ANNO DECIMO SEXTO

VICTORIÆ REGINÆ.

****

Cap. xxxviii.

An Act to alter and amend the Provisions of "The City of *Norwich* Waterworks Act, 1850," and to grant further Powers to the Company thereby incorporated. [14th *June* 1853.]

WHEREAS the City of *Norwich* Waterworks Company were incorporated by "The City of *Norwich* Waterworks Act, 1850," and under the Authority of that Act have constructed, laid down, and executed Reservoirs, Pipes, and other Works, for supplying the Inhabitants of the said City of *Norwich* and the Neighbourhood thereof with an ample Supply of good and wholesome Water, and such Supply has been and is afforded by the said Company, to the great Advantage of the said Inhabitants: And whereas, in order to extend and complete such Works, and to make them further and more generally available, a further Outlay (to the Extent of Sixteen thousand Pounds or thereabouts) has been made, for which the existing Capital of the Company is insufficient to provide, and the Shareholders of the Company are willing and have agreed, that, subject to the Assent of Parliament, additional Capital shall be raised for that and other Purposes, and it is expedient that the Capital of the Company should be increased in the Manner and within the Limits herein-after provided: And whereas the said Company, under

13 & 14 Vict. c. lii.

the Powers and Provisions of the Thirty-second Section of the said recited Act, have purchased the Interest of the Persons in whom the Lease and Term of Years granted by the Mayor, Sheriff, Commonalty, and Citizens of the said City of and in the said Waterworks, Mills, and Premises, with the Appurtenances, thereby demised, were vested, and are now the Assignees of such Lease and Term, subject to the Covenants, Provisoes, and Conditions contained in such Lease, as modified by their said Act: And whereas the Pumps and Machinery of the said Waterworks so demised, and which, at the passing of the said recited Act were in existence, have since the Construction of the new Works been found useless for the Supply of Water to the said City, and have accordingly been and still are disused by the said Company, and the Pipes which were then laid down for such Supply, being wholly unfit for such Purpose, according to the improved Method adopted by the Company, have been taken up, and other Pipes of greater Capacity and Strength laid down in their Stead, and the Reservoir in *Chapel Field*, which by the said Lease the Assignees were under Covenant to keep and have constantly full in the Morning of every Day, is no longer required or available for supplying Water to the said City, and the Maintenance thereof is an useless Burden on the said Company, and it is expedient that it should be given up to the Corporation of the said City, or otherwise should be dealt with by the Company, and converted to Uses advantageous to the Public: And whereas it is desirable that the said Company should purchase from the Corporation their reversionary Right and Interest to and in the said Machinery and Pipes, and should surrender to them the said Reservoir, and the Site thereof, and the Piece of Ground called *Chapel Field*, in which the same is situated, and that the Company should be released and exonerated from certain of the Covenants, Provisions, and Conditions contained in the said Lease, and should be authorized to sell, assign, or underlet all or any Portion of the Premises in the said Lease mentioned; and it is expedient that in these and other respects the said recited Act should be amended; but the several Objects aforesaid cannot be effected without the Aid 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:

Short Title.

I. That in citing this Act for any Purpose whatever it shall be sufficient to designate it as "The City of *Norwich* Waterworks (Amendment) Act, 1853."

Interpretation of Terms.

II. That the Expression "the Company," herein-after used, shall denote "the City of *Norwich* Waterworks Company;" and the Expression

pression "the Corporation of *Norwich*" shall denote "the Mayor, Sheriffs, Citizens, and Commonalty of the City of *Norwich*" when applicable to the Corporate Body as it existed prior to the coming into operation of the Statute of the 5th and 6th *Wm.* IV. c. 76., and "the Mayor, Aldermen, and Citizens of the City of *Norwich*," when applicable to the Corporate Body as it has existed since the coming into operation of that Statute.

Power to raise additional Capital by Creation of Shares.

III. That, in addition to the Capital by the said recited Act authorized, there shall be and there is hereby created a further Capital of Thirty thousand Pounds in Three thousand Shares of Ten Pounds each; and such further Capital shall form Part of the ordinary Share Capital of the Company.

New Shares to be subject to the same Provisions as Shares created under recited Act.

IV. That the Directors of the Company may issue the new Shares hereby created to such Persons and in such Manner and at such Time or Times as they may deem expedient, and the Shares so issued shall be subject to the same Provisions in all respects with regard to the Payment of Calls, the Forfeiture of Shares on Nonpayment of Calls, Conversion into Stock, and otherwise, as if they had been Part of the original Capital created by the first-recited Act, and the Enactment herein-after contained as to the Scale of voting shall apply to the Holders of such new Shares.

Power to borrow additional Money on Mortgage.

V. That it shall be lawful for the Company, at any Time, and from Time to Time, to borrow on Mortgage or Bond, for the Purposes of their Undertaking, any Sum or Sums not exceeding in the whole, in addition to the Amount already authorized to be borrowed, the Sum of Eight thousand Pounds; and all the Provisions of the said first-recited Act, and of the "Companies Clauses Consolidation Act," with respect to the borrowing of Money, shall be applicable to Mortgages or Bonds created under the Authority of this Act.

Application of Money.

VI. That all Money to be raised under the Provisions of this Act, whether by means of Shares or by the Exercise of the Power of borrowing, shall be applied in the first instance in discharging all the Liabilities which the Company have incurred beyond the Sums which by the recited Act they were authorized to raise, and the Company shall apply the Residue of such Money, first in discharge of any Sum which they may have borrowed under this Act exceeding the Sum of Three thousand Pounds, and afterwards to the Purposes of the Undertaking of the Company by the recited Act and this Act authorized, and to no other Purpose.

Section 13. of recited Act repealed,

VII. That the Thirteenth Section of the said recited Act shall be and the same is hereby repealed; and instead of the Provisions as to voting

and new Scale of voting fixed.

voting in that Section contained, the Scale of voting at the General Meetings of the Company shall be that which is prescribed in the Seventy-fifth Section of "The Companies Clauses Consolidation Act, 1845."

Power to Corporation to buy the Interest of the Company in the Reservoir, and to fill it up, and use the Site for the Benefit of the City.

VIII. That it shall be lawful for the Company, or for the Directors thereof for the Time being, to enter into any Agreement or Agreements with the Corporation, as the Parties entitled to the Reversion expectant on the Determination of the said Lease or Term, for the Sale or Surrender to the said Corporation of the Right and Interest of the Company to and in the said Reservoir and the Site thereof, and the Piece of Land called *Chapel Field* in which the same is situate, and for the Company to sell or surrender, and for the said Corporation to purchase and accept the same, upon such Terms as may be so agreed, or as, in case of Disagreement, shall be settled in the Manner herein-after provided; and it shall be lawful for the said Corporation thereupon to fill up the said Reservoir, and convert and apply the Site thereof to such Uses for the Benefit of the Inhabitants of the said City as they shall think expedient.

If Corporation do not purchase within a Time limited, Company may fill up Reservoir, and convert it into a Garden, &c.

IX. That in case the said Corporation shall not, within One Month after an Offer in Writing from the Company, under the Hand of their Secretary, to sell or surrender the said Reservoir, Site, and Piece of Land, intimate their Readiness to purchase and accept a Surrender of the same, it shall be lawful for the Company to fill up the said Reservoir, and to convert the same into a Garden, and from Time to Time during the Remainder of the Term created by the said Demise to let the same for such Term and to such Persons as they may think fit.

Power to Company to purchase Reversion of Corporation in certain Machinery and Pipes demised by the Lease.

X. That it shall also be lawful for the Company to purchase from the Corporation, and the Corporation are hereby empowered and required, upon receiving from the Company a Notice in Writing, signed by their Secretary, calling upon them so to do, at a Time not less than One Month thereafter, to sell or release to the Company, at and for such Price or Consideration as may be agreed, or as, in case of Disagreement, may be settled by Arbitration in the Manner herein-after provided, the Right and Interest of the Corporation to and in the Machinery belonging to or connected with the Waterworks, and to and in the Pipes, which Machinery and Pipes respectively were demised by the said Lease, and which under the Provisions thereof the Corporation could or might be entitled to claim at the Expiration or other sooner Determination of the said Lease.

Company released from certain

XI. That from the passing of this Act the Company shall be absolutely released and discharged from the following Covenants contained

contained in the said Lease, on the Part of the Lessees to be performed; (that is to say,) Covenants in the Lease.

First, the Covenant therein contained not to assign or underlet without Leave of the Lessees:

Second, the Covenant therein to make, complete, and furnish additional Works proper or necessary for supplying the said City and the Inhabitants thereof with River Water:

Third, the Covenant therein, by means of such Works as therein mentioned, to supply the said City and the Inhabitants thereof with River Water:

Fourth, the Covenant therein to appropriate, employ, and use the Right and Interest of One full Third Part at least of the Head of Water of, above, and passing through the said River *Wensum*, at and near the said demised Premises, for the sole Purpose of grinding of Wheat and making of Flour, clear and distinct from the other Third Part thereof, and worked and appropriated for forcing and raising Water:

Fifth, the Covenant therein contained to support, uphold, maintain, and keep in good substantial working Order, Repair, and Condition, and at the Expiration of such Term to yield up to the Corporation in such good and substantial working and serviceable Order and Condition aforesaid, all the said Erections, Buildings, Works, Reservoirs, Pipes, Matters, and Things in the said Covenant particularly specified:

Sixth, the Covenant therein to repair and amend the Pavements, Ways, and Grounds which might or should be broken up in consequence of the laying down or taking up of any Pipe or Pipes, or making or repairing the said Waterworks, or in consequence of any other Work or Business relating thereto:

Seventh, the Covenant therein to observe, obey, fulfil, and perform all and every the Provisoes, Stipulations, and Directions inserted, expressed, and contained in and by the said Act of Parliament therein recited and referred to:

Eighth, the Covenant therein whereby the Persons therein named are empowered to enter and view the State and Condition of the demised Premises, and to give Notice as to Repair, and whereby the Lessees bind themselves, within One Calendar Month after such Notice, to execute such Repairs, except in so far as such Covenant relates to the said Corn and Flour Mills, and the Appurtenances, and the Machinery and Works, as herein-after specified:

Ninth, The Covenant therein to keep the Water in the said Reservoir in *Chapel Field* up to its proper Level, and have it constantly full in the Morning of every Day:

Provided that all other Covenants in the said Lease shall remain and be in full force and virtue as if this Act had not passed,

Proviso as to Covenant to keep in repair, &c. the Flour Mills, and Power to substitute any other Machinery.

XII. Provided, That as to the said Corn and Flour Mills in the said Lease mentioned, and the Machinery thereof, the Company shall, notwithstanding such Release as aforesaid, be and remain bound at all Times during the said Term to support, uphold, and maintain, and keep in good and substantial working Order, Repair, and Condition, the said Mills and Appurtenances, and the Machinery thereof, or any other Machinery or Works which may be erected or set up in substitution for or addition to the said existing Machinery, upon the demised Premises in or near the said Mills, and for any Purpose, whether of grinding Corn or otherwise, (which Machinery and Works respectively the said Company shall be at liberty to erect and set up so that the same if substituted for any existing Machinery be of at least equal Value with the Machinery for which it shall be substituted, and that such Value be ascertained before such Substitution,) and at the Expiration of such Term to yield up to the said Corporation the said Mills, Machinery, and Works respectively in the like good and substantial working Order, Repair, and Condition.

Certain Provisoes and Conditions of Lease to cease to be operative.

XIII. That from the passing of this Act the following Provisoes, Conditions, and Powers in the said Lease contained shall also cease to be operative and of force; that is to say,

1. The Condition and Proviso therein for Re-entry by the said Corporation in case of Nonperformance of any of the Covenants herein-before released:
2. The Power given to the Persons therein named respectively to order the Pipes near the Place where any Fire shall happen to be cut and broken up for a Supply of Water:
3. The Power thereby given to the said Corporation, in case the Lessees shall wilfully take up or remove any of the Main Pipes, Cisterns, and other Parts of the said Waterworks, and not replace, lay down, or rebuild others in their Stead, as good or better, within the Period therein mentioned, or shall suffer the same to be in Decay for the like Period, then, after Notice as therein mentioned, to attach the Rents and Profits arising or payable for or in respect of or reserved upon the Water supplied to the Inhabitants of the said City.

Compensation to be made to Corporation (if claimed) for the Release of the said Covenants.

XIV. That in case the said Corporation shall claim Compensation from the Company for the Release or Discharge of the Company from the Covenants, Conditions, Provisoes, and Powers herein-before specified, or any of them, and shall give Notice in Writing of such Claim, at any Time within Three Months from the passing of this Act, to the Secretary of the Company, such Compensation shall be made and payable to the said Corporation by the Company in respect thereof as shall be agreed between them, or as in case of Difference shall be settled by Arbitration in the Manner herein-after provided.

XV. That

If Reservoir be purchased by Corporation, or filled up by them, certain Covenants in Lease to cease.

XV. That in case, under the Provision in that Behalf herein-before contained, the Corporation shall purchase and accept a Surrender of the said Reservoir and Site, and the said Field wherein the same is situate, then and from thenceforth all the Covenants, Stipulations, and Provisoes in the said Lease contained as to such Reservoir, Site, and Field shall wholly cease to be operative or of effect; and in case the Company shall, in the event herein-before mentioned, fill up the said Reservoir, and use the same, as herein-before also provided, then and from thenceforth all the said Covenants, Stipulations, and Provisoes as to such Reservoir shall cease to be operative or of effect: Provided nevertheless, that in such last-mentioned Case the Company shall be bound to deliver up the Site of such Reservoir as converted by them to the Corporation at the End or Determination of the said Term.

Fireplugs of old Pipes to be under Control and at Expense of Town Commissioners.

XVI. That as regards the Fireplugs laid down and existing at the Time of the said Assignment to and Purchase by the Company of the said Lease, the Proviso in that Behalf contained in the Thirty-third Section of "The City of *Norwich* Waterworks Act, 1850," shall be repealed, and the Covenant of the said Lessees contained in the said Lease in respect of Fireplugs shall cease to be binding upon the Company, and instead thereof all Fireplugs, whether existing at the Time of such Assignment or Purchase, or subsequently provided or placed, and the maintaining, ordering, and managing thereof, shall (if the said Commissioners shall by any Resolution determine that such Fireplugs or any of them shall be continued and maintained) be at the Expense of the Town Commissioners, and shall in all respects be subject to the Provisions in that Behalf of "The Waterworks Clauses Act, 1847;" provided that in respect of any additional Charge which may be cast on the Town Commissioners in respect of the Fireplugs existing at the Time of the said Assignment and Purchase, Compensation shall be made by the Company, either by Payment of a gross Sum, or by way of an annual Allowance to the Town Commissioners, and that the Amount of such Compensation, in case of Difference, shall be settled and determined by Arbitration in the Manner herein-after provided.

As to Arbitration between Company and Corporation.

XVII. That as to the several Purchase Monies and Compensations herein-before provided to be paid or made by or to the said Corporation, and which, in case no Agreement shall be come to between the said Corporation and the Company, are to be referred to and settled and determined by Arbitration as aforesaid, all the Clauses and Provisions of the "Lands Clauses Consolidation Act, 1845," relating to the Settlement of disputed Claims by Arbitration, shall apply to every such Reference, the Company being for that Purpose deemed to be Promoters within the Provisions of the said Act, except that it shall not be necessary for the said Arbitrators or Umpire to make or subscribe

subscribe the Declaration therein mentioned, and that the Period for making any Award in the Matters aforesaid may be extended to any Period beyond Three Months to which the said Arbitrators or Umpire may think fit to enlarge the Time for making the same, and that the Costs of every such Reference, to be settled by the Arbitrators or Umpire, as the Case may be, shall be borne and paid by the Company; provided that in every such Arbitration it shall be competent for the Arbitrators or Umpire, in settling the Price or Compensation to be paid as aforesaid, to take into consideration the Fact that the full Rent reserved upon the said Demise will remain payable to the said Corporation, and also any other special Circumstances affecting the Value of the several Interests in respect of which such Price or Compensation is to be paid, and also to set off against any Monies which may be awarded in favour of the one of such Parties against any Monies which may be awarded in favour of the other of such Parties, and to declare and award that the Balance of such Monies shall be paid to the Party entitled thereto.

As to Arbitration between Company and Town Commissioners.

XVIII. That the Question of Compensation between the Company and the said Town Commissioners, in regard to the increased Charge imposed on the said Town Commissioners in respect of Fireplugs, as herein-before mentioned, shall be referred to the Arbitrators to be appointed as in the last preceding Enactment mentioned, or to other Arbitrators to be appointed in like Manner, in accordance with the Provisions of "The Lands Clauses Consolidation Act, 1845," for which Purpose all the before-mentioned Provisions shall be applicable (except as in the last preceding Enactment is excepted), the Company being for such Purpose deemed to be the Promoters therein mentioned.

Sections 4 and 5 of 30 G. 3. c. 21. repealed, and certain Clauses, &c. of the Lease to be of no Force, after passing of this Act.

XIX. That the Fourth and Fifth Sections of the Act (Local and Personal) passed in the Thirtieth Year of the Reign of King *George* III., Cap. 21., intituled *An Act for better supplying the City of* Norwich *and the Parts adjacent with Water*, empowering the Inhabitants to set Pipes from their Houses to communicate with those belonging to the Corporation, and providing that the Ground where broken up for relaying or repairing Pipes shall be made good, shall be and the same are hereby repealed; and that the Clauses and Provisions in the said Lease contained, for ascertaining and fixing the Rates or Sums of Money to be paid by such of the said Inhabitants as should, during the Term thereby created, be desirous of having and should have the common and usual Supply of Water laid into their Houses, Offices, or other Buildings or Yards, by the said Lessees, as contained in the Table or Schedule written under such Lease, and as to the stopping of the Supply of Water to such Persons in case of Default of Payment, and as to the Appointment and Constitution of a Committee of

Appeal

Appeal for the Settlement of Disputes and Differences between the Lessees and the said Inhabitants touching the Supply of Water, or the Charges to be made upon them for such Supply, or touching any improper Use or Waste of the Water so supplied, or any other Matter or Thing relating to the Supply of Water to such Inhabitants, and as to the Meetings of such Committee, and the hearing and determining of such Disputes and Differences by such Committee, and the Covenants in the said Lease contained on the Part of the said Lessees not to ask or demand any larger Sum or Sums of Money, Rent or Rents, than those mentioned in the said Schedule, and to supply the said Inhabitants with the common and usual Supply of River Water, at the Rates mentioned in such Schedule, and to abide by the Demands, Orders, and Arbitraments of the said Committee of Appeal, shall from the passing of this Act cease to be of any Force or Effect.

Power to Company to sell or assign their Term in the demised Premises, or to underlet them, and Application of Purchase Money or of Rents.

XX. That it shall be lawful for the Company, at any Time during the Continuance of the said Demise granted by the said Lease, to sell and assign, for the best Price that can be obtained, their whole Term, Interest, and Property in the said demised Premises or either or any Portion of them, or at any Time and from Time to Time during the Continuance of the said Demise to underlet the same, or either or any Portion of them, for any less Term or Terms, at such Rent or Rents, and on such Conditions generally as the Directors for the Time being shall think fit and determine and the Purchase Money derived from any such Sale or Sales, if any, shall be applied in Payment and Satisfaction to the same Amount, or as near an Amount as may be convenient, of Monies borrowed and outstanding on Mortgage or Bond of the Company; and the Rents from Time to Time accruing from such Underletting, if any, shall be deemed to be Part of the Revenues of the Company, and available as such: Provided, that if the Company shall determine to sell their Interest in the said demised Premises as aforesaid, the first Offer thereof shall be made to the Corporation, and if the Corporation shall be willing, and at any Time within Two Months after such Offer shall intimate their Readiness to purchase the same at the Price proposed by the Company, the Sale of the said Interest shall be made to the Corporation; and if the Corporation shall within the Period aforesaid offer to purchase the Interest of the Company in the said demised Premises at any less Sum than that proposed by the Company, it shall not be lawful for the Company to sell the same to any other Person for the same or a less Price than that offered by the Corporation, if and so long as the Corporation shall remain willing to purchase at the Price so offered by them: Provided also, that if the Corporation shall become the Purchasers of the said Interest it shall not be lawful for them, before the Tenth Day of *October* One thousand eight hundred and ninety-two, to grant any Liberty or Privilege to any other Person or Persons for the raising, erecting, building, and laying of any

Engines, Cisterns, Pipes, or Waterworks for the public and general Use of the Inhabitants of the said City.

Provision in case Company sell or assign to any other than the Corporation.

XXI. That in case the Company shall sell and assign their Interest in the said demised Premises to any Person other than the Corporation, the Company shall, within Two Months after the Execution of the Deed of Assignment, transmit a Copy thereof to the Corporation; and if the Corporation shall, at or before the Expiration of Two Months from the Receipt of such Copy, intimate their Acceptance of the Assignee named in such Deed of Assignment, and if such Assignee shall enter into such Covenants with the Corporation as they shall require, then and from thenceforth all Liability of the Company as Assignees of the said Lease shall cease, otherwise such Liability shall continue as if no such Assignment had been made by the Company.

Expenses of Act.

XXII. That all Costs, Charges, and Expenses of and attending the passing of this Act or incidental thereto shall be paid by the Company.

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