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## *Cap. lxxii.*

An Act to incorporate “The *Wandsworth and Putney* Gaslight and Coke Company,” and for other Purposes. [30th *June* 1856.]

**W**HEREAS by a Deed of Settlement dated the Fifteenth Day of *February* One thousand eight hundred and fifty-four, certain Persons formed themselves into a Joint Stock Company, by the Name of “The *Wandsworth and Putney* Gaslight and Coke Company,” for the Purpose of supplying the Inhabitants of the Parishes of *Wandsworth, Battersea* and *Putney* respectively, and the Neighbourhood of the same Parishes respectively, with inflammable Air or Gas for the Purpose of lighting or Illumination, and to manufacture such Air or Gas, and to sell the Coke or other Articles produced in the Manufacture thereof, with a Capital of Fifteen thousand Pounds divided into One thousand five hundred Shares of Ten Pounds each: And whereas on the First Day of *June* One thousand eight hundred and fifty-four the said Company was completely registered under the Act for the Registration, Incorporation, and Regulation of Joint Stock Companies: And whereas the whole of the said One thousand five hundred Shares are fully paid up: And whereas the said Company have, at very considerable Expense, constructed and

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Deed of Settlement, dated 15th February 1854.

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laid down Gasworks, Pipes, and other Apparatus, and are now supplying Gas in the Parishes of *Wandsworth*, *Battersea*, and *Putney*, and the Neighbourhood of the same Parishes; and it is expedient that more effectual Powers should be conferred upon them for the Purpose of effectuating such Supply: And whereas it is also expedient that the said Company should be empowered to raise further Monies for the Purposes of their Undertaking, and to alter the Number of the Shares in their Capital: And whereas the said Company would be better able to carry on their Undertaking if they were incorporated, and if certain other Powers were conferred upon them; but the Purposes aforesaid 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; (that is to say,)

8 & 9 Vict.  
cc. 16. & 18.;  
and  
10 & 11 Vict.  
c. 15. incor-  
porated.

I. The several Acts of Parliament following, (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Gasworks Clauses Act, 1847," shall be incorporated with and form Part of this Act: Provided always, that nothing in "The Lands Clauses Consolidation Act, 1845," contained shall authorize the Company to take or use any Land, unless with the Consent of and by Agreement with the Owners, Lessees, and Occupiers thereof.

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

II. Except as in this Act otherwise provided, the several Words and Expressions to which Meanings are respectively assigned by the said Acts incorporated herewith, or either of them, shall in this Act have the Meanings so assigned to them respectively, unless there be something in the Subject or Context repugnant to such Construction.

Interpreta-  
tion of cer-  
tain Terms.

III. In this Act the Expression "the original Company" shall mean the Company or Partnership existing under the said Deed of Settlement immediately before the passing of this Act; and the Expression "the Company" shall mean the Company hereby incorporated.

Short Title.

IV. In citing this Act for any Purpose whatsoever, it shall be sufficient to use the Expression "The *Wandsworth and Putney Gas Act, 1856.*"

Limits of  
Act.

V. The Limits of this Act shall extend to and include the Parish of *Wandsworth*, and so much of the Parish of *Battersea* as lies on the West Side of a Line commencing at the Junction of the River *Thames* with the Creek usually known by the Name of *Battersea Creek*, and  
running



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running in a South-easterly Direction down the Centre of the said Creek to a Point One hundred Yards past its Junction with the *York Road*, and thence in a South-westerly Direction parallel to the said *York Road*, at a Distance of One hundred Yards on the South-east Side thereof, as far as the Boundary of the said Parish; and also the Union Workhouse in the said Parish of *Battersea*; and also the Parish of *Putney*, with the Exception of so much of the said Parish as lies to the Westward of a Line drawn in a South-easterly Direction from the Junction of *Putney Park Lane* with the *Upper Richmond Road* to the East Side of *Ashburton House* on *Putney Heath*, and thence in a South-westerly Direction to *Baveley Bridge* in the *Kingston Road*.

VI. The present Members of or Shareholders in the original Company, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking by this Act authorized, and their Executors, Administrators, Successors, and Assigns respectively, shall be and they are hereby united and incorporated into a Company, for the Purpose of making and supplying Gas, Coke, and Tar within the Limits of this Act, and for doing all Acts necessary for that Purpose, and for other the Purposes by this Act and the said incorporated Acts authorized, by and under the Name of "The *Wandsworth and Putney Gaslight and Coke Company*," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have a Common Seal, and shall and may sue and be sued, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, subject to the Restrictions and Provisions herein and in the said incorporated Acts contained; but shall not, after the passing of this Act, be subject to any of the Clauses or Provisions of the Act for the Registration, Incorporation, and Regulation of Joint Stock Companies, or of any Act passed for amending that Act.

Incorporation of Company.

VII. All Lands, Works, Erections, Buildings, Rights, and Easements which immediately before the passing of this Act were vested in the original Company, or any Person on their Behalf, or to which the original Company were entitled either at Law or in Equity and all Mains and Pipes, Plugs, Lamps, Irons, Gasometers, Retorts, Meters, Lamp Posts, Apparatus, Matters, and Things, which have been by them purchased or provided, laid down, erected, or placed in any Place or House within the Limits of this Act, or which immediately before the passing of this Act were the Property of or belonging to the original Company, and all Monies, Securities, Credits, Effects, and other Property whatsoever belonging to the original Company, or to any Trustees on their Behalf for the Purpose of the original Company, shall be and the same are hereby vested in the Company, to the same Extent and for the same Estate and Interest as the same were previously

Property and Rights of original Company transferred to new Company.



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previously to the passing of this Act, vested in the original Company, or any Trustees on their Behalf.

Original  
Deed of Set-  
tlement to  
become void.

VIII. Subject to the Provisions of this Act, the said Deed of Settlement, and all registered Alterations of the same, shall, as to any future or prospective Operations thereof, from and after the passing of this Act be wholly void and of none Effect; and that the several Persons who shall have executed the same Deed, or any Deed accessory thereto, and their Heirs, Executors, and Administrators, shall, immediately from and after the passing of this Act, stand and be by virtue thereof released and discharged from any future Obligation to observe, perform, abide by, fulfil, or conform to the said Deed of Settlement, or the Covenants or Agreements therein contained, or any registered Alterations of the same, or any or either of them respectively.

Saving pre-  
vious Rights  
and Lia-  
bilities.

IX. Notwithstanding the Incorporation of the Company, and the Avoidance of the said Deed of Settlement, and of the registered Alterations thereof by this Act, and except as is by this Act otherwise expressly provided, everything before the passing of this Act done or suffered by or with reference to the original Company, or the Shareholders therein in that Capacity, shall be as valid as if the Company had not been incorporated and the said Deed and Alterations had not been avoided by this Act; and such Incorporation and Avoidance, and this Act respectively, shall accordingly be subject and without Prejudice to everything so done or suffered, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if the Company were not incorporated and the said Deed and Alterations were not avoided by this Act, and this Act were not passed, would be incident to or consequent on any and everything so done or suffered; and with respect to all such Rights, Liabilities, Claims, and Demands, the Company shall to all Intents and Purposes represent the original Company, and the Shareholders in their Capacity of Shareholders.

Contracts,  
&c. prior to  
Act to be  
binding.

X. All Deeds, Contracts, Bonds, and Agreements entered into or made before the passing of this Act by or with the original Company, or any Trustees or any Persons acting on behalf of the original Company, and now in force, shall be as binding and of as full force and effect in all respects against or in favour of the Company, and may be enforced as fully and effectually, as if, instead of the original Company, or the Trustees or Persons acting on behalf of the original Company, the Company had been a Party thereto; and all Bodies Politic or Corporate, and all Persons whosoever, who immediately before the passing of this Act owed to the original Company any Rents or Remuneration for Gas or for Meters, any Calls upon



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upon Shares, or any other Sums of Money, shall be liable for the Payment thereof to the Company; and in case of Nonpayment thereof or of any Part thereof the Company may proceed for the Recovery thereof, and recover the same in such and the same Manner, and shall and may exercise the same Remedies in respect thereof, as if the same were due to the Company under the Provisions of this Act.

XI. That all Debts or Damages which immediately before the passing of this Act were due to or recoverable by the original Company shall become due to or recoverable by the Company, and all Debts and Damages which immediately before the passing of this Act were due or recoverable from the original Company, shall be due and recoverable from the Company: Provided always, that if the Company shall fail to pay and satisfy such last-mentioned Debts and Damages, every Shareholder in the original Company shall be liable for the same in the same Manner as if this Act had not been passed, and shall be entitled to recover over against the Company the Amount of all such Debts and Damages, and all Costs, Charges, Expenses, Damages, and Interest, which shall be borne or sustained by him by or in consequence of such Default.

Debts due to or from original Company transferred to new Company.

XII. Provided always, That nothing in this Act contained shall release, discharge, or suspend any Action, Suit, or other Proceeding at Law or in Equity which shall be pending by or against the original Company, or any Member thereof, in relation to the Affairs of the original Company, or to which the original Company or any Member thereof in relation to such Affairs shall be Parties immediately before the passing of this Act; but any such Action, Suit, or other Proceeding may be maintained, prosecuted, or continued by, in favour of, or against the Company (as the Case may be) in the same Manner and as effectually and advantageously as the same might have been maintained, prosecuted, or continued by, in favour of, or against the original Company, or any Members thereof, if this Act had not been passed, the Company being in reference to the Matters aforesaid in all respects substituted for the original Company, or the Members thereof.

Actions and Suits at Law not to abate.

XIII. Every Trustee or other Person in whom or in whose Name any Lands, Works, Erection, Buildings, or Property belonging to the original Company were vested immediately before the passing of this Act, and who shall have entered into any Bond, Covenant, Contract, or Engagement in respect of or with reference to such Lands, Erections, Buildings, or Property, or who shall have entered into any other Contract on behalf of the original Company, shall be indemnified and saved harmless, out of the Funds or Property of the

Trustees, &c. to be indemnified.

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Company,



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Company, from all Liability, and against all Loss, Costs, Charges, and Expenses which he may sustain, incur, or be put unto by reason or in consequence of his having entered into any such Bond, Covenant, Contract, or Engagement.

**Capital.** XIV. The Capital of the Company for the Purposes of this Act shall be Thirty thousand Pounds.

**Shares.** XV. The Number of Shares into which the said Capital shall be divided shall be Three thousand, and the Amount of each Share shall be Ten Pounds.

**New Shares to be substituted for original Shares.** XVI. One thousand five hundred of such Shares in the Company shall be in substitution for the several Shares of the several Shareholders in the original Company immediately before the passing of this Act; and the Shares so substituted shall be deemed and taken to be paid up to the same Extent to which the Shares for which the same are substituted were paid up at the Time of the passing of this Act, and shall confer on the Holders thereof the same Rights and Interests as they would have enjoyed, and shall be subject to the same Liabilities as to Calls or otherwise in respect thereof, as they would have been subject to if this Act had not been passed, save in so far as such Rights, Interests, or Liabilities may be expressly altered by this Act.

**Existing Certificates of Shares to be valid until called in.** XVII. The existing Certificates of the Shares in the original Company shall, until called in, continue to be the Certificates of the said One thousand five hundred Shares under this Act; and it shall not be necessary for the Company to issue fresh Certificates in respect of such Shares, except under the Provisions of "The Companies Clauses Consolidation Act, 1845," in Cases where such Certificates shall be worn out, or damaged, or lost, or destroyed; but the Company may, if they think fit, at any Time call in such Certificates, and grant others in the Stead thereof.

**Substituted Shares to be vested in Members of original Company, with same Rights, &c. as original Shares.** XVIII. The Shares in the Company so substituted as aforesaid shall be vested in the Members of the original Company, upon the same Trusts and subject to the same Powers, Provisoos, Declarations, Agreements, Charges, and Incumbrances as the Share or Shares for which they are respectively substituted was or were subject or liable to immediately before the passing of this Act, and so as to give effect to and not revoke any Will or other Instrument disposing of or affecting any such Share.

**Power to raise additional** XIX. It shall be lawful for the Company from Time to Time, with the Consent of Three Fifths of the Votes of the Shareholders present,



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present, personally or by Proxy, at any General Meeting specially convened for that Purpose, to raise by the Creation of new Shares, in addition to the existing Capital of Fifteen thousand Pounds, any further Sum or Sums of Money for the Purposes of the Company, not exceeding in the whole Fifteen thousand Pounds, and to attach to such Shares or any of them such Conditions and Agreements as may be agreed on at such Meeting.

Capital by  
Creation  
of new  
Shares.

XX. Two Pounds Ten Shillings *per* Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders; and Two Calendar Months at the least shall intervene between the making of any Two successive Calls, and not more than Three Fifth Parts of the Amount of a Share shall be called up in any One Year.

Calls.

XXI. With reference to "The Gasworks Clauses Act, 1847," with respect to the Amount of Profits to be received by the Undertakers when the Gasworks are carried on for their Benefit, the prescribed Rate of Profits to be divided amongst the Shareholders in any Year shall be Ten Pounds in the Hundred by the Year on the old Shares, and Seven Pounds and Ten Shillings in the Hundred by the Year on the new Shares.

As to Rate  
of Dividend.

XXII. It shall be lawful for the Company from Time to Time to borrow on Mortgage or Bond, or otherwise howsoever, for the Purposes of this Act, any Sum or Sums of Money not exceeding at any One Time Three thousand Pounds, and when and as soon as the whole Capital authorized to be raised by Shares shall have been subscribed, and One Half thereof paid up, any further Sum or Sums of Money not exceeding, with the Money then borrowed, the Sum of Six thousand Pounds.

Power to  
borrow  
Money on  
Mortgage or  
Bond.

XXIII. All Money raised under the Powers of this Act, by Shares or borrowing, shall be applied only to the Purposes of the Undertaking by this Act authorized.

Application  
of Money.

XXIV. Subject to the Provisions herein contained for reducing the Number of Directors, the Number of Directors shall be Six; and the Qualification of a Director shall be the Possession in his own Right of Fifteen Shares at the least in the Undertaking; and that no Director shall continue in Office after he shall cease to be the Holder of Fifteen Shares at least in the Capital of the Company.

Number and  
Qualification  
of Directors.

XXV. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, but the whole Number of Directors after any such Reduction as aforesaid shall not be less than Three.

Power to  
reduce  
Number of  
Directors.

XXVI. The



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First Directors.

XXVI. The Persons who at the Time of the passing of this Act are the Directors of the original Company shall be the First Directors of the Company.

Quorum of Meeting of Directors.

XXVII. The Quorum of a Meeting of Directors shall be Three, and when the Number of Directors shall have been reduced to Three shall be Two.

General Meetings.

XXVIII. With respect to the General Meetings of the Company, the First Ordinary General Meeting of the Shareholders of the Company shall be held on the Third *Wednesday* in the Month of *March* next following the passing of this Act; and the subsequent Ordinary General Meetings shall be held on the Third *Wednesday* in *March* in each Year, or at such other stated Periods as shall be appointed for that Purpose by an Order of any General Meeting, or by the Directors; and all Meetings, whether Ordinary or Extraordinary, shall be held within the Limits of this Act, and the Quorum for every General Meeting of the Company shall be Six Shareholders; and the prescribed Number of Shareholders who may call an Extraordinary General Meeting shall be Six, holding in the aggregate One Tenth of the Capital of the Company.

Votes.

XXIX. Each Shareholder shall have One Vote in respect of each Share held by him.

Remuneration of Auditors.

XXX. The Company may from Time to Time allow to the Auditors such Remuneration as the Company may think fit.

Power to purchase Lands, and to manufacture and sell Gas, Coke, &amp;c.

XXXI. Subject to the Provisions of this Act and the incorporated Acts contained, the Company may by Agreement, and not otherwise, purchase, hold, and use Lands and Buildings to any Extent not exceeding Five Acres, and may manufacture Gas, and may supply Gas within the Limits of this Act, and may sell, manufacture, and dispose of the Coke and other Residuum arising, remaining, or to be obtained from the Materials used in the Manufacture of Gas, in such Manner as the Company may think fit; and may provide, do, and perform all Acts, Matters and Things requisite or desirable for those Purposes: Provided always, that the Company shall not erect any Works for the Manufacture of Gas upon any Land other than such Land as is vested in them, and upon which Gasworks are erected at the Time of the passing of this Act, or on Land immediately adjoining thereto.

For the Protection of the South-wark and

XXXII. The Main and Service Pipes of the Company to be hereafter laid down (except such as may be merely for the Purpose of replacing broken or damaged Pipes) shall be laid at the greatest practicable



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practicable Distance from any Pipes which may have been laid down by the *Southwark and Vauxhall* Water Company, and wherever the Width of the Road will allow thereof, shall be laid at least Four Feet from any such Pipes, except where it shall be necessary to lay the said Gas Pipes across or nearer to the said Water Pipes, in which Case the said Gas Pipes shall be laid above the said Water Pipes, at the greatest practicable Distance therefrom, or shall form therewith an Angle as near to a Right Angle as the Situation will admit; and the said Gas Pipes shall be at least Nine Feet in Length, and shall (where the Width of the Road will admit thereof) be so laid that no Joint shall be nearer to any of the said Water Pipes than Four Feet at least.

Vauxhall  
Water Com-  
pany.

XXXIII. All the Gas 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 *per* Hour, a Light equal in Intensity to the Light produced by Twelve Sperm Candles of Six in the Pound, burning One hundred and twenty Grains *per* Hour.

As to  
Quality of  
Gas sup-  
plied by the  
Company.

XXXIV. The Company shall, within Six Months after the passing of this Act, cause to be erected in some convenient Part of their Works, an Experimental Meter, furnished with an Argand Fifteen-hole Burner and a Seven-inch Chimney, or other approved Burner and Chimney capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus for testing the illuminating Power of the Gas.

Company to  
erect a Meter  
to test the  
illuminating  
Power of  
Gas.

XXXV. It shall at any time be lawful for any Two Justices of the County of *Surrey*, not being Directors or Shareholders of the Company, on receiving a Requisition signed by not less than Five Consumers of the Gas of the Company, complaining that the Gas supplied to them is not, in their Judgment and Belief, of the full illuminating Power prescribed by this Act, if they shall think fit, by Order in Writing under their Hands, to appoint some competent Person to proceed to the Works of the Company; and the Person so appointed, on giving Six Hours previous Notice in Writing to the Company, may at any reasonable Hour in the Daytime, on producing the said Order, enter on the Premises of the Company, and in the Presence of the Superintendent or other Officer of the Company make Experiment of the illuminating Power of the Gas of the Company, by means of the Experimental Meter and other Apparatus before mentioned, and the Company and their Officers shall afford all reasonable Facilities and Assistance to the making of such Experiment; and if it shall thereupon be proved to the Satisfaction of the said Two Justices, after hearing the Parties, that the illuminating Power of the Gas supplied by the Company did not, when so tested as aforesaid, equal the illuminating

Power to  
Justices, on  
Requisition,  
to authorize  
testing of  
Gas.



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Power by this Act prescribed, or that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, in any such Case the Company shall forfeit such Sum, not exceeding Twenty Pounds, as the said Justices shall determine.

Costs of Experiment to be paid according to Event.

XXXVI. The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Costs of the Proceedings before the Justices, shall be ascertained by such Justices, and in the event of any Penalty being imposed on the Company, shall be paid, together with such Penalty, by the Company; but in the event of the Gas being found, when tested, to be of not less illuminating Power than is by this Act prescribed, such Costs shall be awarded to be paid by the several Persons making such Requisition as aforesaid to the Company, and shall be paid or levied accordingly.

Power to lease Undertaking.

XXXVII. The Company may, with the Consent of an Extraordinary General Meeting of the Shareholders, lease for any Term of Years not exceeding Five, or from Year to Year, their Undertaking, to any Person or Persons, upon such Terms and Conditions as may be mutually agreed upon between the Company and such Person or Persons.

To prevent fraudulent Consumption of Gas.

XXXVIII. Every Person who shall fraudulently alter the Index to any Meter, or shall knowingly and wilfully prevent 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 Twenty Pounds; and every such Prevention caused by artificial Means shall be *primâ facie* Evidence of such Knowledge on the Part of the Consumer using any such Meter, when such Meter shall be in the Possession or under the Control of such Consumer.

Maximum Charge for Gas.

XXXIX. The Company may demand and receive for the Supply of Gas such Rents or Remuneration, not exceeding in respect of Gas consumed by Meter, the Sum of Six Shillings for every One thousand Cubic Feet, as may be agreed upon between them and the Person requiring such Supply.

Power to compel Consumers to burn by Meter.

XL. Every Consumer of the Gas supplied by the Company shall, upon being required by the Company, by Notice in Writing so to do, consume the Gas so supplied by Meter, to be provided either by the Company at the Expense of the Consumer or, at the Option of the Consumer, by the Consumer, and approved by the Company.

Power to lay down Pipes,

XLI. Subject to the Provisions in this Act and the incorporated Acts contained, the Company may lay any Pipes, Branch, or other Apparatus,



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Apparatus, from any Main or Branch Pipe, into, through, or against any Building for the Purposes 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, and may from Time to Time repair, replace, alter, or discontinue, and remove any such Pipe, Branch, or Apparatus. &c. and remove same.

XLII. The Company may recover the Price or Rent of any Pipe, Burner, Meter, Lamp, or Fitting sold, delivered, or let to Hire by them, in the same Manner as they may recover Rent due for the Supply of Gas under the Provisions of "The Gasworks Clauses Act, 1847;" and One Warrant issued for any of the Purposes of this Act may contain in the Body thereof, or in a Schedule thereto, several Names and several Sums. Recovery of Rent and Price of Gas Fittings, &c.

XLIII. Any Justice who shall issue any Warrant of Distress for the Recovery of any Money payable under this Act, or any Act incorporated herewith, may order that the Costs of the Proceedings for the Recovery of such Money shall be paid by the Person liable to pay such Sums of Money; and such Costs shall be ascertained by such Justice, and shall be included in the Warrant of Distress for the Recovery of such Money. Costs of Warrant to be included in Warrant of Distress.

XLIV. In addition to the Power given by "The Gasworks Clauses Act, 1847," in this Behalf, the Company may recover the Rate, Rent, or Price of any Gas, or the Price or Rent of any Pipe, Meter, Lamp, or Fittings supplied, sold, delivered, or let by the Company, together with the Expense of cutting off the Service Pipe, or Gas, by Action in any Court of competent Jurisdiction, although the Demand in respect thereof may be less than Twenty Pounds; and the Register of the Meter shall be *primâ facie* Evidence of the Quantity of Gas consumed by any Customer of the Company, in respect of which any Rent is charged and sought to be recovered by the Company. Power to recover Debts and Costs by Action at Law.

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