



ANNO TRICESIMO

VICTORIÆ REGINÆ.

Cap. xxviii.

An Act to alter and amend the Acts relating to the *Atlantic Telegraph Company*; to enable the Company to raise additional Capital; to extend their Borrowing Powers; and for other Purposes.
[31st May 1867.]

WHEREAS by "The *Atlantic Telegraph Act, 1857*," (herein-
after referred to as "the 1857 Act,") the *Atlantic Tele-* 20 & 21 Vict.
graph Company (herein-after called "the Company") c. cii.
were incorporated for the Purposes and with the Powers therein
mentioned, and with a Capital of Three hundred and fifty thousand
Pounds, divided into Three hundred and fifty Shares of One thousand
Pounds each: And whereas by the 1857 Act the Company were
empowered from Time to Time to increase such Capital to any
Amount not exceeding One million Pounds, and certain Powers of
borrowing Money on Mortgage or Bond were conferred upon them:
And whereas by "The *Atlantic Telegraph Amendment Act, 1858*," 21 & 22 Vict.
(herein-after referred to as "the 1858 Act,") the 1857 Act was in c. cxlviii.
some respects altered and amended, and particularly as to the raising of
Money by the Creation of new Shares and by borrowing: And whereas
in exercise of the Powers by the 1857 Act granted the Company after
the passing of the 1858 Act, but before the passing of the next recited
[Local.] 4 I Act,

*The Atlantic Telegraph Amendment Act, 1867.*22 & 23 Vict.
c. xxiii.

Act, raised the Sum of One hundred and twelve thousand eight hundred and sixty Pounds by the Issue of Five thousand six hundred and forty-three Shares of Twenty Pounds each: And whereas by "The *Atlantic Telegraph Amendment Act, 1859*," (herein-after referred to as "the 1859 Act,") the said 1857 and 1858 Acts were in some respects altered and amended, and in particular the Capital of the Company was declared by Section 4 to be, until increased under the Powers therein-after contained, the Sum of One million sixty-two thousand eight hundred and sixty Pounds, consisting of the Sums of Three hundred and fifty thousand Pounds and One hundred and twelve thousand eight hundred and sixty Pounds before mentioned (both of which Sums are in the 1859 Act and herein-after included under the Term of "old Capital"), and the Sum of Six hundred thousand Pounds in One hundred and twenty thousand new Shares of Five Pounds each, and by Section 5 it was enacted that those One hundred and twenty thousand Shares should bear and be entitled to a Preferential Dividend of Eight *per Centum per Annum* on the Amount for the Time being paid up thereon in priority to the Payment of any Dividend on any Part of the old Capital, and should also, in proportion to the Amount for the Time being paid up thereon, be entitled to participate equally with the old Capital in any Monies applicable to Dividend which upon each Declaration of Dividend might remain after paying or providing for Dividend on the whole of the old Capital at the Rate of Four *per Centum per Annum*; and by the said Act Power was given to the Company to further increase their Capital so that the total Amount of Capital should not exceed the Sum of Two million Pounds Sterling, and to attach to the new Shares a Preferential Dividend which was directed to be paid out of the Profits in each Year in priority to the Ordinary Stock and Shares in the Company, and such special Privileges and Advantages as by such Resolution as in the said Act mentioned might be prescribed or authorized: And whereas in the Year One thousand eight hundred and sixty-four the Company entered into a Contract with the Telegraph Construction and Maintenance Company, Limited, (herein-after called "the Construction Company,") whereby the Construction Company agreed for the Considerations in such Contract mentioned to manufacture and complete a Telegraphic Submarine Cable, and in the Summer of the Year One thousand eight hundred and sixty-five to lay the same across the *Atlantic Ocean* from the Western Coast of *Ireland* to the Eastern Coast of *Newfoundland*: And whereas a Telegraph Submarine Cable was accordingly manufactured by the Construction Company, and in the Summer of One thousand eight hundred and sixty-five was partially submerged in the *Atlantic Ocean*, but was then broken, and the Portion submerged was lost: And whereas for the Purpose of satisfying the Claims upon them under the said Contract the Company issued to the Construction Company

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Company and others the Six hundred thousand Pounds Preference Shares authorized by "The *Atlantic Telegraph Amendment Act, 1859*," and also in exercise of the Power given by the 1858 Act issued to the Construction Company One thousand Mortgages for the Principal Sum of One hundred Pounds each and Interest at the Rate of Five *per Centum per Annum*, and such Mortgages still remain a Security for the Principal Sums and Interest aforesaid: And whereas on the First Day of *March* One thousand eight hundred and sixty-six the Company and Mr. *Richard Atwood Glass* on behalf of a new Company then intended to be formed, and called "The *Anglo-American Telegraph Company, Limited*," entered into the Contract contained in the Heads of Agreement set forth in the Schedule hereto: And whereas the said intended new Company was afterwards registered and incorporated under "The Companies Act, 1862," and have since adopted the said Heads of Agreement: And whereas in pursuance of the said Heads of Agreement, and a Contract made between the *Anglo-American* Company and the Construction Company a new Cable was manufactured, and in the Summer of the Year One thousand eight hundred and sixty-six was successfully laid between the Western Coast of *Ireland* and the Eastern Coast of *Newfoundland*, and the lost Portion of the Cable submerged in the Year One thousand eight hundred and sixty-five was recovered, repaired, and completed, and both the said Cables are now being worked for the Purposes of Telegraphic Communication: And whereas the Company have in the Manner prescribed by the 1859 Act further increased their Capital without attaching to such further Capital any special Rights or Privileges in the Payment of Dividends or otherwise, and the Share Capital of the Company is now the Sum of Two million Pounds Sterling, which includes the Sum of Six hundred thousand Pounds raised by the Issue of Eight *per Centum* Preference Shares as aforesaid, but some Portion of such additional Capital has not yet been issued: And whereas the whole of the Company's Share Capital already issued has been converted into Stock under the Powers conferred by "The Companies Clauses Consolidation Act, 1845:" And whereas it is expedient that the Company should have Power further to increase their Share Capital, so as the total Amount thereof, including the Capital already created and to be created under the Powers of this Act, shall not exceed the Sum of Three million five hundred thousand Pounds Sterling: And whereas it is expedient that further Power should be given to the Company of borrowing on Mortgage or Bond: And whereas it is also expedient that the Company should have Power to make and carry out such Arrangements with the *Anglo-American* Company as in this Act specified; but such Objects 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

The Atlantic Telegraph Amendment Act, 1867.

Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows :

Short Title.

1. This Act may be cited for any Purpose as "The *Atlantic Telegraph Amendment Act, 1867.*"

8 & 9 Vict.
c. 16. and
26 & 27 Vict.
c. 118. in-
corporated.

2. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to—

The Distribution of the Capital of the Company into Shares ;

The Transfer or Transmission of Shares ;

The Payment of Subscriptions and the Means of enforcing the Payment of Calls ;

The Forfeiture of Shares for Nonpayment of Calls ;

The Remedies of Creditors of the Company against the Shareholders ;

The borrowing of Money by the Company on Mortgage or Bond ;

The Conversion of borrowed Money into Capital ;

The Consolidation of Shares into Stock ;

The General Meetings of the Company and the Exercise of the Right of voting by the Shareholders ;

For making Dividends ; and

The giving of Notices ;

The Provisions to be made for affording Access to the Special Act by all Parties interested ;

And Part I. relating to the Cancellation and Surrender of Shares, and Part II. relating to additional Capital, of "The Companies Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act: Provided that the Rate of Dividend or Interest on Preference Shares or Preference Stock created or issued by the Company after the passing of this Act shall not exceed *Ten per Centum per Annum*, in addition to any (if any) Participation which may be attached to them under the Powers of this Act in the Balance of divisible Profits remaining after Payment of all Preferential Dividends, and *Four per Centum per Annum* on the Ordinary Shares and Stock of the Company.

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

3. 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; the Word "Share" shall include "Stock," and the Word "Shareholder" shall include "Stockholder," and the Expression "Superior Courts" or "Courts of competent Jurisdiction" shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

4. The

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4. The Company may from Time to Time, by a Resolution passed with the Assent of Three Fourths of the Votes of the Shareholders voting personally or by proxy at any General Meeting of the Company convened for that Purpose, further increase the Capital of the Company, so as the total Amount of Capital, including the existing Capital of the Company, shall not exceed the Sum of Three million five hundred thousand Pounds Sterling; and the Company may raise such further Capital by the Creation and Issue of new Ordinary Shares and Stock and new Preference Shares and Stock, or, at the Option of the Company, by any of those Modes: Provided that the Company shall not issue any Certificate or register any Transfer of any Stock until the Stock to which the Certificate or Transfer relates is fully paid up.

Power to
increase the
Capital.

5. The divisible Profits in each Year remaining, after Payment of all Preferential Dividends, shall first be applied in payment of a Dividend of Four *per Centum per Annum* on the Ordinary Shares and Stock of the Company, and if any Balance still remains the Holders of all Shares and Stock (excepting any new Shares or Stock created under the Authority of this Act which any Meeting of the Company creating the new Shares or Stock, or held before the Issue of the new Shares or Stock, resolves to exclude from such Participation) of the Company shall be entitled to participate in that Balance equally in proportion to the Amounts for the Time being paid up thereon respectively; but this Clause shall not affect the Provisions of the 122nd Section of "The Companies Clauses Consolidation Act, 1845."

Distribution
of surplus
Profits.

6. The Directors may issue any new Shares to be created under the Powers of this Act either at One Time or from Time to Time, as they think fit.

Issue of
new Shares.

7. The Company shall not issue any Share created under the Authority of 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 such Share shall have been paid in respect thereof.

Shares not
to issue
until One
Fifth paid
up.

8. All Capital raised by the Creation of new Shares under the Powers of this Act shall be a Part of the general Capital of the Company, and shall be subject to the same Provisions in all respects, whether with reference to the Payment of Calls or otherwise, as the original Capital, except so far as is by this Act or shall be before the Issue thereof otherwise provided.

New or
additional
Capital to
be Part of
general
Capital.

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9. All

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Voting, &c.

9. All Provisions in the said 1857, 1858, and 1859 Acts conferring or regulating the Power of Shareholders in the Company to vote are hereby repealed, and as from the passing of this Act each Shareholder in the Company shall have One Vote for every Sum of Twenty Pounds, whether in Shares or Stock, held by him, and for the Purposes of voting, Qualification, Quorums, and the like each Share shall be taken at its nominal Value.

Power to borrow on Mortgage or Bond.

10. After the *Anglo-American* Company shall have been paid off under the Ninth Article of the Heads of Agreement set forth in the Schedule to this Act, the Company may from Time to Time, with the Authority of any General Meeting, borrow on Mortgage or Bond such further Sums of Money as the Company think fit, so as the total Amount of Money for the Time being borrowed on Mortgage or Bond, including the One hundred thousand Pounds authorized to be so borrowed by the 1858 Act, shall not exceed Four hundred thousand Pounds.

Arrears may be enforced by Appointment of a Receiver.

11. The Mortgagees or Bond Creditors of the Company may enforce Payment of Arrears of Interest or Principal, or Principal and Interest, due on their Mortgages or Bonds by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver in respect of Principal, or Principal and Interest, the Amount owing to the Mortgagees by whom the Application for a Receiver is made shall not be less than Ten thousand Pounds in the whole.

Existing Mortgages to have Priority.

12. All Mortgages and Bonds granted by the Company in pursuance of the Powers of any Act of Parliament before the passing of this Act, and which are in force at the Time of the passing of this Act, shall during their Continuance have Priority over all Mortgages or Bonds granted by virtue of this Act.

Application of new Capital.

13. All Monies which the Company are by this Act authorized to raise either by Shares or by Mortgage or Bond shall be applied, first, in Payment of the Principal Monies which, when the Money is raised, may be due or overdue on any Mortgages of the Company, and of which the Mortgagees require Payment, together with any Interest on such Mortgages not otherwise satisfied, and subject thereto shall be applied for the Purposes and in and about the Undertaking of the Company; but this Enactment shall not take away, lessen, or prejudice any Right of any Mortgagee to the Payment of any Principal or Interest secured by his Mortgage.

Power to enter into Agreements with the

14. The Company and the *Anglo-American* Company may from Time to Time, with the Authority of a General Meeting of the respective Company, enter into and carry into effect any Arrangements touching

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touching the Settlement of Claims and Disputes under the said Heads of Agreement set forth in the Schedule hereto, and for the Variation or Extension of the same Heads of Agreement, and any formal Contract to be entered into in pursuance thereof: Provided that until any such formal Contract be entered into the said Heads of Agreement shall (subject to any Extension or Variation thereof under the Authority of this Act) be binding on both Companies, and those Heads are hereby confirmed: Provided also, that this Act shall not be deemed to take away, lessen, or prejudice any Powers which the Company and the *Anglo-American* Company respectively have otherwise than under this Act of entering into, making, or carrying into effect Agreements or Arrangements.

Anglo-
American
Company.

15. Subject to any Direction to the contrary that may be given by the Meeting at which the Resolution increasing the Capital of the Company under the Authority of this Act is passed, all Shares in the additional Capital created under that Authority shall be offered in the first place to the existing Holders of Shares or Stock in the Company in proportion to the Shares or Stock held by them, and such Offer shall be made in such Manner and on such Terms as the Company in General Meeting direct or resolve, and subject to any such Direction or Resolution shall be disposed of as the Directors of the Company think fit.

Option to
existing
Share-
holders to
take up
such
further
Capital.

16. Nothing in this Act contained shall alter, lessen, prejudice, or affect any of the Powers, Rights, or Interests of the *Anglo-American* Company under the Heads of Agreement set forth in the Schedule hereto.

Saving
Rights of
Anglo-
American
Company.

17. All the Costs and Expenses of and incidental to the applying for and obtaining this Act shall be paid by the Company.

Expenses of
Act.

*The Atlantic Telegraph Amendment Act, 1867.*SCHEDULE referred to in the foregoing Act.

HEADS of AGREEMENT between the Atlantic Telegraph Company and Mr. Richard Atwood Glass on behalf of a new Company to be formed, and called "The Anglo-American Telegraph Company, Limited," or some other Name.

Article 1. The new Company to make and complete for the Atlantic Company One thousand six hundred and sixty Nautical Miles of Submarine Telegraph Cable, including Fifty Miles of Shore Ends, according to a Specimen to be agreed on, of the same Size, Weight, and conductive and inductive Capacity, and with the same Degree of Insulation, as specified in the Contracts between the Atlantic Company and the Telegraph Construction and Maintenance Company, Limited, with regard to the Atlantic Cable of One thousand eight hundred and sixty-five; after the said new Cable shall have been made and tested the new Company shall cause the same to be coiled on board the "Great Eastern" or other suitable Vessel or Vessels, and shall during the Summer of One thousand eight hundred and sixty-six send out the said new Cable and the Residue of the Cable of One thousand eight hundred and sixty-five (consisting of One thousand and seventy Nautical Miles) now on board the "Great Eastern" to Sea, and by means of Apparatus and Fittings to be approved as herein-after provided, and under Charge of Engineers of approved Skill and Experience, proceed to lay a sufficient Portion thereof across the Atlantic Ocean between such Points on the Western Coast of Ireland and the Eastern Coast of Newfoundland as the Atlantic Company in consultation with the new Company shall decide, and shall also during the Summer of One thousand eight hundred and sixty-six use their best Endeavours to recover, repair, and complete in working Order the Cable of One thousand eight hundred and sixty-five, so as to establish a Second Submarine Telegraph Line between Ireland and Newfoundland: Provided nevertheless, and it is hereby expressly agreed and declared, that the Order in which the above Operations or any Part thereof shall be conducted shall be in the Option of the new Company, and that after the said new Cable shall have been completed, and the whole thereof coiled on board Ship ready for sailing, and the same and the Residue of the Cable of One thousand eight hundred and sixty-five shall have been duly tested, and such Cable has been found to answer the Requirements herein-before specified, and the Apparatus and Fittings of the Ship or Ships have been approved on behalf of the Atlantic Company by Mr. John Penn, or, him failing, Mr. Henry Maudsley, the Contractors shall not be responsible for any Damage or Breakage occurring to the said Cable arising from any Cause except the subsequent culpable Neglect or Default of the new Company or their Agents in carrying out the Operations hereby contracted for; the true Intent and Meaning of these Presents being that the new Company shall be bound to take all reasonable Precautions, and use their best Endeavours, and to make every reasonable Effort

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in accordance with these Presents to lay the new Line of Cable in good working Order, and to recover and repair the submerged Portion of the Cable of One thousand eight hundred and sixty-five, and complete the same to Newfoundland, so that each of the said Lines shall give efficient electrical Connexion between the Two Countries, but that they the new Company shall not be responsible for Failure if bonâ fide, using their best Endeavours as aforesaid.

Article 2. The new Company as Agents for the Atlantic Company to work all the Lines from Time to Time of the Atlantic Company and manage the Traffic thereof during the Continuance of the Contract, and take the Receipts, subject as after provided.

Article 3. The Receipts from the Atlantic Company's Lines (including their Proportion of Receipts for Through Messages) to be appropriated thus:

(A.) In paying all Expenses of Repairs, Maintenance, Management, and Staff for working the Traffic, and Five thousand Pounds per Annum for Direction, Secretarial, and Office Expenses in London of the Two Companies, divided between them in equal Proportions:

(B.) In paying the Interest on the One hundred thousand Pounds Debentures of the Atlantic Company now issued, so long as those Debentures are not paid off:

(C.) In paying One hundred and twenty-five thousand Pounds to the new Company in each Year from the Period at which either One of the Cables is opened for public Business:

(D.) In paying Seventy-two thousand Pounds to the Atlantic Company in each Year:

(E.) The Balance of each Year's Receipts to be then divided between the Two Companies in equal Shares, but no Deficiency in Payments under Paragraphs C. or D. in any One Year is to be carried forward to another Year.

Article 4. An Account of Receipts and Payments to be rendered monthly to the Atlantic Company, and a Balance Sheet quarterly. Whenever the new Company have more than One hundred and twenty-five thousand Pounds in hand in respect of the current Year's working, after paying or providing for Items A. and B., they are to pay over to the Atlantic Company quarterly within Twenty-one Days after Delivery of each quarterly Balance Sheet their Proportion of the Receipts in excess of the Items A. and B., and of One hundred and twenty-five thousand Pounds, such Payments to be considered as on Account only, and to be subject to Adjustment on the yearly Balance Sheet made up to the End of each Year after the opening of either Cable as aforesaid to public Business. If any over Payment shall appear on the yearly Balance Sheet to have been made to the Atlantic Company the Amount shall be forthwith repaid to the new Company.

Article 5. The Two Companies to agree upon the Tariff, appoint Accountant to audit and verify the Accounts on behalf of both Parties, and a general Manager for working the Traffic; in case of Difference between the Companies Reference to Arbitration.

Article 6. If the Cable of One thousand eight hundred and sixty-five be successfully completed by the new Company the Atlantic Company shall deliver to the new Company Ordinary Shares or Stock of the Atlantic Company credited as fully paid up to the Total par Value of One hundred and thirty-seven

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thousand

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thousand one hundred and forty Pounds; that is to say, so soon as the Cable of One thousand eight hundred and sixty-five shall have been successfully completed between Ireland and Newfoundland, including the Laying and Attachment of the Shore Ends on both Sides of the Atlantic, and when having been so completed it has been found to be in an efficient electrical Condition, as verified by the Certificate of the Atlantic Company's Electrician or other Officer duly appointed for that Purpose (and which Certificate he shall give on Application of the new Company), and has been practically shown to be competent to transmit in a businesslike and satisfactory Manner Two Test Messages of Twenty Words each to be dictated by the Atlantic Company, videlicet, One from Ireland to Newfoundland and One from Newfoundland to Ireland, the Atlantic Company shall thereupon deliver to the new Company out of the Ordinary Shares or Stock herein-before agreed to be delivered to them a Proportion thereof to the par Value of Fifty thousand Pounds, and the Remainder of the said Shares or Stock shall be delivered to the new Company in manner and at the Times following; that is to say, at the Expiration of Sixty Days from the Midday on which the First Instalment of those Shares or Stock was delivered, and provided the said Cable works efficiently at that Period a further Instalment to the par Value of Six thousand seven hundred and four Pounds, and a further Instalment to the par Value of Six thousand seven hundred and three Pounds at the Expiration of every Thirty Days, reckoning from the Midday of the last preceding Payment to the Midday of the Thirtieth Day from thence next ensuing, until the whole Amount of One hundred and thirty-seven thousand one hundred and forty Pounds shall have been paid; always providing at the Expiration of each Term of Sixty Days or Thirty Days, as the Case may be, that the said Cable be in efficient working Order, failing which in any Case no further Payments of such Stock or Shares are to be made by the Atlantic Company unless and until the said Cable shall have been efficiently repaired.

Article 7. If the new Company fail to lay the Cable of One thousand eight hundred and sixty-six successfully, and also fail to complete the Cable of One thousand eight hundred and sixty-five, having used their best Endeavours as specified in Article 1 herein-before contained, all the Cable unused or recovered, either of the Cable of One thousand eight hundred and sixty-five or One thousand eight hundred and sixty-six, to belong to the new Company, but subject to and upon that Company procuring the Atlantic Telegraph Company to be released from or effectually indemnified against their Debenture Debt of One hundred thousand Pounds, or so much thereof as shall be then owing by them or outstanding, and from and against any other Debt or Balance of Debt remaining due from them to the Telegraph Construction and Maintenance Company, Limited.

Article 8. If the new Company lay the Cable of One thousand eight hundred and sixty-six successfully, or complete the Cable of One thousand eight hundred and sixty-five, all the Cable unused or recovered to belong to the new Company absolutely.

Article 9. The Atlantic Company to have the Option up to First January One thousand eight hundred and sixty-nine of determining the Contract and taking all the Receipts themselves (but without Prejudice to Article 6 which shall continue in force) by giving Three Months Notice to the new Company, and upon the following Terms:

(A.) Payment in Cash to the new Company at the Expiration of the Notice of the Sum of Six hundred thousand Pounds:

(B.) Payment

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- (B.) Payment in Cash to the new Company at the like Period of the further Sum of Six hundred thousand Pounds, or, at the Option of the new Company, Delivery to them of Shares of the Atlantic Company ranking equally with the present Ordinary Shares for the whole or any less Amount of the last-mentioned Sum; any Balance of the last-mentioned Sum of Six hundred thousand Pounds not taken in Shares to be paid in Cash:
- (C.) The Accounts in respect of Receipts and Payments under Article 3 to be settled up to the Date of Determination of the Contract, and the Balance then adjusted and paid over.

Article 10. Two of the Atlantic Company's Directors to be Directors of the new Company, but subject to Retirement and Qualification, &c., as other Directors of the new Company.

Article 11. The new Company to have the Option of determining the Contract if their Capital is not fully subscribed by the Twenty-fifth March One thousand eight hundred and sixty-six.

Article 12. The Contract is to be subject to the Consent of the Telegraph Construction and Maintenance Company so far as requisite being obtained, and to their Lien under the Contract between them and the Atlantic Company dated Fifth May One thousand eight hundred and sixty-four.

Article 13. A formal Contract with all proper Details upon the Basis of these Heads, and with a general Arbitration Clause under "The Companies Clauses Act, 1845," to be executed by the Two Companies forthwith, such Contract to be settled, in case of Difference between the Solicitors of the Two Companies, by Mr. John Horatio Lloyd, or some Counsel to be named by him.

Dated this First Day of March One thousand eight hundred and sixty-six.

The Common Seal of the Anglo-American Telegraph Company, Limited.

HENRY BEWLEY,
Director.

JOHN C. DEANE,
Secretary.



R. A. GLASS.
On behalf of the Anglo-American Telegraph Company, Limited, as above described.

C. M. LAMPSON, } Directors.
F. LE BRETON, }

GEO. SAWARD,
Secretary.



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