



ANNO DECIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. xiv.

An Act for merging the *Sheffield* Gas Consumers Company in the *Sheffield* United Gaslight Company, and for other Purposes. [5th *May* 1855.]

WHEREAS by the (Local) Act of the Session of Parliament held in the Seventh and Eighth Years of Her present Majesty, Chapter Forty-five, intituled *An Act for uniting the Sheffield Gaslight Companies*, the *Sheffield* United Gaslight Company (in this Act called "the United Company") were incorporated, with a Capital of One hundred and thirty-five thousand Pounds, in Four thousand eight hundred Shares of Twenty-five Pounds each, to be deemed paid up to the Amount of Twenty-four Pounds a Share, and One thousand six hundred Three-Eighth Shares of Nine Pounds Seven Shillings and Sixpence each, to be deemed paid up to that Amount, but subject to the Payment of Seven Shillings and Sixpence a Share thereon, and were empowered to borrow on Mortgage or Bond any Sum not exceeding Forty-five thousand Pounds: And whereas the United Company have called up the Sum of One Pound on each of the Four thousand eight hundred Shares of Twenty-five Pounds each, and the Sum of Seven Shillings and Sixpence on each of the One thousand six hundred Three-Eighth Shares

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of Nine Pounds Seven Shillings and Sixpence each: And whereas the United Company have exercised their Power of borrowing, and the Amount of their Mortgage Debt is Forty-two thousand five hundred Pounds: And whereas the *Sheffield* Gas Consumers Company (in this Act called "the Consumers Company") are a completely registered Joint Stock Company, constituted by a Deed of Settlement dated the Seventh Day of *January* One thousand eight hundred and fifty-two, with a Capital of Sixty thousand Pounds, in Twelve thousand Shares of Five Pounds each, and with Power to borrow on Mortgage any Sum not exceeding Twenty thousand Pounds: And whereas the Number of Shares in the Capital of the Consumers Company actually taken is Nine thousand eight hundred and sixteen: And whereas the total Amount of Capital called up by the Consumers Company is Five Pounds a Share, but Calls on some of the said Nine thousand eight hundred and sixteen Shares are in arrear, and the total Amount of the Calls so in arrear is One thousand nine hundred Pounds or thereabouts: And whereas the Consumers Company have exercised their Power of borrowing, and the Amount of their Mortgage Debt is Six thousand nine hundred and sixty-two Pounds Sixteen Shillings and Ninepence: And whereas in the Session of Parliament held in the Sixteenth and Seventeenth Years of Her present Majesty, the Consumers Company introduced into Parliament a Bill for their Incorporation, and for other Purposes, and the United Company presented a Petition to the Honourable the House of Commons against the Bill: And whereas a Deed of Arrangement, dated the Fourteenth Day of *June* One thousand eight hundred and fifty-four, was subsequently entered into between the Two Companies, and on the Faith of the Arrangement so entered into being carried out the Bill was withdrawn: And whereas by that Deed Provision was made for an Application by the United Company in the present Session of Parliament for an Act for merging the Consumers Company in the United Company, and for giving to the Mayor, Aldermen, and Burgesses of the Borough of *Sheffield* (in this Act called "the Corporation") certain Powers with respect to the Company, and it is expedient that the said Consumers Company be merged in the United Company, and that Effect be given to the Provisions of that Deed, except so far as may be herein otherwise provided: And whereas, in order to meet the increased and increasing Demand for Gas within the Borough of *Sheffield* and the Parishes and Places adjoining, it is expedient that the United Company should be empowered to raise further Capital: And whereas it is expedient that the United Company should have Power to extend their Supply of Gas to the several Parishes of *Ecclesfield* and *Handsworth*, and the Township of *Tinsley* in the Parish of *Rotherham*, all in the County of *York*, and to the Parish of *Norton* in the County of *Derby*: And whereas it is expedient that the recited Act be repealed, and that other Provisions be made in lieu

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lieu thereof: 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 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; (to wit,)

I. This Act may be cited for any Purpose as "The *Sheffield Gas* Short Title. Act, 1855."

II. This Act shall commence and have effect on and after the Commence- Third *Wednesday* next after the passing thereof. ment of Act.

III. The Limits of this Act include the Parishes of *Sheffield*, Limits of Ecclesfield, and *Handsworth*, and the Township of *Tinsley* in the Parish of *Rotherham*, all in the West Riding of the County of *York*, and the Parish of *Norton* in the County of *Derby*. Act.

IV. "The Companies Clauses Consolidation Act, 1845," except 8 & 9 Vict. the Provisions thereof "with respect to the Appointment and Duties cc. 16. & 18. of Auditors," and "The Lands Clauses Consolidation Act, 1845," and and 10 & 11 Vict. "The Gasworks Clauses Act, 1847," are incorporated with this c. 15. incor- Act: Provided always, that the Company shall not take any Lands, porated. otherwise than by Agreement, except as herein-after is mentioned: Pro- vided also, that Clause XXXVIII. of "The Gasworks Clauses Act, 1847," incorporated with this Act, shall be read, construed, and applied as if the Words "and also to the Town Clerk of the Borough of *Sheffield*" were inserted therein immediately after the Words "Gas- works are situate," and as if the Words "or Town Clerk" were inserted therein immediately after the Words "so sent to the said Clerk of the Peace or Sheriff Clerk" therein respectively.

V. The Expression "the Undertaking" in "The Companies Clauses Consolidation Act, 1845," and in "The Gasworks Clauses Act, 1847," respectively, means the Undertaking by this Act authorized; and the Expression "the Undertakers" in "The Gasworks Clauses Act, 1847," means the Company by this Act incorporated, and the Expression "the Corporation" means the Mayor, Aldermen, and Burgesses of the Borough of *Sheffield*. Meaning of certain Words in incorporated Acts.

VI. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction. Same Mean- ings to Words in incorporated Acts and this Act.

VII. The

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Re-incorporation of the Sheffield United Gas-Light Company.

VII. The several Persons who at the Commencement of this Act are the Shareholders of the United Company and the Consumers Company respectively, and their respective Executors, Administrators, Successors, and Assigns, are by this Act united into a Company, and incorporated by the Name of "*The Sheffield United Gaslight Company*," (in this Act called "*the Company*,") and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take on lease, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act.

Property of the Two Companies vested in the Company.

VIII. From and after the Commencement of this Act, and as on and from the Thirtieth Day of *June* One thousand eight hundred and fifty-five, all the Gasworks, Gasometers, Retorts, Apparatus, Works, and Conveniences, Freehold and Leasehold Lands, Buildings, Estates, Property, Choses in Action, Effects, Claims, and Demands whatsoever, of or to which the United Company and the Consumers Company respectively are by virtue of the recited Act and Deed of Settlement respectively or otherwise howsoever immediately before the Commencement of this Act seised, possessed, or in any way entitled at Law or in Equity or otherwise howsoever, with the Appurtenances, are by this Act vested in the Company as fully and effectually as immediately before the Commencement of this Act the same were respectively vested in the United Company and the Consumers Company respectively, but subject and without Prejudice to all Mortgages, Securities, and Liabilities whatsoever affecting the same respectively, or the Two Companies respectively, in respect thereof.

Deed of Arrangement to be carried into effect.

IX. The recited Deed of Arrangement of the Fourteenth Day of *June* One thousand eight hundred and fifty-four, of which a Copy is set out in the Schedule (A.) to this Act annexed, shall, except so far as the same shall be altered or varied by this Act, be carried into effect according to the true Intent thereof.

Repeal of recited Act.

X. Subject to the Provisions of this Act, the recited Act is by this Act repealed, but such Repeal shall not revive the Acts by the said recited Act repealed.

Avoidance of Deed of Settlement.

XI. Subject to the Provisions of this Act, the recited Deed of Settlement of the Seventh Day of *January* One thousand eight hundred and fifty-two shall, at and after the Commencement of this Act, be, as to any future Operation thereof, wholly void, and the several Persons who executed the same, their Heirs, Executors, and Administrators, are by this Act, but subject to the Provisions thereof, discharged accordingly from all future Liability thereunder.

XII. Not-

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XII. Notwithstanding the Avoidance of the recited Deed of Settlement, the Consumers Company shall continue, and the Powers and Provisions of that Deed shall remain in force so far and so long, but so far and so long only, as is requisite to enable that Company to wind up their Affairs and to carry the Provisions of the recited Deed of Arrangement into effect.

Consumers Company to continue till their Affairs are wound up.

XIII. Notwithstanding the Avoidance of the recited Deed of Settlement, the several Persons who at the Commencement of this Act are Shareholders of the Consumers Company, their Heirs, Executors, Administrators, Successors, and Assigns respectively, shall pay to the Consumers Company all Sums then unpaid on their respective Shares, with all Interest due or to accrue due thereon, and the same shall be recoverable by the Consumers Company as if this Act were not passed.

Shareholders of Consumers Company to pay Calls in arrear.

XIV. Within Three Months after the Commencement of this Act, or so soon thereafter as is practicable, the Consumers Company shall pay and discharge all their Debts and Liabilities which are not, according to the Terms of the recited Deed of Arrangement, to be borne and paid by the United Company, and shall then distribute their net Assets among the Shareholders of the Consumers Company, in the Proportions and according to the Interest of those Shareholders respectively in the Undertaking of the Consumers Company, and the Affairs of the Consumers Company shall be finally wound up, and thereupon the Consumers Company shall be dissolved and wholly cease to exist.

Consumers Company to be wound up and dissolved.

XV. The Shareholders in the United Company and the Shareholders in the Consumers Company shall be respectively entitled to all the Profits of their respective Companies up to the Thirtieth Day of *June* One thousand eight hundred and fifty-five, and the Profits of the United Company up to the said Thirtieth Day of *June* One thousand eight hundred and fifty-five shall, as soon as conveniently may be, be divided and paid by the Company to and amongst the Persons who at the Commencement of this Act are the Shareholders in the United Company, in the same way as the same could have been divided and paid by the United Company to and amongst such Persons if this Act were not passed.

Profits up to June 30th, 1855, to be long to the Two Companies.

XVI. The several Persons constituting the Consumers Company at the Time of the Commencement of this Act shall severally and respectively continue and remain liable to all Debts and Demands incurred before the Commencement of this Act, in such Manner and to such Extent as they would have been liable if this Act had not passed.

Existing Members of Consumers Company to remain liable to Debts.

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XVII. Not-

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Provisions of
other Acts
in favour of
the Two
Companies
to remain in
force.

XVII. Notwithstanding the Repeal of the recited Act, the several Clauses and Provisions whatsoever in favour of or relating to the United Company contained in any Act or Acts other than the recited Act, and which at the Commencement of this Act are in force, shall apply at and after the Commencement of this Act to the Company, their Directors, Officers, and Servants, and shall remain and be in full force accordingly, and they respectively may and shall accordingly and for the Purposes of this Act be entitled to, and have, exercise, enjoy, and be subject to, under or by virtue of those Clauses and Provisions respectively, all such Rights, Interests, Powers, Authorities, Privileges, and Obligations whatsoever as (if this Act were not passed) the United Company, and their Directors, Officers, and Servants, under and by virtue of the same, might be entitled to, or might have, exercise, enjoy, or be subject to.

Byelaws to
remain for
Six Months.

XVIII. Notwithstanding the Repeal of the recited Act, all Byelaws, Resolutions, Orders, Notices, and Proceedings of the United Company and the Directors thereof, made and taken before the Commencement of this Act, shall, for the Purposes of this Act, continue of full Force and Effect as if this Act were not passed, but as to such Byelaws only for Six Months after the Commencement of this Act, and all such Byelaws may be enforced and all Penalties thereunder may be recovered accordingly.

Conveyances
to remain in
force.

XIX. Notwithstanding the Repeal of the recited Act or the Avoidance of the recited Deed of Settlement, all Conveyances, Leases, Mortgages, Bonds, Purchases, Sales, Contracts, Agreements, Securities, and other Acts and Things, before the Commencement of this Act made, done, entered into, executed, or instituted, under or by virtue of the recited Act and the recited Deed of Settlement respectively, or with reference to the Purposes thereof respectively, shall be as good, valid, and effectual, to all Intents and Purposes whatsoever, for, against, and with reference to the Company, as the same would have been for, against, and with reference to the United Company or the Consumers Company, if this Act were not passed, and may be proceeded on and enforced accordingly, and the Name of the Company may and shall be used with respect to the same in lieu of the Name of the United Company or the Consumers Company.

Actions not
to abate.

XX. Notwithstanding the Repeal of the recited Act or the Avoidance of the recited Deed of Settlement, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the United Company or the Consumers Company before the Commencement of this Act, shall not abate or be discontinued or be prejudicially affected by this Act, but on the contrary shall continue and take effect both in favour of and against the Company, in like Manner in all

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all respects as the same would have continued and taken effect by or against the United Company or the Consumers Company if this Act were not passed, and all Offences against the Provisions of the recited Act committed before the Commencement of this Act may be prosecuted, and all Penalties incurred by reason of such Offences may be sued for, in like Manner in all respects as if this Act were not passed.

XXI. Notwithstanding the Repeal of the recited Act and the Avoidance of the said Deed of Settlement, and except only as is by this Act otherwise expressly provided, everything before the passing of this Act done and suffered respectively under the recited Act and under the said Deed of Settlement shall be as valid as if this Act were not passed, and such Repeal and Avoidance and this Act respectively shall accordingly be subject and without Prejudice to every thing so done and suffered respectively; and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such Repeal and Avoidance had not happened and this Act were not passed, would be incident to and consequent on any and every thing so done and suffered respectively; and with respect to all such Rights, Liabilities, Claims, and Demands, the Company by this Act incorporated shall, subject nevertheless and without Prejudice to any of the Provisions of this Act, or of the said Deed of Arrangement, so far as they affect the said Two Companies only or the Shareholders therein respectively, represent the Company incorporated by the repealed Act and the Company created by the said Deed of Settlement: Provided always, that the Generality of the Terms of this Enactment shall not, as regards any other Persons or Parties than the said Two Companies, be restricted by any other of the Clauses or Provisions of this Act.

Company to be liable in all respects as if Act not passed.

XXII. Notwithstanding the Repeal of the recited Act, all Gas Rates and Rents which at the Commencement of this Act are due and payable or accruing to the United Company shall be payable to and may be collected and recovered by the Company, in like Manner as the same might have been recovered by the United Company if this Act were not passed.

Gas Rates due to United Company to be paid to the Company.

XXIII. Notwithstanding the Avoidance of the recited Deed of Settlement, all Gas Rates and Rents which at the Commencement of this Act are due and payable or accruing to the Consumers Company shall be payable to and may be collected and recovered by the Consumers Company, in like Manner as if this Act were not passed: Provided always, that if any such Gas Rates or Rents remain unpaid at the Expiration of Twelve Months after the passing of this Act, all such Gas Rates and Rents so unpaid shall, after the Expiration of such Twelve Months, be payable to and may be collected and recovered

Gas Rates due to Consumers Company to be paid.

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recovered by the Company, in like Manner as the Gas Rates and Rents under this Act.

Debts due to and by United Company to be paid to and by the Company.

XXIV. Notwithstanding the Repeal of the recited Act, all Persons who at the Commencement of this Act owe any Sum of Money to the United Company, or to any Person on their Behalf, shall pay the same, with all the Interest (if any) due and payable or accruing for the same, to the Company; and all Debts and Monies which at the Commencement of this Act are due or owing by or recoverable from the United Company, or for the Payment of which the United Company are or but for this Act would be liable, shall be paid, with all Interest (if any) due and payable or accruing for the same, by or be recoverable from the Company.

Debts due to and by Consumers Company to be paid.

XXV. Notwithstanding the Avoidance of the recited Deed of Settlement, all Persons who at the Commencement of this Act owe any Sum of Money to the Consumers Company, or to any Person on their Behalf, shall pay the same, with all the Interest (if any) due and payable or accruing for the same, to the Consumers Company; and all Debts and Monies which at the Commencement of this Act are due or owing by or recoverable from the Consumers Company, or for the Payment of which the Consumers Company are or but for this Act would be liable, shall be paid, with all Interest (if any) due or remaining or accruing for the same, by or be recoverable from the Consumers Company: Provided always, that if at the Expiration of Twelve Months after the Commencement of this Act any such Sum of Money or Interest so recoverable by the Consumers Company remains unpaid, or any such Debt or Money payable by the Consumers Company remains unpaid, the same respectively shall, after such Twelve Months, be payable and recoverable to, by, or from the Company.

Certificate Books, &c. to remain Evidence.

XXVI. Notwithstanding the Repeal of the recited Act and the Avoidance of the recited Deed of Settlement respectively, all Certificates of Shares, Books, Writings, and Documents by that Act and that Deed respectively or by any other Act of Parliament directed or authorized to be kept or made, and which if this Act were not passed would be receivable in Evidence, shall be admitted in Evidence in all Courts of Law and Equity and elsewhere accordingly.

Officers of United Company to remain in Office.

XXVII. Notwithstanding the Repeal of the recited Act, every Officer and Servant appointed by virtue of or acting under that Act shall hold and enjoy his Office and Employment, with the Salary thereunto annexed, and be deemed an Officer and Servant of the Company, until he be removed from such Office and Employment; and he shall have the like Power and Authority for the Purposes of this

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this Act, and be subject to the like Power of Removal, Regulations, Pains, and Penalties, in all respects whatsoever, as if he were appointed under this Act.

XXVIII. All Officers and Persons who at the Commencement of this Act have in their Possession or under their Control any Money, Books, Documents, Papers, Writings, or Effects belonging to the United Company and the Consumers Company respectively, shall be liable to account for and deliver up the same to the Company, or to such Persons as they appoint to receive the same, in like Manner, and subject to like Regulations, Pains, and Penalties, as if such Officers or Persons were appointed and became possessed of the same under this Act: Provided always, that the Consumers Company shall be entitled to the Use of such of the Books, Documents, Papers, Writings, and Effects belonging to that Company as are requisite for winding up the Affairs of that Company, but so long only as is so requisite.

Officers, &c.
of United
Company
and Con-
sumers Com-
pany to
account.

XXIX. The Capital of the Company shall be Two hundred and sixty-four thousand nine hundred and eighty-four Pounds, divided into Shares as follows; to wit, One hundred and twenty thousand Pounds, Part thereof, divided into Four thousand eight hundred Shares of Twenty-five Pounds each, to be called Class A Shares; Fifteen thousand Pounds, further Part thereof, divided into One thousand six hundred Shares of Nine Pounds Seven Shillings and Sixpence each, to be called Class B Shares; Thirty-nine thousand two hundred and sixty-four Pounds, further Part thereof, divided into Nine thousand eight hundred and sixteen Shares of Four Pounds each, to be called Class C Shares; and Ninety thousand seven hundred and twenty Pounds, Residue thereof, divided into Four thousand eight hundred Shares of Sixteen Pounds Sixteen Shillings each, to be called Class D Shares; and into One thousand six hundred Shares of Six Pounds Six Shillings each, to be called Class E Shares.

Capital.

XXX. The Class A Shares shall be deemed fully paid up to the Amount of Twenty-five Pounds each, and are by this Act vested in the Persons who at the Commencement of this Act are the Holders of the Four thousand eight hundred existing Shares of Twenty-five Pounds each in the Capital of the United Company, after the Rate of One Class A Share for every such existing Share.

As to Class
A Shares.

XXXI. The Class B Shares shall be deemed fully paid up to the Amount of Nine Pounds Seven Shillings and Sixpence each, and are by this Act vested in the Persons who at the Commencement of this Act are the Holders of the One thousand six hundred existing Shares of Nine Pounds Seven Shillings and Sixpence each in the

As to Class
B Shares.

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Capital

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Capital of the United Company, after the Rate of One Class B Share for every such existing Share.

Calls due on Shares in the United Company to be paid.

XXXII. Provided that the several Persons who at the Commencement of this Act are Shareholders of the United Company, their Heirs, Executors, Administrators, Successors, and Assigns respectively, shall pay to the Company all Sums (if any) then due for Calls made on their respective Shares, with all Interest due or to accrue due thereon; and the Provisions of this Act with respect to the Means of enforcing the Payment of Calls, and the Forfeiture of Shares for the Nonpayment of Calls, shall apply to such Calls and to the Classes A and B Shares, in case of Nonpayment thereof.

Directors to distribute Class C Shares.

XXXIII. The Class C Shares shall be deemed fully paid up; and on Delivery to the Directors for the Time being of the Consumers Company of Certificates to represent the said Shares, the said Directors shall be bound to distribute the same amongst, and the same shall vest in, the Persons who at the Commencement of this Act are the Holders of the existing Shares of Five Pounds each in the Capital of the Consumers Company, rateably in proportion to the Number of such Shares held by them respectively: Provided always, that the Company shall not be bound to see to or be responsible for the Distribution of the said Certificates, but the Receipt of Three of the Directors of the Consumers Company for the same shall be held to exonerate the Company from all Liability in respect thereof.

Existing Certificates of Shares to be Certificates of Class A and B Shares.

XXXIV. The existing Certificates of the Twenty-five Pound Shares in the United Company shall, until called in, be the Certificates of the Class A Shares, and the existing Certificates of the Nine Pounds Seven Shillings and Sixpence Shares in the United Company shall, until called in, be the Certificates of the Class B Shares; and the Company need not issue fresh Certificates in respect of any such Shares, except under the Provisions of "The Companies Clauses Consolidation Act, 1845," in Cases where such Certificates are worn out, damaged, lost, or destroyed; but the Company, if they think fit, may at any Time call in such existing Certificates, and grant others in lieu thereof.

Shares to vest in Shareholders upon same Trusts as existing Shares.

XXXV. The several Shares of Classes A, B, and C, shall respectively be so vested in the several Persons entitled thereto respectively, upon the same Trusts, and subject to the same Powers, Provisions, Declarations, Agreements, Charges, and Incumbrances, upon or to which their respective Shares in the Capital of the United Company or the Consumers Company are at the Commencement of this Act held or subject, and so as to give effect to, and not revoke, any

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any Will or other Instrument disposing of or affecting any such Share.

XXXVI. The Class D and E Shares are by this Act vested, as Shares to be paid up, in the Persons who at the Commencement of this Act are the Holders of the Four thousand eight hundred existing Shares of Twenty-five Pounds each, and the One thousand six hundred existing Shares of Nine Pounds Seven Shillings and Sixpence each respectively, in the Capital of the United Company, after the Rate of One Class D Share for every such existing Twenty-five Pounds Share, and One Class E Share for every such existing Nine Pounds Seven Shillings and Sixpence Share.

Class D and E Shares.

XXXVII. Provided that any Person in whom any of the said Class D or E Shares are by this Act vested may at any Time by Writing under his Hand delivered to the Company before the First Call shall be paid on such Shares, renounce the same, or any Part thereof; and if any Person in whom any of the said Class D or E Shares are by this Act vested shall make default for Two Calendar Months in Payment of the First Call which shall be made by the Company on the said Shares, every Person so making such Default shall be deemed to have renounced the Shares in respect of which such Default shall be made.

Parties entitled to Class D or E Shares may renounce or forfeit the same.

XXXVIII. Provided also, that it shall be lawful for the Company to dispose of all or any of the Shares in respect of which said Renunciation or Default shall be made, in such Manner as they shall deem most for the Advantage of the Company.

The Company may dispose of Class D and E Shares renounced or forfeited.

XXXIX. The Company shall not convert the Class C Shares into Consolidated Stock until all the Liabilities of the Consumers Company to be borne exclusively by the Class C Shareholders, as by this Act provided, are discharged.

Class C Shares not to be converted into Stock until certain Liabilities are discharged.

XL. After the Expiration of Twelve Months from the Time when the Shares of any Class shall have been converted into Consolidated Stock, and Notice of such Conversion and of the Provisions of this Clause shall have been given, by the same being inserted once in some Newspaper published in the Town of *Sheffield*, no Person shall be entitled to hold any Part of such Stock other than One Pound, or a Multiple thereof, and no Part less than Twelve Pounds of such Stock shall, after the Expiration of such Twelve Months, confer on any Person any Right of Participation in the Dividends or Profits of the Company, or of voting at Meetings, or any other Right, Privilege, or Advantage whatsoever.

Limit of Divisibility of Stock.

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Calls.

XLI. The Amount of a Call on the Class D Shares shall not exceed Two Pounds Two Shillings a Share, and on the Class E Shares Fifteen Shillings and Ninepence a Share, and the Interval between successive Calls shall not be less than Two Months, and the total Amount called in any One Year shall not exceed on the Class D Shares Six Pounds and Six Shillings, and on the Class E Shares Two Pounds Seven Shillings and Threepence.

Prescribing
Rate of
Profits to
Share-
holders.

XLII. And whereas in and by the said Deed of Arrangement certain Agreements and Stipulations were entered into between the United Company and the Consumers Company with reference to the Limit of the Rate of the Dividend on the Capital of the Company, and it is expedient that the same should be varied to the Extent herein-after mentioned: Therefore the prescribed Rate of the Profits to be divided amongst the Shareholders in any Year shall be as follows: on the Class A and B Shares, the Rate of Ten Pounds in the Hundred by the Year; on the other Capital for the Time being of the Company, the Rate of Eight Pounds in the Hundred by the Year on the Amount of such Capital for the Time being paid up, or by this Act deemed to be paid up, so long as the Company's general Charge for Gas shall exceed the Sum of Three Shillings and Sixpence *per* One thousand Cubic Feet, but after such general Charge shall be reduced to Three Shillings and Sixpence *per* One thousand Cubic Feet, and so long as such Reduction shall continue, the Rate of Ten Pounds in the Hundred by the Year.

Dividends.

XLIII. The several Holders of Shares in the Capital shall be entitled to Dividends thereon in proportion to the whole Amount for the Time being paid, or by this Act deemed to be paid, on such Shares: Provided always, that notwithstanding any Amount be from Time to Time called up under the Provisions of this Act on the Class C Shares, and paid thereon, the Class C Shares shall not, for the Purposes of Dividend or for any other Purpose, be deemed to be paid up beyond the Amount of Four Pounds a Share.

Receipts on
behalf of
incapaci-
tated Person.

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

Indemnifica-
tion of Com-
pany by
Consumers
Company or
Class C
Share-
holders
against Debts
to be paid

XLV. Notwithstanding the Property and Effects of the Consumers Company are by this Act vested in the Company, subject to all Debts, Liabilities, and Engagements affecting the same or the Consumers Company in respect thereof, yet the Consumers Company, or failing them the Class C Shareholders, shall indemnify the Company against such Portions of those Debts, Liabilities, and Engagements, and all such other Claims and Demands, as according to the Provisions of

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of the recited Deed of Arrangement are to be borne exclusively by the Consumers Company.

by Consumers Company.

XLVI. In order to such Indemnification, the Accounts taken on the winding-up of the Affairs of the Consumers Company shall be settled between the Directors and the Directors of the Consumers Company, on the Footing of the Provisions of the recited Deed of Arrangement.

Accounts of Consumers Company to be settled accordingly.

XLVII. If on the Settlement of such Accounts or otherwise it appear that the Debts and Liabilities of the Consumers Company not discharged by them, and to which by this Act the Company became subject, exceed the Portion of those Debts and Liabilities to which according to the Provisions of the recited Deed of Arrangement the Company are to be subject, or it appear that under the Provisions of that Deed the Consumers Company are liable to pay or make good to the Company any Sum of Money, or any Chattels, or the Value thereof, or any other Claim or Demand, then, in order to effect the Indemnification in that Behalf of the Company, the Directors shall and may from Time to Time make Calls on the Class C Shareholders for the Amount requisite to effect such Indemnification, and the Costs attendant on such Calls and the Amount so called shall be paid by the Class C Shareholders rateably accordingly.

Calls on Class C Shares for such Indemnification.

XLVIII. The Company from Time to Time may borrow on Mortgage or Bond any Sums not exceeding in the whole Eighty thousand Pounds: Provided always, that the Sums borrowed by the United Company and the Consumers Company respectively, as herein-before recited, and making together Forty-nine thousand four hundred and sixty-two Pounds Sixteen Shillings and Ninepence, shall, during the Continuance of the Securities given for the same respectively, be deemed Part of the Amount which the Company are by this Act authorized to borrow; and that the Company shall not borrow any Sum exceeding such Sum of Forty-nine thousand four hundred and sixty-two Pounds sixteen Shillings and Ninepence until the whole of Class D and E Shares shall have been subscribed for, and One Half thereof paid up.

Power to borrow on Mortgage.

XLIX. The Mortgagees of the Company may enforce the Payment of the Arrears of Interest, or the Arrears of Principal and Interest, due on their Mortgages, by the Appointment of a Receiver, and the Amount to authorize the Requisition for a Receiver shall be Five thousand Pounds.

Arrears may be enforced by Appointment of Receiver.

L. Provided that, notwithstanding anything in "The Companies Clauses Consolidation Act, 1845," to the contrary, all Money to be
[Local.] *M m* received

Receiver to be the Receiver for

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all the Mortgagees for the Time being. received by a Receiver shall be so much Money received by or to the Use of all the Mortgagees for the Time being of the Company, in the respective Proportions to the respective Sums for the Time being due to such Mortgagees.

Existing Mortgages to have Priority. LI. All Mortgages granted by the United Company and the Consumers Company respectively, and in force on the Commencement of this Act, shall, during the Continuance thereof, have Priority over all Mortgages granted under this Act.

Ordinary Meetings to be held half yearly in Sheffield. LII. The First General Meeting shall be held at such Time within Six Months after the Commencement of this Act as the Directors shall appoint, and the future General Meetings shall be held in the Months of *April* and *October* in every Year, and all General Meetings, whether ordinary or extraordinary, shall be held in *Sheffield*.

Requisition for Extraordinary Meetings. LIII. The Number of Shareholders who may require the Directors to call an Extraordinary Meeting shall be not less than Twenty Shareholders, holding in the aggregate at least Seven thousand Pounds in nominal Amount of the Capital.

Scale of Voting. LIV. The following shall be the Scale of voting at General Meetings; to wit, every Holder of not less than Twelve Pounds in nominal Amount of Capital shall have One Vote, and every Holder of more than Forty-eight Pounds in nominal Amount of the Capital shall have One additional Vote in respect of every entire Amount of Forty-eight Pounds above his first Forty-eight Pounds; but no Shareholder shall have more than Thirty Votes.

Proof of Majority of Votes only required when Poll demanded. LV. At any Meeting of the Company a Majority of Votes shall only be required to be proved in the event of a Poll being demanded at such Meeting; and if such Poll be not demanded, then a Declaration by the Chairman that the Resolution has been carried, and an Entry to that Effect in the Book of Proceedings of the Company, shall be sufficient and conclusive Evidence of the Fact, without Proof of the Number or Proportion of Votes recorded in favour of or against such Resolution.

First Directors. LVI. The several Persons who at the Commencement of this Act are the Directors of the United Company shall be and are hereby appointed the First Directors of the Company, and shall retire from Office at the First Ordinary Meeting, after the Commencement of this Act.

Number of Directors. LVII. At and after the First Ordinary Meeting after the Commencement of this Act the Number of the Directors shall be Twelve, to

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to wit, Nine elected Directors from Time to Time elected by the Shareholders, and Three Nominee Directors from Time to Time appointed by the Corporation.

LVIII. The Qualification of an elected Director shall be the Possession, in his own Right, of not less than Five hundred Pounds in nominal Amount of the Capital. Qualification of elected Directors.

LIX. No Person shall be disqualified as a Director by being a Commissioner or Trustee under any Act of Parliament for any public Purposes within the Limits of this Act, and no Shareholder of the Company shall be disqualified as such Commissioner or Trustee by reason of any Contract between the Company and the Commissioners or Trustees : Provided always, that no Commissioner or Trustee who is a Director or Shareholder shall act or vote at any Meeting of such Commissioners or Trustees, or at any Committee appointed by such Commissioners or Trustees, on any Question, or with reference to any Matter in which such Director or Shareholder has a direct or indirect Interest as a Shareholder. Directors not to be disqualified by being Commissioners under Local Acts.

LX. Provided always, That the Provisions of "The Companies Clauses Consolidation Act, 1845," (with respect to the Election, Qualification, Retirement from Office, Rotation of Directors, and Supply of occasional Vacancies in the Office of Directors,) do not apply to the Nominee Directors, but apply only to the elected Directors. Provisions as to Directors applying only to elected Directors.

LXI. The Corporation from Time to Time may appoint Three Persons, being Members of the Council of the Borough of *Sheffield* but not being Shareholders in the Company, to be Three of the Directors, in addition to the elected Directors, and may appoint another such Person in the Place of every such Nominee Director who resigns, dies, or becomes incapable of acting, or who retires or who is about to retire under the Provisions of this Act, or ceases to be a Member of the said Council, or becomes a Shareholder in the Company : Provided always, that the Powers of the Directors to execute this Act shall not be dependent on there being in Office any Nominee Director. Power for Corporation to appoint Three Nominee Directors.

LXII. The Nominee Directors shall retire from Office at the Ordinary Meeting for the Election of Directors in every Year, and shall be re-eligible forthwith, or by Anticipation, and, except as by this Act otherwise provided, the Nominee Directors shall have the same Powers and be subject to the same Provisions and Regulations as the elected Directors. Retirement from Office of Nominee Directors.

LXIII. A Cer-

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Evidence of
Appoint-
ment, &c. of
Nominee
Directors.

LXIII. A Certificate in Writing of the Appointment, Resignation, Disqualification, or Incapacity of any Nominee Director, under the Common Seal of the Corporation or under the Hand of the Mayor of the Borough of *Sheffield*, shall as soon as conveniently may be after the Event therein certified has occurred be deposited at the principal Office of the Company, and shall, as between the Corporation and the Company, and also as between the Company and the Nominee Directors named in such Certificate, be conclusive Evidence of the Fact thereby certified.

Company
may appoint
a managing
Director.

LXIV. The Company may from Time to Time appoint any One of the elected Directors to be the Managing Director, and may at pleasure revoke any such Appointment, and may allow to such Managing Director, in addition to his ordinary Remuneration (if any) as a Director, such Remuneration for his Services as a General Meeting from Time to Time authorizes, not exceeding the following Scale:

While the Company's general Charge for Gas exceeds the Rate of Three Shillings and Sixpence for One thousand Cubic Feet, Six hundred Pounds a Year:

While such general Charge is at or under Three Shillings and Sixpence, but more than Three Shillings for One thousand Cubic Feet, Seven hundred Pounds a Year:

And while such general Charge is at or under Three Shillings for One thousand Cubic Feet, Eight hundred Pounds a Year.

Quorum for
Meetings of
Directors.

LXV. The Quorum of a Meeting of Directors shall be Five Directors, of whom at least Three shall be elected Directors.

Limit of Re-
muneration
of Directors.

LXVI. No Nominee Director shall be entitled to or receive any Remuneration, and no elected Director other than a managing Director shall be entitled to any Remuneration, so long as the Company charge for any Gas supplied by them (other than under a special Contract made before the Commencement of this Act by the United Company or the Consumers Company, and at the Commencement of this Act in force, or under a special Contract made under this Act) more than after the Rate of Three Shillings and Sixpence for One thousand Cubic Feet of Gas; and after the Company have reduced their general Charge for Gas to Three Shillings and Sixpence for One thousand Cubic Feet, the elected Directors shall not be entitled between them to any Remuneration exceeding the Rate of Remuneration by this Act provided.

Scale of Re-
muneration
to Directors.

LXVII. After the Company have reduced their general Charge for Gas to the Rate of Three Shillings and Sixpence for One thousand Cubic Feet, and while the Reduction continues, the Remuneration to the

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the elected Directors shall not exceed, in addition to that allowed to the Managing Director, the following Scale :

While the Charge is at or under Three Shillings and Sixpence but more than Three Shillings and Fourpence for One thousand Cubic Feet, Four hundred and fifty Pounds a Year :

While the Charge is at or under Three Shillings and Fourpence but more than Three Shillings and Twopence for One thousand Cubic Feet, Six hundred Pounds a Year :

While the Charge is at or under Three Shillings and Twopence but more than Three Shillings for One thousand Cubic Feet, Seven hundred and fifty Pounds a Year :

While the Charge is at or under Three Shillings for One thousand Cubic Feet, Nine hundred Pounds a Year.

LXVIII. The Corporation shall in the Month of *January* in every Year after the Commencement of this Act appoint an Auditor, not being a Shareholder in the Company, for the Purpose of auditing the Accounts of the Company ; and in every Case of a Vacancy in the Office of such Auditor before the Accounts are audited, the Corporation shall appoint an Auditor to supply the Vacancy.

Appoint-
ment of
Auditor.

LXIX. It shall be the Duty of the Auditor half-yearly to audit the Accounts of the Company, and to receive from the Directors the Balance Sheet required to be presented to the Shareholders, and to examine the same.

Duty of
Auditor.

LXX. The Directors shall deliver to the Auditor the Balance Sheet Fourteen Days at the least before the ensuing Ordinary Meeting at which the same is required to be produced to the Shareholders.

Delivery of
Balance
Sheet to
Auditor.

LXXI. The Books of the Company shall be balanced up to the Thirtieth Day of *June* and the Thirty-first Day of *December* respectively in every Year.

Periods for
balancing
Company's
Books.

LXXII. For the Purposes of his Appointment, the Auditor may examine the Accounts of the Company at any Time during Fourteen Days before every Ordinary Meeting, and the Company shall at every such Examination produce and lay before the Auditor the Accounts of the Company for the preceding Half Year, accompanied by proper Vouchers for the Support of the same, and submit to his Inspection all Books, Papers, and Writings relating to such Accounts which he may require ; and the Auditor may examine any of the Clerks or Servants of the Company whom he shall think fit, and whom he is hereby empowered to summon before him for the Purpose of such Examination, and he may either make a special Report on the Accounts, or simply confirm the same, and such Report or Confirmation

Powers of
Auditor.

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shall

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shall be read, together with the Report of the Directors, at the Ordinary Meeting.

Remune-
ration of
Auditor.

LXXIII. The Remuneration of the Auditor for every such half-yearly Audit shall be fixed by the Corporation, and not exceed the Sum of Twenty Guineas, and the same shall be paid to him by the Company.

Receipts of
Treasurer
and Manag-
ing Director
to be valid
Discharges.

LXXIV. Receipts in Writing, signed by the Treasurer or the Managing Director of the Company, for any Money, Effects, or Property paid or delivered to the Company, or any Person on their Behalf, shall effectually discharge the Persons paying or delivering the same from all Liability in respect thereof.

Proof of
Debts in
Bankruptcy
and Insol-
vency.

LXXV. The Provisions of "The Companies Clauses Consolidation Act, 1845," enabling the Secretary or Treasurer to represent and act for the Company in Proceedings against the Estate of any Bankrupt or Insolvent, or under any Fiat, Sequestration, or Act of Insolvency, shall extend to enable any Director, or any Person authorized by the Company under their Common Seal, to represent and act for the Company therein.

Power to
take Lands.

LXXVI. The Company may purchase and take the Lands described in the Schedule (B) to this Act annexed, or any Estate, Term, or Interest therein, or in any of the Lands vested in the Company by this Act, either by Agreement or under the Powers of "The Lands Clauses Consolidation Act, 1845," with respect to the Purchase of Lands otherwise than by Agreement: Provided that the Power of the Company for the compulsory Purchase of such Lands shall not be exercised after the Expiration of Two Years from the Commencement of this Act.

Power to
Purchase
Lands by
Agreement.

LXXVII. In addition to the Lands by this Act vested in the Company, and which may be purchased and taken by the Company under the Powers herein-before contained, and subject to the Provisions of this Act, the Company may, by Agreement, purchase or take any other Lands, not exceeding in Quantity Ten Acres, or any Estate, Term, or Interest in any such Lands.

Power to
maintain
Works and
supply Gas,
&c.

LXXVIII. The Company from Time to Time may maintain, make, repair, renew, provide, alter, and discontinue the now existing Gasworks of the United Company and the Consumers Company respectively, and all such Retorts, Gasometers, Receivers, Sewers, Drains, Machinery, Fittings, Meters, and other Works and Apparatus, and such Houses, Buildings, and Approaches, and do all such Acts as they think proper for making, storing, and supplying Gas within the

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the Limits of this Act, and may manufacture, sell, and dispose of Coke, and all other Products and Residuum of any Articles employed in or resulting from the Manufacture of Gas, as they from Time to Time think fit, and may in all other respects carry on the Business of a Gas Company: Provided also, that nothing in this Act contained shall enable the Company to erect or maintain Works for the Manufacture of Gas, except upon the Lands vested in the Company by this Act, and the Lands specified, described, and defined in the Schedule (B) to this Act annexed.

LXXIX. The Company shall from Time to Time carry their Mains into or through any Streets within the Limits of this Act not already lighted with Gas, for the Purpose of lighting the same with Gas, which the Corporation or the *Sheffield* Improvement Commissioners or other the Persons having the lighting of the Streets therein, from Time to Time, by Writing addressed to the Secretary of the Company, require the Company to light: Provided always, that in every such Case the Corporation or Commissioners or such other Persons shall place, and during all Contracts with the Company light Lamps at Distances not exceeding on the average Sixty Yards from each other, along every Extension of the Company's Mains so required: Provided also, that no such new Main shall be so required to be laid during the Four Months of *November, December, January, and February*.

Extension of
Mains when
required by
Corporation,
&c.

LXXX. From Time to Time, before the Company extend any of their Mains, they shall give to the Corporation Notice in Writing of the Desire of the Company to make such Extension, and the Corporation shall consider and determine on the Propriety of such Extension being made; and, except as by this Act otherwise provided, the Company shall not make any such Extension without the previous Approval thereof by the Corporation.

Extension of
Mains to be
approved by
Corporation.

LXXXI. If the Corporation fail for Six Weeks after Notice to them by the Company of the Desire of the Company to make any such Extension, to give Notice in Writing to the Company of the Determination of the Corporation thereon, such Failure shall be deemed an Approval by the Corporation of the proposed Extension.

Failure by
Corporation
to approve
to be deemed
an Approval.

LXXXII. If the Company be dissatisfied with any Determination by the Corporation as to any such proposed Extension, the Company may appeal to the General Quarter Sessions for the West Riding of the County of *York*, and the Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to Appeals to Quarter Sessions, apply to such Appeals: Provided that the Court of Quarter Sessions hearing any such Appeal shall not quash or in anywise alter any Determination

Appeal from
Decision by
Corporation.

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Determination by the Corporation as to any such proposed Extension, so far as the same is intended to be carried beyond the Limits of the Borough of *Sheffield*, unless it shall be proved to the Satisfaction of the said Court that such proposed Extension, so far as it is intended to be carried beyond such last-mentioned Limits, will yield to the Company a clear Profit of Five Pounds *per Centum per Annum* on the probable Expense of and incident to such Extension beyond the same Limits.

Company to
lay Pipes for
lighting
Buildings.

LXXXIII. Subject to the Provisions of "The Gasworks Clauses Act, 1847," the Company may lay any Pipe, Branches, and other necessary Apparatus from any Main or Branch Pipes into, through, or against any Building, for the Purpose of lighting the same, and may provide and set up any Apparatus necessary for securing to any Building a proper and complete Supply of Gas, and for measuring and ascertaining the Extent of such Supply.

Company to
supply Gas
for lighting
Streets.

LXXXIV. If the Corporation, or the *Sheffield* Improvement Commissioners, or other the Persons having the lighting of the Streets within the Limit of this Act, so require, the Company shall supply Gas for such lighting, either by Meter or at a fixed Price for every Lamp or Burner used for such lighting, or partly by Meter and partly at such a fixed Price, as the Corporation or Commissioners or such other Persons from Time to Time elect: Provided always, that such fixed Price shall not exceed Thirty-five Shillings and Twopence a Year for every such Lamp or Burner burning Two thousand and two hundred Hours a Year, and consuming on the average Four Cubic Feet of Gas an Hour: Provided always, that on the Renewal of any Contract between the Company and the said Corporation or Commissioners or other Persons aforesaid for lighting the Streets within the Limits of this Act, the said Corporation, Commissioners, or other Persons shall be entitled to claim or require that the Price at which Gas shall be supplied *per* One thousand Cubic Feet by the Company for every such Lamp or Burner burning Two thousand and two hundred Hours a Year, and consuming on an average Four Cubic Feet *per* Hour, shall not be more, during the Continuance of such renewed Contract, than after the average Price *per* One thousand Feet at which, during the Year preceding the Renewal of such Contract, the Company shall have supplied Gas to private Consumers of more than Five hundred thousand Feet *per Annum* under any Contract or Agreement made after the passing of this Act; and if any Difference shall arise between the Company and the said Corporation, Commissioners, or other Persons, as to such average Price, the same shall be settled by Arbitration: Provided further, that nothing herein contained shall affect or have reference to any Contract made before the passing of this Act.

LXXXV. The

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LXXXV. The Company shall, at the Expense of the Owner or Occupier of any public or private Building or Land who requires the same, lay all necessary Pipes to communicate with the Company's Mains, and furnish such Person with a Supply of Gas for the Purpose of lighting or being used in such Building or Land, and also (if required by him) with a Meter, not being more than a Sixty-Light Meter, for ascertaining the Quantity of Gas consumed by him, so as the Person requiring such Pipes to be laid, or such Supply of Gas or such Meter to be furnished, shall, if required by the Company, before he shall be entitled thereto, give such Security, in addition to that given by this Act, for Payment to the Company of the Expense of and incident to the providing, laying, and repairing of such Communication Pipes, and for the Gas to be so supplied, and for such Meter and the Rent thereof as the Company think fit.

Company to supply Gas on being so required, and having Security for Payment.

LXXXVI. If the Company and the Person so requiring such Pipes or Gas or Meter cannot agree upon the Security to be so given, the same shall be determined by a Justice or Justices, and any Justice or Justices shall, on the Complaint and Application of the Company and such Person or either of them, determine the Amount and Nature of the Security to be so given, and the Decision of such Justice or Justices shall be final and conclusive, and such Security may be the Deposit or Prepayment of Money.

Differences as to Security to be determined by Justices.

LXXXVII. If the Company, after the Justice or Justices have settled and decided the Amount and Nature of the Security to be so given, and after such Security is given or tendered to the Company, wilfully fail, for such Number of Days not less than Seven from the giving or tendering such Security as the Justice or Justices shall appoint, or if the Company shall not require such Security, and shall fail for Seven Days after Request in Writing by such Person to provide and lay such Communication Pipes, and to furnish such Supply of Gas or such Meter, then and in either of such Cases the Company shall forfeit to such Person Twenty Shillings for every Day during which such Failure continues.

Penalty on Company for failing to supply Gas.

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

Quality of Company's Gas.

LXXXIX. The Corporation may from Time to Time, if they think fit, appoint a practical Chemist or other competent Person to test the Quality of the Gas supplied by the Company, and the Company shall

Corporation may appoint Chemist to test Quality of Gas.

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shall pay him a Remuneration for his Services, to be fixed by the Corporation, not exceeding Twenty Guineas a Year.

Experi-
men-
tal Meter.

XC. The Company shall, within Six Months after the Commencement of this Act, erect and thenceforward maintain, in some convenient Part of their Works, an experimental Meter, furnished with an Argand Fifteen-Hole Burner and a Seven-Inch Chimney, capable of consuming Five Cubic Feet of Gas an Hour, with other necessary Apparatus for estimating the illuminating Power and for testing the Purity of the Gas.

Power to
enter Gas-
works to
examine
Quality of
Gas.

XCI. The Chemist or other Person so appointed may at all reasonable Times in the Daytime, on giving Two Hours previous Notice in Writing to the Company, and on a Production of a Certificate under the Hand of the Mayor of the Borough of *Sheffield* of his Appointment, enter the Works of the Company for the Purpose of making, and forthwith, in the Presence of the Superintendent or other Officer of the Company, if he think fit to be present, make Experiments on the illuminating Power and Purity of the Gas, by means of the experimental Meter and other Apparatus provided in pursuance of this Act; and in such Experiments the Company, their Officers and Servants, shall render all necessary Assistance; and if it be proved to the Satisfaction of any Two Justices, after hearing the Parties, that the illuminating Power of the Gas supplied by the Company is not such an illuminating Power as is required by this Act, or if it shall be proved in like Manner that such Gas contains a sufficient Quantity of Sulphurated Hydrogen to discolour the usual Test Paper, then the Company shall for every such Offence forfeit a Sum not exceeding Ten Pounds.

Limit of
Price of Gas.

XCII. The highest Charge by the Company for Gas supplied by them shall be at the Rate of Four Shillings for One thousand Cubic Feet.

Uniform
Charges for
Gas.

XCIII. Except as by this Act otherwise provided, the Company shall charge all Consumers for the Gas supplied to them after the same Rate for every One thousand Cubic Feet: Provided always, that such Uniformity of Charge shall not apply to Gas supplied under any special Contract entered into with the United Company or the Consumers Company, and in force at the Commencement of this Act: Provided also, that the Company may make any special Contract with any Consumer whose Consumption amounts to Five hundred thousand Cubic Feet a Year or upwards, for furnishing to such Consumer Gas after a Rate different from that generally charged by the Company.

Reserved
Fund to be
£5,000 be-

XCIV. The Company shall not reduce the Charge for Gas supplied by them to Consumers whose Consumption does not amount to
Five

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Five hundred thousand Cubic Feet a Year, below the Rate of Four Shillings for every One thousand Cubic Feet, until their reserved Fund amounts to Five thousand Pounds.

fore maxi-
mum Charge
for Gas
reduced.

XCV. Every private Consumer of Gas supplied by the Company shall, if required by the Company, consume the Gas supplied to him by Meter; but such Meter, if provided by a Consumer, shall be approved by the Company before it is used, and during the User thereof.

Consump-
tion of Gas
by Meter.

XCVI. The Charges which the Company may make for the Use of Meters supplied by them shall not exceed the following Rents; (to wit,)

Charges for
Meters.

For a Two-Light Meter, at and after the Rate of Two Shillings and Eightpence *per Annum*;

For a Three-Light Meter, at and after the Rate of Four Shillings and Fourpence *per Annum*;

For a Five-Light Meter, at and after the Rate of Five Shillings and Fourpence *per Annum*;

For a Ten-Light Meter, at and after the Rate of Six Shillings and Eightpence *per Annum*;

For a Twenty-Light Meter, at and after the Rate of Nine Shillings *per Annum*;

For a Thirty-Light Meter, at and after the Rate of Twelve Shillings *per Annum*;

For a Forty-five-Light Meter, at and after the Rate of Eighteen Shillings *per Annum*;

For a Sixty-Light Meter, at and after the Rate of Twenty-four Shillings *per Annum*;

For an Eighty-Light Meter, at and after the Rate of Thirty Shillings *per Annum*;

For a One-hundred-Light Meter, at and after the Rate of Thirty-six Shillings *per Annum*;

For any Meter exceeding a One-hundred-Light Meter, a Sum equal to Ten *per Centum* on the Cost of such Meter;

And for any Meter less than a One-hundred-Light Meter, and not being a Meter above specified, a Sum in due proportion to the Sums above specified: Provided always, that the Company shall not be bound to supply any Meter exceeding a Sixty-Light Meter.

XCVII. Every Person who knowingly or wilfully prevents any Meter from duly registering the Quantity of Gas supplied by the Company shall for every such Offence forfeit and pay to the Company a Sum not exceeding Five Pounds; and any such Prevention caused by artificial Means, where such Meter shall be under his Custody

To prevent
fraudulent
Consump-
tion of Gas.

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Custody or Control, shall be *primâ facie* Evidence of such Knowledge on the Part of the Consumer using any such Meter.

As to stopping the Supply of Gas.

XCVIII. The Company shall not exercise the Power given to them by the Sixteenth Clause or Section of "The Gasworks Clauses Act, 1847," incorporated with this Act, of stopping the Gas from entering the Premises of any Person supplied with Gas by the Company (except in the Case of unoccupied Premises), unless such Person shall neglect to pay the Money due from him to the Company for Gas or for Meters or Fittings for the Space of Seven Days after the Company shall have delivered to such Person, or left at his last or most usual known Place of Abode, or upon the said Premises, a Notice in Writing of their Intention to stop the Gas from entering the Premises of such Person.

Removal of Meters, &c from unoccupied Houses.

XCIX. In all Cases in which the Company are by this Act authorized to cut off and take away the Supply of Gas from any House, Building, or Premises, then if such House, Building, or Premises be unoccupied, the Company, their Agents, Servants, or Workmen, after giving Twenty-four Hours previous Notice to the Owner, by serving the Notice on him, or if the Owner be not resident in or within Seven Miles of *Sheffield*, or be not known to the Company, by affixing the same for Three Days on some conspicuous Part of such House, Building, or Premises, may enter into the same between the Hours of Nine in the Forenoon and Four in the Afternoon, and remove and carry away any Pipe, Meter, or Fittings, or other Works, the Property of the Company.

Corporation may appoint Inspector of Meters.

C. The Corporation may from Time to Time, if they think fit, appoint an Inspector of Meters, and such Inspector shall have at all Times, on the Application and at the Expense of any Consumer of Gas of the Company, a Right to inspect and test the Meter or Meters erected or placed by the Company on the Premises of the Person making such Request, after giving Twenty-four Hours Notice in Writing of such intended Inspection to the Company; and if on any such Inspection the said Inspector shall find that any such Meter is not a good and proper Meter, or does not accurately register the Quantity of Gas consumed, the Company shall remove the same and supply its Place with a good and proper Meter, on being requested in Writing by such Consumer so to do, and on having such Security (if required by them) as is by this Act provided for, and in Failure thereof for Seven Days shall forfeit to such Consumer not exceeding Twenty Shillings for each Day during which such Failure continues.

Costs of Distress.

CI. Any Justice who issues any Warrant of Distress for any of the Purposes of this Act may order that the Costs of the Company of

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of and incident to the Recovery of the Money to be levied shall be paid by the Person liable to pay such Money, and such Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of such Money, and any such Warrant may contain in the Body thereof, or in a Schedule thereto, several Names and several Sums.

CII. Provided always, That unless, on Cause being shown by the Company to any Justice, he see fit to issue his Warrant of Distress without a previous Summons, he shall not issue his Warrant of Distress unless the Party complained against be previously summoned by a Justice to appear before him or some other Justice at a Time and Place named in such Summons, and the Time for such Appearance have elapsed.

Warrant of
Distress to
be after
Summons.

CIII. The Newspaper for Notices by Advertisement shall be some *Sheffield Newspaper*.

Newspaper
for Adver-
tisements.

CIV. If any Person wantonly or maliciously hinder or interrupt the Company, or any of their Agents, Servants, or Workmen, in the Exercise of any of the Powers of this Act, or in anywise cause or procure the same to be done, every Person so offending shall for every such Offence forfeit to the Company not exceeding Five Pounds, and also the full Amount of the Damage sustained by such Hindrance or Interruption.

Penalty for
interrupting
Officers of
Company.

CV. Where by more than One of the Acts incorporated with this Act any Penalty is imposed on the Company for One and the same Offence, and also when by this Act any Penalty is imposed on the Company for any Offence, and by any other Act of Parliament now in force, whether incorporated with this Act or not, any Penalty is imposed for the same Offence, the Penalties shall not be cumulative.

Penalty on
the Company
not cumula-
tive.

CVI. And whereas by the recited Act (after reciting that by an Act passed in the Fifty-eighth Year of the Reign of King *George the Third*, intituled *An Act for cleansing, lighting, and watching, and otherwise improving the Town of Sheffield in the County of York*, it is enacted, that no Person whomsoever shall be capable of acting as a Commissioner under the said Act during the Time he shall hold any Place of Profit, or be under any Contract, or have any Share or Interest in any Contract relating to the Execution of any of the Powers of the said Act,) it was enacted, that nothing in the said therein-recited Act should disqualify any Person having any Share or Interest in the United Company from acting as a Commissioner in the Execution of the said therein-recited Act, except so far as related to the making of any Contract with the Company: Therefore nothing in this Act or in the said Act of the Fifty-eighth Year of King *George the Third* shall disqualify any Shareholder of the Company from

Shareholders
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The Sheffield Gas Act, 1855.

acting as a Commissioner in the Execution of any of the Powers of that Improvement Act, except so far as relates to the making of any Contract with the Company.

Saving
Rights of
Corporation,
&c.

CVII. Except as by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Rights, Interests, Powers, and Authorities of the Corporation, or of the *Sheffield* Improvement Commissioners, or of the Trustees under any Act for repairing and amending Turnpike Roads within the Limits of this Act, or of the Persons having the Control or Management of any Street, Sewer, or Drain within the Limits of this Act.

Saving
Rights of
Sheffield
Waterworks
Company.

CVIII. Except as by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Rights, Interests, Powers, and Authorities of the Company of Proprietors of the *Sheffield* Waterworks.

Saving
Rights of
Duke of
Norfolk.

CIX. Nothing in this Act shall extinguish, defeat, release, abridge, annul, prejudice, or destroy the Right, Title, or Interest of the Duke of *Norfolk*, Lord of the Manor of *Sheffield*, or the Lord for the Time being of the Manor of *Sheffield*, of, in, or to the Seignories, Rights, Royalties, Franchises, Jurisdictions, Rents, Services, Liberties, Privileges, Powers, and Authorities appendant, appurtenant, incident, or belonging to the Manor, or to any Rents, Tolls, Pickage, Stallage, Free Customs, Dues, Duties, Profits, or Advantages belonging, due, or in anywise appertaining to the Duke of *Norfolk*, Owner of the Fairs and Markets within the Town of *Sheffield*, or the Owners for the Time being of such Fairs and Markets; but the Duke of *Norfolk*, Lord of the Manor, and the Lord for the Time being of the Manor, shall and may have, hold, use, exercise, take, and enjoy all and every the Seignories, Rights, Royalties, Franchises, Pre-eminences, Jurisdictions, Rents, Services, Powers, Authorities, Liberties, Privileges, Advantages, and Emoluments whatsoever to the Manor belonging, or incident, appendant, appurtenant, or usually exercised, holden, or enjoyed therewith; and the Duke of *Norfolk*, Owner of the Fairs and Markets, shall and may demand, exact, take, and enjoy all such Rents, Tolls, Pickage, Stallage, Free Customs, Dues, Duties, Profits, and Advantages, with all Powers and Remedies for enforcing the Payment thereof, in as full, ample, and beneficial a Manner, to all Intents and Purposes, as if this Act were not passed, save as the same may be affected by the due and lawful Exercise of the Powers of the Company of laying down Pipes for the Conveyance of Gas for the Purpose of this Act.

Expenses of
Act.

CX. All the Expenses of and incident to the preparing for, obtaining, and passing of this Act shall be paid by the Company.

The

The Sheffield Gas Act, 1855.

The SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

(COPY.)

DEED OF ARRANGEMENT between the Sheffield United Gaslight Company and the Sheffield Gas Consumers Company.

THIS Indenture, made the Fourteenth Day of June in the Year of our Lord One thousand eight hundred and fifty-four, between the Sheffield United Gaslight Company, herein-after called the United Company, of the one part, and the Sheffield Gas Consumers Company, herein-after called the Consumers Company, of the other part: Whereas by an Act of the Seventh and Eighth Victoria, Chapter 45, intituled "An Act for uniting the Sheffield Gaslight Companies," the United Company were incorporated and established for the Purpose of supplying with Gas the Borough of Sheffield in the West Riding of the County of York, and for other Purposes: And whereas by the said Act the Capital of the United Company was fixed at One hundred and thirty-five thousand Pounds, divided into Four thousand eight hundred Shares of Twenty-five Pounds each, and One thousand six hundred Three Eighth Shares of Nine Pounds Seven Shillings and Sixpence each: And whereas upon or in respect of each of the said Shares of Twenty-five Pounds the Sum of Twenty Shillings remains to be called up, and upon or in respect of each of the said Shares of Nine Pounds Seven Shillings and Sixpence the Sum of Seven Shillings and Sixpence remains to be called up: And wherea under the Powers of the said Act divers Sums of Money have been raised by the United Company on Mortgage, but their Powers to borrow Money on Mortgage have not yet been fully exercised: And whereas the Consumers Company are constituted under the Provisions of a Deed of Settlement, bearing Date the Seventh Day of January One thousand eight hundred and fifty-two, and have been completely registered under the Act of the Seventh and Eighth Victoria, for the Registration, Incorporation, and Regulation of Joint Stock Companies, and are authorized to raise a Capital of Sixty thousand Pounds, in Twelve thousand Shares of Five Pounds each, and to borrow on Mortgage Twenty thousand Pounds, but which latter Power has not been exercised: And whereas the Consumers Company (having previously obtained such Licences from the Board of Trade as are provided for with reference to the Purchase and holding of Lands by Joint Stock Companies) have purchased and acquired Lands in Sheffield, and erected Gasworks thereon, and have also laid down Mains and Pipes in connexion therewith, and are supplying with Gas certain Inhabitants of the said Borough of Sheffield: And whereas Part of the said Land is held for a long Term of Years under a Lease which enables and also requires the Consumers Company to purchase the Reversion at the Sum of Three thousand two hundred and seventy-seven Pounds One Shilling and Eightpence, no Part of which Sum has been paid, but the whole of which Sum is now or shortly will be payable: And whereas the Consumers Company have introduced into Parliament in the present Session a Bill intituled "A Bill to incorporate the Sheffield Gas Consumers Company,

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“Company, and to enable them to complete and extend their Works:” And whereas Petitions against the said Bill have been presented to the House of Commons by the United Company, and also by other Parties: And whereas the said Bill was by the said House of Commons referred to a Committee of the House, which met on the said Bill on the Twenty-seventh Day of March One thousand eight hundred and fifty-four: And whereas the Petitioners against the said Bill appeared before the said Committee to oppose the passing of the said Bill: And whereas after the Counsel for the said Bill had stated the Case in support of the said Bill, the Committee suggested that an Arrangement between the Parties before them should be effected, and thereupon the said Committee adjourned, in order to enable the Arrangement to be entered into: And whereas during the said Adjournment, and in accordance with such Suggestion, an Honourable Member of the said Committee communicated to the Promoters and Opponents of the said Bill certain Conditions as the Basis of an Arrangement between the Two Companies: And whereas on the said Committee resuming their Sitting on the said Bill on the Twenty-ninth Day of March One thousand eight hundred and fifty-four, they passed the following Resolutions; (videlicet,) “The Committee deem it expedient “that the lighting of Sheffield with Gas should be confided to One Company, “provided that due Security could be afforded for the Protection of the “Public: The Committee are also of opinion that the Conditions communicated “to the Parties by an Honourable Member of the Committee ought to be “the Basis of an Arrangement between the Two Companies; and if any “minor Question arises out of those Conditions, that Question ought to “be settled by the same Member of the Committee: That an Agreement “under the Seal of both Companies be forthwith prepared to give legal “Effect to the Conditions, and that the Committee adjourn till the “Second Thursday of the Sitting of the House after the Easter Recess, “in order that the Parties may report how far they have complied with these “Resolutions:” And whereas the Conditions referred to by the said Resolutions were to the following Effect; (namely,) that the United Company should apply in the next Session of Parliament for an Act for the Purposes following; (that is to say,) to enable the United Company to raise an additional Capital of One hundred and thirty thousand Pounds; to limit their Profit to Ten per Cent.; to limit the Price of their Gas to Four Shillings per One thousand Cubic Feet; to submit the Quality of their Gas to a Test; to submit the Necessity of any Extension of their Works and Mains to the Corporation of Sheffield, with a Provision that, in case the Corporation should object or not report, an Appeal should lie to the Quarter Sessions; to provide that the Directors should have no Recompense until the Price of the Gas should be reduced to Three Shillings and Sixpence per One thousand Cubic Feet, and to limit such Recompense to Six hundred Pounds so long as the Price, after being reduced to Three Shillings and Sixpence per One thousand Cubic Feet, should exceed Three Shillings per One thousand Cubic Feet, and to One thousand two hundred Pounds when the Price should be reduced to Three Shillings, the Scale of Compensation to them for their Services to be graduated in proportion as the Price should be reduced, but the Provisions respecting the Remuneration of Directors not to apply to a Managing Director; to provide that One Charge per One thousand Cubic Feet should be made to all Consumers under Five hundred thousand Cubic Feet per Annum; that to equalize Dividends, and for the other ordinary Purposes of a Reserve Fund, a Reserve of

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of Ten thousand Pounds should be made prior to Reduction of Price below Four Shillings per One thousand Cubic Feet; that the Number of Directors should be Twelve, of whom Three should be appointed by the Corporation of Sheffield; that the public Lamps should be supplied after the same Price as the private Consumer; that the Corporation should approve of Inspectors of Meters, and appoint the Auditor of Accounts; that the United Company should be bound to supply at the current Rate all Consumers within Reach of their Mains; that the Corporation might require Mains to be laid where public Lamps should be placed; that the Distress issued by the United Company for Gas Rent should only be by Warrant of Her Majesty's Justices after Summons; that the Consumers Company should merge into the United Company, the Shareholders in the Consumers Company receiving for every Six Shares of Five Pounds each in the Consumers Company Shares equal to One Share of Twenty-four Pounds in the United Company; and that the Balance of the One hundred and thirty thousand Pounds additional Capital should be allotted to the Holders of Shares in the United Company prior to the Amalgamation of the Two Companies: And whereas at the Twenty-first Ordinary Meeting of the Shareholders in the United Company, held on the Thirteenth Day of April One thousand eight hundred and fifty-four, a Resolution was passed whereby the Directors of that Company were authorized to affix the Company's Seal to the Deed recommended by the Resolutions of the said Committee: And whereas at an Extraordinary General Meeting of the Shareholders in the said Consumers Company, held on the Twenty-fourth Day of April One thousand eight hundred and fifty-four, a Resolution was passed whereby the Directors of that Company were authorized to affix the Company's Seal to the Deed recommended by the Resolutions of the said Committee: And whereas the said Two Companies were not able to agree as to the Terms of the Deed referred to in the said Resolutions of the said Committee prior to the said Second Thursday of the Sitting of the said House of Commons after the Easter Recess, which Thursday was the Fourth Day of May One thousand eight hundred and fifty-four, and on which Day the said Committee reassembled pursuant to the Adjournment before mentioned: And whereas the said Committee on the Fourth Day of May One thousand eight hundred and fifty-four adjourned the Sitting of the said Committee to the Eighth Day of that Month, and on that last-mentioned Day the said Committee came to the following Conclusion: "That a Counsel, to be nominated by the Parliamentary Agents of the Two Companies, should, in the event of the Two Companies not being able to agree about the same, finally settle the Terms of the Deed to carry out the Heads of Agreement between the Parties; and that the same Counsel, or another, to be agreed on in like Manner, shall in the like Event settle the Draft of the Bill to confirm the Deed; that the United Company should promote the Bill so settled, the Consumers Company having a Right to petition against it for the sole Purpose of preventing Alterations being made in it; that the United Company should have an absolute Right to abandon, withdraw, or not further prosecute the said Bill, in the event of any Alteration being made therein which would go to limiting the additional Capital to be created thereunder to a less Sum than One hundred and thirty thousand Pounds, or altering the Mode of appropriating or allotting such Capital, or reducing the Rate of Dividend on any Part of the Capital of the Company (including as well that of One hundred and thirty-five thousand Pounds created under the said existing Act before referred

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“ to, as the said additional Capital of One hundred and thirty thousand
 “ Pounds) to a less Sum than Ten per Cent. per Annum, or limiting the Com-
 “ pany’s Rate of Charge for any Gas supplied by the Company to a less Sum
 “ than Four Shillings per One thousand Cubic Feet; and that the United
 “ Company should also have an absolute Right to abandon, withdraw, or not
 “ prosecute the said Bill for any other Cause which in the Opinion of the
 “ Counsel so nominated should be deemed sufficient to warrant them in so
 “ doing; but that in the event of the United Company abandoning, with-
 “ drawing, or not prosecuting the said Bill, except with the Consent of the
 “ Consumers Company, for any Reason other than those above specially
 “ assigned, or such as by the said Counsel should be deemed sufficient to
 “ warrant them in so doing, then the United Company should pay to the
 “ Consumers Company a pecuniary Penalty not exceeding Five thousand
 “ Pounds, the Amount thereof to be settled by the said Arbitrator;” and the said
 Committee also decided that the Consumers Company should not prosecute a
 Bill in the next Session: And whereas the United Company, on the Eighth
 Day of May One thousand eight hundred and fifty-four, promised the said
 Committee that the United Company would not, before the End of the next
 Session of Parliament, charge more for Gas supplied by them than Four
 Shillings per One thousand Cubic Feet, or make any Advance in the Rental on
 that Day charged by them for the Hire or Use of Meters, and that they would
 also, during the same Period, so far as was compatible with the Provisions of
 their existing Act, carry out the Conditions before referred to with reference
 to the Inspectors of Meters and the Auditor of Accounts: And whereas the
 Two Companies having agreed to comply, so far as in them lay, with the
 Resolutions of the said Committee, and not being able to agree on some of the
 Terms on which the Heads of Agreement provided for by those Resolutions
 should be carried out, and being desirous that divers Questions between them
 on Matters touching the Premises should be settled, John Bullar, Esquire,
 Barrister-at-Law, was, with the Approval of the Two Companies, duly
 nominated by the Parliamentary Agents of the Two Companies to be the
 Counsel to settle finally the Terms of the Deed to carry out those Heads of
 Agreement, and to settle the Draft of the Bill to confirm the Deed: And
 whereas the said John Bullar undertook to perform the Duties so required of
 him; and accordingly, on the Tenth, Twelfth, Thirteenth, and Fourteenth
 Days of June One thousand eight hundred and fifty-four, the Two Companies,
 by their respective Agents duly authorized in that Behalf, brought fully under
 his Consideration all Matters and Questions which they respectively thought
 requisite to be considered by him before he should finally settle the Terms of
 the Deed to carry out those Heads of Agreement; and he duly took into
 Consideration all those Matters and Questions; and thereupon he finally settled
 the Draft of these Presents as the Draft of a Deed of Arrangement between
 the Two Companies, to be executed by them as the Deed required by the
 Resolutions of the Committee, and agreed on between the Two Companies;
 and the Two Companies, having approved and adopted the Draft as so settled,
 have agreed to enter into and execute these Presents, which have been
 engrossed from that Draft as a Deed of Arrangement accordingly: Now this
 Indenture witnesseth, that in obedience to the Requirements of the said
 Committee of the House of Commons, and on the Faith of the several recited
 Resolutions of that Committee, being hereafter recognized and acted on by
 Parliament, and in order to afford to the Inhabitants of the Town of Sheffield
 the

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the Advantages intended to be secured to them by the recited Resolutions in that Behalf of that Committee; and in order to put an end to all Differences between the Two Companies, and for the Considerations herein-before appearing, and for the mutual Considerations herein-after appearing, and, as regards each of the Two Companies, on the Faith that the several Terms of these Presents to be performed and observed by the other of them will be in all respects specifically performed and duly observed accordingly, it is hereby mutually agreed by and between the Two Companies as follows; (that is to say,)

First. That the United Company will, before the next Session of Parliament, give all such Notices, and make all such Deposits, and do all such other Things as shall be proper for introducing, and will in that Session introduce and use their best Endeavours to get passed into an Act, a Bill for the following Purposes; (that is to say,) to enable the United Company to create an additional Share Capital of One hundred and thirty thousand Pounds above the Share Capital of One hundred and thirty-five thousand Pounds created by the said Act of the Seventh and Eighth Victoria, Cap. 45.; to provide for the Appropriation of such additional Capital between and to the respective Shareholders of the Two Companies as follows; (that is to say,) to the several Persons who on the Thirtieth Day of June One thousand eight hundred and fifty-five shall, in accordance with the Fortieth Article of these Presents, be the Shareholders in the Consumers Company, and in proportion to their then Shares, in accordance with the Fortieth Article therein, so much of such additional Capital as shall be after the Rate of Four Pounds nominal Amount of such additional Capital for every Five Pounds nominal Amount of such Shares; and to the several Persons who on the Thirtieth Day of June One thousand eight hundred and fifty-five shall, in respect of the existing Share Capital of One hundred and thirty-five thousand Pounds, be the Shareholders in the United Company, and in proportion to their then Shares therein, the Residue of such additional Capital; to provide that such additional Capital so appropriated to the Shareholders in the Consumers Company shall be deemed paid up to the nominal Amount thereof, but subject, as by the Forty-third Article of these Presents provided, to Calls being made thereon, and that, except as so provided, no Call shall be made thereon; to provide that the full nominal Amount of such additional Capital so appropriated to the Shareholders in the United Company shall be payable by the Holders thereof; to provide that the Profits of the United Company arising after the Thirtieth Day of June One thousand eight hundred and fifty-five shall be divided amongst the several Persons for the Time being entitled to the Shares for the Time being constituting the general Capital of the United Company, according to the several Amounts for the Time being paid up or considered as paid up thereon respectively, the additional Capital so appropriated to the Shareholders in the Consumers Company being at all Times, and without reference to the Amount (if any) which on any Call or Calls as by the Forty-third Article provided shall be paid thereon, considered as paid up to the nominal Amount thereof, and not to any other Amount; to provide that the Profits of the United Company arising after the Thirtieth Day of June One thousand eight hundred and fifty-five, to be divided amongst the Shareholders in any Year, shall be limited to the Rate of Ten Pounds in the One hundred Pounds on the general Capital of the United Company for the Time being paid

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paid up or considered as paid up, unless when a larger Dividend may at any Time be necessary to make up the Deficiency of any previous Dividend declared out of Profits arising after that Day, which shall have fallen short of that yearly Rate; to provide that before any Reduction of the maximum Rate of Charge for Gas to be fixed by the Bill as herein-after expressed be made, a Reserve Fund of Ten thousand Pounds shall be raised in manner expressed in the Thirty-first Clause of "The Gasworks Clauses Act, 1847;" to enable the Mayor, Aldermen, and Burgesses of the Borough of Sheffield (if they think proper so to do) to appoint a practical Chemist or other competent Person to test the Quality of the Gas supplied after the Thirtieth Day of June One thousand eight hundred and fifty-five by the United Company, the Remuneration for whose Services shall be paid by the United Company, so that it do not exceed Two Guineas a Day for the Time actually employed, and then not exceeding altogether Twenty Guineas per Annum; to provide that all Gas supplied by the United Company after the Thirtieth Day of June One thousand eight hundred and fifty-five shall be of such Quality as to produce from an Argand Burner having Fifteen Holes and a Seven-Inch Chimney, and consuming Five Cubic Feet of Gas per Hour, a Light equal in Intensity to the Light produced by Twelve Wax Candles of Six in the Pound burning One hundred and twenty Grains per Hour; to alter the One hundred and thirty-ninth Clause of the said Act of 7th and 8th Victoria, Cap. 45., by substituting as the maximum Price of Gas the Sum of Four Shillings for the Sum of Six Shillings and Eightpence therein expressed, the Sum of Four Shillings for the Sum of Five Shillings therein-after expressed, and the Sum of Thirty-five Shillings and Twopence for the Sum of Forty-five Shillings therein expressed; to provide that the Propriety of extending the Works or Mains of the United Company shall from Time to Time be submitted to the said Mayor, Aldermen, and Burgesses, with a Provision allowing an Appeal to the General Quarter Sessions of the Peace for the West Riding of the County of York against any Decision of the said Mayor, Aldermen, and Burgesses thereon; or in the event of the said Mayor, Aldermen, and Burgesses failing for a reasonable Time, to be specified in the Bill, to come to any such Decision; to provide that no Director of the United Company (except a Managing Director for the Time being, and for whose Remuneration proper Provision shall be made by the Bill) shall, after the Thirtieth Day of June One thousand eight hundred and fifty-five, be entitled to any Remuneration for his Services so long as the United Company shall charge any Consumer more than Three Shillings and Sixpence per One thousand Cubic Feet for Gas, unless under a special Contract made for a Term not expired at the Time when the United Company's general Charges may be reduced to that Sum, and that the total Remuneration to the Directors after that Day (except such Managing Director) shall not exceed the Sum of Six hundred Pounds per Annum so long as the United Company shall charge any Consumer more than Three Shillings per Thousand Cubic Feet, unless under a special Contract made for a Term not expired at the Time when the United Company's general Charges may be reduced to that Sum, and shall not in any Event exceed after that Day the Sum of One thousand two hundred Pounds per Annum; to provide that the Scale of Compensation to the Directors (except such Managing Director) may be graduated in proportion as such Charges shall be reduced; to render it

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it compulsory on the United Company, after the Thirtieth Day of June One thousand eight hundred and fifty-five, to charge One uniform Price for Gas supplied to all Consumers who may take a less Quantity than Five hundred thousand Cubic Feet in Twelve Calendar Months; to provide that, at the First Election of Directors after the Thirtieth Day of June One thousand eight hundred and fifty-five, the Number of Directors shall be increased to Twelve by the Addition of Three Directors, to be nominated by the said Mayor, Aldermen, and Burgesses, and that such Three Directors shall remain in Office for One Year, and that on Vacancies occurring in the Board by the Death, Resignation, Disqualification, or Termination of the Year of Office of such Three Directors, such Vacancies shall from Time to Time be supplied by the Nomination by the Mayor, Aldermen, and Burgesses of other Directors in their respective Place; to provide that no Qualification by holding Shares in the United Company shall be required as to Directors so to be nominated; to prevent the United Company from recovering by Distress any Gas Rent below Twenty Pounds falling due after the Thirtieth Day of June One thousand eight hundred and fifty-five without the previous Warrant of a Justice of the Peace, such Warrant as a general Rule only to be granted after the issuing of a Summons, but with Power, however, on Cause being shown to the Satisfaction of such Justice, for him to dispense with the previous issuing of such Summons; to provide that the Obligation of the Company under the One hundred and thirty-sixth Section of the said Act of 7th and 8th Victoria, c. 45., to furnish a Supply of Gas, shall be to furnish such Supply at the general Rates the United Company may be then charging to the general Consumer having no special Contract; to provide that on the Appointment by the United Company of any Person or Persons to act as an Inspector or Inspectors of Meters, such Appointment shall be subject to the Approval of the said Mayor, Aldermen, and Burgesses, with a Power of Appeal to the Quarter Sessions in the event of the said Mayor, Aldermen, and Burgesses objecting to any such Appointment, or failing for a reasonable Time, to be specified in the Bill, to signify their Opinion thereon, but with Power for such Inspector or Inspectors to act in the meantime; to provide that the Appointment of the Auditor to audit the half-yearly Accounts of the United Company for the Half Year ending the Thirty-first December One thousand eight hundred and fifty-five, and all subsequent half-yearly Accounts shall be vested in the said Mayor, Aldermen, and Burgesses, instead of in the Chairman of the Quarter Sessions of the West Riding of the County of York; to provide for continuing the Provision contained in the 9th Section of the said Act of 7th and 8th Victoria, Cap. 45.; to provide that the Scale of voting in the United Company after the Thirtieth Day of June One thousand eight hundred and fifty-five shall be as follows, (that is to say,) that every Holder of Shares in the general Capital of that Company to a nominal Amount not less than Twelve Pounds shall have One Vote, and every Holder of Shares therein to a nominal Amount exceeding Forty-eight Pounds shall have One additional Vote in respect of every entire Amount of Forty-eight Pounds above his first Forty-eight Pounds, but no Shareholder to have more than Thirty Votes; to provide for the vesting in the United Company for their Benefit and as Part of their Undertaking, immediately after the Appropriation as aforesaid of such additional Capital, and on or as on and from the Thirtieth Day of June One thousand eight hundred and fifty-five, of all the Works, Property, and Effects of every Kind and Description of the Consumers

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Company, other than such of the Chattels of that Company specified in the Schedule hereunder written, as are not already, or shall not be before the Thirtieth Day of June One thousand eight hundred and fifty-five, Part of the fixed Works or Plant of that Company, and except any Balance of Profit which, up to the Thirtieth Day of June One thousand eight hundred and fifty-five, the Consumers Company may have made by the Manufacture and Sale of Gas, or of the Residuum arising from the making thereof, or from the Rent of Meters; to provide that such vesting of those Works, Property, and Effects, except as aforesaid, shall take effect, subject to such Mortgages thereof by the Consumers Company as are by the Thirty-ninth Article of these Presents herein-after provided for, and to all the Obligations and Liabilities of the Consumers Company under any Contracts to supply Gas then in force, but free from all other Debts, Liabilities, and Engagements whatsoever; to provide for the Dissolution on or as on and from the Thirtieth Day of June One thousand eight hundred and fifty-five of the Consumers Company, and the winding-up and Settlement as speedily as may be practicable thereafter of all their Affairs; to provide that the Expenses of and incident to the applying for and obtaining of the Act to be so applied for shall be paid by the United Company out of their general Capital under that Act.

Secondly. That the Bill to be so brought in shall be based upon and framed in accordance with, and so as to carry into effect, the Conditions, Stipulations, and general Arrangement intended to be made and effected by these Presents; and the Draft of the Bill shall, if practicable, be settled before the First Day of August One thousand eight hundred and fifty-four, and shall, before the First Day of September One thousand eight hundred and fifty-four, be submitted to the Solicitors of the Consumers Company; and in the event of that Company requesting, on or before the First Day of October One thousand eight hundred and fifty-four, that any Alteration should be made in the Draft, to which the United Company shall not agree, then the Draft shall be submitted, on or before the Fourteenth Day of October One thousand eight hundred and fifty-four, to the said John Bullar, or, in the event of his Decease, Incapacity, or Failure to act, to some other Barrister-at-law, to be named as expressed in the Fourth Article, for Settlement by him, prior to the Bill being deposited in the Private Bill Office of the House of Commons, as required by the Standing Orders thereof; and the Duty of the said John Bullar, or such other Barrister-at-law, shall be finally to settle such Draft Bill in accordance with these Presents.

Thirdly. That in the event of any Alteration being made against the Will of the United Company in the Bill so to be brought into Parliament as aforesaid, which would have the Effect of reducing the Amount of additional Capital to be created under the said Bill to a less Sum than One hundred and thirty thousand Pounds, or of altering the Mode of appropriating such additional Capital as herein-before expressed, or of reducing the maximum Rate of Dividend on the general Capital of the United Company, or any Part thereof, to a less Rate than Ten Pounds per Centum per Annum, or of limiting the United Company's maximum Rate of Charge for any Gas supplied by the United Company after the Thirtieth Day of June One thousand eight hundred and fifty-five, to a less Rate than Four Shillings per One thousand Cubic Feet, the United Company shall have an absolute and unconditional Right at any Stage to withdraw, abandon, or not further prosecute the Bill, without Prejudice in any Manner to the United Company,
and

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and without rendering that Company liable to any Claim or Demand by the Consumers Company at Law or in Equity, or otherwise.

Fourthly. That the United Company shall also have the Right (if they think fit so to do) at any Stage to withdraw, abandon, or not further prosecute the Bill, in the event of any other Alteration being against their Will made therein, but in the event of any such other Alteration being so made it shall be referred to the said John Bullar, or, in the event of his Decease, Incapacity, or Failure to act, to some other Barrister-at-law to be named by the Parliamentary Agents of the Two Companies; or if the Parliamentary Agents of either Company do not, within Seven Days after that Company or their Parliamentary Agents shall be requested in Writing by the other Company or their Parliamentary Agents so to do, concur in naming such other Barrister-at-law, then and in every such Case to some Barrister-at-law to be named by the Parliamentary Agents of the Company by or for whom such Request shall be made, to decide whether such Alteration be of such a Character as to justify the United Company in withdrawing, abandoning, or not further prosecuting the Bill, without paying any Money to the Consumers Company; and if he shall decide that the Alteration is not of such a Character as to justify such Withdrawal, Abandonment, or Non-prosecution without the Payment of some Money to the Consumers Company, then he shall award to the Consumers Company such Compensation, not exceeding Five thousand Pounds, as in his Opinion shall be fit and proper under the Circumstances to be paid by the United Company to the Consumers Company in respect of such Withdrawal, Abandonment, or Non-prosecution.

Fifthly. That every such Decision and Award respectively by the said John Bullar, or such other Barrister-at-law so named, shall be binding and conclusive on both the Companies; and in the event of such Withdrawal, Abandonment, or Non-prosecution, as expressed in the Fourth Article, the United Company will on Demand pay to the Consumers Company as and for liquidated Damages, and the Consumers Company will accept in full for all Damages, Claims, and Demands against the United Company, such a Sum of Money (if any) as shall be so awarded; but in the event of such Arbitrator deciding that no Sum of Money ought to be paid to the Consumers Company, then that Company shall not have, and will not make, any Claim or Demand against the United Company with respect to such Withdrawal, Abandonment, or Non-prosecution, or otherwise concerning the Premises or these Presents, or any Clause, Matter, or Thing therein contained, and the Submission to Reference made by these Presents may be made a Rule of any Court on the Application of any Party interested.

Sixthly. That, in the event of any Alteration being made in the Bill against the Will of the United Company, they will, within Seven Days after such Alteration shall be so made, give Notice in Writing thereof to the Consumers Company (such Notice to be served on the Solicitor or Parliamentary Agents of that Company), and state thereby whether or not it is the Intention of the United Company to take or not to take the Opinion of such Arbitrator as aforesaid thereon, and, if it be their Intention to take such Opinion, will also state thereby the Time and Place at which the Agents of the Two Companies may attend such Arbitrator thereon, and will, within Seven Days after the Decision of such Arbitrator shall accordingly be given with reference to such Alteration, give (in like Manner) Notice in Writing to the Consumers Company if it be the Intention of the United Company not to proceed with the Bill.

Seventhly.

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Seventhly. Provided always, that any Alteration suggested by the Chairman of the Committees in the House of Lords, or by the Committee in the House of Commons, or by any other Member or Officer of either House, shall not be considered as an Alteration of the Bill actually made until the United Company have had due Opportunity to endeavour to induce the Party suggesting the Alteration to withdraw the same, or to alter it so as not to be objectionable to the United Company, the Time required in that Behalf to be, in case of Difference, decided by the Parliamentary Agents of the Consumers Company.

Eighthly. That the Consumers Company will assent to the Bill so to be brought in, and at the Request and Expense of the United Company do all such Acts as shall be required of them by the United Company towards securing the passing of the same into an Act.

Ninthly. Provided always, that the Consumers Company may present such a Petition against the Bill, and take such Proceedings thereon, as their Parliamentary Agents may think proper for watching the Bill and securing its being passed with the several Provisions expressed in the First Article, and without any Alteration to the Detriment of the Consumers Company of any of those Provisions; and the United Company will, on or before the Thirtieth Day of September One thousand eight hundred and fifty-five, pay to the Consumers Company such a Sum as Messieurs Dyson and Company, now their Parliamentary Agents, shall certify to be the Amount of the Costs, Charges, and Expenses properly paid or incurred by the Consumers Company in that Behalf, such Amount to be, in the event of the passing of the Bill into an Act, deemed Part of the Expenses of obtaining the Act.

Tenthly. That the Consumers Company will not introduce into Parliament in the next Session any Bill relating to that Company, or give any Notice of an Intention so to do, or without the previous Consent of the United Company assent to any Bill, other than that so covenanted to be brought into Parliament as aforesaid, which may in any Manner relate to or affect the Consumers Company, or the Supply of Gas to the said Borough of Sheffield, and the United Company will not introduce into Parliament in the next Session any Bill other than the Bill so covenanted to be brought in.

Eleventhly. Provided always, That in the event of the Bill to be brought into Parliament in the next Session as aforesaid not being passed into an Act, the Circumstance of the Consumers Company having withdrawn the said Bill brought into Parliament by them as aforesaid, or of the United Company having agreed to make or having made such Application to Parliament in the next Session as aforesaid, shall be without Prejudice to either of the said Companies in reference to any Application which the said Companies respectively may make to Parliament in any Session commencing subsequently to the next Session of Parliament.

Twelfthly. That the Expression "the next Session," wherever occurring in these Presents, is to include every Session of Parliament (if more than One) commencing before the First Day of October One thousand eight hundred and fifty-five.

Thirteenthly. That from the Thirtieth Day of June One thousand eight hundred and fifty-four to the Thirtieth Day of June One thousand eight hundred and fifty-five the Two Companies respectively will charge for all Gas supplied by them respectively to any Consumer burning less than Five hundred thousand Cubic Feet per Annum, the Sum of Four Shillings for every One thousand

The Sheffield Gas Act, 1855.

thousand Cubic Feet, clear of all Discounts or Deductions, and will not sell or supply any Gas at either a greater or a less Price, except to a Consumer whose annual Consumption shall amount to or exceed Five hundred thousand Cubic Feet, and to any Consumer whose annual Consumption shall amount to or exceed Five hundred thousand Cubic Feet will not sell or supply Gas at a greater Price than Four Shillings for every One thousand Cubic Feet; and will charge for all Meters furnished by and belonging to them respectively the annual Rent after the Rates following, (that is to say,) for a Two-Light Meter, Two Shillings and Eightpence; for a Three-Light Meter, Four Shillings and Fourpence; for a Five-Light Meter, Five Shillings and Fourpence; for a Ten-Light Meter, Six Shillings and Eightpence; for a Twenty-Light Meter, Nine Shillings; for a Thirty-Light Meter, Twelve Shillings; for a Forty-five-Light Meter, Eighteen Shillings; for a Sixty-Light Meter, Twenty-four Shillings; for an Eighty-Light Meter, Twenty-nine Shillings; for a One-hundred-Light Meter, Thirty-six Shillings; and for any Meter exceeding a One-hundred-Light Meter a Sum equal to Ten per Cent. on the Cost of such Meter, those being the Rates charged by the United Company on the Eighth Day of May One thousand eight hundred and fifty-four; and will not make or allow any Discount or Abatement from or any Advance on any such Charge.

Fourteenthly. That until the Thirtieth Day of June One thousand eight hundred and fifty-five the Two Companies respectively may carry on their respective Undertakings as independent Companies, so far as they respectively lawfully may, but nevertheless subject to the Provisions of these Presents; and the Consumers Company shall use their utmost reasonable Endeavours to complete forthwith the Purchase of the Reversion of their said Leasehold Land.

Fifteenthly. That the Consumers Company shall be entitled to all the Profits, and shall bear and pay all the Losses and Expenses properly chargeable to Revenue, which have been or shall be made, paid, and incurred respectively in and about the carrying on of their Undertaking, from the Commencement thereof up to the Thirtieth Day of June One thousand eight hundred and fifty-five.

Sixteenthly. That from and after the Thirtieth Day of June One thousand eight hundred and fifty-five the Undertaking of the Consumers Company shall be carried on at the Risk and for the Benefit in all respects of the United Company.

Seventeenthly. That until the Thirtieth Day of June One thousand eight hundred and fifty-five, and so long thereafter as the Consumers Company shall retain Possession of their Works and Plant, they will, but without Prejudice to the Fifteenth and Sixteenth Articles, uphold and maintain in good working Order and Repair and Condition all their Works and Plant.

Eighteenthly. Provided always, that any extraordinary Expenses for such upholding and Maintenance ordinarily chargeable to Revenue which it may be requisite for the Consumers Company to incur before the Thirtieth Day of June One thousand eight hundred and fifty-five shall, to such an Extent as shall be agreed on between the Two Companies, or, as in case of Difference between them, the respective Engineers of the Two Companies, or in case of their Difference a competent Gas Engineer, to be appointed by them before entering upon the Reference as their Umpire, shall decide to

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be under the Circumstances fairly chargeable against the United Company, shall on Demand be repaid by the United Company to the Consumers Company.

Nineteenthly. That the Consumers Company will not, without in every Case the Consent or Sanction of the United Company, incur any such extraordinary Expenses, or any Expenses properly chargeable to Capital.

Twentiethly. That all Expenses properly chargeable to Capital, at any Time or Times hereafter properly incurred by the Consumers Company with respect to their Works and Plant, shall on Demand be repaid by the United Company to the Consumers Company.

Twenty-firstly. That an Inventory of the Works, Plant, and other Property of the Consumers Company shall, on or before the Thirtieth Day of June One thousand eight hundred and fifty-four, be made and signed in Duplicate by the respective Chairmen of the Two Companies, and each Company shall have One Part thereof so signed; such Inventory not to include any consumable Stores of the Consumers Company, or any other Things properly chargeable to Revenue, but to include all other their Property so as to show as nearly as may be all their Works, Plant, and Effects, to which the United Company are to be entitled on the Merger of the Consumer's Company in the United Company.

Twenty-secondly. That on the Thirtieth Day of June One thousand eight hundred and fifty-four, Duplicate Copies of the Schedule hereunder written, (which is a Copy of a List made out with reference to the Thirty-first Day of December One thousand eight hundred and fifty-three) shall be made, and shall be corrected by striking out such of the Chattels therein specified as shall not on the Thirtieth Day of June One thousand eight hundred and fifty-four be in the Possession of the Consumers Company as unfixed Plant or unfixed Stores, and by deducting from the Sum of Six thousand two hundred and eighty-six Pounds Seventeen Shillings (which was the estimated Market Value on the Thirty-first Day of December One thousand eight hundred and fifty-three of the several Chattels specified in that List) the Amount of the Market Value according to that Estimate of the Chattels so struck out; and the Duplicate Copies of that Schedule, so corrected, shall be signed by the respective Chairmen of the Two Companies, and each Company shall have One Part thereof; and those Copies so corrected and signed are herein-after referred to as "the corrected Lists."

Twenty-thirdly. That at any Time or Times before the Thirtieth Day of June One thousand eight hundred and fifty-five the Consumers Company may sell all or such as they think fit of the Chattels specified in the corrected Lists.

Twenty-fourthly. That if at any Time or Times before the Thirtieth Day of June One thousand eight hundred and fifty-five the United Company shall require any Chattels of such Kinds as are specified in the corrected Lists, they will, if the Consumers Company shall be willing to sell the same to the United Company at the then Market Value thereof, purchase the same from the Consumers Company at that Value, such Market Value to be, in every Case of Difference between the Two Companies, determined for the several Purposes of these Presents, and whether under this Article or any other of the Articles thereof, by some Person, to be, on the Application of the Two Companies or either of them, nominated in that Behalf by the Mayor of Sheffield.

Twenty

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Twenty-fifthly. That the Consumers Company will not, at any Time before the Thirtieth Day of June One thousand eight hundred and fifty-five, sell any of the Chattels specified in the corrected Lists to any Party other than the United Company at any Sum less than the then Market Value thereof, without having previously offered the same for Sale to the United Company at that Value.

Twenty-sixthly. That at any Time or Times before the Thirtieth Day of June One thousand eight hundred and fifty-five the Consumers Company may use all or such as they think fit of the Chattels specified in the corrected Lists, for the Purpose of lawfully extending their Works, or otherwise lawfully adding to their fixed Plant.

Twenty-seventhly. That such of the Chattels specified in the Schedule hereunder written, but not specified in the corrected Lists, and such of the Chattels specified in the corrected Lists as respectively shall, by reason of the same respectively having been fixed by the Consumers Company after the Thirty-first Day of December One thousand eight hundred and fifty-three, be on the Thirtieth Day of June One thousand eight hundred and fifty-five Part of the fixed Plant of the Consumers Company, shall, on the Thirtieth Day of June One thousand eight hundred and fifty-five, be paid for by the United Company to the Consumers Company at the estimated Market Value thereof, according to the Schedule hereunder written.

Twenty-eighthly. That on the Thirtieth Day of June One thousand eight hundred and fifty-five the Consumers Company shall sell, and the United Company shall purchase, at the then Market Value thereof, such (if any) of the Chattels specified in the corrected Lists as shall then remain in the Possession of the Consumers Company as unfixed Plant or unfixed Stores.

Twenty-ninthly. That the Consumers Company shall duly apply the Monies from Time to Time received by them according to the Twenty-third, Twenty-fourth, Twenty-seventh, and Twenty-eighth Articles respectively, in or towards Discharge of their Debts and Liabilities.

Thirtiethly. That if the total Sum received by the Consumers Company for the Chattels specified in the corrected Lists, and sold and used respectively according to the Twenty-third, Twenty-fourth, Twenty-sixth, and Twenty-eighth Articles respectively, shall be less than the total estimated Market Value thereof, as shown by the corrected Lists, then, if the Amount by which such total Sum shall be less than such total estimated Market Value shall not be more than One thousand two hundred and eighty-six Pounds Seventeen Shillings, the Consumers Company may raise by Mortgage of their Property, or any Part thereof, One Half of the Amount of such Deficiency; or if the Amount of such Deficiency shall be more than One thousand two hundred and eighty-six Pounds Seventeen Shillings, then the Consumers Company may raise by Mortgage of their Property, or any Part thereof, Six hundred and forty-three Pounds Eight Shillings and Sixpence, and a further Sum equal to so much of such Deficiency as shall exceed One thousand two hundred and eighty-six Pounds Seventeen Shillings.

Thirty-firstly. That the Consumers Company may, in addition to the Sums provided for by the Thirtieth Article, raise by Mortgage of their Property, or any Part thereof, Six thousand nine hundred and sixty-two Pounds Sixteen Shillings and Ninepence: Provided always, that if the Consumers Company do not complete the Purchase of the Reversion of their said Leasehold Land, that Sum of Six thousand nine hundred and sixty-two Pounds
Sixteen

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Sixteen Shillings and Ninepence shall be reduced by the Deduction therefrom of the Sum of Three thousand two hundred and seventy-seven Pounds One Shilling and Eightpence.

Thirty-secondly. That the Consumers Company shall raise before the Thirtieth Day of June One thousand eight hundred and fifty-five all such Sums as they shall raise by Mortgage under the Thirtieth and Thirty-first Articles respectively, and shall duly apply all the Monies so raised in or towards Discharge of their Debts and Liabilities.

Thirty-thirdly. That the Shares in the Consumers Company now issued shall be taken for the Purposes of these Presents as being Nine thousand eight hundred and sixteen Shares of Five Pounds each, and that Company will use their utmost reasonable Endeavours, by requiring Payment of the now Arrears of Calls thereon, or by forfeiting and disposing of all or any of those Shares on which Calls are in arrear, to recover, before the Thirtieth Day of June One thousand eight hundred and fifty-five, the Sum of Four thousand three hundred and two Pounds Ten Shillings, the Amount of the now Arrears of Calls thereon, and will duly apply all the Monies so raised in or towards Discharge of their Debts and Liabilities.

Thirty-fourthly. That the Consumers Company may from Time to Time, before the Thirtieth Day of June One thousand eight hundred and fifty-five, raise, by issuing, in addition to the Nine thousand eight hundred and sixteen Shares mentioned in the Thirty-third Article, Shares of Five Pounds each in their Capital, so much Money as they shall think fit, but not exceeding the total Amount which, according to these Presents, they may raise on Mortgage, but will not issue any such Share without receiving on or before the issuing thereof the full Sum of Five Pounds for the same.

Thirty-fifthly. That the Consumers Company will make and keep full and proper Accounts, and keep or provide proper Vouchers or other Evidence of all their Receipts, Credits, Payments, and Liabilities from the Commencement of their Undertaking to the Thirtieth Day of June One thousand eight hundred and fifty-five.

Thirty-sixthly. That the Consumers Company will, on or before the First Day of August One thousand eight hundred and fifty-four, duly make up their Capital Account from the Commencement of their Undertaking to the Thirtieth Day of June One thousand eight hundred and fifty-four, and deliver a Copy thereof to the United Company, and will duly verify the same to their reasonable Satisfaction.

Thirty-seventhly. That the Consumers Company will, on or within Twenty-one Days after the Thirtieth Day of June One thousand eight hundred and fifty-five, duly make up their Revenue Account from the Commencement of their Undertaking to the Thirtieth day of June One thousand eight hundred and fifty-five, and deliver a Copy thereof to the United Company, and will duly verify the same to their reasonable Satisfaction.

Thirtiethly. That the Consumers Company will, on or within Twenty-one Days after the Thirtieth Day of June One thousand eight hundred and fifty-five, duly make up an Account of all their Receipts, Credits, Payments, and Liabilities, with respect to the several Matters to which the Seventeenth to the Thirty-fourth Articles, both inclusive, respectively relate, and deliver a Copy thereof to the United Company, and will duly verify the same to their reasonable Satisfaction.

Thirty-

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Thirty-ninthly. That the only Mortgages to which the Works, Property, and Effects of the Consumers Company to be vested as aforesaid in the United Company shall be subject, as expressed in the First Article, shall be the several Mortgages granted by the Consumers Company in due pursuance of the Thirtieth, Thirty-first, and Thirty-second Articles respectively: Provided always, that the total Amount to be secured by such Mortgages shall, if the Consumers Company raise any Money by Shares according to the Thirty-fourth Article, be reduced by the Amount so raised by Shares: Provided also, that if the Consumers Company shall not secure by Mortgage the whole Amount which according to these Presents they may so secure, then, for the Purposes of these Presents, the Difference shall be considered a Sum secured to the Consumers Company by Mortgage, and shall be paid to them, on Demand, by the United Company.

Fortiethly. That the only Shares in the Consumers Company in respect of which such Proportion as is provided by the First Article of the additional Capital of One hundred and thirty thousand Pounds, to be created as expressed in that Article, shall be appropriated, shall be Nine thousand eight hundred and sixteen Shares of Five Pounds each, and so many more Shares of Five Pounds each as shall be issued in accordance with the Thirty-fourth Article.

Forty-firstly. That the Consumers Company will, on the Thirtieth Day of June One thousand eight hundred and fifty-five, or if the Bill to be brought in by the United Company as aforesaid shall not then have passed into an Act, then within Seven Days after the passing thereof, deliver to the United Company a List under the Hand of the Chairman of the Consumers Company of the Names, Descriptions, and Places of Residence of the Shareholders in the Consumers Company to whom, according to the First and Fortieth Articles respectively, such Proportion as is provided by the First Article of such additional Capital of One hundred and thirty thousand Pounds is to be appropriated, and of the Number of their respective Shares.

Forty-secondly. That within Fourteen Days after the Delivery, according to the Forty-first Article, of the List thereby provided for, the United Company will deliver gratis to the Consumers Company the proper Share Certificates for the Proportion of such additional Capital of One hundred and thirty thousand Pounds so appropriated; and the Receipt of any Three of the Directors of the Consumers Company for such Certificates shall be sufficient and effectual Discharges to the United Company for such Certificates, and the Consumers Company will duly deliver such Certificates to the several Persons entitled thereto.

Forty-thirdly. That if, after the vesting as aforesaid of the Works, Property, and Effects of the Consumers Company in the United Company, that Company shall pay or incur any Expense or Liability on account of any Debt, Liability, or Engagement of the Consumers Company, other than the Mortgages, Obligations, and Liabilities to which, according to the First and Thirty-ninth Articles respectively, the United Company are to be subject, then and in every such Case the United Company may raise the Amount requisite to repay or satisfy such Expense or Liability by a Call or Calls on the additional Capital appropriated as aforesaid to the Shareholders in the Consumers Company, or by retaining and applying accordingly any Dividends thereon.

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Forty-fourthly. That the Two Companies respectively, and their respective Directors, will do and suffer all such Things for confirming and giving full Effect to these Presents according to the true Intent thereof, and of the recited Resolutions of the said Committee of the House of Commons, as they respectively shall reasonably require, the Reasonableness thereof in every Case of Difference to be referred to and determined by such Arbitrator as aforesaid.

Forty-fifthly. Provided always, and these Presents are on this Condition, that if the Bill to be brought in by the United Company as aforesaid shall not pass into a Law on or before the Thirtieth Day of September One thousand eight hundred and fifty-five, then the Two Companies respectively and their respective Directors will do and suffer all such Things for restoring the Two Companies respectively to as nearly as may be practicable the Situation in which they respectively would then have been if these Presents had not been entered into as they respectively shall reasonably require, the Reasonableness thereof in every Case of Difference to be referred to and determined by such Arbitrator as aforesaid.

Forty-sixthly. That, in consideration of the Premises, the Consumers Company will immediately withdraw and cease to prosecute in the present Session of Parliament the Bill introduced by them as aforesaid.

In witness whereof the said several Companies, Parties hereto, have hereunto affixed their respective Common Seals, and Three Directors of the Consumers Company have (pursuant to the "Joint Stock Companies Registration Act") also signed these Presents for the said Company, the Day and Year first herein-before written.

SCHEDULE.

SHEFFIELD GAS CONSUMERS COMPANY WORKS.
STOCK of MATERIALS, December 31st, 1853.

						Tons. Cwt. Qr.	£ s. d.
	<i>Retorts.</i>						
5	Round Clay Retorts, 18 × 18 × 7 6" -						16 0 0
	<i>Pipes.</i>						
11	18	Socket Pipes	-	-	£7 0 0	6 12 0	46 4 0
2	14	" "	-	-	- -	0 15 0	5 5 0
431	10	" "	-	-	- -	102 1 0	714 7 0
817	8	" "	-	-	- -	138 7 0	968 10 0
333	6	" "	-	-	£8 0 0	38 0 0	304 0 0
830	5	" "	-	-	- -	13 12 0	108 16 0
749	4	" "	-	-	- -	10 3 0	81 4 0

The Sheffield Gas Act, 1855.

							Tons.	Cwt.	Qr.	£	s.	d.
		<i>Pipes.</i>										
2192	" 3	Socket Pipes	-	-	-	-	109	12	0	876	16	0
445	" 2	" "	-	-	-	£9 0 0	12	5	0	110	5	0
		<i>Syphons.</i>										
2	" 18	"	-	-	-	£9 0 0	1	15	0	15	15	0
1	" 14	"	-	-	-	-				5	0	0
5	" 10	"	-	-	-	-				15	0	0
7	" 8	"	-	-	-	-				17	10	0
8	" 6	"	-	-	-	-				16	0	0
10	" 5	"	-	-	-	-				17	10	0
10	" 3	"	-	-	-	-				11	10	0
7	" 2	"	-	-	-	-				6	0	0
		<i>Bends.</i>										
18	" 10	"	-	-	-	-				27	0	0
10	" 8	"	-	-	-	-				12	10	0
20	" 6	"	-	-	-	-				15	0	0
18	" 5	"	-	-	-	-				7	4	0
20	" 4	"	-	-	-	-				10	0	0
5	" 3	"	-	-	-	-				1	0	0
		<i>Tees.</i>										
1	" 10	"	-	-	-	-				1	10	0
6	" 8	"	-	-	-	-				9	15	0
31	" 6	"	-	-	-	-				23	5	0
18	" 4	"	-	-	-	-				6	15	0
62	" 3	"	-	-	-	-				15	10	0
14	" 2	"	-	-	-	-				3	10	0
		<i>Branches.</i>										
1	" 6	"	-	-	-	-				0	15	0
6	" 4	"	-	-	-	-				2	5	0
5	" 3	"	-	-	-	-				1	5	0

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						Tons. Cwt. Qr.	£ s. d.
	Reducing Pipes.						
3	18 to 14	"	"	-	-	-	5 8 0
18	10 to 3	"	"	-	-	-	9 0 0
11	10 to 4	"	"	-	-	-	9 10 0
12	6 to 4	"	"	-	-	-	5 8 0
57	5 to 4	"	"	-	-	-	5 8 0
3	4 to 3	"	"	-	-	-	0 15 0
9	4 to 2	"	"	-	-	-	0 15 0
9	3 to 2	"	"	-	-	-	0 15 0
	Double Collars.						
3	18	"	"	-	-	-	0 15 0
1	16	"	"	-	-	-	0 4 6
1	14	"	"	-	-	-	0 4 0
16	10	"	"	-	-	-	2 16 0
17	8	"	"	-	-	-	2 11 0
1	6	"	"	-	-	-	0 2 6
3	5	"	"	-	-	-	0 2 0
5	3	"	"	-	-	-	0 2 0
	Sundries.						
146	3½	Gutter Pipes, 2s. 6d. per Yard	-	-	-	-	36 10 0
13		H Pipes	-	-	£8 10 0	1 19 0	16 11 6
2		4 Dip Pipes	-	-	-	0 3 0	1 5 0
4		4 Ascension Pipes	-	-	-	0 8 0	3 8 0
431		Sheets Galvanized Iron for Roofs	-	-	-	-	300 0 0
150		9 Drain Pipes	-	-	-	-	7 10 0
38		Casks Portland Cement, 8s. 6d.	-	-	-	-	16 3 0
1		" Rosin	-	-	-	-	0 12 0
		Sundry Tools	-	-	-	-	50 0 0
550		6 Pipes lent to the Butterly Company	-	-	£8 0 0	69 0 0	552 0 0
120		8 "	-	-	-	21 0 0	147 0 0

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		Tons. Cwt. Qr.	£	s.	d.
	<i>Fire Bricks.</i>				
12000	9" Fire Bricks, 60s. per M.	- -	36	0	0
132	Tiles - - - -	- -	6	12	0
37	Rest Tiles - - - -	- -	1	15	6
	<i>Sundries.</i>				
28	Syphon Boxes for Street, 6s. each	-	8	8	0
36	Furnace Bars - - - -	- -	3	0	0
7	Metal Tie Bars - - - -	- -	7	0	0
	About Six Tons of Old Metal	£ 4	0	0	
	A Lot of Timber Planks - - - -	- -	10	0	0
			4743	17	0
1065	Meters - - - -	- -	1543	0	0
		£	6286	17	0

Sealed with the Common Seal of the within-named
Sheffield United Gaslight Company in the
Presence of
WM. WAKE,
Clerk to the said Company.



CHARLES ALCOCK. (L. s.)
SAMUEL HORRABIN. (L. s.)
WILLIAM CROWTHER. (L. s.) } Three Directors of the Sheffield
Gas Consumers Company.

Sealed by the Sheffield Gas Consumers Company,
and also signed on behalf of the said Company
by Charles Alcock, Samuel Horrabin, and
William Crowther, Three Directors thereof, in the
Presence of
HENRY VICKERS,
One of the Solicitors of the said Company.



The Sheffield Gas Act, 1855.

SCHEDULE (B.)

PARISH OF SHEFFIELD.

TOWNSHIP OF SHEFFIELD.

Description.	Owners or reputed Owners.
Certain Lands and Hereditaments bounded on or towards the South by the Road leading from a Street called Shude Hill to and past the Pond Mill-called the Forge Lane and Wheelhill, on or towards the West by the Back Part of certain Houses and Premises fronting to the said Street called Shude Hill, on or towards the North in part by the Works and Premises of the said Sheffield United Gaslight Company, and in part by the River Sheaf, and on or towards the East by the said River Sheaf.	John Marsh, Edwin Unwin, William Oakes, Emma Oakes, Ann Oakes, and Joseph Oakes.

TOWNSHIP OF BRIGHTSIDE BIERLOW.

A Piece of Ground bounded on or towards the North by the Manchester, Sheffield, and Lincolnshire Railway ; on or towards the East by a Road leading from Neepsend Lane to the Park Wood Estate, on or towards the South by the Tannery and Premises of Henry and William Cooper, and on or towards the West by the Works and Premises of the said Sheffield Gas Consumers Company.	Henry Cooper and William Cooper.
A Piece of Ground divided into various Gardens bounded on or towards the North by the said Manchester, Sheffield, and Lincolnshire Railway, on or towards the East by the Works and Premises of the said Sheffield Gas Consumers Company, on or towards the South by Neepsend Lane, and on or towards the West in part by certain other Gardens called the Victoria Gardens, in other part by certain other Gardens, and in other part by a Road called Old Park Wood.	Henry Cooper and William Cooper.

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