ANNO DECIMO QUARTO & DECIMO QUINTO

VICTORIÆ REGINÆ.

****

Cap. xc.

An Act for supplying with Water the Town of *Stockton* in the County of *Durham*, and the Suburbs thereof, and the Towns of *Middlesbrough* and *Yarm* in the North Riding of the County of *York*, and the Suburbs thereof respectively; and for other Purposes. [24th *July* 1851.]

WHEREAS the Town of *Stockton* in the County of *Durham*, and the Towns of *Middlesbrough* and *Yarm* in the North Riding of the County of *York*, and the Suburbs thereof respectively, are not at present sufficiently supplied with Water, and the affording of a Supply of good and wholesome Water to the same would be of great Benefit to the said Towns and the Neighbourhoods thereof: And whereas the several Persons herein-after named, with others, are willing, at their own Expense, to provide such Supply of Water; but the same cannot be effected without the Aid and 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 Com-

mons, in this present Parliamen t assembled, and by the Authority of the same,

Provisions of 8 & 9 Vict. cc. 16. 18. and 10 & 11 Vict. c. 17. incorporated with this Act.

I. That "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Waterworks Clauses Act, 1847," shall be incorporated with and form Part of this Act, except so far as the same several Acts or any of them, or any Part or Parts thereof respectively, are inconsistent with the Provisions of this Act or any of them, or are expressly varied or altered by this Act.

"Quarter Sessions."

II. That the Expression "Quarter Sessions" in this Act and in the said incorporated Acts shall, in relation to Matters arising within the County of *Durham*, be construed to mean the Quarter Sessions for the County of *Durham* holden at the City of *Durham*, and shall, in relation to Matters arising within the North Riding of the County of *York*, mean the Quarter Sessions for the said North Riding holden at *Northallerton*.

Short Title.

III. That in citing this Act in other Acts of Parliament, in legal Instruments or Proceedings, and in Notices, Advertisements, or other Documents, it shall be sufficient to use the Expression "The *Stockton, Middlesbrough, and Yarm* Waterworks Act, 1851."

Limits of Act.

IV. That the Limits of this Act shall comprise and include the whole of the Town of *Stockton* and the several Places in the Suburbs thereof and adjacent thereto, such Town and Places comprising the whole of the Township of *Stockton* in the Parish of *Stockton-upon-Tees* in the County of *Durham*, and also the adjoining or neighbouring Township or Chapelry of *Thornaby* on the opposite Side of the River *Tees* in the Parish of *Stainton* in the North Riding of the County of *York*; also the whole of the Town of *Middlesbrough* and the several Places in the Surburbs thereof and adjacent thereto, such Town and Places comprising the whole of the Township of *Middlesbrough* in the Parish of *Middlesbrough* in the said North Riding, and also a certain Tract or Parcel of Land containing Fifteen Acres or thereabouts, be the same more or less, lying at and constituting the North or North-western Corner of the present Town of *Middlesbrough*, and which same Tract or Parcel of Land was lately called *Bell's Inclosure* and *Salt Land*, and is situate in the Township of *Linthorpe* and in the Parish of *Middlesbrough* aforesaid; also the whole of the Town of *Yarm*, and the several Places in the Suburbs thereof and adjacent thereto, such Town and Places comprising the Township and Parish of *Yarm* in the said North Riding of the County of *York*, and the Township of *Egglescliffe* in the Parish of *Egglescliffe* in the said County of *Durham* (save and except and always reserved out of the

Limits of this Act all and every the Lands now belonging to *Thomas Hustler* Esquire and Mrs. *Ann Barker*, or either of them, in the said several Townships of *Middlesbrough* and *Linthorpe* or of *Acklam* in the said North Riding, or any of them).

Subscribers incorporated.

V. That *Edmund Backhouse*, *Henry William Ferdinand Bolckow*, *John Hardcastle Bowman*, *John Buckton*, *Alfred Kitching*, *Charles Albert Leatham*, *Thomas Maclachlan*, *John Middleton*, *John Sheilds Peacock*, *Henry Pease*, *Joseph Whitwell Pease*, *Ambrose Perkins*, *William Robinson*, *Henry Robinson*, *Robert Thompson*, *William Thompson*, and *Isaac Wilson*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company, for the Purpose of supplying with Water the Inhabitants, Buildings, and Lands within the said Limits, and for executing all necessary Works for that Purpose, together with all proper Conveniences connected therewith, according to the Provisions of the said incorporated Acts and this Act, and for other the Purposes herein and in the said incorporated Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Stockton*, *Middlesbrough*, *and Yarm* Water Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the said Undertaking, subject to the Restrictions and Provisions herein and in the said incorporated Acts contained.

Capital.

VI. That the Capital of the Company shall be Twenty-two thousand five hundred Pounds.

Number and Amount of Shares.

VII. That the Number of Shares into which the said Capital shall be divided shall be One thousand eight hundred, and the Amount of each Share shall be Twelve Pounds Ten Shillings.

Limiting Amount of Calls.

VIII. That Two Pounds Ten Shillings *per* Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders, and that Two Months at the least shall intervene between the making of any Two successive Calls.

Power to borrow on Mortgage or Bond.

IX. That it shall be lawful for the Company to borrow on Mortgage or Bond any Sums of Money, not exceeding in the whole the Sum of Seven thousand five hundred Pounds, and the Amount so to be borrowed shall be fixed and determined by the Directors; but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Twenty-two thousand five hundred Pounds shall have been subscribed for, and One Half thereof shall have been paid up.

X. That

General Meetings.

X. That all General Meetings of the Company, whether ordinary or extraordinary, shall be held within the Limits of this Act, or within the Town of *Darlington*.

Quorum of Meetings.

XI. That the Quorum for any General Meeting of the Company shall be Ten Shareholders holding in the aggregate not less than Two thousand five hundred Pounds in the Capital of the Company.

Shareholders may convene Extraordinary Meetings.

XII. That the Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be Ten Shareholders holding in the aggregate not less than Two thousand five hundred Pounds in the Capital of the Company.

Scale of voting.

XIII. That the Scale according to which Shareholders may vote in respect of their Shares shall be as follows; (that is to say,)

For One Share or more but not exceeding Twenty, One Vote in respect of each Share:

For more than Twenty Shares, an additional Vote for every Two Shares.

Number and Qualification of Directors.

XIV. That (subject to the Provisions herein contained for increasing or reducing the Number of Directors) the Number of Directors shall be Nine, and the Qualification of a Director shall be the Possession in his own Right of Ten Shares in the Undertaking.

Power to vary the Number of Directors.

XV. That it shall be lawful for the Company from Time to Time to increase the Number of Directors, and from Time to Time to reduce the Number, but the whole Number of Directors after such an Increase or Reduction as aforesaid shall not be greater than Twelve nor less than Nine.

First Directors.

XVI. That the said *Henry William Ferdinand Bolckow*, *John Hardcastle Bowman*, *John Buckton*, *Alfred Kitching*, *Charles Albert Leatham*, *Henry Pease*, *Joseph Whitwell Pease*, *Robert Thompson*, and *Isaac Wilson*, shall be the First Directors of the Company.

Quorum of Directors.

XVII. That a Quorum of a Meeting of Directors shall be Five.

Committee of Directors.

XVIII. That the Number of Directors of which Committees appointed by the Directors shall consist shall not be less than Three nor more than Five, and the Quorum of such Committee shall be Two.

Appointment of Auditors.

XIX. That the Number of Auditors shall be Three, and that *Thomas Maclachlan*, *Thomas Charles Sheppard*, and *William Robinson* shall be the First Auditors of the Company.

XX. That

Qualification of Auditors.

XX. That no Person shall be capable of being an Auditor unless he be a Shareholder possessed in his own Right of not less than Ten Shares in the Undertaking.

Salary of Secretary.

XXI. That the Directors shall from Time to Time determine and fix the Amount of Salary or Remuneration to be paid to the Secretary.

Declaration of Dividends.

XXII. That, subject to the Restrictions and Limitations in "The Waterworks Clauses Act, 1847," contained as to the maximum Amount of Profits to be divided among the Undertakers by way of Dividend in any Year, the Amount of Dividend to be from Time to Time declared and divided shall be fixed and determined by the Directors.

Particulars of Penalties shall be published.

XXIII. That the Company shall publish the short Particulars of the several Offences for which any Penalty is imposed by this Act or the said incorporated Acts, or any of them, or by any Byelaw of the Company affecting other Persons than the Shareholders, Officers, or Servants of the Company, and of the Amount of every such Penalty, and shall cause such Particulars to be painted on a Board, or printed upon Paper and pasted thereon, and shall cause such Board to be hung up or affixed on some conspicuous Part of the principal Office or Place of Business of the Company, and shall also cause One of such Boards to be hung up or affixed in some conspicuous Place within each of the said Three Towns of *Stockton*, *Middlesborough*, and *Yarm*, and such hanging up and affixing shall be as good and effectual to all Intents and Purposes whatever as if the same were done in the Manner by the One hundred and forty-fifth Section of "The Companies Clauses Consolidation Act, 1845," mentioned and required.

Newspaper for Insertion of Advertisement.

XXIV. That the Newspaper or Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspaper or Newspapers printed within One of the said Four Towns of *Darlington*, *Stockton*, *Middlesbrough*, and *Yarm*, and if no Newspaper shall be printed within some One of the said Four Towns, then in some Newspaper or Newspapers usually circulated within the same Towns.

Power to make Works according to deposited Plans.

XXV. And whereas Plans and Sections showing the Line and Levels of the proposed Main Pipes and Works, and also a Book of Reference containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands in or through which the same are intended to be made or to pass, have been deposited with the Clerk of the Peace for the County of *Durham* and with the Clerk of the Peace for the North Riding of the County of *York*: Be it enacted, That it shall be lawful for the Company, subject to

to the Provisions and Restrictions in this and the said incorporated Acts contained, to lay down, make, and maintain the said Main Pipes and Works in the Line and upon the Lands, Roads, Highways, Bridges, and Railways delineated upon the said Plans and described in the said Book of Reference, and to enter upon, take, and use such of the said Lands delineated on the said Plans and described in the said Book of Reference as shall be necessary for the Purposes of the Undertaking, and to enter upon and use, and lay down Mains, Pipes, and other Apparatus necessary for the Purposes of the Company upon, along, across, or under, such of the Roads, Highways, Bridges, and Railways delineated on the said Plans, or such of the Lands situate on either Side of any such Roads, Highways, or Railways, and comprised within the Limits of Deviation delineated or marked or referred to on the said Plans, as shall be necessary for the Purposes of the Undertaking, or to agree for a Lease of any such Lands, or of a Right of laying down Mains and Pipes upon, across, or under any such Roads, Highways, Bridges, and Railways, as the Company may think fit.

Power to purchase or lease Streams, &c. for Purposes of this Act.

XXVI. That it shall be lawful for the Company to agree with the Owner of any Lands, or with any Person having Power to take, use, or supply any Streams or Waters which the Company may think requisite or proper to purchase or use for the Purpose of supplying Water within the Limits of this Act, for the absolute Purchase, for a Consideration in Money, of a Right of Way over any such Lands, or the Right and Privilege of taking and using such Streams and Waters, and also any Engine or other Power for pumping or propelling the same, upon such Terms and Conditions as may be agreed on between the Company and such Owners or Persons.

Power to Owners to grant Leases of Streams, &c.

XXVII. That the Persons empowered by "The Lands Clauses Consolidation Act" to convey Lands shall have full Power to grant Leases of any Lands and Streams or Watercourses for the Purposes of this Act (such Leases of any Lands not exceeding the Term of Sixty Years), or any Easement, Power, or Authority in or over such Lands or Streams: Provided always, that the Consideration for any Lease which shall be granted of any such Lands, Streams, or Watercourses, or Easements, Powers, or Authorities, in which any Person under Disability shall be interested, shall be the best yearly Rent, payable half-yearly or oftener, that can be reasonably obtained, without taking any Money by way of Fine or Premium.

Form of Lease.

XXVIII. That all Leases of Lands, Streams, or Waters to be taken on Lease by virtue of the Powers or Provisions of this or the incorporated Acts may be according to the Form in Schedule (A.) to this Act annexed, or as near thereto as the Circumstances of the Case will admit.

XXIX. That

Power to Purchase the Reversion of Premises comprised in Leases.

XXIX. That where any Lands, Streams, or Waters shall be taken on Lease by virtue of this Act, the Company shall afterwards have Power to purchase by Agreement the Reversion of such Lands or Streams or Waters, or the Discharge thereof from the Rents and Covenants reserved and payable in and by such Lease.

Period within which Works are to be completed.

XXX. That the said Main Pipes and Works shall be completed within Three Years from the passing of this Act, and on the Expiration of such Period the Powers by this or the said incorporated Acts granted to the Company for laying down such Main Pipes and executing such Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Main Pipes and Works as shall then be completed: Provided always, that nothing in this Act contained shall extend or be construed to extend so as to restrain the Company from extending their Mains and Pipes from Time to Time, whenever it shall be necessary, for the Purpose of supplying the Inhabitants within the Limits of this Act with Water.

Water need not to be laid on under Pressure.

XXXI. That the Water to be supplied by the Company need not be constantly laid on under a Pressure greater than that to be afforded from the Works of the *Darlington* Gas and Water Company, from which such Supply is proposed to be obtained.

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

XXXII. That the Company shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street in which any Pipe of the Company shall be laid, or of any Person who, under the Provisions of this Act or any Act incorporated therewith, shall be entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for their domestic Uses at the Rates herein-after specified; (that is to say,)

Where no Watercloset.

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

Where the annual Value of such House shall not amount to Ten Pounds, at a Rate *per Centum per Annum* not exceeding Seven Pounds Ten Shillings:

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

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

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

If there be a Watercloset.

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

Where the annual Value of such Dwelling House shall not amount to Ten Pounds *per Annum*, the Sum of Four Shillings for each such Watercloset and Four Shillings for each such Bath:

Where the annual Value of such Dwelling House shall be Ten Pounds and under Twenty Pounds, the Sum of Six Shillings for each such Watercloset and Six Shillings for each such Bath:

Where the annual Value of such Dwelling House shall be Twenty Pounds and under Forty Pounds, the Sum of Eight Shillings for each such Watercloset and Eight Shillings for each such Bath:

Where the annual Value of such Dwelling House shall be Forty Pounds and upwards, the Sum of Ten Shillings for each such Watercloset and Ten Shillings for each such Bath:

Provided always, that the Company shall not be compelled to supply any Watercloset or Bath, or the Apparatus or Pipes connected therewith, unless the same shall be so constructed and used as to prevent the Waste or undue Consumption of the Water of the Company, and the Return of foul Air and other noisome or impure Matter into the Mains or other Pipes belonging to or connected with the Mains or Pipes of the Company.

Same Rates to be charged as are charged by the Darlington Gas and Water Company.

XXXIII. Provided also, That the Rates to be charged within the Limits of this Act for and in respect of such Supply of Water for domestic Purposes shall not exceed the Rates for the Time being charged by the *Darlington* Gas and Water Company for and in respect of the Supply of Water afforded by the last-mentioned Company for domestic Purposes within the Limits of their Act.

What shall be domestic Purposes.

XXXIV. That a Supply of Water for domestic Purposes shall not include a Supply of Water for Horses or Cattle, or for washing Carriages, (except in Cases in which the Company shall be unable to distinguish the annual Rackrent or Value of the Dwelling House from the total annual Rackrent or Value of the Premises whereof such Dwelling House is a Part,) or for any Trade, Manufacture, or Business whatsoever, or for watering Gardens, or for Fountains, or for any ornamental Purposes whatsoever.

Water for other than domestic Purposes.

XXXV. That it shall be lawful for the Company to supply any Person with Water for other than domestic Purposes for such Remuneration and upon such Terms and Conditions as shall be agreed upon between the Company and the Persons desirous of having such Supply of Water.

XXXVI. That

Recovery of Charges for Water.

XXXVI. That in case any Person who shall have been supplied with Water by the Company, or who shall be liable to Payment in respect of a Supply of Water under or by virtue of the Provisions of this Act, shall neglect or refuse to pay the Amount due in respect of such Supply for the Space of Fourteen Days after Demand thereof by their Agent or Collector, it shall be lawful for any Justice having Jurisdiction where such Person shall then reside or where such Water shall have been supplied to issue his Summons to such Person, requiring him to appear at a Time and Place named therein, and then and there to show Cause why the Sum so demanded should not be paid; and if on the Appearance of such Person, or in default of Appearance, after Proof of the Service of the Summons, either personally or at the last known Place of Abode or of Business of such Person, no sufficient Cause shall be shown to the contrary, it shall be lawful for any Justice to issue his Warrant of Distress for the Seizure and Sale of the Goods and Chattels of such Person, for Recovery of the Amount which may be proved before such Justice to be due from such Person, together with such Costs as to such Justice shall seem just and reasonable.

Notice to be given before Pipes laid over or along Stockton and Darlington Railway.

XXXVII. That before any Pipe shall be laid upon, under, over, or alongside of the *Stockton and Darlington* Railway, and on the Property of the *Stockton and Darlington* Railway Company, or upon, under, or over any of the Land or Works appertaining to the said Railway, or before the Company hereby incorporated shall in any Manner use or interfere with the said Railway or any of the Land or Property of the said *Stockton and Darlington* Railway Company, the Company by this Act incorporated shall and they are hereby required to give or cause to be given to the *Stockton and Darlington* Railway Company, or their Engineer or Secretary for the Time being, Notice of their Intention to lay down such Pipes, or of any such using or Interference, not less than Ten clear Days before beginning such Work and before commencing with any such using or interfering.

For Protection of Stockton and Darlington Railway.

XXXVIII. That all Pipes which shall be laid upon, under, over, or alongside of the *Stockton and Darlington* Railway, and on the Property of the *Stockton and Darlington* Railway Company, or upon, under, or over any of the Land or Works appertaining to the said Railway, shall be laid and remain in such Situation, Position, and Direction, and in such Manner, as the Engineer-in-Chief for the Time being of the *Stockton and Darlington* Railway Company, and the Engineer-in-Chief for the Time being of the Company hereby incorporated, shall mutually agree upon, and in case of Difference between them, then in such Situation, Position, and Direction, and in such Manner, as shall be directed and decided by the Resident Engineer for the Time being of the *York, Newcastle, and Berwick* Railway Company, or of such last-mentioned Company, and any other Company or Companies incorporated therewith; and it shall not be lawful

for the Company by this Act incorporated, in carrying into execution the Powers of this Act, or in from Time to Time repairing, upholding, and maintaining any Works to be made in pursuance hereof, in any way whatever to alter the Line of Level of or to injure the said *Stockton and Darlington* Railway, or any of the Embankments or other Works for the Time being thereof, nor to interfere with, prevent, or in anywise impede the free, uninterrupted, and safe Passage upon, over, or along such last-mentioned Railway or any Part thereof.

Penalty for Injury to the Stockton and Darlington Railway.

XXXIX. That in case the Company by this Act incorporated, their Contractors or Servants, shall enter upon the said *Stockton and Darlington* Railway, or any of the Land or Works appertaining thereto, for the Purpose of laying Pipes upon, under, over, or alongside of the same, or in case the Company hereby incorporated shall in any Manner use or interfere with the said last-mentioned Railway, or any of the Land or Property of the said *Stockton and Darlington* Railway Company, without giving such Notice as aforesaid, or shall lay Pipes upon, under, over, or alongside of the said *Stockton and Darlington* Railway, and on the Property of the *Stockton and Darlington* Railway Company, or upon, under, or over any of the Land or Works appertaining thereto, in a Situation, Position, Direction, or Manner different from that which shall have been approved of by Engineers or their Umpires, as herein-before mentioned, then and in any such Case the Company hereby incorporated shall forfeit and pay to the said *Stockton and Darlington* Railway Company, as or by way of ascertained Damages, the Sum of Fifty Pounds, and the further Sum of Five Pounds for every Day during which any Pipes which shall have been laid down, except in the Situation, Position, and Direction and in manner herein-before authorized, shall remain unremoved after Notice in Writing from the said *Stockton and Darlington* Railway Company, or their Engineer for the Time being, and which said Sums shall and may be recoverable in the same Manner as any other Debt due from the said Company hereby incorporated, provided Proceedings for such Recovery be commenced within Six Months.

Saving Rights of the Stockton and Darlington Railway Company.

XL. That nothing in this Act contained shall extend to authorize the Company hereby incorporated absolutely to purchase or take the Land or Soil or Property of the *Stockton and Darlington* Railway, or any Land or Soil or Property of or belonging to the *Stockton and Darlington* Railway Company, or to abridge, alter, prejudice, or take away any of the Rights, Privileges, Franchises, Powers, or Authorities of or belonging to or vested in the said *Stockton and Darlington* Railway Company, but all their Rights, Privileges, Powers, Franchises, and Authorities, as well under their Acts of Parliament as otherwise, are hereby saved and reserved, except so far as the same are by this Act

Act especially varied or affected: Provided nevertheless, that it shall be lawful for the Company by this Act incorporated (subject nevertheless to the Restrictions herein and in the said incorporated Acts contained) to purchase and take of and from the said *Stockton and Darlington* Railway Company the free and uninterrupted Right, Easement, Liberty, Leave, Licence, Power, and Authority, at all Times, and for ever hereafter, to lay, continue, and maintain, and from Time to Time to repair, restore, renew, inspect, and examine, One or more Pipe or Pipes for the Conveyance or Transit of Water for the Purposes of the said Company hereby incorporated in and through the Lands or Grounds of the said *Stockton and Darlington* Railway Company, as shown on the Plans deposited with Clerks of the Peace as herein-before mentioned, and as near as may be in the Course or Direction shown on the same Plans, with all proper Apparatus and Conveniences connected therewith, and all necessary Ingress, Egress, Regress, and Progress to, along, and from the same: Provided also, that all such Ingress, Egress, Progress, and Regress shall only be had and enjoyed in and about the laying, continuing, and maintaining, and from Time to Time repairing, restoring, renewing, inspecting, and examining the said Pipes, and shall not be used, had, or enjoyed for any other Purposes or Intent whatsoever, the said Company hereby incorporated paying to the said *Stockton and Darlington* Railway Company, their Successors or Assigns, such Money by way of Compensation in gross, or such clear yearly Rent, as may agreed upon between the said Two Companies, or in default of such Agreement, then as may be determined by Reference to Arbitration, or by the Verdict of a Jury, in manner in the said "Lands Clauses Consolidation Act" mentioned and provided, and the said Company hereby incorporated, also paying to the said *Stockton and Darlington* Railway Company reasonable Damages for all Injury from Time to Time occasioned or to be occasioned by the bursting of the Pipes or otherwise, or by the Exercise of such Privileges as aforesaid; and in case any Dispute shall arise respecting such last-mentioned Damages, such Dispute shall be determined and settled in the Manner provided in "The Railway Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Power to Company to lease the Water Rates.

XLI. That it shall be lawful for the Company to lease the whole or any of the Waterworks or of the Water Rates payable by virtue of this Act, for any Term not exceeding Twenty-one Years, and upon such Terms, Covenants, and Conditions as the Company shall think proper; and every Lessee shall have the same Powers, Rights, and Remedies for recovering and enforcing the Payment of the Water Rates granted by such Lease as are by this and the said incorporated Acts vested in the Company for that Purpose: Provided always, that no such Lease shall defeat or abridge the Power by the said Waterworks

Waterworks Clauses Consolidation Act given to the Court of Quarter Sessions, of directing the Reduction of the Rates; and the Company shall reduce the Rates in the same Manner as they would have done in case no Lease had been granted.

Certain Covenants to be contained in Lease.

XLII. That in case a Lease of the Undertaking hereby authorized shall be granted, such Lease may contain such Clauses, Stipulations, Covenants, and Agreements as may be agreed upon, or as may be necessary for carrying into effect the Agreement between the Parties in relation thereto, and for effectually securing the Payment of the Rent thereby reserved, and the due Performance of the several Stipulations therein contained; and every such Lease shall entitle the Lessees therein named to the free Use and Enjoyment of the Undertaking and Works thereby demised, and during the Continuance of such Lease all such of the Powers, Privileges, and Authorities granted to, or which are or may be held, used, exercised, and enjoyed by the Company hereby incorporated, or the Directors thereof, or their Officers, Agents, or Servants, under or by virtue of this Act, shall in all respects apply to, and may be held, used, exercised, and enjoyed by the Lessees named in such Lease, and their Officers, Agents, and Servants, in the same Manner and under the same Regulations and Restrictions as are by this Act granted to or imposed upon the Company hereby incorporated in respect of the said Undertaking.

Power to the Company hereby incorporated and the Darlington Gas and Water Company to lease or sell, the One to the other, or to amalgamate.

XLIII. And whereas by the Local and Personal Act, 12 and 13 *Victoria*, c. 8, intituled *An Act for lighting with Gas and supplying with Water the Town and Borough of* Darlington *and the Suburbs thereof, in the County of* Durham, the *Darlington* Gas and Water Company were incorporated, and were authorized to supply with Water the Town and Borough of *Darlington*, and certain Places in the Suburbs thereof and adjacent thereto: And whereas the Main Pipes and Works to be constructed under the Powers of this Act will be connected with the Main Pipes and Works of the *Darlington* Gas and Water Company, and the said Companies may deem it expedient and for their mutual Advantage that the Works of the One Company should be purchased by the other Company, or that the Undertakings of the Two Companies should be amalgamated: Be it enacted, That it shall be lawful for the Company hereby incorporated, with the Consent of Four Fifths of the Shareholders thereof who may be present, either personally or by Proxy, at any General Meeting to be called for the Purpose, to agree with the *Darlington* Gas and Water Company to purchase the Undertaking of that Company, or to sell the Undertaking hereby authorized to that Company, or to amalgamate the Undertakings of the Two Companies, upon any Terms which in either Case may be approved of by such Meeting; and it shall in like Manner be lawful for "The *Darlington* Gas and Water Company,"

Company," with the Consent of Four Fifths of the Shareholders thereof who may be present, either personally or by Proxy, at any General Meeting to be called for the Purpose, to agree with the Company hereby incorporated, or to sell to them the Undertaking of the *Darlington* Gas and Water Company, or to purchase the Undertaking hereby authorized, or to amalgamate the Undertakings of the Two Companies, upon any Terms which shall in either Case be approved of by such Meeting; and any Conveyance which may be executed by either Company to the other shall be valid and effectual for the Purpose of enabling the Company who may be the Purchaser under such Conveyance to exercise all and every the Rights and Powers vested in or belonging to the Company making such Conveyance; and any Agreement between the said Two Companies to unite, amalgamate, and consolidate the same into One Company may provide that the united Company shall be thereafter called by such Name as in the same Agreement may be specified, and that the Undertakings of the said Two Companies respectively, and all and every or any Lands, Houses, Plant, Works, Mains, Pipes, Stock, and Property, Conveniences, Easements, Rights, and Appurtenances whatsoever, now the Property of the said Companies respectively, and used for the Supply of Water or Gas, and all Powers, Rights, Privileges, and Authorities of the said respective Companies, in relation thereto, under the Acts authorizing the same, shall be consolidated, upon and subject to such Terms and Conditions as may be mutually agreed upon between the said Two Companies.

Receipt of Three Directors of One Company to be a sufficient Discharge to the other.

XLIV. That the Receipt in Writing of Three of the Directors for the Time being of either of the said Companies, for the Purchase Money agreed to be paid by the One Company to the other Company for the Houses, Lands, Plant, Works, Mains, Pipes, Stock, and Property of the selling Company, and for any other Money which may be paid to the selling Company by the purchasing Company, shall be an effectual Discharge to the purchasing Company for the Sum which in any such Receipt shall be expressed to be received; and the purchasing Company shall not be obliged to see to the Distribution of such Purchase Money, or any other Money which may be paid by them to the Directors of the selling Company, among the Shareholders of such Company, or be otherwise answerable or accountable for any Loss, Misapplication, or Nonapplication thereof or of any Part thereof.

Upon Payment of Purchase Money, and Conveyance of Works, &c., the same to vest in

XLV. That immediately on Payment by the purchasing Company of such Purchase Money as aforesaid to Three of the Directors of the selling Company, and on the Execution by the selling Company of a Conveyance under their Common Seal (duly stamped), in which the Consideration for the same shall be fully and truly stated and set forth,

purchasing Company.

forth, of all their Houses, Lands, Plant, Works, Mains, Pipes, Stock, and Property, to the purchasing Company, all the Houses, Lands, Plant, Works, Mains, Pipes, Stock, and Property comprised in such Conveyance shall by virtue of this Act become absolutely vested in the Company to whom such Conveyance shall be expressed to be made, for all such or the like Estate or Interest as the Company making such Conveyance were seised or possessed of or entitled to therein at the Date of such Conveyance.

On Payment of Purchase Money, Powers relating to selling Company may be exercised by the purchasing Company.

XLVI. That immediately on Payment of such Purchase Monies as aforesaid (of which Payment the said Receipt under the Hands of Three of the Directors for the Time being of the selling Company shall be sufficient Evidence), and upon Publication of a Notice of such Agreement once in the "*London Gazette*," and in some Newspaper usually printed or circulated in the County of *Durham*, and also in some Newspaper usually printed or circulated in the North Riding of the County of *York*, the purchasing Company shall and may have and hold the Undertaking, and use, exercise, and enjoy all the Rights, Powers, and Privileges so purchased by them; and all the Powers and Authorities granted by the Act authorizing the Undertaking so purchased may be exercised, so far as they are applicable, by the purchasing Company, or their Directors, Officers, Agents, or Servants, in the same Manner in all respects as if the Name of the purchasing Company had been inserted in such Act throughout all the Clauses and Provisions thereof instead of the Name of the selling Company; and the Corporate Seal of the purchasing Company may be used when necessary in reference thereto, in like Manner as though such purchasing Company had been originally authorized to carry such Undertaking into effect in lieu of the selling Company.

Conveyances, &c. made in favour of or against the selling Company to operate in favour of and against the purchasing Company.

XLVII. That immediately upon the Houses, Lands, Plant, Works, Mains, Pipes, Stock, and Property of the selling Company being purchased by and becoming vested in the purchasing Company, all Contracts, Engagements, Agreements, Conveyances, Leases, Covenants, and Indemnities made or entered into with or in favour of or by or for or on the Behalf of the selling Company, previously to such Purchase, shall be and remain as good, valid, and effectual, in favour of and against and in reference to the purchasing Company, and may be proceeded on and enforced in the same Manner by or against such Company, to all Intents and Purposes as if such Company had been Parties to and executed the same, or had been named or referred to therein, instead of the selling Company.

Actions, &c. not to abate.

XLVIII. That no Action, Suit, or other Proceeding whatsoever, commenced either by or against the selling Company previously to such Purchase from them being made by the purchasing Company as aforesaid,

aforesaid, shall abate or be discontinued or prejudicially affected by the Circumstances of such Purchase having been made, but the same shall continue and take effect either for or against the purchasing Company, in the same Manner in all respects as the same would have continued and taken effect in relation to the selling Company if such Purchase as aforesaid had not been made; and also that all Penalties by reason of any Offence against the Provisions of the Act relating to the selling Company previous to such Purchase as aforesaid shall and may be sued for, and all Offences which may have been committed before such Purchase against the Provisions of such Act may be prosecuted, in such or the like Manner, to all Intents and Purposes, as the same might have been sued for and prosecuted respectively if such Purchase had not been made, the purchasing Company being, in reference to the Matters in any Enactment in such Act mentioned, in all respects substituted for and in the Place of the selling Company.

Debts due at the Time of Purchase and Conveyance to belong to selling Company, notwithstanding this Act.

XLIX. That as between the selling Company on the one hand, and the purchasing Company on the other hand, all Debts, Rents, and other Monies which at the Time of the Houses, Lands, Plant, Works, Mains, Pipes, Stock, and Property of the selling Company being conveyed to or becoming vested in the purchasing Company shall be due or owing to such selling Company by any Contractor, Gas or Water Consumers, or other Person, and also a proportionate Part of all current Rents, Rates, or Charges from the last half-yearly or other Day of Payment up to the Time of such Property becoming vested in the purchasing Company, and all Monies due and owing to the selling Company for any Supply of Water up to that Time, shall belong to such selling Company, and be accordingly paid to such Company or the Directors thereof, in the same or the like Manner as if such Sale or Purchase had not been made; and that if any of such Debts, Rents, Rates, Charges, or Monies shall, by reason of any existing Contract, be transferred to the purchasing Company, or from any other Cause be received by such purchasing Company, the said purchasing Company shall forthwith on Receipt thereof pay over the same to the Directors for the Time being of the selling Company; and that all Debts, Rents, Rates, Charges, and Sums of Money which at the Time of the Property of the selling Company becoming vested in the purchasing Company shall be due or owing from the selling Company shall be paid by the selling Company; and that the selling Company shall, on receiving their Purchase Money for their said Houses, Lands, Plant, Works, Mains, Pipes, Stock, and Property, either produce to the purchasing Company valid and sufficient Receipts and Discharges for all such Debts or Sums of Money as ought to be paid by the selling Company as aforesaid, or otherwise the Directors of such Company shall give unto or enter into with the purchasing Company a sufficient Security or Undertaking

taking for the due Payment and Discharge of all such Debts or Sums, and for the Indemnity of the purchasing Company from and against the same.

Books, &c. of the selling Company to be Evidence.

L. That all Books and other Documents whatsoever by the Act relating to the selling Company authorized or directed to be kept, and thereby made Evidence, shall, after the Sale and Purchase of the Undertaking of such Company, be kept by the purchasing Company, and shall be admitted as Evidence in all Courts of Law and Equity or elsewhere.

Application of Purchase and other Monies.

LI. That the Directors for the Time being of the selling Company to whom such Purchase and other Monies as aforesaid are to be paid by the purchasing Company shall stand possessed of the same, and also of all other Sum and Sums of Money which at the Time of the Houses, Lands, Plant, Works, Mains, Pipes, Stock, and Property of such Company becoming vested in the purchasing Company shall belong to or be owing to the selling Company, and which shall or may at any Time or Times thereafter be received by or come into the Hands of the Directors of the selling Company, on account of or for the Benefit of the Proprietors of such Company, upon trust, after paying all the Debts, Liabilities, and Engagements of such Company, to divide the same between the several Persons who at the Time of the Payment of such Purchase and other Monies as aforesaid shall be the Proprietors of Shares in the Capital of such Company, in proportion to the Number of their respective Shares therein, and their respective Executors, Administrators, and Assigns; and such Company and the Directors thereof shall have all such and the same Powers for the Recovery of all Rates, Rents, Charges, Debts, and other Sums of Money as shall be due and owing to them as they would have had if the Undertaking of such Company had not been so sold.

Selling Company not bound to regard Trusts.

LII. That the Directors of such selling Company shall not be bound to see to the Execution of any Trusts, whether express, implied, or constructive, to which any of the Shares in the selling Company may be subject; and the Receipt of the Person or Persons in whose Name or Names any Share shall stand in the Books of such Company shall be a sufficient Discharge to the Directors for all Monies which shall be paid in respect of such Shares, notwithstanding any Trust to which such Share may be subject, and whether the said Company or the Directors thereof shall or shall not have had Notice of such Trusts, and the Company shall not be bound to see to the Application of the Money paid upon such Receipt.

Receipt of the Executor, &c. of

LIII. That the Receipt of any Executors, Administrators, Trustee, or Committee of any Proprietor of the selling Company, or of any Person

Person or Persons entitled to any Share or Shares therein, shall be a good and effectual Discharge to the Directors of such Company for so much Money as shall be paid by them or by their Order to such Executor, Administrator, Trustee, or Committee, for or on behalf of such Proprietor or Person, and as shall be expressed in any such Receipt to have been received, and shall exonerate and discharge the Directors from seeing to the Application thereof, and from being answerable for any Misapplication or Nonapplication of the same or any Part thereof, and from being liable to any other Duty or Obligation by reason of any Trust affecting the Person to whom or the Share in respect of which such Payment shall be made; and that the Assets of the said Company or the said Directors shall not after such Payment be in anywise liable to the Performance of such Trusts, or to any Action or Suit at Law or in Equity in respect thereof.

the Shareholder to discharge Company.

LIV. That in the meantime and until the Purchase and other Monies herein-before directed to be paid to the Directors of the selling Company can be distributed amongst the Proprietors of Shares in such Company, in pursuance of the Provisions of this Act, the same, or so much thereof as the Directors in their Discretion may think expedient, may be invested by them in the Purchase of Exchequer Bills; and the Money so invested, and the Interest which shall arise therefrom, shall be subject to the Directions and Provisions of this Act in regard to the said Purchase Money.

The Purchase Money to be paid to the Company, until wanted for Distribution, may be invested in Exchequer Bills at Interest.

LV. That it shall be lawful for the Directors of the selling Company and they are hereby authorized to employ such Clerks and other Servants as they may deem requisite for carrying into effect such of the Provisions of this Act as relate to such Company or the Directors thereof, and to allow them such Salaries or Remuneration as such Directors shall think fit, out of the Funds which shall come to their Hands by virtue of this Act.

Power to Directors to employ Clerks, &c.

LVI. That it shall be lawful for the Directors of the said selling Company, and they are hereby authorized and required, before they shall proceed to distribute any Part of the Monies by this Act made distributable amongst the Proprietors of the said Company, to pay and discharge all just Debts and Demands outstanding against such Company, and also all such Costs and Charges as shall have been incurred by the said Directors preparatory and incidental to the Sale of the said Property belonging to the said Company, and the carrying the Provisions of this Act into effect, so far as they relate to such Company.

Directors to pay Debts of Company before Distribution of Purchase Money.

LVII. That it shall be lawful for the Directors of the selling Company to meet when and as often as they shall think fit, for the Purposes of this Act; and that Three of such Directors present at a Meeting

Directors to meet whenever requisite; Three to be a Quorum.

Meeting shall (so long as Three Directors remain) be a Quorum, and competent to act; and that when and so soon as the Number of such Directors shall be reduced below Three, the remaining Directors or Director for the Time being shall or may exercise all the Powers and Authorities by this Act vested in the whole Body of Directors.

Directors to be respectively chargeable for their own Acts only.

LVIII. That the Directors of the selling Company, or any of them, or any or either of their respective Executors or Administrators, shall not be charged or chargeable with or for any more or other Monies than they respectively shall actually receive, or than shall come to their respective Hands under and by virtue of this Act, and also that it shall be lawful for the said Directors, by and out of the Money which shall come to their respective Hands by virtue of the Provisions of this Act, to deduct, retain, and reimburse to and for themselves respectively, and also to allow to their Colleagues, and to the Executors and Administrators of any deceased Director, all Costs, Charges, Damages, and Expenses, and Fees to Counsel for Advice, which they or any of them shall or may suffer, sustain, or expend, disburse, or lay out or incur in or about the Execution of the Provisions and Trusts hereby reposed in them, or in relation thereto, and also to settle, adjust, and allow the Accounts of any of the said Directors who shall depart this Life, and also to receive and give Discharges for the Money which shall appear to be the Balance of the same Accounts, without any Responsibility in the Person or Persons paying the same Money to see to the Application thereof, or being answerable for any Misapplication or Nonapplication of the same or any Part thereof.

Persons whose Names appear in the Books as Proprietors, to be deemed such, until the contrary be proved.

LIX. That the several Persons whose Names shall appear on the Books of the selling Company to be the Proprietors of Shares therein at the Time of such Sale shall, until the contrary be proved to the Satisfaction of the Directors of such Company, be considered to be the Persons entitled to a distributive Part or Share of the said Purchase Monies, and of any other Monies to be divided amongst the Proprietors of Shares in the said Company.

Company hereby incorporated may raise additional Capital to purchase Undertaking of Darlington Gas and Water Company.

LX. That in case the Company hereby incorporated shall, under the Powers of this Act, become the Purchasers of the Undertaking of "The *Darlington* Gas and Water Company," it shall be lawful for the Company hereby incorporated, by an Order of any Ordinary or Special General Meeting of the said Company, to raise, in addition to the Sums of Money which they are by this Act authorized to raise, any further Sum or Sums of Money which may be necessary to effect such Purchase, not exceeding the Sum of Thirty-five thousand Pounds, and for that Purpose to issue so many Shares, of such Amount, and to be appropriated and disposed of in such Manner, and to such

Person

Person or Persons, and on such Terms and Conditions, and generally in such Manner as by the Order of any such Meeting shall be determined, or it shall be lawful for the Company to raise Part of such Money by Mortgage of their Undertaking; and all the Provisions of this Act with regard to the Capital and Monies herein-before authorized to be raised by Shares or Mortgage, and to the Shares hereby authorized to be created, and to the Proprietors thereof, shall in all respects (subject to the Provisions herein contained, and to the Order of any such Meeting of the said Company,) be applicable to the additional Capital and Monies hereby authorized to be raised by Shares or Mortgage, and to the additional Shares hereby authorized to be created, and to the Proprietors thereof: Provided always, that until the whole of the Capital in Shares for the Time being of the Company hereby incorporated shall have been subscribed, and One Half thereof paid up, it shall not be lawful for the Company to raise such Sum or any Part thereof by Mortgage: Provided also, that the Company shall not by any such Means increase the Amount which may be owing at any One Time on Mortgage of their Undertaking beyond the Proportion of One Third of their then existing Capital in Shares.

Darlington Gas and Water Company may raise additional Capital to Purchase the Works hereby authorized.

LXI. That in case the *Darlington* Gas and Water Company shall under the Powers of this Act become the Purchasers of the Undertaking hereby authorized, it shall be lawful for the *Darlington* Gas and Water Company, by an Order of any Ordinary or Special General Meeting of the same Company, to raise, in addition to the Sums of Money which they are by the said recited Act relating thereto authorized to raise, any further Sum or Sums of Money which may be necessary to effect such Purchase, not exceeding the Sum of Twenty-five thousand Pounds, and for that Purpose to issue so many Shares, of such Amount, and to be appropriated and disposed of in such Manner, and to such Person or Persons, and on such Terms and Conditions, and generally in such Manner as by the Order of any such Meeting shall be determined, or it shall be lawful for the *Darlington* Gas and Water Company to raise Part of such Money by Mortgage of their Undertaking; and all the Provisions of the said recited Act relating to that Company with regard to the Capital and Monies thereby authorized to be raised by Shares or Mortgage, and to the Shares thereby authorized to be created, and to the Proprietors thereof, shall in all respects (subject to the Provisions herein contained, and to the Order of any such Meeting of the said Company,) be applicable to the additional Capital and Monies hereby authorized to be raised by Shares or Mortgage, and to the additional Shares hereby authorized to be created by the said Company, and to the Proprietors thereof: Provided also, that until the whole of the Capital in Shares for the Time being of the said Company shall have been subscribed, and One Half thereof paid up, it shall not be lawful for the said Company to raise such

such Sum or any Part thereof by Mortgage: Provided also, that the said Company shall not by any such Means increase the Amount which may be owing at any One Time on Mortgage of their Undertaking beyond the Proportion of One Third of their then existing Capital in Shares.

If Companies unite, Provisions of Darlington Gas and Waterworks Act and of this Act extended to the united Company.

LXII. That from and immediately after the Execution of an Agreement by Deed under the Common Seals of the said Two Companies for such Union and Amalgamation, and after Publication of Notice thereof in the "*London Gazette*," the said herein-before recited Act relating to the *Darlington* Gas and Water Company, and also this Act, so far as the same relates to the Company hereby incorporated, shall be and remain in force to all Intents and Purposes, and each of such Acts may be used and enforced by or against the said united Company in every respect as if the Name of that Company had been in every Case written in such Act instead of the Name of the Company to which such Act specially relates.

Shares in united Company to be subject to Terms of Amalgamation.

LXIII. That immediately after the Execution of the said Agreement, and Publication of Notice thereof as aforesaid, the Capital of the united Company shall be of such Amount as shall be agreed upon between the Two Companies and shall be stated in such Deed, and shall be divided into Shares of such Number and such Amount, and shall be distributed amongst the several Corporations and Persons who at the Time of such Amalgamation taking place shall be Proprietors of Shares in the said Companies respectively, in such Proportions and Shares, and with such Priority of Dividends, or other Privileges, Limitations, or Restrictions, as shall have been agreed upon between the said Two Companies in and by such Agreement, and all such new Shares by force and virtue of this Act shall be vested in the Proprietors to whom the same may be allotted accordingly: Provided always, that nothing herein contained shall enable the said Companies to reduce the aggregate Amount of their Share Capital at the Time of the Execution of the said Agreements.

Shares in united Company given in lieu of Shares in separate Companies to be subject to like Calls.

LXIV. That if any Person who, immediately before the Execution of the said Agreement, and Publication of Notice thereof as aforesaid, was a Proprietor of any Share in either of the said Companies on which any Sums remain unpaid, such Person shall be liable to the same Calls, payable at the same Periods and in the same Amounts, in respect of such Shares respectively, as he would have been liable to if such Amalgamation had not taken place in respect of the Company's Shares in lieu of which he shall have received Shares in the united Company, and the Directors of the united Company shall have all the like Powers of making such Calls, and enforcing Payment thereof, and of forfeiting and selling such Shares, as were possessed by the Directors of each Company before such Amalgamation.

LXV. That

New Register and Certificates.

LXV. That the said united Company shall, as soon as conveniently may be after the Execution of the said Agreement, and Publication of Notice as aforesaid, enter in the Register of Shareholders directed to kept by "The Companies Clauses Consolidation Act, 1845," the several Amounts and Numbers of Shares respectively to which the several Shareholders of the said Two Companies shall have become entitled in the Capital of the united Company; and, on the Demand of any such Shareholder who under this Act shall become entitled to any Share in the same Company, and who shall deliver up the Certificate of the Share held by him in either of the said Companies, for the Purpose of being cancelled, or who shall prove to the Satisfaction of the Directors that his Certificate has been worn out, lost, or destroyed, the Directors shall cause a Certificate of the Proprietorship of the Share in the Capital of the said united Company to be delivered to such Shareholder, at the Expense of the Company.

Certain Agreement between the Company and the Darlington Gas and Water Company confirmed.

LXVI. And whereas by a Deed dated the 25th Day of *March* 1851, and made between the *Darlington* Gas and Water Company of the One Part, and the said *Henry William Ferdinand Bolckow*, *Alfred Kitching*, and *Isaac Wilson*, as Three of the Provisional Directors and Promoters of the Company hereby incorporated, of the other Part, after reciting (amongst other things) that the *Darlington* Gas and Water Company had, under the Powers of their said recited Act, constructed a Main Pipe from the River *Tees* at or near a Place called *Tees Cottage* to the Town of *Darlington*, with Filtering Beds and a Reservoir for storing the Water to be supplied by the said Company, and had provided the necessary Machinery for obtaining a sufficient Supply of Water from the River *Tees*, and for carrying the same to and distributing the same in the Town of *Darlington*, and that the said Company then supplied the said Town with Water, and that the Filtering Beds, Reservoirs, and Main Pipes of the said Company were or might be made capable of furnishing to the Company hereby incorporated all the Water that they might require for the Purpose of supplying the said Towns of *Stockton*, *Middlesbrough*, and *Yarm*, and the Suburbs thereof respectively, with Water, and that the *Darlington* Gas and Water Company were willing and desirous, in the meantime and until the same Company and the Company hereby incorporated should be united under the Powers of this Act, to afford such Supply, upon the Terms therein-after mentioned, it was witnessed, that the *Darlington* Gas and Water Company covenanted with the said Parties thereto of the Second Part, their Executors and Administrators, and the said Parties thereto of the Second Part, for themselves, jointly and severally, and for their several and respective Heirs, Executors, and Administrators, and for the Company hereby incorporated, covenanted with the *Darlington* Gas and Water Company to the Effect following, that is to say, that after the passing of this Act the *Darlington* Gas and Water Company would sell and supply, and the said Company hereby incor-

porated would purchase and take from the *Darlington* Gas and Water Company, all the Water which should be required for the Purposes of the Company hereby incorporated, until the Undertakings of the Two Companies should have become One Undertaking, under the Powers of this Act; and that the now-reciting Deed should during the Subsistence thereof entitle the Company hereby incorporated to a good and sufficient Supply of Water from the Reservoirs and Works of the *Darlington* Gas and Water Company, and that the Mains and Pipes of the said Company should be always kept charged, except in case of Accident or Repair, and should be under sufficient Pressure to carry the Water over the Summit Level of the Main Pipe of the Company hereby incorporated, as shown on the said deposited Plans; and by the said Deed it was provided, that the Sum to be paid by the Company hereby incorporated for the Water so to be supplied to them by the *Darlington* Gas and Water Company should be a certain Proportion of the whole gross Amount of the Water Rents and other Sums of Money actually received by the Company hereby incorporated for Water supplied by them under the Powers of this Act; and that as between the Two Companies the Account of the said Water Rents and other Sums of Money should be made up to the 25th Day of *March*, the 24th Day of *June*, the 29th Day of *September*, and the 25th Day of *December* in every Year; and that the Amount which should upon every such quarterly Account appear to be due to the *Darlington* Gas and Water Company for the Water supplied by them should be payable and paid to them by the Company hereby incorporated within Thirty Days after the making up of such quarterly Account; and in the said Deed were contained other Provisions for giving Effect to the said Arrangement and Agreement between the said Companies: And whereas the obtaining a good and sufficient Supply of Water for the Purposes of this Act, upon the Terms provided for in the said Deed, will be very beneficial to the Company hereby incorporated: Be it therefore enacted, That the said recited Deed shall be binding upon and be performed and observed by the *Darlington* Gas and Water Company, and shall also be performed and observed, and shall be capable of being and shall and may be enforced by the Company hereby incorporated, in the same Manner in all respects as if the Company hereby incorporated had been Party thereto, and had executed the same, instead of the Persons Parties thereto of the Second Part.

Power to recover Sums payable to Darlington Gas and Water Company under such Agreement.

LXVII. That if any quarterly Payment of the Water Rent for the Time being payable by the Company hereby incorporated to the *Darlington* Gas and Water Company, or any Part thereof, shall be in arrear and unpaid for the Space of Thirty Days after the Day by the said Deed appointed for Payment thereof, and the same shall be lawfully demanded by or on the Behalf of the *Darlington* Gas and Water Company, upon or at any Time after the Expiration of the

said

said Thirty Days, and shall not, upon such Demand, be fully paid and satisfied, then and in every such Case, and from Time to Time when and so often as the same shall happen, it shall be lawful for the *Darlington* Gas and Water Company, without Prejudice to the other Rights and Remedies reserved to them by the said Deed for enforcing Payment thereof, by any Deed under their Common Seal to appoint a Receiver of the Water Rent for the Time being payable to the Company hereby incorporated under the Powers of this Act; and every Person so appointed Receiver shall have the same Powers for recovering and enforcing Payment of such Water Rents, and of giving valid and effectual Receipts for the same, as if he had been appointed Receiver thereof by the Company hereby incorporated, and the said Water Rents shall be paid to and be received by him accordingly, and the Money so to be received by such Receiver shall be and be considered as so much Money received by or to the Use of the *Darlington* Gas and Water Company, and shall be applied in the first place in paying to such Receiver a Commission of not exceeding Five Pounds *per Cent.* for collecting such Water Rents, and in the next place in paying to the said Company the quarterly Payment or Payments then in arrear and owing to them, and after Payment thereof, and of all Costs attendant upon or caused by the Appointment of such Receiver, including the Costs (if any such there be) of enforcing the Payment of such Water Rents, the Powers of such Receiver shall cease, and the Surplus (if any) of the Monies so received by him after making such Payments shall be paid to the Company hereby incorporated.

Power for Receiver to inspect Books of Accounts.

LXVIII. That for the Purpose of enabling any such Receiver to ascertain the Water Rents for the Time being due and accruing due and payable to the Company hereby incorporated, the Books of the said Company shall at all reasonable Times be open to the Inspection of such Receiver, with Liberty for him to take Extracts therefrom without Fee or Reward; and if the said Company shall refuse to allow any such Receiver to inspect the said Books, or to take Extracts therefrom, or shall in any Manner impede him in so doing, they shall for every such Offence be liable to a Penalty not exceeding Ten Pounds.

Penalties imposed by this Act not cumulative.

LXIX. That no Penalty or Forfeiture imposed by the said incorporated Acts or any of them, for or in respect of the same Act or Default of the Company, shall be cumulative on any Penalty or Forfeiture imposed for or in respect of the same Act or Default by any other Act of Parliament; but it shall be lawful for the Company, or for any Person entitled to proceed for any such Penalty or Forfeiture, to elect to proceed under such last-mentioned Act or any of the said incorporated Acts.

LXX. That

Company not to be exempt from the Public Health Acts.

LXX. That nothing herein contained shall be deemed or construed to exempt the said Company from the Provisions of "The Public Health Act, 1848," or of any General Act relating thereto or to the Subject Matter thereof which may pass during the present or any future Session of Parliament.

Expenses of Act.

LXXI. That all the Costs, Charges, and Expenses of and attending the applying for and passing of this Act and incidental thereto shall be paid by the Company or the Directors thereof out of the Funds now in their Hands, or out of the First Monies which shall be received by the Company or the Directors thereof under the Authority of this Act, and in preference to any other Payments whatsoever.

SCHEDULE.

The SCHEDULE to which the foregoing Act refers.

Form of Lease.

I of in consideration of the Sum of Pounds paid to me by , *or* [*as the Case may be*] in consideration of the Sum of Pounds paid to me, and of the Rent herein-after reserved and made payable by the Stockton, Middlesbrough, and Yarm Water Company, do hereby demise to the said Company, their Successors and Assigns, [*describing the Premises to be demised,*] together with all Ways, Rights, and Appurtenances thereunto belonging, to hold the Premises to the said Company, their Successors and Assigns, for the Term of Years from the Day of the Date hereof, yielding and paying therefore yearly and every Year during the said Term , free from Land Tax, Sewers Rates, and all other Taxes and Outgoings, (Property and Income Tax excepted,) by equal Payments in the Year, the First Payment to be made on the Day of , according to the true Intent and Meaning of the Act of Parliament incorporating the said Company.

In witness whereof I have hereunto set my Hand and Seal, and the said Company have hereunto affixed their Common Seal, the Day of .

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