ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. lxxxix.

An Act to enable the *South Staffordshire* Waterworks Company to construct additional Works, and obtain a further Supply of Water, and to extend their Supply of Water into other Districts; and for other Purposes.

[23d *June* 1864.]

WHEREAS the *South Staffordshire* Waterworks Company, in this Act called the Company, were incorporated by "The *South Staffordshire* Waterworks Act, 1853," in this Act called the Act of 1853, and were authorized by that Act and by "The *South Staffordshire* Waterworks Amendment Act, 1857," in this Act called the Act of 1857, to construct Waterworks and supply Water within the Districts in such Acts mentioned: And whereas by the Act of 1853 the Company were empowered to raise by Shares the Sum of One hundred and sixty thousand Pounds, and by borrowing the Sum of Thirty thousand Pounds; and by the Act of 1857 they were empowered to borrow the further Sum of Ten thousand Pounds, making an aggregate Sum of Two hundred thousand Pounds: And whereas the Company have constructed the greater Part of the Works which they were authorized to construct by the said Acts, and they have expended more than the Sum of Two hundred and twenty thousand Pounds: And whereas in pursuance

16 & 17 Vict. c. cxxxiii.
20 & 21 Vict. c. cxxvi.

suance of the Powers contained in the Act of 1853 (Section 46) the Company purchased the Undertaking of the *Dudley* Waterworks Company, and such Undertaking, and the Rights, Powers, and Privileges and a Part of the Property belonging thereto, or which did belong to the *Dudley* Waterworks Company in respect thereof, are now vested in the Company: And whereas such Purchase was made partly by Payment of a Sum in gross, partly by the Issue of Shares in the Company, and partly by the Adoption by the Company of the Debts of the *Dudley* Waterworks Company and of their preferential Capital, and the Capital and Debenture Debt of the Company was thereby and by a subsequent Exercise by the Company of the Powers contained in "The *Dudley* Waterworks Amendment Act, 1852," and which Powers were transferred to and were legally vested in the Company, increased to Two hundred and thirty-one thousand Pounds or thereabouts: And whereas the Water Supply afforded by the Company has been of great public Advantage, and it is expedient that the Company be enabled to acquire Supplies of Water from other Sources, and that the District within which the Company may supply Water be extended: And whereas it is expedient that the Company be authorized to raise further Sums of Money, and that such Provisions be made for the Regulation and Augmentation of the Capital and borrowing Powers of the Company as are in this Act expressed: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *South Staffordshire* Waterworks Amendment Act, 1864."

8 & 9 Vict. c. 18., 10 & 11 Vict. c. 17., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 93. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Waterworks Clauses Acts, 1847 and 1863," are incorporated with this Act.

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

3. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings unless excluded by the Subject or Context.

Interpretation of Terms.

4. In this Act the Expression "the Street" in "The Waterworks Clauses Act, 1847," and this Act, shall extend to any Turnpike Road along or across which any Aqueduct or Pipe may be carried, unless there be something in the Subject or Context repugnant to such Construction.

5. And

Power to make new Waterworks according to deposited Plans.

5. And whereas Plans and Sections showing the Situation, Lines, and Levels of the Reservoirs, Aqueducts, and Works by this Act authorized, and the Lands required for the Purposes thereof, and Books of Reference to the Plans, have been deposited with the respective Clerks of the Peace for the County of *Stafford* and for the City and County of the City of *Lichfield*: Therefore it shall be lawful for the Company, subject to the Provisions in this Act contained, and to the Powers of Deviation hereby given, and to the Alteration in the *Seedy Mill* Reservoir herein-after mentioned, and to the Provisions herein-after contained relating to that Reservoir, to make and maintain the Reservoirs (other than the *Seedy Mill* Reservoir), Aqueducts, and other Works herein-after described in the Line and Situation and on the Levels and upon the Lands delineated on the said Plans, and described in the said Books of Reference, and defined on the said Sections, and to enter upon, take, purchase, and use such of the Lands, Streams, and Waters mentioned in the said Plans and Book of Reference as the Company may deem necessary for all or any of those Purposes, and also all or any of the Mills, Manufactories, and Works, and the Lands connected therewith, delineated on the said Plans and described in the said Books of Reference, and to take such Water as the Company may require for the Purposes of the Acts of 1853 and 1857, and this Act and the said incorporated Acts.

Seedy Mill Reservoir to be constructed according to altered Plan.

6. And whereas since the Deposit of the said Plans an Alteration has been agreed upon in the Position of the *Seedy Mill* Reservoir herein-after described, and such Alteration is within the Limits of Deviation delineated on the deposited Plans: And whereas Plans in this Act referred to as the altered Plans showing the new Site of the *Seedy Mill* Reservoir with its connecting Aqueduct, with a Book of Reference to the Plans and Sections of the Reservoir and Aqueduct, have been deposited at the Offices of the respective Clerks of the Peace for the County of *Stafford*, and for the City and County of the City of *Lichfield*, and it is expedient that the *Seedy Mill* Reservoir should be constructed according to the altered Plans and not in accordance with the original Plans: Therefore the *Seedy Mill* Reservoir shall be made on the Site shown on the altered Plans, or within the Limits of Deviation thereon defined, and according to the Levels shown on the Sections deposited with the altered Plans; and it shall not be lawful for the Company, without the Consent of *Charles Forster* Esquire, of *Haunch Hall* in the County of *Stafford*, to take, use, or interfere with any of his Lands, except such as are described on the altered Plans, and within the altered Limits of Deviation defined thereon.

Describing Works.

7. Subject to the Provisions of this Act, it shall be lawful for the Company to execute all or any of the following Works shown on the said

said Plans as the Company shall from Time to Time deem expedient; (that is to say,)

A Reservoir, to be called the *Seedy Mill* Reservoir, 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 the said Parishes, such intended Reservoir being situate on or near the Course of the Stream called *Bourn Brook,* which flows from a Mill in the said Township of *Curborough and Elmhurst* called *Seedy Mill,* for the taking, diverting, intercepting, and impounding, for the Purposes of the Company, of the Waters of the said Stream called the *Bourn Brook,* and the Tributaries and Offsets thereof flowing into, through, and near to the Site of the said intended Reservoir, as shown on the altered Plans, with an Aqueduct, constructed in Tunnel or otherwise, from such Reservoir to join the Aqueduct next herein-after described:

An Aqueduct, constructed in Tunnel or otherwise, as shown on the original Plans, commencing on the South Side of the Reservoir shown on those Plans (for which the Reservoir herein-before described is substituted on the altered Plans), and terminating by a Junction in the Parishes of *Saint Mary, Lichfield,* and *Saint Chad, Lichfield,* or One of them, in the said City and County of the City of *Lichfield,* with the Aqueduct belonging to the Company:

A Reservoir in *Burntwood* in that Part of the Parish of *Saint Michael, Lichfield,* which lies in the County of *Stafford,* such Reservoir being situate to the East or South-east of the Engine House of the *Cannock Chase* Colliery Company (Limited), in *Burntwood* aforesaid, of and belonging to the Coal Pits of that Company, known as Number 4. Pits:

An Aqueduct, constructed in Tunnel or otherwise, from and out of such last-mentioned intended Reservoir to the Main Aqueduct and Works of the Company, such last-mentioned intended Aqueduct commencing on the East Side of the said last-mentioned intended Reservoir, and terminating by a Junction with the Main Aqueduct of the *South Staffordshire* Waterworks Company which passes from their pumping Station at *Sandfield* in the City and County of the City of *Lichfield* to *Walsall* in the County of *Stafford.*

Power to deviate.

8. In constructing the said Works, or any of them, the Company may, notwithstanding any Provisions in the Waterworks Clauses Acts, deviate to any Extent not exceeding the Limits of Deviation shown on the said Plans, and may also deviate from the Levels shown on the said Sections to any Extent not exceeding Three Feet in respect

respect of the Reservoirs, and in respect of the Aqueducts not exceeding Seven Feet.

Lands for extraordinary Purposes.

9. The Company from Time to Time, by Agreement, may purchase and hold for the Purposes of this or of their existing Acts, any Quantity of Land not exceeding Ten Acres, in addition to the Land which by the Act of 1853 they are authorized to purchase by Agreement, and to the Land which by this Act they are authorized to take by Compulsion.

Power to make Grants in perpetuity.

10. The Persons by "The Lands Clauses Consolidation Act, 1845," authorized to convey Lands may by Agreement, and subject to the Provisions of "The Lands Clauses Consolidation Acts Amendment Act, 1860," grant to the Company for the Purposes of this or of their existing Acts any Lands, or the Right of User thereof, or any Easement, Liberty, Privilege, Power, or Authority in or over the same in perpetuity, in consideration of an annual Rent.

Period for Completion of Works.

11. If the Reservoirs, Aqueducts, and other Works hereby authorized shall not be completed within Five Years from the passing of this Act, then and in such Case, on the Expiration of the said Period, all the Powers hereby given to the Company to make the Reservoirs and Aqueducts aforesaid shall cease to be exercised, except as to so much of the said Works as shall then be completed: Provided always, that nothing in this Act contained shall extend or be construed to extend to restrain the Company from extending their Mains and Pipes from Time to Time, whenever it shall be necessary, for the Purpose of supplying with Water the Inhabitants and other Persons requiring the same within the Limits of this Act.

Certain Sections of recited Acts to be in force as regards the Works to be executed under this Act.

12. The following Sections of the Act of 1853 and of the Act of 1857 shall extend and apply to the additional Works by this Act authorized to be constructed, in the same Manner as if such Sections were repeated and re-enacted in this Act with reference to such additional Works; (that is to say,)

Of the Act of 1853:

Section 26. Restricting the Alterations in the Levels of Roads or Diminution of Headway:

Section 29. Relating to Agreements with certain Railway Companies as to Passage of Pipes:

Section 31. Power to certain Railway Companies and Lessees to maintain Aqueducts:

Section 54. Not to interfere with Springs required for the Close, *Lichfield*:

Sections 59 to 65, both inclusive. For the Protection of the *London and North-western* and *South Staffordshire* Railways:

Sections 70 to 73, both inclusive. Relating to the Pipes of the Company, and of the *Birmingham and Staffordshire* Gaslight Company:

Of the Act of 1857:

Section 31. With respect to Agreement with Landowners as to Irrigation.

Certain Sections of 16 & 17 Vict. c. cxxxiii. to extend to new Works.

13. Sections 66 to 69, both inclusive, of the Act of 1853 shall extend and apply to the Works of the Company authorized by the Act of 1853, the Act of 1857, and this Act, and the Provisions of those Sections respectively shall relate to and be for the Protection of the Company of Proprietors of the *Birmingham* Canal Navigations.

As to Name of a certain Gas Company used in one of the Sections of the existing Act.

14. Inasmuch as the Company referred to in the Twelfth Section of the Act of 1857 by the Title of the *Birmingham and Staffordshire* Gas Company was intended to be the *Birmingham and Staffordshire* Gaslight Company: Therefore that Section shall be construed as if the Name of the *Birmingham and Staffordshire* Gaslight Company had been used therein instead of the Name of the *Birmingham and Staffordshire* Gas Company.

Provision for Protection of C. Forster, Esq.

15. For the Protection and Benefit of the said *Charles Forster*, his Heirs and Assigns, the Company shall be bound by the following Stipulations and Conditions, and shall duly perform and observe the same; (that is to say,)

The said Mill called *Seedy Mill* adjoining the said first-described Reservoir, with the Outbuildings belonging thereto, shall be purchased by the Company, and if the same be not pulled down by the Company they shall not use or allow the same to be used for any Business Purpose or Occupation of an offensive Nature, or by means of which the Water working the said Mill, or flowing by or from the same, or used for any Business Purpose in connexion with the said Mill, shall be rendered foul or offensive, or the said Mill or Water be or become an Annoyance to the said *Charles Forster*, his Heirs or Assigns, or any of his or their Tenants:

The Company shall and will provide, by Culvert or otherwise, all proper Means for securing to the Lands lying to the South of the said Mill effectual Drainage to the same Extent as heretofore:

The Company shall not erect any other Mill, or any Manufactory, Chimney Shaft, Engine House, or other Building, between the lower End of the said Reservoir and the Mansion House called *Haunch Hall*, belonging to the said *Charles Forster*, his Heirs or Assigns:

The said *Charles Forster*, his Heirs and Assigns, and his and their Servants and Visitors, shall at all Times have and enjoy the exclusive

exclusive Right and free Use and Enjoyment of the Right of fishing and taking Fish in and upon the said *Seedy Mill* Reservoir, together with the Right of fowling and otherwise sporting over the said Reservoir, and of using the Banks and Embankments thereof for those Purposes respectively, so that no Injury be done thereto: Provided always, that such Rights shall not be exercised so as to foul the Water in the Reservoir, or to prevent the Company draining off such Water:

The said *Charles Forster*, his Heirs and Assigns, shall have the free and exclusive Right and Privilege of keeping and using at all Times Boats in and upon the said Reservoir, and also of reserving out of the Lands authorized to be taken from him by the Company a Site for a Boat-house at some Spot on the Banks of the said Reservoir convenient for the said *Charles Forster*, his Heirs and Assigns, but not in any way interfering with the Construction of the Works hereby authorized, and also of reserving a perpetual Right of Way on and over the adjoining Lands belonging to the Company for the Purpose of passing to and from the said Boat-house:

Nothing herein contained shall be construed to lessen or diminish the Amount of Purchase Money or Compensation to be paid by the Company to the said *Charles Forster*, his Heirs or Assigns, for or in respect of any Lands taken or used by the Company for the Purposes of the said Reservoir, or of any other Works authorized by this Act, or for or in respect of Severance or of Damage to adjoining or other Lands of the said *Charles Forster*, his Heirs or Assigns, or for or in respect of Water Rights or other Rights of the said *Charles Forster*, his Heirs or Assigns, which may be taken or interfered with by the Company under this Act or any of the Acts incorporated herewith.

All Works connected with Lichfield Streets and Turnpike Roads to be under the Superintendence of the Surveyor of the Council of the City, or of the Trustees of the Road.

16. No Works connected with the Streets under the Charge of the Council of the City of *Lichfield*, or with the Turnpike Roads under the Charge of the Trustees of the *Lichfield* United Turnpike Trusts, shall in any Manner be commenced under the Powers in this Act contained until the Expiration of Ten Days Notice in Writing of the Intention to commence such Works shall have been left at the Office of the Town Clerk of the said City, or of the Clerk of the Trustees of the said Turnpike Roads, as the Case may require, or shall have been delivered to the Surveyor of such Council or Trustees respectively; and the opening of the said Streets and Turnpike Roads, or any of them, for the Purpose of laying down or constructing such Works, or for laying any Pipe, and the remaking of such Streets and Turnpike Roads, 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 authorized by them, shall be carried

on

on and executed under the Direction and Superintendence and to the Satisfaction of the said Council or their Surveyor, or of the Surveyor of the said Trustees, as the Case may be and require; 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 and Turnpike Roads, 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 Council or their Surveyor, or of the Surveyor of the said Trustees, as the Case may be and require, or if by reason of the laying down or Construction of any of the Works hereby authorized or required to be constructed by the Company any Alteration of the said Streets and Turnpike Roads, or any of them, or of the Drains, Sewers, Cesspools, or Water Channels connected therewith, shall, in the Judgment of the said Council or the Surveyor of the said Trustees respectively, be rendered necessary, then and in any of such Cases it shall be lawful for the Surveyor of such Council or Trustees respectively to cause all such Repairs and Alterations to be made as the said Council or the Surveyor of the said Trustees respectively in their Discretion 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 Council or Trustees, as the Case may be, from the Company, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*.

Traffic not to be stopped during the Performance of the Works on the Roads.

17. The Company shall not at any Time during the Progress of laying down or constructing the Works hereby authorized, or of performing any other Works connected with the said Streets and Turnpike Roads, shut up or in any way impede the public Traffic along more than One Half in Width of any of the said Streets and Turnpike Roads at any one and the same Time; and if it should happen that the Half of any Street or Turnpike Road intended for the Use of wheeled Carriages so left open should not be wide enough to allow Two Carriages to pass each other, then in such Case not more than Fifty Yards in Length of the other Half of such Street or Turnpike Road shall be occupied by the Company's Works at the same Time, unless by special Permission of the said Council or Trustees respectively, or their Surveyor.

Precautions required to be taken during the Performance of the Works on the Roads.

18. 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 authorized, or of any other Works connected with the said Streets and Turnpike Roads under the Powers of this Act, as shall be necessary and requisite for public

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.

For protecting the Corporation of Lichfield and the Feoffees, &c. of Lichfield Conduit Lands.

19. Nothing in this Act contained shall interfere with, repeal, or prejudice the Rights and Privileges secured to the Mayor, Aldermen, and Citizens of the City of *Lichfield*, and to the Feoffees and Sidesmen of the *Lichfield* Conduit Lands, by the Twenty-fifth and Twenty-sixth Sections of "The *South Staffordshire* Waterworks Amendment Act, 1857."

Extending Limits of recited Acts.

20. The Limits of the Acts of 1853 and 1857 and of this Act shall comprise and include the Parishes and Places of *Norton* otherwise *Norton Canes*, *Kingswinford*, and *Handsworth*, the Township of *Great Barr* in the Parish of *Aldridge*, the Township of *Pelsall* in the Parish of *Wolverhampton*, and the Extra-parochial Place of *Ogley Hay*, all in the County of *Stafford*, in addition to the several Parishes and Places authorized to be supplied by the Act of 1853 and the Act of 1857; and it shall be lawful for the Company to exercise within such extended Limits the same Powers as the said recited Acts would have enabled them to exercise therein had such Parishes and Places been originally included within the Limits of such Acts.

Water not to be necessarily under Pressure.

21. The Water to be supplied need not be constantly laid on under a Pressure greater than that to be afforded from the District Service Reservoir from which the Supply is furnished: Provided always, that the Supply of Water to be afforded to the Parish of *West Bromwich*, the Township of *Oldbury*, and the Hamlet of *Smethwick* respectively shall be provided in accordance with the Thirty-fifth Section of "The Waterworks Clauses Act, 1847," anything in this or in the recited Acts contained to the contrary notwithstanding.

Parts of 8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118. incorporated.

22. The following Provisions of "The Companies Clauses Consolidation Act, 1845," (to wit,)

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 the Shareholders;

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

With respect to the Conversion of the borrowed Money into Capital;

With respect to the Consolidation of Shares into Stock;

And with respect to the Provision to be made for affording Access to the Special Act by all Parties interested;

And Part I., Part II., and Part III. of "The Companies Clauses Act, 1863," are incorporated with this Act.

Power to raise additional Money by new Shares.

23. It shall be lawful for the Company from Time to Time, by an Order of any Meeting thereof, to raise by the Creation of new Shares or new Stock, in addition to any Sums which they have raised and are authorized to raise under and by virtue of the Act of 1853 and the Act of 1857, any Sum or Sums of Money, provided that the aggregate Amount of the Share Capital of the Company under the Act of 1853, the Act of 1857, and this Act, and the Capital raised or issued or transferred for or for the Purposes of the Purchase of the Undertaking of the *Dudley* Waterworks Company by the Company, shall not exceed in the whole the Sum of Three hundred and twenty thousand Pounds.

Mode of raising new Capital.

24. 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 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 thereof shall have been paid thereon.

New Shares to be considered same as original Shares.

25. Except as by or under the Provisions of this Act otherwise provided, the Capital so to be raised by the Creation of new Shares shall be considered as Part of the general Capital of the Company, and such new Capital and new Shares shall be subject to the same Provisions in all respects, whether with reference to the Payment of Calls, or the Forfeiture of Shares on the Nonpayment of Calls, or otherwise, as if such Capital had been Part of the original Capital, except as to the Times of making Calls for such additional Capital, and the Amount of such Calls, which respectively it shall be lawful for the Company from Time to Time to fix as they shall think fit, and such Capital shall confer the like Rights of voting and Qualifications according to the Amount from Time to Time paid up thereon.

Company may make Arrangements with Holders of preferential Stock or Shares for Conversion thereof into other Stock.

26. The Company, with the Sanction of at least Three Fifths of the Votes of the Shareholders present, in person or by proxy, at a General Meeting of the Company specially convened for the Purpose, from Time to Time may make any Agreement with the Holders of any of the preferential Stock or Shares from Time to Time of the Capital of the Company for the Conversion or Commutation of all or any Part thereof respectively into any other Stock of the Company, whether ordinary or bearing such preferential Dividend, and of such Amounts respectively in proportion to the Amounts of the Shares or

Stock

Stock to be respectively so converted or commuted, as the Company and the Holders thereof respectively agree on: Provided always, that the aggregate Amount of preferential Dividend upon any Shares or Stock given in exchange for any other preferential Shares or Stock shall not exceed the aggregate Amount of the preferential Dividend upon the Shares or Stock so exchanged, and the Amount of the Capital in Shares or Stock given in exchange shall not exceed that of the Shares or Stock so exchanged.

As to Creation of new Shares or Stock for Redemption of Preference Shares or Stock.

27. If the Company have created and issued, or shall hereafter create and issue, under the Powers of the Acts relating to the Company or of this Act, or any of them, any Shares or Stock bearing a preferential Dividend, but subject to the Redemption of such Shares or Stock by the Company at a future Period, or shall agree with any Holders of preferential Shares or Stock for the Conversion or Commutation thereof, the Company may and they are hereby empowered, from Time to Time, for the Purpose of paying off any preferential Shares or Stock which have been so issued subject to the Power of Redemption by the Company, or for carrying out any such Agreement, to create and issue a new Class of Shares or Stock bearing a preferential Dividend or Interest not exceeding the Rate payable on the Shares or Stock redeemed, or may create for the Purposes of such Redemption or Agreement a further Amount of Shares or Stock in the ordinary Stock of the Company not exceeding the nominal Amount of the Shares or Stock redeemed, and the Money arising from all such new Shares or Stock so created and issued shall be applied for the Purpose of paying off the preferential Shares or Stock for the Payment of which they were created, or for carrying out such Agreement, and for no other Purpose.

Power to borrow on Mortgage.

28. The Company may, in addition to the Money which they are authorized to borrow under the Act of 1853 and the Act of 1857, borrow on Mortgage such Sums of Money as may from Time to Time be authorized to be borrowed by an Order of a General Meeting of the Company, provided that the whole Amount of the Mortgage or Bond Debt and Debenture Stock of the Company do not exceed Eighty thousand Pounds, and no further Sum shall be borrowed beyond the Amount already authorized to be borrowed under the Powers of the Act of 1853 and the Act of 1857 which shall cause the aggregate Debenture Debt of the Company to exceed One Fourth Part of the Share Capital of the Company from Time to Time paid up.

Former Mortgages to have Priority.

29. All Mortgages or Bonds granted by the Company before the passing of this Act, and which shall be in force at the Time of the passing of this Act, shall, during the Continuance of such Mortgages or Bonds, have Priority over any Mortgage to be created under the Powers of this Act.

30. Subject

Debenture Stock.

30. Subject to the Provisions in Part III. of "The Companies Clauses Act, 1863," the Company may create and issue Debenture Stock, and the prescribed Rate of Interest is Four Pounds Five Shillings *per Centum per Annum*.

Application of Monies raised under this Act.

31. All and every Part of the Monies by this Act authorized to be raised by Shares or by Mortgage, or by Debenture Stock, shall be applied only in carrying into execution the Objects and Purposes of this Act and of the Acts of 1853 and 1857.

As to the Purchase of the Dudley Waterworks.

32. Except with respect to the raising and borrowing of further Sums of Money, the Company shall have and may exercise all such Rights, Powers, and Privileges, whether of purchasing or holding Lands, constructing or maintaining Works, and obtaining a Supply of Water, and of levying Rates or Rents in respect of such Supply, as the *Dudley* Waterworks Company could and might have exercised from Time to Time under the Powers of the Acts relating to that Company if the Purchase of the Undertaking of that Company had not taken place.

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

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

Several Names in One Warrant.

34. Any Number of Names and Sums may be included in any Summons, Warrant of Distress, or Notice obtained or given by the Company for any of the Purposes of this or their existing Acts, and may be stated either in the Body of the Summons, Warrant, or Notice, or in a Schedule thereto.

Costs of Distress.

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

Expenses of Act.

36. All the Costs and Expenses incurred in applying for and obtaining this Act, and all Expenses incidental thereto, shall be defrayed by the Company.

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