granted in respect of any new Shares in pursuance of this Act shall not







*The Guildford Gas Act, 1857.*

the Undertakers, where the Gasworks are carried on for their Benefit, the prescribed Rate of Profits to be divided among the Undertakers shall be, as regards the Class A. Shares, Ten Pounds in the Hundred by the Year, as regards the Class B. Shares, Five Pounds in the Hundred by the Year, and as regards all other Shares in the Capital of the Company, Seven Pounds and Ten Shillings in the Hundred by the Year on the Amount for the Time being paid up on those other Shares, unless larger Dividends shall be at any Time necessary to make up the Deficiency of any previous Dividends which shall have fallen short of the said prescribed Rates; but no such Deficiency shall be made up at any Time after the Expiration of Three Years from the Period when the same occurred.

Receipts of  
Guardians,  
&c. to be  
sufficient  
Discharges.  
Calls.

XXXII. If any Money be payable to a Shareholder, being a Minor, Idiot, or Lunatic, the Receipt of his respective Guardian or Committee shall be a sufficient Discharge to the Company for the same.

XXXIII. No One Call to be made upon or in respect of any new Share created under the Powers of this Act shall exceed One Fourth of the Amount or nominal Value of such Share, and the Interval between successive Calls shall be not less than Two Months, and not more than Three Fourths of the Amount of a Share shall be called up in any One Year.

Power to  
borrow on  
Mortgage  
forthwith.

XXXIV. And whereas the Capital actually paid up and expended by the original Company for the Purposes of their Undertaking, previously to the passing of this Act, amounted to the Sum of Eight thousand eight hundred Pounds, besides the Amount so appropriated out of their Income or Revenue as aforesaid, and the existing Mortgage Debt of the original Company amounts only to the Sum of Eight hundred Pounds: Therefore the Company may at any Time, and from Time to Time, after the passing of this Act, borrow, on Mortgage or Bond, any Sums not exceeding in the whole (until the whole of the additional Capital of Ten thousand one hundred and forty-four Pounds to be raised by new Shares shall have been subscribed for, and One Half thereof shall be paid up,) Two thousand Pounds, inclusive of the said Sum of Eight hundred Pounds, or such Part thereof as for the Time being may remain due.

Further  
borrowing  
Powers.

XXXV. When and so soon as the whole of the additional Capital of Ten thousand one hundred and forty-four Pounds shall have been subscribed for, and One Half thereof shall have been paid up, the Company may from Time to Time borrow, on Mortgage or Bond, for the Purposes of their Undertaking, any further Sums of Money, not exceeding in the whole, together with any Sums previously borrowed by them on Mortgage or Bond and remaining due, the Sum of Five thousand Pounds.

XXXVI. The



*The Guildford Gas Act, 1857.*

XXXVI. The Mortgage granted by the original Company before the passing of this Act shall, during the Continuance thereof, and as regards the Lands, Works, and Hereditaments therein comprised, and to the Extent of the Sum for the Time being remaining due thereon, have Priority over all Mortgages to be granted by virtue of this Act.

Former  
Mortgage  
to have  
Priority.

XXXVII. If the Company pay off any Sums borrowed by them on Mortgage or Bond they may again borrow the Sums so paid off, and so from Time to Time as often as Occasion shall require.

Company  
may rebor-  
row Sums  
paid off.

XXXVIII. All Money to be raised under the Provisions of this Act, whether by means of Shares or by Exercise of the Powers of borrowing, shall be applied to the Purposes by this Act authorized, and to no other Purpose.

Application  
of Sums  
raised.

XXXIX. The First Ordinary General Meeting of the Shareholders of the Company shall be held in the Month of *September* next after the passing of this Act, and the future Ordinary General Meetings shall be held in the Months of *March* and *September* in every Year.

General  
Meetings.

XL. The Balance Sheet to be produced at the First Ordinary General Meeting or any Adjournment thereof shall embrace and extend to the Transactions of the Company during the Period intervening between the General Meeting of the original Company, held in the Month of *November* One thousand eight hundred and fifty-six, and the Twenty-fourth Day of *June* One thousand eight hundred and fifty-seven, and the Balance Sheet to be produced at each subsequent Ordinary General Meeting shall embrace and extend to the Transactions of the Company during the Half Year immediately preceding such One of the usual Quarter Days as shall have occurred next before the Meeting at which such Balance Sheet is to be produced.

Extent of  
Balance  
Sheets.

XLI. The Quorum to constitute a General Meeting of the Shareholders of the Company shall be Five Shareholders, holding in the aggregate not less than Five hundred Pounds paid-up Capital.

Quorum of  
Meetings.

XLII. At all General Meetings of the Company the Shareholders shall be entitled to vote according to the following Scale; (that is to say,)

Scale of  
voting.

Every Holder of paid-up Capital of the aggregate Amount of Twenty-five Pounds and less than One hundred Pounds shall have One Vote:

Every Holder of paid-up Capital of the aggregate Amount of One hundred Pounds and less than Two hundred and fifty Pounds shall have Two Votes:

Every



*The Guildford Gas Act, 1857.*

Every Holder of paid-up Capital of the aggregate Amount of Two hundred and fifty Pounds or more shall have Three Votes :  
But no Person shall have any Vote in respect of Stock or paid-up Capital, or both, amounting in the aggregate to less than Twenty-five Pounds.

Requisition  
for Extra-  
ordinary  
Meetings.

XLIII. The Number of Shareholders on whose Requisition an Extraordinary General Meeting may be convened shall be Three or more Shareholders holding Shares in the Capital of the Company of the aggregate nominal Value of Seven hundred and fifty Pounds at the least.

Number and  
Qualification  
of Directors.

XLIV. The Number of Directors, until reduced under the Power herein-after contained, shall be Five, and the Qualification of a Director shall be the Possession in his own Right of paid-up Capital in the Undertaking of the aggregate Amount of One hundred Pounds at the least.

Number of  
Directors  
may be re-  
duced.

XLV. The Company may from Time to Time, by Vote of any General Meeting, reduce the Number of Directors, provided that the Number when so reduced be not less than Three.

Quorum of  
Meeting of  
Directors.

XLVI. The Quorum of a Meeting of Directors shall be Three until the Number of the Directors be reduced to Three, and then the Quorum of a Meeting of Directors shall be Two.

First Direc-  
tors.

XLVII. The Persons who at the Time of the passing of this Act are the Managers of the Company shall be the First Directors of the Company, and they shall continue in Office until the First Ordinary Meeting in *September* held after the passing of this Act.

Election of  
Directors.

XLVIII. At the First Ordinary General Meeting in the Month of *September* held after the passing of this Act, and at the Ordinary General Meeting in the Month of *September* in every subsequent Year, all the Directors for the Time being shall retire from Office ; and the Shareholders present, personally or by Proxy, shall elect a new Body of Directors, and the several Persons elected Directors at any such Meeting, being neither removed, disqualified, dead, nor incompetent, and not having resigned, shall continue to be Directors until others are elected in their Stead.

Re-election  
of Directors.

XLIX. The Directors so retiring shall be eligible for Re-election immediately or at any future Time.

Representa-  
tion of Com-  
pany in

L. In all Proceedings against the Estate of any Bankrupt or Insolvent, or under any Fiat, Sequestration, or Act of Insolvency, any  
Person



*The Guildford Gas Act, 1857.*

Person appointed for that Purpose by the Company under their Common Seal may represent the Company and act in their Behalf in all respects as if the Claim or Demand of the Company against such Estate were the Claim or Demand of such Person, and not of the Company. Bankruptcy, &c.

LI. The Company may, for the Purposes of their Undertaking, purchase, take, and hold the Lands and Hereditaments specified in the Third Part of the Schedule to this Act, either by Agreement or otherwise, and may also (by Agreement, but not otherwise) purchase, take, and hold any other Lands and Hereditaments, not exceeding in the whole Two Acres, which the Company may from Time to Time require for the Purposes of their Works and Undertaking. Power to purchase Lands.

LII. The Powers by this Act granted to the Company for the compulsory Purchase of the Lands and Hereditaments specified in the Third Part of the Schedule to this Act shall not be exercised after Two Years from the passing of this Act. Period for compulsory Purchases limited.

LIII. And whereas the Company will not require the Soil of the Pieces of Land coloured Green on the Plan mentioned in the Third Part of the said Schedule, but only a Right of Way over and of laying Pipes under the same: Therefore the Persons empowered by "The Lands Clauses Consolidation Act, 1845," to convey Lands, shall have full Power to grant, for the Purposes of this Act, any Easement, Liberty, Privilege, Power, or Authority in perpetuity in or over those Pieces of Land, in consideration of an annual Rent or Remuneration: Provided always, that the Company may subsequently purchase the Release or Discharge of the Rent or Remuneration, Covenants, and Stipulations contained in any such Grant. Owners may grant Lands for Rent-charges.

LIV. Upon any such Grant made by any Person under any Disability or Incapacity, and not having Power to sell or convey any Easement in, over, or in respect of the said Pieces of Land, except under the Provisions of this Act, there shall be reserved the best fixed yearly Rent or Remuneration for or in respect of the Premises thereby granted, and no Fine, Premium, or Foregift shall be paid upon or in respect of such Grant, such Rent or Remuneration being not less than shall be determined by Two able practical Surveyors, or their Umpire, in accordance with the Provisions of "The Lands Clauses Consolidation Act, 1845," with respect to the Purchase of Lands by Agreement. Consideration for any such Grant.

LV. The Company may from Time to Time maintain, alter, improve, enlarge, extend, or discontinue their now existing Gasworks, and (subject to the Restrictions herein-after contained) may Powers as to Construction of Gasworks, &c.

[*Local.*] *U u* make,



*The Guildford Gas Act, 1857.*

make, erect, lay down, provide, and maintain additional and other Gasworks, and also Retorts, Gasometers, Receivers, Drains, Sewers, Mains, Pipes, Meters, Lamps, Lamp Posts, Burners, Stopcocks, Machinery, and other Works and Apparatus, Houses, Buildings, and Approaches, and may do all such Acts as they think proper for making and storing Gas, and for supplying Gas within the Limits of this Act, and may make, store, and supply Gas accordingly, and may manufacture, sell, provide, supply, and deal in Coke, Coal, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Oil, and all other Products and Residuum of any Materials employed in or resulting from the Manufacture of Gas, and also Meters, Fittings, Tubes, Pipes, and other Articles and Things in any way connected with Gasworks or with the Supply of Gas, as they from Time to Time think fit.

Restriction  
on Erection  
of new  
Works.

LVI. 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 Lands specified respectively in the First and Second Parts of the Schedule to this Act.

Power to lay  
Pipes against  
Buildings.

LVII. The Company, with the Consent of the Owner and Occupier of any Building, may lay any Pipe, Branch, or other necessary Apparatus from any Main or Branch Pipe into, through, or against such Building for the Purpose of lighting it, and may, with the like Consent, provide and set up any Apparatus necessary for securing to such Building a proper and complete Supply of Gas, and for measuring and ascertaining the Extent of such Supply, and may, with the like Consent, from Time to Time repair, replace, alter, or discontinue and remove any such Pipe, Branch, or Apparatus.

Gas to be  
consumed by  
Meter on  
Request.

LVIII. Every Consumer of Gas supplied by the Company shall, on Request in Writing by the Company, consume the Gas supplied to him by Meter; and all such Meters and all Service Pipes shall be provided by the Company at the Expense of the Consumer, or (at the Option of the Consumer) by the Consumer, and approved by the Company, and shall in each Case be maintained to the Satisfaction of the Company, and may from Time to Time be examined and tested by them.

Penalty for  
tampering  
with Meters.

LIX. Every Person who shall knowingly and wilfully prevent any Meter from duly registering the Quantity of Gas supplied shall for every such Offence forfeit and pay to the Company any Sum not exceeding Five Pounds, and the Existence of artificial Means for causing such Prevention shall, where such Meter shall be under the Custody or Control of the Consumer, be *primâ facie* Evidence that the same has been knowingly and wilfully caused by the Consumer using such Meter.

LX. In



*The Guildford Gas Act, 1857.*

LX. In all Cases in which the Company are by "The Gasworks Clauses Act, 1847," incorporated with this Act, authorized to cut off and take away the Supply of Gas from any House, Building, or Premises, then if such House, Building, or Premises be unoccupied the Company, their Agents, Servants, or Workmen, after giving Twenty-four Hours previous Notice to the Owner, by serving the Notice on him, or if the Owner be not known to the Company, by affixing the same for Three Days on some conspicuous Part of such House, Building, or Premises, may enter into such Building or Premises between the Hours of Nine in the Forenoon and Four in the Afternoon, and remove and carry away any Pipe, Meter, or Fittings, or other Works the Property of the Company, making Compensation to such Owner for any Damage which may be occasioned to him thereby.

Company may remove Pipes from unoccupied Premises on giving Notice to Owner.

LXI. Penalties imposed on the Company for one and the same Offence by several Acts of Parliament shall not be cumulative, and for this Purpose this Act and the Acts incorporated therewith shall be deemed several Acts.

Penalties not cumulative.

LXII. The maximum Price at which Gas shall be sold by the Company to all Persons who shall burn the same by Meter shall not exceed Six Shillings and Sixpence *per* Thousand Cubic Feet.

Maximum Price of Gas.

LXIII. All the Gas supplied by the Company shall be of such Quality as to produce from an Argand Burner having Fifteen Holes and a Seven Inch Chimney, or other approved Burner and Chimney, and consuming Five Cubic Feet of Gas *per* Hour, a Light equal in Intensity to the Light produced by Twelve Sperm Candles of Six in the Pound, burning One hundred and twenty Grains *per* Hour.

Quality of Company's Gas.

LXIV. The Company shall, within Six Months from the passing of this Act, cause to be erected in some convenient Part of their Works an experimental Meter, furnished with an Argand Fifteen Hole Burner and a Seven Inch Chimney, or other approved Burner and Chimney, capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus for testing the illuminating Power of the Gas.

Company to erect a Meter to test Purity of Gas.

LXV. It shall at any Time be lawful for the Mayor, Aldermen, and Burgesses of the Borough of *Guildford* (herein-after called the Corporation), by Order in Writing, to appoint some competent Person, not being a Member or Officer or Servant of the Corporation, to proceed to the Works of the Company, and the Person so appointed, on giving Six Hours previous Notice in Writing to the Company, may, at any reasonable Hour in the Daytime, on producing the said Order,

Power to Corporation to test the Purity of the Gas.

enter



*The Guildford Gas Act, 1857.*

enter on the Premises of the Company, and in the Presence of the Superintendent or other Officer of the Company make Experiments of the illuminating Power of the Gas by means of the experimental Meter and other Apparatus before mentioned; and the Company and their Officers shall afford all reasonable Facilities and Assistance to the making of such Experiment; and if it shall be proved to the Satisfaction of any Two Justices, not being Directors or Shareholders of the Company, after hearing the Parties, that the illuminating Power of the Gas supplied by the Company did not, when so tested as aforesaid, equal the illuminating Power by this Act prescribed, or that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, in any such Case the Company shall forfeit such Sum, not exceeding Twenty Pounds, as the said Justices shall determine.

Cost of Experiment to be paid according to Event.

LXVI. The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Costs of the Proceedings before the Justices, shall be ascertained by such Justices, and in the event of any Penalty being imposed on the Company, shall be paid together with such Penalty by the Company; but in the event of the Gas being found when tested to be of not less illuminating Power than is by this Act prescribed, such Costs shall be awarded to be paid by the Corporation to the Company, and shall be paid or levied accordingly.

Sums undisputed may be recovered by Distress.

LXVII. All Sums of Money due to the Company for the Supply of Gas, or for the Hire or fixing of Meters or Fittings, and all Damages, Costs, and Expenses by this Act or any Act incorporated herewith directed to be paid, and the Amount of which shall not be disputed, may be levied by Distress, and any Justice on Application may issue his Warrant accordingly.

Contents of Warrants.

LXVIII. Any One Warrant issued for any of the Purposes of this Act may contain in the Body thereof or in a Schedule thereto several Names and several Sums.

Warrants may include Costs.

LXIX. Any Justice who issues a Warrant of Distress for any of the Purposes of this Act may order that the Costs of the Proceedings for the Recovery of the Money to be levied shall be paid by the Person liable to pay such Money; and such Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of such Money.

Recovery of Sums under 50l.

LXX. Nothing in this Act or any Act incorporated herewith contained shall prevent the Company from recovering any Sum of Money not exceeding Fifty Pounds due to them for the Supply of Gas, or for the  
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*The Guildford Gas Act, 1857.*

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the Sale, Hire, or fixing of Meters, or for Damages, Costs, or Expenses, by Action or Proceeding in such Manner as is by Law provided for the Recovery of Debts not exceeding Fifty Pounds.

LXXI. No Justice shall be disqualified for acting in the Execution of this Act by reason of his being liable to the Payment of any Gas Rent, Rate, or other Charge under this Act. Liability to Gas Rate not to disqualify Justices.

LXXII. All the Costs, Charges, and Expenses of and incidental to the obtaining and passing of this Act shall be paid by the Company. Expenses of Act.



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*The Guildford Gas Act, 1857.*

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## The SCHEDULE to the foregoing Act.

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**FIRST PART.**

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**LANDS OF THE COMPANY ON WHICH THEIR PRESENT GASWORKS  
ARE ERECTED.**

CERTAIN Lands in the Parish of Stoke next Guildford, in the Borough of Guildford, in the County of Surrey, between the River Wey Navigation and Woodbridge Road.

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**SECOND PART.**

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**LANDS OF THE COMPANY ON WHICH IT IS PROPOSED TO ERECT  
GASWORKS.**

CERTAIN Lands in the last-named Parish and County, bounded on the North and West by Lands belonging or reputed to belong to the Right Honourable the Earl of Onslow; on the South partly by Lands belonging or reputed to belong to Mr. John Palmer, and partly by Lands belonging or reputed to belong to Mrs. Sarah Marshall; and on the East partly by Lands belonging or reputed to belong to the said Earl of Onslow, and partly by Lands belonging or reputed to belong to the said Sarah Marshall.

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**THIRD PART.**

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**LANDS INTENDED TO BE TAKEN FOR APPROACHES AND OTHER  
CONVENIENCES.**

CERTAIN Lands in the last-named Parish and County belonging or reputed to belong to the Right Honourable the Earl of Onslow and Mrs. Sarah Marshall respectively, and delineated on a Plan thereof deposited with the Clerk of the Peace for the County of Surrey in the Month of November One thousand eight hundred and fifty-six, and thereon coloured Green.

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