

**CHAPTER xvi.**

An Act to provide for the transfer to the South Suburban Gas Company of the undertaking of the Northfleet and Greenhithe Gas Company Limited to extend the limits of the South Suburban Gas Company for the supply of gas and for other purposes. [25th April 1929.]

A.D. 1929.

**W**HEREAS the South Suburban Gas Company (hereinafter called "the Company") were incorporated by the Crystal Palace District Gas Company's Act 1858 by the name of the Crystal Palace District Gas Company :

And whereas the Acts relating to the Company were consolidated by the South Suburban Gas Act 1928 under which Act the Company are supplying gas within an area which comprises parts of the counties of London Surrey and Kent :

And whereas the Northfleet and Greenhithe Gas Company Limited (hereinafter called "the Northfleet Company") under and by virtue of the Northfleet and Greenhithe Gas Order 1881 confirmed by the Gas Orders Confirmation Act 1881 are supplying gas within the greater part of the urban district of Northfleet and the urban district of Swanscombe in the county of Kent :

And whereas the Northfleet Company have agreed with the Company for the transfer of their undertaking to the Company and it is expedient that the agreement a copy of which is set forth in the First Schedule to this Act should be confirmed :

A.D. 1929.

And whereas it is expedient to extend the limits of supply of the Company for the supply of gas as by this Act provided :

And whereas it is expedient that the other provisions contained in this Act be enacted :

And whereas the purposes of this Act 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 King'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) :—

Short and  
collective  
titles.

1. This Act may be cited as the South Suburban Gas Act 1929 and the South Suburban Gas Act 1928 and this Act may be cited together as the South Suburban Gas Acts 1928 and 1929.

Incorporation of  
general  
Acts.

2. The Gasworks Clauses Acts 1847 and 1871 (so far as the same are applicable and are not inconsistent with the provisions of the South Suburban Gas Act 1928 and this Act) are hereby incorporated with this Act.

Interpretation.

3. In this Act unless there be something in the subject or context repugnant to such construction the several words and expressions to which meanings are assigned by the Acts incorporated herewith have the same respective meanings And—

“the Company” means the South Suburban Gas Company;

“the Northfleet Company” means the Northfleet and Greenhithe Gas Company Limited;

“the existing limits of supply” means the limits of supply of the Company as existing immediately before the passing of this Act;

“the added limits of supply” means the area added by this Act to the existing limits of supply;

“the limits of supply” means the limits of the Company from time to time for the supply of gas;

“the scheduled agreement” means the agreement of which a copy is set forth in the First Schedule to this Act;

“the transfer” means the transfer of the under-  
taking of the Northfleet Company provided for  
by this Act; A.D. 1929.  
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“the day of transfer” means the thirtieth day of  
June one thousand nine hundred and twenty-  
nine or the day which shall be one calendar  
month after the passing of this Act whichever  
of those days shall be the later.

4.—(1) Subject to the provisions of this Act as  
from the day of transfer the limits within which the  
Company may supply gas shall extend to and include in  
addition to the existing limits of supply the area following  
(that is to say):— Extension  
of limits of  
supply.

In the county of Kent—

The urban district of Swanscombe and the urban  
district of Northfleet except so much of the  
area locally known as the district of St.  
Marks Rosherville as lies to the north of an  
imaginary line drawn along the centre of  
so much of the main road leading from  
Dartford through Gravesend to Strood as is  
within the said urban district of Northfleet

and which said area hereinbefore described is more  
particularly delineated and edged pink on the map  
signed in triplicate by the Chairman of the Committee  
of the House of Commons to which the Bill for this Act  
was referred and one copy of which map is deposited in  
the Parliament Office of the House of Lords one copy  
in the Committee and Private Bill Office of the House  
of Commons and one copy at the chief office of the  
Company.

In case of there being any difference between the  
boundaries of the said area as hereinbefore described  
and as delineated on the said map the said map shall  
prevail.

(2) The Company may within the added limits of  
supply exercise the powers rights privileges and authori-  
ties and shall be subject to the duties and obligations  
which they may exercise and to which they are subject  
within the existing limits of supply.

5.—(1) As from the first day of July one thousand  
nine hundred and twenty-nine and until the thirtieth  
day of June one thousand nine hundred and thirty-four  
Prices in  
added limits  
of supply.

A.D. 1929. — the price to be charged for gas by the Company to the persons who consume the same by meter in the added limits of supply shall be a price per therm exceeding by not more than threepence the price per therm for the time being charged by the Company in the remainder of the limits of supply (other than the urban districts of Bexley Crayford and Erith).

(2) In respect of each period of five years commencing on the first day of July one thousand nine hundred and thirty-four and the first day of July in each subsequent fifth year the amount of the difference between the price which may be charged by the Company as aforesaid in the added limits of supply and the price for the time being charged by the Company in the remainder of the limits of supply (other than as aforesaid) shall be reduced by one halfpenny per therm until such difference shall be extinguished and thereafter the price to be charged by the Company throughout the added limits of supply shall be and continue to be the same as the price for the time being charged by the Company in the remainder of the limits of supply.

(3) The charges made by the Company for the hire of prepayment meters whether with or without fittings used in the added limits and for services rendered by the Company in connection with any such prepayment meters shall be the same as the charges made by the Company for the hire of similar meters and for similar services by the Company in connection therewith in the remainder of the limits of supply.

For protec-  
tion of  
Swanscombe  
and North-  
fleet Urban  
District  
Councils.

6. As from the day of transfer the provisions of section 97 (For protection of local authorities) of the South Suburban Gas Act 1928 shall be read and have effect as if the council of the urban district of Swanscombe in relation to streets and bridges within that urban district and the council of the urban district of Northfleet in relation to streets and bridges within so much of the urban district of Northfleet as is within the added limits were a local authority within the meaning of the said section 97.

Confirma-  
tion of  
scheduled  
agreement.

7.—(1) The scheduled agreement is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly subject to such modifications (if any) as may be agreed between

the said parties in writing under their respective common seals Provided that no such modifications shall be of such a character as to affect the rights or interests of any persons other than the said parties.

A.D. 1929.  
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(2) The sale of the undertaking of the Northfleet Company shall be carried into effect by a deed which may be in the form set forth in the Second Schedule to this Act or to the like effect or in such other form as may be agreed between the Company and the Northfleet Company and on the execution of the deed by the Northfleet Company and on payment of the consideration therein mentioned the undertaking of the Northfleet Company shall by virtue of the deed and this Act be transferred to and become vested in the Company.

8.—(1) The Company shall as from the thirtieth day of June one thousand nine hundred and twenty-nine take over the liability for the seven thousand five hundred pounds six per centum redeemable mortgage debentures issued by the Northfleet Company or for such of those debentures as shall then be outstanding.

Company to  
take over  
debentures  
of North-  
fleet Com-  
pany.

(2) All interest on such mortgage debentures up to the said thirtieth day of June shall be borne and paid by the Northfleet Company.

(3) The Company may at any time by agreement with the holder of any such mortgage debenture pay off any sum secured thereby and thereupon such debenture and all claims in respect thereof shall be cancelled and extinguished.

9. Subject to the provisions of the scheduled agreement if at the day of transfer any action arbitration or proceeding or any cause of action arbitration or proceeding is pending or existing against or in favour of the Northfleet Company the same shall not abate or be discontinued or in anywise be prejudicially affected by reason of the transfer or of anything in this Act but the same may be continued prosecuted and enforced by against or in favour of the Company as and when it might have been continued prosecuted and enforced by against or in favour of the Northfleet Company if this Act had not been passed.

Actions not  
to abate.



A.D. 1929.

Contracts  
&c. to be  
binding on  
Company.

**10.** Subject to the provisions of the scheduled agreement all agreements contracts deeds and other instruments entered into or made with or by the Northfleet Company and in force at the day of transfer shall after that day be as binding and of as full force and effect against or in favour of the Company and may be enforced as fully and effectually as if instead of the Northfleet Company the Company had been a party thereto.

Documents  
to remain  
evidence:

**11.** All books and documents which if the transfer had not been made would have been evidence in respect of any matter for or against the Northfleet Company shall be admitted in evidence in respect of the same or the like matter for or against the Company.

As to re-  
ceipts and  
outgoings.

**12.** The Northfleet Company shall bear and pay all outgoings of every kind and shall be entitled to all receipts in respect of their undertaking up to the thirtieth day of June one thousand nine hundred and twenty-nine and the Company shall bear and pay all outgoings and be entitled to all receipts in respect of the said undertaking as from that date. Provided that nothing in this Act shall entitle the Northfleet Company to retain for their own benefit so much of any charges rents or other payments paid or payable in advance as shall be attributable to any period after the said thirtieth day of June but such charges rents or other payments shall be apportioned and so much thereof as is attributable to any period after the said thirtieth day of June shall be paid over by the Northfleet Company to the Company.

Repeal of  
Northfleet  
Company's  
Order &c.

**13.** As from the day of transfer the Northfleet and Greenhithe Gas Order 1881 and all other Acts Orders or regulations affecting the Northfleet Company shall be repealed. Provided that notwithstanding such repeal all gas charges and meter rents and other sums of money which may be due or accruing due to the Northfleet Company at or payable in respect of any period before the thirtieth day of June one thousand nine hundred and twenty-nine shall be payable to and may be sued for collected and recovered by the Northfleet Company in the same manner as the same could have been sued for collected and recovered if this Act had not been passed.

14.—(1) From and after the day of transfer the Northfleet Company shall subsist only for the purpose of distributing its assets and winding up its affairs and carrying into effect the purposes of this Act and the scheduled agreement so far as they relate to the Northfleet Company and the directors of the Northfleet Company who are in office at that date and the survivor or survivors of such directors shall continue without re-election to hold office and such directors or a majority of them or in the event of a liquidator being duly appointed such liquidator shall have full power and authority to take all necessary proceedings in respect of the Northfleet Company for carrying into effect the several purposes of this provision.

A.D. 1929.

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As to  
winding up  
affairs of  
Northfleet  
Company.

(2) The directors of the Northfleet Company or any such liquidator as aforesaid shall immediately after the day of transfer proceed to wind up the affairs of the Northfleet Company in accordance with the provisions of the Companies Acts 1908 to 1928 and for such purposes the Northfleet Company shall be deemed as at the date of transfer to have confirmed a special resolution for the voluntary winding up thereof.

(3) There shall be distributed out of the assets of the Northfleet Company to and among the several persons who on the day of transfer are the registered holders of the stock in the capital of the Northfleet Company or their respective executors administrators or assigns the sum of one pound in respect of each one pound of preference stock the sum of eighteen pounds in respect of each ten pounds of the ten per centum ordinary stock and so in proportion for any greater or less amount of such stock and the sum of twelve pounds for each ten pounds of the seven per centum ordinary stock and so in proportion for any greater or less amount of such stock and any remaining assets of the Northfleet Company remaining after meeting all obligations and liabilities of the Northfleet Company (including any costs and expenses of the transfer payable by the Northfleet Company and any costs and expenses of winding up the Northfleet Company) and any other payments which the holders of the ten per centum and seven per centum ordinary stock of the Northfleet Company may by ordinary resolution decide to make shall be distributed to and among such holders in the proportion of eighteen pounds for each ten pounds of the ten per centum ordinary stock and so

A.D. 1929. in proportion for any greater or less amount of such stock and twelve pounds for each ten pounds of the seven per centum ordinary stock and so in proportion for any greater or less amount of such stock.

(4) If the number of directors of the Northfleet Company be reduced by death resignation or otherwise below three before the completion of the winding up of the Northfleet Company or the appointment of a liquidator thereof the continuing directors of the Northfleet Company may from time to time choose persons who immediately before the day of transfer were stockholders in the Northfleet Company to make up the number of such directors to three.

(5) For the purposes of the distribution of any assets or the payment of any moneys payable on the winding up of the Northfleet Company the several persons whose names are on the day of transfer in the books of the Northfleet Company as holders of stock therein shall unless the contrary be proved to the satisfaction of the directors or the liquidator (as the case may be) be considered to be stockholders of the Northfleet Company and the receipt in writing of such persons or their executors administrators or assigns or of the committee or guardian of the estate of any such person who shall be an idiot lunatic or minor shall be a sufficient discharge to the Northfleet Company and the directors or liquidator thereof for the money therein expressed to be received and shall exonerate them from any obligations affecting the stock or interest in respect whereof such payment is made.

(6) After the day of transfer the Northfleet Company shall have access at all reasonable times to their respective books documents and accounts for the purpose of making up the accounts of the Northfleet Company and for all other reasonable purposes in relation to the execution of the provisions of this Act.

For protection of  
Southern  
Railway  
Company.

**15.** The provisions of section 101 (For protection of Southern Railway Company) of the South Suburban Gas Act 1928 shall extend and apply to all works (including works of construction renewal maintenance repair or removal) executed by the Company within the added limits of supply in pursuance of this Act which involve interference with or in any way injuriously affect the railway bridges approaches level crossings and works of



the Southern Railway Company as if that section had been re-enacted in this Act. A.D. 1929.

**16.** The provisions of section 100 (For protection of Metropolitan Water Board) of the South Suburban Gas Act 1928 shall as from the day of transfer extend and apply to the urban district of Swanscombe as if the said urban district had been named in that section in addition to the parishes of Cudham Downe Halstead and Shoreham. For protec-  
tion of  
Metro-  
politan  
Water  
Board.

**17.** Section 4 of the South Suburban Gas Act 1928 shall be read and construed as if the words “ (except the parish of Swanscombe) ” were omitted therefrom. Amendment  
of section 4  
of Act of  
1928.

**18.** The Company may from time to time apply for or towards all or any of the purposes of this Act and for or towards the general purposes of their undertaking to which capital is properly applicable any sums of money which they have already raised or which may be in their possession or under their control and which are not required for the purposes to which they are specially applicable. Power to  
apply funds.

**19.—(1)** The Company shall deliver to the Registrar of Joint Stock Companies a printed copy of this Act and he shall retain and register the same and if such copy is not so delivered within three months from the passing of this Act the Company shall incur a penalty not exceeding two pounds for every day after the expiration of those three months during which the default continues and any director or manager of the Company who knowingly and wilfully authorises such default shall incur the like penalty Every penalty under this section shall be recoverable summarily. Copy of Act  
to be regis-  
tered.

**(2)** There shall be paid to the registrar by the Company on such copy being registered the like fee as is for the time being payable under the Companies (Consolidation) Act 1908 on registration of any document other than the memorandum or the abstract required to be filed with the registrar by a receiver or manager or the statement required to be sent to the registrar by the liquidator in a winding up in England.

**20.** All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company and may in whole or in part be charged against revenue. Costs of Act.

A.D. 1929.

The SCHEDULES referred to in the  
foregoing Act.

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THE FIRST SCHEDULE.

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Stamp.

Ten  
shillings.

THIS AGREEMENT made the fourteenth day of November 1928 between the NORTHFLEET AND GREENHITHE GAS COMPANY LIMITED whose registered office is at 67 High Street Northfleet in the county of Kent (hereinafter called "the Northfleet Company") of the one part and the SOUTH SUBURBAN GAS COMPANY (hereinafter called "the South Suburban Company") of the other part.

WHEREAS the Northfleet Company are authorised by the Northfleet and Greenhithe Gas Order 1881 to supply gas within parts of the parish of Northfleet and the parish of Swanscombe in the county of Kent :

And whereas the issued capital of the Northfleet Company consists of twenty-seven thousand two hundred and thirty-five pounds ordinary stock and two thousand seven hundred and sixty-five pounds preference stock :

And whereas the Northfleet Company have created and issued debentures to the aggregate amount of seven thousand five hundred pounds :

And whereas it has been agreed that the Northfleet Company shall sell and the South Suburban Company shall purchase the undertaking of the Northfleet Company upon the terms and subject to the conditions hereinafter contained Now it is hereby agreed as follows :—

1. The Northfleet Company shall sell and the South Suburban Company shall purchase at the price of forty-four thousand eight hundred and sixty-five pounds (£44,865) the undertaking of the Northfleet Company as a going concern freed and discharged from all incumbrances and liabilities other than the said debenture debt of seven thousand five hundred pounds.

2. In the construction of this agreement the undertaking of the Northfleet Company (hereinafter called "the undertaking") shall include all lands (whether freehold or leasehold) wayleaves

buildings works machinery mains pipes plant apparatus contracts books and other documents stores and other property of the Northfleet Company and all rights powers and privileges vested in and belonging to or had or enjoyed by the Northfleet Company at the day of transfer hereinafter mentioned save and except—

A.D. 1929.

(a) cash balances (other than consumers' deposits) in the hands of the Northfleet Company or in those of their bankers agents or servants and securities for money; and

(b) all rates rents and book and other debts or other sums of money received by or due to the Northfleet Company or accrued due on the 30th day of June 1929;

all of which shall be retained by the Northfleet Company Provided and it is hereby expressly agreed that the stores of the Northfleet Company at the day of transfer shall include not less than three hundred tons of Durham unscreened coal and that in the event of such amount being more or less an allowance at the rate of twenty-one shillings and threepence per ton shall as the case may require be added to or deducted from the purchase price hereinafter mentioned.

3. The South Suburban Company shall have an option (to be declared within one month of the Bill hereinafter mentioned receiving the Royal Assent) to take over the carburetted water gas plant of the Northfleet Company at the price of nine hundred and fifty pounds but in the event of the South Suburban Company not exercising such option the said carburetted water gas plant shall notwithstanding anything herein contained remain the property of the Northfleet Company who shall forthwith remove the same.

4. The sale and purchase of the undertaking shall be completed on the 30th day of June 1929 or at the expiration of one calendar month from the date on which an Act of Parliament confirming this agreement shall receive the Royal Assent whichever of those dates shall be the later Such later date is hereinafter referred to as the day of transfer If such an Act shall not have received the Royal Assent before the 30th day of June 1929 the Northfleet Company shall carry on the undertaking for and on account of the South Suburban Company as from that day.

5. The Northfleet Company shall meet and pay all obligations debts and liabilities attaching to or arising in respect of the undertaking up to the 30th day of June 1929 including all interest on the said debenture debt up to that date and shall indemnify the South Suburban Company against all demands claims and liabilities in respect thereof The South Suburban Company shall have the benefit of and shall discharge all liabilities properly incurred in carrying on the undertaking as from the said 30th

A.D. 1929. — day of June including any contracts for supplying coal or other materials entered into by the Northfleet Company prior to the day of transfer.

6. Any revenue received by the Northfleet Company in advance and all outgoings rates rents and taxes in respect of the undertaking shall be fairly apportioned between the Northfleet Company and the South Suburban Company as on the 30th day of June 1929.

7. The Northfleet Company on the day of transfer shall deliver to the South Suburban Company all books deeds and other documents and other matters relating to the undertaking whether in the possession of the Northfleet Company or of their professional advisers agents or employees.

8. The South Suburban Company shall as from the 30th day of June 1929 take over and indemnify the Northfleet Company against any subsequent liability in respect of the seven thousand five hundred pounds six per centum redeemable mortgage debentures issued by the Northfleet Company. Provided that any sum secured by any such debenture may by agreement with the holder thereof be paid by the South Suburban Company at any time prior to the date when the said sum would otherwise become repayable.

9. The Northfleet Company shall carry on and manage the undertaking until the day of transfer in the usual course of business and in accordance with any reasonable directions not involving capital expenditure given by the South Suburban Company and shall deliver it up in fair working order as a going concern but after the date of this agreement shall not make any unnecessary outlay or incur any unnecessary liability or without the consent of the South Suburban Company borrow money on mortgage or otherwise or issue any debentures or any additional capital.

10. On the day of transfer the South Suburban Company shall pay as compensation for loss of office to the persons then being the directors of the Northfleet Company the sum of one thousand nine hundred and twenty-five pounds which sum shall be divided among such directors in such manner as they may determine.

11. From and after the day of transfer the Northfleet Company shall continue to subsist and their directors then in office shall continue in office only for the purpose of winding up its affairs and as from that day and for that purpose the Northfleet Company shall be deemed to have passed an effective resolution to wind up the Northfleet Company voluntarily and shall forthwith proceed to wind up its affairs accordingly.

12. If for any reason the purchase is not completed on the 30th day of June 1929 the South Suburban Company shall (unless the delay in completion is caused through the default of the Northfleet Company) pay the Northfleet Company interest at the rate of five per centum on the purchase price from the 30th day of June 1929 until the actual date of completion.

A.D. 1929.  
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13. Every person who on the day of transfer is in the employment of the Northfleet Company shall be taken over by the South Suburban Company on the same basis as to position and emoluments as the basis on which he was on the day of transfer unless any such employee fourteen days before the day of transfer notifies the South Suburban Company in writing that he does not desire to serve under them. The Northfleet Company shall not increase the salary or wages of any employee or alter the terms of his service between the date of this agreement and the day of transfer except with the written consent of the South Suburban Company. In the event of the South Suburban Company dispensing within three years from the day of transfer (otherwise than on account of misconduct) with the services of John Alfred Brentnall the engineer of the Northfleet Company or the services of George Reginald Ripley the secretary of the Northfleet Company or in the event of the salary or emoluments received by either the said John Alfred Brentnall and George Reginald Ripley on the 30th day of June 1929 being reduced within such three years the said South Suburban Company shall pay to the said John Alfred Brentnall and George Reginald Ripley as the case may be such compensation for the pecuniary loss sustained by him by his services being so dispensed with or his salary or emoluments being so reduced as may be agreed upon between the South Suburban Company and the said John Alfred Brentnall and George Reginald Ripley or as failing agreement may be determined by a single arbitrator to be appointed by the President for the time being of the Institution of Civil Engineers and this shall be deemed to be a submission to arbitration within the Arbitration Act 1889 or any statutory modification or re-enactment for the time being in force the provisions whereof shall apply so far as applicable.

14. The South Suburban Company shall as from the 30th day of June 1929 pay and indemnify the Northfleet Company against the payment of all pensions of any former servants of the Northfleet Company which shall have been granted and been payable on the 1st day of November 1928.

15. The South Suburban Company shall at their own cost promote and use their best endeavours to secure the passing of a Bill (hereinafter called "the Bill") in the next session of



A.D. 1929. — Parliament containing such clauses as are necessary to carry this agreement into effect and the Northfleet Company shall supply to the South Suburban Company free of charge with all information in the possession of the Northfleet Company or their advisers or employees which the South Suburban Company may reasonably require and shall also support the Bill if requested by the South Suburban Company at the expense of that company by the evidence or otherwise of themselves and their advisers and employees if the need shall arise.

16. The said Bill shall contain a provision that there shall be distributed out of the assets of the Northfleet Company to and among the several persons who on the day of transfer are the registered holders of the stock in the capital of the Northfleet Company or their respective executors administrators or assigns the sum of one pound in respect of each one pound of preference stock the sum of eighteen pounds in respect of each ten pounds of the ten per centum ordinary stock and so in proportion for any greater or less amount of such stock and the sum of twelve pounds for each ten pounds of the seven per centum ordinary stock and so in proportion for any greater or less amount of such stock and that any remaining assets of the Northfleet Company remaining after meeting all obligations and liabilities of the Northfleet Company (including any costs and expenses of winding up the Northfleet Company) and any other payments which the holders of the ten per centum and seven per centum ordinary stock of the Northfleet Company may by ordinary resolution decide to make shall be distributed to and among such holders in the proportion of eighteen pounds for each ten pounds of the ten per centum ordinary stock and so in proportion for any greater or less amount of such stock and twelve pounds for each ten pounds of the seven per centum ordinary stock and so in proportion for any greater or less amount of such stock.

17. This agreement shall be scheduled to the Bill and is subject to the approval of Parliament and to such alterations as may be made by Parliament therein. If however either House of Parliament makes any material alteration in this agreement either party may withdraw from the same and in such case (or if the Bill fails to pass in Parliament) this agreement shall be void and of no effect.

18. On and from the passing of the Bill the duly authorised officers of the South Suburban Company shall have access to the Northfleet Company's offices during office hours and be entitled to inspect the books papers and records and make themselves acquainted with the affairs of the Northfleet Company and the Northfleet Company shall give such officers such information and assistance as they may require.

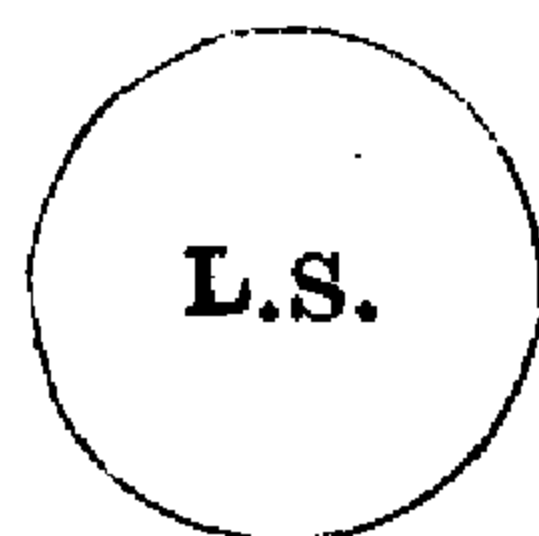
19. This agreement shall be subject to the approval of the proprietors of the Northfleet Company and the directors of the Northfleet Company undertake forthwith to call a meeting of the proprietors for the purpose of obtaining such approval. If the proprietors of the Northfleet Company do not confirm this agreement it shall be void and of no effect.

A.D. 1929.

20. The South Suburban Company shall pay the reasonable legal charges of the Northfleet Company for this agreement and the sale of the undertaking but not including any expenses of the winding up of the Northfleet Company.

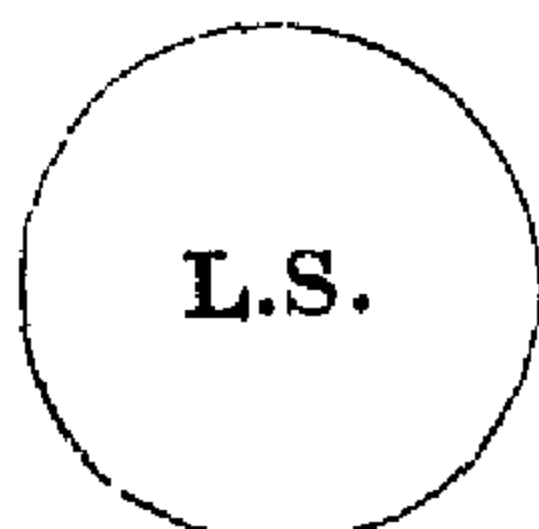
In witness whereof the Northfleet Company and the South Suburban Company have caused their respective common seals to be hereunto affixed the day and year first before written.

The common seal of the Northfleet and  
Greenhithe Gas Company Limited was  
hereunto affixed in the presence of—  
the alterations in the 13th and 16th  
clauses having first been made



HORATIO SANDFORD  
H. ADLINGTON SANDFORD } Directors.  
G. R. RIPLEY Secretary.

The common seal of the South Suburban  
Gas Company was hereunto affixed in  
the presence of



CHARLES CARPENTER } Directors.  
B. R. GREEN  
WILFRID WASTELL Secretary.

A.D. 1929.  

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**THE SECOND SCHEDULE.**

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Pursuant and subject to the provisions of the South Suburban Gas Act 1929 and the agreement scheduled thereto and for the consideration mentioned in the agreement the Northfleet and Greenhithe Gas Company Limited (hereinafter called "the Northfleet Company") hereby grant convey and assign to the South Suburban Gas Company (hereinafter called "the Company") the undertaking property and assets of the Northfleet Company to hold the same unto and to the use of the Company their successors and assigns And the Company do hereby accept the same accordingly In witness whereof the parties hereto have hereunto affixed their respective common seals the                      day  
of                      one thousand nine hundred and twenty-

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