ANNO DECIMO NONO & VICESIMO

VICTORIÆ REGINÆ.

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Cap. lvii.

An Act for the Transfer of the *Wolverhampton* Waterworks to the *Wolverhampton* New Waterworks Company, and for other Purposes.

[30th *June* 1856.]

8 & 9 Vict. c. cxxxv.

13 & 14 Vict. c. lxxiv.

WHEREAS by "The *Wolverhampton* Waterworks Act, 1845," the *Wolverhampton* Waterworks Company (in this Act called "the old Company") were incorporated, and were authorized to make and maintain Waterworks and to supply the Inhabitants of the Town of *Wolverhampton* with Water: And whereas by "The *Wolverhampton* Waterworks Amendment Act, 1850," further Provision was made with respect to the old Company: And whereas the old Company have Works at *Tettenhall* and at *Goldthorn Hill* in the County of *Stafford:* And whereas the Supply of Water which the old Company are able to furnish is inadequate to meet the Wants of the Inhabitants of *Wolverhampton* and its Neighbourhood, and there is no Prospect of their being able to increase the Supply from their present Works: And whereas the Share Capital of the old Company is Fifty-two thousand Pounds, the whole of which has been subscribed for and about Forty-five thousand Pounds of which has been paid up, and the Debenture Debt of the old Company due on Mortgage or Bond amounts to Seventeen thousand three hundred Pounds:

18 & 19 Vict. c. cli.

Pounds: And whereas by "The *Wolverhampton* New Waterworks Act, 1855," the *Wolverhampton* New Waterworks Company (in this Act called "the new Company") were incorporated, and were authorized to make and maintain Waterworks and to supply with Water the Town and Parish of *Wolverhampton* and the Suburbs thereof, and the Parishes of *Tettenhall* and *Codsall*, all in the County of *Stafford*, and the Parishes of *Donnington*, *Albrighton*, and *Boningale* or *Bonninghall* in the County of *Salop*: And whereas the Share Capital of the new Company is One hundred thousand Pounds, Eighty-four thousand Pounds of which has been subscribed for: And whereas the Two Companies are desirous, and it would be of public Advantage, and it is expedient that the Works of the old Company should be transferred to the new Company, and the Two Undertakings worked as One Undertaking: And whereas Two Agreements, each dated the Fourteenth Day of *February* One thousand eight hundred and fifty-six, were made between the old Company and the new Company under their respective Common Seals for such Transfer and for a future Application to Parliament to sanction the Abandonment of Part of the Works authorized by the new Company's Act, which they apprehended would by the Transfer be rendered unnecessary: And whereas it is expedient that those Agreements be confirmed: And whereas by a Deed bearing even Date with the recited Agreements, and made between *George Holyoake*, Sir *Francis Lyttelton Holyoake Goodricke* Baronet, *Charles Corser*, *Henry Underhill*, and *Henry Heane*, of the First Part, the old Company of the Second Part, and the new Company of the Third Part, a Guarantee provided for by the recited Agreements was entered into: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

I. This Act may be cited for all Purposes as "*Wolverhampton* Waterworks Transfer Act, 1856."

Commencement of Act.

II. This Act shall commence on the Twenty-fifth Day of *December* One thousand eight hundred and fifty-six.

10 & 11 Vict. c. 17. and Part of 8 & 9 Vict. c. 16. incorporated.

III. "The Waterworks Clauses Act, 1847," and Sections LIII. and LIV. of "The Companies Clauses Consolidation Act, 1845," are incorporated with this Act: Provided, that the Expression "the prescribed Rate" of Profit in "The Waterworks Clauses Act, 1847," shall be deemed to be the Rate of Six Pounds in the Hundred by the Year; and the Expression "the prescribed Sum," in Section LIII. of

of "The Companies Clauses Consolidation Act, 1845," shall mean the annual Rents provided for and made payable by the first of the Two recited Agreements and by this Act.

Same Meanings to Words in this Act and General Acts.

IV. The several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

Recited Agreements confirmed.

V. Subject to the Provisions of this Act, the recited Agreements are confirmed, and shall be carried into effect.

Undertaking of old Company to be transferred to new Company.

VI. After the Commencement of this Act, but subject to the Provisions thereof, the old Company may and shall make and execute a Grant to the new Company, and the new Company may and shall accept and execute the same according to the first of the Two recited Agreements of the Works of the old Company, and the Sites thereof, Buildings, Erections, fixed Engines, Fixtures, Machinery, and Appurtenances thereto belonging, and the fixed Mains, Pipes, Water, and generally the whole Undertaking of the old Company, with all the Rights, Interests, Powers, Authorities, and Privileges whatsoever of the old Company relating thereto, (except only such Parts of their Property as by the first of the Two recited Agreements are agreed to be reserved to them,) and the Premises so to be granted shall by virtue of this Act, and as from the Commencement thereof, be vested in the new Company as Part of their Undertaking, and may be held and enjoyed by them accordingly.

Old Company to remain incorporated, &c.

VII. Notwithstanding such vesting the old Company shall remain incorporated for the Purposes of and incident to the Receipt and Distribution of the Monies to be paid to them under this Act.

Old Company to deliver over Undertaking to new Company.

VIII. Immediately after the Commencement of this Act, the old Company shall deliver over to the new Company and put them in peaceable Possession of the whole of the Waterworks, Undertaking, and Property to be so vested in the new Company.

New Company to pay certain Rents to the old.

IX. After the Commencement of this Act, the new Company shall pay to the old Company by equal half-yearly Portions, the perpetual yearly Rents, and of the Amounts provided for by the first of the Two recited Agreements.

Days for Payment of Rents.

X. The First Payment of the Rents shall be made on the Twenty-fourth Day of *June* One thousand eight hundred and fifty-seven, and the

the subsequent Payment of such Rents shall be made on every Twenty-fifth of *December* and Twenty-fourth of *June*.

Rents to be a Charge on Property of new Company.

XI. The Rents shall be a Charge as by this Act provided upon the Works, Undertaking, Property, and Effects whatsoever of the new Company.

Preference of Rents with respect to Interest and Dividends payable by new Company.

XII. The Rents shall be subject and without Prejudice to the Debenture Debt from Time to Time of the new Company which, inclusive of the Debenture Debt of Seventeen thousand three hundred Pounds of the old Company, shall not exceed Forty thousand Pounds, and the Interest thereon, but shall have Priority over all Dividends or Interest on the Shares or Stock of the new Company: Provided always, that the new Company shall not borrow more than the Sum of Forty thousand Pounds, inclusive of the Debenture Debt of Seventeen thousand three hundred Pounds of the old Company.

Recovery of Rents.

XIII. With respect to the Rents, the old Company shall for the Purpose of the Recovery thereof be deemed Mortgagees of the new Company; and without Prejudice to any other of their Rights and Remedies, whether by the Appointment of a Receiver under the first of the Two recited Agreements, or otherwise, may recover the same, if and when in arrear for Twenty-one Days, by the Appointment of a Receiver accordingly.

New Company to indemnify old Company against their Debenture Debt.

XIV. The new Company shall indemnify the old Company against the Debenture Debt of the old Company, amounting to Seventeen thousand three hundred Pounds, and the Interest thereon, from the Commencement of this Act.

New Company to represent old Company in respect to Undertaking.

XV. After the Commencement of this Act, and except as is by this Act otherwise expressly provided, the new Company shall for the Purposes of this Act, with respect to the Waterworks, Undertaking, and Property to be so vested in the new Company, represent to all Intents the old Company.

New Company to perform Duties of old Company.

XVI. After the Commencement of this Act, and except as is by this Act otherwise expressly provided, the new Company shall be subject to and perform and conform to all Duties, Obligations, and Liabilities to which the old Company immediately before the Commencement of this Act were or but for this Act would be or become subject, and shall relieve and indemnify the old Company and their Officers and Servants, and their respective Representatives, of and from all such Duties, Obligations, and Liabilities, and all Costs, Damages, and Expenses in that Behalf.

XVII. After

New Company to exercise Powers of old Company with respect to Undertaking.

XVII. After the Commencement of this Act, the several Powers and Provisions of the recited Acts relating to the old Company with respect to the Construction, Extension, Maintenance, Protection, User, and Working of the Waterworks of the old Company, and the Conveniences thereof, and the purchasing, taking, and holding of Lands for the Purposes thereof, and the Management of the Undertaking of the old Company, and the supplying of Water, and Rents or Rates for such Supply, and all other the Powers and Provisions of those Acts with respect to the Waterworks, Undertaking, and Property of the old Company to be so vested in the new Company, shall extend and apply to the new Company, and be exercised and enjoyed by them accordingly in the same Manner in all respects as if the Name of the new Company had been inserted in those Acts, Powers, and Provisions instead of the Name of the old Company.

General Saving of Rights.

XVIII. Notwithstanding such vesting, and except as is by this Act otherwise expressly provided, everything before the Commencement of this Act done, suffered, and confirmed respectively under or by virtue of or by the recited Acts relating to the old Company, or either of them, shall be as valid as if this Act were not passed; and such vesting and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if such vesting had not happened and this Act had not passed would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively, and with respect to all such Rights, Liabilities, Claims, and Demands the new Company shall represent the old Company: Provided always, that the Generality of this Provision shall not be restricted by any other of the Clauses and Provisions of this Act.

Provisions of other Acts continued.

XIX. Notwithstanding such vesting, all the Provisions of any and every Act of Parliament (other than any of the recited Acts) relating to the old Company and their Officers and Servants respectively, and at the Commencement of this Act in force, shall be of the like Force and Effect as if such vesting had not happened, and may be exercised, enforced, and enjoyed for the several Purposes of this Act by and against the old Company, or, as the Case may be, by and against the new Company and the Officers and Servants of the Two Companies respectively, in as full and beneficial a Manner to all Intents as the same respectively might be exercised, enforced, and enjoyed by and against the old Company and their Officers and Servants respectively if this Act were not passed.

Contracts, &c. preserved.

XX. Notwithstanding such vesting, all Purchases, Sales, Conveyances, Mortgages, Securities, and Contracts before the Commencement

ment of this Act made and entered into under either of the recited Acts relating to the old Company, or with respect to the Purposes thereof, shall be as effectual to all Intents for, against, and with respect to the new Company as if the same had been made or entered into by, to, or with respect to the new Company instead of the old Company, and may be proceeded on and enforced in like Manner to all Intents as if the new Company were Party or privy thereto or referred to therein instead of the Party actually Party or privy thereto or referred to therein.

Actions not to abate.

XXI. Notwithstanding such vesting, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the old Company before the Commencement of this Act shall not abate or be discontinued or prejudicially affected by this Act, but on the contrary shall continue and take effect both in favour of and against the old Company in the same Manner to all Intents as if this Act were not passed.

Debts of the old Company to be paid by and to them.

XXII. Notwithstanding such vesting, and except only as is by this Act otherwise expressly provided, all Persons who on the Commencement of this Act owe any Water Rents or Rates or any Money to the old Company, or to any Person on their Behalf, shall pay the same, with all the Interest (if any) due and payable or accruing for the same, to that Company; and all Moneys which on the Commencement of this Act are owing by or recoverable from the old Company, or for the Payment of which they are or but for this Act would be liable, shall be paid, with all Interest (if any) due and payable or accruing for the same, by or be recoverable from that Company.

Expenses of Act.

XXIII. All the Costs, Charges, and Expenses of and incidental to the obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the new Company.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1856.