CHAPTER clxxi.

An Act to confer further powers upon the South Staffordshire Waterworks Company; and for other purposes. A.D. 1878.

[22d July 1878.]

WHEREAS the South Staffordshire Waterworks Company (in this Act referred to as "the Company") were incorporated by the South Staffordshire Waterworks Act, 1853, and that Act has been amended and enlarged by the South Staffordshire Waterworks Amendment Act, 1857, the South Staffordshire Waterworks Amendment Act, 1864, the South Staffordshire Waterworks Act, 1866, and the South Staffordshire Waterworks Act, 1875: 16 & 17 Vict. c. cxxxiii. 20 & 21 Vict. c. cxxvi. 27 & 28 Vict. clxxxix. 29 & 30 Vict. c. lix. 38 & 39 Vict. cclxxxvi.

And whereas it is expedient, with a view to enabling the Company to afford an improved supply of water to parts of their district, that they should have power to construct the new reservoirs, aqueducts, and other works by this Act authorised:

And whereas it is expedient that the limits within which the Company may supply water should be extended to the parish of Rugeley, in the county of Stafford:

And whereas plans and sections showing the lines and levels of the reservoirs, aqueducts, and other works authorised by this Act, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes of this Act, were duly deposited with the clerk of the peace for the county of Stafford, and with the clerk of the peace for the city and county of the city of Lichfield, and are herein-after respectively referred to as the deposited plans, sections, and books of reference:

And whereas since the deposit of the plans in November an alteration has been agreed upon as to the site of the reservoir or filter bed at Seedy Mill shown upon such plans:

And whereas plans (in this Act referred to as the altered plans) showing the new site of the reservoir and of an aqueduct or main pipe in connexion therewith, with a book of reference to the said

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altered plans and sections of the new or substituted works, were deposited on or before the 20th day of March 1878 at the office of the clerk of the peace for Staffordshire, and it is expedient that the reservoir and works connected therewith should be constructed according to the altered plans, and not in accordance with the original plans:

And whereas the Company have power to raise by shares or stock sums amounting together to six hundred thousand pounds and one hundred and fifty thousand pounds by borrowing:

And whereas five hundred and twelve thousand five hundred pounds of the said share capital have been subscribed for, and of this four hundred and seventy-eight thousand and twenty-four pounds have been paid up, and the Company has issued thirty-four thousand four hundred pounds of four pounds per centum debenture stock, which has been fully paid up, and has also borrowed and now owe on mortgage seventy-six thousand nine hundred and thirty-four pounds, and it is expedient that the Company should have power to raise further moneys:

And whereas it is expedient that the powers of the Company be in various respects enlarged, and that their Acts of Parliament should be in certain particulars amended and enlarged:

And whereas the objects 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. This Act may be cited as the South Staffordshire Waterworks Act, 1878, and this Act shall be construed together with the other Acts of the Company as one Act, except so far as such construction would be inconsistent with or repugnant to the provisions of this Act.

Incorporation of general Acts.
8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
10 & 11 Vict. c. 17.
26 & 27 Vict. c. 93.
8 & 9 Vict. c. 30.

2. The Lands Clauses Consolidation Acts, 1845, 1860, and 1869;

The Waterworks Clauses Acts, 1847 and 1863;

The provisions of the Railways Clauses Consolidation Act, 1845, with respect to the temporary occupation of lands near the railway during the construction thereof, so far as the same are applicable for the purposes of the reservoirs or either of the reservoirs by this Act authorised, and in construing the provisions of the said Act of 1845 the expression "the railway" shall mean the reservoirs by this Act authorised:

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The clauses and provisions of the Companies Clauses Consolidation Act, 1845, with respect to— 8 & 9 Vict. c. 16.

The distribution of the capital of the Company into shares;
The transfer or transmission of shares;
The payment of subscriptions and the means of enforcing the payment of calls;
The forfeiture of shares for non-payment of calls;
The remedies of creditors of the Company against the shareholders;
The borrowing of money by the Company on mortgage or bond;
The conversion of borrowed money into capital;
The consolidation of shares into stock;
The making of dividends;
The giving of notices;
The provision to be made for affording access to the special Act by all parties interested;

And also Parts I., II., and III. of the Companies Clauses Act, 1863, relating respectively to the cancellation and surrender of shares, to additional capital, and to debenture stock; 26 & 27 Vict. c. 118.

are (except where expressly varied by or inconsistent with this Act) incorporated with and form part of this Act.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; and for the purposes of this Act the expression "superior courts," or "courts of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

As to deposit of plan in March 1878.

4. The plans and other documents deposited as aforesaid in the month of March with the clerk of the peace for the county of Stafford shall be kept by him as documents deposited under the standing orders of Parliament for the purposes of this Act, and shall for the purposes of this Act and for all other purposes be deemed to form part of the deposited plans.

Power to make new waterworks according

5. The Company may, subject to the provisions of this Act, make and maintain the reservoirs, aqueducts, and other works herein-after described in the lines and situation and on the levels

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to deposited plans.

shown on the deposited plans and sections, and may enter upon, take, purchase, and use such of the lands delineated on the said plans and described in the deposited books of reference as the Company may deem necessary for the purposes aforesaid and of their undertaking, and the Company may take, use, and appropriate for the purposes of the works authorised by this Act any of the waters which now flow into or which the Company have the right to use or appropriate for the purposes of their existing or authorised works.

Description of works.

6. The works which the Company may, subject to the provisions of this Act, make and maintain are the following:

A reservoir, No. 1, at or near a place called "the Outwoods," in the township of Horninglow, in that part of the parish of Burton-upon-Trent which lies in the county of Stafford;

An aqueduct or main pipe, No. 2, commencing from and out of and on the south side of reservoir No. 1, and terminating in the said parish of Burton-upon-Trent by a junction with the existing aqueducts or main pipes of the Company in the town of Burton-upon-Trent;

An aqueduct or main pipe, No. 3, commencing in that part of the parish of Saint Michael Lichfield which lies in the city and county of the city of Lichfield, at the pumping station of the Company at Sandfield, in the same parish, city, and county, by a junction with the aqueduct or main pipe of the Company at that place, and terminating in the township of Streethay, in that part of the parish of Saint Michael Lichfield, which lies in the county of Stafford, by a junction with the aqueduct or main pipe of the Company constructed under the Burton-upon-Trent Water Act, 1861, herein-after referred to and called "the Burton-upon-Trent Aqueduct," at or near to the place where the public highway (formerly the old Lichfield and Burton-upon-Trent turnpike road) crosses the South Staffordshire Railway on the level;

24 & 25 Vict. c. xcv.

An aqueduct or main pipe, No. 4, commencing in the township of Fradley, in the parish of Alrewas, in the county of Stafford, in the turnpike road which leads from the city of Lichfield to Burton-upon-Trent, at a point distant one hundred yards or thereabouts from the south side of the bridge (No. 89) which carries the said turnpike road over the Coventry Canal, by a junction with the Burton-upon-Trent aqueduct, and terminating in the said township and parish by a junction in the same turnpike road with the same aqueduct at a point distant one hundred yards or thereabouts from the north side of the said canal bridge;

An aqueduct or main pipe, No. 5, commencing in the parish of Alrewas, in the county of Stafford, in the turnpike road which leads from the city of Lichfield to Burton-upon-Trent, at a point in that road distant two furlongs or thereabouts from the place where the line which divides the said parish of Alrewas from the township of Wichnor, in the parish of Tatenhill, in the county of Stafford, crosses the said road by a junction with the Burton-upon-Trent aqueduct, and terminating in the said township of Wichnor by a junction in the same turnpike road with the same aqueduct at or near to the place where the road to Wichnor Forge leads from and out of the said turnpike road;

An aqueduct or main pipe, No. 6, commencing in the township of Barton-under-Needwood, in the parish of Tatenhill, in the county of Stafford, in the turnpike road which leads from the city of Lichfield to Burton-upon-Trent, by a junction with the Burton-upon-Trent aqueduct at a place distant fifty yards or thereabouts from the place where the line which divides the township of Barton-under-Needwood from the township of Dunstall, in the said parish of Tatenhill, crosses the said road, and terminating in the township of Branstone, in the said parish of Burton-upon-Trent, by a junction with the Burton-upon-Trent aqueduct in the said road at or near to the place where the road to the farms in Branstone in the respective occupations of Charles Hunter and the Messieurs Belfield leads from and out of the said turnpike road;

A reservoir, No. 7, in the township of Curborough and Elmhurst, in the parish of Saint Chad Lichfield, and in the parishes of Longdon and King's Bromley, in the county of Stafford, in certain fields belonging or claimed to belong to Sir Charles Forster, Bart., lying on the west side of the highway leading from Lichfield to Handsacre;

An aqueduct or main pipe, No. 8, commencing on the east side of the said reservoir, and terminating in the parish of King's Bromley, in the said county of Stafford, in the existing tunnel aqueduct of the Company.

Company not to construct certain works

7. Nothing in this Act contained shall authorise the Company to make or maintain or otherwise to exercise any powers in respect of the reservoir or filter bed, No. 7, or the aqueduct or main pipe, No. 8, shown upon the plans deposited by them in November last.

Limits of deviation.

8. In the construction of the works authorised by this Act, the Company may deviate laterally to any extent not exceeding the

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limits of lateral deviation shown on the deposited plans, and where on any street or road no such limits are shown, the boundaries of such street or road shall be deemed to be such limits, and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding in the case of the reservoirs three feet upwards and five feet downwards, and in the case of all other works to an extent not exceeding ten feet: Provided always, that the Company shall not construct any embankment or wall of the reservoirs of a greater height above the general surface of the ground than that shown in each case on the deposited sections.

Period for compulsory purchase of lands.

9. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing thereof.

Period for completion of works.

10. If the works herein-before referred to respectively as Nos. 1, 2, 7, and 8 are not completed within five years and those referred to respectively as Nos. 3, 4, 5, and 6 are not completed within ten years from the passing of this Act, then on the expiration of those respective periods the powers by this Act granted to the Company for executing the said works, or in relation thereto, shall cease to be exercised, except as to so much thereof as shall be completed within the time as by this Act limited.

Power to take additional lands by agreement.

11. The Company may from time to time for the purposes of their undertaking purchase by agreement, in addition to the lands which they are authorised to take by compulsion, any lands not exceeding in the whole five acres.

Power to take easements, &c.
8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.

12. Persons empowered by the Lands Clauses Consolidation Act, 1845, or otherwise enabled to convey or release lands may, subject to the provisions of that Act, and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company for the purposes of this Act or of the existing Acts of the Company any term, estate, easement, interest, right, or privilege (not being an easement of water) in, over, affecting, or belonging to such lands, at a yearly rent or otherwise, and the provisions of those Acts with respect to lands and rentcharges shall, so far as the same are applicable in that behalf, extend and apply to such grants, easements, rights, and privileges.

Power to lay down new mains.

13. The Company may from time to time take up existing mains, and in their place lay down new or enlarged mains, in any part of the districts to which their powers extend, but the Company shall make compensation for any damage done in relaying any such mains.

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Confirming agreement with Sir C. Forster, Bart.

14. The agreement entered into between Sir Charles Forster, of Lysways Hall, in the county of Stafford, Baronet, of the one part, and the Company of the other part, a copy of which is scheduled to this Act, is hereby confirmed and declared binding upon the parties thereto, and full force and effect shall and may be given thereto accordingly.

29 & 30 Vict. c. lix. ss. 15, 16 extended to this Act.

15. Sections 15 and 16 of the South Staffordshire Waterworks Act, 1866, shall extend and apply to the reservoir No. 1, and to the aqueducts or main pipes Nos. 2 and 6, by this Act authorised, in the same manner as if those sections, so far as they are applicable, were re-enacted in this Act in reference to such respective works.

Application of certain sections of 24 & 25 Vict. c. xcv., 27 & 28 Vict. c. lxxxix., and 29 & 30 Vict. c. lix., for protection of certain companies, &c.

16. The following protective sections of existing Acts shall extend and apply to works by this Act authorised as if those sections, so far as they are applicable, were re-enacted in this Act in reference to such respective works; that is to say,

Section 26 of the Burton-upon-Trent Water Act, 1861, relating to the Coventry Canal and the proprietors thereof;

Section 29 of that Act relating to the Midland Railway;

Sections 56, 57, and 58 of that Act relating to roads in Burton-upon-Trent;

Sections 16, 17, 18, and 19 of the South Staffordshire Waterworks Amendment Act, 1864, relating to Lichfield streets and turnpike roads;

Section 17 of the South Staffordshire Waterworks Act, 1866, relating to the Trent and Mersey Navigation;

Section 18 of that Act relating to the South Staffordshire and London and North-western Railway Companies.

Tamworth borough and district not be subject to restrictionsof 38 & 39 Vict. c. 55. s. 52.

17. Although the municipal borough of Tamworth and parts of the district of the rural sanitary authority of the Tamworth Union are included within the Company's limits of supply from and after the passing of this Act, the restrictions contained in section 52 of the Public Health Act, 1875, shall not be in force as regards the urban sanitary authority of the said borough or the said rural sanitary authority.

For protection of Birmingham Canal Navigation. 16 & 17 Vict. c. cxxxiii. 29 & 30 Vict. c. lix.

18. The provisions contained or referred to in the South Staffordshire Waterworks Act, 1853, and in the South Staffordshire Waterworks Act, 1866, for the protection of the works and property of the Company of Proprietors of the Birmingham Canal Navigations shall extend and apply to the works to be executed under the authority of this Act, and to all acts and proceedings under this Act, in the same manner as if such provisions, so far as they are

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applicable, were re-enacted in this Act in reference to such respective works, acts, and proceedings, save and except that nothing in those Acts or this Act contained shall interfere or be construed to interfere to prevent the Company from making and maintaining the works to be executed under the authority of this Act, or render it necessary before proceeding to execute the same, or any part or parts thereof, or taking or interfering with the property of the said Company of Proprietors for such purpose, to obtain the previous consent of such proprietors in writing under their common seal.

For protection of the Midland Railway Company.

19. All works authorised by this Act interfering with or affecting in any way the Midland Railway, or any siding thereof, shall be executed at the expense of the Company under the superintendence and to the reasonable satisfaction of the principal engineer of the Midland Railway Company, and according to plans and specifications to be previously submitted to such engineer and approved by him in writing: Provided that if such engineer shall not have expressed his approval or disapproval of the said plans and specifications within one month after the same shall have been submitted to him, he shall be deemed to have approved thereof, and the said works shall be constructed and maintained so that the traffic upon the Midland Railway shall not be in anywise impeded or interfered with, and such maintenance shall be effected under the superintendence and to the reasonable satisfaction of the engineer of the Midland Railway Company, and in all things at the expense of the Company.

Works crossing or affecting railways of London and North-western Railway Company. 37 & 38 Vict. c. clix.

20. The Company shall perform, observe, and be bound by the following stipulations and provisions; that is to say,

(1.) The aqueduct or main pipe No. 2 (in this section referred to as aqueduct No. 2) passing along the Shobnall Road where that road will cross over the railway No. 1 of the Burton branches authorised to be constructed by the London and North-western Railway Company (in this section referred to as the Railway Company) by the London and North-western Railway (England and Ireland) Act, 1874, and for the extent along that road as the levels thereof are authorised to be raised by that Act, shall be carried along the centre line of that road, or as near thereto as any existing sewerage works in that road will permit, and so as not in any manner to interfere with the structure of the bridge for carrying that road over that railway or with that railway:

(2.) The aqueduct No. 2, where it will so cross over the said railway No. 1 of the Burton branches, and for the extent

aforesaid along the Shobnall Road and the aqueduct or main pipe No. 3 (in this section referred to as aqueduct No. 3), where it will pass under the Trent Valley and South Staffordshire Railways of the Railway Company, shall for the entire length of such respective crossings, and for 15 feet on each side of each of those railways at such respective crossings, be of such materials, dimensions, quality, and thickness as the principal engineer of the Railway Company shall in writing reasonably approve, and such aqueduct No. 3 shall be so carried under the said Trent Valley and South Staffordshire Railways respectively, for the extent of and for 15 feet on each side of such crossings, by means of walled passages or culverts of sufficient height and width to admit of the same being examined to ascertain the condition and state of repair and to effect the repairs and renewals thereof; and all the works at all such respective crossings, as also for effecting the respective junctions of such aqueduct No. 3 with the existing aqueduct or main pipe of the Company now running along the said South Staffordshire Railway at their pumping station at Sandfield, as also at the termination of such aqueduct No. 3, and all other mains, pipes, and works to be laid, constructed, or executed, in exercise of the powers contained in this Act, crossing or in any way interfering with or affecting the said respective railways, or any of the bridges or other works thereof respectively, or any lands or property held, used, or occupied by the Railway Company for the purposes thereof respectively, and all maintenance, repairs, and renewals thereof respectively, shall be done and executed by the Company according to plans and specifications to be submitted to and approved in writing by and to the reasonable satisfaction in all respects and under the superintendence of such engineer, and in all things at the expense of the Company; and when any such works, maintenance, repairs, and renewals are commenced, they shall be executed and completed with all due despatch, and shall be so constructed, executed, and maintained that the said railways, or any of the works thereof respectively, shall not be injured nor the traffic thereupon in any way impeded:

(3.) If any difference or dispute shall arise between the engineers of the respective Companies as to execution of the works to be done by the Company under the powers of this Act, the same shall be referred to and settled by an engineer to

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be agreed upon between the Companies, or, in case of difference, to be appointed on the application of either Company by the President for the time being of the Institution of Civil Engineers, and the costs of such arbitration shall be in the discretion of the arbitrator:

(4.) In case the Company shall not at all times so duly maintain and keep repaired and renewed the said mains or pipes, walled passages, culverts, and works at such respective crossings and junctions, or in case of any accident happening to or defect appearing in or there being any leakage from or bursting of such mains or pipes at or near such respective crossings or junctions, the Railway Company may effect such maintenance and repairs and renewals of all works necessary to stop such leakage and bursting, and recover from the Company the amount of their expenditure in that behalf, with full costs, by all and the same means as any simple contract debt is recoverable; and if by reason of or of the failure of any works, operations, or proceedings of the Company or any of their contractors, or the agents, servants, or workmen of the Company or of their contractors, the said railways or any of the works thereof respectively shall be injured, the Company shall forthwith make good the same, or in case they shall make default in that behalf, then the Railway Company may make good the same, and recover as aforesaid from the Company the amount of their expenditure in that behalf, with full costs; and if any interruption shall be occasioned to the traffic on the said respective railways by reason of or of the failure of any works, operations, or proceedings of the Company or any of their contractors, or the agents, servants, or workmen as aforesaid, the Company shall pay to the Railway Company all costs and expenses to which they may be put, as also compensation for all loss and inconvenience to be sustained by them by reason of any such interruption, such costs, expenses, and compensation to be recovered as aforesaid, with full costs:

(5.) The Company shall not, without the consent in writing of the Railway Company under their common seal, purchase, take, enter upon, or interfere with their said railways or the works thereof, or any lands or property belonging to them, or which they have power to acquire, except that the Company may purchase, and the Railway Company may and shall sell and grant to the Company, such easements as may be necessary for effecting the said junctions,

and for carrying the aqueduct No. 3 across the said railways according to the provisions herein-before prescribed, and for maintaining, repairing, and renewing the same and the works thereof for and at such respective junctions and at such respective crossings, the sums to be paid by the Company for the acquisition of such respective easements shall be ascertained in case of difference in the manner prescribed by the Lands Clauses Consolidation Act, 1845, or any its amending Act, with respect to the purchase of lands otherwise than by agreement: 8 & 9 Vict. c. 18.

(6.) Nothing in this Act contained shall prejudice, diminish, alter, or take away any of the rights, privileges, or powers of the Railway Company otherwise than is in this section expressly provided.

Extension of limits for supply of water.

21. The limits within which the Company may supply water and exercise the powers conferred upon them by the recited Acts shall extend to and include, in addition to the parishes, townships, and places within the present authorised limits of supply of the Company, the parish of Rugeley, in the county of Stafford: Provided always, that if the Company shall not, within five years from the passing of this Act, lay down water mains into the district of the Rugeley Local Board which forms part of the said parish of Rugeley, and be in a position within such period to supply the said district with water, then and in that case on the expiration of such period the powers by this section granted to the Company shall absolutely cease to be exercised within the said district.

Extending certain clauses of 8 & 9 Vict. c. 20 to Rugeley Local Board and Gas Company.

22. For protection of the Local Board of the district of Rugeley and the Rugeley Gas Company respectively, and of the gas mains and pipes of the said Gas Company, sections 18, 19, 20, 21, and 23 of the Railways Clauses Consolidation Act, 1845, shall be incorporated with and form part of this Act, and for the purposes of this Act "the railway" in those sections shall mean the works of the Company by this Act authorised.

Restrictions upon Company in laying down pipes in Rugeley.

23. No works connected with the laying down of mains in the streets under the charge of the said Rugeley Local Board, and within the limits of that district, shall in any manner be commenced under the powers in this Act contained until the expiration of three days notice in writing of the intention to commence such works shall have been left at the office of the clerk of the said Local Board, or shall have been delivered to the surveyor of such Local Board, and the opening of the said streets, or any of them, for the purpose of

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laying down or constructing such works or for laying any pipe, and the re-making of such streets, and all other works of every description connected with the same respectively, at any time hereafter to be performed by the Company, or by any person authorised by them, shall be carried on and executed under the direction and superintendence and to the satisfaction of the said Local Board or their surveyor; and in case in the laying down or construction of the works, or any of them, the Company shall do or cause any damage to the said streets, or any of them, or to any brick or other drain, sewer, cesspool, water channel, or other convenience connected therewith, or any of them, and shall not forthwith proceed to repair and make good such damage to the satisfaction of the said Local Board or their surveyor, or if by reason of the laying down or construction of any of the works hereby authorised or required to be constructed by the Company any alteration of the said streets, or any of them, or of the drains, sewers, cesspools, or water channels connected therewith, shall, in the judgment of the said Local Board or their surveyor, be rendered necessary, then, and in any of such cases, it shall be lawful for the surveyor of such Local Board to cause all such repairs and alterations to be made as the said Local Board or their surveyor shall think fit, and all costs and expenses of such repairs and alterations shall be paid on demand by the Company, or, in default of payment for twenty-one days after demand, may be recovered by the said Local Board, as the case may be, from the Company, with full costs of suit, in Her Majesty's High Court of Justice.

Only one half of streets in Rugeley to be interfered with at the same time.

24. The Company shall not at any time during the progress of laying down or constructing the works hereby authorised, or of performing any other works connected with the said streets, shut up or in any way impede the public traffic along more than one half in width of any of the said streets at any one and the same time.

For protection of streets in Rugeley during construction of works by Company.

25. The Company shall and they are hereby required at their own expense to do and perform all such acts and things in the way of watching, lighting, and fencing, and all such other precautionary measures during the progress of the works hereby authorised, or of any other works connected with the said streets under the powers of this Act, as shall be necessary and requisite for public safety, convenience, and protection, and the Company shall be answerable for all accidents and damage which may happen by reason or in consequence of any of their works.

Power to raise additional money by creation of new shares or stock.

26. The Company may from time to time raise by the creation of new shares or new stock, in addition to any sums which they have raised and are authorised to raise under and by virtue of any other Act, any sum or sums of money not exceeding in the whole one hundred and fifty thousand pounds.

Mode of raising new capital.

27. Such additional capital may be raised by means of new ordinary shares or new ordinary stock, or new preference shares or new preference stock, or partly by one mode and partly by the other, as the Company from time to time think fit: Provided always, that no share or stock shall be issued by the Company or shall vest in the person accepting the same until not less than twenty per centum on the nominal amount of such share and the whole of the nominal amount of such stock shall have been paid thereon.

New shares or stock to be considered same as original shares, except as otherwise provided.

28. Except as by or under the provisions of this Act otherwise provided, the capital so to be raised by the creation of new shares or stock shall be considered as part of the general capital of the Company, and according to the amount from time to time paid up thereon so much of the new capital as shall be raised by ordinary shares shall confer the like rights of voting and qualification as the original capital of the Company.

Limit of dividend on new capital.

29. The Company shall not in respect of any one year pay out of their profits any larger dividend on the additional share capital to be raised under the powers of this Act, or on any part thereof, than seven pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as ordinary capital, or six pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as preference capital.

Power to borrow on mortgage.

30. The Company may from time to time borrow on mortgage additional sums, not exceeding in the whole fifty thousand pounds, in respect of the additional capital of one hundred and fifty thousand pounds by this Act authorised to be raised: Provided that, in respect of every twenty thousand pounds of such additional capital issued and accepted, and one half whereof shall have been paid up, the Company may borrow a sum or sums not exceeding in the whole five thousand pounds; but no part of any of the said sums of five thousand pounds shall be borrowed until shares for so much of the portion of the additional capital in respect whereof the borrowing powers are to be exercised as is to be raised by means of shares are issued and accepted, and one half of such capital is paid up, and the Company have proved to the justice who is to certify under the

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8 & 9 Vict. c. 16.

fortieth section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that shares for the whole of such portion of additional capital have been issued and accepted, and that one half of such portion has been paid up, and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and until stock for one half of so much of the same portion of additional capital as is to be raised by means of stock is fully paid up, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares or stock, as the case may be, were issued and accepted, and paid up bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also, so far as the said additional capital is raised by shares, that such persons or corporations, or their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

As to conversion of borrowed money into capital.

31. The Company shall not have power to raise the money by this Act authorised to be borrowed on mortgage, or any part thereof, by the creation of shares or stock instead of borrowing, or to convert into capital the amount borrowed under the provisions of this Act, unless in either case all dividends upon such shares or stock, whether ordinary or preferential, are limited to a rate not exceeding five pounds per centum per annum.

Existing mortgages and bonds to have priority.

32. The mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the time of the passing of this Act, shall, during the continuance of such mortgages and bonds, and subject to the provisions of the Acts under which the same were respectively granted, have priority over any mortgages granted by virtue of this Act, but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Dividends to be paid rateably on each class of shares or stock.

33. In case the net revenues of the Company applicable to dividend shall in any year be insufficient to pay the full amount of the maximum rate of dividend to which each class of ordinary shares or stock in the capital of the Company is entitled, the same, until the class bearing the lowest rate of dividend has been paid its

maximum rate, shall be divided equally and rateably amongst the holders of each class of ordinary shares or stock.

Priority of mortgages over other debts.

34. All moneys to be borrowed under the powers of this Act and the interest thereon shall have priority against the Company, and the property from time to time of the Company, over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act; but this priority shall not affect any claim against the Company or their property in respect of any rentcharge granted or to be granted by them in pursuance of the Lands Clauses Consolidation Act, 1845, or the Lands Clauses Consolidation Acts Amendment Act, 1860, or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company in pursuance of any Act relating to the Company which is entitled to rank in priority to or pari passu with the interest or dividend on their mortgages or debenture stock, nor shall anything herein-before contained affect any claim in respect of land taken, used, or occupied by them for the purposes of this Act, or injuriously affected by the exercise of any of the powers of this Act.

8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.

As to appointment of a receiver.

35. Section 11 (for appointment of receiver) of the Act of 1853, and section 33 of the Act of 1875, are hereby repealed, but without prejudice to any appointment heretofore made, or to any proceedings pending at the passing of this Act, and in lieu thereof mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver; and in order to authorise the appointment of a receiver in respect of the principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less in the whole than ten thousand pounds.

Power to apply corporate funds to purposes of Act.

36. The Company may apply to the purposes of this Act any of the moneys which they have now in their hands or which they have power to raise by virtue of any Acts relating to the Company, and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Application of moneys.

37. All moneys raised by the Company under this Act, whether by shares, stock, debenture stock, or borrowing, shall be applied for the purposes of this Act, and for the general purposes of the Company.

38 & 39 Vict. c. clxxxvi. s. 38. to apply to new capital.

38. The provisions contained in the 38th section of the Company's Act of 1875, as to the conditional limit of dividend upon the new share capital by that Act authorised, shall also extend and apply to the new share capital by this Act authorised to be raised.

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Expenses of Act.

39. The costs, charges, and expenses preliminary to and of and incidental to the preparing, applying for, obtaining, and passing of this Act shall be paid by the Company.

SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made the thirtieth day of March one thousand eight hundred and seventy-eight, between Sir Charles Forster, of Lysways Hall, in the county of Stafford, Baronet, M.P., of the one part, and the South Staffordshire Waterworks Company (herein-after called "the Company") of the other part.

WHEREAS the said Sir Charles Forster is the owner in fee simple of the lands herein-after described and agreed to be sold, and of a mansion house called "Hanch Hall," with other lands and hereditaments near and adjoining thereto. And whereas the Company are promoting a Bill now pending in Parliament, intituled "A Bill to confer further powers upon the South Staffordshire Water-"works Company, and for other purposes," by which Bill they seek power (amongst other things) to construct a reservoir or filter bed in the township of Curborough and Elmhurst, in the parish of Saint Chad Lichfield, in the county of Stafford, and in the parish of Longdon, in the same county, or one of those parishes, on and near to the present Seedy Mill pools, upon lands belonging to the said Sir Charles Forster. And also to construct an aqueduct or main pipe commencing at such reservoir on the south side of the said pools, and terminating in the public highway leading from Lichfield to Abbots Bromley and Uttoxeter by a junction with the existing aqueduct of the Company at or near the place where the road leading to Seedy Mill leads from and out of the said public highway first mentioned, which proposed aqueduct is sought to be constructed on lands also belonging to the said Sir Charles Forster. And by the said Bill the Company also seek for power to take, use, and appropriate, for the purposes of the works to be authorised thereby, any of the waters which now flow into or which the Company have the right to use or appropriate for the purpose of their existing or authorised works. And whereas it has been arranged between the said Sir Charles Forster and the Company that, in consideration of the said Sir Charles Forster undertaking not to oppose the said Bill, the Company shall enter into the agreements and shall observe and perform the stipulations and conditions herein-after contained. Now it is hereby witnessed that, in consideration of the premises, it is agreed as follows:

1. Subject as herein-after mentioned, the said Sir Charles Forster shall not offer any opposition to the preamble of the said Bill or to any of the clauses thereof not inconsistent with these presents.

2. The Company shall take all necessary measures and shall use their best endeavours to obtain the insertion, by the Committee of the House of Lords

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to which the said Bill may be referred, of clauses and provisions in the said Bill for enabling the Company and the said Sir Charles Forster, his heirs and assigns respectively, to carry out the terms of this agreement, and shall pay all the costs and expenses of and incident to such measures, and the said Sir Charles Forster, his heirs and assigns, shall, at the request and costs in all things of the Company, concur in the application to Parliament for such powers.

3. The Company shall not proceed with and shall abandon such part of the said Bill as seeks any powers inconsistent with the obligations of the Company herein contained, and the Company shall not seek to obtain by the said Bill or consent to the insertion in the said Bill of any other powers enabling the performance of anything inconsistent with these presents.

4. The Company shall not proceed with and shall abandon the construction of the said reservoir or filter bed in the township of Curborough and Elmhurst, in the parishes of Saint Chad Lichfield and of Longdon, or one of such parishes, and shall also abandon the construction of the said aqueduct or main pipe, commencing at such reservoir or filter bed, and terminating in the public highway leading from Lichfield to Abbotts Bromley and Uttoxeter, and in lieu of such reservoir as aforesaid they may make and maintain on the lands hereby agreed to be sold a reservoir, in the township of Curborough and Elmhurst, in that part of the parish of Saint Chad Lichfield which lies in the county of Stafford, and in the parishes of Longdon and King's Bromley, in the same county, or in some or one of them, in certain fields belonging to the said Sir Charles Forster which lie on the west side of the highway which leads from the city of Lichfield to Handsacre, in the same county, occupied respectively by George Brown and Daniel Cope, and also an aqueduct or main pipe commencing on the east side of the said intended reservoir in the said township of Curborough and Elmhurst, passing through the said township into the parish of King's Bromley, and terminating in that parish in the existing aqueduct of the Company, the same respectively being made and maintained in accordance with the plans and sections of additional provision which, on the twentieth day of March one thousand eight hundred and seventy-eight, were deposited by the Company with the clerk of the peace for the county of Stafford.

5. The Company shall not proceed with and shall abandon the provisions in the said Bill authorising the purchase of Seedy Mill, with the outbuildings belonging thereto.

6. The Company shall purchase from the said Sir Charles Forster who shall sell to them the fee simple in possession of all those several closes or parts of closes, pieces or parcels of land, situate near to Hanch Hall, and in the parishes of Longdon and King's Bromley and in the township of Curborough and Elmhurst, in the parish of Saint Chad Lichfield, in the said county, bounded eastwardly by the public road leading from the city of Lichfield to Handsacre, and on all other sides thereof by other land of the said Sir Charles Forster, and containing in the whole by recent admeasurement nineteen acres and twenty perches or thereabout, and which said several closes or parts of closes of land are more particularly shown upon the plan hereto annexed and thereon distinguished by a pink edging, and the greater part of which are

comprised within the limits of deviation shown upon the deposited plans and books of reference referred to in the said Bill; and, notwithstanding anything in the said Bill (when an Act), the Company shall not take any other lands of the said Sir Charles Forster without the consent of the said Sir Charles Forster, his heirs or assigns.

7. The price to be paid by the said Company for the said land shall be at the rate of two hundred and fifty pounds per acre, and the same shall be paid and the purchase completed at the offices of Messieurs Wilkinson and Gillespie, in Walsall, on the twenty-eighth day of September next, from which day the Company shall be entitled to the apportioned rent of one pound per acre. If from any cause whatever the purchase shall not be completed on that day, then the Company shall pay to the said Sir Charles Forster, his heirs or assigns, interest on the purchase money or so much thereof as remains unpaid, at the rate of five pounds per centum per annum from that date until the completion of the purchase.

8. The sale hereby contracted for is made subject to the rights of the present tenants of the lands sold.

9. In addition to the above-mentioned purchase money the Company shall pay for the value of the timber, timber-like trees, and saplings upon the land sold the sum of one hundred pounds on the said twenty-eighth day of September, at the same place, and subject to the same provision for payment of interest by the Company in default of payment as aforesaid of the said sum of one hundred pounds as in the case of the above-mentioned purchase money, but it is expressly agreed that the sale shall not include the hedge and hedgerow timber at or near the north-western boundary of the said lands, but the said Sir Charles Forster reserves to himself such timber and the right to continue the same growing without any obstruction or damage by the Company, although it may overhang the lands sold.

10. The Company shall accept a twenty years title to the property, and shall admit the identity of the property with that described in the muniments offered by the said Sir Charles Forster, his heirs or assigns, as the title to the same, on the evidence of a statutory declaration by two persons who have known the property for the last twenty years. No objection shall be made to one of the deeds dated more than thirty years ago on account of its being unstamped, and the vendor shall not be required to furnish any title to a portion of the land which consisted of a narrow slang of land between the land comprised in the title deeds, or any of them, and the highway.

11. On payment of the purchase money above-mentioned and of the said sum of one hundred pounds, and of the costs, charges, and expenses which the Company by these presents agree to pay or to bear, the said Sir Charles Forster, his heirs or assigns, shall make and execute to the Company a proper conveyance of the lands hereby agreed to be sold.

12. The top-water level of the reservoir to be constructed on the lands hereby agreed to be sold shall be at least one foot lower than the sill of the floodgate across the Bourn brook, at or near the point marked A on the plan hereto annexed, and the banks of the said reservoir shall not be raised more

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than three feet above the said top-water level, and no spoil shall be deposited on any part of the said lands at a higher level than the said banks, and all such banks shall be levelled to a regular surface and turfed over so as not to create any unsightly object in the neighbourhood of Hanch Hall.

13. As soon as practicable after the Company shall take actual possession of the lands hereby agreed to be sold, they shall at their own cost fence round the said lands with a quickset hedge and a ditch on the outer side thereof, and the ditch along the south-west side of the said lands shall be six feet wide at the least, and of sufficient depth to facilitate the exit of flood water from the said Sir Charles Forster's other land into the Bourn brook, and the said quickset hedge shall at all times be kept trimmed and maintained in neat and good order and condition.

14. The Company shall, before obstructing or interfering with the present brook courses, or any of them, form within the boundaries of the lands purchased a new brook course or flood channel of the width of twenty feet at the least, for the purpose of carrying off the surplus water not required for storage in the said reservoir, and such channel shall be constructed at the most suitable level and in such manner to facilitate as far as possible the free passage of the surplus water in time of flood, and the Company shall provide sufficient means for preventing any overflow from the said reservoir upon any other land of the said Sir Charles Forster, his heirs or assigns.

15. The Company shall not erect upon any part of the lands purchased any dwelling-house or other erection of any kind, except a boat-house, without the written consent of the said Sir Charles Forster, his heirs or assigns.

16. The said Sir Charles Forster, his heirs and assigns, and his and their friends and persons authorised by him or them, not exceeding at any one time ten in number, shall at all times have and enjoy the right of fowling, fishing in, and otherwise sporting over the said reservoir, and of using the banks and embankments thereof, and boats for all or any of the above purposes, so that no injury be done to such banks or embankments.

17. The Company shall at their own cost erect and maintain a good and sufficient boat-house over the said reservoir for the accommodation of the boats of the said Sir Charles Forster, his heirs and assigns, and the said Sir Charles Forster, his heirs and assigns, and his and their friends and persons authorised by him or them, not exceeding at any one time ten in number, shall be at liberty at all times to use the said boat or boats upon the said reservoir for pleasure purposes, provided that the directors of the Company and their friends and persons authorised in writing by them shall have concurrent rights with the said Sir Charles Forster of using pleasure boats on the said reservoir, and to the number of not more than ten persons at any one time of fishing and boating in the said reservoir. But it is expressly agreed that the fishing in the said reservoir shall not be let or farmed out for profit without the consent in writing of the said Sir Charles Forster, his heirs or assigns, and that the rights herein-before reserved to the said Sir Charles Forster shall not be exercised so as to foul the water in the reservoir, or prevent the Company from draining off such water.

18. The Company shall pay to Mr. William Fowler, the surveyor of the said Sir Charles Forster, the sum of fifty guineas for his costs of the survey and plans, and for all conferences and preliminary and other matter in relation to this agreement, and the Company shall also pay to the solicitors of the said Sir Charles Forster the sum of one hundred and fifty pounds for their costs in reference to the said Bill and the proposed opposition thereto, and in reference to the negotiation for and the preparation of this agreement, and for all the costs, charges, and expenses incurred by the said Sir Charles Forster in reference to the preparation of the abstract and deduction and proof of title of the said Sir Charles Forster to the land sold, and also in reference to the preparation and execution of the conveyance required for the carrying out of this agreement; and the Company shall also pay to Mr. Thomas Cooke eight guineas for his costs of journeys and otherwise in relation to the negotiation for this agreement.

19. Notwithstanding the provisions herein contained for the construction of certain works for the benefit of the said Sir Charles Forster, the Company shall be and remain under the same obligation as to works as they would have been under if the land hereby contracted for had been taken by them under the powers of their special Acts or any of them.

20. Nothing in these presents contained shall in anywise bind or compel the said Sir Charles Forster, his heirs or assigns, to compensate any tenant or occupier who now holds or occupies the land purchased or any part thereof for the damage which may be done to any land in his or her occupation by reason of the severance of the lands occupied by him or her from any other lands, or by reason of the construction of the said reservoir, it being the true intent and meaning of the purchase hereby made that unless the said Sir Charles Forster, his heirs or assigns, shall after the day of the date hereof create any new tenancy or occupation of the land hereby sold, the persons who are now the tenants and occupiers of the same shall be paid such compensation as they would be entitled to be paid if the said land were taken by the Company under the Lands Clauses Consolidation Acts, 1845 and 1869.

21. If in the construction of the said reservoir any damage or injury of any kind shall be occasioned so as to damage or inconvenience the lessee or occupier of Hanch Hall, the Company shall compensate the said lessee or occupier or both for such damage or inconvenience.

22. The Company shall complete the said reservoir within three years from the twenty-eighth day of September one thousand eight hundred and seventy-eight, and in default shall pay to the said Sir Charles Forster, his heirs or assigns, the sum of fifty pounds per month for every month's delay in such completion beyond the said period of three years, such sum to be paid as liquidated damages, and not in the nature of a penalty.

23. If the Company fail to obtain the insertion by the Committee of the House of Lords to which the said Bill is referred of such clauses and provisions as are in that behalf mentioned or referred to in these presents, then and in such case nothing in these presents shall prevent the said Sir Charles Forster, his heirs or assigns, from opposing the said Bill before a Committee of the

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House of Commons, or taking such other steps to protect his or their interests as he or they may be advised.

24. Every question or difference which may arise between the said Sir Charles Forster, his heirs and assigns, on the one hand, and the Company on the other hand, as to the construction or meaning of this agreement, or to the carrying out of the same by either of the parties hereto, or as to any other matter arising out of or connected with the subject matter of this agreement, shall be referred to arbitration under and in conformity with the provisions of the Common Law Procedure Act, 1854, or any statutory modification thereof in force for the time being, and the costs in reference to the award shall be in the discretion of the arbitrator.

25. If the said Company shall make and insist upon any objection to or requisition on the title which the said Sir Charles Forster shall be unable or on the ground of expense shall be unwilling to remove or comply with, the said Sir Charles Forster may (notwithstanding any intermediate negotiation or delay) by notice in writing to the Company or their solicitor rescind this contract. As witness the hand of the said Sir Charles Forster and the seal of the Company the day and year above mentioned.

CHARLES FORSTER.

Witness to the signing hereof by
the said Sir Charles Forster,
Willm. Mills,
Clerk to Messrs. Wilkinson & Gillespie,
Solicitors, Walsall.

Seal of the South Staffordshire Waterworks Company.

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