

Lowestoft Water, Gas, and Market Act, 1857.

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 "*Lowestoft Water, Gas, and Market Act, 1857.*"

Limits of Act.

II. This Act shall be put in force within the Limits of the recited Act, and also with respect to the additional Waterworks by this Act authorized within the several Parishes, Townships, or extra-parochial Places of *Lound, Somerleyton, Blundeston, Corton, Flixton, Oulton, Hopton, Belton, and Ashby*, all in the County of *Suffolk* respectively.

Period for Completion of Gasworks, &c. under recited Act extended.

III. The Period by the recited Act limited for the Completion of the Gasworks and Waterworks thereby authorized respectively is by this Act extended to the Thirty-first Day of *July* One thousand eight hundred and sixty, and on the Expiration of that Period the Powers of the Company shall cease to be exercised, as provided by Sections Twenty-eight and Forty of the recited Act, with the Exception of the Provisoes or Exceptions therein contained respectively.

Powers of recited Act as to Waterworks extended.

IV. The Powers and Provisions of the recited Acts with respect to the Waterworks extend to the Limits of this Act with respect to the additional Waterworks.

8 & 9 Vict. c. 18. and 10 & 11 Vict. c. 17. incorporated.

V. "*The Lands Clauses Consolidation Act, 1845,*" and "*The Waterworks Clauses Act, 1847,*" are respectively incorporated with this Act.

Certain Provisions of 8 & 9 Vict. c. 16. incorporated.

VI. The following Provisions and Clauses of "*The Companies Clauses Consolidation Act, 1845,*" are incorporated with this Act; (to wit,)

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer or Transmission of Shares;

With respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares for Nonpayment of Calls;

With respect to the Remedies of Creditors of the Company against the Shareholders;

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

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

And with respect to the Consolidation of the Shares into Stock.

VII. The

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VII. 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.

Same Meaning to Words in incorporated Acts and this Act.

VIII. Whereas a Plan and Section 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, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands and Streams in or through which the same are intended to be made or pass, have been deposited with the Clerk of the Peace of the County of *Suffolk*: The Company, subject to the Provisions of this Act, may make and maintain the Waterworks in the Line and on the Levels and upon the Lands delineated on the Plan and Section and described in the Book of Reference, and for that Purpose may purchase either absolutely or for a Sum in gross, or take on perpetual Lease at an annual or other Rent, and enter upon, take, and use such of those Lands, Streams, and Waters as they think requisite for the Purpose, or any Easement, Power, or Right in, over, or affecting the same.

Waterworks to be constructed according to deposited Plan.

IX. The Works by this Act authorized comprise the following, with all necessary Works and Conveniences; (that is to say,)

Power to make Waterworks.

First, the several Aqueducts, Engines, Pipes, and other Waterworks shown on the deposited Plans:

Secondly, the cleansing and deepening of Parts of the Water Channel of *Lound Run* and *Hopton Run*, and of the Ponds or Lakes called respectively *Mill Water* and *Fritton Decoy*, within the Parishes of *Lound*, *Hopton*, *Belton*, and *Ashby*, or some of them, commencing at or near to the Bridge carrying the public Highway from *Lound* by *Bunker's Hill* to *Hopton Toll Gate*, across the *Hopton Run*, and terminating in *Fritton Decoy*, at or near to the *Carr* in the Parish of *Lound*, numbered Sixty-seven in that Tithe Rentcharge Apportionment:

Thirdly, the laying down, making, and maintaining, within the Limits of this and the recited Act, of all necessary Dams, Sluices, Cuts, Channels, Drains, Pipes, Mains, Wells, Engines, and other Works in connexion with the other Works by this Act authorized.

X. The Company from Time to Time may, for the Purposes of the Waterworks, take and use the Waters of the Streams called *Hopton Run* and *Lound Run*, and of the Ponds or Lakes called *Mill Water* and *Fritton Decoy*, which Waters flow into or supply the navigable River *Waveney*, *Breydon Water*, the Rivers *Wensum*, otherwise

Power to take Water.

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otherwise *Wenson*, and *Yare*, and *Great Yarmouth* Haven, or some of them.

Limits of Deviation.

XI. Subject to the Provisions of this Act, the Company in the Execution of the Works by this Act authorized, may deviate from the Lines of the Works as delineated on the Plans deposited for the Purposes of this Act to any Extent within the Limits of Deviation delineated on those Plans.

Period for Completion of additional Waterworks.

XII. The additional Waterworks by this Act authorized shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers of the Company for making the additional Waterworks, or otherwise in relation thereto, shall cease to be exercised except as to so much thereof as is then completed: Provided always, that the Company from Time to Time may enlarge and extend their Water Mains and Pipes and Waterworks whenever they think it necessary for supplying Water within the Limits of this Act.

Water laid on under Pressure.

XIII. Provided always, That the Water to be supplied by the Company need not be constantly laid on under a Pressure greater than that afforded through the Pipes of the Company from the Service Reservoir authorized by the recited Act.

Water Rates under this Act.

XIV. The Company from Time to Time may demand and take for Water supplied by means of the additional Waterworks by this Act authorized the like Rates, Rents, or Charges as for Water supplied under the recited Act; and all the Powers and Provisions of the recited Act with respect to the Supply of Water thereunder, and to Rates, Rents, and Charges for such Supply, extend accordingly to Water supplied under this Act, and Rates, Rents, and Charges for such Supply.

If Corn Market not completed by Company in Three Years Penalties for selling Corn out of Market to cease.

XV. If the Company shall not, within Three Years from the passing of this Act, have erected on or adjoining to the Site of the present Market a proper and sufficient Market for the Sale of Corn within the said Term, the Restrictions imposed by "The *Lowestoft Water, Gas, and Market Act, 1853*," upon the Sale of Corn otherwise than in a Market provided by the Company, shall cease and determine.

Power to raise 15,000*l.* by new Shares.

XVI. The Company from Time to Time may raise by the Creation and Issue of new Shares any additional Sum not exceeding in the whole Fifteen thousand Pounds.

Power to raise 10,000*l.* by Shares.

XVII. If at any Time the Demand for Water or for Gas within the Limits of this Act renders, in the Judgment of the Company, an Extension

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Extension of their Waterworks and Gasworks, or either of them, expedient, the Company, with the Sanction of at least Three Fifths of the Votes of the Shareholders present, in Person or by Proxy, at a General Meeting of the Company specially convened for the Purpose, may raise, by the Creation and issue of new Shares for the Purposes of such Extension, such further Sums, not exceeding in the whole Ten thousand Pounds, as the Company think fit.

XVIII. Except as is by this Act otherwise provided, the Company from Time to Time, with the Sanction of Three Fifths at least of the Votes of the Shareholders present, personally or by Proxy, at any General Meeting specially convened for the Purpose, may create and issue the new Shares by this Act authorized, either of one Class and with like Privileges, or of several Classes and with different Privileges, and with any fixed, fluctuating, contingent, guaranteed, preferential, perpetual, terminable, or other Dividend respectively, not exceeding the Rate of Five Pounds Ten Shillings *per Centum per Annum*, as the Company from Time to Time think fit, and may from Time to Time fix as they think fit the Amount and Times of Payment of the Calls on the new Shares: Provided always, that all the Shares of the same Class shall be of the like Amount, and all the Shares of the same Class shall confer like Privileges and bear like Dividend.

Provisions
as to new
Shares.

XIX. Provided always, That any Preference or Priority in the Payment of Dividend which may be granted in respect of any new Shares in pursuance of this Act shall not prejudice or affect any Preference, Priority, or Guarantee in the Payment of Interest or Dividend on any other Shares granted by the Company by or in pursuance of or confirmed by this or any Act of Parliament passed before the passing of this Act, or otherwise lawfully subsisting.

Saving for
existing pre-
ferential
Shares.

XX. The Capital from Time to Time raised by any new Shares under this Act shall be divided into Shares of such Amount as will conveniently allow the same to be apportioned among the then ordinary Shareholders in proportion to the existing Shares then held by them respectively, and such new Shares shall be offered to them at Par in that Proportion.

New Shares
to be offered
to existing
Shareholders.

XXI. Every such Offer shall be made by Letter under the Hand of the Secretary of the Company, given to every Shareholder, or sent by Post addressed to him according to his Address in the Shareholders Address Book, or left for him at his usual or then last known Place of Abode in *England*; and every such Offer made by Letter sent by Post shall be considered as made on the Day on which the Letter in due Course of Delivery ought to reach the Place to which it is addressed.

Offer to be
made by
Letter.

[*Local.*]

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XXII. The

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New Shares
to vest in
accepting
Shareholders.

XXII. The new Shares so offered shall vest in and belong to the Holders of the ordinary Shares who accept them.

Disposal of
unaccepted
new Shares
to others.

XXIII. If any such Holder fail for One Month after such Offer of new Shares to accept them, the Company may dispose of the unaccepted new Shares as they think fit.

Power to en-
large Time
for accepting
new Shares.

XXIV. Provided always, That the Company, if they think proper, but not otherwise, may permit any such Holder who from Absence abroad, or any other Cause satisfactory to the Company, omits to signify within the Time by this Act limited his Acceptance of the new Shares offered to him, to accept them notwithstanding the Time have elapsed.

General
Power to
dispose of
new Shares.

XXV. Except as by this Act provided with respect to offering new Shares to Holders of existing ordinary Shares, the Company from Time to Time may dispose of the new Shares to such Persons and on such Terms and Conditions as the Company think fit.

Power to
cancel unis-
sued new
Shares.

XXVI. If after having created any new Shares the Company determine not to issue the whole of such new Shares, they may cancel the unissued new Shares, and from Time to Time thereafter may create and issue in lieu thereof other new Shares of an aggregate Amount not exceeding the aggregate Amount of the new Shares so cancelled: Provided always, that the new Shares from Time to Time so created and issued in lieu of any ordinary Shares shall only be ordinary Shares.

Surrender of
Shares.

XXVII. The Company, with the Sanction of at least Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a General Meeting of the Company convened with express Notice in that Behalf, may accept from any Shareholder a Surrender of any of his Shares which he is willing to surrender, and all Shares so surrendered shall thereupon be cancelled; and the Company, with the like Sanction of a General Meeting, may from Time to Time issue any new Shares under this Act to an aggregate Amount not exceeding the aggregate Amount of the Shares so surrendered and cancelled.

New Capital
to be Part of
general
Capital.

XXVIII. The new Capital created by the Company under this Act shall be Part of the general Capital of the Company, and, except as is by this Act otherwise provided, all such Rights, Privileges, Liabilities, and Incidents shall attach to and be conferred by the new Capital, and the Shares therein, as to and by the Company's present Capital and the Shares therein.

XXIX. Except

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XXIX. Except so far as the Company in the Creation of any new Shares otherwise resolve, the Calls to be made on any new Share issued under this Act shall not exceed in any One Year Three Fourths of the nominal Amount of the new Share, and no One Call shall exceed One Fourth of such nominal Amount, and not less than Two Months shall be the Interval between successive Calls.

XXX. If the Company create any new Shares of any nominal Amount other than Ten Pounds, or any Stock, then for the Purpose of ascertaining the Number of Votes to which any Holder of Shares or of Stock, or of both Shares and Stock, is entitled, the Number of the Shares or the Amount of the Stock, or the Number of the Shares and the Amount of the Stock, to which he is entitled, shall be deemed to be the Number of Shares of Ten Pounds each into which the total Amount of all his Shares or of all his Stock, or of all his Shares and all his Stock, is divisible, rejecting Fractions.

XXXI. When the whole of the additional Capital of Fifteen thousand Pounds shall have been subscribed for and Half thereof shall have been paid up, the Company may borrow on Mortgage the Sum of Nine thousand Pounds, including the Sum of Five thousand Pounds already authorized to be borrowed by the said recited Act, and may in like Manner borrow the further Sum of Two thousand five hundred Pounds when the whole of the said further Capital of Ten thousand Pounds shall have been subscribed for and Half thereof shall have been paid up.

XXXII. Provided always, That the Mortgages issued by the Company before the passing of this Act shall, so long as they respectively are in force, have Priority over all Mortgages granted under this Act.

XXXIII. The Mortgagees of the Company under this Act may enforce the Payment of the Arrears of the Principal and Interest due on their Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver shall be Five hundred Pounds.

XXXIV. The Moneys from Time to Time raised by the Company by Shares and by borrowing shall be applicable only for the Purposes of their Undertaking.

XXXV. The Company from Time to Time, with the Sanction of at least Three Fifths of the Votes of the Shareholders present, in Person or by Proxy, at a General Meeting of the Company specially convened for the Purpose, may create a Stock, to be called the Debenture Stock, of an Amount not exceeding the total Amount, which, inclusive

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sive of the then Amount of their Mortgage Debt, they are at the Time of such Creation of Stock authorized to borrow, and may create the Debenture Stock as they from Time to Time think fit, with any guaranteed, preferential, perpetual, or terminable Dividend, not exceeding the Rate of Five Pounds *per Centum per Annum*, and, subject to the Provisions of this Act, may dispose of the Debenture Stock to such Persons, at such Times, and on such Terms and Conditions as the Company think fit.

Preferential
Dividends on
Debenture
Stock.

XXXVI. Inasmuch as the Debenture Stock and the Moneys raised by the Disposal thereof will be substituted for Debenture Debt, the Dividends on the Amount of that Stock from Time to Time disposed of shall, except so far as the Company at the Time of the Creation thereof otherwise determine, have the like Preference and Priority as the Preference and Priority of the Interest on the Mortgage or Bond Debt of the Company for which that Stock is substituted.

Debenture
Stock not to
confer Votes
or Qualifica-
tion.

XXXVII. The Debenture Stock shall not confer any Right to vote, or any Qualification.

Debenture
Stock to be
applied only
in reduction
of Mortgage
Debt.

XXXVIII. The Debenture Stock and the Moneys raised by the Disposal thereof shall be respectively applied exclusively for paying off or satisfying the Debenture Debt of the Company, or for raising Money by means of that Stock instead of by borrowing; and to the Extent of the nominal Amount of that Stock from Time to Time disposed of, the Powers of the Company to borrow and re-borrow shall be extinguished.

Restriction
asto. Applica-
tion of Deben-
ture Stock.

XXXIX. The Debenture Stock shall be issued or disposed of only as fully paid-up Stock, and the nominal Amount thereof issued in satisfaction of any Mortgage or Bond shall not exceed the Amount of the Principal Money thereby secured.

Account of
Application
of Deben-
ture Stock.

XL. In order that the due Application according to this Act of the Debenture Stock, and the Moneys raised by the Disposal thereof, may appear, the Company shall keep separate and accurate Accounts of the Amount of that Stock from Time to Time created and disposed of, and of the Application of that Stock and the Money raised by the Disposal thereof.

Power to
lease Under-
taking.

XLI. The Company, with the Sanction of at least Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at an Extraordinary General Meeting of the Company specially convened for the Purpose, may make to *Sir Samuel Morton Peto* Baronet, *Charles Thomas Lucas*, and *Thomas Lucas*, or any of them, their or any of their Executors or Administrators, and they respectively may

accept

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accept a Lease of all or such Parts as are agreed on of the Undertaking, Waterworks, Gasworks, Market, Market House, Works, and Conveniences, Lands, Waters, and other Property of the Company, and every such Lease may be for such Term not exceeding Twelve Years, commencing from the Expiration of Two Years from the passing of this Act, and subject to such yearly or other Rents or Payments, and with, under, and subject to such Covenants, Conditions, Powers, Provisions, and Stipulations, as the Company and the Lessees mutually agree on: Provided, that every such Lease shall contain a Covenant on the Part of the Lessees for keeping up and maintaining the Undertaking and Works in proper Repair and Condition, and a Proviso for Re-entry by the Company in default of the Performance of the Covenants of such Lease, and for determining such Lease in case of the Bankruptcy or Insolvency of the Lessees.

XLII. The Company (with such Consent of Shareholders) on the one hand, and Sir *Samuel Morton Peto* Baronet, *Charles Thomas Lucas*, and *Thomas Lucas*, or any of them, their or any of their Executors or Administrators, on the other hand, from Time to Time may enter into and carry into effect all such Agreements with respect to any such Lease as the Parties thereto think fit; and any such Agreement made before the passing of this Act, and which if made after the passing thereof would be valid, shall be valid and effectual, and be carried into execution accordingly.

Agreements
for Purposes
of Lease.

XLIII. During the Continuance of any such Lease the Lessees may make or complete, maintain, regulate, manage, work, and use the demised Premises, and may demand and take, with respect to the demised Premises, all such Tolls, Rates, Rents, Dues, and Charges respectively as the Company might do if the Lease were not made.

Lessees may
work Under-
taking and
take Tolls.

XLIV. During the Continuance of any such Lease all the Powers, Authorities, Duties, Liabilities, and Indemnities of the Company, and the Directors, Officers, and Servants of the Company respectively, with respect to the making or Completion, Maintenance, Regulation, Management, Working, and User of the demised Premises, and the purchasing, taking, and using of Lands and Waters for the Purposes thereof, and all the Rights, Powers, Privileges, Duties, Liabilities, and Obligations of the Company in any way relating to the demised Premises, and such purchasing, taking, and using of Lands and Waters, and to such Lands and Waters, shall respectively apply to and may and shall respectively be had, exercised, performed, observed, and enjoyed by the Lessees, and their Officers and Servants respectively, in like Manner and to the like Extent as the same respectively might be had, exercised, performed, observed, and enjoyed by the Company, their Directors, Officers, and Servants respectively, if the Lease were

Powers and
Duties of
Company to
be exercised
by Lessees.

[*Local.*]

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not made; and all the Clauses, Provisions, Restrictions, and Penalties of the recited Act and this Act respectively with respect to such Matters shall extend and apply accordingly to the Lessees, their Officers and Servants respectively.

Lessees to indemnify Company against such Duties.

XLV. The Lessees shall indemnify the Company from the Performance and Observance, during the Continuance of any such Lease, of all such Duties, Liabilities, and Obligations, and all Claims and Demands with respect to the same, and all Costs, Losses, Damages, Expenses, Claims, and Demands arising from any Omission of or Default in the Performance or Observance during the Continuance of any such Lease of any such Duty, Liability, or Obligation.

Lessees to have Benefit of and perform Contracts with Company.

XLVI. During the Continuance of any such Lease the Lessees shall have the Benefit of all Contracts and Arrangements entered into by, with, or on behalf of the Company with respect to the demised Premises or any Matter relating thereto, and shall perform and observe all the Obligations of the Company under or with respect to such Contracts and Arrangements, and shall indemnify the Company from all Claims and Demands thereunder.

Validity of Subscription Contract.

XLVII. The Subscription Contract which pursuant to the Standing Orders of Parliament was entered into with respect to the Undertaking authorized by this Act previously to the Commencement of the last Session of Parliament shall be as valid and shall be construed as if this Act had been passed in the last Session.

Saving Rights of Company.

XLVIII. Except as by this Act otherwise expressly provided, nothing in this Act shall take away, lessen, alter, or prejudice any of the Estates, Rights, Powers, or Privileges of the Company.

Expenses of Act.

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

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