

ANNO VICESIMO NONO & TRICESIMO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## *Cap. ccv.*

An Act for incorporating “the *Alliance and Dublin Consumers Gas Company*,” formed by the Amalgamation of “the *Alliance and Dublin Consumers Gas Company*,” and “the *Commercial Gas Company of Ireland, Limited*,” and for authorizing the Acquisition by the Company of Gasworks and Property of “the *United General Gas Company*,” and for defining the Limits within which the Company may supply Gas; and for other Purposes. [16th July 1866.]

**W**HEREAS “the *Alliance and Dublin Consumers Gas Company*” (in this Act called “the *Alliance Company*”) were originally established by the Name “the *Dublin Consumers Gas Company*,” by a Deed of Settlement dated the Eleventh Day of *August* One thousand eight hundred and forty-five, for making Gas, and supplying with Gas the City of *Dublin* and the Suburbs thereof, and other Places in *Ireland*, and by that Name were completely registered as a Joint Stock Company: And whereas by

[*Local.*]

31 H

“The

*Alliance and Dublin Gas Act, 1866.*10 & 11 Vict.  
c. xlii.

“The *Alliance and Dublin Consumers Gas Act, 1847*,” the *Alliance Company* were incorporated by their present Name, with a Capital of One hundred and ninety thousand Pounds in Nineteen thousand Shares of Ten Pounds each, and with Power to borrow not exceeding Fifty thousand Pounds, and to make and maintain Gasworks and to supply Gas within the Limits of the reciting Act, which Limits were (Section 29) declared to be the *Dublin Police District*, and (Section 31) the *Alliance Company* were prohibited from acquiring the Powers or Property of any other Gas Company: And whereas “the *United General Gaslight Company*” (in this Act called “the *United Company*”) were incorporated by Royal Charter dated the Thirty-first Day of *March*, in the First Year of *William the Fourth* (1830), for making Gas and supplying Gas to divers Cities, Towns, and Places in *England and Ireland*, with a Capital of Five hundred thousand Pounds in Ten thousand Shares of Fifty Pounds each: And whereas the *United Company* acquired the Works, Property, and Shares of the Gas Companies following; (to wit,) “the *Dublin Gaslight Company*,” incorporated by the Act (Local and Personal) of the First Year of *George the Fourth*, Chapter 55, and “the *Hibernian Gaslight Company*,” incorporated by the Act (Local and Personal) of the Fourth Year of *George the Fourth*, Chapter 38, which was amended by the Act (Local and Personal) of the Tenth Year of Her present Majesty, Chapter 52, and the Company incorporated by the Name “the *Dublin Oil Gaslight Company*” by the Act (Local and Personal) of the Fifth Year of *George the Fourth*, Chapter 42, which was amended by the Act (Local and Personal) of the Fifth Year of *William the Fourth*, Chapter 42, whereby the Name “the *Dublin New Gas and Coke Company*” was given to them, and they have also acquired the Works, Property, and Shares of “the *Bray Gas Company, Limited*.” And whereas the Powers contained in the several Acts of Parliament relating to the *Dublin Gaslight Company*, the *Dublin Oil Gaslight*, or the *Dublin New Gas and Coke Company* have for many Years ceased to be exercised: And whereas “the *Commercial Gas Company of Ireland, Limited*,” (in this Act called “the *Commercial Company*,”) were on the Fourth Day of *February* One thousand eight hundred and sixty-four registered under “The Companies Act, 1862,” as a Company limited by Shares, with Memorandum of Association and Articles of Association, for the Purpose of making Gas and supplying Gas in the City of *Dublin, Kingstown, Bray*, and other Places, and with a Capital of One hundred thousand Pounds, divided into Fifty thousand Shares of Two Pounds each: And whereas the Gasworks of the *Alliance Company* are in the City of *Dublin*: And whereas the *United Company* have Gasworks at *Dublin, Kingstown, and Bray*, which are hereafter called “the *Dublin Undertaking*” of that Company, and they also have Gasworks at *Limerick*: And whereas the *Commercial Company*



*Alliance and Dublin Gas Act, 1866.*

Company have Gasworks at *Dundrum* and at *Kingstown*, and they have acquired Lands in *Dublin*, near to the Shore of the River *Anna Liffey*, for the Erection of Gasworks thereon: And whereas the Capital of the *Alliance* Company is now One hundred and ninety thousand Pounds, which is paid up to the Extent of One hundred and fifty-two thousand Pounds, and they have borrowed on Bond the Sum of Fifteen thousand Pounds: And whereas the Capital of the *United* Company is Five hundred thousand Pounds, which is paid up to the Extent of Four hundred and fifty thousand Pounds, and they have not borrowed any Monies: And whereas the Capital of the *Commercial* Company is One hundred thousand Pounds, which is paid up to the Extent of Fifty thousand Pounds, and they have not borrowed any Monies: And whereas the *Alliance* Company and the *Commercial* Company are desirous and it is expedient that they be amalgamated: And whereas it is expedient that the Deed of Settlement of the *Alliance* Company be annulled, and their recited Act be repealed: And whereas it is expedient that the Memorandum of Association and Articles of Association of the *Commercial* Company be annulled: And whereas it is expedient that the Company formed by the Amalgamation of the *Alliance* Company and the *Commercial* Company (in this Act called "the Company") be authorized to acquire the *Dublin* Undertaking of the *United* Company, leaving to the *United* Company their Gasworks at *Limerick*: And whereas it is expedient that the District within which the Company may supply Gas be defined: And whereas it is expedient that the Capital and borrowing Powers of the Company be defined and regulated: And whereas the Objects of this Act cannot be attained without the Sanction 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,)

1. This Act may for all Purposes be cited as "*Alliance and Dublin Gas Act, 1866.*" Short Title.

2. This Act shall commence and have Effect on and after the Third *Wednesday* next after the passing thereof. Commencement of Act.

3. "The Companies Clauses Consolidation Act, 1845," and "The Companies Clauses Act, 1863," and "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Gasworks Clauses Act, 1847," are (except where expressly varied by this Act) incorporated with and form Part of this Act: Provided that this Act shall not authorize the Purchase of any Lands otherwise than by Agreement. 8 & 9 Vict. cc. 16. & 18., 10 & 11 Vict. c. 15., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 118. incorporated.

4. The



*Alliance and Dublin Gas Act, 1866.*

Interpre-  
tation of  
Terms.

4. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context; and the Expression "the Company" means the Company incorporated by this Act; and the Expression "the Gas Limits" means the Limits within which the Company may supply Gas and put this Act in execution; and the Expression "the Gas Lands" means the Lands in that Behalf described in this Act.

Incorpora-  
tion of  
Dublin Gas  
Company.

5. The several Persons who immediately before the Commencement of this Act were the Shareholders of the *Alliance* Company and the *Commercial* Company respectively, and all other Persons who from Time to Time after the Commencement of this Act become entitled to Shares of the Capital of the Company, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company for making and maintaining Gasworks, and making and supplying Gas and other improved Means of lighting for public and private Purposes, and carrying on the Business of a Gas and Coke Company, and for other the Purposes of this Act, and for those Purposes are incorporated by the Name "the *Alliance and Dublin Consumers Gas Company*," and by that Name are One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes of this Act, and in all respects to carry this Act into execution.

The Gas  
Limits.

6. The Limits within which the Company may supply Gas or other improved Means of lighting for public and private Purposes and put this Act in execution (in this Act called "the Gas Limits") are the Limits following; that is to say, the Metropolitan Police District of *Dublin*, and the Townships, Parishes, or Places of *Clontarf*, *Artane*, *Clonturk*, and *Drumcondra*, in the Barony of *Coolock*, *Glasnevin*, *Finglas*, and *Castleknock*, in the Barony of *Castleknock*, *Palmerstown* in the Barony of *Uppercross*, *Taney Kill*, *Rathmichael*, *Kilmacud*, *Killiney*, and *Old Connaught*, in the Barony of *Rathdown*, *Rathfarnham* in the Baronies of *Uppercross* and *Rathdown*, all in the County of *Dublin*, and *Bray* and *Powerscourt* in the Barony of *Rathdown* in the County of *Wicklów*.

The Gas  
Lands.

7. The Lands on which the Company from Time to Time may make and maintain Gasworks and make and store Gas (in this Act called "the Gas Lands") are the Lands following; (that is to say,)

1. The Lands on which are the now existing Gasworks of the *Alliance* Company at *Sir John Rogerson's Quay* in the City of *Dublin*;

2. The



*Alliance and Dublin Gas Act, 1866.*

2. The Lands on which are the now existing Gasworks of the *United Company* at *Great Brunswick Street* in the City of *Dublin*, and at *Mount Town* and *Dunleary* in the District of *Kingstown* in the County of *Dublin*, and at or near the Docks at *Bray* in the County of *Wicklow* :
3. The Lands on which are the now existing Gasworks of the *Commercial Company* at *Dundrum* in the Parish of *Taney* and County of *Dublin*, bounded on the North and East by Ground in the Possession of the *Dublin, Wicklow, and Wexford* Railway Company, on the South by a Garden or Piece of Ground in the Possession of *Alexander Ballantine*, and on the West by a Slaughter-house and Yard in the Possession of *Robert Kelly*, a Cottage, Shed, and Yard in the Possession of *Edward Courtney*, Two Cottages in the Possession of *Patrick Farming* and *Patrick Meagher*, a Garden or Piece of Ground in the Possession of *Mrs. Ellen Warren*, and Two Lanes off the main Street of *Dundrum* :
4. The Lands on which the *Commercial Company* have erected Gasworks at *Old Dunleary* in the Township of *Kingstown* in the Parish of *Monkstown* and County of *Dublin* containing Two Acres One Rood and Thirty-two Perches or thereabouts (Statute Measure), bounded on the North by a proposed public Road from *Monkstown* to *Kingstown*, and measuring in Front to the proposed Road Seven hundred and seventy-five Feet, with a Rear to the Base of the high Bank and Slope at the South, bounded on the West by the Holding of the *United Company* or the *Hibernian Gas Company*, and on the East and South-east by the Base of the high Bank and Slope, commonly called the *Pig Bank*, and on the South partly by the Holdings of the Representatives of *Edward Armstrong* and *Sexton*, and partly by the Base of the high Bank and Slope aforesaid abutting on the High Road from *Dublin* to *Kingstown*, and which Land is in the Barony of *Rathdown* and County of *Dublin* :
5. Land near the Shore of the River *Anna Liffey*, known as Lot No. 131 on the Map of the North Lots in the City of *Dublin*, containing about Five Acres Two Roods and Twenty-six Perches (Statute Measure), and situate in the Parish of *Saint Thomas* and City of *Dublin*, bounded on the South-east by the High Road or Quay at the Eastern End of the North Wall, on the South-west by Land of the *Dublin Bottle Works Company*, on the North-west by Land in the Occupation of *William Marsomm* and *Garrett Kavanagh*, and on the North-east by Land in the Possession of *Philip Brady* :

[Local.]

31 I

Provided



*Alliance and Dublin Gas Act, 1866.*

Provided that the Company shall not use or enter upon for any Purposes of this Act any Part of those Lands which from Time to Time does not belong to them.

Gasworks,  
&c. vested  
in Company.

8. On the Commencement of this Act all the Undertakings, Gasworks, Buildings, Lands, Plant, Stock, Monies, Credits, Property, Effects, Choses in Action, Claims, and Demands whatsoever of or to which the *Alliance* Company and the *Commercial* Company respectively were in any way whatsoever immediately before the Commencement of this Act seised, possessed, or in any way entitled at Law or in Equity, or otherwise howsoever, with their respective Rights, Members, and Appurtenances, are by this Act vested in the Company as their Undertaking, Gasworks, Property, and Effects, but subject to all Charges and Incumbrances thereon, and all Debts, Liabilities, and Engagements of the *Alliance* Company and the *Commercial* Company respectively in respect thereof.

Company to  
represent  
*Alliance*  
Company  
and *Com-*  
*mmercial*  
Company.

9. From and after the Commencement of this Act, and except only as is by this Act otherwise expressly provided, the Company shall, with respect to their Undertaking, Gasworks, Property, and Effects, and all Matters connected with the same respectively, represent the *Alliance* Company and the *Commercial* Company respectively as if those Two Companies respectively and the Company had originally been and had continued without Intermission to be one and the same Body Corporate.

10 & 11 Vict.  
c. xlii. re-  
pealed and  
Deed of  
Settlement,  
&c. of *Com-*  
*mmercial*  
Company  
annulled.

10. On the Commencement of this Act "The *Alliance and Dublin Consumers Gas Act, 1847,*" is by this Act repealed, and the Deed of Settlement of the *Alliance* Company, and the Memorandum of Association and Articles of Association of the *Commercial* Company, are by this Act respectively annulled.

General  
Saving of  
Rights.

11. Notwithstanding the Repeal of the recited Act of 1847, and the annulling of the Deed of Settlement, and the Memorandum and Articles of Association respectively, and except only as is by this Act otherwise expressly provided, everything before the Commencement of this Act done, suffered, and confirmed by or under the same Act and Deed of Settlement, and Memorandum and Articles of Association respectively, shall be as valid as if the Repeal and annulling had not happened, and the Repeal and annulling, and the Operation of this Act, shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Repeal and annulling had not happened, would be incident to or consequent on any and every thing so done, suffered, and confirmed ;  
and



*Alliance and Dublin Gas Act, 1866.*

and with respect to everything so done, suffered, and confirmed, and all such Rights, Liabilities, Claims, and Demands, the Company shall to all Intents and Purposes represent the *Alliance* Company and the *Commercial* Company, and each of them: Provided that the Generality of this Provision shall not be restricted by any of the other Provisions of this Act.

12. Notwithstanding the Repeal and annulling, and except only as is by this Act otherwise expressly provided, all the Provisions of any and every Act of Parliament (other than the repealed Act) relating to the *Alliance* Company or the *Commercial* Company, or their respective Directors, Officers, or Servants, and on the Commencement of this Act in force, shall be of like Force as if the Repeal and annulling had not happened, and in accordance with the Provisions of this Act may be exercised, enforced, and enjoyed by and against the Company, and their Directors, Officers, and Servants respectively, in as full and beneficial a Manner to all Intents and Purposes as in case the Repeal and annulling had not happened the same respectively might be exercised and enjoyed by and against the *Alliance* Company or the *Commercial* Company, or their respective Directors, Officers, and Servants.

Provisions  
of other  
Acts con-  
tinued.

13. Notwithstanding the Repeal and annulling, all Purchases, Sales, Conveyances, Mortgages, Bonds, Deeds, Securities, Contracts with respect to Supply of Gas, and other Contracts, before the Commencement of this Act made or entered into by, to, or with respect to the *Alliance* Company or the *Commercial* Company, or any Person on their respective Behalf, shall continue and be as effectual to all Intents for, against, and with respect to the Company as if the same had been made or executed by, to, or with respect to the Company instead of the *Alliance* Company or the *Commercial* Company, and may be proceeded on and enforced by and against the Company accordingly.

Contracts,  
&c. pre-  
served.

14. Notwithstanding the Repeal and annulling, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the *Alliance* Company or the *Commercial* Company before the Commencement of this Act shall not abate or be discontinued or prejudicially affected by this Act, but on the contrary shall continue and take effect both in favour of and against the Company in like Manner to all Intents and Purposes as the same might continue and take effect in favour of or against the *Alliance* Company, or, as the Case happens, the *Commercial* Company, save only that when necessary the Company shall be substituted therein for the *Alliance* Company or the *Commercial* Company.

Actions not  
to abate.

15. Notwithstanding the Repeal and annulling, all Gas Rates or Rents, Meter Rents, and other Charges with respect to a Supply of Gas, to be paid.

Gas,



*Alliance and Dublin Gas Act, 1866.*

Gas, which immediately before the Commencement of this Act were due or payable, or accruing or secured, to the *Alliance* Company or the *Commercial* Company, shall be payable and paid to and may be collected and recovered by the Company in like Manner as any Gas Rates or Rents, Meter Rents, or Charges under this Act.

Debts to be paid.

16. Notwithstanding the Repeal and annulling, all Persons who immediately before the Commencement of this Act owed any Money to the *Alliance* Company or to the *Commercial* Company, or to any Person on their respective Behalf, shall pay the same, with all Interest, if any, due and payable or accruing for the same, to the Company; and all Monies which immediately before the Commencement of this Act were owing by or recoverable from the *Alliance* Company or the *Commercial* Company, or for the Payment of which they respectively were or but for this Act would be liable, shall be paid, with all Interest (if any) due and payable or accruing for the same, by or be recoverable from the Company.

Books, &c. continued Evidence.

17. Notwithstanding the Repeal and annulling, all Documents, Books, and Writings which, if the Repeal and annulling had not happened, would be receivable in Evidence, shall be admitted as Evidence in all Courts of Law and Equity and elsewhere accordingly.

As to Division of Profits of each Company up to certain Date.

18. Notwithstanding the Repeal and annulling, the *Alliance* Company and the *Commercial* Company shall as between themselves be each exclusively entitled to and have the sole Benefit of any Interest or Dividend arising from or in respect of their respective Undertakings up to and inclusive of the Thirty-first Day of *December* One thousand eight hundred and sixty-six, and the Shareholders at the Time of the Commencement of this Act in the *Commercial* Company shall not be entitled to participate in any such Interest or Dividend arising from or in respect of the Undertaking of the *Alliance* Company, nor shall the Shareholders at the Time of the Commencement of this Act in the *Alliance* Company be entitled to participate in any such Interest or Dividend arising from or in respect of the Undertaking of the *Commercial* Company.

Officers, &c. of Alliance Company and Commercial Company to Account.

19. All Officers and Persons who at the Commencement of this Act have in their Possession or under their Control any Money, Books, Documents, Papers, Writings, or Effects belonging to the *Alliance* Company and the *Commercial* Company respectively shall account for and deliver up the same to the Company, or to such Persons as they appoint to receive the same, in like Manner, and subject to like Regulations, Pains, and Penalties, as if the Officers or Persons were appointed and became possessed of the same under this Act.

20. The



*Alliance and Dublin Gas Act, 1866.*

20. The Capital of the Company shall be the aggregate of the Sums following, and shall be divided into Shares of Ten Pounds each ; (that is to say,) Capital.

(a.) One hundred and ninety thousand Pounds in Nineteen thousand Shares in respect of the Capital of the *Alliance* Company :

(b.) One hundred thousand Pounds in Ten thousand Shares in respect of the Capital of the *Commercial* Company :

(c.) The Sum not exceeding Three hundred thousand Pounds in Thirty thousand Shares by this Act authorized to be raised by the Company as representing Part of the Capital of the *United* Company :

(d.) The Amount, if any, of Mortgage Debt of the Company from Time to Time converted into Capital and all the Capital of the Company shall be ordinary Capital.

21. The Nineteen thousand Shares (a.) shall be deemed paid up to the Extent of Eight Pounds a Share, and those Shares are by this Act vested in the several Persons who immediately before the Commencement of this Act were the Holders of the Nineteen thousand Shares of Ten Pounds each of the Capital of the *Alliance* Company, Share for Share. 19,000 Shares (a.) vested in Alliance Shareholders.

22. The Ten thousand Shares (b.) shall be deemed paid up to the Amount of Five Pounds a Share, and those Shares are by this Act vested in the several Persons who immediately before the Commencement of this Act were the Holders of the Fifty thousand Shares of Two Pounds each, of the Capital of the *Commercial* Company at the Rate of One of those Ten thousand Shares for Five of those Fifty thousand Shares. 10,000 Shares (b.) vested in Commercial Shareholders.

23. Where any Person was immediately before the Commencement of this Act entitled to any Number of Shares being less than Five Shares, or to any Number of Shares being less than Five Shares over and above Five Shares, or a Multiple of Five Shares of the Fifty thousand Shares of the Capital of the *Commercial* Company, he shall not be entitled in respect thereof to One Share of the Ten thousand Shares (b.), but the Company may purchase at par his fractional Number of Shares, and for every Five Shares of the *Commercial* Company so purchased may sell or dispose of and issue One of those Ten thousand Shares (b.). Provision where less than Five Shares of Commercial Company held by One Person.

24. Provided that when each of Two or more of the Persons who immediately before the Commencement of this Act were the Shareholders of the *Commercial* Company is entitled to any Number of Shares Provision where held by several Persons.

[Local.]

31 K

Shares



*Alliance and Dublin Gas Act, 1866.*

Shares being less than Five Shares; or to any Number of Shares being less than Five Shares: over and above Five Shares, or a Multiple of Five Shares of the Fifty thousand Shares of the Capital of the *Commercial* Company, the Persons so entitled may, if they so think fit, require the Company to issue to them jointly any of the Ten thousand Shares (b.) at the Rate of One of those Ten thousand Shares (b.) for every Five Shares of the Capital of the *Commercial* Company so held by them.

Shares so vested to be subject to same Trusts, &c. as Shares of Capital of Alliance Company and Commercial Company.

**25.** All Persons to and in whom any Shares of the Company's Capital are by this Act appropriated and vested shall be possessed of and interested in the Shares so appropriated and vested upon the same Trusts, and subject to the same Powers, Provisions, Charges, and Liabilities, as the Trusts, Powers, Provisions, Charges, and Liabilities upon and to which their respective Shares of the Capital of the *Alliance* Company, or, as the Case happens, of the Capital of the *Commercial* Company, in respect whereof the Shares of the Company's Capital are so appropriated and vested, were immediately before the Commencement of the Act held and subject, and the several Shares so appropriated and vested shall accordingly pass or be affected by any Will or other Instrument disposing of or affecting those respective Shares of the Capital of the *Alliance* Company, or, as the Case happens, of the Capital of the *Commercial* Company.

Company to issue Certificates of Shares so vested, &c.

**26.** The Company from Time to Time after the Thirty-first Day of *December* One thousand eight hundred and sixty-six, when thereunto requested, shall issue to the respective Holders of the several Shares by this Act appropriated to and vested in the Shareholders of the *Alliance* Company and the *Commercial* Company respectively Certificates of the Shares so appropriated and vested, and in the meantime the Certificates of the Shares of the Capital of the *Alliance* Company and the *Commercial* Company respectively in respect of which the Shares of the Capital of the Company are so appropriated and vested shall be available for evidencing the Ownership of those Shares respectively.

Power to raise further Capital not exceeding 300,000*l.* (c.)

**27.** For the Purpose of the Acquisition according to the Provisions of this Act of the Gasworks and Property of the *United* Company at *Dublin*, *Kingstown*, and *Bray*, the Company may raise by the Creation and Issue of new Ordinary Shares of Ten Pounds each any further Capital not exceeding Three hundred thousand Pounds (c.) which the Company and the *United* Company agree on as representing that Part of the Capital of the *United* Company which is invested in those Gasworks and Property, and for the Purposes of the Acquisition of those Gasworks and Property may allot and issue to the *United*



*Alliance and Dublin Gas Act, 1866.*

*United* Company or their Nominees any of those Shares as fully paid-up Shares.

28. The Company shall not issue any Share created under this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of the Share is paid, or in accordance with this Act is deemed to be paid, in respect thereof.

Shares not to issue until One Fifth paid up.

29. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.

Calls.

30. The Company from Time to Time may borrow on Mortgage in respect of their Capital of One hundred and ninety thousand Pounds (a.) and One hundred thousand Pounds (b.), making together Two hundred and ninety thousand Pounds, any Sums not exceeding in the whole (inclusive of the Bond Debt of Fifteen thousand Pounds of the *Alliance* Company) Seventy-two thousand five hundred Pounds, and the Bonds of the *Alliance* Company for securing the Fifteen thousand Pounds shall have Effect as if they were Mortgages issued under "The *Alliance and Dublin Consumers Gas Act, 1847*," and shall while the same are in force have Priority over all Mortgages granted by virtue of this Act.

Power to borrow in respect of 290,000*l.* of Capital (a. and b.)

31. If the Company raise their further Capital not exceeding Three hundred thousand Pounds (c.) they from Time to Time may borrow in respect thereof any Sums not exceeding in the whole One Fourth Part of the further Capital which they so raise.

Power to borrow in respect of further Capital not exceeding 300,000*l.* (c.)

32. Provided that no Part of the Sum which the Company may from Time to Time borrow in respect of their further Capital not exceeding Three hundred thousand Pounds (c.) shall be so borrowed until the whole of the Capital in respect of which it is to be borrowed is subscribed for, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under Section 40 of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of that Capital has been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that that Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that the Subscribers or their Assigns are legally liable

Restriction on borrowing.



*Alliance and Dublin Gas Act, 1866.*

liable for the Money remaining to be paid on the Shares, of which Proof having been given the Certificate of the Justice that satisfactory Proof to that Effect has been given to him shall be sufficient.

Mortgages  
to be of One  
Class.

**33.** Subject and without Prejudice to the Priority in accordance with this Act of the Bonds of the *Alliance* Company in force at the Commencement of this Act, all the Mortgages from Time to Time issued by the Company after the Commencement of this Act shall form One Class of Mortgages.

Arrears may  
be enforced  
by Appoint-  
ment of a  
Receiver.

**34.** The Mortgagees of the Company may enforce Payment of Arrears of Principal and Interest due on their respective Securities by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver the Amount owing to the Creditors by whom the Application for a Receiver is made shall not be less in the whole than One Tenth Part of the then Mortgage Debt of the Company.

Debenture  
Stock.

**35.** The Company may create and issue Debenture Stock.

Application  
of Monies.

**36.** All Monies raised under this Act, whether by Shares or by borrowing, shall be applied for the Purposes of this Act only.

First  
Ordinary  
Meeting.

**37.** The First Ordinary Meeting of the Company shall be held within Nine Months after the passing of this Act.

Number of  
Directors.

**38.** The Number of Directors shall be Fourteen, but the Company from Time to Time may reduce the Number, provided that the Number be not less than Six, and until the Number of Directors be reduced to Nine any Vacancy caused by the Death or Resignation of any Director shall not be filled up.

Qualification  
of Directors.

**39.** The Qualification of a Director shall be the Possession in his own Right of not less than Fifty Shares.

Quorum.

**40.** The Quorum of a Meeting of Directors until the Number of Directors be reduced to Nine shall be Seven, and when the Number of Directors is reduced to Nine the Quorum of a Meeting of Directors shall be Five, and when the Number of Directors is reduced to Six the Quorum of a Meeting of Directors shall be Three.

First  
Directors.

**41.** *Joseph Boyce, James Brophy, David Drummond, John Elliott, Edward Fotterell, Thomas Michael Gresham, Edward Hudson Kinahan, Denis Moylan, Michael Bernard Mullens, William Reynolds,*



*Alliance and Dublin Gas Act, 1866.*

*Reynolds, John Stokes* (Directors of the *Alliance* Company), and *Sir John Gray, James Pim, and James Milo Burke* (Directors of the *Commercial* Company), shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting held after the passing of this Act; at that Meeting the Shareholders present in person or by proxy may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary Meeting in every Year after the First Ordinary Meeting the Shareholders present in person or by proxy shall (subject to the Provisions in this Act contained for reducing the Number of Directors) elect Persons to supply the Places of the Directors then retiring from Office in accordance with the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by that Act.

Election of Directors.

42. The Company may from Time to Time purchase or acquire, but only by Agreement, any Quantity of Lands exclusive of the Gas Lands not exceeding in the whole Twenty Acres which they require for any Purposes of this Act: Provided always, that the Company shall not erect any Works for the Storage of Gas on any Lands to be so purchased within Two hundred Yards of any Dwelling House existing at the Time of such Purchase, unless with the Consent in Writing of the Owner, Lessee, and Occupier of such Dwelling House.

Power to purchase Lands by Agreement.

43. The Company shall not erect any Works for the Manufacture of Gas on any Land other than the Gas Lands.

Company to make Gasworks and Gas only on Gas Lands.

44. For the Purposes of this Act the Company may within the Gas Limits from Time to Time exercise all or any of the Powers and do all or any of the Things following; (that is to say,)

General Powers of Company for Purposes of Act.

- (1.) The making, erecting, maintaining, improving, and extending on the Gas Lands of Works for the making and storing of Gas, with all requisite Buildings and Conveniences:
- (2.) The laying down of Mains, Pipes, and other Works and Apparatus:
- (3.) The maintaining, improving, altering, and reconstructing of the now existing Gasworks of the *Alliance* Company and the *Commercial* Company respectively, and also the now existing Gasworks of the *United* Company, if and when those Gasworks are acquired by the Company:

[Local.]

31 L

(4.) The



*Alliance and Dublin Gas Act, 1866.*

(4.) The making or providing and supplying of Pipes, Meters, and Fittings, the preparing, selling, and disposing of Coke, Coal, Tar, and other Products of the Company's Work, or producible therefrom, the holding, exercising, and disposing of Patent Rights in relation to the making and distributing of Gas, and the Utilisation of the residual Products arising from the making of Gas, or otherwise relating thereto, and the doing of all other Things which are from Time to Time incident to the carrying on of the Business of a Gaslight and Coke Company: Provided that the Company shall hold Patent Rights only under Licence from or under the Patentees, and shall not acquire any exclusive Right therein: Provided also, that the Company shall not be exempt by this Act from Liability to be proceeded against for any Nuisance.

Power for  
Company to  
supply Gas,  
&c.

45. The Company may from Time to Time make at their Gasworks on the Gas Lands, and supply within the Gas Limits, and sell and dispose of as they think fit, Gas and Coke and other Materials and Products made and used by them: Provided always, that the Company shall not erect or make any Works for the Manufacture of Gas upon the Part of the Gas Lands fourthly herein-before specified, except such as may be necessary for the Supply of Gas within that Portion of the Gas Limits comprised within a Radius of Three Statute Miles from the Limits of those Lands.

Powers as to  
Gasworks,  
&c.

46. The Company may from Time to Time maintain, alter, improve, enlarge, extend, or discontinue the Gasworks in the Gas Lands, and may make, erect, lay down, provide, and maintain additional and other Gasworks, Retorts, Gasometers, Receivers, Drains, Sewers, Mains, Pipes, Meters, Lamps, Lamp Posts, Burners, Stopcocks, Machinery, Works, Apparatus, and Conveniences, and may do all such Things as they think proper for making and storing Gas, and for supplying Gas within the Gas Limits.

Power to lay  
Pipes against  
Buildings.

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

Company to  
supply Gas  
on Request  
of Owners or  
Occupiers.

48. The Company, at the Request of any Owner or Occupier of any House, Part of a House, or Building within the Gas Limits, and within



*Alliance and Dublin Gas Act, 1866.*

within Ten Yards of which any Main of the Company is then laid, shall furnish to him a sufficient Supply of Gas for the Premises at a Rate not exceeding the Price by this Act limited, and in order thereto shall provide and lay all proper and sufficient Communication, Service, and other Pipes from and communicating with the Main up to the Premises: Provided also, that nothing in this Act shall render it compulsory upon the Company to lay any Service Pipe in private Property, or to supply Gas where it would be necessary to lay the Service Pipe in private Property.

49. Any Person, not being the Corporation of the City of *Dublin* or any Local Authority for lighting public Streets, who so requests to have a Supply of Gas from the Company, shall, if and when so required in Writing by them, and before he is entitled to have the Pipes provided and laid, or to have a Supply of Gas provided or continued, give to them such Security for the Payment of the Rent for the Gas to be supplied to him as he and the Company agree on, or as in default of Agreement shall be determined as by this Act provided; but, except as is by this Act otherwise provided, the Company shall not at any Time be entitled to discontinue the Supply of Gas to any Person then having a Supply unless and until he fail to give the Security for Seven Days after it is agreed on or determined; and the Company shall, on summary Conviction before a Justice, forfeit and pay to the Person aggrieved not exceeding Five Pounds for every Day during which the Supply is discontinued contrary to this Provision.

Security for  
Payment of  
Gas Rent.

50. Where the Person and the Company do not agree on the Security to be given it shall be determined by a Justice, and any single Justice shall, on the Application of the Person and the Company, or either of them, determine the Nature and Amount of the Security to be given, and the Security may, as the Justice thinks fit, be the Deposit with the Company, or with any Person approved by the Justice, or the Prepayment to the Company, of a Sum of Money or any other Security which the Justice thinks sufficient and reasonable, and the Determination of the Justice shall be binding on all Parties.

Justice may  
determine  
Nature of  
Security.

51. If and whenever the Company, not being entitled to require or not having required any Security, wilfully fail for Seven Days after being thereunto required in Writing by any Person entitled to a Supply of Gas under this Act, or, where the Security agreed on or determined by the Justice is given, wilfully fail for Seven Days thereafter, to provide and lay all proper and sufficient Communication, Service, and other Pipes, or to furnish a Supply of Gas pursuant to the Provisions of this Act, the Company shall, on a summary Conviction

Penalty for  
Failure by  
Company to  
furnish the  
Supply.

tion



*Alliance and Dublin Gas Act, 1866.*

tion before a Justice, forfeit and pay to the Owner or Occupier not exceeding Five Pounds for every Day after the Expiration of Seven Days during which the Failure continues.

Consumers may be required to consume by Meter.

52. Every Consumer of Gas supplied by the Company shall, on being thereunto required by the Company, consume the Gas by Meter, and every Consumer may require the Company to allow him to consume the Gas by Meter, and the Company may require that the Size and Capacity of the Meter be proportioned to the Number and Size of the Gas Burners to be connected with the Meter.

Notice to Company of putting up meters.

53. Before any Person connects or disconnects any Meter by which any of the Company's Gas is intended to be or has been registered, he shall give not less than Twenty-four Hours Notice in Writing to the Company of his Intention so to do.

Repair of Meters.

54. Every Consumer of Gas of the Company shall at all Times at his own Expense keep every Meter belonging to him whereby any Gas of the Company is registered in proper Order, and proper and sufficient in all respects for correctly registering the Gas, in default whereof the Company may cease to supply Gas through the Meter, and the Company shall at all reasonable Times have Access to and be at liberty to take off, remove, test, inspect, and replace any Meter belonging to a Consumer, the taking off, Removal, testing, inspecting, and replacing to be done at the Expense of the Company if the Meter be found in proper Order, and proper and sufficient in all respects, but otherwise at the Expense of the Consumer.

Power to Company to let Meters.

55. The Company may make Meters, and may let for Hire any Meter for ascertaining the Quantity of Gas consumed or supplied, and any Fittings thereto, for such Remuneration in Money, and on such Terms with respect to the Repair of the Meter and Fittings, and for securing the Safety and Return to the Company of the Meter, as are agreed upon between the Hirer and the Company, and the Remuneration shall be recoverable in the same Manner as the Gas Rents, and the Meters and Fittings shall not be subject to Distress, or to the Landlord's Claim for Rent of the Premises where the same are used, nor to be taken in Execution under any Process of a Court of Law or Equity, or any Proceedings in Bankruptcy against any Person in whose Possession the same are.

Register of Meter to be *primâ facie* Evidence of Gas consumed.

56. The Register of the Meter shall be *primâ facie* Evidence of the Quantity of Gas consumed by any Customer of the Company, and in respect of which any Rent is charged and sought to be recovered by the Company.

57. The



*Alliance and Dublin Gas Act, 1866.*

57. The Company, after Twenty-four Hours Notice in Writing under the Hand of the Secretary or some other Officer of the Company to the Occupier, or if unoccupied then to the Owner and Lessee of any Land, House, or Building in which any Pipe, Meter, or Fitting belonging to the Company is laid or fixed, and through or in which the Supply of Gas is from any Cause other than the Fault of the Company discontinued, may enter the Premises between the Hours of Nine in the Morning and Six in the Afternoon for the Purpose of removing and may remove the Pipes, Meters, or Fittings, repairing all Damages caused by the Entry or Removal; and every such Notice shall be served by being delivered to the Person for whom it is intended, or left at his usual or last known Place of Abode, or if the Person or his Address be not known to the Company after due Inquiry then by being affixed on some conspicuous Part of the Premises.

Power to  
remove  
Meters and  
Fittings.

58. Where any Consumer of the Gas of the Company leaves the Premises where the Gas has been supplied to him without paying to the Company the Gas Rent or Meter Rent due from him, the Company shall not be entitled to require from the next Tenant of the Premises the Payment of the Arrears left unpaid by the former Tenant, unless the incoming Tenant agreed with the former Tenant to pay or exonerate him from the Payment of the Arrears.

Incoming  
Tenant not  
liable to pay  
Arrears of  
Gas Rent.

59. Every Person who wilfully, fraudulently, or by culpable Negligence injures or suffers to be injured any Meter or Fitting belonging to the Company, or fraudulently alters the Index to any Meter, or prevents any Meter from duly registering the Quantity of Gas supplied, or fraudulently connects with a Meter any Gas Burners of a Number or Size greater than the Number or Size proportioned to the Size and Capacity of the Meter, shall, without Prejudice to any other Right or Remedy for the Protection of the Company or the Punishment of the Offender, for every such Offence forfeit and pay to the Company not exceeding Five Pounds, and the Company may in addition thereto recover the Amount of any Damages by them sustained, and, notwithstanding any Contract with respect to the Supply of Gas to the Person so offending, the Company may also discontinue the Supply of Gas to the Person so offending until the Damage or Injury is remedied, and the Amount of the Damages are paid, and the Existence of artificial Means for the Alteration or Prevention when the Meter is in the Custody or Control of the Consumer shall be *prima facie* Evidence that the same has been fraudulently, knowingly, and wilfully caused by the Consumer using the Meter.

Fraudu-  
lently injur-  
ing Meters,  
&c.

60. Whenever any Person fails to pay any Gas Rent or Meter Rent or Sum due and payable by him to the Company, the Company may recover the same in any Court of competent Jurisdiction for the

Recovery of  
Sums due  
to Company.

[Local.]

31 M

Recovery



*Alliance and Dublin Gas Act, 1866.*

Recovery of Debts of the like Amount, and the Remedies of the Company under this Enactment shall be in addition to their other Remedies for the Recovery of the Rent or Sum.

Lighting  
Power and  
Quality of  
Gas.

**61.** From and after the First Day of *January* One thousand eight hundred and sixty-seven all the Gas supplied by the Company shall be of such illuminating Power as at a Distance of not less than One thousand Yards from the Works to produce from an Argand Burner having Fifteen Holes and a Seven-inch Chimney, and consuming Five Cubic Feet of Gas an Hour, a Light equal in Intensity to the Light produced by Sixteen uncased Sperm Candles of Six to the Pound, each burning One hundred and twenty Grains an Hour, and such Gas shall be so far free from Sulphuretted Hydrogen as not to discolour moistened Test Paper imbued with Acetate or Carbonate of Lead when such Test Paper is exposed for One Minute to a Current of Gas issuing under a Pressure of Five Tenths of an Inch of Water, and shall not contain more than Twenty Grains of Sulphur nor more than Five Grains of Ammonia in One hundred Cubic Feet of Gas.

Apparatus  
for testing  
lighting  
Power of  
Gas.

**62.** The Company shall provide and maintain proper and sufficient Means of testing the illuminating Power and Purity of the Gas supplied by them in accordance with the last preceding Enactment, and also during the Continuance of any Contract between them and the Corporation of the City of *Dublin*, at such Place as shall from Time to Time be mutually agreed upon, a proper and sufficient Testing Meter furnished with an Argand Burner having Fifteen Holes and a Seven-inch Chimney, or other approved Burner and Chimney capable of consuming Five Cubic Feet of Gas an Hour, with other Apparatus proper and sufficient for testing the illuminating Power and Purity of the Gas.

Power to test  
the lighting  
Power of  
the Gas.

**63.** The Corporation of the City of *Dublin*, or the Local Authority for lighting any Streets where the Company then supply Gas, or if there be no such Local Authority then any Two Justices from Time to Time by Order in Writing, may appoint some competent and impartial Person to test the illuminating Power and Purity of the Gas, and the Person so appointed may at any reasonable Hour in the Day-time on producing the Order enter on the Premises of the Company or other Place where the Gas is to be tested, and in the Presence of the Manager or other Officer of the Company make Experiment of the lighting Power of the Gas by means of the experimental Meter and other Apparatus, and the Company and their Officers shall afford all reasonable Facilities and Assistance to the making of the Experiment.

Penalty if  
Gas not of  
proper  
lighting  
Power.

**64.** If it be proved to the Satisfaction of any Two Justices, not being Members of the Company nor of the Corporation or Local Authority,



*Alliance and Dublin Gas Act, 1866.*

Authority, after hearing the Parties, that the illuminating Power and Purity of the Gas supplied by the Company did not when so tested equal the illuminating Power and Purity by this Act prescribed, or that the Company or their Officers refused to afford reasonable Facilities for, or prevented or hindered the making of, the Experiment, the Company shall forfeit any Sum not exceeding Twenty Pounds which the Justices determine.

65. The Costs of and attending the Experiment, including the Remuneration to be paid to the Person making it, and the Costs of the Proceedings before the Justices, shall be ascertained by the Justices, and in the event of any Penalty being imposed on the Company shall be paid with the Penalty by the Company, but in the event of no Penalty being imposed on the Company then those Costs shall be ascertained by the Justices, and shall be paid by the Corporation or Local Authority.

Costs of Experiment to be paid according to Event.

66. The highest Charge of the Company for Gas supplied by them shall not exceed the following Rates for every One thousand Cubic Feet; (that is to say,)

Price of Gas.

For Gas supplied within the City of *Dublin*, and the several Townships of *Rathmines, Pembroke, Blackrock, Kingstown, and Dalkey*, Four Shillings and Sixpence:

For Gas supplied within the Residue of the Gas Limits, Five Shillings and Sixpence.

67. The Company and the Corporation of the City of *Dublin* and any Local Authorities having the Charge of lighting any Streets within the Gas Limits from Time to Time may make, alter, and carry into effect Contracts for the Supply by the Company of Gas to public and other Lights, and with respect to other Matters incidental to the Business of the Company, within the Gas Limits.

Contracts for Supply of Gas, &c. between Company and Dublin Corporation, &c.

68. And whereas the Corporation of *Dublin* have entered into a Contract with the *Alliance* Company for the Supply of Gas to the public Lamps within the City for a Period of Ten Years from the Fourth Day of *January* One thousand eight hundred and sixty-seven at a given Price, including the furnishing by the Company of the necessary Lamps and Lamp Posts connected with such Supply: Be it enacted, That if at the Expiration of such Contract the Company and the Corporation do not agree as to the Terms upon which such Contract shall be renewed, the Company shall be bound to supply Gas for the public Lamps at the lowest Rate by the One thousand Cubic Feet from Time to Time charged by them to any private Consumers otherwise than by special Contract in Writing; and if the Corporation shall be desirous to purchase the Lamps and Lamp Posts theretofore used by the Company for the Purposes of such Supply, they

As to Charge for Supply of Gas to public Lamps.



*Alliance and Dublin Gas Act, 1866.*

they shall have Power to acquire the same for such Price as may be determined in case of Difference by Arbitration in manner provided by "The Companies Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Agreement  
between  
United Com-  
pany and  
Company  
confirmed.

69. The Heads of Agreement between the *United* Company and the *Alliance* Company and the *Commercial* Company for the Transfer to the Company of the *Dublin* Undertaking and other Property of the *United* Company within the Limits of this Act, which Heads are set forth in the Schedule to this Act annexed, are by this Act confirmed and made binding on the *United* Company and the Company, and may and shall have full Effect according to the Terms and Intent thereof.

Lands trans-  
ferred and  
vested in  
Company as  
Gas Lands.

70. From and after the Time provided by those Heads of Agreement for the Transfer to take effect, the *Dublin* Undertaking Premises so agreed to be transferred shall by this Act be transferred to and vested in the Company as Part of their Lands, Gasworks, Property, and Effects, and from and after that Time the Company may hold, deal with, and use the Lands so agreed to be transferred and vested as Part of the Gas Lands, and with respect to all Agreements agreed to be transferred, and the Obligations and Benefits thereof, the Company shall be substituted for and represent the *United* Company, and the Agreements shall have Effect and may be enforced by and against the Company accordingly: Provided always, that the Premises so agreed to be transferred shall be subject to and charged with the Balance of the Purchase Money for the same until Payment thereof.

Debts of  
United  
Company  
to be paid.

71. The Debts, Liabilities, and Engagements of the *United* Company with respect to the Premises transferred, and up to the Time agreed on for the Transfer to take effect, shall be paid, satisfied, or discharged by the *United* Company.

Powers of  
United  
Company  
within Gas  
Limits to  
cease.

72. From and for ever after the Time agreed on for the Transfer to take effect (but subject and without Prejudice to the Payment, Satisfaction, or Discharge in accordance with this Act of the Debts, Liabilities, and Engagements of the *United* Company) all the Powers and Authorities whatsoever of the *United* Company with respect to the making or maintaining of Gasworks, and the supplying of Gas within the Gas Limits, or in any way relating thereto, shall absolutely cease; provided that this Section shall have no Operation beyond the Gas Limits.

Penalties on  
Company not  
cumulative.

73. Penalties imposed on the Company for one and the same Offence by several Acts of Parliament are not cumulative, and for that



*Alliance and Dublin Gas Act, 1866.*

that Purpose this Act and the Acts incorporated therewith are several Acts.

74. Except as is by this Act otherwise expressly provided, no Justice or Judge of any Local Court or Quarter Sessions shall be disqualified from acting in the Execution of this Act by reason of his being liable to the Payment of any Gas Rent or other Charge under this Act.

Liability to Gas Rent not to disqualify Justices.

75. Except as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Powers, and Privileges of the *United Company*.

Saving Rights of *United Company*.

76. Nothing in this Act shall exempt the Company from the Provisions from Time to Time in force of any present or future Act of Parliament relating to the Sale of Gas or the making or supplying of Gas.

Company not exempt from General Acts.

77. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

Expenses of Act.



*Alliance and Dublin Gas Act, 1866.*SCHEDULE referred to in the foregoing Act.

HEADS for an AGREEMENT between the United General Gas Company (herein-after called "the United Company") of the one Part, and the Alliance and Dublin Gas Consumers Company (herein-after called "the Alliance Company") and the Commercial Gas Company of Ireland, Limited, (herein-after called "the Commercial Company,") of the other Part.

1. These Heads to be subject to the Sanction of Parliament.
2. If in the course of the present Year One thousand eight hundred and sixty-six the Alliance Company and the Commercial Company be amalgamated into One Company by the Act for which a Bill promoted by the Alliance Company is pending in Parliament, then all the Gasworks, Buildings, Erections, Lands, Plant, Stock, Mains, Pipes, Apparatus, Stores, Materials, and other Property of the United Company within the County of the City of Dublin, and the Counties of Dublin and Wicklow respectively, and all Monies and Credits of the United Company, and all Agreements with the United Company with respect to the Supply of Gas, Coke, or other Goods within those Counties respectively, and the Obligations and Benefits of those Agreements, to be by the Act transferred to and vested in the amalgamated Company as Part of their Lands, Gasworks, Property, and Effects.
3. But the Transfer not to include or affect any Property of the United Company elsewhere than in the County of the City of Dublin, and the Counties of Dublin and Wicklow respectively, or any Credit or Agreement of the United Company in relation to their Business carried on elsewhere than in those Counties respectively.
4. Until Michaelmas Day One thousand eight hundred and sixty-six inclusive the United Company to keep their Gasworks, Buildings, Erections, Plants, Mains, Pipes, and Apparatus in good Repair and Condition, and to carry on their Business as at present.
5. On Michaelmas Day One thousand eight hundred and sixty-six (the Transfer Day) the Transfer to take effect, and the United Company to give to the amalgamated Company full and quiet Possession of the transferred Premises, the United Company's Works then being a going Concern in full and profitable Work as at present.
6. On and after the Transfer Day the amalgamated Company as representing the United Company and on their Part to perform the transferred Agreements, and to indemnify and save harmless the United Company accordingly from and against the Performance thereof, and all Liability, Claims, and Demands in respect thereof, but this Head to be subject to the Third Head.
7. Mr. Barlow on the Part of the amalgamated Company, or, him failing, any other Person from Time to Time appointed by them, and Mr. Hawksley on the



---

*Alliance and Dublin Gas Act, 1866.*

---

the Part of the United Company, or, him failing, any other Person from Time to Time appointed by them, to be the Two Valuers for the Purposes of the Valuations to be made in accordance with these Heads, and a Person appointed by the Two Valuers, or in default of their Appointment then a competent and impartial Person named on their or either of their Application by the President of the Institution of Civil Engineers, to be the Umpire for the Purposes of the Valuations.

8. The Two Valuers to proceed with the Valuations forthwith after the Transfer Day, but if and so far as they fail to award thereon before December First One thousand eight hundred and sixty-six, then the Matters on which they fail to agree to stand referred on that Day to the Umpire, and he to make his Award thereon before February First One thousand eight hundred and sixty-seven, or within such extended Time as he by Writing under his Hand from Time to Time appoints.

9. The Two Valuers and the Umpire respectively to be at liberty to make One Award for the Purposes of the Tenth and Eleventh Heads, or a separate Award for the Purposes of each of those Heads, and every Award by the Two Valuers and the Umpire respectively, so far as it extends, to be final and binding on the United Company and the amalgamated Company.

10. The transferred Premises, with the Exception of those Parts thereof which are specified in the Eleventh Head, to be valued between the United Company and the amalgamated Company at such a Sum, not less than Two hundred and forty thousand Pounds nor more than Two hundred and seventy thousand Pounds, as the Two Valuers or the Umpire shall think proper.

11. The following Parts of the transferred Premises as they stand on the Transfer Day, (that is to say,) the United Company's Cash Balance at their Bankers, and their unapplied Materials in Stock and other Stores, and their residual Products of the making of Gas, and their Book Debts and Gas Rents then due and payable in respect of Gas supplied and Goods sold by them on or before that Day, and a due Proportion up to and inclusive of that Day of all Gas Rents then current for Gas supplied by them and not consumed by Meter, to be valued between the amalgamated Company and the United Company at such a Sum as the Two Valuers or the Umpire shall think proper.

12. On or before Lady Day One thousand eight hundred and sixty-seven the amalgamated Company to allot to the United Company or their Nominees Thirteen thousand five hundred fully paid-up Shares of Ten Pounds each of the ordinary Capital of the amalgamated Company, but bearing Dividend only as from the Date of such Allotment.

13. On or before Lady Day One thousand eight hundred and sixty-seven the amalgamated Company to pay to the United Company the Balance of the Valuation made in accordance with the Tenth Head, and also the whole of the Valuation made in accordance with the Eleventh Head, with Interest at the Rate of Five Pounds per Cent. per Annum from the Transfer Day to the Day of Payment on the Total of such Valuations respectively, and also a Sum of Four thousand Pounds to be applied under the Fourteenth Head.

14. The Four thousand Pounds to be paid in accordance with the Thirteenth Head to be applied by the United Company at their Discretion in or towards making



---

*Alliance and Dublin Gas Act, 1866.*

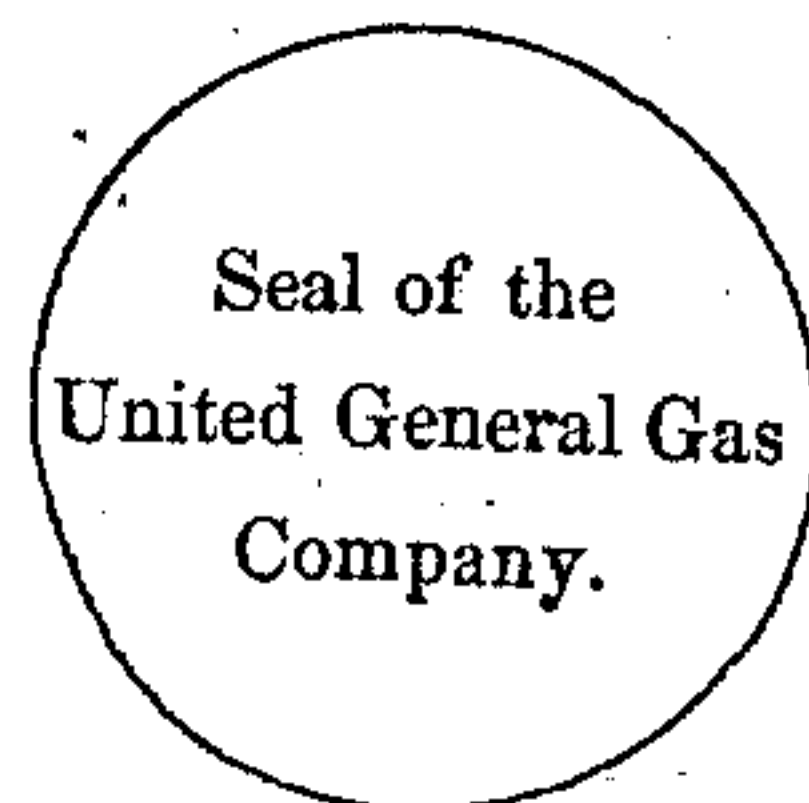
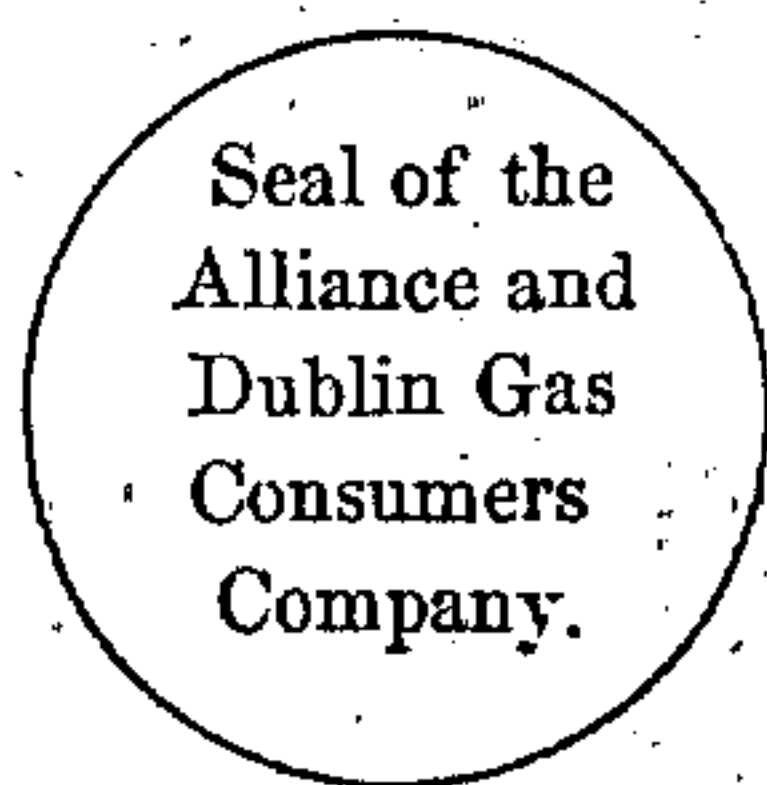
---

making Compensation to such as they think fit of their Officers and Servants whose Services are not required by the amalgamated Company.

15. If Parliament so permit, these Heads to be set forth in a Schedule to the pending Bill, and to be confirmed by the intended Act.

16. Mr. Hudson, Chairman of the United Company, and Mr. Stevenson, Secretary of the Alliance Company, and Sir John Gray on behalf of the Commercial Company, to be a Committee for superintending the carrying into effect of this Agreement.

Dated the Twenty-eighth Day of February One thousand eight hundred and sixty-six.



---

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1866.