ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

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Cap. cvii.

An Act to incorporate the Proprietors of the *North Cheshire* Waterworks Company, Limited, and to confer on them further Powers for the Supply of Water; and for other Purposes.

[23d *June* 1864.]

WHEREAS the *North Cheshire* Waterworks Company, Limited, (herein-after called "the Limited Company,") were on the Tenth Day of *February* One thousand eight hundred and fifty-seven incorporated under "The Joint Stock Companies Act, 1856," for the Purpose of supplying Water to the Localities of *Altrincham*, *Bowdon*, *Dunham*, and *Sale*, all in the County of *Chester*, and such other Places as the Limited Company might from Time to Time determine, and by the Memorandum of Association of the Limited Company their Capital was fixed at Fifteen thousand Pounds: And whereas the Capital of the Limited Company was some Time since increased to Twenty thousand Pounds by Resolution of the Company duly come to in accordance with the Provisions of "The Joint Stock Companies Act, 1856:" And whereas the Limited Company have expended the Sum of Twenty thousand Pounds or thereabouts in laying down Mains and Pipes for the Supply of Water to the Places aforesaid, and in erecting a Meter House at *Old Trafford*, and otherwise in relation to such Supply: And whereas it

would be to the Advantage of the Limited Company and of the Public that the Limited Company should be dissolved and re-incorporated, and that the Provisions of "The Waterworks Clauses Acts, 1847 and 1863," should be made applicable to their Undertaking: And whereas it is expedient that the Company to be incorporated by this Act should be empowered to purchase all Estates, Terms, and Interests (if any) not already acquired by or vested in the Limited Company in the Site of the said Meter House: And whereas Plans and Sections of the existing Works of the Limited Company showing the Situation, Lines, and Levels thereof, and Plans of the Lands which may be taken under the Powers of this Act, have been deposited with the respective Clerks of the Peace for the County Palatine of *Lancaster* and for the County of *Chester*: And whereas the Limited Company obtain their Supply of Water from the Mayor, Aldermen, and Citizens of the City of *Manchester* (herein-after called "the *Manchester* Corporation") under and by virtue of certain Articles of Agreement dated the Twenty-fourth Day of *March* One thousand eight hundred and fifty-eight, and made between the *Manchester* Corporation of the one Part, and the Limited Company of the other Part, a Copy of which Articles of Agreement is set forth in the First Schedule to this Act: And whereas the *Manchester* Corporation and the Limited Company have since entered into the Memorandum of Agreement, a Copy of which is set forth in the Second Schedule to this Act, altering or modifying in some respects the said Articles of Agreement of the Twenty-fourth Day of *March* One thousand eight hundred and fifty-eight: And whereas it is expedient that the said Articles of Agreement of the Twenty-fourth Day of *March* One thousand eight hundred and fifty-eight as so altered or modified, and also the said Memorandum of Agreement, be confirmed and sanctioned and made applicable to the Company incorporated by and to the Supply of Water under the Provisions of this Act: And whereas 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,)

Short Title.

1. In citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "*North Cheshire* Water Act, 1864."

8 & 9 Vict. cc. 16. & 18., 10 & 11 Vict. c. 17., 23 & 24 Vict.

2. The several Acts of Parliament following, (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Companies Clauses Act, 1863," (except Part IV. relating to Change of Name,) "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation

Consolidation Acts Amendment Act, 1860," and "The Waterworks Clauses Acts, 1847 and 1863," (save in so far as the Provisions of those Acts are expressly varied or excepted by this Act,) shall be incorporated with and form Part of this Act; and in construing those Acts respectively in connexion with this Act the Expression "the Special Act" shall mean this Act; the Expressions "the Company" and "the Undertakers" shall respectively mean the Company by this Act incorporated; the Expressions "the Undertaking" and "the Waterworks" shall include all the Mains, Pipes, Meter House, and other Works by this Act vested in that Company, as well as those which may be laid down and provided by them under the Powers of this Act or of the Acts incorporated therewith; the Expression "Quarter Sessions" shall mean the Court of General or Quarter Sessions of the Peace holden for the County of *Chester*; the Term "Superior Courts" shall include any Court of competent Jurisdiction as in this Act defined; and the Expression "Court of competent Jurisdiction," and every like Expression, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used where a common Simple Contract Debt, and not a Debt or Demand created by Statute.

c. 106., and 26 & 27 Vict. cc. 93 & 118. incorporated.

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

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

4. In this Act the Expression "the Limited Company" shall mean the *North Cheshire* Waterworks Company, Limited, as existing immediately before the passing of this Act; the Expression "the new Company" shall mean the Company hereby incorporated, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction; and the Word "Share" shall include Stock.

Construction of Terms.

5. Subject to the Provisions of this Act, with respect to the Maintenance and Use of the existing Mains, Pipes, Meter House, and Works, the Limits of this Act for the Supply of Water shall be and include the several Parishes of *Bowdon*, *Ashton-upon-Mersey*, *Northen*, *Warburton*, and *Lymm*, all in the County of *Chester*.

Limits of Act.

6. The present Members of or Proprietors in the Limited Company, and all other Persons and Corporations who shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be and they are hereby united and incorporated into a Company for the Purpose of supplying Water within the Limits of this Act, and for doing all Acts necessary for

Incorporation of Company.

for that Purpose, and for other the Purposes by this Act and the said incorporated Acts authorized, by and under the Name of "the *North Cheshire* Water 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.

Present Property vested in Company incorporated by this Act.

7. All Aqueducts, Conduits, Mains, Pipes, Engines, Apparatus, Lands, Works, Meter Houses, Erections, Buildings, Rights and Easements, Monies, Securities, Deeds, Papers, Books, Plans, Choses in Action, Effects, Claims and Demands, Rights and Remedies whatsoever, which immediately before the passing of this Act were vested in the Limited Company or any Person on their Behalf, or of or to which the Limited Company or any Persons on their Behalf were seised, possessed, or entitled, either at Law or in Equity, or otherwise howsoever, and all Mains, Pipes, Plugs, 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, and which immediately before the passing of this Act were the Property of or belonging to the Limited Company or any Person on their Behalf, shall be and the same are hereby vested in the new Company to the same Extent and for the same Estate and Interest as the same respectively were at the Time of the passing of this Act vested in the Limited Company or any Person on their Behalf, and may be held, used, and enjoyed accordingly, subject however to the Payment by the new Company of the same Chief, Ground, or other Rents, Sums, or Considerations, and to the Observance and Performance of the same Covenants, Conditions, and Agreements (if any), as the Limited Company were, or if this Act had not been passed would have been, liable to pay, observe, and perform, and the new Company may, according to the Provisions of this Act, maintain, renew, and use or remove such of the said Aqueducts, Conduits, Mains, Pipes, Engines, and Apparatus as are shown upon the Plans and Sections deposited as aforesaid, and by means thereof continue the Supply of Water from the existing Source of such Supply.

Saving previous Rights and Liabilities.

8. Notwithstanding the Incorporation of the new Company, 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 Limited Company shall be as valid as if the new Company had not been incorporated, and such Incorporation 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 new Company were not incorporated and this Act were not passed, would be incident to

and

and consequent on any and every thing so done or suffered; and with respect to all such Rights, Liabilities, Claims, and Demands, the new Company shall to all Intents and Purposes represent the Limited Company: Provided always, that the Generality of this Enactment shall not be limited or confined by any of the Provisions of this Act.

Not to use Drain, &c. communicating with Canal of the Bridgewater Trustees without Consent;

9. Nothing in this Act contained shall authorize or empower the new Company to use, without the written Consent of the Trustees of *Francis* late Duke of *Bridgewater*, or of the Owners for the Time being of the *Bridgewater* Canal, or of their principal Agent for the Time being, any Drain or Culvert constructed by the Limited Company or the new Company, and communicating with the Canal of the said Trustees.

nor any Plug upon any Bridge over the Canal.

10. It shall not be lawful for the new Company to construct, use, or maintain any Plug or Plugs, or other like Work, whereby Water can flow or escape from the Mains or Pipes of the new Company, upon any Bridge now or hereafter to be erected over the Canal of the Trustees of *Francis* late Duke of *Bridgewater*, or upon any Road or Path over the same Bridge.

Battlements of Bridges over Bridgewater Canal to be raised before Roads raised.

11. In the Execution of the Powers of this Act it shall not be lawful for the new Company to raise any Footpath or Carriageway upon, across, or along any Bridge over the Canal of the Trustees of the late Duke of *Bridgewater* until the new Company shall in every such Case have previously raised the Battlements or Parapets of every such Bridge to the entire Satisfaction of the Engineer for the Time being of the said Trustees, or other the Owners for the Time being of the Canal of the said Trustees, to a Height which shall be as much above the Level of such Footpath or Carriageway (as the Case may be) when so raised as the Battlements or Parapets now existing of such Bridge are at present above the Level of the existing Footpath or Carriageway (as the Case may be).

Certain Works to be executed so as not to injure Bridges over Bridgewater Canal.

12. The Works authorized by this Act shall be made and executed upon, over, or along any Bridge over the Canal of the Trustees of the late Duke of *Bridgewater*, or in connexion therewith, in such Manner as not to injure, affect, or interfere with the Fabric or main Structure of such Bridge.

As to Alterations of Bridges over Bridgewater Canal.

13. If in the Opinion of the Trustees of the late Duke of *Bridgewater*, or other the Owners for the Time being of the Canal of the said Trustees, it shall at any Time hereafter, for the Purpose of repairing or altering any Bridge over their Canal upon, over, or along which any of the Limited Company's or the new Company's Pipes or other

other Works may have been or shall hereafter be placed, become necessary to alter or remove any such Pipes, the new Company shall, upon receiving One Calendar Month's Notice in Writing so to do, and under the Direction and to the Satisfaction of the Engineer for the Time being of such Trustees or Owners, alter the Course or Level of or remove such Pipes or Works of the new Company accordingly, and the said Trustees or Owners shall repay to the new Company all reasonable Costs, Damages, and Expenses which the new Company may incur or be put unto by or by reason or in consequence of such Alteration or Removal: Provided always, that the new Company shall not be bound to alter the Course or Level of or remove any such Pipes or Works as aforesaid unless and until the said Trustees or Owners shall have provided or procured for the new Company a Site or Sites for and the Means of laying down and maintaining such Pipes and Works in another and (as nearly as may be) equally convenient Position, it being the Intent and Meaning of this Provision that the new Company shall at all Times hereafter have and enjoy a full and uninterrupted Supply of Water through the said Mains, Pipes, and Works without Let or Hindrance by or on the Part of the said Trustees or Owners.

Saving Rights of the Bridgewater Trustees.

14. Nothing in this Act contained, save as is herein provided, shall in any Manner take away or prejudice any of the Rights, Powers, and Authorities vested in the Trustees of the late Most Noble *Francis* Duke of *Bridgewater* under any Act or Acts of Parliament.

Confirming Agreement with Corporation of Manchester.

15. The Articles of Agreement dated the Twenty-fourth Day of *March* One thousand eight hundred and fifty-eight, and made between the *Manchester* Corporation of the one Part and the Limited Company of the other Part, and a Copy whereof is set forth in the First Schedule to this Act, (except so far as the Provisions of the said Articles of Agreement are altered or modified by the Memorandum of Agreement, a Copy whereof is set forth in the Second Schedule to this Act, and also except as to such Part of the said Articles of Agreement as empowers or purports to empower the *Manchester* Corporation in certain Events to stop the Supply of Water to the new Company,) and the Memorandum of Agreement dated the Nineteenth Day of *February* One thousand eight hundred and sixty-four, also made between the *Manchester* Corporation of the one Part and the Limited Company of the other Part, and a Copy whereof is set forth in the Second Schedule to this Act, are hereby confirmed and sanctioned (the new Company being in reference thereto substituted for the Limited Company), and shall (as so confirmed and sanctioned, but subject to such Alterations and Modifications as may be mutually made in the same) be executed and carried into effect accordingly by the *Manchester* Corporation and by the new Company respectively,

and

and the Localities mentioned in the said Articles of Agreement shall be deemed to include all Parts and Places within the Limits of this Act: Provided always, that no Alteration or Modification in the said Articles of Agreement or Memorandum of Agreement to be made as aforesaid shall have any Operation unless and until such Alteration or Modification shall have been approved by the Board of Trade.

Water Rent to Manchester Corporation may, if in arrear, be enforced by Appointment of a Receiver.

16. In Case any of the quarterly Payments mentioned in the said Articles of Agreement to be made by the new Company to the *Manchester* Corporation, together with the Interest due thereon, shall not be paid within Two Calendar Months next after any of the said quarterly Days by the said Articles of Agreement appointed for Payment thereof, the *Manchester* Corporation, without Prejudice to their Right to sue for the Monies so in arrear in any Court of Law or Equity, may, by an Application to be made as herein-after provided, require the Appointment of a Receiver of the Water Rates or Rentals or other like Sums receivable by the new Company.

Appointment of Receiver.

17. Every such Application for a Receiver shall be made and the Receiver shall be appointed in manner provided by the Fifty-fourth Section of "The Companies Clauses Consolidation Act, 1845," and the Receiver shall have all the Powers and Authorities of a Receiver appointed under that Section.

Maintenance of the new Company's Main under the Manchester South Junction and Altrincham Railway.

18. It shall be lawful for the new Company at their Expense to retain and continue (subject as herein-after provided) the Pipe or Main for the Conveyance of Water already laid down along the Turnpike Road from *Stockport* to *Warrington* under the Line of Railway of the *Manchester South Junction and Altrincham* Railway Company, in the Township of *Altrincham*, at the Point where the said Railway crosses the said Turnpike Road on the Level, and also to retain and continue (subject as herein-after provided) a Pipe already laid down at *Old Trafford* under the Line of the said Railway for draining Water from the existing Meter House of the new Company at *Old Trafford* into the *Bridgewater* Canal, and to use the same Pipe or Main and the said Pipe for Drainage respectively, and to repair or renew the same from Time to Time when necessary, but so nevertheless that such Repairs or Renewals shall be made and performed at such Time or Times and in such Manner as the Engineer for the Time being of the said Railway Company shall direct, and to his Satisfaction.

Company to remove Main on Request of Railway Company.

19. If at any Time the Existence of the said Main or Pipe and the said Pipe for Drainage, or either of them, shall in the Opinion of the Engineer for the Time being of the said Railway Company become dangerous to the Line of the said Railway, or the Traffic passing over the

the same, or it shall become necessary from any other reasonable Cause that the said Main or Pipe or the said Pipe for Drainage should be removed, the new Company shall, on being required so to do, forthwith at their own Expense remove the same to some other Place or Places as reasonably convenient for the new Company under the said Railway as Circumstances will admit of, such Place or Places to be selected by the said Railway Company, and the Works connected with such Removal or Removals shall be executed at such Time or Times as the Engineer for the Time being of the said Railway Company shall direct, and to his Satisfaction in all respects: Provided always, that the new Company shall not be required or be bound to remove any such Main or Pipe or such Pipe for Drainage unless and until the said Railway Company shall have specified by Writing under the Hand of their Secretary and shall have selected such other Place or Places as aforesaid for the laying of such Main or Pipe or such Pipe for Drainage, as the Case may be, nor until the new Company shall have laid down under or in such other Place or Places a new Main or Pipe or a new Pipe for Drainage, as the Case may be, it being the Intent and Meaning of this Provision that the new Company may at all Times hereafter have and enjoy the Facilities aforesaid of a full and uninterrupted Supply of Water through the said Main or Pipe, and of Drainage as aforesaid, under the said Railway, without Let or Hindrance by or on the Part of the said Railway Company; but it is hereby expressly enacted that the new Company shall not, under or by virtue of any of the Powers conferred upon them by this Act, impede, obstruct, or endanger the safe working of the said Railway or the Traffic thereof, and that they shall indemnify the said Railway Company against all Damage, Loss, Claim, Cost, Charge, Expense, and Responsibility by reason or on account of the said Main or Pipe and the said Pipe for Drainage, and of such substituted Pipes or Works as aforesaid, or any of them, and the Existence, Maintenance, Repair, Removal, or Construction thereof respectively, and otherwise by reason of the Exercise of the Powers conferred upon the new Company by this Act.

Contracts prior to Acts to be binding.

20. All Deeds, Bonds, Contracts, and Agreements, Securities, Arbitrations, Awards, and other Acts and Things done, made, instituted, executed, or entered into before the passing of this Act by, with, or with reference to the Limited Company, or any Trustees or Persons acting on behalf of the Limited Company, in relation to their Affairs, and now in force, shall be as binding and of as full Force and Effect in all respects against, in favour of, or with reference to the new Company, and may be enforced as fully and effectually, as if instead of the Limited Company, or the Trustees or Persons acting in behalf of the Limited Company, the new Company had been a Party or privy thereto.

21. Nothing

Actions, &c. not to abate.

21. 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 Limited Company, or to which the Limited Company were or was a Party 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 new 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 Limited Company if this Act had not been passed, the new Company being in reference to the Matters aforesaid in all respects substituted for the Limited Company.

Water Rates due to be recovered by new Company.

22. All Water Rates and Rents which immediately before the passing of this Act were due and payable or accruing due and payable to the Limited Company shall be payable to and may be collected and recovered by the new Company in like Manner as the Water Rates by this Act authorized to be taken.

Debts due to and by Limited Company to be paid to and by new Company.

23. All Persons who immediately before the passing of this Act owed any Sum of Money to the Limited Company, or to any Person on their Behalf, shall pay the same, with all Interest (if any) due or to accrue due for the same, to the new Company; and all Debts and Monies which immediately before the passing of this Act were due or owing by or recoverable from the Limited Company, or for the Payment of which the Limited Company are or but for this Act would be liable, shall be paid, with all Interest (if any) due or to accrue due thereon, by or be recoverable from the new Company.

Calls due to be paid to new Company.

24. All Calls made by the Limited Company, and not paid before the passing of this Act, shall be payable to and may be enforced by the new Company either immediately, or, as the Case may be, at such Time or Times as the same would have been payable to and might have been enforced by the Limited Company if they had not been dissolved by this Act.

Officers to continue.

25. Every Clerk or other Officer and Servant of the Limited Company in Office at the Time of the passing of this Act shall hold and enjoy his Office and Employment, with the Salary thereunto annexed, and be deemed an Officer or Servant of the new Company, until he be removed from such Office and Employment, and shall have the like Power and Authority for the Purposes of this Act, and be subject to the like Power of Removal, Rules, Regulations, Pains and Penalties, in all respects whatsoever as if he were appointed under this Act.

Trustees of the dissolved Company to

26. Every Trustee or other Person in whom or in whose Name any Lands, Works, Erections, Buildings, or Property belonging to the

be indemnified.

the Limited Company were vested immediately before the passing of this Act, and who (being authorized so to do) has entered into any Bond, Covenant, Contract, or Engagement in respect of or with reference to such Lands, Erections, Buildings, or Property, or any other Contract, on behalf of the Limited Company, shall be indemnified and saved harmless out of the Funds or Property of the new 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.

27. The Capital of the new Company shall be Thirty-six thousand Pounds, and shall (subject to the Provisions herein-after contained as to the Creation of Half Shares of Five Pounds each) consist of Three thousand six hundred Shares of Ten Pounds each.

Appropriation of Part of Capital.

28. Subject to the Provisions of this Act, Twenty thousand Pounds of the said Capital shall belong and be appropriated to the several Persons and Corporations who immediately before the passing of this Act were Proprietors of or interested in the Capital or Joint Stock of the Limited Company, in proportion to their respective Shares or Interest at that Time in the Capital of the Limited Company; and so much of the said Twenty thousand Pounds of the said Capital as is equal to the nominal Value of all the Shares in the said Capital or Joint Stock of the Limited Company, other than Shares held singly, or odd Shares remaining after dividing by Two any odd Number of Shares held by the same Person or Persons, is hereby vested in the several Persons and Corporations who immediately before the passing of this Act were Proprietors of or interested in the Shares of the Capital or Joint Stock of the Limited Company (other than the Shares so held singly, and excluding such odd Shares as aforesaid), in proportion to their respective Shares or Interest at that Time in the Capital of the Limited Company.

Power to create Half Shares for certain Purposes.

29. And whereas the present Capital of the Limited Company consists of Shares of Five Pounds each, and divers of the Persons or Corporations being such Proprietor or Proprietors, or interested in the Capital or Joint Stock of the Limited Company as aforesaid, are the Holders of One Share only, or of an odd Number of Shares in that Capital or Joint Stock: Therefore the new Company may and shall, at the First Ordinary General Meeting of the Proprietors of that Company held after the passing of this Act, create such Number of Shares (to be called Half Shares) of Five Pounds each in the Capital of the new Company as shall be equal to the Number of single Shares in the Capital or Joint Stock of the Limited Company which shall at the Time of the passing of this Act be held separately

separately as aforesaid, and of the odd Shares which will remain after deducting from the Number of odd Shares held by any Proprietor or Proprietors of the Capital of the Limited Company the Number of Shares exactly represented by Shares of Ten Pounds each in the Capital of the new Company; and upon the Creation of such Half Shares One of such Half Shares shall belong and be appropriated to and be vested in the Proprietor or Proprietors respectively of each such Share held singly, and each such odd Share as aforesaid, or his or their then legal Representative or Representatives: Provided always, that every Two such Half Shares shall be deemed to represent and be in lieu of One of the Shares of Ten Pounds each, of which the Capital of the new Company is by this Act declared to consist, and all such Half Shares shall form Part of the Twenty thousand Pounds of that Capital by this Act appropriated to the Proprietors of the Limited Company; provided also, that if at any Time after the Creation of such Half Shares Two of such Half Shares shall become vested in the same Person or Persons or Corporation, such Two Half Shares shall immediately thereupon become *ipso facto* consolidated into One Share of Ten Pounds, and shall for ever thereafter be dealt with accordingly.

Half Shares to be numbered.

30. Such Half Shares shall be numbered in arithmetical Progression, beginning with Number One, and every such Share shall be distinguished by its appropriate Number; and after the Consolidation of any Half Shares into Shares of Ten Pounds each, the last-mentioned Shares shall be numbered in arithmetical Progression next after the then existing Shares of Ten Pounds each, and shall thenceforth be distinguished by their appropriate Numbers.

As to the Word "Share" in incorporated Acts.

31. In construing in connexion with this Act the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," and of "The Companies Clauses Act, 1863," incorporated with this Act, the Word "Share" shall include "Half Share."

Scale of voting.

32. The Scale according to which Shareholders may vote in respect of their Shares and Half Shares shall be as follows: For every Five Pounds of the Capital of the Company up to Fifty Pounds, One Vote; for every Twenty-five Pounds of such Capital beyond the first Fifty Pounds up to Five hundred Pounds, One additional Vote; and for every Fifty Pounds of such Capital beyond the first Five hundred Pounds, One additional Vote.

Existing Trusts, &c. attached to new Shares.

33. Every Share and Half Share in the Capital so appropriated shall vest in the Person or Corporation entitled thereto upon the same Trusts, and subject to the same Powers, Provisions, Declarations, Agreements, Charges, Liens, and Incumbrances, as immediately before the passing of this Act affected the then existing Share in the Capital

Capital of the Limited Company for which it is substituted, and so as to give Effect to and not to revoke any Will or Testamentary or other Disposition of or affecting such then existing Share.

Power to raise Money by Creation of new Shares.

34. Subject to the Provisions of this Act, the new Company may from Time to Time or at any One Time, with the Approbation of Three Fifths at least of the Votes of the Shareholders present, in person or by proxy, at any Special Meeting of the new Company convened for that Purpose, raise by the Creation and Issue of new Shares the whole or such Part as for the Time being shall not be raised of the Sum of Sixteen thousand Pounds, the Residue of the Capital of Thirty-six thousand Pounds, and they may create and issue such new Shares or any Part thereof (as may be determined upon at any such Meeting) as new Ordinary Shares, or as new Preference Shares, and the raising of the Residue of the said Capital shall be deemed to be the raising of additional Sums within the Meaning of "The Companies Clauses Act, 1863:" Provided always, that no such new Share, whether ordinary or preference, shall be issued by the new Company unless and until a Sum equal to Twenty *per Centum* upon the nominal Value of such Share shall have been paid up in respect of such Share.

Dividends on new Shares.

35. Every Person who becomes entitled to any new Ordinary Share created under the Powers of this Act shall in respect of the same be a Shareholder in the new Company, and shall be entitled to receive Dividends with the other Proprietors in proportion to the whole Amount for the Time being paid up on such Share, but subject to the Limitation of Dividends in "The Waterworks Clauses Act, 1847," contained.

Defining financial Year.

36. The Year out of the Profits of which any Preference Shares issued under the Powers of this Act shall be entitled to the preferential Dividend or Interest assigned to them shall be the Year ending on the Thirty-first Day of *July*, or on such other Day as may from Time to Time be determined upon at any General Meeting of the Company.

Receipts on behalf of incapacitated Persons.

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

Calls on new Shares.

38. No Call to be made upon or in respect of new Shares created under the Powers of this Act shall exceed the Rate of One Fifth of the Amount of a Share, and the Interval between successive Calls shall be not less than Two Months, and not more than Four Fifths of the Amount of a Share shall be called up in any One Year.

39. And

Power to borrow on Mortgage.

39. And whereas the Limited Company have not raised any Monies on Mortgage or by borrowing: Therefore the new Company may at any Time and from Time to Time after the passing of this Act borrow on Mortgage any Sums not exceeding in the whole the Sum of Five thousand Pounds; and when and so soon as the whole of the said Sum of Sixteen thousand Pounds, the Residue of the said Capital, shall have been subscribed for or taken, and One Half thereof paid up, and the new Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," that the whole of the last-mentioned Sum, the Residue of the said Capital, is subscribed for or taken *bonâ fide*, and is held by Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, and that previously to the Issue of any new Share created under the Powers of this Act, forming Part of the said Residue of the said Capital, a Sum èqual to Twenty *per Centum* upon the nominal Value of such Share had been paid up in respect of such Share (of which Facts the Certificate of the Justice under that Section shall be sufficient Evidence), the new Company may from Time to Time borrow on Mortgage or Bond any further Sums not exceeding in the whole Four thousand Pounds.

Power to create Debenture Stock.

40. Subject to the Provisions with this Act incorporated of "The Companies Clauses Act, 1863," the new Company may create and issue Debenture Stock, and the preferential Interest which they may attach to such Stock shall not exceed the Rate of Five Pounds *per Centum per Annum*.

Application of Money.

41. All Money to be raised under the Provisions of this Act, whether by means of Shares or by Exercise of the Powers of borrowing, shall be applied to the Purposes by this Act authorized, and to no other Purpose.

General Meetings.

42. The First Ordinary General Meeting of the Proprietors of the new Company shall be held in the Month of *August* next after the passing of this Act, and the Balance Sheet to be produced at the First Ordinary General Meeting or any Adjournment thereof shall embrace and extend to all the Transactions, whether of the Limited Company or of the new Company, during the whole Year immediately preceding the Thirty-first Day of *July* then last past, and the Balance Sheet to be produced at each subsequent Meeting or any Adjournment thereof shall embrace and extend to the Transactions of the new Company during the Half Year immediately preceding the Thirty-first Day of *January* and the Thirty-first Day of *July* respectively next before the Meeting at which the same is produced.

Quorum of General Meetings.

43. The Quorum of any General Meeting of the new Company shall be Ten Proprietors holding Shares to the aggregate nominal Value of One thousand Pounds at the least in the Capital of the new Company.

Proxies of Corporations.

44. It shall not be necessary that any Proxy nominated by any Corporation, being a Member of such Corporation, should be a Proprietor in the new Company.

Number and Qualification of Directors.

45. The Number of Directors until the First Ordinary Meeting after the passing of this Act shall be Seven, and after that Meeting shall be such Number, not being less than Six nor more than Nine, as the new Company in General Meeting may from Time to Time determine, and the Qualification of a Director shall be the Possession in his own Right of Capital of the Company of the aggregate nominal Value of One hundred Pounds: Provided always, that in the Case of any Corporation holding Capital of the new Company which would if held by an Individual qualify him to be a Director, then the Amount so held by such Corporation shall be deemed a sufficient Qualification for the Office of Director for any One, but not at the same Time for more than One, Member of such Corporation.

First Directors.

46. *Thomas Chadwick*, *Robert Johnstone*, *James Galloway*, *Charles Holt*, *James Bent*, *William Nash*, and *William Sharp* shall be the First Directors of the new Company, and shall continue in Office until the First Ordinary General Meeting held after the passing of this Act, and at that Meeting the Proprietors present, personally or by proxy, shall elect a Body of Directors consisting of not less than Six nor more than Nine qualified Persons, the Directors appointed by this Act being eligible as Members of such new Body.

Quorum of Directors.

47. The Quorum of a Meeting of Directors shall be Three.

Members of Boards, &c. not disqualified.

48. Any Contract to be made with any Board, Corporation, or public Body under this Act shall not disqualify any of the Members of any such Board, Corporation, or public Body for the Office of Directors.

Purchase of outstanding Interests in Site of Meter House.

49. The new Company may, subject to the Provisions of "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," purchase all outstanding Reversions, Charges, Estates, Rights, and Interests (if any), not already acquired by or vested in the Limited Company, of, in, to, or affecting the Lands and Hereditaments upon which the said Meter House at *Old Trafford* has been erected.

50. The

Land for extraordinary Purposes.

50. The new Company may purchase or acquire from any Person willing to sell or grant the same any Lands not exceeding in Quantity Six Acres, or any Easements, Rights, or Privileges, other than Easements, Rights, or Privileges of or relating to the taking of Water in, over, or affecting any such Lands, for the Purpose of providing, constructing, and laying down any additional Tanks, Culverts, Pipes, Buildings, and Conveniences, or for other the Purposes of their Undertaking; and the Persons empowered by "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," respectively to sell and convey or release Lands shall have full Power to grant to the new Company any such Easement, Right, or Privilege, and, if they shall so think fit, in consideration of an annual Rentcharge.

Terms of Grants by Persons under Disability to be settled as provided by 23 & 24 Vict. c. 106.

51. The Amount of the Rentcharge or Compensation for any such Grant to be made by any Party under any Disability or Incapacity to sell and convey Lands as defined by "The Lands Clauses Consolidation Act, 1845," shall be ascertained and settled in manner provided by "The Lands Clauses Consolidation Acts Amendment Act, 1860," and be subject to all the Provisions with respect to Land granted or conveyed under the Provisions of the last-mentioned Act.

Rate at which Water is to be supplied for domestic Purposes.

52. The new Company shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street in which any Pipe of the new Company is or shall be laid, or on the Application of any Person who, under the Provisions of this Act, is entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for domestic Use at any Rate not exceeding Five Pounds *per Centum per Annum* on the annual Rackrent of the House or Part of a House or Premises supplied if the same be let at Rackrent, and Five Pounds *per Centum per Annum* on the annual Value if and while the same is not let at Rackrent: Provided always, that the Company shall not be bound to supply any House, Part of a House, or Premises for any less Sum than Five Shillings *per Annum*; provided also, that in the Case of any House or Part of a House or Premises used in part as Retail or Wholesale Shops or Warerooms, the said Rates shall be charged (if the annual Rackrental shall amount to more than Twenty Pounds and shall not exceed Fifty Pounds) on Three Fourths only of such annual Rackrental, and (if the annual Rackrental shall amount to more than Fifty Pounds) upon Two Thirds only of such annual Rackrental.

Rates for Watercloset and Baths.

53. In addition to the Rates for the Supply of Water for domestic Purposes, the new Company may demand and receive for every Watercloset in any House, the Rackrental or annual Value of which shall not amount to Thirty Pounds, any yearly Sum not exceeding Six

Six Shillings; and for every Watercloset beyond or more than One in any House, the Rackrental or annual Value of which shall amount to Thirty Pounds and shall not amount to Forty Pounds, any yearly Sum not exceeding Six Shillings; and for every private Bath in any House, the Rackrental or annual Value of which shall not amount to Forty Pounds, any yearly Sum not exceeding Twelve Shillings; and for every such private Bath beyond or more than One in any House, the Rackrental or annual Value of which shall amount to or exceed Forty Pounds, any yearly Sum not exceeding Twelve Shillings.

For preventing fouling Water.

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

Water supplied by Agreement.

55. The new Company from Time to Time may supply any Person with Water for any Purposes for which no specific Rates are by this Act limited for such Remuneration, and such Supply may be by Measure or otherwise, and upon such Terms and Conditions, as shall be agreed on between the new Company and the Person desirous of having the Supply.

Notice to discontinue Supply to be in Writing.

56. No Notice to the new Company to discontinue the Use of any Water supplied by them shall be of any Effect unless such Notice shall be in Writing, and shall be left at the principal Office for the Time being of the new Company.

Cisterns to be supplied with proper Ballcocks, &c.

57. Every Person supplied with Water by the new Company who shall use a Cistern or other Receptacle for the Water with which he shall be supplied shall furnish the same with an efficient Ballcock or other like Apparatus, and the Surveyor or any other Person acting under the Authority of the new Company may, between the Hours of Nine of the Clock in the Forenoon and Four of the Clock in the Afternoon, enter into any House in order to examine if there be any Waste, Misuse, or undue Consumption of Water by means of any Overflow, Spout, Waste Pipe, or other Means or Contrivance; and in case any such Waste, Misuse, or undue Consumption of Water shall be found to exist from the Use of any such Overflow, Spout, Waste Pipe, or other Means or Contrivance, it shall be lawful for such Surveyor or other Person to give not less than Three clear Days Notice in Writing to the Person so supplied with Water to alter, repair,

repair, and amend, or in default thereof for the Removal of such Overflow, Spout, Waste Pipe, or other Means or Contrivance, and the Person so supplied shall forthwith alter, repair and amend, or remove the same in accordance with such Notice, after the Expiration of Three Days from the giving of such Notice.

Regulations to be made for preventing Waste of Water.

58. Subject to the Provisions of this Act, it shall be lawful for the new Company or the Directors thereof from Time to Time to make such reasonable Regulations as shall be necessary or expedient for the Purpose of preventing the Waste or Misuse of Water, and amongst other things to prescribe the Size, Nature, and Strength of the Pipes, Cocks, and other Apparatus to be used, and to interdict the Use of any Pipes, Cocks, and other Apparatus which may tend to such Waste or Misuse as aforesaid; and in the event of such Regulations or any of them not being observed by any Person about to become a Customer of the new Company, or being a Customer of the new Company, the new Company may refuse to supply Water, or cut off the Water supplied by them to such Person or Customer, as the Case may be, until such Regulations shall have been complied with; and in the event of any Dispute as to whether such Regulations are reasonable, or whether such Regulations have been complied with by any Person whose Water shall have been so cut off as aforesaid, such Dispute may from Time to Time, upon the Application of the new Company, be settled by Two Justices in manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Recovery of Damages not specially provided for, and of Penalties, and to the Determination of any other Matter referred to Justices.

Entry on Premises to cut off Supply in certain Cases.

59. In all Cases in which the new Company are by "The Waterworks Clauses Act, 1847," or by "The Waterworks Clauses Act, 1863," or by this Act, authorized to cut off the Pipe to or turn off the Water from any Premises, the new Company, their Agents and Workmen, (after giving Notice to the Owner or Occupier as hereinafter provided,) may enter into any such Premises between the Hours of Nine in the Forenoon and Four in the Afternoon for the Purpose of cutting off any Pipe by which the Water of the new Company shall be supplied to such Premises.

Mode of giving Notice.

60. The Notice to be given previously to such Entry shall be in Writing, and shall be served in manner following; (that is to say,)

If the Premises intended to be entered be occupied, then by leaving the Notice thereat or by delivering the same to the Occupier thereof Twenty-four Hours at least previously to such Entry:

If such Premises be unoccupied, and the Owner thereof and his usual Place of Abode be in *England*, and be known to the new Company, then by delivering the Notice to such Owner or by

leaving the same at his usual Place of Abode Twenty-four Hours, or by sending the same by Post by registered Letter addressed to him at his usual Place of Abode Forty-eight Hours, at least previously to such Entry:

If such Premises be unoccupied, and the Owner thereof or his usual Place of Abode be not in *England*, or be not known to the new Company, then by affixing the Notice on some conspicuous Part of such Premises Three Days at least previously to such Entry; and for the Purposes of this Provision any Person receiving the Rents of any such Premises either on his own Account, or as Agent for any other Person, shall be deemed the Owner of such Premises.

Undisputed Rates, &c. may be recovered by Distress.

61. All Water Rates or Rents due to the new Company, and all Damages, Costs, and Expenses by this Act or any Act incorporated herewith directed to be paid, and the Amount whereof shall not be disputed, may be levied by Distress, and any Justice on Application may issue his Warrant accordingly.

Several Names in One Warrant.

62. Any Number of Names and Sums may be included in any Warrant of Distress or Notice obtained or given by the new Company for any of the Purposes of this Act, and may be stated either in the Body of the Warrant or Notice, or in a Schedule thereto.

Costs of Distress.

63. Any Justice who issues any such Warrant of Distress may order that the Costs of the Proceedings for the Recovery of such Rate or Sum shall be paid by the Person liable to pay such Rate or Sum, and such Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of such Rate or Sum.

Liability to Rates not to disqualify Justices.

64. No Justice shall be disqualified for acting in the Execution of this Act by reason of his being liable to any Rate, Rent, or Charge under this Act.

Penalties not cumulative.

65. Penalties imposed on the new Company by several Acts for One and the same Offence shall not be cumulative, and for this Purpose this Act and the Acts incorporated therewith shall be deemed several Acts.

Contracts for supplying Water for public Purposes.

66. The new Company on the one hand, and any Local Board of Health or Local Board, or the Trustees of any Turnpike or other Road, or any Highway Board constituted in pursuance of any Act relating to Highways in *England*, or any other Corporations, Bodies, or Persons, on the other hand, may from Time to Time enter into and carry into effect any Contract or Arrangement for the Supply of

of Water by the Company for the Purposes mentioned in the Section of "The Waterworks Clauses Act, 1847," numbered 37, and for other public Purposes, within the Limits of this Act, for any Period not exceeding under any One such Contract or Arrangement Seven Years, and may from Time to Time by mutual Consent vary, suspend, or rescind any such Contract or Arrangement, and enter into and carry into effect other Contracts or Arrangements in lieu thereof or in addition thereto; and any Boards, Trustees, Corporations, Bodies, or Persons so agreeing may apply for the Purposes of any such Contract or Arrangement, and in Payment of any periodical or other Remuneration or other Consideration payable to the new Company under or by virtue thereof, any Funds or Monies which they have raised or may raise under the Powers of any Act of Parliament.

Saving Rights of Local Board of Bowdon.

67. Provided always, That nothing in this Act contained shall take away, diminish, prejudice, obstruct, or affect any Powers, Privileges, Authorities, or Rights enjoyed or conferred upon the Local Board for the District of *Bowdon* through or by the Local Government Act, 1858, or any other Act.

Expenses of Act.

68. All the Costs, Charges, and Expenses of and incident to the Application for and passing of this Act shall be paid by the new Company.

The

The FIRST SCHEDULE referred to in the foregoing Act.

ARTICLES OF AGREEMENT made the Twenty-fourth Day of March One thousand eight hundred and fifty-eight, between the Mayor, Aldermen, and Citizens of the City of Manchester of the one Part, and the North Cheshire Waterworks Company, Limited, (the registered Office of which is at Number Sixteen, Kennedy Street in the said City,) of the other Part.

WHEREAS the said Company hath been formed for the Purpose of supplying Water to the Localities of Altrincham, Bowdon, Dunham, and Sale, in the County of Chester, and such other Places as the Company may from Time to Time determine: And whereas the said Mayor, Aldermen, and Citizens have, by virtue of various Acts of Parliament enabling them so to do, bought or constructed Waterworks for supplying the said City and other Places with Water: And whereas the said Company hath applied to the said Mayor, Aldermen, and Citizens to supply such Company at all Times hereafter with Water from Day to Day in Bulk for the Purposes and Objects of the said Company, and to lay down a Ten-inch Main Pipe from and to the Places herein-after mentioned, which the said Mayor, Aldermen, and Citizens have consented and agreed to do upon and subject to the Terms, Conditions, Stipulations, and Agreements herein-after appearing: Now these Presents witness, that in consideration of the Premises, and of the several Agreements, Stipulations, and Payments herein-after mentioned and contained, and on the Part of the said Company to be observed, made, and performed, the said Mayor, Aldermen, and Citizens, for themselves and their Successors, do hereby agree with the said North Cheshire Waterworks Company, Limited, that they the said Mayor, Aldermen, and Citizens, or their Successors, shall and will, on or before the Twenty-fifth Day of March next, lay down and complete in every respect a new Ten-inch Main Pipe from the Main called or known as "the Denton Main," now laid in or under Downing Street in the said City, and from thence continuously to Platford's Hotel in Hulme in the said City, and connect such new Pipe with the Main Pipe now laid in or under Stretford New Road between and from such Hotel and Old Trafford in Hulme aforesaid, and when so connected shall and will at all Times for ever thereafter maintain, support, and keep the whole Length of such Pipe from Downing Street to Old Trafford aforesaid in good working Order, Repair, and Condition,

dition, and when the same shall become useless, or Occasion shall require that the same or any Part or Portion thereof shall be replaced, shall and will with all convenient Speed replace such Pipe or Part or Portion thereof with another Pipe or Length of a Pipe of a similar Bore, Size, and Quality as the Circumstances of the Case may require, and so toties quoties; and also that the said Mayor, Aldermen, and Citizens shall and will, on being requested so to do in Writing by the said Company, connect the Pipe of the said Company with the said Main Pipe now being at Old Trafford aforesaid; and also that from and after the Twenty-fifth Day of March next, on due Payment, Observance, and Performance of the Agreements and Payments herein-after contained and mentioned, and on the Part of the said Company to be observed, made, and performed, the said Company shall at all Times for ever thereafter have the sole and exclusive Use of such new Main Pipe and the said last-mentioned Pipe when so connected as aforesaid, in order that for the Purposes of such Company the Supply of Water may be had direct from the said Denton Main in Downing Street to Old Trafford aforesaid; and further, that the said Mayor, Aldermen, and Citizens, and their Successors, shall and will, on the Twenty-fifth Day of March next, and at all Times for ever thereafter, from, through, or by means of their Reservoir at Denton near the said City (unless prevented by some inevitable Accident), supply the said Company continuously from Day to Day with Water in Bulk, and that such Water shall be of the same Quality as the Water which from Time to Time shall be distributed in the said City by the said Mayor, Aldermen, and Citizens, and their Successors, and in sufficient Quantity to enable the said Company to supply the said Localities herein-before mentioned, and that the Price for such Water shall be in accordance with and ascertained from the Scale of Charges now fixed and charged by the said Mayor, Aldermen, and Citizens, a printed Copy whereof is hereunto annexed; and further, that the said Mayor, Aldermen, and Citizens, and their Successors, shall, before supplying Water to the said Company according to the Terms of these Presents, cause to be placed at Old Trafford, or at such other Place or Places as may be agreed upon between the said Company and the said Mayor, Aldermen, and Citizens, and shall and will at all Times for ever thereafter maintain, a good and sufficient Apparatus or good and sufficient Apparatuses for correctly measuring the Quantity of Water delivered through the said Main Pipe from Downing Street to Old Trafford aforesaid, and upon the Expiration of Twenty-eight Days previous Notice in Writing of such their Intention shall have Power and be authorized to alter, change, or renew any such Apparatus or Apparatuses aforesaid when and so often as it shall appear to the said Mayor, Aldermen, and Citizens to be necessary for the Purpose of correct Measurement of the Quantity of Water supplied so to do, and that the said Company and their Successors, by their Agents for the Time being, shall have free Access at all Times to such Apparatus for the Purpose of inspecting the same, and recording the Registrations thereof, and that in case of any Dispute as to the Construction, Erection, Maintenance, Sufficiency, Correctness, or Renewal of such Apparatus or Apparatuses, or the Quantity of Water daily supplied or to be daily supplied by the said Mayor, Aldermen, and Citizens, or their Successors, to the said Company, every such Dispute shall from Time to Time, and so often as the same shall arise, be referred to Arbitration in the Manner provided by "The Railways Clauses Consolidation Act, 1845;" and

for the Considerations aforesaid the said North Cheshire Waterworks Company, Limited, doth hereby agree with the said Mayor, Aldermen, and Citizens, and their Successors, that the said Company shall and will at all Times hereafter well and truly pay unto the said Mayor, Aldermen, and Citizens, and their Successors, by half-yearly Payments, Interest after the Rate of Six Pounds Ten Shillings per Centum per Annum on the Sum of Two thousand five hundred Pounds, being the Amount which it is estimated will be laid out or expended by the said Mayor, Aldermen, and Citizens, or their Successors, in the Purchase of and laying down and completing the said Ten-inch Main Pipe from the said Denton Main to Old Trafford aforesaid, such Interest to commence and be payable from the Twenty-fifth Day of March next; but, nevertheless, if the said Company shall be supplied with Water previous to the said last-mentioned Period, then that the said Company shall thereupon be liable to pay to the said Mayor, Aldermen, and Citizens, Interest at the Rate aforesaid on the Sum of One thousand two hundred and fifty Pounds from the Commencement of such Supply up to the said Twenty-fifth Day of March next, and also shall and will, in addition to such Interest as aforesaid, pay or cause to be paid unto the said Mayor, Aldermen, and Citizens, or their Successors, every Quarter in each Year, in the Nature of a Rent, the Price or Value of the Water supplied during such Quarter, and that the Quantity of Water so supplied shall be ascertained by such Apparatus or Apparatuses as herein-before mentioned, and the Price thereof be in accordance with and ascertained from the said Scale of Charges hereto annexed; and also the said Company will, within Thirty Days after Demand, repay to the said Mayor, Aldermen, and Citizens all Costs and Charges incurred in putting down any Apparatus or Apparatuses for measuring the Water to be supplied according to the Terms of these Presents, and of repairing and maintaining the same, and of altering, changing, and renewing the same as herein-before provided; and it is hereby mutually agreed and declared between and by the said Mayor, Aldermen, and Citizens and the said Company that if from or by reason of a Drought, Accident, or some unforeseen Circumstance, Cause, or Event the said Mayor, Aldermen, and Citizens, or their Successors, shall at any Time hereafter be unable to supply the said Company with the Quantity of Water required by such Company, and as contracted for by these Presents, that then and in such Case, and so often as the same shall happen, the said Mayor, Aldermen, and Citizens, and their Successors, shall only be compellable or obliged to supply or deliver to the said Company Water in Quantities pro ratâ with the Places or Districts now or hereafter to be supplied by the said Mayor, Aldermen, and Citizens, or their Successors, and in case of any Dispute as to the Quantity supplied or to be supplied under this present Provision, the same shall be referred to Arbitration in the Manner herein-before mentioned or provided; and, lastly, that in case the said Rent, or any quarterly Payment thereof, shall not be paid within Thirty Days after any of the said Days or Times herein-before provided for Payment thereof, the said Company shall pay Interest after the Rate of Five Pounds per Centum per Annum upon such Amount from the Date when the same became due until Payment; and in case any of the said quarterly Payments, together with the Interest due thereon, shall not be paid within Two Calendar Months next after any of the said quarterly Days herein-before appointed for Payment thereof, it shall be lawful for the said

Mayor, Aldermen, and Citizens to stop the Supply of Water to the said "North Cheshire Waterworks Company, Limited," until the same shall have been fully paid.

In witness whereof the said Mayor, Aldermen, and Citizens have hereunto set the Common Seal of the said City, and the said Company hath set the Common Seal of such Company, the Day and Year first before written.

The Common Seal of the Corporation was hereunto affixed, in pursuance of an Order of the Council of said City, in the Presence of

L.S.

JOS. HERON, T. C.

The Common Seal of the above-named Company was hereunto affixed in the Presence of

L.S.

E. SIMPSON, Secretary.

The SECOND SCHEDULE referred to in the foregoing Act.

MEMORANDUM OF AGREEMENT made and entered into this Nineteenth Day of February One thousand eight hundred and sixty-four between the Corporation of Manchester, herein-after called the Corporation, of the one Part, and the North Cheshire Waterworks Company, Limited, herein-after called the Company, of the other Part.

WHEREAS the said Company are promoting in Parliament during the present Session a Bill, entitled "A Bill to incorporate the Proprietors of the North "Cheshire Waterworks Company, Limited, and to confer on them further "Powers for the Supply of Water, and for other Purposes," and in and by the said Bill it is amongst other things proposed to confirm certain Articles of Agreement bearing Date the Twenty-fourth Day of March One thousand eight hundred and fifty-eight, and made between the said Corporation and the said Company, for the Supply of Water, and to declare that the Localities mentioned in the said Agreement shall be deemed to include all Parts and Places within the Limits of the said Bill: And whereas the said Corporation have been requested and have agreed not to oppose the said Bill in consideration of the said Company entering into the Agreement herein-after contained: Now it is hereby agreed between the said Corporation and the said Company that the maximum daily Quantity of Water which the said Corporation shall, under and by virtue of the said Articles of Agreement herein-before referred to either as now existing or as the same may be confirmed by the proposed Bill, be bound to deliver to the said Company shall be Five hundred thousand Gallons; and further, that a Notice in Writing, which shall be binding until varied by any subsequent Three Months Notice terminating on any of the usual Quarter Days, shall be given by the said Company to the said Corporation, in which shall be stated the daily Quantity of Water required to be supplied to the said Company by the said Corporation, and for the daily Quantity so stated the said Corporation shall, whether taken or not, be paid by the said Company;

and

and it is further agreed between the said Corporation and the said Company that in consideration of the Agreement herein-before entered into the said Corporation shall and will assent to and present a Petition in favour of the Bill now being promoted by the said Company; and further, that, if and when required by either of the Parties hereto, a more formal Agreement to carry out the foregoing Arrangements shall be hereafter prepared and executed. In witness whereof the said Mayor, Aldermen, and Citizens have hereunto set the Common Seal of the said City, and the said Company have set the Common Seal of such Company, the Day and Year first above written.

The Common Seal of the above-named Waterworks Company was hereunto affixed in the Presence of

ROB. WM. BENNETT,
Law Clerk.

L.S.

The Common Seal of the Corporation of the City of Manchester was hereunto affixed, in pursuance of an Order of the Council of the said City, in the Presence of

JOS. HERON,
Town Clerk.

L.S.

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