



ANNO DECIMO OCTAVO & DECIMO NONO

# VICTORIÆ REGINÆ.

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## *Cap. cli.*

An Act for better supplying with Water the Town and Parish of *Wolverhampton*, the Suburbs thereof, and the Parishes and Places adjacent thereto. [16th *July* 1855.]

**W**HEREAS the present Supply of Water to the Town of *Wolverhampton*, Suburbs thereof, and Parishes and Places adjacent, is inadequate and insufficient both in Quantity and Purity for the Wants and Conveniences of the present and rapidly increasing Population, Trade, and Manufactories of the said Town, Suburbs, and Parishes and Places adjacent: And whereas the Construction of Waterworks for the Purpose of introducing a more abundant Supply of good, pure, and wholesome Water into the said Town, Suburbs, and Parishes and Places adjacent, would be of great local and public Benefit: And whereas the Parties hereafter named, and others, are willing to carry such Undertaking into execution; 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

[*Local.*] 27 P Temporal,

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Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows :

8 & 9 Vict.  
c. 16. & 18.  
and  
10 & 11 Vict.  
c. 17. incor-  
porated.

I. The several Acts of Parliament following, (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Waterworks Clauses Act, 1847," shall, except as herein otherwise provided, be incorporated with and form Part of this Act.

Same Mean-  
ing to Words  
in General  
Acts and  
this Act.

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

Short Title.

III. In citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Wolverhampton New Waterworks Act, 1855.*"

The Com-  
pany.

IV. The Expression "the Company" in this Act shall mean the Company by this Act incorporated.

Limits of  
Act.

V. The Limits of this Act shall comprise and include 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*.

Company not  
to supply  
*Willenhall*  
and *Bilston*,  
without Con-  
sent of South  
*Staffordshire*  
*Waterworks*  
Company,  
except, &c.

VI. Provided always, That it shall not be lawful for the Company, without the Consent of the *South Staffordshire Waterworks Company* first had and obtained, to supply the respective Townships of *Willenhall* and *Bilston* with Water, if and so long as the said *South Staffordshire Waterworks Company* shall supply such respective Townships, under the Power of "The *South Staffordshire Waterworks Act, 1853*," provided such Power be exercised by the said *South Staffordshire Waterworks Company* at any Time within the Period limited by the said last-mentioned Act for completing the Works thereby authorized.

Incorpora-  
tion of Com-  
pany.

VII. *John Williams, George Holyoake, Sir Francis Lyttelton Holyoak Goodricke* Baronet, *Joseph Griffen Walker, George Edwards, Frederick Charles Perry, Thomas Thorneycroft, Charles Edward Molineux, Charles Corser, Samuel Loveridge, John Hawkesford, Henry Heane, and Thomas Thorneycroft Kesteven*, and all other Persons and Corporations who have already subscribed or who shall hereafter subscribe to the Undertaking by this Act authorized, and their

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their Executors, Administrators, Successors, and Assigns respectively, shall be and they are hereby united into a Company for the Purpose of supplying Water within the Limits of this Act, and for making Waterworks for that Purpose, together with all proper Works and Conveniences connected therewith, according to the Provisions of this Act and the Acts incorporated herewith; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Wolverhampton New Waterworks Company*," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall and may sue and be sued, 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.

VIII. The Capital of the Company shall be One hundred thousand Pounds. Capital.

IX. The Number of Shares into which the said Capital shall be divided shall be Twenty thousand, and the Amount of each Share shall be Five Pounds. Shares.

X. Twelve Shillings and Sixpence *per* Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders, and Three Months at the least shall intervene between the making of any Two successive Calls, and the aggregate Amount of Calls to be made in any One Year shall not exceed Two Pounds Ten Shillings *per* Share. Calls.

XI. The Profits of the Undertaking to be divided among the Shareholders in any Year shall not exceed the Rate of Six Pounds in the Hundred by the Year on the paid-up Capital of the Undertaking, unless a larger Dividend be at any Time necessary to make up the Deficiency of any previous Dividend which shall have fallen short of the said yearly Rate. Profits of the Company to be limited.

XII. The Company may borrow on Mortgage or Bond any Sum of Money not exceeding in the whole Thirty-three thousand Pounds, but no Part of such Sum shall be raised until the whole of the said Capital of One hundred thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up. Power to borrow on Mortgage.

XIII. All Moneys raised by Shares, Mortgage, or Bond, under the Powers of this Act, shall be applicable only to the Purposes by this Act authorized. Application of Moneys.

XIV. The

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Meetings of  
the Com-  
pany.

XIV. The First General Meeting of the Shareholders of the Company shall be held within Two Months after the passing of this Act, and a General Meeting of the Company shall be held in the Month of *January* in every Year, or at such other Times as shall be from Time to Time appointed by any General Meeting.

Quorum of  
General  
Meetings.

XV. The Quorum of any General Meeting of the Company shall be such Number of Shareholders as shall hold in the aggregate not less than Three thousand Pounds in the Capital of the Company.

Appoint-  
ment of  
Auditor.

XVI. The Company shall annually at some General Meeting elect an Auditor for the Purpose of auditing the Accounts of the Company; and in case the Office of such Auditor shall, before such Accounts have been audited by him, be vacant by Death or from any other Cause, the Company shall from Time to Time appoint an Auditor to supply such Vacancy.

Number and  
Qualification  
of Directors.

XVII. Subject to the Provisions herein contained for reducing the Number of Directors, the Number of Directors shall be Thirteen, and the Qualification of a Director shall be the Possession in his own Right of One hundred Shares at least in the Undertaking.

Power to  
vary the  
Number of  
Directors.

XVIII. The Company may from Time to Time reduce the Number of Directors; but the whole Number, after any Reduction as aforesaid, shall not be less than Nine.

First  
Directors.

XIX. *John Williams, George Holyoake, Sir Francis Lyttelton Holyoak Goodricke Baronet, Joseph Griffen Walker, George Edwardes, Frederick Charles Perry, Thomas Thorneycroft, Charles Edward Molineux, Charles Corser, Samuel Loveridge, John Hawkesford, Henry Heane, and Thomas Thorneycroft Kesteven* shall be the First Directors of the Company.

Quorum of  
Directors.

XX. The Quorum of a Meeting of Directors shall be Three.

Power to  
make Water-  
works ac-  
cording to  
deposited  
Plans.

XXI. And whereas Plans and Sections showing the Line and Levels of the Waterworks proposed to be constructed for the Purposes of this Act, and also a Book of Reference containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and Occupiers of the Lands in or through which the same are intended to be made or to pass, or which may be required for the Purposes of the Company, have been deposited by the Clerks of the Peace for the Counties of *Salop* and *Stafford*: It shall be lawful for the Company, subject to the Provisions and Restrictions in this and the said incorporated Acts contained, to make, construct, and maintain the said Waterworks in the Line, according to the Levels, and upon the Lands delineated on the  
said

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said Plans and Sections and described in the said Book of Reference, and for that Purpose to purchase, either absolutely for a Sum in gross or in consideration of an annual Rentcharge, and to enter upon, take, and use, such of the Lands, Springs, and Streams delineated on the said Plans and Sections, and described in the said Book of Reference, as shall be necessary for that Purpose, or any Easement, Liberty, Privilege, Power, or Authority in or over the same, and take therefrom such Water as the Company may require for the Purposes of this and the said incorporated Acts: Provided always, that nothing herein contained or referred to shall authorize the Company or its Successors, nor shall the Company or its Successors enter upon, take, use, or interfere with, or shall anything herein contained or referred to in any Manner affect, any Estate, Rights, or Privileges enjoyed by Captain *George Charles Selwin Durant*, his Heirs or Assigns, in, to, or over any Part of the Lands, Streams, Springs, Waters, and Hereditaments known as "The *Tong Castle Estate*," or appurtenant thereto, except such Part or Parts thereof as are hereby authorized to be purchased and taken by the Company, and are particularly described and comprised in the Book of Reference to the said Plans deposited with the Clerk of the Peace for the County of *Salop*.

XXII. Provided always, That in constructing the Waterworks by this Act authorized to be made it shall be lawful for the Company to make lateral Deviations from the Line of such Works, not exceeding the Limits of lateral Deviation described on the Plan of such Works deposited with the Clerks of the Peace for the Counties of *Salop* and *Stafford*, and also to make Deviations from the Levels of such Works as delineated on the Sections thereof deposited with the said Clerks of the Peace to any Extent not exceeding Five Feet, and in the Case of Reservoirs Three Feet.

Limits of  
Deviation.

XXIII. And whereas the Works by this Act authorized comprise certain Reservoirs for impounding the Waters of *Neachley Brook* and *Ruckley Brook* in the Parishes of *Tong* and *Donington* respectively in the County of *Salop*, and which Reservoirs will be situate near to and on the North Side of the *Great Western Railway* (*Shrewsbury and Birmingham Section*), and it is necessary that the said Reservoirs and Works connected therewith should be constructed and maintained in such Manner as not to interfere with the Security of the Works of the said Railway, or the Safety and Convenience of the Traffic thereon: Be it enacted, notwithstanding anything in this Act or in the Acts herewith incorporated, That it shall not be lawful for the Company, in constructing the Embankments of the said Reservoirs respectively, to carry the same nearer to the said Railway than Eighty Yards from a Line drawn along the Centre of the said Railway, and the said Embankments shall be made perfectly Water-tight by

Provision for  
Protection of  
the Great  
Western  
Railway  
Company.

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means of puddling or otherwise, to the Satisfaction of the Engineer of the said Railway Company, as herein-after provided; and the Main Pipe for conveying Water from the said Reservoirs under the said Railway shall be laid through the existing Culvert under the said Railway in the Embankment at the *Neachley Brook*, and shall be made of Cast Iron.

Company not to take Lands of Great Western Railway Company without Consent.

XXIV. Provided always, That nothing contained in this Act or in the other Acts incorporated therewith shall authorize the Company to take or enter upon any of the Lands or Ground belonging to the *Great Western Railway Company*, or to alter, vary, or interfere with the said Railway or any of the Works thereof, further or otherwise than is hereby expressly authorized, without the Consent of the said Railway Company in Writing under their Common Seal in every Instance for that Purpose first had and obtained.

Defining Powers of the Company in regard to Interference with Lands of Great Western Railway Company, and Provision as to Repairs, &c.

XXV. Provided also, notwithstanding anything in this Act or in the Acts incorporated therewith contained, That it shall not be lawful for the Company, without such Consent of the *Great Western Railway Company* as aforesaid, to acquire any Right or Property in any of the Lands of the said Railway Company, other than the Right, subject to the Provisions of this Act, of executing the several Works necessary and proper for laying and maintaining such Main Pipe as aforesaid upon, through, or under the Lands and Works of the said Railway Company, and for keeping the same and the Works in connexion therewith in repair; and all necessary Repairs of the same shall from Time to Time be executed under the Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *Great Western Railway Company*; and the Company shall, on Demand, pay to the *Great Western Railway Company* all Expenses reasonably incurred by them by reason of or in reference to the laying and maintaining or Repair of all or any of the Works upon, over, or under or adjacent to the said Railway, and the Lands and Works thereof, authorized by this Act or any Act incorporated therewith, or for or by reason of the Superintendence by the Engineer for the Time being of the said Railway Company, of the Construction, Maintenance, or Repair of the same Works.

Providing for Damage to Great Western Railway Company being made good.

XXVI. The Company shall from Time to Time, at their own Costs and Charges, and under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of the *Great Western Railway Company*, repair and make good any Damage or Injury which may from Time to Time be done to the said Railway or to the Works or Property of the said Railway Company in the Construction, Maintenance, and Repair of the Works hereby authorized, and the Company shall also from Time to Time and at all

Times

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Times pay to and make good to the *Great Western Railway Company* all Losses, Costs, Damages, Injuries, and Expenses, as well immediate as consequential, which that Company may incur, suffer, or be put to by reason of any Act or Proceeding of the Company, or by reason of the Failure or giving way, from any Cause whatever, of any of the Reservoirs, Embankments, Watercourses, Conduits, Pipes, or other Works to be constructed by the Company under the Provisions of this Act; and in case the Company shall refuse or neglect to repair or make good any such Damage or Injuries as aforesaid, when and so often as the same shall arise, it shall be lawful for the said Railway Company to repair and make good the same; and all Costs, Charges, Damages, and Expenses whatever which shall be thereby incurred or sustained by the said Railway Company shall be repaid to them by the Company within One Calendar Month after a Demand for the same shall have been made in Writing; and for the Purposes aforesaid or any of them it shall be lawful for the said Railway Company, their Agents, Servants, and Workmen, to enter upon, use, and occupy any of the Land or Premises belonging to the Company adjoining the said Railway.

XXVII. Except as herein expressly provided, nothing herein contained shall extend or be construed to prejudice, diminish, alter, or take away any of the Rights, Powers, Hereditaments, or Authorities of or belonging to or vested in the *Great Western Railway Company*.

Saving Rights of Great Western Railway Company.

XXVIII. It shall be lawful for the Company to purchase by Agreement, in consideration of a Sum in gross or an annual Rent, and to hold, any Quantity of Land not exceeding Five Acres which they may require, in addition to the Lands herein-before authorized to be taken for the Purposes of this Act, and also any Springs, Reservoirs, or Places, Sources or Issues of Water, or any Easement, Power, or Authority in or over the same, on such Terms and Conditions as shall be mutually agreed upon between the Parties.

Lands for additional Purposes.

XXIX. The Persons empowered by "The Lands Clauses Consolidation Act, 1845," to convey Lands, shall have full Power to grant any Lands for the Purposes of this Act, or any Easement, Liberty, Privilege, Power, or Authority in or over such Lands, in consideration of a fixed and invariable annual Rentcharge, and the Company may subsequently purchase the Discharge thereof from the Rents and Covenants reserved or contained in any such Grant.

Owners may grant Lands in consideration of an annual Rentcharge.

XXX. In every Case of a Purchase under the Provisions of this Act (otherwise than for a Sum in gross) of any Lands or Springs, or of any Easement, Liberty, Privilege, Power, or Authority in or over the

In Purchases from Parties under Disability, the

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best yearly Rent to be reserved and made payable by the Company.

the same, from any Party under any Disability or Incapacity, and not having Power to sell or convey the same, except under the Provisions of this Act and of "The Lands Clauses Consolidation Act, 1845," there shall be reserved and made payable by the Company the best yearly Rent in respect of the Subject Matter of such Purchase, but no Fine, Premium, or Foregift shall be paid by the Company.

Powers for compulsory Purchases limited.

XXXI. The Powers of the Company for the compulsory Purchase of Lands and Houses for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period within which the Works are to be completed.

XXXII. The Works hereby authorized to be made shall be completed within Five 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 executing such Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Works as shall then be completed: Provided always, that, subject to the Restrictions and Provisions herein contained, the Company may from Time to Time alter, enlarge, and extend their Wells, Reservoirs, Mains, and Pipes in such Way and Manner as shall be necessary for supplying Water within the Limits of this Act.

For Protection of the Company of the Birmingham Canal Navigations.

XXXIII. Whenever the Company of Proprietors of the *Birmingham Canal Navigations* shall have Occasion to raise, rebuild, or alter any Bridge belonging to them over which any Pipes may have been carried by the Company, under the Powers of the said recited Acts or of this Act, the Alterations of such Pipes made necessary by the raising, rebuilding, or altering of every such Bridge shall be made, and the Pipes shall be replaced, by and at the Expense of the Company, and the said Company of Proprietors shall not be liable to make Compensation for any Damage, Loss, or Injury occasioned thereby; but no such raising, rebuilding, or altering shall be commenced (except in Cases of Emergency) until Seven Days after Notice of such Intention to raise, rebuild, or alter, (as the Case may be,) shall have been given by the said Company of Proprietors to the Company: Provided always, that it shall not be lawful for the Company in any Manner to impede the Navigation of any of the Canals of the said Company of Proprietors, and the Pipes of the Company shall be so laid, altered, and maintained as not to injure the said Bridges or interrupt the free Passage under the same; and (save as aforesaid) the Company shall not take nor in any Manner interfere with any of the Works or Property of the said Company of Proprietors, or any Brooks, Springs, Streams, or Watercourses which now or hereafter may supply or run directly or indirectly into



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into the Canals of the last-mentioned Company, without their Consent in Writing under their Common Seal first had and obtained.

XXXIV. Any Steam Engine, Furnace, Chimney, or other Apparatus generating, producing, or transmitting Smoke, to be erected, set up, or used at the Works of the Company within a Radius of Three Miles of the Astronomical Observatory of the Right Honorable *John Lord Wrottesley*, situate in the Parish of *Codsall*, shall be constructed on the best and most approved Principle which has been or may hereafter be discovered of consuming and burning the Smoke arising or proceeding therefrom, and shall actually consume and burn such Smoke so as to prevent the same occasioning any Injury or Nuisance whatsoever to the said Observatory, and the Instruments, Operations, and Observations contained, carried on, and made therein from Time to Time; and in case such Engine, Furnace, Chimney, or other Apparatus shall not be so constructed, or such Smoke shall not be so consumed or burnt, or if any such Injury or Nuisance shall be done or occasioned as aforesaid, the Company shall forfeit and pay to the said *John Lord Wrottesley* or other the Owner for the Time being of the said Observatory, for every Day or any Part of a Day whereon such Default, Injury, or Nuisance shall arise or be made, such Sum or Sums of Money as may and shall from Time to Time be determined by Arbitration in the Manner provided by the said "Companies Clauses Consolidation Act."

Steam Engines, &c. to consume their own Smoke, if used or employed within 3 Miles of Lord Wrottesley's Observatory.

Penalty on Company in case of Failure.

XXXV. The Company shall, at the Request of the Owner or Occupier of any private Dwelling House or Part of a private Dwelling House in any Street in which any Pipe of the Company shall be laid, or on the Application of any Person who, under the Provisions of this Act or any Act incorporated herewith, 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 domestic Uses at a Rate *per Centum per Annum*, not exceeding Seven Pounds, upon the annual Rack-rent or Value of the Premises so supplied with Water: Provided nevertheless, that the Company shall not be entitled to receive from any such Owner or Occupier more than the Sum of Ten Pounds in any One Year for such Supply, nor shall the Company be obliged to furnish such Supply to any Occupiers for any less Sum than Ten Shillings in any One Year.

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

XXXVI. A Supply of Water for domestic Purposes shall not include a Supply of Water for Cattle, or for Horses, or for washing Carriages, where such Horses or Carriages are kept for Hire or by Common Carriers, or for any Trade, Manufacture, or Business whatsoever, or for watering Streets or Gardens, or for Fountains, or for any ornamental Purposes whatsoever.

What shall be deemed domestic Purposes.

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XXXVII. The

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As to Supply  
of Water to  
Corporation.

XXXVII. The Company shall supply the Corporation of the Town of *Wolverhampton* with Water for flushing Sewers and watering Streets at a Rate not exceeding Fivepence *per* One thousand Gallons.

Water may  
be cut off in  
certain Cases.

XXXVIII. If any Person supplied with Water by the Company shall wilfully do or cause to be done any Act, Matter, or Thing in contravention of the Provisions of this Act or of any Act incorporated herewith, or shall wilfully omit or neglect to do any Matter or Thing which under such Provisions ought to be done for the Prevention of Waste, Misuse, or undue Consumption or the Contamination of the Water of the Company, it shall be lawful for the Company to turn or cut off the Water supplied by them to such Person, and to cease to supply such Person with Water, and also to recover from such Person, by Action or Suit in any Court of competent Jurisdiction, the Amount of any Loss, Damage, or Injury which the Company may sustain by means or in consequence of any such Act, Matter, or Thing as aforesaid, or of any such wilful Omission or Neglect as aforesaid: Provided always, that after the Cause of Complaint shall have ceased, and the Person offending shall have made due Compensation to the Company for such Act, Matter, or Thing as aforesaid, such Person shall be again entitled to be supplied with Water by the Company.

Regulations  
to be made  
for prevent-  
ing Waste of  
Water.

XXXIX. It shall be lawful for the Company from Time to Time to make such Regulations as shall be necessary or expedient for the Purpose of preventing the Waste or Misuse of Water, and, amongst other things, to prescribe the Size, Nature, and Strength of the Pipes, Cocks, Cisterns, and other Apparatus whatsoever to be used, and to interdict any Arrangements, and the Use of any Pipes, Cocks, Cisterns, or other Apparatus, which may tend to such Waste or Misuse as aforesaid.

Water not  
necessarily  
under  
Pressure.

XL. The Water to be supplied from any Pipe of the Company need not be constantly laid on under Pressure.

Water may  
be supplied  
by Agree-  
ment.

XLI. The Company may supply any Person with Water for any Purpose in respect of which no special Rates are by this Act granted, for such Remuneration and upon such Terms and Conditions as shall be agreed upon between the said Company and the Person desiring such Supply.

Penalty for  
Waste or im-  
proper Appli-  
cation of  
Water, and  
Recovery of  
Damages, &c.

XLII. Any Person supplied with Water under this Act, who shall wilfully waste such Water, or who shall use or apply such Water for any other Purpose than the Purpose agreed upon, or who shall permit or suffer any other Person to use, take, or waste any such Water, shall for every such Offence forfeit and pay a Sum not exceeding Five Pounds, and shall, in addition to such Penalty, make full Compensation

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tion to the Company for or in respect of the Water so used, taken, wasted, or misapplied; and any Justice authorized to impose such Penalty is hereby empowered and required to determine and certify the Amount of such Compensation, which Amount the Company may recover in like Manner as Charges for Water supplied by them may be recovered.

XLIII. Any Person who shall, without the Knowledge and Consent of the Company, extend or enlarge any Pipe, or use other Means or Devices for the Purpose of supplying any other Person with Water from the Works of the Company, shall forfeit and pay a Sum not exceeding Five Pounds, and a further Sum not exceeding Forty Shillings for every Day during which such Offence shall be continued.

Penalty for extending or enlarging Pipes of Company without Consent.

XLIV. The Company may let for Hire any Meters or Instruments for ascertaining the Quantity of Water consumed or supplied, and any Fittings for the Conveyance of such Water, for such Remuneration in Money as shall be agreed upon between the Company and any Person to whom the same may be so let, and such Remuneration shall be recoverable in the same Manner as the Rents or Sums due to the Company for Water; and such Metres and Fittings, so long as they remain the Property of the Company, shall not be subject to Distress for Rent of the Premises where the same may be used, nor to be taken in Execution under any Process in any Court of Law or Equity or any Fiat in Bankruptcy against any Person in whose Possession the same may be.

Power to Company to let Meters for Hire.

XLV. The Clerk, Engineer, or other Officer of the Company may at all reasonable Times enter any House, Building, or Premises supplied by the Company in manner lastly herein-before mentioned, in order to inspect the Meters, Instruments, or Fittings and Works for regulating the Supply of Water, and for the Purpose of ascertaining the Quantity of Water consumed or supplied; and if any Person hinder such Officer as aforesaid from entering and making such Inspection as aforesaid at any reasonable Time, he shall for every such Offence forfeit to the Company a Sum not exceeding Five Pounds.

Powers to Company for ascertaining Quantity consumed by Meter.

XLVI. It shall be lawful for the Company, by their Officers or Servants, from Time to Time to enter any House, Building, or Premises, for the Purpose of removing and carrying away any Meter, Instrument, Pipes, Fittings, or other Works the Property of the Company: Provided always, that no Power of Entry shall be exercised under this Act at any Hour not authorized by "The Waterworks Clauses Act, 1847," except with the Consent of a Justice.

Power to take away Meter.

XLVII. In

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Recovery of  
Charges for  
the Supply of  
Water.

XLVII. 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 the Company, 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 before Two Justices having Jurisdiction as aforesaid 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 such Two Justices to issue their 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 Justices to be due from such Person, together with such Costs as to such Justices shall seem just and reasonable.

Sums due  
may be  
recovered in  
any Court of  
competent  
Jurisdiction.

XLVIII. In addition to the Remedies herein-before granted to the Company, they may recover any Sum of Money which shall be due to them for Water Rates or Rents, Damages, Costs, or Expenses, by Action or Proceeding in any Court of competent Jurisdiction for the Trial of an Action of Debt of the like Amount.

Notices, &c.  
not void for  
Want of  
Form.

XLIX. No Notice, Summons, Regulation, Order, Act, or Proceeding of the Company shall be held to be void for Want of Form only.

Corporation  
of Wolver-  
hampton.  
may pur-  
chase Water  
works.

L. And whereas it may be expedient that the Management and Direction of furnishing the Supply of Water to the Borough of *Wolverhampton* and other Places within the Limits of this Act should be vested in the Mayor, Aldermen, and Burgesses of the said Borough (in this Act called "the Corporation"), for the public Behoof, and that the Rights, Powers, and Property of the Company should be transferred to and vested in the Corporation, and it is proper that Provision should be now made for effecting such Transfer: Be it therefore enacted, That from and at any Time after the passing of this Act it shall be lawful for the Company, and they shall be bound and obliged, if thereunto required by the Corporation under their Corporate Seal, to sell and transfer to the Corporation, and the Corporation are hereby authorized to purchase and accept a Transfer of the whole of the Undertaking, and the Lands, Waterworks, and Property of the Company, with all the Rights, Powers, Privileges, and Ease-  
ments

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ments of every Description pertaining and belonging to the Company, and such Sale and Purchase shall be for such Considerations and on such Terms and Conditions as the Corporation and the Company shall mutually agree on, and in case of any Difference of Opinion between the Corporation and the Company, then for such Considerations and on such Terms and Conditions as shall be settled by Arbitration under "The Lands Clauses Consolidation Act, 1845."

LI. When and so soon as the Corporation shall have purchased and acquired all the Property, Rights, Powers, and Privileges of the Company, under the Provisions of this Act, and a Conveyance thereof (duly stamped) shall have been executed by the Company, the Waterworks, and all the Lands, Tenements, and Hereditaments, of whatsoever Tenures, and all Works, Mains, Pipes, and other Property which shall then belong to or be vested in the Company, and which shall have been acquired by them under this Act, shall be and become vested in the Corporation.

Vesting the Undertaking in the Corporation, on Completion of Purchase.

LII. Immediately upon the Lands, Works, Property, Rights, Powers, and Privileges of the Company being purchased by the Corporation, under the Provisions herein contained, all Conveyances, Leases, Deeds, Appointments, Contracts, Agreements, Mortgages, Bonds, Covenants, Securities, Indemnities, and Liabilities made or entered into with, to, or in favour of, or by or for or on behalf of or in reference to the Company, previously to the Completion of such Purchase, shall (subject to the Provisions of this Act) be and remain as good, valid, and effectual, in favour of, against, and with reference to the Corporation, and may be proceeded on and enforced in the same Manner, by or against the Corporation, to all Intents and Purposes as if the Corporation, instead of the Company, had been Parties to and executed or entered into the same, or had been named or referred to therein.

Rights and Liabilities of the Company to be transferred to the Corporation.

LIII. Any Action, Suit, Prosecution, or other Proceeding whatsoever commenced either by or against the Company, before the said Lands, Works, Property, Rights, Powers, and Privileges of the Company shall have been purchased by the Corporation, under the Provisions herein contained, shall not abate or be discontinued or be prejudicially affected by this Act, but, on the contrary, shall continue and take effect, both in favour of and against the Corporation, in the same Manner, to all Intents and Purposes, as if this Act had not passed the same would have continued and taken effect in favour of and against the Company; and the Court in which any such Action, Suit, Prosecution, or other Proceeding is pending, or any Judge, may, on the Application in a summary Way of any Party thereto, cause the Name of the Corporation to be substituted for the Name of the

Actions by or against the Company not to abate.

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*The Wolverhampton New Waterworks Act, 1855.*

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Company as Party to such Action, Suit, Prosecution, or other Proceeding; and the Name of the Corporation shall, after such Substitution, be used in such Action, Suit, Prosecution, or other Proceeding, in like Manner as if the Corporation instead of the Company had originally been Parties thereto.

Company and Corporation may carry into effect Sale.

LIV. The Company and the Corporation may from Time to Time enter into and carry into effect such Contracts for and with reference to such Sale and Purchase and Transfer as they may mutually agree on.

Expenses of Act.

LV. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incidental thereto, shall be paid by the Company.

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