ANNO DECIMO SEXTO

VICTORIÆ REGINÆ.

****

Cap. xviii.

An Act for providing Waterworks and Gasworks for the Town of *Lowestoft* in the County of *Suffolk*, and for regulating the Market there, and for other Purposes, of which the Short Title is, "The *Lowestoft* Water, Gas, and Market Act, 1853." [13th *May* 1853.]

WHEREAS an Act was passed in the Fiftieth Year of *George* the Third, intituled *An Act for better paving, lighting, cleansing, watching, and otherwise improving the Town of* Lowestoft *in the County of* Suffolk: (50 G.3. c. xlii.) And whereas the Establishment of Waterworks and Gasworks and Markets for the Town of *Lowestoft*, and the better Regulation of the Market there, would be of public Advantage, and the several Persons after named and others are willing to effect such Objects, but this cannot be done 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:

I. That this Act may be cited for any Purpose as "The *Lowestoft* Water, Gas, and Market Act, 1853." (Short Title.)

Limits of Act.

II. That the Limits within which this Act shall be put in force shall be the Town of *Lowestoft*, and the several Parishes, Townships, or Extra-parochial Places of *Lowestoft*, *Gunton*, *Kirtley* otherwise *Kirkley*, *Pakefield*, and *Carlton Colvile*, all in the County of *Suffolk*.

Same Meanings assigned to Words in this Act as in Acts incorporated herewith.

III. The several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are respectively assigned shall have respectively in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

8 & 9 Vict. c. 16. incorporated with this Act.

IV. That "The Companies Clauses Consolidation Act, 1845," shall be incorporated with this Act.

Company incorporated.

V. That *Samuel Morton Peto*, *John Henry Gurney*, *Edward Leathes*, *Frederick Morse*, *William Collins Worthington*, *Richard Till*, *Richard Henry Reeve*, *Robert Fergusson*, *Henry Glasspoole Woods*, *Richard Scarle*, *Thomas Morse*, *Charles Cleveland*, *Robert Chamberlin*, and all other Persons and Corporations who have already subscribed or hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company for the Purpose of constructing and maintaining Waterworks and Gasworks, and supplying Water, and making and supplying Gas, and maintaining and regulating Markets, within the Limits of this Act, with all proper Works and Conveniences connected therewith, according to the Provisions of this Act, and for other the Purposes of this Act; and for such Purposes are by this Act incorporated by the Name of "The *Lowestoft* Water, Gas, and Market Company," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property, for the Purposes and within the Restrictions of this Act.

And with respect to the internal Regulation of the Company, be it enacted as follows:

First Meeting.

VI. That the First Ordinary Meeting of the Company shall be held within Three Months next after the passing of this Act, and a General Meeting shall be holden in the Month of *March* in each Year, or at such other stated Periods as shall be appointed for that Purpose by an Order of a General Meeting; and all Meetings, whether ordinary or extraordinary, shall be held within the Town of *Lowestoft*.

Votes of Shareholders.

VII. That at all General Meetings every Holder of Three Shares and less than Ten Shares shall be entitled to have One Vote, and if

if holding Ten Shares and less than Thirty to have Two Votes, and if holding Thirty Shares and less than Fifty to have Three Votes, and if holding Fifty Shares or upwards to have Four Votes.

Number of Directors.

VIII. That the Number of the Directors shall be Nine, and *Edward Leathes*, *Frederick Morse*, *William Collins Worthington*, *Richard Till*, *Robert Fergusson*, *Henry Glasspoole Woods*, *Richard Scarle*, *Robert Chamberlin*, and *Charles Cleveland* shall be the First Directors, and the Qualification for the Office of Director shall be Fifteen Shares: Provided always, that the Company may from Time to Time increase the Number of the Directors to Twelve, or reduce the same, but not below Seven.

Power to vary Number.

Directors appointed by this Act to continue till others appointed.

IX. That the Directors appointed by this Act shall continue in Office until the First Ordinary Meeting held after the passing of this Act; and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act, or a new Body of Directors may be elected to supply their Places, the Directors appointed by this Act being, if qualified, eligible for Election.

Quorum of Directors.

X. That the Quorum of a Meeting of Directors shall be Four.

Committees of Directors.

XI. That the Number of Directors of which Committees appointed by the Directors shall consist shall be not less than Three, and the Quorum of such a Committee shall be Two.

Newspaper for Advertisements.

XII. That the Newspaper for Advertisements shall be any *Suffolk* Newspaper.

And with respect to the Capital and Mortgage Debt of the Company, be it enacted as follows:

Capital.

XIII. That the Capital of the Company shall be Twenty-five thousand Pounds in Two thousand five hundred Shares of Ten Pounds each.

Calls.

XIV. That Three Pounds a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and Eight Pounds a Share shall be the highest Amount payable on Calls in any One Year.

Power to borrow on Mortgage.

XV. That the Company may borrow on Mortgage of their Undertaking any Sums not exceeding in the whole Five thousand Pounds, but any Part thereof shall not be borrowed until the whole of the Capital be subscribed for, and One Half thereof paid up.

XVI. That

Arrears may be enforced by Appointment of a Receiver.

XVI. That the Mortgagees of the Company may enforce the Payment of 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.

And with respect to the Acquisition of Lands and other Property by the Company, be it enacted as follows:

8 & 9 Vict. c. 18. incorporated with this Act.

XVII. That "The Lands Clauses Consolidation Act, 1845," shall be incorporated with this Act, and shall apply to the new Works by this Act authorized, and to Land acquired for the Purposes of such new Works: Provided always, that, except as by this Act expressly provided, the Company shall not take any Lands otherwise than by Agreement.

Power to take Lands, &c. according to deposited Plans, &c.

XVIII. Whereas Plans and Sections showing the Line and Levels of the Waterworks, and also a Book of Reference containing the Names of the Owners and Lessees or reputed Owners and Lessees and Occupiers of the Lands in or through which the same are intended to be made or to pass, have been deposited with the Clerk of the Peace for the County of *Suffolk:* Therefore the Company, subject to the Provisions of this Act, may enter upon, take, and use such of those Lands, together with any Waters in or under the same, as they think requisite for the Purposes of the Company.

Power to acquire existing Waterworks.

XIX. That the Company may from Time to Time agree with the Owners of the *Kirtley* Waterworks for the Transfer to the Company of their Waterworks, Buildings, Lands, and other Property, or any Part thereof, and may take a Transfer thereof accordingly; and such Agreement and Transfer respectively may be on such Terms and Conditions whatsoever as are mutually agreed on; and the Company may in consideration of such Transfer make to such Owners such Compensation as is so agreed on.

Power to purchase Lowestoft Gasworks.

XX. That the Company may, and, if at any Time within Three Months after the passing of this Act so required by *Samuel Brown*, the Owner of the Gasworks at *Lowestoft*, shall, purchase his Gasworks, and all the Machinery, Mains, Pipes, Plant, Apparatus, and other Property thereto belonging, and shall make to him such Compensation in that Behalf as shall be determined by Arbitration; and the Company may enter into any Agreement with the said *Samuel Brown* with respect to the Purchase by the Company of those Gasworks and other Property, and the Compensation for the same, and the Arbitration in that Behalf; and every such Agreement shall be binding on the Company and the said *Samuel Brown* respectively.

XXI. That

Power to take Lands specified in Schedule (E.) for Gasworks and Markets.

XXI. That the Company may enter upon, take, and use for the Purposes of the Gasworks and the Markets by this Act respectively authorized to be made, maintained, and regulated, the several Lands in that Behalf respectively specified in the Schedule (E.) to this Act annexed.

Lands for extraordinary Purposes.

XXII. That the Company may acquire Lands for extraordinary Purposes, not exceeding Ten Acres.

Period for compulsory Purchases limited.

XXIII. That the Powers of the Company for the compulsory Purchase of Lands and Waters for the Purposes of this Act shall not be exercised after the Expiration of Three Years after the passing of this Act.

Power to purchase and rent Lands by Agreement.

XXIV. That the Company may from Time to Time, but only by Agreement, purchase and acquire any Lands, Buildings, Streams, and Waters, and any Interest, Easement, Right of User, Power, or Privilege in, over, or affecting the same respectively, which they think expedient for any of the Purposes of this Act, and may purchase and acquire the same on such Terms and Conditions as they think fit.

And with respect to the Waterworks and the Supply of Water, be it enacted as follows:

10 & 11 Vict. c. 17. incorporated with this Act.

XXV. That the "Waterworks Clauses Act, 1847," is incorporated with this Act.

Power to make Waterworks according to deposited Plans.

XXVI. That, subject to the Provisions of this Act, the Company from Time to Time may make and maintain the Waterworks in the Line, on the Levels, and in and upon the Lands delineated on the Plans and Sections and described in the Book of Reference respectively deposited for the Purposes of this Act, and may in and upon any Lands vested in them under this Act make and maintain, alter, and discontinue any Works and Conveniences for the Purposes of the Waterworks, and may maintain, alter, and discontinue any Waterworks acquired by the Company under this Act.

Waterworks authorized as herein specified.

XXVII. That the Waterworks by this Act authorized comprise the following Works; to wit,

1. One or more Wells and a Reservoir or Reservoirs, with Engines, Tanks, Conduits, Pipes, and other Conveniences, and also all necessary Approaches and other Works, to be situate in a Field in the Parish of *Lowestoft* belonging to the Reverend *Richard Aldous Arnold* Clerk, and in the Occupation of *Rebecca Walker Roe*, called, in the Tithe Rentcharge Apportionment of

that Parish, *Middle West Field*, abutting upon and lying on the North Side of *Church Lane* in that Parish:

2. A Conduit or Conduits and a Line or Lines of Pipes, with all proper Works and Conveniences connected therewith, commencing in and leading out of that Field, and proceeding along *Church Lane*, and terminating at a Point in *Church Lane* opposite a Cottage belonging to *Edmund Norton* and *William Smith Rackham*, as Devisees in Trust under the Will of *Simon Norman* deceased, and in the Occupation of *Stephen Turner* in that Parish:

3. The laying down, repairing, and maintaining of all such Embankments, Dams, Sluices, Cuts, Channels, Drains, Pipes, Wells, Engines, and other Works as may be necessary for supplying Water within the Limits of this Act:

4. The laying down of Mains, Pipes, Culverts, and other Works in, under, over, and across, and for that Purpose the breaking open of any Roads, Highways, Streets, Lanes, public Places, Bridges, Locks, Viaducts, Brooks, Streams, Watercourses, Sewers, or Drains, and, for the Purpose of the Works, the altering, diverting, or stopping up, either temporarily or permanently, of any Sewers, Drains, Ways, or Watercourses:

All which Works are to be done within the Limits of this Act, and shall be done subject to the Provisions of this Act and any Act incorporated herewith.

Period for Completion of Waterworks limited.

XXVIII. That the Waterworks shall be completed within Four Years after the passing of this Act, and on the Expiration of that Period the Powers of the Company for making the Waterworks, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed: Provided always, that the Company may from Time to Time enlarge and extend their Water Mains and Pipes and Waterworks, whenever they think it necessary, for supplying Water within the Limits of this Act.

Limits of Deviation.

XXIX. That, subject to the Provisions of this Act, the Company, in the Execution of the Works, may deviate from the Lines of the Works as delineated on the Plans deposited for the Purposes of this Act to any Extent within the Limits of Deviation delineated on those Plans.

Power to take Water and Springs in Middle West Field.

XXX. That the Company from Time to Time may, by means of all or any of the Waterworks which they are by this Act authorized to make and maintain respectively, take and use the Waters and Springs in and under *Middle West Field* aforesaid.

XXXI. Pro-

Water laid on under Pressure.

XXXI. Provided always, That the Water to be supplied by the Company need not be constantly laid on under Pressure until after the Expiration of Four Years after the passing of this Act.

Water Rates.

XXXII. That the Company may demand and take the following Rates, according to the yearly Value of each Dwelling House or Part of a Dwelling House:

If there be no Watercloset or Bath in the Dwelling House to be supplied with Water, then at the following Rates:

Where the annual Value of such House shall not amount to Five Pounds, at a Rate not exceeding Four Shillings and Fourpence *per Annum*:

Where the annual Value of such Dwelling House shall be Five Pounds and under Fifty Pounds, at a Rate *per Centum per Annum* not exceeding Six Pounds:

Where the annual Value of such Dwelling House shall be Fifty Pounds and under One hundred Pounds, at a Rate *per Centum per Annum* not exceeding Five Pounds and Ten Shillings:

Where the annual Value of such Dwelling House shall be One hundred Pounds and upwards, at a Rate *per Centum per Annum* not exceeding Five Pounds:

If there be a Watercloset or Waterclosets, or Bath or Baths, in such Dwelling House, then, in addition to the Rates above specified, the following Rates shall be payable; (that is to say,)

Where the annual Value of such House shall not exceed Five Pounds *per Annum*, a Sum not exceeding Four Shillings and Fourpence for each Watercloset or Bath:

Where the annual Value of such House shall exceed Five Pounds but shall not amount to Ten Pounds *per Annum*, the Sum of Seven Shillings for each One Watercloset or Bath, and a further Sum not exceeding Four Shillings for each additional Watercloset or Bath:

Where the annual Value of such Dwelling House shall not amount to Fifty Pounds *per Annum*, a Sum not exceeding Ten Shillings for each One Watercloset or Bath, and a further Sum not exceeding Five Shillings for each additional Watercloset or Bath:

Where the annual Value of such Dwelling House shall be Fifty Pounds and upwards, a Sum not exceeding Twelve Shillings for each One Watercloset or Bath, and a further Sum not exceeding Five Shillings for each additional Watercloset or Bath.

Water may be supplied by Agreement.

XXXIII. That the Company may supply any Person with Water for other than domestic Purposes for such Remuneration and upon such

such Terms and Conditions as are agreed on between the Company and the Person desirous of having the Supply.

For preventing fouling of Water.

XXXIV. Provided always, That the Company shall not be compelled to supply with Water any Watercloset or private Bath, or the Apparatus or Pipes connected therewith, unless the same shall be so constructed and used as to prevent the Waste or undue Consumption of the Water of the Company and the Return of foul Air and other noisome or impure Matter into the Mains or Pipes belonging to or connected with the Mains or Pipes of the Company, nor any private Bath so constructed as to contain when filled for Use more than Fifty Gallons of Water.

What are not domestic Purposes.

XXXV. That a Supply of Water for domestic Purposes shall not include a Supply of Water for Cattle, or for Horses or washing Carriages, where such Horses and Carriages are kept for Hire or by Common Carriers, or a Supply for any Trade, Manufacture, or Business whatsoever, or for watering Gardens, or for Fountains, or for any ornamental Purposes whatsoever.

Penalty for using Water for other than domestic Purposes without Agreement.

XXXVI. That every Person using for any other than domestic Purposes any Water supplied by the Company, and not having previously agreed with the Company for a Supply for such other Purposes, and every Person having agreed with the Company for a Supply of Water for any other than domestic Purposes, and using for any Purposes other than the Purposes so agreed on the Water so supplied by the Company, shall respectively for every such Offence forfeit and pay to the Company any Sum not exceeding Five Pounds.

Power to Company to turn off Water in certain Cases.

XXXVII. That if any Person supplied with Water by the Company wilfully do, or cause or knowingly permit to be done, anything in contravention of the Provisions of this Act, or wilfully neglect to do anything which under such Provisions ought to be done for the Prevention of the Waste, Misuse, undue Consumption, or Contamination of the Water of the Company, the Company may turn off the Water supplied by them to such Person, and cease to supply such Person with Water, until the Provisions of this Act shall have been complied with, or proper Measures shall have been taken, by and at the Expense of such Person, for the Prevention of such Misuse, undue Consumption, or Contamination of Water, and also may recover from such Person, by Action or Suit in any Court of competent Jurisdiction, the Amount of any Loss, Damage, or Injury which the Company sustain by reason of any such wilful Act or Neglect.

And with respect to the Gasworks and the Supply of Gas, be it enacted as follows:

10 & 11 Vict. c. 15. incorporated with this Act.

XXXVIII. That "The Gasworks Clauses Act, 1847," is incorporated with this Act.

Power to make and supply Gas.

XXXIX. That, subject to the Provisions of this Act, the Company may from Time to Time maintain, make, alter, and discontinue Gasworks, and all such Retorts, Gasometers, Receivers, Sewers, Drains, Machinery, and other Works and Apparatus, and such Houses, Buildings, and Approaches, and do all such Acts as they think proper for making and storing Gas, and for supplying Gas within the Limits of this Act, and may make, store, and supply Gas accordingly, and may sell the Gas and the Coke and other Products of the Manufacture of Gas, as they from Time to Time think fit.

Period for Completion of Gasworks.

XL. That the Gasworks shall be completed within Four Years after the passing of this Act, and on the Expiration of that Period the Powers of the Company for making the Gasworks, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed: Provided always, that the Company may from Time to Time enlarge and extend their Gas Mains and Pipes and Gasworks, whenever they think it necessary for supplying Gas within the Limits of this Act.

Power to lay Pipes for lighting Buildings.

XLI. That the Company may lay any Pipe, Branch, or other necessary Apparatus from any Main or Branch Pipe into, through, or against any Building, for the Purpose of lighting it, 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.

Highest Charge for Gas.

XLII. That it shall be lawful for the Company to demand, levy, and receive Rates, Rents, and Tolls for the Supply of Gas: Provided always, that the highest Charge by the Company for Gas shall be at the Rate of Six Shillings for One thousand Cubic Feet.

Consumption of Gas by Meter.

XLIII. That every Consumer of Gas of the Company shall, upon Request in Writing by the Company, consume Gas by Meter, to be found and provided by the Company, if the Consumer do not think fit to provide it at his own Expense: Provided always, that in every Case in which the Company require the Consumer to consume Gas by Meter, and the Company and the Consumer fail to agree as to the Remuneration to be paid by the Consumer for the Hire or Use of the Meter, the Amount of the Remuneration shall be decided under the Provisions of "The Lands Clauses Consolidation Act, 1845,"

1845," by Two Justices, as if it were a Case of disputed Compensation not exceeding Fifty Pounds.

And with respect to the Market, be it enacted as follows:

10 & 11 Vict. c. 14. incorporated with this Act.

XLIV. That "The Markets and Fairs Clauses Act, 1847," is incorporated with this Act.

Compensation for Rights of existing Market.

XLV. That the Company may from Time to Time agree with the Owners of the Market now held in *Lowestoft* or the Tolls arising therefrom for the Release or Extinguishment of all or any of their Franchises, Tolls, Rights, and Interests with respect to that Market, and every such Agreement may be on such Terms and Conditions whatsoever as are mutually agreed on: Provided always, that if the Company interfere with that Market, without having agreed for such Release or Extinguishment, they shall make Compensation to all such Owners according to the Provisions of "The Lands Clauses Consolidation Act, 1845."

Power to construct Market.

XLVI. That (subject to the Provisions of this Act) the Company may construct, upon any Lands which they acquire under the Powers of this Act, a Market House, with all necessary Buildings and Works, for the Sale of such marketable Commodities and Live Cattle as the Company from Time to Time think fit to be sold therein: Provided always, that the Market Place, except for Cattle, shall be in the upper or old Town of *Lowestoft*, and as near to the Site of the existing Market Place there as the Company think convenient.

Power to erect Slaughter-houses.

XLVII. That the Company may make or provide such Slaughter-houses as shall from Time to Time be sufficient for the slaughtering of Cattle for the Supply of the Town of *Lowestoft* and the Neighbourhood thereof, and such Slaughter-houses shall be deemed Part of the Market Place for Cattle.

As to slaughtering on Farms.

XLVIII. Provided always, That this Act shall not prevent the Occupiers of Farms within the Limits of this Act from slaughtering upon such Farms any Cattle belonging to them.

Power to take Tolls for Market, as in Schedule (B.);

XLIX. That the Company may from Time to Time demand and take from any Person occupying or using any Shop, Stand, Stall, Shed, Station, or Place in the Market Place to be provided under this Act, or the Buildings or Ground connected therewith, or bringing into such Market Place, Buildings, or Ground any Live Cattle or marketable Commodity specified in the Schedule (B.) to this Act annexed, such Tolls as the Company from Time to Time appoint, not exceeding those specified in that Schedule.

L. That

for Slaughter-houses, as in Schedule (C.);

L. That the Company may from Time to Time demand and take from any Person slaughtering Cattle in any Slaughter-house belonging to the Company any Tolls not exceeding those specified in the Schedule (C.) to this Act annexed.

and for weighing and measuring, as in Schedule (D.)

LI. That the Company may from Time to Time demand and take for the weighing or measuring of any Article sold or brought for Sale by Weight or Measure in the Market Place or the Buildings or Ground connected therewith, from any Person having any such Article weighed or measured at the Weighing Houses or Places provided by the Company, any Tolls not exceeding those specified in the Schedule (D.) to this Act annexed.

Power to lease Slaughter-houses, &c.

LII. That the Company may from Time to Time demise and let the Slaughter-houses, Weighing Houses or Places and Machines, or any of them, or the Tolls or any of them, for any Period not exceeding Three Years, upon such Terms and Conditions as the Company and their Lessees mutually agree on.

Tolls may be taken by Lessees and Officer

LIII. That the several Tolls respectively specified in the Schedules (B.), (C.), and (D.) may be demanded and taken by the Officers of the Company and their Lessees respectively.

Power to lease Stalls, &c.

LIV. That the Company may let any of the Stalls, Shops, Benches, Standing Places, or other Conveniences in the Market Place to any Person for any Term not exceeding Three Years, at such Rent and on such Terms and Conditions as are mutually agreed on.

Power to assign Leases.

LV. That the Lessee of any such Stall, Shop, Bench, Standing Place, or other Convenience, his Executors, Administrators, and Assigns, with the Consent of the Company, may assign the same for the Residue of his Term.

And with respect to sundry Matters, be it enacted as follows:

Power to lease Water and Gas Rates.

LVI. That the Company may lease all or any of the Rates or Rents payable to them for Water, or for Gas, or for Gas Meters, under this Act, to any Person, for any Term not exceeding Three Years, and for and upon such Rents, Covenants, and Conditions as the Parties agree on: Provided always, that any such Lease shall not defeat or abridge the Powers by "The Waterworks Clauses Act, 1847," and "The Gasworks Clauses Act, 1847," respectively given to the Court of Quarter Sessions, of directing the Reduction of the Rates for Water and Gas respectively, and the Company shall reduce those Rates respectively as if a Lease thereof had not been granted.

Not to abridge Powers of 10 & 11 Vict. cc. 15. and 17.

LVII. That

Recovery of Rates, not disputed, by Distress.

LVII. That all Water Rates and Gas Rates, Tolls, or Rents due to the Company, and all Damages, Costs, and Expenses by this Act directed to be paid, and the Amount of which is not disputed, may be levied by Distress, and any Justice, on Application by the Company, shall issue his Warrant accordingly, and any Warrant of Distress under this Act may comprise in the Body thereof or any Schedule thereto several Names and several Sums.

Costs of Distress.

LVIII. That any Justice who issues any Warrant of Distress for the Recovery of any Money payable under this Act may order that the Costs of the Proceedings for the Recovery of such Money shall be paid by the Person liable to pay such 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.

Recovery of Rates, &c. otherwise than by Distress.

LIX. That this Act or anything therein contained shall not prevent the Company from recovering any Money not exceeding Fifty Pounds due to them for any Rates, Tolls, Rents, Damages, Costs, or Expenses, by proceeding in any Court of competent Jurisdiction.

Expenses of Act.

LX. That all the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be paid by the Company.

SCHE-

SCHEDULES referred to in the foregoing Act.

SCHEDULE (B.)

Market Tolls.

FOR THE MARKET.

	£	s.	d.
For every covered and uncovered Shed, Stall, Bulk, Block, Trestle, Standing-place, or Station used by any Person for exposing to Sale Flesh Meat, Cheese, Bacon, Pickled Pork, Fish, or any other Live or Dead Victuals, Fruit, Glass, Earthenware, or other Goods, Article, Commodity, or Thing whatsoever, (except as herein otherwise specially charged,) Tolls not exceeding the following per Day may be taken:			
Not exceeding 6 Feet by Five Feet		0	6
Not exceeding 9 Feet by Five Feet		0	9
Not exceeding 12 Feet by 5 Feet		1	0
And for every 3 Feet above, for Stations only, One Penny Halfpenny in addition.			
On uncovered Stall the same Excess of Tolls for an Increase of Width beyond 5 Feet as in the Case of covered Stalls.			

CARTS.

For every Cart used by any Person for exposing or in which shall be exposed to Sale any Article, Commodity, or Thing, the following Tolls per Day:			
If drawn by One Horse	0	0	9
If drawn by Two Horses	0	1	0
Waggons, used for the like Purposes, per Day	0	1	9
If drawn by One Ass	0	0	6
If drawn by Two Asses	0	0	9

BUTTER.

For every Basket, Parcel, or Quantity of Butter not exceeding 12 Pounds Weight, per Day	0	0	1½
For each additional 6 Pounds Weight, per Day	0	0	0½

POULTRY AND PIGS.

For Poultry, including Fowls, Chickens, and Ducks, Wild Fowls, Pigeons, and Rabbits; namely,			
Not exceeding Three Couple, per Day	0	0	1
For each additional Three Couple, per Day	0	0	1
For every Turkey or Goose, per Day	0	0	1
For every Hog or Pig, per Day	0	0	3
For every Sucking Pig, per Day	0	0	1

EGGS.

	£	s.	d.
For every Basket, Parcel, or Quantity of Eggs under Two Dozen	0	0	1
For each additional Dozen - - - - -	0	0	0½

GENERAL TOLLS.

For every Basket, Hamper, Parcel, or Quantity of any other Goods, Commodity, Article, or Thing exposed or offered for Sale there, not before specifically charged or enumerated, or falling within any of the preceding Heads; (that is to say,)			
Not containing more than One Bushel - - -	0	0	1
Every additional Half Bushel - - -	0	0	0½

FOR THE CORN MARKET.

For every Office or Box for the Transaction of Business within the Market, any Sum not exceeding, per Week - - -	0	2	0
For every Stand or Standing-place occupying a Space not more than Nine Feet Superficial Measure on the Ground or Floor, for selling or exposing to Sale any Malt, Seeds, Hops, or other agricultural Produce, any Sum not exceeding, for each Market Day - - - - - - -	0	1	0
If occupying a larger Space, then for every additional Superficial Foot, for each Market Day not exceeding - - -	0	0	2

FOR THE CATTLE MARKET.

For the Exposure to Sale of Horses, Cattle, or Live Stock, not exceeding as follows; (that is to say,)			
For every Bull, Ox, Cow, Heifer, or Steer - - -	0	0	4
For every Horse, Mare, or Gelding, Colt or Filly - -	0	0	6
For every Mule or Ass - - - - -	0	0	2
For every Calf - - - - - -	0	0	1
For every Pig - - - - - -	0	0	1
For every Sheep or Lamb - - - - -	0	0	0½

SCHEDULE (C.)

Slaughter-houses.

For every Bull, Ox, Cow, Bullock, Steer, or Heifer - -	0	1	0
For every Calf - - - - - -	0	0	6
For every Sheep or Lamb - - - - -	0	0	3
For every Hog or Pig - - - - -	0	0	9
For every other Beast - - - - -	0	1	0

SCHEDULE (D.)

Weighing and Measuring Tolls.

	£	s.	d.
For weighing every Piece of Meat or Thing weighing not more than Twenty Pounds Avoirdupois - - - -	0	0	0½
For weighing every Piece of Meat or Thing weighing more than Twenty Pounds Avoirdupois and not exceeding One hundred Pounds - - - - - - - -	0	0	1
And so in proportion for any greater or smaller Quantity than One hundred Pounds Weight over and above One hundred Pounds Weight.			
For measuring every Quantity of Goods and Things sold by Measure, not exceeding One Bushel - - - -	0	0	0½
For measuring every Quantity more than a Bushel and not exceeding Two Bushels - - - - - -	0	0	1
And for every Bushel beyond Two Bushels - - - -	0	0	0½

Weighing Machines.

For weighing any Cart, Waggon, or other Carriage not exceeding One Ton - - - - - - - -	0	1	0
And so in proportion for any greater or smaller Weight than One Ton.			

SCHE-

SCHEDULE (E.)

DESCRIPTION of LANDS which may be taken for MARKET and GASWORKS.

Parish of Lowestoft in the County of Suffolk.

Situation of Property.	Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
	FOR MARKET.			
High Street -	The present Market Place, and Way over same to Queen's Head Hotel.	Thomas Morse -	Frederick Morse	Frederick Morse and John Mayhew.
	The Queen's Head Hotel, Assembly Room, Tap, Coach Office, Washhouse, Cellars, Yard, and Ground.	Thomas Morse -	Frederick Morse and John Mayhew.	John Mayhew and James Bunn.
	Queen's Head Hotel Yard, and Seven Stables, Four Coach-houses, Harness-house, Knife-house, Hen-house, and Outbuildings in the said Yard at the Back of Queen's Head Hotel.	Thomas Morse -	Frederick Morse	John Mayhew.
	Shop under Assembly Room.	Thomas Morse -	Frederick Morse	Cephas William Clarke.
	Warehouse and Shop under Assembly Room.	Thomas Morse -	Frederick Morse	John Barber and William Boggis.
	Shop under Assembly Room.	Thomas Morse -	Frederick Morse	John Cooper.
	Shop and Warehouse under Assembly Room.	Thomas Morse -	Frederick Morse	Michael Field.
	Dwelling House, Shop, Workshop, Cellar, Yard, and Outbuildings.	John Hanner -	- - -	John Hanner.
	Dwelling House, Shop, Yard, Cellar, Outbuildings, and Passage.	Stephen Gowing and John Hanner.	- - -	Frederick Josiah Dore and John Hanner.
	The Crown Hotel -	Job Copeman -	- - -	Job Copeman.
Bell Lane -	Crown Hotel Yard, Six Stables, Harness-house, Four Coach-houses, and Outbuildings in same Yard at the Back of Crown Hotel, and Way or Passage over Yard.	Job Copeman, Stephen Gowing, and John Hanner.	- - -	Job Copeman, Stephen Gowing, and John Hanner.
	Bowling-green, Verandah, Bowling-green House, and Mixing Bar.	Job Copeman -	- - -	Job Copeman.
	Dwelling House - -	Job Copeman -	- - -	Edward Ebenezer Morter.
	Beer-house called Rose and Crown, Skittle Ground, Shed, and Yard, Stable, Cart-shed, Coal-houses, and Outbuildings.	William Youngman the younger.	- - -	John Scarll.

The Lowestoft Water, Gas, and Market Act, 1853.

Situation of Property.	Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
FOR MARKET—*continued.*				
Bell Lane—*contd.*	Passage - - -	Charles Cleveland and Samuel Capps.	- - -	Robert Watson and Samuel Prettyman.
	Dwelling House, Shop, Yard, and Outbuildings.	Charles Cleveland.	- - -	Unoccupied.
	Flour Shop, Dwelling House, Yard, and Outbuildings.	Charles Cleveland.	- - -	Robert Watson.
Back Street -	Dwelling House, Yard, and Outbuildings.	Samuel Capps -	- - -	Samuel Prettyman.
	Dwelling House, Yard, and Outbuildings.	William Goldsmith.	- - -	William Reynolds.
	Dwelling House, Yard, and Outbuildings.	William Goldsmith.	- - -	Daniel Mewse.
	Dwelling House, Yard, and Outbuildings.	William Goldsmith.	- - -	Mary Moyse.
	Dwelling House, Yard, Stable, Cowhouse, and Outbuildings.	William Goldsmith.	- - -	William Goldsmith.
	Beerhouse called the White Horse, Shop, Cellar, Yard, and Outbuildings.	Richard Ferrier the younger.	- - -	Robert Garwood.
Compasses Lane.	Passage and Muckbin -	Richard Ferrier the younger and Abel Bly the younger.	- - -	Robert Garwood, Able Bly the younger, Elizabeth Barber, and Mary Ward.
	Dwelling House, Washhouse, Yard, and Outbuildings.	Abel Bly the younger.	- - -	Mary Ward.
	Dwelling House, Washhouse, Yard, and Outbuildings.	Abel Bly the younger.	- - -	Elizabeth Barber.
	Dwelling House, Washhouse, Yard, and Outbuildings.	Abel Bly the younger.	- - -	Abel Bly the younger.
	Barn, Stable, Cowhouse, and Yard at Back of Queen's Head Hotel Yard, and Buildings.	Thomas Morse -	Frederick Morse	John Goldsmith and Robert Goldsmith.
	Stable - - -	Thomas Morse -	Frederick Morse	Frederick Morse and Henry Glasspoole Woods.
	Uninclosed Ground -	Thomas Morse -	Frederick Morse	Frederick Morse, Henry Glasspoole Woods, John Goldsmith, Robert Goldsmith, and John Mayhew.

The Lowestoft Water, Gas, and Market Act, 1853.

Situation of Property.	Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
	FOR GASWORKS.			
Beach -	Shed used for curing Herrings.	William Rose -	- - -	William Rose.
	Shed - - -	Jeremiah Ling -	- - -	Benjamin Day.
	Shed - - -	Horace Ward -	- - -	Horace Ward.
	Shed - - -	Thomas Browne Liffen.	- -	Thomas Browne Liffen.
	Stable - - -	James Callow -	- - -	John Beckett.
	Stable - - -	James Callow -	- - -	John Hall.
	Shed - - -	Richard Saunders	- - -	Richard Saunders.
	Shed - - -	Elizabeth Turrell	- - -	Henry Burwood Turrell.
	Shed - - -	Robert Hall -	- - -	Robert Hall.
	Stable and Yard -	Rev. Francis Morse	Frederick Morse	William Rose.
	Tanhouse - -	William Capps -	- - -	William Capps.
	Stable - - -	Isaac Hall -	- - -	Charles Colman.
	Shed - - -	Richard Seamons	- - -	Richard Seamons.
	Stable - - -	Henry Hall -	- - -	Henry Hall.
	Shed - - -	Elizabeth Cook -	- - -	John Cook and Henry Cook.
	The Part of the Waste of the Manor of Lowestoft called "The Beach," adjoining to the Lowestoft Gasworks on the North, East, and South Sides thereof, and lying between a Road or Way leading from Rants Score over the said Beach to the Sea Shore on the North, and another Road or Way leading from Whapload Way, near Wildes School Score, over the said Beach to the Sea Shore on the South, and between the said Lowestoft Gasworks and a Road or Way on the West Side thereof over the said Beach on the West, and a Line drawn across the said Waste or Beach Eastward of the said Lowestoft Gasworks, between the said Two first-mentioned Roads or Ways on the East, and being of the Length on the North Side thereof of Eighty Yards, and on the South Side thereof of Sixty Yards or thereabouts.	The Lord of the Manor of Lowestoft, Samuel Morton Peto, Esq.		

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