



ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. cxxxiii.

An Act to transfer the Undertaking of the *Wolverhampton* New Waterworks Company to the Corporation of *Wolverhampton*; to confirm certain Agreements between that Company and the *South Staffordshire* Waterworks Company; and for other Purposes. [15th July 1867.]

WHEREAS by "The *Wolverhampton* Waterworks Act, 1845," and "The *Wolverhampton* Waterworks Amendment Act, 1850," the *Wolverhampton* Waterworks Company (in this Act called "the Old Company") were incorporated, and authorized to make and maintain Works for supplying with Water the Inhabitants of the Town of *Wolverhampton* and certain adjacent Townships in the Parish of *Wolverhampton*, and certain other Parishes in the County of *Stafford*: And whereas by "The *Wolverhampton* New Waterworks Act, 1855," and "The *Wolverhampton* New Waterworks Act, 1861," the *Wolverhampton* New Waterworks Company (in this Act called "the New Company") were incorporated, and authorized to make and maintain Works for supplying with Water the Town and Parish of *Wolverhampton* and the Suburbs thereof, and

8 & 9 Vict. c. cxxxv. and 13 & 14 Vict. c. lxxiv. 18 & 19 Vict. c. cli. 24 & 25 Vict. c. clii.

[Local,] 23 B certain

The Wolverhampton Waterworks Transfer Act, 1867.

19 & 20 Vict.
c. lvii.

16 & 17 Vict.
c. cxxxiii.
20 & 21 Vict.
c. cxxvi.
27 & 28 Vict.
c. lxxxix.
29 & 30 Vict.
c. lix.

certain other Parishes in the Counties of *Stafford* and *Salop*: And whereas by "The *Wolverhampton* Waterworks Transfer Act, 1856," and by a Grant made in pursuance thereof, dated the First Day of *January* One thousand eight hundred and fifty-seven, between the Old Company and the New Company under their respective Common Seals, the Undertaking of the Old Company was, in pursuance of certain Agreements in the said last-mentioned Act mentioned to have been made between the Old Company and the New Company, transferred to the New Company, subject to a Debenture Debt of Seventeen thousand three hundred Pounds, from which the New Company agreed to indemnify the Old Company, the Consideration for such Transfer being that the New Company should pay to the Old Company, by way of yearly Rent, a Sum varying from Three Pounds *per Centum per Annum* to Five Pounds *per Centum per Annum* on Forty-six thousand two hundred and forty-six Pounds: And whereas the *South Staffordshire* Waterworks Company incorporated by "The *South Staffordshire* Waterworks Act, 1853," were authorized by that Act and by "The *South Staffordshire* Waterworks Amendment Act, 1857," "The *South Staffordshire* Waterworks Amendment Act, 1864," and "The *South Staffordshire* Waterworks Act, 1866," to construct Waterworks and supply Water within the Districts in such Acts respectively mentioned: And whereas by "The *Wolverhampton* New Waterworks Act, 1855," (Section Fifty,) the New Company were bound, if thereunto required by the Mayor, Aldermen, and Burgesses of the Borough of *Wolverhampton* (in this Act called "the Corporation"), to sell to the Corporation, and the Corporation were authorized to purchase, the Undertaking of the New Company, and various Provisions (Sections Fifty-one, Fifty-two, Fifty-three, and Fifty-four) were inserted in the same Act to carry out such Sale if effected: And whereas the New Company and the Corporation have agreed for the Sale and Purchase of the Undertaking of the New Company upon the Terms and Conditions contained in the Heads of Agreement which are set forth in the Schedule (A.) to this Act, and it is expedient that the same should be confirmed: And whereas by Two Agreements, dated respectively the Thirty-first Day of *May* One thousand eight hundred and fifty-eight and the First Day of *July* One thousand eight hundred and sixty-one, and respectively made between the New Company and the *South Staffordshire* Waterworks Company under their respective Common Seals, certain Arrangements were effected between the Two Companies by which, to promote the Benefit of the Public, the New Company agreed not to supply with Water (except with the Consent of the *South Staffordshire* Waterworks Company) any District situate to the South or South-east Side of a certain Line drawn on an Ordnance Map annexed to the last-mentioned Agreement, and thereon called or marked "Boundary Line;" and the *South Staffordshire* Waterworks Company agreed not to supply

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supply with Water certain Districts situate to the North and West Sides of such Boundary Line: And whereas the said Agreements are set forth in the Schedule (B.) to this Act annexed, and it is expedient that the same should be ratified and confirmed; and Ordnance Maps showing the said Boundary Line, and signed by *John Frederic Bateman* Esquire and *John Robinson McClean* Esquire, the respective Engineers of the Two Companies, have been deposited in the Office of the Clerk of the Peace for the County of *Stafford* and in the Private Bill Office of the House of Commons respectively: 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; (that is to say,)

1. This Act may for all Purposes be cited as "*The Wolverhampton Waterworks Transfer Act, 1867.*" Short Title.

2. The Heads of Agreement, dated the First Day of *April* One thousand eight hundred and sixty-seven, which are set forth in the Schedule (A.) to this Act, are hereby ratified and confirmed: Provided that nothing herein or in the said Heads of Agreement contained shall be construed to authorize or empower the Issue of new or Preference Shares beyond the Sum of Eight thousand two hundred and eighty-five Pounds, being the Amount unissued of the Sum of Thirty thousand Pounds authorized to be raised by "*The Wolverhampton New Waterworks Act, 1861.*" Heads of Agreement in Schedule (A.) confirmed.

3. Upon the Execution by the New Company of a Grant and Transfer of their Undertaking to the Corporation as provided for by the said Heads of Agreement, and as from the First Day of *January* One thousand eight hundred and sixty-eight, the Works of the New Company and the Sites thereof, and the Messuages, Buildings, Erections, fixed Engines, Fixtures, Machinery, and Appurtenances, and the Stock in Trade, Implements, and other moveable Effects, Rents, and Profits thenceforth accruing, and the fixed Mains, Pipes, Water, and generally the whole Undertaking of the New Company, with all the Rights, Interests, Powers, Authorities, and Privileges whatsoever of the New Company relating thereto, shall vest in the Corporation, and may be held, exercised, and enjoyed by them as the Local Board of Health for the Borough and Corporate District of *Wolverhampton*; and such Grant and Transfer shall be deemed to be a Deed made and executed by that Local Board under and for the Purposes of "*The Public Health Act, 1848.*" Undertaking of New Company vested in Corporation of Wolverhampton.

4. A Receipt

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Receipt to be sufficient Discharge.

4. A Receipt in Writing, under the Hands of any Two of the Directors for the Time being of the New Company, and under the Common Seal of that Company, for any Money payable to that Company in respect of any such Grant or Transfer, shall be an effectual Discharge to the Corporation for the Money therein expressed to be received, and from all Liability, Claims, or Demands in respect thereof or of the Application thereof.

New Company to remain incorporated for certain Purposes.

5. Notwithstanding such vesting, the New Company shall remain incorporated for the Purposes of and incident to the Receipt and Distribution of the Monies to be paid to them under the Grant and Transfer to be made in pursuance of the said Heads of Agreement.

Corporation to exercise Powers of Old and New Companies with respect to Undertaking.

6. As from the First Day of *January* One thousand eight hundred and sixty-eight, the several Powers and Provisions of the recited Acts relating to the Old Company, and also of the recited Acts relating to the New Company, with respect to the Construction, Extension, Maintenance, Protection, User, and working of the Waterworks of those Companies or either of them, and the Conveniences thereof, and the purchasing, taking, and holding of Lands for the Purposes thereof, and the Management of the Undertaking of the New Company, and the supplying of Water, and the demanding and recovering of all Rents and Rates for such Supply, and all other the Powers and Provisions of those Acts with respect to the Waterworks, Undertaking, and Property of the Two Companies or either of them to be so vested in the Corporation, shall extend and apply to the Corporation as a Local Board of Health, and be exercised and enjoyed by them accordingly in the same Manner in all respects as if the Name of the Corporation had been inserted in those Acts, Powers, and Provisions instead of the Name of the Old Company and the New Company respectively.

General Saving of Rights.

7. Notwithstanding such vesting, and except as is by this Act and by or under the said Heads of Agreement otherwise expressly provided, everything before the First Day of *January* One thousand eight hundred and sixty-eight done, suffered, and confirmed respectively under or by virtue of or by the recited Acts 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, or the the said Heads of Agreement had not been made, 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 Corporation shall represent the New Company:

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Company: Provided always, that the Generality of this Provision shall not be restricted by any other of the Clauses and Provisions of this Act.

8. Notwithstanding such vesting, all the Provisions of any and every Act of Parliament (other than any of the recited Acts) relating to the New Company and their Officers and Servants respectively, and upon the First Day of *January* One thousand eight hundred and sixty-eight 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 New Company, or, as the Case may be, by and against the Corporation and the Officers and Servants of the New Company and the Corporation 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 New Company and their Officers and Servants respectively if this Act were not passed.

Provisions of
other Acts
continued.

9. Notwithstanding such vesting, all Purchases, Sales, Conveyances, Mortgages, Securities, and Contracts before the First of *January* One thousand eight hundred and sixty-eight made and entered into under any of the recited Acts relating to the New Company, or with respect to the Purposes thereof, shall be as effectual to all Intents for, against, and with respect to the Corporation as if the same had been made or entered into by, to, or with respect to the Corporation instead of the New Company, and may be proceeded on and enforced in like Manner to all Intents as if the Corporation were party or privy thereto, or referred to therein instead of the Party actually party or privy thereto or referred to therein.

Contracts,
&c. pre-
served.

10. Notwithstanding such vesting, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the New Company before the First of *January* One thousand eight hundred and sixty-eight 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 Corporation in the same Manner to all Intents as the same would have continued and taken effect in favour of and against the New Company if this Act had not been passed; and the Court in which any such Action, Suit, Prosecution, or other Proceeding is pending, or any Judge, may, on Application in a summary Way of any Party thereto, cause the Name of the Corporation to be substituted for the Name of the New 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 New Company had originally been Parties thereto:

Actions not
to abate.

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Provided always, that, notwithstanding anything in this Act contained, any Action, Suit, or Proceeding commenced by or against the New Company before the First of *January* One thousand eight hundred and sixty-eight in respect of any Debt or Liability which, as between the New Company and the Corporation, ought, according to the Terms of the said Heads of Agreement, to be paid or satisfied to or by the New Company, shall continue and take effect by and against the New Company as if this Act had not been passed.

Debts of
New Com-
pany to be
paid by and
to them.

11. Notwithstanding such vesting, and except only as is by this Act otherwise expressly provided, all Persons who on the Twenty-fourth of *December* One thousand eight hundred and sixty-seven owe any Water Rents or Rates or any Money to the New Company, or to any Person on their Behalf, in respect of Water supplied, or otherwise owing, up to that Day, shall pay the same, with all the Interest (if any) due and payable or accruing for the same, to that Company; and all Monies which on that Day are owing by or recoverable from the New 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.

Agreements
in Schedule
(B.) con-
firmed.

12. The said Agreements between the New Company and the *South Staffordshire* Waterworks Company which are set forth in the Schedule (B.) to this Act annexed are by this Act confirmed and made binding on the Two Companies respectively; and the Reference made in the said Agreement of the First Day of *July* One thousand eight hundred and sixty-one to the Ordnance Map annexed thereto shall be considered as if made to the Ordnance Maps deposited as aforesaid in the Office of the Clerk of the Peace for the County of *Stafford* and in the Private Bill Office of the House of Commons respectively.

Providing
for Con-
tinuance of
Agreement
for Supply
of Water to
Bilston
Commis-
sioners.

13. And whereas the Memorandum of Agreement dated the Sixteenth Day of *May* One thousand eight hundred and sixty-six, and made between the New Company of the one Part and the *Bilston* Township Commissioners and Local Board of Health (herein-after referred to as the *Bilston* Commissioners) of the other Part, which is set forth in Schedule (C.) to this Act, is now subsisting, and it is expedient that Provision should be made for the Continuance in perpetuity of the said Memorandum of Agreement after the Expiration of the Period during which the same is now obligatory: And whereas it has been agreed between the Corporation and the *Bilston* Commissioners that the said Agreement shall be continued in perpetuity: Be it enacted, That the said Agreement shall be and is hereby continued in perpetuity; Provided always, that if either the Corporation or the

Bilston

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Bilston. Commissioners shall, Six Months before the End of Twenty-one Years from the Date of the said Agreement, or any succeeding Term of Twenty-one Years, by Notice in Writing to the other of them, require the Prices or Sums of Money payable under the said Memorandum of Agreement to be revised, then the Prices or Sums of Money to be thenceforth paid shall, failing Agreement, be ascertained and determined by Arbitration in the Manner provided by "The Companies Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration, and the Prices or Sums of Money so ascertained and determined shall thenceforth be deemed to be the Prices or Sums of Money specified in the said Memorandum of Agreement.

14. All Costs, Charges, and Expenses of and attending the applying for, preparing, and obtaining of this Act, or incidental thereto, shall be paid by the New Company out of any Money for the Time being in their Hands.

Expenses of
Act.

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SCHEDULES referred to in this Act.

SCHEDULE (A.)

HEADS OF AGREEMENT made this First Day of April One thousand eight hundred and sixty-seven between the Wolverhampton New Waterworks Company (herein-after called the Company) of the one Part, and the Mayor, Aldermen, and Burgesses of the Borough of Wolverhampton (herein-after called the Corporation) of the other Part.

Under the Provisions of "The Wolverhampton New Waterworks Act, 1855," and subject to the Sanction of Parliament, so far as that Sanction may be necessary, it is agreed as follows:—

1st. The Company shall make and execute, and the Corporation shall accept and execute, a Grant and Transfer to the Corporation of the Works of the Company and the Sites thereof, and the Messuages, Buildings, Erections, fixed Engines, Fixtures, Machinery, and Appurtenances, and the Stock in Trade, Implements, and other moveable Effects, and Rents and Profits thenceforth accruing, and also the fixed Mains, Pipes, Water, and generally the whole Undertaking of the Company, with all the Rights, Interests, Powers, Authorities, and Privileges whatsoever of the Company, and all Deeds and Muniments of Title relating thereto.

2nd. The Grant and Transfer shall take effect as from the 1st Day of January 1868, and upon that Day the Company shall deliver over to the Corporation and put them in peaceable Possession of the whole of the Waterworks, Undertaking, and Premises of the Company.

3rd. The Balance Sheet in the Schedule hereto shall be the Basis of the Payments hereby agreed to be made.

4th. The Corporation shall pay to the Company, by equal half-yearly Payments, the yearly Rents following, free from all Deductions whatever, except Income Tax; (that is to say;)

(A.) For the Year commencing on the 1st of January 1868, and for every subsequent Year, the Sum of 1,085*l.* 15*s.* in respect of the Company's Preference Share Capital of 21,715*l.*, and also on the said 1st of January 1868, and for every succeeding Year, a Sum equal to 5 per Cent. upon any further Preference Stock which has been or may be issued in respect of any additional Capital Expenditure made or to be made, to be certified by the Two Accountants of the respective Parties, or their Umpire, as having been properly placed to Capital Account;

(B.) For

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(B.) For the Year commencing on the First of January 1868, the Sum of 2,500*l.* in respect of the Company's ordinary Share Capital of 100,000*l.*;

For the Year commencing on the 1st of January 1869, the like Sum of 2,500*l.* in respect of the same Capital;

For the Year commencing on the 1st of January 1870, the Sum of 3,000*l.* in respect of the same Capital;

For the Year commencing on the 1st of January 1871, the Sum of 3,500*l.* in respect of the same Capital;

For the Year commencing on the 1st of January 1872, and for every subsequent Year, the Sum of 4,000*l.* in respect of the same Capital.

5th. The First half-yearly Payment of the Rents shall be due on the 1st of July 1868, and the subsequent half-yearly Payments of such Rents shall be due on every 1st of January and 1st of July.

6th. The Rents shall be a Charge upon the transferred Premises.

7th. If any half-yearly Payment of Rent be in arrear for a longer Period than 60 Days after the same has become due, the Company may recover the same by Action at Law, or by Distress upon the transferred Premises, and have the usual Right of Re-entry as for Rent in arrear, and the Right to appoint a Receiver of the Rents and Profits of the transferred Property.

8th. As from the 1st of January 1868 the Corporation shall be liable for the Debenture Debt from Time to Time of the Company, now amounting (inclusive of the Debenture Debt of 17,300*l.* of the Wolverhampton Waterworks Company, known as the Old Company,) to the Sum of 40,000*l.* and the Interest thereon, and to the Rent payable to and to the Liabilities of the Old Company under their Grant of 1857, and shall indemnify the Company against the same: Provided nevertheless, that until the 1st Day of January 1869 the Company shall, subject to the same Liability, provide for the Renewal of Debentures falling due before that Time at a Rate of Interest not exceeding 5 per Cent., the Corporation paying Stamp Duty and Commission, if incurred.

9th. As from the 1st of January 1868 the Corporation shall, for all Purposes with respect to the transferred Premises, represent to all Intents the Company.

10th. As from the 1st of January 1868 the Corporation shall be subject to and perform and conform to all Duties, Obligations, and Liabilities to which the Company immediately before that Day were or, but for the Transfer, would be or become subject, and shall relieve and indemnify the 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, save and except such as are or may be properly chargeable on Revenue Account up to that Day; and the Company shall relieve and indemnify the Corporation and their Officers and Servants, and their respective Representatives, of and from all Duties, Obligations, and Liabilities, and all Costs, Damages, and Expenses in that Behalf, properly chargeable on Revenue Account, and accruing previous to that Day.

11th. The Deed of Grant and Transfer shall contain the usual Arbitration Clauses, and shall be settled on behalf of the Company and the Corporation by Mr. J. H. Lloyd, and, him failing, by some Counsel to be nominated, on the Application of either Party, by the Board of Trade, with full Power to insert in the Grant and Transfer such Covenants and Provisions as he may think needful for giving Effect to this Agreement.

[Local.]

23 D

12th. Before

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12th. Before the 31st of December 1867 the Company shall comply with the Statutory Provisions relative to the Deposit of the Plans of their Workings.

13th. The Company shall not, without the previous Consent in Writing of the Corporation under the Hand of the Town Clerk or the Borough Surveyor, make or enter into any new Contract, Agreement, or other Obligation, except such as may be in the ordinary Course of the proper Conduct of the Affairs of the Company, and for their Benefit.

14th. The Company and the Corporation respectively will use their best Exertions to have this Agreement confirmed by the Wolverhampton New Waterworks Bill now pending in Parliament, and that Bill shall be altered and amended accordingly. As witness the Common Seal of the said Company and the Corporate Seal of the said Borough.

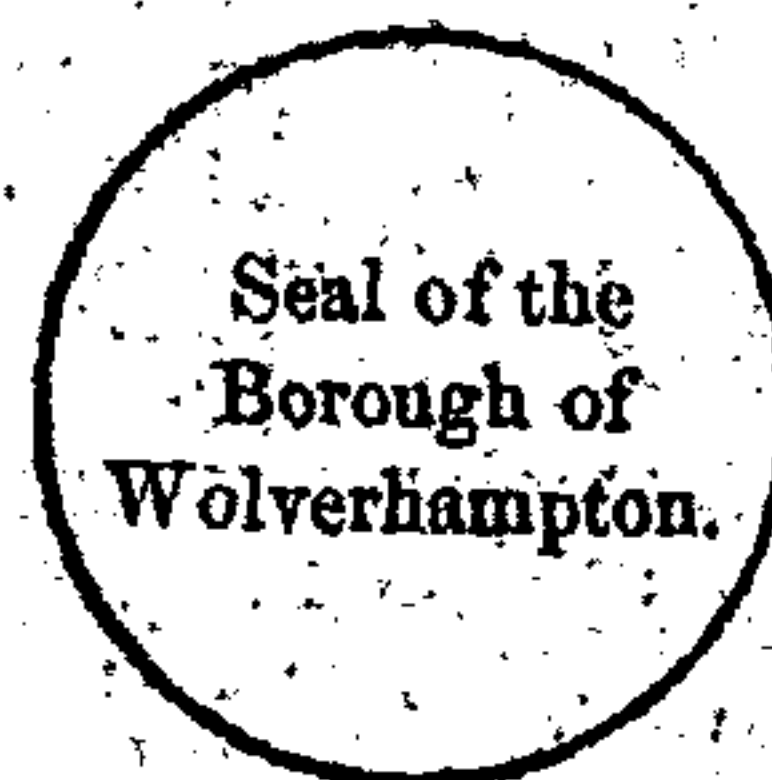
THE SCHEDULE REFERRED TO.

BALANCE SHEET, DECEMBER 25TH, 1866.

	£	s.	d.		£	s.	d.
Revenue Account, and Accounts owing to Company	3,531	17	2	Revenue Account, and Accounts owing to Company	6,839	9	5
Wolverhampton and Staffordshire Banking Company	3,844	0	1	Old Works	63,546	0	0
Shares	99,879	18	0	New Works	144,231	5	10
"A." Preference Shares	14,565	0	0				
Loans	46,550	0	0				
Old Company	46,246	0	0				
	£ 214,616	15	3		£ 214,616	15	3



(Signed) LYONS WRIGHT,
Secretary to the Wolverhampton
New Waterworks Company.



(Signed) E. J. HAYES,
Town Clerk.

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SCHEDULE (B.)

I.—AGREEMENT between the Wolverhampton New Waterworks Company and the South Staffordshire Waterworks Company, dated 31st May 1858.

It is agreed between the Wolverhampton New Waterworks Company and the South Staffordshire Waterworks Company:—

First, that the South Staffordshire Waterworks Company shall deliver on and from the Thirty-first Day of December next, and continue to deliver until the First of January One thousand eight hundred and sixty-seven, to the Wolverhampton New Waterworks Company, Ten thousand Gallons of Water daily into their Main Pipe at the Point marked A on the annexed Ordnance Map between Darlaston and Bilston, and that the Wolverhampton New Waterworks Company shall accept such Water, and pay to the South Staffordshire Waterworks Company the Sum of Five hundred Pounds on every Thirty-first Day of December in the several Years One thousand eight hundred and fifty-nine, One thousand eight hundred and sixty, One thousand eight hundred and sixty-one, One thousand eight hundred and sixty-two, One thousand eight hundred and sixty-three, One thousand eight hundred and sixty-four, One thousand eight hundred and sixty-five, and One thousand eight hundred and sixty-six.

Second, that the better to promote the Benefit of the Public the Wolverhampton New Waterworks Company shall not at any Time lay on or supply, either directly or indirectly, through any Person or Corporation, under Colour of a Contract or otherwise, any Water, nor exercise nor attempt to exercise any of their Parliamentary or other Powers, nor hereafter attempt to obtain any further Parliamentary or other Powers, on the South and South-east Side of the Black Line drawn on the annexed Ordnance Map, and therein called "Boundary Line;" and that the South Staffordshire Waterworks Company shall not at any Time lay on or supply, either directly or indirectly, through any Person or Corporation, under Colour of a Contract or otherwise, any Water, nor exercise nor attempt to exercise any of their Parliamentary or other Powers, nor hereafter attempt to obtain any further Parliamentary or other Powers, on the North Side of the said Black Line; and the South Staffordshire Waterworks Company hereby consent to the Wolverhampton New Waterworks Company supplying so much of the respective Townships of Willenhall and Bilston with Water as lies on the North Side of the said Boundary Line.

Third, that either Company first going to Parliament shall apply for and endeavour bonâ fide to obtain Legislative Sanction to this Agreement, and in case such Sanction be not obtained on such Application, this Provision shall continue binding on the said Companies, and compel each of them to apply for and endeavour bonâ fide to obtain such Legislative Sanction in any subsequent Application to Parliament by either of them, but either Party may at their own Expense go to Parliament for such Sanction at any Time hereafter.

Fourth, that for the due Performance of this Agreement each Company bind themselves to the other of them in the Sum of Twenty thousand Pounds

as

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as ascertained and agreed Damages, to be paid by either Company failing to perform this Agreement in any respect whatever to the other Company.

Sealed with the Common Seal of the Wolverhampton New Waterworks Company, the Thirty-first Day of May One thousand eight hundred and fifty-eight.

Seal of the
Wolverhampton
New
Waterworks
Company.

Sealed with the Common Seal of the South Staffordshire Waterworks Company, the Thirty-first Day of May One thousand eight hundred and fifty-eight.

Seal of the
South
Staffordshire
Waterworks
Company.

II.—AGREEMENT between the Wolverhampton New Waterworks Company and the South Staffordshire Waterworks Company, dated 1st July 1861.

It is agreed between the Wolverhampton New Waterworks Company and the South Staffordshire Waterworks Company as follows;—

First, that the Agreement bearing Date the Thirty-first Day of May One thousand eight hundred and fifty-eight between the said Two Companies be and the same is hereby altered and modified by the Terms and Provisions herein after contained.

Second, that the South Staffordshire Waterworks Company shall, when required by the Wolverhampton New Waterworks Company, deliver, as from the Thirty-first Day of December One thousand eight hundred and sixty, and continue to deliver until the First Day of January One thousand eight hundred and sixty-seven, to the Wolverhampton New Waterworks Company, at the Rate of Ten thousand Gallons of Water per Day, when thereunto required by the said Wolverhampton New Waterworks Company, into their Main Pipe at the Point marked A on the annexed Ordnance Map between Darlaston and Bilston, and that the Wolverhampton New Waterworks Company shall absolutely continue to pay to the South Staffordshire Waterworks Company, having already paid up to the said Thirty-first Day of December last, pursuant to such Agreement, the Sum of Five hundred Pounds on every Thirty-first Day of December in the several Years One thousand eight hundred and sixty-one, One thousand eight hundred and sixty-two, One thousand eight hundred and sixty-three, One thousand eight hundred and sixty-four, One thousand eight hundred and sixty-five, and One thousand eight hundred and sixty-six, whether

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whether such Water be required or accepted or not, as provided by the said Agreement.

Third, that the better to promote the Benefit of the Public the Wolverhampton New Waterworks Company shall not, without the Consent of the South Staffordshire Waterworks Company first had and obtained, at any Time hereafter lay on or supply, either directly or indirectly, through any Person or Corporation, under Colour of any Act of Parliament, Contract, or otherwise, any Water, nor exercise nor attempt to exercise any of their Parliamentary or other Powers, nor hereafter attempt to obtain any further Parliamentary or other Powers, on the South and South-east Side of the Black Line drawn on the annexed Ordnance Map, and thereon called "Boundary Line;" and that the South Staffordshire Waterworks Company shall not, without the Consent of the Wolverhampton New Waterworks Company first had and obtained, at any Time hereafter lay on or supply, either directly or indirectly, through any Person or Corporation, under Colour of any Act of Parliament, Contract, or otherwise, any Water, nor exercise nor attempt to exercise any of their Parliamentary or other Powers, nor hereafter attempt to obtain any further Parliamentary or other Powers, in the Township of Bilston, and in so much of the Township of Willenhall and of the Parish of Sedgley as lies on the North and West Sides of the said Boundary Line; and the South Staffordshire Waterworks Company hereby consent to the Wolverhampton New Waterworks Company alone supplying with Water the whole of the Township of Bilston, and so much of the Township of Willenhall and of the Parish of Sedgley as lies on the North and West Sides of the said Boundary Line.

Fourth, that either Company first going to Parliament shall apply for and endeavour bonâ fide to obtain Legislative Sanction to this Agreement, and in case such Sanction be not obtained on such Application, these Provisions shall continue binding on the said Companies, and compel each of them to apply for and endeavour bonâ fide to obtain such Legislative Sanction in any subsequent Application to Parliament by either of them, but either Party may, at their own Expense, go to Parliament for such Sanction at any Time hereafter.

Fifth, that for due Performance of this Agreement each Company bind itself to the other of them in the Sum of Twenty thousand Pounds as ascertained and agreed Damages, in lieu of the same Amount of Damages mentioned in the said Agreement of the Thirty-first Day of May One thousand eight hundred and fifty-eight, to be paid by either Company failing to perform this Agreement in any respect whatever to the other Company.

Sealed with the respective Common Seals of the Wolverhampton New Waterworks and South Staffordshire Waterworks Companies, the First Day of July One thousand eight hundred and sixty-one.



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SCHEDULE (C.)

MEMORANDUM OF AGREEMENT made this Sixteenth Day of May One thousand eight hundred and sixty-six between the Wolverhampton New Waterworks Company, for themselves, their Successors and Assigns, of the one Part, and the Bilston Township Commissioners and Local Board of Health, for themselves, their Successors and Assigns, of the other Part.

It is mutually agreed by and between the said Company and the said Commissioners that the said Company shall, from the Twenty-fourth Day of June next; and until the Expiration of Fourteen Years, of Three hundred and sixty-five Days to the Year, thence next ensuing, with Power of Renewal as herein-after mentioned, supply the Township of Bilston with Water, and the said Commissioners agree to purchase such Supply upon the Terms and Conditions herein-after specified and set forth; that is to say, from the said Twenty-fourth Day of June next until the Expiration of the said Term the said Company shall supply to the said Township daily Two hundred and twenty thousand Gallons of Water at the least, and such further and greater Quantity as the said Commissioners may take, use, or require. And it is hereby agreed by the said Company that the said Water shall be of their usual good Quality, and fit for all ordinary domestic Purposes. The said Commissioners agree to pay the said Company during the said Term for the Supply of Water in manner following; (that is to say,) during the Period that the Company shall supply or are ready to supply at the Meter of the said Commissioners daily Two hundred and twenty thousand Gallons, at the Price or Sum of Fivepence per One thousand Gallons, whether they shall use or consume that Quantity or not; and any Quantity which the said Commissioners may require beyond the said Two hundred and twenty thousand Gallons per Day shall be charged at the Rate of Fivepence per Thousand Gallons: Provided nevertheless, that during the said Term the said Commissioners shall not (unless from the Causes herein-after specified) pay for a less average Quantity than Two hundred and twenty thousand Gallons of daily Supply of Water, whether they shall use or require that Quantity or not; but such Minimums of Two hundred and twenty thousand Gallons and any extra Quantity shall be computed and paid for quarterly, without any Abatement or Set-off for or in respect of any past or future Supplies. And it is further agreed that the Payments for and in respect of the said Water shall be made by the said Commissioners to the said Company quarterly, on the Twenty-ninth Day of September, Twenty-fifth Day of December, Twenty-fifth Day of March, and the Twenty-fourth Day of June, the First Payment to be made on the Twenty-ninth Day of September next, free from all Taxes and Deductions. And it is further agreed that the said Company shall not supply Water to any other Person than the said Commissioners, nor to any House, Warehouse, or other Premises within the Township of Bilston, during the Continuance of this Agreement, without the Consent of the said Commissioners; and also that the said Company shall deliver the Water into the Main of the said Commissioners at the Market Place, Bilston aforesaid, or at such other Place in Church Street or High Street in Bilston aforesaid; also that the said Company shall not be liable for any

The Wolverhampton Waterworks Transfer Act, 1867.

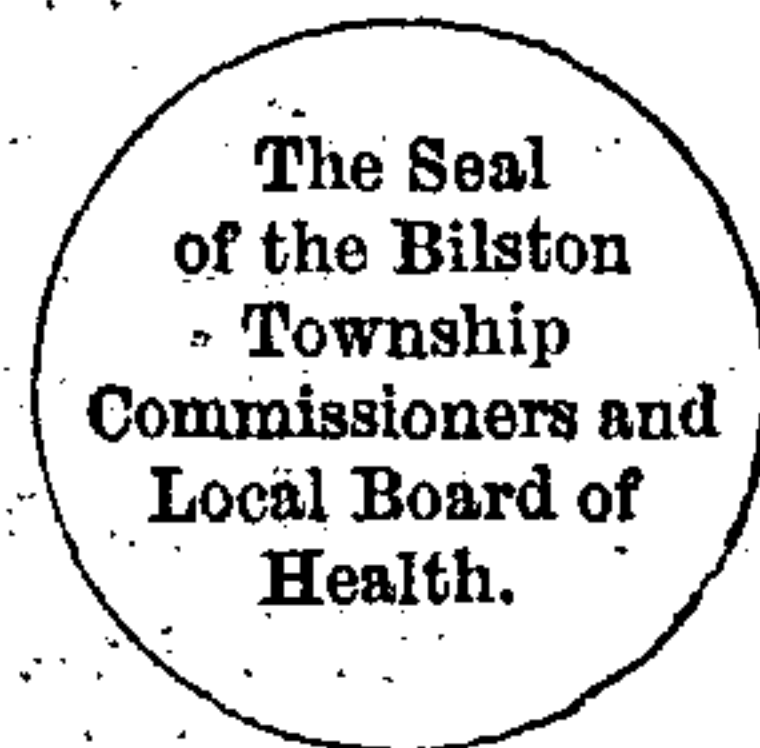
any Suspension in the Deliveries or any Deficiencies in the Quantity or Inferiority of Quality of Water which shall or may be occasioned by the Act of God, or any inevitable Accident or Occurrence over which the said Company shall have no Control, but in case of such Deficiency the said Commissioners shall only be required to pay for the actual Quantity supplied. Any Disputes under these Presents shall be referred to Two Arbitrators, whose written Determination thereon (or that of an Umpire chosen by themselves in case of Difference) shall conclude the disputing Parties, if made within Thirty Days from written Notice of Arbitration; each disputing Party shall name an Arbitrator, and if either Party shall fail to do so, both Arbitrators shall be named by the other Party. The Arbitrators or their Umpire may call in any professional Assistance, may require the personal Attendance and Examination on Oath of the Parties and those claiming under them, and the Production of all Documents relative to the Dispute, and may determine by whom the Expenses of Arbitration shall be defrayed, together with the Amount thereof, and all the Provisions of "The Common Law Procedure Act, 1854," applicable to the Case of such Arbitration, shall apply accordingly; and for the Purpose of the Application of the said Act this Agreement shall be deemed the Submission or Document authorizing the Reference to Arbitration, and when any Matter is so referred to Arbitration the Certificate or Award of the Referees or Umpire shall be final. And, lastly, in case the said Commissioners shall require the Continuance of this Agreement for a further Term of Seven Years after the Expiration of the said Term of Fourteen Years, and shall give Twelve Calendar Months Notice in Writing to the said Company before the Expiration of the said Term of Fourteen Years, then this Agreement shall continue for a further Term of Seven Years on the Terms and Stipulations herein contained. In witness whereof the said Commissioners have hereunto affixed their Common Seal, the Day and Year first above written.

Witness to the affixing of the said Seal,

JNO. E. FELLOWS,

Solicitor,

Bilston.



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