



CHAPTER clxxviii.

An Act for effecting the Sale and Transfer to the Mayor, Aldermen, and Burgesses of the Borough of Birmingham, in the county of Warwick of the Undertakings of the Birmingham Gaslight and Coke Company and of the Birmingham and Staffordshire Gaslight Company; and for other purposes. A.D. 1875.
[2d August 1875.]

WHEREAS the Birmingham Gaslight and Coke Company (in this Act called the Birmingham Company,) are by the Birmingham Gas Act, 1855, continued, incorporated, and empowered to make gas, and to supply gas in the borough of Birmingham (in this Act called the borough):

And whereas an agreement for the sale and transfer of the undertaking of the Birmingham Company to the Mayor, Aldermen, and Burgesses of the borough (in this Act called the Corporation), has been made, and the same is set forth in the first schedule to this Act:

And whereas the Birmingham and Staffordshire Gaslight Company (in this Act called the Staffordshire Company) are by an Act of the session of 1845 (chapter sixty-six, Local and Personal) continued incorporated, and are under that Act, and the Birmingham and Staffordshire Gas (New Capital) Act, 1858, and the Birmingham and Staffordshire Gas Act, 1864, empowered to make gas and to supply gas in the borough and the neighbourhood thereof:

And whereas by the said Act of 1845, relating to the Staffordshire Company (section one hundred and ninety-four), it is enacted to the effect that it shall be lawful for the Staffordshire Company as therein provided to sell, convey, and assign their undertaking, property, rights, powers, and privileges, (subject to all then existing provisions, enactments, mortgages, contracts, and liabilities affecting the same,) to the Corporation under such terms and conditions as might be agreed on between the parties, and the Corporation were

[Ch. clxxviii.] *The Birmingham (Corporation) [38 & 39 VICT.]
Gas Act, 1875.*

A.D. 1875. empowered to effect the purchase, and have and hold the undertaking and property sold :

And whereas an agreement for the sale and transfer of the undertaking of the Staffordshire Company to the Corporation has been made, and the same is set forth in the second schedule to this Act :

And whereas it is expedient that the said two agreements (in this Act referred to as the scheduled agreements) be carried into effect, and accordingly that the same be by Act of Parliament confirmed and made binding on the Corporation and on the said two companies respectively (which companies are in this Act referred to as the two companies) :

And whereas it is expedient that the Corporation be empowered to borrow money for the purposes of the scheduled agreements and of this Act :

And whereas it is expedient that all necessary and proper powers for the making of gas, and in relation to the control and management of gas supply within the respective districts of the two companies, be conferred on the Corporation :

And whereas by the Birmingham Improvement Act, 1851, it is enacted (among other things) to the effect (section 63), that no application shall be made to Parliament by the council for further powers, or for power to raise further sums of money for the purposes of that Act, or for the purposes of any further or other Act until the council shall by notice given for two consecutive weeks in at least two of the newspapers published in the borough, have called a public meeting of the ratepayers of the borough, at which meeting the council of the borough shall cause to be stated the object of the intended application to Parliament, nor unless at such meeting the council shall be authorised by a majority of the ratepayers present at such meeting to make such application ; provided always, that the mayor of the borough shall be the chairman of such meeting, and the voting at such meeting shall be according to the principle established by the Acts of the fifty-eighth George the Third, chapter 69, and fifty-ninth George the Third, chapter 85, for the regulation of vestries: Provided also, that if a poll shall be demanded at the said meeting in respect of any question, it shall be open to all the ratepayers within the borough, during a period of three days next following the holding of such meeting, to signify their votes in writing in respect of such question, and the same shall be decided by the majority of votes so signified, and the principle of voting shall be in accordance with the principle to be adopted at the meeting under the provisions in the said section contained :

[38 & 39 VICT.] *The Birmingham (Corporation) [Ch. clxxviii.]*
Gas Act, 1875.

And whereas under the last-recited enactment the council of the borough caused to be held a meeting of the ratepayers of the borough on the 13th day of April 1874, and at that meeting a resolution was duly passed authorising and empowering the council to make or concur in an application to Parliament in the then present or then next ensuing session for the confirmation of the scheduled agreements, and for conferring on the Corporation all necessary powers in relation thereto, and a poll being demanded at the meeting in respect of that resolution the decision of the meeting was affirmed by the votes of the ratepayers of the borough: A.D. 1875.

And whereas estimates have been prepared by the Corporation for the purchase and adaptation of the undertakings of the two companies, and such estimates amount to the sum of two million pounds:

And whereas the objects aforesaid cannot be attained without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

1. This Act may be cited as *The Birmingham (Corporation) Gas Act, 1875.* Short title.

2. The scheduled agreements are hereby confirmed and made binding on the two companies respectively, and on the Corporation, and the same shall be carried into effect, subject and according to the provisions of this Act, and for that purpose the Corporation and the two companies respectively are hereby authorised and empowered to do all things necessary or proper for giving full effect to the stipulations of the scheduled agreements respectively, with the lawful and reasonable incidents and consequences thereof. Confirmation of scheduled agreements.

3. The sale under each of the scheduled agreements shall be carried into effect by a deed of conveyance duly stamped, and truly stating the consideration (which deed may be in the form set forth in the third schedule to this Act, or to the like effect, with such variations and additions as circumstances require), and on the execution of that deed by the respective selling company, the undertaking and property of that company, except as in the respective scheduled agreement is excepted (but including the benefit of all conditional or other contracts for the purchase of lands entered into by either of the said companies), shall, by virtue of that deed and of this Act, become and shall thenceforth be transferred to and vested in the Corporation for all the estate and interest of that Transfer of undertakings by deed.

[Ch. clxxviii.] *The Birmingham (Corporation) Gas Act, 1875.* [38 & 39 VICT.]

A.D. 1875. — company therein, subject and according to the provisions of that deed and of this Act.

Mortgages to continue first charge.

4. The mortgage debt of the respective selling company, and the interest thereon shall, after the execution of the respective deed of conveyance, continue to be a first charge on that company's undertaking when vested in the Corporation.

Companies debts, &c. to be paid, &c. by Corporation.

5. All debts (including the mortgage debt of the respective selling company, and any debt to their treasurer or bankers, and any unclaimed dividends), and all rents, rates, charges, liabilities, and sums of money, actions, suits, and proceedings, and causes of action, suit, or proceeding, and contracts and engagements which at the time of the execution of the respective deed of conveyance are due from or pending or existing against or binding on that company, shall be paid, discharged, settled, satisfied, and performed by the Corporation, who shall in all respects indemnify and save harmless the respective selling company from and against the same, and any action, suit, or proceeding, or cause of action, suit, or proceeding so pending or existing shall not abate or be discontinued or be in anywise prejudicially affected by reason of the sale or of anything in this Act, but the same may be continued, prosecuted, and enforced against the Corporation as and when it might have been continued, prosecuted, or enforced against the respective selling company if this Act had not been passed, but not further or otherwise without prejudice to any remedy over for the Corporation against the respective company under or by virtue of the scheduled agreement.

Application of money received by companies.

6. Each of the two companies shall hold all money paid to them by the Corporation under this Act, and all other money for the time being belonging to the respective company in trust, to pay thereout any costs, charges, and expenses not paid by the Corporation, and any sums the company may in general meeting order to be paid to officers, servants, agents, and others connected with the respective company, and to distribute the residue among the shareholders of the company, their executors, administrators, or assigns, according to the resolution of the company in general meeting, and for that purpose the persons who at the time of the distribution appear in the books of the company to be proprietors of shares in that company shall, unless in any case the contrary is shown to the satisfaction of the directors of the company, be considered to be shareholders thereof, and the receipt in writing of an executor or administrator of a deceased shareholder, or of the committee of a lunatic shareholder, or of the guardian of an infant shareholder, or of the husband of a female shareholder, shall discharge the com-

[38 & 39 VICT.] *The Birmingham (Corporation)* [Ch. clxxviii.]
Gas Act, 1875.

pany and the directors thereof from the money therein expressed to be received, and from any obligation affecting the share in respect whereof that money is paid. A.D. 1875.

7. If under the scheduled agreement with the Staffordshire Company that company testify by writing under their common seal their election to have annuities payable to the individual shareholders of that company, the following provisions shall have effect in relation thereto; (that is to say,)

Provisions
 respecting
 annuities to
 individual
 shareholders
 of the Staf-
 fordshire
 Company.

1. The Corporation shall forthwith after the execution by the Staffordshire Company of the deed of conveyance issue to every person entitled to an annuity, on demand, and on delivery of his share certificate, or proof of its loss or destruction, and without charge, a certificate of the annuity, and the certificate may be in the form in the fourth schedule to this Act, or to the like effect, and by agreement one certificate may include any number of annuities:
2. An annuity may, with the consent of the Corporation, be divided, at the option of the proprietor thereof, into two or more annuities of any amount not being less than one shilling; and all annuities, whether the same have been sub-divided or not, may, with the like consent, be consolidated with other annuities, as the proprietors thereof may direct:
3. The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the distribution of the capital of the company into shares, and to the transfer or transmission of shares, are hereby incorporated with this Act, and shall (except as expressly varied by this Act) apply to the Corporation, and to the annuities and annuitants, as if the Corporation were the company, and the annuities were shares in the company's undertaking, and the annuitants were shareholders thereof, and the form of transfer of an annuity may be according to the form in the fifth schedule to this Act, or to the like effect:
4. The fee payable upon the transfer or transmission of an annuity for or in respect of any entry in the register of annuitants, any endorsement on the certificate of the annuity, or any new certificate, shall not exceed one shilling.

8. The Staffordshire Company, or the annuitants (as the case may be), may, without prejudice to their other remedies, enforce payment of arrears of their annuity or annuities, and the Birmingham Company may, in case any half-yearly payment of the rent secured

Receiver for
 annuitants
 and rent.

A.D. 1875. — to them by the scheduled agreement with them shall be in arrear for a longer period than twenty-one days after the same shall have become due, and without prejudice to their other remedies, enforce payment by the appointment of a receiver, as if they were mortgages of the Corporation, and as if such annuity or annuities or rent in arrear were arrears of interest due on their mortgages, and for that purpose the provisions in that behalf of the Companies Clauses Consolidation Act, 1845, shall apply.

Recovery of instalments of annuities.

9. If within thirty days after an instalment of the annuity or an annuity (as the case may be) becomes payable it is not paid, the company or the annuitant (as the case may be) may recover the amount thereof against the Corporation, with interest and costs, by proceedings in any court of competent jurisdiction.

Winding up and dissolution of company.

10. The directors of the two companies respectively may exercise all powers necessary and proper for distributing the assets and winding up the affairs of their respective company, and when and as soon as the assets of the respective company have been distributed, and their affairs have been wound up, the respective company shall be by virtue of this Act dissolved.

Charge of annuities on undertakings and rates.

11. The annuity or several annuities payable by the Corporation under the scheduled agreement with the Staffordshire Company (in this Act referred to as the Staffordshire gas annuity or annuities,) shall by virtue of this Act be charged and issuing as follows; (that is to say,)

First. The same shall be charged on and issuing out of the Staffordshire Company's undertaking when vested in the Corporation, and the income arising therefrom, subject only to the mortgage debt of the Staffordshire Company, and the interest thereon, and to any rent or charge issuing out of or charged on that undertaking at the passing of this Act, but in priority to all other charges for the time being affecting the Staffordshire Company's undertaking:

Secondly. The same shall be charged on and issuing out of the undertaking of the Birmingham Company when vested in the Corporation, and the income arising therefrom, subject to the mortgage debt of the Birmingham Company, and the interest thereon, and to any rent or charge issuing out of or charged on that undertaking at the passing of this Act, and to any charge in favour of the Birmingham Company created by the Corporation in pursuance of this Act, but in priority to all other charges for the time being affecting the Birmingham Company's undertaking:

[38 & 39 Vict.] *The Birmingham (Corporation)* [Ch. clxxviii.]
Gas Act, 1875.

Thirdly. The same shall be charged on and issuing out of all other the gas undertaking for the time being of the Corporation, and the income arising therefrom, and on and out of the borough fund and borough rate for the time being of the borough. A.D. 1875.

12. The Corporation may at any time, if and when they think fit, redeem the Staffordshire gas annuity or annuities, or any of them, at a price to be agreed on between the Corporation and the Staffordshire Company, or the respective annuitant (as the case may be), and on any annuity being redeemed the same shall be extinguished. Power to redeem annuities.

13. The proportionate interest of each shareholder of the Staffordshire Company in the Staffordshire gas annuity, or his Staffordshire gas annuity or annuities, shall in all respects at law and in equity be substituted for and represent his shares in the capital of the company, and the same shall be held and go on with and subject to the like trusts, powers, and liabilities as those on, with, and subject to which his shares were held and would have gone, and so as to give effect to and not to defeat any testamentary or other disposition. Annuities, &c. to represent shares.

14. The Corporation shall not be bound to see to the application or be answerable for mis-application or non-application of any money paid by them in pursuance of either of the scheduled agreements and of this Act to or for either of the two companies, and the receipt in writing of three directors of the respective company for any money so paid shall be an absolute discharge in respect thereof to the Corporation. Protection to Corporation in respect of payments.

15. The Corporation may from time to time (without prejudice to the provisions of this Act relating to priorities of charges,) borrow at interest on the security of the undertakings of the two companies when vested in the Corporation, and the borough fund and borough rate of the borough, or any of them, or any part of any of them, for any purpose of the gas undertaking of the Corporation, or of this Act, requiring the expenditure of a capital sum of money, such money as they think necessary, not exceeding, except with the approval of the Local Government Board, the sum of two million pounds, and may mortgage the same undertakings, fund, and rate, or any of them, or any part of any of them, as security for repayment of the money so borrowed with interest accordingly: And for the purpose of this section, the issue of annuities under this Act shall, during the continuance of such annuities, be taken as reducing the amount by this Act authorised to be borrowed without the approval of the Local Government Board Power for Corporation to borrow.

[Ch. clxxviii.] *The Birmingham (Corporation) Gas Act, 1875.* [38 & 39 VICT.]

A.D. 1875. — to the extent of the capitalised value of the annuities issued, such value to be calculated on the basis of twenty years purchase; but on the redemption by the Corporation of any such annuities (except in relation to the sinking fund) the amount so authorised to be borrowed without such approval as aforesaid shall be increased by the amount of the capitalised value (calculated as aforesaid) of the annuities redeemed.

Form of mortgage.

16. Every mortgage made by the Corporation under this Act shall be by deed under their common seal duly stamped and truly stating the consideration, and may be in the form given in the sixth schedule to this Act, or a form to the like effect.

Coupons for interest on mortgages.

17. The Corporation may issue to holders of their mortgages under this Act coupons for interest thereon in such form as they think fit so as every coupon do refer to the mortgage to which it relates, and do specify the amount and time of payment of one half year's interest, to fall due on the principal money secured by the mortgage, and be authenticated by the signatures of two persons thereunto expressly authorised by the Corporation (which authorisation shall be presumed until the contrary is shown), and on presentation of a coupon to the treasurer of the borough he shall pay to the presenter the amount of interest thereon expressed and thereby appearing to be then due and payable, and on the audit of the treasurer's accounts a coupon shall be accepted as a sufficient warrant for his payment of the amount for which it was issued, but the treasurer shall not be bound, unless he sees fit, to make any payment of interest beyond the amount of the money of the Corporation then in his hands and applicable in that behalf.

Power to create Birmingham Corporation debenture stock.

18. For enabling the Corporation to substitute a continuing stock for renewable mortgages, the following provisions shall have effect; (that is to say)

(1.) The Corporation instead of raising on mortgage any money which they are by this Act authorised to borrow may raise the same by creation and issue at such times, in such amounts and manner, at such price, on such terms, subject to such conditions, and with such rights and privileges as they think fit, of stock, to be called Birmingham Corporation Debenture Stock, bearing a fixed and perpetual interest payable half-yearly, or otherwise, and redeemable at the option of the Corporation at par at such times and on such conditions as the Corporation declare at the creation thereof:

(2.) Birmingham Corporation debenture stock shall (subject to the provisions of this Act) be transferable by deed

[38 & 39 VICT.] *The Birmingham (Corporation) [Ch. clxxviii.]*
Gas Act, 1875.

(which may be in the form in the eighth schedule to this Act, or to the like effect) and shall have all the incidents of personal estate: A D. 1875.

- (3.) The Corporation shall enter all Birmingham Corporation debenture stock from time to time issued by them in a register, with the names and addresses of the holders, and the amounts of their holdings:
- (4.) The register shall be accessible for inspection at all reasonable times to mortgagees of the Corporation and holders of Birmingham Corporation debenture stock without charge:
- (5.) Subject to the provisions of this Act, the Corporation shall deliver to each holder of Birmingham Corporation debenture stock a certificate stating the amount held by him, and the certificate shall entitle the holder to the like rights and powers as if it was a mortgage by deed under this Act granted by the Corporation other than the right to require payment of the nominal principal money represented by the stock, and the certificate may be in the form in the seventh schedule to this Act, or to the like effect.

19. For enabling the shareholders of the Staffordshire Company to obtain the benefit of stock in lieu of annuities, the following provisions shall have effect; (that is to say,) Creation of Corporation gas debenture stock.

- (1.) On the application of the Staffordshire Company in writing under their common seal before the creation of the aggregate annuity, or of individual annuities, the Corporation may, if they think fit, instead thereof create and issue debenture stock bearing a fixed and perpetual interest, at a rate to be agreed upon between the Corporation and the Staffordshire Company, and such interest being equal in aggregate amount to the aggregate amount of the individual annuities, and being payable half-yearly or quarterly, and the stock being redeemable at and on such price, times, and conditions as the Staffordshire Company or the holder of the stock for the time being and the Corporation agree on:
- (2.) That stock shall be called Birmingham Corporation gas debenture stock (and is in this Act referred to as gas debenture stock):
- (3.) The Corporation shall enter the gas debenture stock in a register, with the names and addresses of the holders, and the amount of their holdings:

[Ch. clxxviii.] *The Birmingham (Corporation) [38 & 39 VICT.]
Gas Act, 1875.*

A.D. 1875.

- (4.) The register shall be accessible for inspection at all reasonable times to holders of gas debenture stock without charge :
- (5.) Subject to the provisions of this Act, the Corporation shall deliver to each holder of gas debenture stock a certificate under their common seal stating the amount held by him, and the certificate shall entitle the holder to the like rights and powers as if it were a mortgage for a like amount, by deed granted by the Corporation under this Act other than the right to require payment of the nominal principal money represented by the stock, and the certificate may be in the form in the seventh schedule to this Act annexed, or to the like effect :
- (6.) The interest of gas debenture stock shall be charged, and issuing on and out of the same undertakings, property, works, rental, income, fund, and rate, and in the same manner and priority on, out of, and in which the individual annuities, if and when they had been created, would under this Act have been charged and issuing :
- (7.) Gas debenture stock shall (subject to the provisions of this Act) be transferable by the holders thereof in any amount, and in other respects shall be transmissible as and have all the incidents of personal estate :
- (8.) Transfers of gas debenture stock may be in the form in the eighth schedule to this Act, or to the like effect.

Provision
for issue of
debenture
stock cer-
tificates
transferable
by delivery
with coupons
payable to
bearer.

20. For the benefit of holders of Birmingham Corporation debenture stock, and of gas debenture stock respectively (in this section respectively called stock holders and stock), the following provisions shall have effect :

- (1.) On the application of a stock holder the Corporation may, if they think fit, issue to him a stock certificate to bearer, that is to say, a certificate of title to his stock, or any part thereof, with coupons annexed, entitling the bearer of the coupons to the interest of the stock :
- (2.) Where a stock certificate to bearer is outstanding the stock represented thereby shall cease to be transferable by deed :
- (3.) A stock certificate to bearer shall entitle the bearer to the stock therein described, and shall be transferable by delivery :
- (4.) The bearer of a stock certificate to bearer may, on delivery of his certificate, and of all unpaid coupons belonging

thereto to the Corporation, require the Corporation to enter him in the register of the Corporation as a holder of the stock described in the certificate under which he derives title, and thereupon that stock shall be re-entered in the register, and shall become transferable by deed, and the interest thereon shall be payable as if no stock certificate to bearer had been issued in respect of that stock: A.D. 1875.

- (5.) The coupons annexed to a stock certificate to bearer shall comprise the interest to be payable in respect of the stock therein described for not less than five years from the date of the certificate:
- (6.) On the expiration of that period fresh coupons shall be issued for a further period of not less than five years, and so for successive periods of not less than five years each during the continuance in force of the stock certificate, but the Corporation may, if they think fit, in lieu of issuing fresh coupons in respect of a stock certificate to bearer, give in exchange a fresh stock certificate to bearer with coupons annexed:
- (7.) The payment to the bearer of a coupon of the amount expressed therein shall be a full discharge to the Corporation from all liability in respect of that coupon, and the interest represented thereby:
- (8.) A trustee of stock shall not apply for or hold a stock certificate to bearer unless authorised to do so by the terms of his trust, and any contravention of this provision by a trustee shall be deemed a breach of trust; but this provision shall not impose on the Corporation an obligation to inquire whether a person applying for a stock certificate to bearer is or is not a trustee, or subject the Corporation to any liability in the event of their issuing a stock certificate to bearer to a trustee, or invalidate any stock certificate to bearer issued:
- (9.) No notice of any trust in respect of any stock certificate to bearer, or of any coupons, shall be receivable by the Corporation:
- (10.) If a stock certificate to bearer or a coupon is lost or destroyed the Corporation shall issue a new certificate or coupon on receiving indemnity to their satisfaction against the claims of all persons deriving title under the certificate or coupon lost or destroyed:
- (11.) Stock described in a stock certificate to bearer shall be deemed to be charged on the same securities, and to be

A.D. 1875.

subject to the same powers of redemption, and, save as relates to the mode of transfer and payment of interest thereon, shall be subject to the same incidents in all respects as if it had continued entered in the register of the Corporation as stock transferable by deed :

- (12.) On the issue of a stock certificate to bearer, a fee not exceeding five shillings on every one hundred pounds of stock included in the certificate, and a proportionate fee for any less sum of stock, shall be payable to the Corporation :
- (13.) No fee shall be charged on the issue of a stock certificate to bearer in exchange for a like certificate :
- (14.) On the re-entry by the Corporation of the stock included in a stock certificate to bearer a fee not exceeding five shillings shall be payable to the Corporation.

The Corporation, with the approval of the Local Government Board, may from time to time issue any forms required for carrying into effect the provisions of this section, and make any regulations not inconsistent with this Act relating to the following matters :—

- (a.) The time for which coupons are to be given :
- (b.) The mode in which the Corporation are to act in issuing stock certificates to bearer, or entering in the register the holders of stock certificates to bearer, or taking any other proceedings in relation to stock under this section :
- (c.) The mode of proving the title of or identifying any person applying for a stock certificate to bearer, or deriving any title under a stock certificate to bearer :
- (d.) The mode of proof of the loss or destruction of a stock certificate to bearer or coupon :
- (e.) Any other matter necessary to carry this section into effect.

Provision
for issue of
annuity
certificates
transferable
by delivery
with coupons
payable to
bearer.

21. The Corporation may, if they think fit, on the application of the proprietor of a Staffordshire gas annuity or annuities, issue to such proprietor an annuity certificate to bearer, that is to say, a certificate of title to his annuity, with coupons annexed, entitling the bearer of the coupons to the annuity or annuities, and in that case all the provisions of section 20 of this Act (provisions for issue of debenture stock certificates, transferable by delivery with coupons payable to bearer,) shall, mutatis mutandis, apply as if a stock certificate to bearer were an annuity certificate to bearer and a stockholder were the proprietor of an annuity, but the fee payable to the Corporation on the issue of an annuity certificate to bearer shall not exceed five shillings on every four pounds of

[38 & 39 VICT.] *The Birmingham (Corporation) [Ch. clxxviii.]*
Gas Act, 1875.

annuity included in the certificate, and a proportionate fee for any less sum. A.D. 1875.

22. The several holders of Birmingham Corporation debenture stock, and of gas debenture stock respectively, may, without prejudice to their other remedies, enforce payment of arrears of interest by the appointment of a receiver, and for that purpose the provisions in that behalf applicable of the Companies Clauses Act, 1863, shall apply, mutatis mutandis, to the Corporation and to the holders of such debenture stock and to the receiver, and the nominal amount of debenture stock to authorise an application for a receiver shall be the sum of one thousand pounds. Receiver for debenture stock holders.

23. The Corporation may agree with any holder of a Staffordshire gas annuity to substitute for the same Birmingham Corporation debenture stock, at such price and on such terms and conditions as the Corporation and the annuitant agree on, and the Corporation may thereupon create and issue as aforesaid Birmingham Corporation debenture stock to the requisite amount for that purpose, and any annuity in substitution for which debenture stock is issued shall be extinguished. Substitution of debenture stock for annuity.

24. The Corporation shall, at the expiration of five years from the passing of this Act, out of the revenue from the gas undertaking, or out of the borough fund and borough rate of the borough, make provision for the extinction of the Staffordshire gas annuity or annuities, either by instalments or by means of a sinking fund, appropriated and invested, and with the accumulations thereof (if any) from time to time applied for that purpose, so as in either case to extinguish or be in a position to extinguish the whole annuity or annuities within eighty-five years from the passing of this Act, and if at the end of that time the Staffordshire gas annuity or any part thereof, or the Staffordshire gas annuities, or any of them, is or are not wholly extinguished, then the Corporation shall, as long as they are liable to pay the same, apply in or towards that payment the annual income arising from the sinking fund provided under this section; and the amounts of the instalments, and the amounts to be from time to time appropriated for such sinking fund, shall be such as the Local Government Board shall, having regard to the provisions of this section, approve. Sinking fund for annuities.

25. The Corporation shall pay off all money raised by them under this Act on mortgage or debenture stock, either by instalments or by means of a sinking fund appropriated and invested, and with the accumulations thereof (if any) from time to time applied Payment by instalments or sinking fund.

[Ch. clxxviii.] *The Birmingham (Corporation) Gas Act, 1875.* [38 & 39 VICT.]

A.D. 1875. for that purpose, so as in either case to extinguish the debt as follows; (that is to say,)

As regards any money borrowed before the expiration of five years from the passing of this Act, within eighty years after the expiration of those five years; and

As regards any money borrowed after the expiration of those five years, within eighty years after the same is borrowed.

And the amounts to be from time to time paid off by instalments, or appropriated for a sinking fund, shall be such as the Local Government Board shall, having regard to the provisions of this section, approve.

Annual return to Local Government Board with respect to sinking fund.

26. The treasurer of the borough shall, within twenty-one days after the expiration of each year during which any sum is required to be set apart for a sinking fund, or to be paid off by instalment under this Act, transmit to the Local Government Board a return in the form prescribed by that Board, and verified by statutory declaration if so required by them, showing the amount which has been invested or applied for the purpose of such sinking fund during the year next preceding the making of such return, and the description of the securities upon which any investment has been made, and the amount paid off by instalment, and the purposes to which any portion of the sinking fund or investment has been applied during the same period, and the total amount (if any) remaining invested at the end of the year, and in the event of any wilful default in making such return, he shall be liable to a penalty not exceeding twenty pounds. If it appears to the Local Government Board by such return, or otherwise, that the Corporation have failed to set apart the sum required for the sinking fund, or to pay any instalment, or have applied any portion of the money set apart for the sinking fund to any purposes other than those authorised, the Local Government Board may, if they think fit, and after hearing the Corporation, if desirous to be heard, by order direct that a sum not exceeding double the amount in respect of which default has been made shall be set apart and invested or applied as part of the sinking fund, and that order shall be enforceable by writ of Mandamus, to be obtained by the Local Government Board out of the Court of Queen's Bench.

Power to re-borrow.

27. The Corporation may from time to time re-borrow any amount borrowed by them under this Act, and paid off otherwise than by instalments, or by means of a sinking fund.

Application of money borrowed.

28. All money borrowed by the Corporation under this Act shall be applied in payment of their costs, charges, and expenses of and

[38 & 39 VICT.] *The Birmingham (Corporation) [Ch. clxxviii.]*
Gas Act, 1875.

preliminary and incidental to the preparing for, obtaining, and passing of this Act, and for the effectual execution of the scheduled agreements and of this Act, and the extension and improvement of their gas undertaking in respect of objects to which capital money is properly applicable, and for no other purpose.

A.D. 1875.

29. A lender of money to the Corporation under this Act shall not be bound or entitled to inquire respecting the observance by them of any provision of this Act, or be bound to see to the application, or be answerable for mis-application or non-application of money lent by him.

Protection to lenders.

30. All mortgages of the Corporation subsisting at the passing of this Act shall, during their continuance, have priority of charge on the property, rate, or other security therein comprised, over all annuities and mortgages granted under this Act, and over the rent secured by this Act under the scheduled agreement with the Birmingham Company, and over all Birmingham Corporation debenture stock and gas debenture stock, and as between Birmingham Corporation debenture stock and mortgages of the Corporation charged on the same property, rate, or other security, the interest of that debenture stock shall rank after the interest and principal of mortgages subsisting at the passing of this Act, and shall rank equally with the interest and before the principal of mortgages granted under this Act.

Priorities of existing and future mortgages and of debenture stock and annuities.

31. Where a power has been before the passing of this Act given to trustees, executors, administrators, or other persons holding funds in a fiduciary capacity, to invest those funds in or on shares, mortgages, or bonds of either of the two companies, or on the mortgages or debentures of a municipal corporation in England, or a power is after the passing of this Act given to trustees, executors, administrators, or other persons holding funds in a fiduciary capacity, to invest those funds on the mortgages or debentures of a municipal corporation in England, that respective power shall, unless the contrary is expressed in the instrument creating it, be deemed to include a power to invest those funds in Birmingham Corporation debenture stock, or Staffordshire gas annuities, or gas debenture stock, and an investment thereof in the same may be made accordingly.

Power for trustees to invest in debenture stock.

32. If any money is payable under this Act to or for the benefit of a person being an infant or person of unsound mind, so found by inquisition, the receipt of the guardian or committee of his estate shall be a discharge to the Corporation for the same.

Receipts of guardians, &c.

[Ch. clxxviii.] *The Birmingham (Corporation) [38 & 39 VICT.]
Gas Act, 1875.*

A.D. 1875.
Application
of Companies
Acts to
Corporation.

33. On the vesting in the Corporation of the respective undertaking of either of the two companies, all the powers and authorities of that company shall be by virtue of this Act transferred to and vested in the Corporation in relation to the undertaking of that company, and the Acts of that company shall thenceforth be read and have effect as if the Corporation had been therein named instead of the company, subject, nevertheless, and according to the following exceptions and provisions; (that is to say,)

- (1.) The provisions of the Companies Clauses Consolidation Act, 1845, and of the Companies Clauses Act, 1863, incorporated with any of those Acts, shall not apply to the Corporation:
- (2.) The provisions of the Gasworks Clauses Act, 1847, incorporated with any of those Acts with respect to the amount of profit to be received by the undertakers when the gasworks are carried on for their benefit shall not apply to the Corporation:
- (3.) The provisions of those Acts relating to the constitution, or capital, or the dividends, or the application of the profits of the respective company:
- (4.) Any provision of those Acts requiring notice before the opening or breaking up by a company of a street, highway, sewer, or drain shall not apply where the street, highway, sewer, or drain is under the control or management of the Corporation:
- (5.) Penalties imposed by those Acts shall not be cumulative as regards the Corporation.

Price of gas
outside
borough.

34. Notwithstanding anything in this Act, the charge for gas supplied by the Corporation outside the borough, except within the parishes, townships, and places of Northfield and Yardley, shall be the same as the charge for the time being made for gas supplied by the Corporation within the borough in the like circumstances, and section twelve of the Birmingham and Staffordshire Gas Act, 1864, shall, as regards Northfield and Yardley, continue in force.

Price of gas.

35. Notwithstanding anything in this Act, the Corporation shall not charge a higher price for gas supplied by them within or without the borough (except within the parishes, townships, and places of Northfield and Yardley,) than at the rate of four shillings for one thousand cubic feet.

Application
by Corpora-
tion of gas
revenue.

36. The Corporation shall keep an account in respect of their gas undertaking separate from all their other accounts, and shall apply all money from time to time received by them in respect

[38 & 39 VICT.] *The Birmingham (Corporation) [Ch. clxxviii.]*
Gas Act, 1875.

thereof, including any annual sum or sums payable in respect of the sale of any portion of the undertaking, except borrowed money, in the manner and in the order following, and not otherwise; (that is to say,) A.D. 1875.

First, in payment of their costs, charges, and expenses of and preliminary and incidental to the preparing for, obtaining, and passing of this Act, as far as the same are not paid, out of money borrowed under this Act, and of their costs, charges, and expenses in any manner relating to the transfer to and vesting in them of the undertakings of the two companies:

Secondly, in payment of the costs, charges, and expenses of the Corporation of and incidental to the granting and issuing of annuities, mortgages, and debenture stock under this Act:

Thirdly, in payment of the working and establishment expenses, and cost of maintenance of their gas undertaking, and the costs of collection, and recovery of gas rents:

Fourthly, in payment of the Staffordshire gas annuities, or, as the case may be, the interest on the gas debenture stock:

Fifthly, in payment of the interest on the mortgages and Birmingham Corporation debenture stock granted and issued under this Act:

Sixthly, in providing the requisite instalments or sinking fund under this Act:

Seventhly, in payment of all other their expenses of executing this Act:

Eighthly, in providing a reserve fund, if they think fit, by setting aside such money, as they from time to time think reasonable, and investing the same, and the resulting income thereof in Government securities, or in Birmingham Corporation debenture stock, or gas debenture stock, or other securities, and accumulating the same at compound interest, until the fund so formed amounts to fifty thousand pounds during the period of ten years from the passing of this Act, and after that period to one hundred thousand pounds, which fund shall be applicable from time to time to answer any deficiency at any time happening in the income of the Corporation from their gas undertaking, or to meet any extraordinary claim or demand at any time arising against the Corporation in respect of that undertaking, and so that if that fund is at any time reduced it may thereafter be again restored to the sum of one hundred thousand pounds, and so from time to time as often as such reduction happens:

And they shall from time to time carry to the borough improvement rate or fund the net surplus remaining, after the fulfilment of the

[Ch. clxxviii.] *The Birmingham (Corporation) [38 & 39 Vict.]
Gas Act, 1875.*

A.D. 1875. several purposes aforesaid, and the annual proceeds of the reserve fund when amounting to one hundred thousand pounds.

Application
of Gasworks
Clauses Act,
1871.

37. The Gasworks Clauses Act, 1871, shall apply to the respective undertaking of each of the two companies when vested in the Corporation as if the respective undertaking was authorised by this Act, subject and according to the following provisions; (that is to say,)

- (1.) With reference to section three this Act shall be the special Act :
- (2.) With reference to section five this Act shall be the special Act, and the lands described in the ninth schedule to this Act shall be deemed to be described in this Act :
- (3.) Sections seven and eight (relating to shareholders and mortgagees) shall not apply to the Corporation :
- (4.) With reference to section eleven the prescribed pressure shall be such as to balance from midnight to sunset a column of water not less than six tenths of an inch in height, and from sunset to midnight a column of water not less than eight tenths of an inch in height at the main as near as may be to the junction therewith of the service pipe by which each consumer is supplied; and any gas examiner appointed under the Gasworks Clauses Act, 1871, may, subject to the terms of his appointment, from time to time test the pressure at which the gas is supplied, and may for that purpose open any street, road, passage, or place vested in or under the control of the Corporation, or any public street, road, passage, or place; and the provisions of the Gasworks Clauses Act, 1871, relating to testing of gas, and to penalties, shall (with such variations as may be requisite) apply to the testing of pressure; and two hours previous notice shall be given to the Corporation of the time and place at which the testing of pressure shall be conducted :
- (5.) With reference to section twelve the prescribed number of candles shall be fifteen :
- (6.) With reference to section twenty-eight the prescribed place shall be some part of the gasworks of the Corporation, and the prescribed time shall be six months after the passing of this Act :
- (7.) With reference to Schedule (A.) the prescribed burner shall be Sugg's London argand burner, No. 1, consuming at the rate of five cubic feet of gas per hour.

[38 & 39 VICT.] *The Birmingham (Corporation)* [Ch. clxxviii.]
Gas Act, 1875.

38. Upon the application of five consumers, two justices may, by order in writing, appoint some competent and impartial person to be a gas examiner, and such person shall thereupon possess and be entitled to exercise all the powers which are conferred on a gas examiner by the Gasworks Clauses Act, 1871, and that whether a gas examiner shall or shall not previously have been appointed by the Corporation.

A.D. 1875.
Gas ex-
aminer may be
appointed at
the instance
of consumers.

39. If the commissioners for putting in execution the powers and provisions of the Walsall Improvement and Market Act, 1848, or the mayor, aldermen, and burgesses of the borough of Walsall shall, before the expiration of the session of Parliament to be holden in the year one thousand eight hundred and seventy-six, be empowered to purchase from the Corporation and acquire so much of the undertaking of the Staffordshire Company as relates to the supply of gas within the borough of Walsall, and to exercise the rights, powers, and privileges connected therewith, the Corporation may sell and give up the same to such public body empowered as aforesaid on the terms following; (that is to say,)

Provision
for sale of
Walsall
portion of
undertaking
to the com-
missioners or
Corporation
of Walsall.

(1.) The property to be included in such sale may be the lands, buildings, works, mains, pipes, plant, meters, fittings, and effects; or any of them, situate within the borough of Walsall:

(2.) The purchase money or consideration for the sale and giving up of the undertaking and property aforesaid may be a yearly sum of one thousand three hundred pounds, payable half-yearly, and redeemable as between the Corporation and the purchasing public body in the same manner in which the Staffordshire gas annuities are by this Act made redeemable as between the holders thereof and the Corporation, and the said yearly sum may be secured as follows; that is to say,

(a.) If the commissioners shall be the purchasers, on the gas undertaking of the commissioners, and on the improvement rate which the commissioners are authorised to levy;

(b.) If the mayor, aldermen, and burgesses of the borough of Walsall shall be the purchasers, on their gas undertaking, and on the borough fund and rate of the borough of Walsall:

And the Corporation may enter into any preliminary agreement for sale within the terms of this section for the purpose of enabling such public body as aforesaid to apply in the session of Parliament to be holden in the year one thousand eight hundred and seventy-

[Ch. clxxviii.] *The Birmingham (Corporation) Gas Act, 1875.* [38 & 39 VICT.]

A.D. 1875. six for power to acquire on such terms; and on the completion of such sale the Corporation shall be relieved from all obligation to supply gas within the borough of Walsall.

Provision
for sale of
portions of
undertaking
to sanitary
authorities.

40. If any local or sanitary authority or authorities within the limits of supply of the Staffordshire Company shall bring in a Bill in the next or next succeeding session of Parliament for the purchase of that portion of the gas undertaking now of the Staffordshire Company which is contained within the district of such local or sanitary authority or authorities, save and except the land of the company and the West Bromwich Works, and the main or mains extending therefrom to the borough, by agreement, or, failing agreement, by arbitration under the Companies Clauses Consolidation Act, 1845, then the Corporation shall not oppose such application to Parliament except on clauses, and in case such Bill shall pass into law, then in case such local or sanitary authority or authorities give notice of their intention to purchase within two months after the passing of such Act, the Corporation shall sell, and such local or sanitary authority or authorities shall buy the portion or portions of the said undertaking in the manner herein-before mentioned; and one such arbitration shall determine the principle of valuation as between the Corporation and any other authority or authorities within the limits aforesaid: Provided that before any such arbitration as aforesaid shall be held one month's notice in writing shall be given by the Corporation to each of the local authorities or sanitary authorities within the limits of this Act of the intention of the holding, and of the time and place of such arbitration; and each of such local or sanitary authorities is hereby authorised to appear and be heard before such arbitrator or arbitrators, by their counsel, agents, and witnesses: And the Corporation shall apply the proceeds of any sale under this section in the first place in paying off the amount (if any) payable to the Birmingham Company under the scheduled agreement with them, and in the next place in paying off money owing by them under this Act on mortgage or Corporation debenture stock or gas debenture stock, or in redeeming annuities, or in purchasing other land and property, and constructing works in connexion with their gas undertaking, and for other purposes in connexion therewith, for which capital is properly applicable.

Corporation
may retain
certain
mains, &c.

41. The Corporation shall be at liberty to retain and use any mains and pipes or other apparatus within the district of any local authority so purchasing which shall be necessary for supplying with gas any other district or districts within the limits of the Staffordshire Company, and such retention shall be upon such terms and conditions as may be agreed upon between the Corporation and

[38 & 39 VICT.] *The Birmingham (Corporation) [Ch. clxxviii.]*
Gas Act, 1875.

such local authority, or, failing agreement, as may be determined by the arbitrator or arbitrators on such purchase as aforesaid; and the local authority shall afford such facilities as may from time to time be necessary for enabling the Corporation to continue the supply of gas to the remaining portions of their undertaking. A.D. 1875.

42. The Corporation may at any time after the passing of this Act sell to any sanitary authority within the limits of supply of the Staffordshire Company that portion of the gas undertaking now of the Staffordshire Company which is contained within the district of such sanitary authority (except the mains and pipes or other apparatus which shall be necessary for supplying with gas any other district or districts), upon such terms and conditions as may be agreed on between the parties, and such sanitary authority may, when duly authorised in that behalf, purchase and hold the same, and the Corporation shall apply the proceeds of any sale under this section in the same manner as they are required to apply the proceeds of any sale under section 40 of this Act. For sale by agreement of portions of undertaking to sanitary authorities.

43. Upon the completion of the purchase of any portion of the Staffordshire Company's undertaking by any local authority, all rights and powers of the Corporation under this or any other Act to supply gas within the district of such local authority shall thereupon cease and determine. Upon sale to local authority Corporation to cease to supply gas in district.

44. The Corporation may from time to time sell and dispose of any part of the works, lands, and property transferred to them under this Act not required for their gas undertaking, and they shall in the first place apply the proceeds of any sale in paying off the amount of the purchase money (if any) due to the Birmingham Company, and in the next place in paying off money owing by them under this Act on mortgage or debenture stock, or in redeeming annuities, or in purchasing other land and property and constructing works in connexion with their gas undertaking, and for other purposes in connexion therewith for which capital is properly applicable. Power to sell surplus lands.

45. And whereas by the Birmingham Improvement Act, 1851, and the Birmingham and Staffordshire Gas Company's Act, 1864, it is, amongst other things, provided that the expense of the lighting of the public lamps within the borough of Birmingham should, if the Corporation contracted with any company for the supply of gas, be paid out of the borough improvement rate authorised to be levied by the Birmingham Improvement Act, 1851; therefore, notwithstanding the acquisition by the Corporation of the gas undertakings of the Birmingham and Staffordshire Companies, the expense of the lighting of the public lamps within the borough of Birmingham Expense of lighting public lamps to be paid out of borough improvement rate.

[Ch. clxxviii.] *The Birmingham (Corporation) Gas Act, 1875.* [38 & 39 VICT.]

A.D. 1875. shall continue to be paid out of the said borough improvement rate.

Occupiers of canals and railways only to be assessed to rates at one fourth of annual value.

46. So far as any borough or other rate may be increased for the purposes of this Act, or for the paying any interest on money raised for the purposes of this Act, or for the expenses of and incident to obtaining the same, any person or company being the occupier of any land covered with water or used only as a canal or towing-path for the same, or as a railway constructed under the powers of any Act of Parliament for public conveyance, shall be rated in respect of the same at one fourth part only of the net annual value thereof; provided that if any sum shall be paid by such occupier towards any rate to be increased as aforesaid above one fourth of any such rate, the Corporation shall allow to such occupier a drawback on any such assessment equal to three fourths of the amount of the sum so paid, and the amount of such drawback may be recovered by action in any court of competent jurisdiction, or may be deducted out of the next rate to which the parties may be liable: Provided further, that in case of any dispute arising as to the amount of such sum, such dispute shall be settled by arbitration in the manner provided by the Common Law Procedure Act, 1854.

THE SCHEDULES.

THE FIRST SCHEDULE.

AGREEMENT BETWEEN BIRMINGHAM COMPANY AND CORPORATION.

ARTICLES OF AGREEMENT made the seventeenth day of April one thousand eight hundred and seventy-four between the Birmingham Gaslight and Coke Company, herein-after called the vendors, of the one part, and the Mayor, Aldermen, and Burgesses of the borough of Birmingham, herein-after called the purchasers, of the other part :

Whereby each of them, the vendors and purchasers, in consideration of the stipulations herein contained on the part of the other of them, do hereby agree with the other of them in manner following ; (that is to say,)

1. Subject to and on condition of the confirmation of this agreement by Act of Parliament in the session of 1874, or in the session of 1875 (but not afterwards), the vendors shall sell and the purchasers shall buy the whole of the undertaking of the vendors, and all their assets real and personal (including their reserve fund and undivided profits as existing on thirtieth June one thousand eight hundred and seventy-three, and amounting to six thousand and seventeen pounds twelve shillings), with all their rights and privileges, subject to all enactments, mortgages, contracts, and liabilities affecting the same on the day of completion as herein-after defined, but subject to the provisions herein-after contained, and to the following exceptions :

- (a.) All profits and accumulations of the undertaking from the thirtieth June one thousand eight hundred and seventy-three to the day of actual completion of the purchase (which profits are reserved and shall belong to the vendors and be at their absolute disposal) :
- (b.) All the share registers, transfer books, and dividend lists :
- (c.) All the rights and powers of the vendors relating or incident to their capital or to their character of a company.

2. The purchasers shall be liable to, and shall discharge all the debts, liabilities, and obligations of the vendors existing on the day of completion of the purchase, and shall effectually indemnify the vendors therefrom ; provided that the company shall not, between the execution of this agreement and the day of completion, without the previous consent in writing of the purchasers under the hand of the town clerk, contract, make, or enter into any new debt liability, contract, agreement, or other obligation, except such as may be in the ordinary course of the proper conduct of the affairs of the vendors and with the intention of benefiting their undertaking, but this stipulation shall operate only

[Ch. clxxviii.] *The Birmingham (Corporation) Gas Act, 1875.* [38 & 39 VICT.]

A.D. 1875. as between the vendors and the purchasers, and shall not in any manner affect any other party even having notice thereof.

3. The price for the said purchase shall be the sum of four hundred and fifty thousand pounds, and the day of completion shall be such day as the purchasers shall appoint not more than two calendar months after the Royal Assent shall have been given to the Bill confirming this agreement, and binding the purchasers to pay the said sum. On the day appointed for completion the purchasers shall pay to the vendors the said sum of four hundred and fifty thousand pounds, or, failing such payment, shall pay rent for the undertaking at the rate of twenty-two thousand five hundred pounds per annum by equal half-yearly payments. If any half-yearly payment of rent shall be in arrear for a longer period than twenty-one days after the same shall have become due, the vendors may recover the same by action at law or by distress on the undertaking of the vendors, and have the usual right of re-entry as for rent in arrear, and also the right to obtain the appointment by the Court of Chancery of a receiver of the rents and profits of the undertaking, and until full payment of the said sum of four hundred and fifty thousand pounds, and of the said rent, the same respectively shall be primarily a charge upon the undertaking of the vendors, and secondarily subject to the charge of the Birmingham and Staffordshire Gaslight Company, and to all charges subsisting at the date of this agreement on all the property of the purchasers and on the borough fund and borough rate for the time being of the borough of Birmingham. If such day of completion shall not be one of the half-yearly days to which the vendors accounts are made up, the revenue for the then current half year shall be apportioned, and any dispute or difficulty relating thereto shall be settled by arbitration as herein-after provided.

4. Until the day of completion, the vendors shall (subject to the proviso in paragraph 2) retain their present control and management of the undertaking, and carry on and manage the same as heretofore, and shall continue to keep their works and apparatus in good repair, and also will keep all their accounts with exactness and regularity, so as to enable the purchasers, on completion, to ascertain the true state and condition of the undertaking, and its debts and credits: Provided always, that as the intended transfer is made on the basis of the capital as existing on the 30th June 1873, all additions to the works and plant of the vendors which, if this agreement had not been made, would have been made by the vendors and charged by them to capital, and not to revenue, may be made by the vendors, and shall be paid by the purchasers, and in the interim the necessary funds shall be raised by the vendors, either by loan or otherwise, as they and the purchasers may agree, so that the profits and accumulations of the said undertaking to which the vendors are entitled under the exception of clause 1, may not be diminished, except by such expenditure, as if this agreement had not been made would have been charged to revenue. Any difference as to the application of this clause shall be settled by arbitration in manner herein-after provided.

5. Inasmuch as the vendors have introduced in the session of Parliament of 1874 a Bill to enable them to acquire, by agreement, thirty-four acres of land at Saltley, and further capital and powers, and have entered into contracts to complete the purchase of the said lands on the twenty-fifth day of December

[38 & 39 VICT.] *The Birmingham (Corporation) [Ch. clxxviii.]*
Gas Act, 1875.

A.D. 1875.

one thousand eight hundred and seventy-four, or to pay by way of ascertained damages for noncompletion on that day the sum of one thousand three hundred pounds, together with certain costs in the said contracts mentioned, and inasmuch as the vendors allege that it is a matter of necessity that if the sale of the vendors undertaking to the purchasers be not carried into effect the said lands should be acquired by the vendors, and for that purpose the said contract should be performed or renewed, the vendors expressly stipulate :

(a.) The vendors and purchasers shall join in all proceedings necessary to enable the said Bill to be modified, if possible, in the session of 1874 by the omission of the provisions authorising the vendors to acquire the said lands, and by the insertion of provisions confirming this agreement, with such other amendments as the purchasers shall deem necessary for securing the objects of this agreement :

(b.) If the said Bill cannot be amended as aforesaid in the session of 1874 so as to confirm this agreement, then the vendors shall, on the requisition of the purchasers in writing, under the hand of the town clerk, withdraw such Bill, but shall be at liberty, if they think fit, to renew the contracts for purchase of the said lands conditionally on the passing of a similar Bill of the vendors in the session of 1875, and in such contracts to agree to pay such sums for such renewals as the vendors think proper, not exceeding the sum of one thousand five hundred pounds :

(c.) In the session of 1875, if this agreement has been confirmed by the alteration of the said Bill, the purchasers shall, if necessary, apply to Parliament to raise the necessary funds, and if this agreement has not been confirmed, the purchasers shall in the session of 1875 make the necessary application to Parliament for confirmation of this agreement, and for all necessary powers to give full effect thereto. The vendors shall also be at liberty to re-introduce their present Bill in the session 1875, and in case the Bill of the purchasers shall be withdrawn, or shall not pass, the vendors may prosecute their Bill in that session, subject to such grounds of opposition as the purchasers may then have independently of this agreement.

6. The purchasers having concurrently with the sealing of this agreement entered into an agreement for the acquisition of the undertaking of the Birmingham and Staffordshire Gaslight Company any Bill of the purchasers for confirming such agreement shall include the confirmation of this agreement, and the purchasers shall not apply to Parliament, either for confirmation of the said concurrent agreement, or for powers to raise moneys for the purpose of carrying the same into effect, without at the same time applying for the confirmation of this agreement, and for corresponding powers if and as far as necessary.

7. All costs and expenses of or connected with this agreement, or of the carrying out and giving effect thereto, and of every application to Parliament for the confirmation thereof, and all costs of the vendors or payments which under the provisions herein contained the vendors are hereby authorised to incur or make, and all other expenses of or in relation to the premises, shall be borne and paid by the purchasers.

[Ch. clxxviii.] *The Birmingham (Corporation) Gas Act, 1875.* [38 & 39 VICT.]

A.D. 1875.

8. Every question or difference that may arise between the parties hereto as to the construction or meaning of these articles, or as to the performance and carrying out of the same by either party, or as to any other matter arising out of or connected with the subject matter of these articles, shall be referred to three arbitrators, two of whom shall be nominated and appointed by the parties respectively, and the third by the two arbitrators so appointed before entering on the business of the reference, and the decision of such three arbitrators, or of any two of them, upon the question or dispute so referred, shall be final and conclusive.

9. All the provisions of "The Common Law Procedure Act, 1854," with respect to arbitration and award shall apply to any arbitration under the preceding articles as fully as if they had been expressly contained therein.

10. The arbitrators, or any two of them as aforesaid, shall have and may exercise upon any arbitration under this agreement all the powers as to examination of witnesses and books, proceeding *ex parte*, awarding as to the costs of the reference and award, and otherwise, which are usually given to arbitrators appointed by order of *Nisi prius*.

11. This agreement shall be subject to such alterations as Parliament may think fit to make therein, but if any material alteration be made therein the vendors or purchasers may elect to vacate this agreement.

12. In case of it being found by the vendors and purchasers necessary or expedient to obtain the sanction of Parliament to this agreement in the form of enactment of the substance of the stipulations of this agreement, instead of in the form of a confirmation of this agreement, then such of the stipulations of this agreement as refer in terms to the confirmation thereof by Act of Parliament shall be deemed to be modified and to have effect accordingly.

In witness whereof the vendors and the purchasers have respectively hereto set their respective common seals the day and year first before written.

The seal of the Birmingham Gaslight and Coke Company was hereunto affixed with the authority of a resolution of the directors in the presence of us the undersigned three of such directors

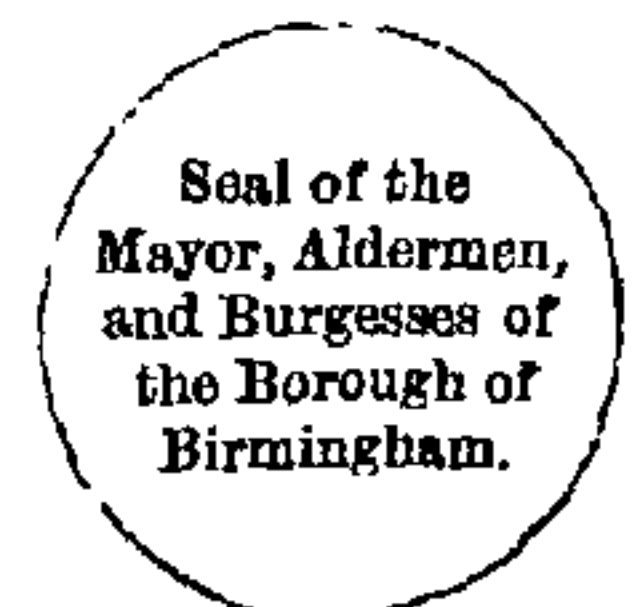
J. T. COLLINS.

THOMAS BULLOCK, jun.

DAVID MALINS.

E. J. HAYES,

Town Clerk.



THE SECOND SCHEDULE.

AGREEMENT BETWEEN STAFFORDSHIRE COMPANY AND
CORPORATION.

ARTICLES OF AGREEMENT made this seventeenth day of April one thousand eight hundred and seventy-four between the Birmingham and Staffordshire Gaslight Company (herein-after called the company) of the one part, and the Mayor, Aldermen, and Burgesses of the Borough of Birmingham in the county of Warwick (herein-after called the Corporation) of the other part :

Whereby, under and in pursuance of the powers and authorities conferred by an Act of Parliament passed in the session of Parliament held in the 8th and 9th years of the reign of the Queen, intituled "An Act to enlarge the powers of the Birmingham and Staffordshire Gaslight Company," it is mutually agreed as follows :

1. The company shall sell to the Corporation, and the Corporation shall purchase the whole undertaking of the company, with the land, buildings, works, and other property belonging thereto, and all their rights, powers, and privileges connected therewith, as the same shall stand on the day on which the purchase is actually completed (herein-after called "the day of completion"); except the moneys and property mentioned in the next article, and except the rights and powers of the company relating or incident to their capital or to their character of a company, and except such rights as are mentioned in Article No. 8, subject to all then existing provisions, enactments, mortgages, contracts, and liabilities affecting the same.

2. Such sale and purchase shall not include the amount that may on the day of completion be standing to the credit of the reserved fund, nor any profits now undivided, or that may hereafter accrue or be earned previously to the day of completion, and all such excepted moneys and property shall belong and be paid to or retained by the company, and be at their absolute disposal.

3. The Corporation shall be liable to, and shall pay and discharge all the company's liabilities and obligations existing on the day of completion, and shall effectually indemnify the company therefrom.

4. The price or consideration to be paid by the Corporation to the company shall be the sum of ten thousand nine hundred and six pounds (in lieu of a like amount, the application whereof was confirmed by section 54 of the Birmingham and Staffordshire Gas Act, 1864), and an annuity or annuities in perpetuity for annual sums equal in the aggregate to an amount sufficient to pay ten pounds per centum per annum on three hundred and twenty thousand four hundred pounds, a portion of the share capital of the company, and seven pounds ten shillings per centum per annum on three hundred and fifty thousand pounds, the

[Ch. clxxviii.] *The Birmingham (Corporation) Gas Act, 1875.* [38 & 39 VICT.]

A.D. 1875. remainder of the share capital of the company, payable by equal half-yearly payments on the first day of July and the first day of January in each year, the first of such payments to be made on the first day of July one thousand eight hundred and seventy-five, or on the first day of January or first day of July, whichever day shall first happen after the day of completion, and such annuity or annuities shall, at the election of the company, be made payable either to the company or to the several persons who may on the day of completion be shareholders therein, and their representatives or other the nominees of the company, and (subject to the aggregate not being exceeded) shall be of such amounts as the company may elect, and shall be evidenced by proper bonds or certificates; the Corporation and the company or the annuitants may agree for the redemption of the annuities or any of them.

5. The said annuity or annuities shall be effectually charged primarily and as a first charge upon the undertaking of the company, and, subject to the charge of the Birmingham Gaslight and Coke Company, upon the other gasworks and gas property for the time being of the Corporation, and upon the gas rates and rental and other income from time to time derivable from the same property, and secondarily on all and singular the other property for the time being of the Corporation, and on the borough fund and borough rate for the time being of the borough of Birmingham.

6. The purchase shall be completed on the first day of January one thousand eight hundred and seventy-five, or on some subsequent first day of July or first day of January, and if the purchase is not actually completed on or before the first day of January one thousand eight hundred and seventy-six, the company may at any time, without prejudice to any other rights, terminate the contract hereby entered into by giving forty-two days notice to the Corporation.

7. Until the purchase is actually completed, the company shall carry on and manage their undertaking at their own discretion as heretofore, and shall continue to keep the works in good and proper order, and shall also continue to keep proper accounts: Provided that the company shall not, without the previous consent in writing of the Corporation under the hand of the town clerk, contract, make, or enter into any new liability, contract, agreement, or other obligation, except such as may be in the ordinary course of the proper conduct of the affairs of the company, and with the intention of benefiting the undertaking, but this stipulation shall operate only as between the company and the Corporation, and shall not in any manner affect any other party even having notice thereof.

8. The Corporation will afford to the company all proper facilities for enabling them to ascertain and recover the moneys to which they will be entitled under the exception contained in Article No. 2, and the company may exercise all such of their statutory rights as may be requisite for ascertaining and enforcing payment of all moneys that may on the day of completion or subsequently be or become due to them.

9. Such sanction or authority of Parliament shall be applied for by the Corporation as may be necessary or may reasonably be required by the:

[38 & 39 VICT.] *The Birmingham (Corporation) [Ch. clxxviii.]*
Gas Act, 1875.

A.D. 1875.

company for ratifying and giving full effect to this agreement, and all costs and expenses of or connected with this agreement, or of the carrying out and giving effect thereto, and of such application to Parliament, and all other costs and expenses of the company of or in relation to the premises shall, be borne and paid by the Corporation.

10. Every question or difference that may arise between the parties hereto, as to the construction or meaning of these articles, or as to the performance and carrying out of the same by either party, or as to any other matter arising out of or connected with the subject matter of these articles, shall be referred to three arbitrators, two of whom shall be nominated and appointed by the parties respectively, and the third by the two arbitrators so appointed before entering on the business of the reference, and the decision of such three arbitrators or of any two of them upon the question or dispute so referred shall be final and conclusive.

11. All the provisions of the Common Law Procedure Act, 1854, with respect to arbitration and awards, shall apply to any arbitration under the preceding article as fully as if they had been expressly contained herein.

12. The arbitrators, or any two of them as aforesaid, shall have, and may exercise upon any arbitration under this agreement, all the powers as to examinations of witnesses and books, proceeding *ex parte*, awarding as to the costs of the reference and award, and otherwise, which are usually given to arbitrators appointed by order of *Nisi prius*.

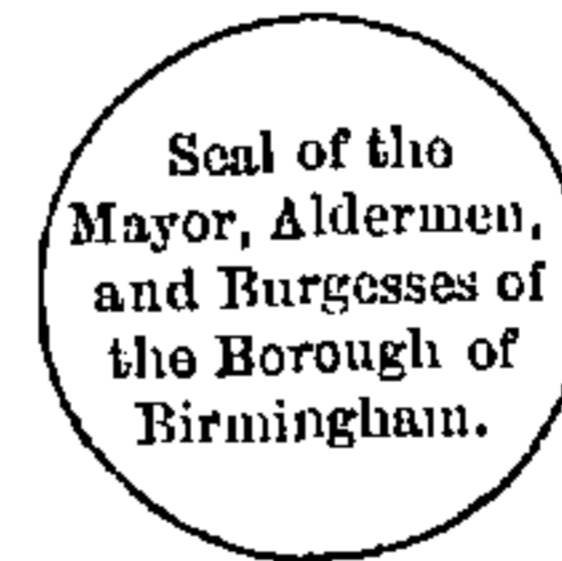
In witness whereof the company and the Corporation have respectively hereto set their respective common seals the day and year first herein-before written.

The seal of the Birmingham and Staffordshire Gas-
light Company affixed hereto in the presence
of

SAMUEL WALSH,
Secretary to the said company.



E. J. HAYES,
Town Clerk.



THE THIRD SCHEDULE.

A.D. 1875.

FORM OF DEED OF CONVEYANCE OF UNDERTAKING OF COMPANY TO CORPORATION.

In pursuance of and subject to the provisions of the Birmingham (Corporation) Gas Act, 1875, and in consideration of

the [Birmingham and Staffordshire Gaslight Company *or* the Birmingham Gaslight and Coke Company, *as the case may be*,] do hereby convey and assign unto the Mayor, Aldermen, and Burgesses of the borough of Birmingham in the county of Warwick, the undertaking of the [Birmingham and Staffordshire Gaslight Company *or* the Birmingham Gaslight and Coke Company, *as the case may be*], with the land, buildings, works, and other property of the said company, and their rights, things in action, and causes of action, suit, or proceeding of or belonging to the said company (except as in the agreement of the 17th day of April 1874, set forth in the schedule to the said Act is excepted), to hold the same unto the said mayor, aldermen, and burgesses, their successors and assigns, subject to the provisions, enactments, mortgages, contracts, and liabilities affecting the same, and the said mayor, aldermen, and burgesses do accept the same accordingly.

In witness whereof the [Birmingham and Staffordshire Gaslight Company *or* the Birmingham Gaslight and Coke Company, *as the case may be*], and the said Mayor, Aldermen, and Burgesses have hereto set their respective common seals this day of 187 .

THE FOURTH SCHEDULE.

FORM OF CERTIFICATE OF ANNUITY.

BIRMINGHAM CORPORATION GAS ANNUITIES.

Annuitant No. £

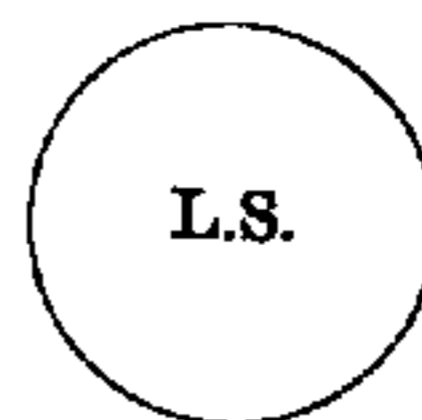
By virtue of the Birmingham (Corporation) Gas Act, 1875, the Mayor, Aldermen, and Burgesses of the borough of Birmingham in the county of Warwick, herein-after called the Corporation, do hereby certify that of is under and subject to the provisions of that Act, entitled to a perpetual annuity of £ [or "perpetual annuities amounting in the aggregate to £ ,"] charged on and issuing out of the undertaking of the Birmingham and Staffordshire Gaslight Company (now vested in the Corporation), the undertaking of the Birmingham Gaslight and Coke Company (now vested in the Corporation, but subject to the prior charge in favour of that company on that undertaking), all other the gas undertaking for the time being of the Corporation, and the income arising therefrom respectively, and on and out of the borough fund and borough rate for the time being of the borough of Birmingham, which annuity [or annuities] is [or are] payable

[38 & 39 VICT.] *The Birmingham (Corporation) [Ch. clxxviii.]*
Gas Act, 1875.

to the said _____, his executors, administrators, or assigns, clear of A.D. 1875.
all deductions (except for income tax) at [*here insert the names of the banks or*
the bankers for the time being of the Corporation], by equal half-yearly payments
on the first day of July and the first day of January in each year, the first of
such payments to be made on the 1st day of _____, 18 _____ for the
period from the _____ day of _____ immediately preceding.

Given under the common seal of the Mayor, Aldermen, and Burgesses of the
borough of Birmingham in the county of Warwick, this _____ day
of _____, in the year of our Lord 18 _____.

Entered,



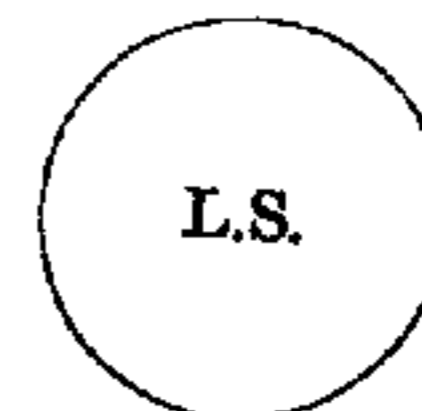
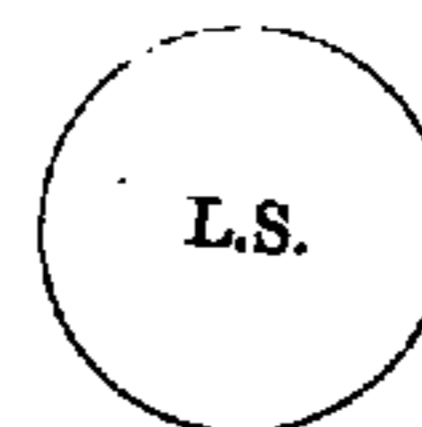
Town Clerk.
Borough Treasurer.

THE FIFTH SCHEDULE.

FORM OF TRANSFER OF ANNUITY.

I, _____ of _____ in consideration of the sum of £
paid to me by _____ of _____, do hereby transfer to
_____ (herein-after called the transferee) a perpetual annuity of
£ _____ [*or perpetual annuities amounting in the aggregate to £ _____*],
created under The Birmingham (Corporation) Gas Act, 1875, and all my right
and interest therein and thereto to hold unto the transferee, his executors,
administrators, and assigns, subject to the several conditions on which I held
the same at the time of the execution hereof, and I, the transferee, do hereby
agree to take the same annuity [*or annuities, as the case may be*], subject to the
same conditions.

As witness our hands and seals this _____ day of _____ in the
year of our Lord 18 _____.



[Ch. clxxviii.] *The Birmingham (Corporation) Gas Act, 1875.* [38 & 39 VICT.]

A.D. 1875.

THE SIXTH SCHEDULE.

MORTGAGE OF RATES.

THE BIRMINGHAM (CORPORATION) GAS ACT, 1875.

Mortgage No. £

By virtue of the above-mentioned Act, and subject to the provisions thereof relating to priorities of charges and other things, the Mayor, Aldermen, and Burgesses of the borough of Birmingham, in consideration of pounds paid to them by *A.B.* of grant to him, his executors, administrators, and assigns, the undertakings late of the two companies in that Act mentioned, and the borough fund and borough rate of the borough, to hold until the said sum be repaid to him or them, with interest at the yearly rate of in the hundred by equal half-yearly payments on the day of and the day of in every year from the date hereof, the principal to be repaid on the day of at the option of either party, and all payments to be made at the office of the Birmingham Treasurer of the borough.

Given under the seal of the Mayor, Aldermen, and Burgesses, this day of eighteen hundred and

THE SEVENTH SCHEDULE.

FORM OF CERTIFICATE OF DEBENTURE STOCK.

Certificate No. Amount, £
Register No.

This is to certify that of is registered in the books of the Mayor, Aldermen, and Burgesses of the borough of Birmingham in the county of Warwick, as the proprietor of pounds sterling, Birmingham Corporation debenture stock, [*or Birmingham Corporation gas debenture stock, as the case may be,*] created by virtue of "The Birmingham Corporation Gas Act, 1875," bearing interest at the rate of per centum per annum, payable half-yearly on the first day of January and the

A. D. 1875.

THE NINTH SCHEDULE.

DESCRIPTION OF LANDS FOR MANUFACTURE OF GAS.

First. Lands fronting on the west to Lower Fazeley Street in the parish of Birmingham, adjoining on the north side to the River Rea, on the south side to lands belonging or reputed to belong to Sir Francis Robert Sherlock Lambert Gooch, demised to Samuel Walker, on the east to the Birmingham and Warwick Canal, and containing two acres or thereabouts, now in the occupation of the Birmingham Company, and forming the site of their Fazeley Street Works.

Secondly. Lands situate in or adjoining Upper Windsor Street and Richard Street in the parish of Aston-juxta-Birmingham, now in the occupation of the company and partly covered by their works, bounded on the north by the towing-path of the Birmingham Canal Navigations, on the east by lands now or late belonging or reputed to belong to Robert Gillam and John Flight Gillam as trustees of Ebenezer Robins, deceased, and to the said Robert Gillam and the Reverend James Hamer Scowcroft, trustees of Cornelius Robins, deceased, on the south by Lord Street, and on the west partly by Upper Windsor Street aforesaid and partly by the Lion Works in Richard Street aforesaid, and containing in the whole seven acres and one rood or thereabouts.

Thirdly. Lands situate at Swan Village in the parish of West Bromwich in the county of Stafford, one part of such lands being bounded on the north partly by the Birmingham Canal and partly by Swan Lane, on the east partly by a road leading from Swan Lane across the said canal and partly by the Great Western Railway and lands belonging to that railway company, on the south-east partly by Bill Hay Lane and partly by a piece of land belonging to various owners, and on the south and south-west by the road leading from Birmingham to Dudley; and the other part of such lands being bounded on the north-west by Claypit Lane, on the north-east by a piece of land belonging to various owners, on the south-east by Jervoise Street, and on the south-west by a piece of land belonging to various owners, the whole of which lands situate in Swan village containing twenty-four acres or thereabouts.

Fourthly. Lands situate in the borough of Birmingham in the county of Warwick, bounded on the north by Adderley Street, on the east by New Bond Street, on the south by property belonging or reputed to belong to Sir Charles Bowyer Adderly, and on the west by property belonging or reputed to belong to Thomas Simcox and others, and containing five acres or thereabouts.

Fifthly. Lands situate in the hamlets of Saltley and Duddleston and Nechells in the parish of Aston-juxta-Birmingham aforesaid, bounded on the north by the Coleshill turnpike road, on the south by Duddleston Mill Road, on the east by the towing-path of the Birmingham and Warwick Junction Canal, and on the west by the Midland Railway Company's line and lands. The River Rea and lands belonging to various owners, and containing seventeen acres one rood or thereabouts.

[38 & 39 VICT.] *The Birmingham (Corporation) [Ch. clxxviii.]*
Gas Act, 1875.

The lands first and secondly herein-before described now belong or are reputed to belong to the Birmingham Gaslight and Coke Company, and the lands thirdly, fourthly, and fifthly herein-before described belong or are reputed to belong to the Birmingham and Staffordshire Gaslight Company.

A.D. 1875.

LONDON : Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1875