ANNO VICESIMO TERTIO

# VICTORIÆ REGINÆ.

**************************************************

## *Cap.* lxx.

An Act for increasing the Capital of the Company of Proprietors of the *Sheffield* Waterworks; for extending the Limits of the *Sheffield* Waterworks Act, 1853, so as to comprise the Parish of *Ecclesfield*; for making further Provisions with respect to the said Company; and for other Purposes.

[25th *May* 1860.]

WHEREAS by the Act of the Eleventh Year of His Majesty King *George* the Fourth, Chapter Fifty-five, intituled *An Act for better supplying with Water the Town and Parish of* Sheffield *in the County of* York, the Company of Proprietors of the *Sheffield* Waterworks (in this Act called the Company) were incorporated, and were authorized to raise a Capital of One hundred thousand Pounds by One thousand Shares of One hundred Pounds each, and to borrow Thirty thousand Pounds, and to purchase certain ancient Reservoirs and Waterworks near to *Whitehouse*, *Portobello*, and *Crooksmoor* in the Parish of *Sheffield*, and Lands surrounding the same, with Grounds and Hereditaments belonging thereto, and to make other Reservoirs and Works, and to supply Water to the Town and Parish of *Sheffield*: And whereas the Company accordingly purchased those

11 G. 4. & 1 W. 4. c. lv.

Reservoirs, Works, Lands, and Hereditaments, with certain Easements connected therewith, including Waters and Rights to Water, and made the other Reservoirs and Works so authorized, and by means thereof supplied Water to the Town and Parish of *Sheffield:* And whereas by an Act of the Session of the Eighth and Ninth Years of Her present Majesty, Chapter One hundred and seventy-five, intituled *An Act for better supplying with Water the Town and Parish of* Sheffield *in the County of* York, *and for amending the Act relating thereto*, the Company were authorized to raise the further Capital of Fifty thousand Pounds by One thousand Shares of Fifty Pounds each, and to borrow the further Sum of Twenty thousand Pounds, and to make additional Works for the Supply of Water to the Town and Parish of *Sheffield:* And whereas the Company made the Works so authorized: And whereas the Company raised the Share Capital by the recited Acts authorized, and borrowed on Mortgage or Bond the Sums by those Acts authorized to be borrowed: And whereas by the *Sheffield* Waterworks Act, 1853, (in this Act called the Act of 1853,) the recited Acts were repealed, but the Company were continued incorporated by the Name of the Company of Proprietors of the *Sheffield* Waterworks, and their Waterworks, Lands, and Property were continued vested in them, and the Shares in their then Capital were continued, and they were authorized to raise the additional Capital of One hundred and fifty thousand Pounds by Three thousand Shares of Fifty Pounds each, and to borrow in the whole, inclusive of the Amount theretofore borrowed by them, Sixty thousand Pounds, and they were authorized to make additional Works, and to purchase additional Lands, but they were subjected to the Obligation of supplying Water, as therein expressed, to the Rivers *Rivelin* and *Loxley*, and thence into the River *Dun;* and it was thereby enacted that the Company should not take or use for any of the Purposes of the reciting Act all or any of the Waters of the River *Rivelin* or of the Streams or Brooks uniting themselves therewith which they could not have taken or used previous to the passing of the reciting Act until they should, under and by virtue of the Powers of the reciting Act in that Behalf given, have contracted to purchase or should have purchased the Mills, Manufactories, and Works situate on that River above its Junction with the River *Loxley*, or such Rights or Interests only therein as might be agreed upon between the Company and the Persons entitled thereto, except the Works on the River *Rivelin* called *Mouse Hole Forge* and *Grogram Wheel* respectively: And whereas the Three thousand Shares of Fifty Pounds each authorized by the Act of 1853 have been issued by the Company, and on the Thirty-first Day of *December* One thousand eight hundred and fifty-nine the Sum of One hundred and twenty thousand Pounds, or thereabouts, had been paid thereon, leaving the Sum of Thirty thousand Pounds not then paid up: And whereas the Sum of Sixty thousand Pounds has been borrowed by the Company under the Authority of the recited Acts, Ten thousand Pounds, Part thereof,

8 & 9 Vict. c. clxxv.

16 & 17 Vict. c. xxii.

thereof, having been borrowed under the additional Authority for borrowing conferred on them by the Act of 1853: And whereas the following is the State of the ordinary Capital of the Company:

| Ordinary Capital authorized, | £ |
|---|---|
| By the first-recited Act, 1,000 Shares of 100*l.* each - | 100,000 |
| By the secondly recited Act, 1,000 Shares of 50*l.* each | 50,000 |
| By the thirdly recited Act, 3,000 Shares of 50*l.* each - | 150,000 |
| | £300,000 |

Which is now represented by 1,000 Shares of 100*l.* each and 4,000 Shares of 50*l.* each:

| Ordinary Capital raised, | £ |
|---|---|
| Under the first-recited Act - - - - | 100,000 |
| Under the secondly recited Act - - - | 50,000 |
| Under the Act of 1853 (up to 31st December 1859) - | 120,000 |
| | 270,000 |
| To be paid up on Shares issued under the Act of 1853 | 30,000 |
| | £300,000 |

And whereas the following was lately the State of the Mortgage Debt of the Company:

| Amount authorized and raised, | £ |
|---|---|
| Under the first-recited Act - - - - | 30,000 |
| Under the secondly recited Act - - - | 20,000 |
| Under the thirdly recited Act - - - | 10,000 |
| | £60,000 |

But under the Authority of Section 27. of the Act of 1853, 9,850*l.*, Part of the Company's Mortgage Debt, has lately been redeemed by means of 9,850*l.* raised by guaranteed Shares to that Amount created in accordance with that Section, and bearing Interest at the Rate of 4*l.* *per Centum per Annum*, so that in respect of the Mortgage Debt of the Company their Account stands,—

| | £ |
|---|---|
| Guaranteed 4*l.* *per Centum per Annum* Shares - - | 9,850 |
| Present Mortgage Debt - - - - | 50,150 |
| | £60,000 |

And whereas in pursuance of the Provisions of the Act of 1853 the Company have contracted to purchase or have purchased all the Mills, Manufactories, and Works situate on the River *Rivelin*, above its Junction with the River *Loxley*, except the Works thereon called *Mouse Hole Forge* and *Grogram Wheel* respectively, and also except the Mill called the *Holme Head Wheel*, the Owner of which did not wish to sell it, and has otherwise agreed with the Company respecting the same: And whereas the Company are proceeding in the Execution of the Works authorized by the Act of 1853, and have purchased or contracted to

purchase

purchase the Lands required for those Works, but Parts of those Works are unfinished: And whereas the Works which the Company have undertaken and are proceeding with are calculated to meet a very large Increase of the Population of *Sheffield* and its Neighbourhood, and for the Purpose of enabling the Company to avoid any larger Expenditure of Capital than the Exigencies of the District from Time to Time require it is expedient that the Time limited for the Completion of the Works be extended: And whereas when the Company proceeded under the Authority of the Act of 1853 to purchase Part of the Lands which they were by that Act authorized to purchase the Devisees of *Henry Hinde* and *John Wheat*, who respectively were the Owners of Two small Farms called respectively in this Act *Hinde's Land* (which contains about Twenty Acres) and *Wheat's Land* (which contains about Twenty-nine Acres), Parts only of which the Company desired to purchase, required that the Company should purchase the whole of those Lands respectively, instead of purchasing Parts only thereof respectively, and making Compensation in respect of the Residue; and the Company accordingly purchased, in the Names of *George Hounsfield* and *William Waterfall*, Trustees for the Company, the whole of *Hinde's Land*, and entered into a Contract with *John Wheat* for the Purchase of the whole of *Wheat's Land*: And whereas it is expedient that the Company be accordingly authorized to complete the Purchase of the whole of *Hinde's Land* and *Wheat's Land* respectively, and to dispose as by this Act provided of such Parts thereof as may not be required for the Purposes of the Act of 1853, and this Act: And whereas Parts of the ancient Reservoirs and Works and Lands purchased by the Company under the Authority of the first-recited Act are not now required, and other Parts thereof may, as and when the Works authorized by the Act of 1853 and this Act are completed, become useless for the Purposes of the Company, and it is expedient that they be authorized to dispose, as by this Act provided, of the same, and the Streams, Waters, Water Rights, Easements, and Privileges of the Company belonging thereto, or exercised or enjoyed therewith: And whereas it is expedient that the Company be authorized to dispose as by this Act provided of such of the Mills, Manufactories, and Works situate on the River *Rivelin* above its Junction with the River *Loxley* which they have purchased or contracted to purchase under the Provisions in that Behalf contained in the Act of 1853 as are not now required, or which may hereafter become useless for the Purposes of the Company: And whereas it is expedient that such Lands, ancient Reservoirs, Works, Mills, and Manufactories as are not now required, or may hereafter become useless, as aforesaid, should be disposed of, subject to such Conditions as may be proper for the Security of the Waterworks and Water Supply of the Company: And whereas the Population of the Town of *Sheffield* is increasing, and is extending into the Parish of *Ecclesfield*, which adjoins the Borough of *Sheffield*, and there are several thickly-peopled Districts in the said Parish near to the said Borough,

Borough, and it is expedient that the Company be authorized to afford a Supply of Water within the Parish of *Ecclesfield:* And whereas it is expedient that for the Purpose of enabling the Company to complete the Works authorized by the Act of 1853, and to extend from Time to Time their Mains and other Works, and for other Purposes of the Act of 1853 and this Act respectively, they be authorized to raise further Sums by Shares and by borrowing: And whereas it is expedient that some of the Provisions of the Act of 1853 be amended: And whereas the Objects of this Act cannot be attained 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.

I. This Act may for all Purposes be cited as "*Sheffield* Waterworks Act, 1860."

Certain Provisions of 8 & 9 Vict. c. 16. incorporated.

II. The following Provisions of the Companies Clauses Consolidation Act, 1845, are incorporated with this Act; that is to say,

With respect to the Distribution of the Capital of the Company into Shares:

With respect to the Transfer or Transmission of Shares:

With respect to the Payment of Subscriptions, and the Means of enforcing the Payment of Calls:

With respect to the Forfeiture of Shares for Nonpayment of Calls:

With respect to the Remedies of Creditors of the Company against Shareholders:

With respect to the borrowing of Money by the Company on Mortgage or Bond:

With respect to the Conversion of borrowed Money into Capital:

With respect to the Consolidation of the Shares into Stock:

With respect to the Recovery of Damages not specially provided for, and Penalties.

10 & 11 Vict. c. 17. incorporated.

III. The Waterworks Clauses Act, 1847, (except Section 54. thereof, and save so far as is otherwise expressly provided by the Act of 1853,) is incorporated with this Act.

Meanings of Words in incorporated Acts as in Act of 1853 and this Act.

IV. The several Words and Expressions to which by the Acts wholly or partially incorporated with this Act and by the Act of 1853 respectively Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context; and Sections 20. and 83. of the Waterworks Clauses Act, 1847, incorporated with this Act, shall for the Purposes of this Act, as well as of the Act of 1853, be read and construed as provided by Section 5. of the Act of 1853; and

the Word "Borough" shall mean Borough of *Sheffield;* and the Word "Council" shall mean Town Council of the said Borough.

Limits of Act.

V. The Limits of the Act of 1853 and of this Act shall comprise and include the Parish of *Ecclesfield* as well as the Town and Borough of *Sheffield,* and the Company may exercise within such Parish the same Powers as the Act of 1853 would have enabled them to exercise therein had it been originally included within the Limits of such Act.

Regulations for preventing Waste or Misuse of Water.

VI. The Company from Time to Time may make reasonable Regulations for the Purpose of preventing the Waste or Misuser of Water supplied by them, including Regulations prescribing the Nature, Strength, Size, and Position of the Pipes, Cocks, and other Apparatus to be used, and Regulations interdicting the User of any Pipes, Works, or other Apparatus which might tend to such Waste or Misuser.

Regulations to be confirmed by Justices.

VII. No such Regulations which shall be made by the said Company as aforesaid shall be valid or binding unless the same shall be allowed by and under the Hands of Two or more Justices assembled at some Petty Sessions of the Peace in and for the Borough; and it shall be incumbent on such Justices, on the Request of the said Company, to examine into the Regulations which may be tendered to them for that Purpose, and to allow of or disallow, or to modify, alter, and vary the same, or any of them, as to them may seem meet: Provided always, that no such Regulations shall be confirmed by such Justices unless a Copy of such Regulations, and Notice of the Company's Intention to apply for a Confirmation of the same, and of the Time when such Application is intended to be made, shall have been advertised in One or more Newspapers published in the said Borough One Month at least but not more than Six Weeks before the Hearing of such Application; and any Party objecting to or aggrieved by any such Regulations, and giving Notice of the Nature of the Objection to the said Company Ten Days before the Hearing of such Application, may, by himself, his Attorney or Agent, be heard thereon by the said Justices: Provided also, that for One Month at least prior to any such Application for Confirmation of such Regulations a Copy of such proposed Regulation shall be deposited at the Office of the Town Clerk of the Borough; and it shall be lawful for all Persons at all reasonable Times to inspect such Copy without Fee or Reward, and to be furnished by the said Town Clerk with a Copy thereof or of any Part thereof on Payment of Sixpence for every One hundred Words so to be copied; and at and immediately prior to the Allowance or Confirmation of such Regulations Evidence shall be adduced by the Company before such Justices that Notice of such Intention as aforesaid was duly given, and that a Copy of such proposed Regulations had been advertised and deposited as before directed; and the Production of the Certificate signed by such Justices shall at all Times be Evidence that the

the Regulations therein mentioned or referred to have been duly confirmed, without adducing Proof of the Signature of such Justices.

For enforcing the Regulations.

VIII. In the event of any such Regulations not being observed by any Person being or about to become a Customer of the Company, they may refuse to supply Water, or (as the Case may be) may cut off the Water supplied by them to him until the Regulations are complied with: Provided that, except in Cases of Accident, Emergency, or necessary Repairs, the Company shall not, under this Provision, cut off the Water supplied to any Customer of the Company until after he has had Twenty-four Hours Notice in Writing from the Secretary or other Officer of the Company of the Intention of the Company to cut off the same.

Differences on the Regulations to be determined by Justices.

IX. In the event of any Difference between the Company and any Customer or intending Customer with respect to the Fact or Extent of any Noncompliance or alleged Noncompliance with any such Regulation, the Difference shall be determined by Two Justices, who shall also determine the Amount of Costs, if any, of or incident to such Difference, and the Determination thereof, to be paid to or by the Company or to or by the Customer, and such Costs shall be enforced in the Manner prescribed for the Recovery of Damages not specially provided for and Penalties in and by "The Companies Clauses Consolidation Act, 1845."

Penalty for Waste of Water by Non-repair of Pipes, &c.

X. Every Person supplied with Water by the Company who wilfully suffers any Pipe, Cock, Cistern, or other Apparatus to be out of Repair, so that the Water Supply to him by the Company is wasted, shall for every such Offence forfeit to the Company a Sum not exceeding Five Pounds, in addition to the Expenses, if any, of the Company in repairing the same.

Company may repair Pipes, &c. at Expense of Customer.

XI. Where any Person supplied with Water by the Company, after Twenty-four Hours Notice in Writing under the Hand of the Secretary or other Officer of the Company to repair any Pipe, Cock, Cistern, or other Apparatus, in order that the Water supplied to him by the Company shall not be wasted, fails to repair the same, so as to prevent the Waste of Water, the Company may repair the same, and their Expenses in that Behalf shall be repaid to them by the Person so suffering the same to be out of Repair, and the Company may recover the same as Damages, and in addition to the Penalty, if any, recovered for the Offence.

Council may appoint Inspector of Meters.

XII. If the Company use or require to be used any Meter for ascertaining the Quantity of Water to be supplied to any Person, for any Purpose, under the Act of 1853 and this Act, or either of them, the Council may appoint a competent Person to be Inspector of Meters within the Borough, and may from Time to Time, as they think fit, remove the Person appointed, and appoint another Person in his Place: Provided

Provided that nothing herein contained shall render the Company liable to pay any Salary or Fees to such Inspector, except such Fees as may become payable in the event of the Secretary of the Company requiring the Inspector to make any Examination in manner herein-after mentioned.

Duty of Inspector.

XIII. The Inspector of Meters appointed by the Council, upon being required by Notice in Writing under the Hand of the Secretary of the Company, or under the Hand of any Person supplied with Water by the Company, shall with all convenient Speed, but at the Expense of the Party requiring the same, examine and test the measuring Capacity of any Meter to which such Notice relates, and shall give to the Secretary of the Company, and also to the Person for whose Water Supply the Meter in question shall be used, a Certificate under his Hand setting forth whether, in his Judgment, such Meter does or does not measure correctly; and if he shall in such Certificate state that such Meter does not measure correctly, he shall further in such Certificate state the Extent to which it measures incorrectly, and such Meter shall thereafter be held to measure the Quantity which according to such Certificate it is certified to measure, and the Quantity of Water supplied shall be calculated accordingly: Provided, that such Inspector shall, Twenty-four Hours at least before he shall proceed to any such Examination as aforesaid, give to the Secretary of the Company, and also to the Person for whose Supply of Water the Meter in question shall be used, a Notice in Writing of the Time and Place when and where he will make such Examination; and it shall be lawful for any Person appointed by the Company, and for the Person for whose Supply of Water the Meter in question shall be used, or any Person appointed by him, to be present at such Examination.

Appeal to Justices from Certificate of Inspector.

XIV. In case the Secretary of the Company, or the Person for whose Water Supply the Meter in question shall be used, shall dispute the Accuracy of the Certificate of such Inspector, the Matter shall be referred to Two Justices, and in case they shall find that such Certificate is incorrect they shall order the same to be cancelled, and the same shall thereupon be cancelled accordingly, and no Proceedings shall be taken thereupon with respect to the Meter to which the same shall refer: Provided that no such Certificate shall be cancelled as aforesaid except within Fourteen Days after the Date thereof.

Justices may make Order for Costs.

XV. In case of any such Reference as aforesaid to any Justices, they shall, whether they shall make such Order as aforesaid or not, order by and to whom the Costs of and incident to such Reference and Order (if any) shall be paid; and the Payment of such Costs by the Party ordered to pay the same shall be enforced in the Manner prescribed for the Recovery of Damages not specially provided for, and Penalties, in and by the Companies Clauses Consolidation Act, 1845.

XVI. In

Consumer to remove incorrect Meter.

XVI. In case any Meter certified as aforesaid by the Inspector to be incorrect shall belong to the Person for whose Supply of Water the same shall be used, such Person shall, within Twenty-one Days after the Date of the Certificate of the Inspector, cause such Meter to be amended and rectified, or otherwise remove the same, and cause another and a correct Meter to be put up in its Place; and if such Person shall for the said Space of Twenty-one Days refuse or neglect to do so, the Company may cut off the Supply of Water to such Person until the incorrect Meter has been amended and rectified, or a correct Meter put up in its Place, and until Notice in Writing thereof has been by him given to the Secretary of the Company.

Company to remove incorrect Meter.

XVII. In case any Meter certified as aforesaid by the Inspector to be incorrect shall belong to the Company, they shall, within Twenty-one Days after the Date of the Certificate of the Inspector, cause such Meter to be amended and rectified, or otherwise remove the same, and cause another and correct Meter to be put up in its Place; and if the Company shall for the said Space of Twenty-one Days refuse or neglect so to do, the Person for whose Supply of Water such defective Meter has been used may cause the same to be amended and rectified, or may remove the same and cause another and correct Meter to be put up in its Place; and the Expense of amending, correcting, or removing such incorrect Meter, and of providing and putting up a correct Meter, shall be borne by the Company, and the Amount thereof shall be recoverable as a Debt from the Company, by the Person incurring such Expense, in any Court of competent Jurisdiction.

Penalty for obstructing Inspector.

XVIII. Any Person who shall refuse to allow the Inspector of Meters to examine or test any Meter which he is by this Act authorized or required to examine or test, or to do anything necessary for the Purpose of such Examination or Testing, or shall in any Manner prevent, obstruct, or hinder any Examination or Testing authorized by this Act, of any Meter, shall, on Conviction, forfeit a Sum not exceeding Five Pounds, and pay the Expense of removing the Meter if the same shall be found to be incorrect.

Extension of Period for Completion of Works authorized by 16 & 17 Vict. c. xxii.

XIX. The Time limited by Section 76. of the Act of 1853 for the Completion of the Works by that Act authorized, and therein specified, is by this Act extended for Ten Years, to be computed from the Expiration of the Period limited by such Act; and on the Expiration of that extended Period all the Powers by the Act of 1853 and this Act given to the Company for constructing those Works shall cease to be exercised, except as to so much of those Works as is then completed: Provided always, that nothing in this Act or the Act of 1853 contained shall restrain the Company from extending their Mains and Pipes from Time to Time whenever, for the Purpose of supplying with Water the Persons requiring

requiring the same, within the Limits of this Act and the Act of 1853, it is necessary to extend them.

Power for Company to raise further Capital by Shares.

XX. The Company from Time to Time, for the Purposes of their Undertaking, may raise by the Creation and Issue of new Shares any Sums not exceeding in the whole One hundred and fifty thousand Pounds, in addition to their present aggregate Capital of Three hundred thousand Pounds, making their total Capital Four hundred and fifty thousand Pounds.

Amount of new Shares, and Offer thereof to Shareholders.

XXI. The additional Capital of One hundred and fifty thousand Pounds by this Act authorized shall be raised by the Creation and Issue of Six thousand Shares of Twenty-five Pounds each, which shall be offered by the Company to the then Holders of the ordinary Shares of the Capital of the Company at Par in the Proportion of Two of the new Shares for every now existing ordinary Share of One hundred Pounds, and One of the new Shares for every now existing ordinary Share of Fifty Pounds.

Offer to be made by Letter.

XXII. Every such Offer of new Shares shall be made by Letter under the Hand of the Treasurer or Secretary of the Company, given to every such Shareholder, or sent by Post addressed to him according to his Address in the Shareholders Address Book, or left for him at his usual or last known Place of Abode in *England*; and every such Offer made by Letter sent by Post shall be considered as made on the Day on which the Letter in due Course of Delivery ought to reach the Place to which it is addressed.

New Shares to vest in accepting Shareholders.

XXIII. The new Shares so offered shall vest in and belong to the ordinary Shareholders who accept them.

Disposal of new Shares to others.

XXIV. If any such Shareholder fail for One Month after the Offer of new Shares to accept them, the Company may dispose of the unaccepted new Shares to any other Persons.

Power to enlarge Time for accepting new Shares.

XXV. Provided always, That the Directors, if they think proper but not otherwise, may permit any ordinary Shareholder who, from Absence abroad or other Cause satisfactory to the Directors, omits to sign within the Time by this Act limited his Acceptance of the new Shares offered to him, to accept the new Shares notwithstanding the Time has elapsed.

General Power to dispose of new Shares.

XXVI. Except as is by this Act provided with respect to offering new Shares to existing Holders of ordinary Shares, the Company from Time to Time may dispose of the new Shares to such Persons, and on such Terms and Considerations, and in such Manner, as the Company think most for their Advantage.

XXVII. Every

Dividends on new Shares.

XXVII. Every Person who becomes entitled to any new Share of the additional Capital of One hundred and fifty thousand Pounds by this Act authorized shall with respect to the same be a Shareholder, and be entitled to a Dividend with the other Holders of the ordinary Shares of the Company proportioned to the whole Amount from Time to Time paid on the new Shares.

Power to borrow on Mortgage.

XXVIII. The Company from Time to Time, under the Authority of this Act, may borrow on Mortgage any Sum not exceeding in the whole, inclusive of the aggregate Amount of their present Mortgage and Bond Debt, and the present guaranteed Four Pounds *per Centum per Annum* Shares created by them under the Authority of the Act of 1853, for the Redemption of Mortgage or Bond Debt, One hundred and ten thousand Pounds.

Restriction on borrowing.

XXIX. Provided always, That the Company shall not under the Authority of this Act borrow any Sum exceeding One Fourth Part of the Share Capital of the Company from Time to Time paid up, exclusive of the present and future guaranteed and preferential Shares and Debenture Stock.

Priority of existing Mortgages.

XXX. Provided always, That all Mortgages granted by the Company under the Authority of the recited Acts or any of them shall while respectively in force have Priority over all Mortgages granted by the Company under the Authority of this Act.

Amount to be raised under Sect. 27. of Act of 1853, for reducing Debts.

XXXI. The Amount which, under the Authority of Section 27. of the Act of 1853, the Company may from Time to Time raise by the new Shares authorized by that Section, shall be any Sum which they think fit, not exceeding in the whole the Amount which they are by the Act of 1853 and this Act authorized to borrow, and all or any Part of the Amount so authorized to be borrowed may from Time to Time be raised by new Shares accordingly, instead of by borrowing, or may be so raised for the Purpose of paying off all or any Part of the Mortgage or Bond Debt from Time to Time of the Company.

Power to borrow reduced accordingly.

XXXII. Provided always, That if the Company, under the Authority of the Act of 1853 and this Act, create any further guaranteed or preferential Shares or Debenture Stock, instead of borrowing, or for the Redemption of Mortgage or Bond Debt, their Powers of borrowing or re-borrowing shall, to the Amount of the guaranteed or preferential Shares so created, absolutely cease.

Extension of Sect. 28. of Act of 1853,

XXXIII. Section 28. of the Act of 1853 extends to new Shares hereafter created by the Company under the Authority of Section 27. of

as to Application of Shares for reducing Debt.

of that Act as extended by this Act, and also to the Debenture Stock created in lieu of creating and issuing any of such new Shares.

Preferential Shares to be converted into Stock.

XXXIV. When any guaranteed or preferential Shares are fully paid up, the Company shall, as soon as conveniently may be, convert and consolidate such Shares into Stock, to be called "Debenture Stock," bearing the same Rate *per Centum per Annum* of preferential Interest or Dividend and conferring the same Privileges and Advantages as the guaranteed or preferential Shares in respect of which such Conversion and Consolidation are made: Provided always, that in lieu of creating and issuing guaranteed or preferential Shares, and afterwards converting such Shares into Stock, the Company may in the first instance create and issue Debenture Stock in such Manner, on such Terms, with such Rights and Privileges, and subject to such Conditions, as are by this Act authorized or conferred with respect to the guaranteed or preferential Shares.

Limiting Amount of preferential Dividend.

XXXV. Any preferential Interest or Dividend to be attached to any guaranteed or preferential Shares or Debenture Stock hereafter issued under the Powers of this Act shall be at a Rate not exceeding Five Pounds *per Centum per Annum*.

Existing guaranteed Shares not to be prejudiced.

XXXVI. Any Preference or Priority of Interest or Dividend which may be granted in respect of any Shares or Stock issued under the Powers of this Act shall not prejudice or affect any Guarantee, Preference, or Priority in the Payment of Interest or Dividend on any other Shares or Stock which may have been granted by the Company in pursuance of or which may have been created or confirmed by any previous Act of Parliament, or which may otherwise be lawfully subsisting.

Debenture Stock to be registered.

XXXVII. The Company shall cause Entries of the Debenture Stock from Time to Time created to be made in a Register to be kept for that Purpose, wherein they shall enter the Names and Addresses of the several Persons and Corporations from Time to Time entitled to any such Debenture Stock, with the respective Amounts of such Stock to which such Parties shall be respectively entitled; and such Register shall be accessible for Inspection and Perusal at all reasonable Times to every Mortgagee or Bondholder, Debenture Share or Stockholder, or other Share or Stockholder of the Company, without the Payment of any Fee or Charge.

Application of Monies.

XXXVIII. Subject to the Provisions of the Act of 1853 and this Act respectively, the Monies raised by the Company by Shares and by borrowing respectively shall be applicable for the Purposes by the Act of 1853 and this Act respectively authorized, and not for any other Purpose.

XXXIX. Every

Voting for new Shares.

XXXIX. Every Proprietor of Four or more Shares of the nominal Value of Twenty-five Pounds each created and issued under the Authority of this Act, and upon which that Amount shall have been paid, shall have One Vote in respect of every Four such Shares, and in case the full Amount shall not have been paid up on any Shares the Proprietor shall have One Vote for every One hundred Pounds which shall have been paid up on such Shares: Provided always, that no Shareholder shall have more than Ten Votes as Proprietor.

Votes to be given as provided by Act of 1853.

XL. Votes in respect of Shares created and issued under the Authority of this Act may be given by such Persons and in such Manner as Votes in respect of Shares authorized to be raised by the Act of 1853.

Future Preference Shares not to confer Right to vote.

XLI. No Share or Stock hereafter created under the Authority of Section 27. of the Act of 1853 or under the Authority of this Act, with any guaranteed or preferential Dividend, shall confer any Right of voting or any Qualification, unless at or before the Time of the Issue thereof the Company otherwise resolve.

Repeal of Part of Sect. 35. of Act of 1853.

XLII. So much of the Thirty-fifth Section of the Act of 1853 as enacts, that on every General Annual Meeting Six only of the then retiring Directors shall be eligible to be re-elected, but after the Interval of One Year all or any of the Company of Proprietors who shall have been Directors the Year but One previous may be re-elected, is hereby repealed.

All Directors eligible to Re-election.

XLIII. Every Director of the Company whose Term of Office expires in accordance with the Provisions of Section Thirty-five of the Act of 1853 shall be eligible to be re-elected immediately upon his Retirement or at any future Time.

Power for Company to purchase Lands by Agreement.

XLIV. The Company may take from *George Hounsfield* and *William Waterfall*, their Heirs or Assigns, a Conveyance of the whole of *Hinde's Land*, and may complete the Contract for the Purchase of the whole of *Wheat's Land*.

Power for Company to sell Property useless for their Supply of Water.

XLV. It shall be lawful for the Company from Time to Time to sell and dispose of the following Lands and Hereditaments, or their then Reversion or other Estate or Interest therein, to such Persons, at such Prices, in such Manner, and on such Terms and Conditions as the Company think fit; that is to say,

1st. Such Parts of *Hinde's Land* and *Wheat's Land* respectively then previously purchased by the Company as they do not now or may not at any Time hereafter deem it requisite to retain for the Purposes of their Waterworks or for the Protection of the same:

2dly. Such Parts of the ancient Reservoirs and Works and Lands purchased by the Company under the Authority of the first-recited Act, and situate near to *Whitehouse*, *Portobello*, and *Crooksmoor*, in the Parish of *Sheffield*, and the Easements, Water Rights, and Privileges of the Company belonging thereto or exercised or enjoyed therewith, as they do not now or may not at any Time hereafter deem it necessary to retain for the Purposes of their Waterworks or for the Protection of the same:

3dly. Such and so many of the several Mills, Manufactories, and Works situate on the River *Rivelin* above its Junction with the River *Loxley*, with the Water Rights belonging thereto, which the Company have purchased or contracted to purchase and shall accordingly purchase, under the Provisions in that Behalf contained in the Act of 1853, as they do not now or may not at any Time hereafter deem necessary to retain for the Purposes of their Waterworks or for the Protection of the same.

Interim Power for Company to lease useless Property.

XLVI. Provided always, That from Time to Time until the Sale by the Company of the Lands and Hereditaments hereby authorized to be sold the Company may demise any Parts of those Lands and Hereditaments to any Persons, for such Periods, and for such Purposes, and at such Rents or for such Considerations, and on such Terms and Conditions, as the Company think most to their Advantage; and the subsequent Sale by the Company as authorized by this Act of such Parts of those Lands as they so demise shall be subject and without Prejudice to the Demises thereof so made.

Conditions of Leases and Sales for Protection of Waterworks.

XLVII. For the Protection of the Company and their Waterworks, and the Water to be supplied by them, from Loss, Waste, Fouling, Damage, Injury, or Prejudice, the Company, on the Sale or Demise of any Parts of the said Lands and Hereditaments so authorized to be sold or demised, may, by Agreement with the Lessee or Purchaser thereof, impose such Restrictions or Obligations with respect to the Appropriation, User, or Enjoyment thereof as the Company think fit.

Form of Conveyance.

XLVIII. The Form of Conveyance given in the Schedule to this Act annexed, with such Modifications, if any, thereof, or Additions, if any, thereto, as the Company, under the Circumstances of the Case, think fit, may be used on the Conveyance of any Lands and Hereditaments sold by them, and a Deed accordingly, under the Common Seal of the Company, shall be effectual to vest the Lands and Hereditaments comprised therein in the Purchaser of the same for the Estate purchased by him, but subject to the Exceptions, Reservations, Restrictions, Obligations, Terms, Conditions, and Provisions expressed in or referred to by the Deed or in or by any Schedule thereto.

XLIX. The

Receipts for Purchase Monies and Rents.

XLIX. The Receipt in Writing of the Company under their Common Seal, or the Receipt of the Treasurer of the Company, or of any other Person authorized by the Company by Writing under their Common Seal to receive the same, in Writing under his respective Hand, for any Monies payable to the Company as Purchase Monies on the Sale of any of the Lands and Hereditaments hereby authorized to be sold, or as Rents or Profits of the Company arising from their Lands and Hereditaments from Time to Time unsold, shall be sufficient and effectual Discharges for the same.

Application of Purchase Monies and Rents.

L. The net Purchase Monies received by the Company on the Sale of any of the Lands and Hereditaments hereby authorized to be sold as aforesaid shall be applicable generally for the Purposes of the Act of 1853 and this Act respectively; and the net Rents and Profits of the Company arising from their Lands and Hereditaments from Time to Time unsold shall be applicable as Part of the Revenues of the Company.

Disposal of superfluous Lands within limited Period.

LI. The Provisions of this Act shall not be construed to relieve the Company from the Obligation to dispose of their superfluous Lands within the Period limited in that Behalf by "The Lands Clauses Consolidation Act, 1845;" and if any Lands belonging to the Company become superfluous after the Period prescribed by that Act has expired, the same shall be sold within Ten Years after they become superfluous.

Company's Accounts to be sent to Clerk of the Peace and Town Clerk on the Day herein named.

LII. The Day in every Year on or before which the Company shall send a Copy of their annual Accounts of Receipts and Expenditure to the Clerk of the Peace for the West Riding of the County of *York* and the Town Clerk of the Borough of *Sheffield* respectively, in accordance with Section 83. of the Waterworks Clauses Act, 1847, shall be the Thirtieth Day of *April*, instead of the Thirtieth Day of *January*; and the Copy so sent next after the passing of this Act shall be sent on or before the Thirtieth Day of *April* One thousand eight hundred and sixty-one.

Saving of Rights under Act of 1853 of Mill-owners, &c.

LIII. Nothing in this Act contained shall repeal, alter, or prejudice any of the Provisions of the Act of 1853 relating to the Flow and Supply by the Company of Ten Cubic Feet of Water *per* Second and Seven Cubic Feet of Water *per* Second for the Use of the Owners, Lessees, and Occupiers of Mills and Works on the Rivers *Rivelin*, *Loxley*, and *Dun*, or any Provisions, Powers, or Remedies in or by the said Act contained or given for securing, regulating, or enforcing such Flow and Supply of Water.

Company not exempted from Pro-

LIV. Nothing in this Act contained shall exempt the Company from the Provisions of any General Act relating to the Public Health now in force

visions of Public Health Acts.

force or which may be passed during the present or any future Session of Parliament.

Expenses of Act.

LV. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be borne and paid by the Company.

---

## SCHEDULE.

---

### Form of Conveyance.

By virtue of the "Sheffield Waterworks Act, 1860," the Company of Proprietors of the Sheffield Waterworks, in consideration of, *&c.*, hereby grant to *A. B.* of, *&c.*, his Heirs and Assigns, all, *&c.*, with all Rights, Powers, Authorities, and Privileges of the Company over and with respect to the Waters in or flowing into the same, except, *&c.*, and all Easements, *&c.*, except, *&c.*, and all the Estate, Interest, Claim, and Demand of the Company therein and thereto, except, *&c.*, to have, hold, and enjoy the same unto and by the said *A. B.*, his Heirs and Assigns, to the Use, *&c.*, as fully and freely as the Company now have, hold, and enjoy the same, but subject as herein-after or in the Schedule hereto expressed. [*Here or in a Schedule may be specified any Lease of the Property, and any Reservations, Restrictions, Obligations, Covenants, Terms, Conditions, and Provisions, agreed on.*] In witness, *&c.*

---

LONDON:
Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1860.