CHAPTER cxxi.

An Act for extending the Limits within which the Weardale and Shildon District Waterworks Company may supply Water, and for empowering them to construct additional Works and to raise additional Capital; and for other purposes. [19th July 1875.]

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WHEREAS the Weardale and Shildon District Waterworks Company (in this Act called the Company) were incorporated by "The Weardale and Shildon District Waterworks Act, 1866," (in this Act referred to as the Act of 1866,) and empowered to execute works and to supply with water the Weardale and Shildon district, consisting of the several parishes, townships, and places comprised within the limits defined by the said Act, and for that purpose to raise a share capital of one hundred and fifty thousand pounds, and to borrow thirty-seven thousand five hundred pounds: 29 & 30 Vict. c. ccc.

And whereas the trade and population within and adjacent to the limits of the Act of 1866 have increased and are increasing; and it is expedient that the limits within which the Company may supply water be extended, and that they be empowered to construct additional reservoirs and works:

And whereas the Company have expended, or are about to expend, all the moneys they are authorised to raise; and it is expedient that they be authorised to raise additional share and loan capital for the purposes of this Act, and for the general purposes of their undertaking:

And whereas it is expedient that the powers of the Company be in various respects enlarged, and that the Act relating to the Company be in divers particulars extended and amended:

And whereas the objects aforesaid cannot be attained without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and

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with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

Short title.

1. This Act may be cited as "The Weardale and Shildon District Waterworks Act, 1875."

This Act and recited Act to be construed as one.

2. The provisions of the recited Act, so far as they are not expressly repealed or varied by or are not inconsistent with the provisions of this Act, shall be incorporated with this Act, and this Act and the Act of 1866 shall (save as aforesaid) be read and construed together as one Act.

Provisions of certain general Acts incorporated.

3. The following Acts and parts of Acts (as far as they are applicable for the purposes and are not inconsistent with the provisions of this Act) are hereby incorporated with this Act; namely,

The provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following matters; (that is to say,)

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for the nonpayment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money by the Company on mortgage or bond;

The conversion of borrowed money into capital;

The consolidation of the shares into stock;

The general meetings of the Company and the exercise of the right of voting by the shareholders;

The making of dividends;

The giving of notices; and

The provisions to be made for affording access to the special Act;

Parts I., II., and III. of "The Companies Clauses Act, 1863," as amended by "The Companies Clauses Act, 1869;"

"The Lands Clauses Consolidation Acts, 1845, 1860, and 1869;"

"The Waterworks Clauses Acts, 1847 and 1863;" and

The provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the temporary occupation of lands near the railway during the construction thereof, and with respect to the crossing of roads or other interference therewith: Provided that, in construing the provisions of the latter Act

for the purposes of this Act, the expression "the railway" and "the centre of the railway" shall respectively mean the works and the boundaries of the works by this Act authorised: Provided also, that those provisions shall not be deemed to include or apply to any lands from time to time belonging to or used or occupied by the North-eastern Railway Company.

Interpretation of terms.

4. Terms to which meanings are assigned in Acts incorporated wholly or in part with this Act, or which have therein special meanings, have in this Act the same respective meanings, and in this Act, and (for the purposes of this Act) in Acts incorporated wholly or in part with this Act, the expressions "superior courts" or "court of competent jurisdiction," or any other like expression, shall have effect as if the debt or demand with respect to which it is used was a common simple contract debt, and not a debt or demand created by statute.

Extension of limits for supply of water.

5. The limits within which the Company may supply water shall extend to and include, in addition to the parishes, townships, and places within the limits of the Act of 1866, the following parishes, townships, and extra-parochial and other places; namely, St. Oswald, Crossgate, Broom, Elvet, Sunderland Bridge, Kelloe, Coxhoe, Quarrington, Cassop, Bishop Middleham, Thrislington, Mainsforth, Cornforth, and Cockfield, all in the county of Durham, or portions thereof; and the Company may exercise within the limits as extended the same powers as they are authorised to exercise within the limits of the Act of 1866, which limits as extended are more particularly described and shown by red colour on a certain map or plan authenticated by the signature of A. Baillie Cochrane, the Chairman of the Committee of the House of Commons to which the Bill was referred, and deposited in the Private Bill Office of the House of Commons, a copy whereof shall, within one month after the passing of this Act, be deposited with the clerk of the peace for the county of Durham.

Power to make waterworks and take lands, &c.

6. And whereas plans and sections describing the lines, situation, and levels of the intended works, and the lands which may be taken for the purposes thereof, and a book of reference to those plans, containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of such lands, have been deposited with the clerk of the peace for the county of Durham (and are in this Act respectively referred to as the deposited plans, sections, and book of reference): Therefore, subject to the provisions of this Act, the Company may make and maintain in the lines or situations, and according to the levels shown on the deposited plans

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and sections, the reservoirs, catchwaters, conduits, lines of pipes, alterations, deviations, diversions, and other works shown on the deposited plans, among which are comprised the following principal works; namely,

1. Houseslip Reservoir.—A reservoir situate in the parish and township of Wolsingham:
2. Tunstall Reservoir.—An enlargement of the authorised Tunstall Reservoir of the Company situate in the parish and township of Wolsingham:
3. Bishop Oak Reservoir.—A reservoir situate in the parish and township of Wolsingham:
4. Redford Reservoir.—A reservoir situate in the parish of Hamsterley and township of South Bedburn:
5. Bedburn Reservoir.—A reservoir situate in the parish of Hamsterley and township of South Bedburn:
6. Linburn Reservoir.—A reservoir situate in the parish and township of Hamsterley:
7. Mount Pleasant Service Reservoir.—A reservoir situate in the township of Crook and Billy Row in the parish of Brancepeth:
8. North Beechburn Service Reservoir.—A reservoir situate in the township of Newton Cap in the parish of Saint Andrew Auckland:
9. Ferryhill Service Reservoir.—A reservoir situate in the township of Ferryhill in the parish of Merrington:
10. Toft Hill Service Reservoir.—A reservoir situate in the township of Barony and Evenwood in the parish of Saint Helen Auckland:
11. Stockley Fell Service Reservoir.—A reservoir situate in the township of Stockley in the parish of Brancepeth:
12. Catchwater No. 1.—A catchwater or conduit situate in the parish and township of Wolsingham, and discharging into the intended Houseslip Reservoir:
13. Catchwater No. 2.—A catchwater or conduit situate in the parish and township of Wolsingham, and discharging into the intended Houseslip Reservoir:
14. Catchwater No. 3.—A catchwater or conduit situate in the parish and township of Wolsingham, and discharging into the intended Bishop Oak Reservoir:
15. Catchwater No. 4.—A catchwater or conduit situate in the parish of Hamsterley and townships of Hamsterley and South Bedburn, and discharging into the intended Linburn Reservoir:

16. Catchwater No. 5.—A catchwater or conduit situate in the parish of Hamsterley and townships of Hamsterley, Lynesack, and Softley, and South Bedburn, and discharging into the intended Linburn Reservoir:
17. Line of Pipes No. 1.—A line of pipes commencing in the intended Houseslip Reservoir, and terminating at or in the intended Mount Pleasant Service Reservoir:
18. Line of Pipes No. 2.—A line of pipes commencing at or in the intended Mount Pleasant Service Reservoir, and terminating in the township of Esh in the parish of Lanchester:
19. Line of Pipes No. 3.—A line of pipes commencing in the authorised Tunstall Reservoir, and terminating by a junction with the intended line of pipes No. 9 near the intended Beechburn Service Reservoir:
20. Line of Pipes No. 4.—A line of pipes commencing at or in the intended North Beechburn Service Reservoir, and terminating at or in the intended Ferryhill Service Reservoir:
21. Line of Pipes No. 5.—A line of pipes commencing at or in the intended Ferryhill Service Reservoir, and terminating in the townships of Ferryhill and Chilton, or one of them, in the parish of Merrington:
22. Line of Pipes No. 6.—A line of pipes situate in the township of South Bedburn in the parish of Hamsterley, commencing in the Ayhope Beck, and terminating by a junction with the intended line of pipes No. 9:
23. Line of Pipes No. 7.—A line of pipes situate in the township of South Bedburn in the parish of Hamsterley, commencing in the Euden Beck, and terminating by a junction with the intended line of pipes No. 9:
24. Line of Pipes No. 8.—A line of pipes situate in the township of South Bedburn in the parish of Hamsterley, commencing in the Spurlswood Beck, and terminating by a junction with the intended line of pipes No. 7:
25. Line of Pipes No. 9.—A line of pipes commencing in the intended Redford Reservoir, and terminating at or in the intended North Beechburn Service Reservoir:
26. Line of Pipes No. 10.—A line of pipes commencing in the intended Linburn Reservoir, and terminating at or in the intended Toft Hill Service Reservoir:
27. Line of Pipes No. 11.—A line of pipes commencing at or in the intended Toft Hill Service Reservoir, and terminating in the township of West Auckland in the parish of St. Helen Auckland:

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28. Line of Pipes No. 12.—A line of pipes situate in the parish and township of Witton-le-Wear, commencing by a junction with the existing main pipes of the Company on the north side of the River Wear near the viaduct carrying the Darlington section of the North-eastern Railway across the said River Wear, and terminating by a junction with the existing main pipes of the Company on the south side of the said River Wear near the said viaduct:

Together with all proper approaches, communications, works, and conveniences ancillary or subsidiary thereto, or connected therewith; and may purchase, enter upon, take, and use such of the lands described in the deposited plans and book of reference, and any easement, right, or privilege in or over the same, as they require for the purposes of this Act, or as have already been conveyed or agreed to be conveyed to the Company, and may take, use, and appropriate for the purposes of works authorised by this Act, and of the existing and authorised works of the Company, all waters found in, on, or under any of the said lands and other the lands for the time being belonging to the Company, and may divert, widen, or narrow such turnpike roads and public carriage roads, or any of them, as are marked upon the deposited plans, and may stop up all other roads and ways within the limits of deviation defined on the deposited plans which would interfere with the construction and use of the works by this Act authorised, and may appropriate for the purposes of this Act the sites of the roads and ways so diverted and stopped up: Provided always, that without the consent in writing of the owner or owners for the time being of the Redford Grove House, now belonging or reputed to belong to Henry Edward Surtees, (which owner or owners are herein-after referred to as and included in the expression "the owner or owners of the Redford Grove estate") the intended lines of pipes No. 7 and No. 8, or either of them, shall not commence as shown on the deposited plans in the Euden Beck and the Spurlswood Beck respectively, but in the Bedburn Beck, formed by their confluence, at some point below the point of confluence; and no lands or property of the owner or owners of the Redford Grove estate above such point of confluence, or any easement, right, or privilege in or over the same, shall without such consent be purchased, entered upon, taken, or used for any purposes of this Act.

Limits of deviation.

7. In the construction of the works authorised by this Act, and subject to the provisions thereof, the Company may deviate laterally to any extent not exceeding the limits of the lateral deviation

shown on the deposited plans, and where on any road no such limits are shown, the boundaries of such road shall be deemed to be such limits, and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding in the case of reservoirs three feet upwards and five feet downwards, and in the case of all other works to any extent not exceeding ten feet; but if it be found necessary or expedient in the construction of any of the reservoirs authorised by this Act to alter the situation of any embankment, they may, within the limits of deviation, in the construction thereof, and in the works connected therewith, deviate vertically from the levels of such embankments, reservoirs, and works to any extent not exceeding twenty feet: Provided always, that the Company shall not, in reference to the powers of lateral deviation hereby given, construct any embankment or wall of any of the reservoirs of a greater height above the general surface of the ground than the corresponding embankment or wall shown on the deposited sections, and three feet in addition; and that, with respect to the Redford Reservoir, the level of the ordinary top water of that reservoir shall not be higher than is indicated on the deposited plans.

Power to take water.

8. Subject to the provisions of this Act, the Company may take, divert, and collect into or by means of the reservoirs, catchwaters, conduits, pipes, and other works shown on the deposited plans, or some of them, or into any other reservoirs, catchwaters, conduits, pipes, and other works of the Company, or any of them, and impound, appropriate, and use all or some of the waters of the several brooks and streams called Houseslip Beck, Trod Beck, Waserow Beck, Thornhope Beck, Ayhope Beck, Euden Beck, Spurlswood Beck, Bedburn Beck, Hart Hope Burn, and Linburn Beck, and the several tributaries thereof, and all brooks, rivulets, streams, watercourses, surface waters, and other waters and springs which flow into or form part of the said streams, and impound and store such several waters in their reservoirs and works, and from such works supply water within the limits of supply as extended by this Act for domestic and other purposes.

As to sporting, &c. on Redford and Linburn reservoirs.

9. Notwithstanding anything contained in or to be done under this Act, the exclusive right of boating, fishing, shooting, and sporting on and over and of taking ice from the Redford Reservoir and the Linburn Reservoir shall and may at all times be had, exercised, and enjoyed by the owner or owners of the Redford Grove estate, together with all usual powers and privileges incidental to the proper enjoyment of the right so reserved to or conferred upon him or them, including the right of keeping one or more boats on the respective reservoirs, and of erecting and main-

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taining one or more boat-houses or sheds and landing-places on the side or sides of, but not on the embankment of, the respective reservoirs, subject in each case to the following restrictions and provisions; that is to say,

(*a.*) That in the exercise of any right conferred by this section no injury be done to the embankment, works, or bed of the respective reservoir, and that no act be wilfully done whereby the water therein shall be wasted or fouled:

(*b.*) That before the erection of such boat-house or shed or landing-places the site and plans thereof be subject to the reasonable approval of the Company:

(*c.*) That in case the Company shall for the purposes of their undertaking at any time require the removal of any such boat-house or shed or landing-places, or of any other boat-house or shed or landing-places erected by virtue of this provision, the person or persons to whom the same shall belong shall remove the same; and, at the expense of the Company, he or they may erect another boat-house or shed or landing-places in lieu thereof on some other part of the side of the respective reservoir, but not on the embankment thereof:

(*d.*) Every boat-house or shed or landing-places erected by virtue of this section shall at all times (unless the same be required by the Company to be removed in accordance with this section) be kept in repair by the person or persons to whom the house or shed or landing-places for the time being belongs:

(*e.*) That when any boat is not in use it shall be securely fastened, so as to prevent the use of it by any unauthorised person:

(*f.*) That no right conferred by this section shall be separately demised, assigned, or otherwise disposed of or parted with, wholly or partially, by any owner or owners on whom the right is by this section conferred, but that every such right shall always remain annexed to the respective house or estate upon the owner or owners of which for the time being the right is so conferred, and shall be exercised only by the respective owner or owners aforesaid, or his or their family, visitors, friends, and with them their servants:

But nothing in this section shall be taken to restrict the use of the respective reservoir and the water therein for the purposes of the Company's undertaking, and the same may be used for those purposes in the like manner and to the like extent in all respects as if this section had not been inserted in this Act.

As to diversion of Howle Eele Road.

10. The Company shall (unless the owner or owners for the time being of the mansion in the parish of Hamsterley known as Hoppyland Park, now belonging or reputed to belong to G. A. L. Blenkinsop, and the estate in the same parish known as the Bedburn estate, belonging or reputed to belong to J. F. Elliot, otherwise consent in writing) apply to Parliament in a future session for a Bill to enable them to substitute for the diversion shown on the deposited plans of the Howle Eele Road, numbered on those plans two hundred and seventy and three hundred and thirty-five, in the parish of Hamsterley, another diversion of the same road, the diverted road to commence at the point on the road marked D on the said plans, to be thence carried to the eastward on the north side of the Bedburn Reservoir to and along the embankment or dam of that reservoir, and thence westward to a point on the road six chains or thereabouts southward from Howle Eele Bridge, and the Company shall use their best endeavours to procure the passing of such Bill into a law, and unless and until such application shall have been made, and the said Bill shall either be passed or be rejected on its merits by either House of Parliament, the powers of the Company for the compulsory purchase of land for and for the construction of the Bedburn Reservoir shall not be exercised without the consent in writing of such owner or owners respectively as aforesaid.

Supply of water in lieu of compensation provided by Act of 1866.

11. As full compensation for the waters to be taken and used under the powers of this Act and the Act of 1866, and before the Company shall be entitled to use the same for the purposes of this Act, the Company shall cause to be discharged from and out of the under-mentioned reservoirs by this Act authorised the following respective quantities of water:

1. When and so soon as the Houseslip Reservoir shall have been completed and filled with water, a quantity of water amounting to two hundred and four thousand gallons daily: Provided that the Company may, if and when they see fit, substitute for such last-mentioned quantity of water an equivalent quantity to be discharged from either the Bishop Oak Reservoir, or the Redford Reservoir, or the Bedburn Reservoir, so as to flow to the River Wear:
2. When and so soon as the Bishop Oak Reservoir shall have been completed and filled with water, a quantity of water amounting to one million eight hundred and seventy thousand gallons daily: Provided that, until such reservoir shall have been completed and filled with water, the quantities of water required by the Act of 1866 to be discharged from the

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Waskerley and Tunstall reservoirs shall continue to be discharged therefrom: Provided also, that from and after the commencement of the discharge of the above-mentioned quantity of water from the Bishop Oak Reservoir the obligation to discharge water by way of compensation from and out of the Waskerley and Tunstall reservoirs shall cease and determine: Provided further, that during the filling of the Bishop Oak Reservoir the Company shall cause to flow from such reservoir a quantity of water not being less than two hundred and fifty thousand gallons in every day, in addition to the compensation water required by the Act of 1866 to be discharged from the Tunstall Reservoir:

3. When and so soon as the Redford Reservoir shall have been completed and filled with water, a quantity of water amounting to two millions and thirty-three thousand gallons daily:

4. When and so soon as the Bedburn Reservoir shall have been completed and filled with water, a quantity of water amounting to three millions one hundred and thirty-two thousand gallons daily; but such quantity shall be inclusive of and in substitution for the quantity to be discharged from the Redford Reservoir:

5. When and so soon as the Linburn Reservoir shall have been completed and filled with water, a quantity of water amounting to one hundred and ninety thousand gallons daily: Provided that the Company may, if and when they see fit, substitute for such last-mentioned quantity of water an equivalent quantity to be discharged from either the Bishop Oak Reservoir, or the Redford Reservoir, or the Bedburn Reservoir, so as to flow to the River Wear.

As to discharge of compensation water.

12. The said several quantities of compensation water shall be discharged in continuous and uniform streams during the whole of the twenty-four hours of every day.

Company to maintain gauges.

13. The Company shall erect and construct and for ever after maintain within two hundred yards of the outlets of the reservoirs from which compensation water is discharged suitable measuring gauges over or through which the said respective quantities of water shall flow or be discharged, and the said gauges shall be respectively open to the inspection and examination of the several persons interested in the water so to flow or be discharged through or over the same.

Compensation for injury done.

14. The Company shall make compensation in money under the provisions of the sixth section of the Waterworks Clauses Act, 1847, to all persons injuriously affected by the deprivation of the flow of any compensation water by or in consequence of the substituted discharge of such compensation water in lieu of the discharge to the benefit of which any such person would otherwise continue to be entitled.

On completion of Tunstall Reservoir supply from Waskerley Reservoir to cease.

15. Notwithstanding anything in the Act of 1866 contained, the Company may, from and after they shall have completed and commenced to use the Tunstall Reservoir, but subject to making compensation in money to any persons injuriously affected thereby, cease to discharge compensation water from the Waskerley Reservoir, and thereupon the 27th, 28th, and 29th sections of the Act of 1866 shall be and the same are hereby repealed.

Period for compulsory purchase of lands.

16. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of the respective periods herein-after mentioned; that is to say,

(*a.*) As regards any lands of the Redford Grove estate required for the purposes of the intended Redford Reservoir, and the intended lines of pipes No. 7, No. 8, and No. 9, or any or either of them, three years from the passing of this Act:

(*b.*) As regards any lands of the Redford Grove, Hoppyland Park, and Bedburn estates required for the purposes of the Bedburn Reservoir, and the Linburn Reservoir, and the catchwaters No. 4 and No. 5, and the line of pipes No. 10, or any or either of them, five years from the passing of this Act:

(*c.*) As regards any other lands required for the purposes of this Act, five years from the passing of this Act.

Period for completion of works.

17. If the works authorised by this Act be not completed within the periods herein-after mentioned; that is to say,

(*a.*) As regards the works to be made on the Redford Grove estate, except of and connected with the Linburn Reservoir, within ten years from the passing of this Act;

(*b.*) As regards the works to be made on the Hoppyland Park and Bedburn estates and the Linburn Reservoir, within twelve years from the passing of this Act; and

(*c.*) As regards the other works by this Act authorised, within twelve years from the passing of this Act;

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then on the expiration of those respective periods the powers by this Act granted to the Company for executing such respective works or in relation thereto shall cease to be exercised, except as to so much thereof as is then completed.

Power to take additional lands by agreement.

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

Power to take easements, &c.

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

Power to purchase waterworks at Spennymoor.

20. The Company may acquire by agreement the existing waterworks at Spennymoor, in the parish of Whitworth in the county of Durham, belonging or reputed to belong to the Spennymoor Local Board of Health, with the reservoir, pumping works, mains, pipes, engines, engine-houses, machinery, and other property, rights, and privileges belonging to or connected therewith, and for such purpose may pay out of their capital such consideration in money not exceeding two thousand five hundred pounds as may be agreed upon, and thereupon the works and property so purchased, and all rights, powers, and privileges held therewith or incident thereto, shall vest absolutely in the Company and become part of their undertaking.

General powers of the Company as to works not restricted.

21. Subject to the provisions of the Act, nothing in this Act contained shall restrict the Company from extending, enlarging, altering, improving, or removing any of their works at any time and from time to time as occasion may require.

Power to raise additional capital.

22. The Company may from time to time raise, in addition to their existing share capital, any further sums not exceeding in the whole six hundred thousand pounds by the creation and issue of new ordinary shares or stock, or new preference shares or stock, or, at the option of the Company, either wholly or partially, by any one or more of those modes.

Limiting amount of calls.

23. Twenty per centum shall be the largest amount of a call which the Company may make in respect of any share, and there shall be an interval of not less than three months between any two calls, and the Company shall not call up more than three fourths of the amount of a share in any year.

Except as otherwise provided, new shares or stock to be subject to the same incidents as other shares or stock.

24. Except as by this Act otherwise provided, the capital in new shares or stock created by the Company under this Act, and the new shares or stock therein, and the holders thereof respectively, shall be subject and entitled to the same powers, provisions, liabilities, rights, privileges, and incidents in all respects as if that capital were part of the now existing capital of the Company of the same class or description, and the new shares or stock were shares or stock in that capital.

New shares or stock to form part of capital of the Company.

25. The capital in new shares or stock so created shall form part of the capital of the Company.

Dividends on new shares or stock.

26. Every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the Company, and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or to the whole amount of such stock, as the case may be.

Receipt in case of persons not sui juris.

27. If any money be payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow.

28. In addition to the moneys authorised by the recited Act to be raised by the Company, they may from time to time, by virtue of this Act, borrow on mortgage any sums not exceeding in the whole one hundred and fifty thousand pounds, and the Company may, when fifty thousand pounds of the said additional capital has been from time to time issued and accepted, and one half thereof has been paid up, borrow on mortgage any sum or sums not exceeding in the whole twelve thousand five hundred pounds, and when and as each further sum of fifty thousand pounds of the said additional capital has been issued and accepted, and one half the amount thereof respectively has been paid up, the Company may borrow on mortgage such further sum or sums of money not exceeding in the whole twelve thousand five hundred pounds in respect of each such fifty thousand pounds; but in none of the before-mentioned cases shall any part of the said respective sums be borrowed until the Company have proved to the justice who is to certify under the fortieth section of "The Companies

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

As to conversion of borrowed money into capital.

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

Rate of dividend on new shares or stock.

30. The prescribed rate of dividend on any new ordinary shares or stock created under the powers of this Act shall not exceed seven pounds per centum per annum, and the prescribed rate of preference dividend on any new preference shares or stock shall not exceed six pounds per centum per annum on the amounts actually paid up in each case.

Dividends in different classes of stock or shares to be paid rateably.

31. In case in any half year the net revenues of the Company applicable to dividend shall be insufficient to pay a dividend of seven pound per centum on each class of ordinary stock or shares in the capital of the Company, an equal dividend shall be paid on each class of ordinary stock or shares, and whenever in any half year such net revenues shall be more than sufficient to pay a dividend of seven pounds per centum on the whole of the ordinary stock and shares in the capital of the Company, the surplus shall in the first place be applied in payment of dividends on the now existing shares in the capital of the Company until the same shall

amount to ten pounds per centum thereon, and in the next place be applied rateably in making up any deficiency of dividends in any previous years on the whole of the ordinary stock or shares in the capital of the Company.

Interest on debenture stock.

32. The interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Existing mortgages to have priority.

33. All mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing thereof, shall, during their respective continuance, have priority over any mortgages granted by virtue of this Act.

Application of money.

34. All money raised under this Act shall be applied for the purposes of the Company's undertaking, and not otherwise.

For appointment of a receiver.

35. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than one tenth of the amount which the Company are for the time being authorised to borrow on mortgage.

Priority of mortgages over other debts.

36. All money raised or to be raised by the Company on mortgage or debenture stock under the provisions of this Act shall have priority against the Company, and the property from time to time of the Company, over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act: Provided always, that this priority shall not affect any claim against the Company, or their property, in respect of any rent-charge granted or to be granted by them in pursuance of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company, in pursuance of any Act relating to the Company, which is entitled to rank in priority to or pari passu with the interest on their mortgage or debenture stock, nor shall anything in this section contained affect any claim for land taken, used, or occupied by the Company for the purposes of the Company's undertaking and

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works, or injuriously affected by the construction thereof, or by the exercise of any powers conferred upon the Company.

Works affecting the North-eastern Railway to be done under the inspection of their engineer.

37. All mains and pipes which under the powers of this Act shall be carried across or under any railway of the North-eastern Railway Company shall be carried under the same in a culvert of sufficient dimensions to admit of any such main or pipe being relaid or repaired without any interference with the railway, and the top of the culvert shall in no case be nearer the bottom of the rails of the railway than two feet; and in laying down, making, executing, and subsequently maintaining and repairing any mains, pipes, culverts, or other works of the Company upon, along, across, or under, or by the side of the North-eastern Railway as shown on the deposited plans, and wheresoever elsewhere the same or any of them shall interfere with or be upon, across, or under, or by the side of the said railway or of the works or property of the said railway company, the Company shall lay down, make, execute, and subsequently maintain and repair the same, and from time to time alter the situation thereof when necessary or required by the said railway company, and all excavations and works necessary for those purposes or any of them, under the direction and superintendence and to the reasonable satisfaction of the engineer for the time being of the said railway company, and in accordance with plans, drawings, and specifications previously submitted to and approved by the said engineer, and shall pay and make good to the said railway company all loss, costs, charges, damages, and expenses whatsoever which such company shall sustain, pay, expend, or be put to by, in, about, or in consequence of laying down, making, and executing the said mains, pipes, culverts, and other works upon, along, across, or under, or by the side of such railway and property or any part thereof, and the subsequent maintenance and repair thereof, or of any such works or any other injury caused by the works of the Company or the use thereof, or by the bursting of any pipe or reservoir or otherwise howsoever to the said railway or the works or traffic thereof, or other the property of the said railway company; and in case of any difference between the engineer of the Company and the engineer of the said railway company concerning such plans, drawings, or specifications, or as to any other of the matters aforesaid, the same shall be determined by arbitration in manner prescribed by the sections of the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration, and for such purposes those sections shall be incorporated with and form part of this Act: Provided always, that nothing in this Act con-

tained shall enable the Company in any way to interfere with any station, station-house, engine-shed, warehouse, shop, or other building, or with any water pipes, wells, or other works of the said railway company, without the consent of such company in writing first had and obtained.

Not to take lands of North-eastern Railway Company without consent.

38. It shall not be lawful for the Company without the consent in writing of the North-eastern Railway Company to purchase or take any lands or property of the North-eastern Railway Company delineated on the said plans, but they may purchase and take such right, easement, or privilege in, over, or upon any such lands as shall be necessary for the purpose of laying and constructing, and of obtaining access to, examining, regulating, cleansing, draining, maintaining, renewing, and keeping in good repair, order, and condition such pipes, culverts, and other works as may be required for and are incident to the purpose of conveying water for the purposes by this Act authorised; and, except as herein-before expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the estate, rights, privileges, and authorities of or belonging to the North-eastern Railway Company.

Expenses of Act.

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

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