



ANNO TRICESIMO

VICTORIÆ REGINÆ.

Cap. xxi.

An Act for better supplying with Water the Parish
of *Paignton* in the County of *Devon*.

[31st *May* 1867.]

WHEREAS the Population of the Parish and Town of *Paignton* in the County of *Devon* is large and rapidly increasing, and from its Vicinity to the Town of *Torquay* is likely to become considerable, and there is no good and sufficient Supply of pure Water thereto for sanitary and domestic Purposes, and for the extinguishing of Fires, and such Supply would be of great public Benefit: And whereas the Persons herein-after named are willing, at their own Expense, to provide such Supply of Water, and for that Purpose to construct and maintain the Works herein-after mentioned, and to carry such Undertaking into Execution; but the same cannot be effected 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. In citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Paignton* Water Act, 1867."

Short Title.

[*Local.*]

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2. "The

The Paignton Water Act, 1867.

8 & 9 Vict.
cc. 16. & 18.,
10 & 11 Vict.
c. 17.,
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
cc. 93. & 118.
incorporated.

2. "The Companies Clauses Consolidation Act, 1845," Parts 1. and 3. of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Waterworks Clauses Acts, 1847 and 1863," save in so far as the Provisions of those Acts are varied or excepted by this Act, shall be incorporated with and form Part of this Act.

Interpreta-
tion of
Terms.

3. In construing this Act, and the Acts and Portions of Acts incorporated therewith, the following Expressions shall have the same several Meanings hereby attached to them: The Expression "the Company," or "the Promoters of the Undertaking," or "the Undertakers," shall respectively mean the Company incorporated by this Act; "the Special Act" shall mean this Act; "the Works," "the Waterworks," "the Undertaking," shall mean the Waterworks and the Works connected therewith by this Act authorized to be made and maintained; "Quarter Sessions" shall mean the Quarter Sessions for the County of *Devon* holden at *Exeter*; and "Street" shall extend to and include any Turnpike Road along or across which any Aqueduct or Pipe may be carried; and the Expressions "Superior Court," "Court of competent Jurisdiction," or other like Expression, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Limits of
Act.

4. The Limits of this Act for the Supply of Water shall be and comprise the Parish of *Paignton* in the County of *Devon*.

Incorporation of Com-
pany.

5. *Robert Fletcher, John Finney Belfield, William Froude, Charles Kitson, John Jackson Goodridge*, and all other Persons and Corporations who have already subscribed or who shall hereafter subscribe to the Undertaking, and their Executors, Administrators, and Assigns respectively, shall be and they are hereby united and incorporated into a Company for the Purpose of supplying Water within the Limits of this Act, and for making and maintaining the Waterworks hereby authorized, and for carrying into effect the Purposes of this Act; and such Company shall be incorporated by the Name of "The *Paignton Water Company*," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase, take, hold, and dispose of Lands for the Purposes of the Undertaking.

Capital.

6. The Share Capital of the Company shall be Fifteen thousand Pounds, divided into One thousand five hundred Shares of Ten Pounds each.

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The Paignton Water Act, 1867.

7. It shall not be lawful for the Company to issue any Share, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof. Shares not to issue until One Fifth paid up.

8. Two Pounds *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 Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share. Calls.

9. The Company may create and issue Debenture Stock. Debenture Stock.

10. If any Money be payable to any Shareholder being a Minor, Idiot, or Lunatic, the Receipt of his Guardian or Committee shall be a Discharge to the Company for the same. Receipts for disqualified Persons.

11. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Three thousand seven hundred Pounds, but no Part thereof shall be borrowed until the whole Capital of Fifteen thousand Pounds shall have been subscribed for, issued, and accepted, and One Half thereof paid up, nor until the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," and previously to his so certifying, that the whole of such Capital has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share in such Capital has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof. Power to borrow on Mortgage.

12. The Mortgagees of the Company may enforce Payment of Arrears of Interest or Principal, or Principal and Interest, due on their Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of a Receiver in respect of Principal or Interest, or Principal and Interest, the Amount owing to the Mortgagees by whom the Application for a Receiver is made shall not be less than One thousand Pounds in the whole. Arrears may be enforced by Appointment of a Receiver.

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The Paignton Water Act, 1867.

Monies borrowed on Mortgage to have Priority.

13. All Monies to be borrowed on Mortgage under this Act, from the Time when the said Monies shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company and all the Property from Time to Time of the Company over all other Claims on account of any Debts incurred or to be incurred, Engagements entered into or to be entered into by them: Provided always, that such Priority shall not prejudice or affect any Claim against the Company or their Property in respect of any Rentcharge to be granted by them in pursuance of the Provisions of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," nor shall anything herein-before contained prejudice or affect any Claim or Lien in respect of any Land taken, used, or occupied by the Company for the Purposes of the Works authorized by this Act, or injuriously affected by the Construction thereof, or by the Exercise of any of the Powers by this Act conferred on the Company.

Application of Monies.

14. All Monies received under this Act, whether by Shares, Debenture Stock, or borrowing, shall be applied for the Purposes of this Act only.

First Ordinary Meeting.

15. The First Ordinary Meeting of the Company shall be held within Three Months after the passing of this Act.

Quorum of Meetings of Company.

16. The Quorum of every Meeting of the Company shall be Five Proprietors holding in the aggregate not less than One Twentieth of the nominal Capital of the Company.

Number of Directors.

17. The Number of Directors shall be Five, but the Company may from Time to Time reduce the Number, provided that the Number be not less than Three.

Qualification of Directors.

18. The Qualification of a Director shall be the Possession in his own Right of not less than Ten Shares.

Quorum.

19. The Quorum of a Meeting of Directors shall be Three, except when there are only Three Directors, and then the Quorum shall be Two.

First Directors.

20. *Robert Fletcher, John Finney Belfield, William Froude, Charles Kitson, and John Jackson Goodridge* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting held after the passing of this Act; and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act or any of them, or may elect a new Body of Directors, or Directors to supply the

Election of Directors.

The Paignton Water Act, 1867.

the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary Meeting to be held in every Year after the First Ordinary Meeting the Shareholders present, personally or by proxy, shall (subject to the Power herein-before contained for reducing the Number of Directors) elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified, nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act.

21. And whereas a Plan and Section of the Waterworks showing the Lines, Situations, and Levels thereof respectively, together with a Book of Reference to such Plan containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, Streets, Bridges, Rivers, Railways, and Railway Bridges in, over, upon, through, or under which the same are intended to be constructed and maintained, have been deposited with the Clerk of the Peace for the County of *Devon*: Be it enacted, That it shall be lawful for the Company, subject to the Provisions and Restrictions in this Act and the said incorporated Acts contained, to make and maintain the said Waterworks, and all necessary and proper Conveniences connected therewith, on the Lines and Situations and upon the Lands delineated upon the said Plan and described in the said Book of Reference, and according to the Levels shown on the said Section, and to lay, relay, renew, maintain, enlarge, alter, examine, regulate, cleanse, draw, and repair Mains and Pipes on, in, or over such Lands, and for that Purpose to purchase, take, and use all or any of the said Lands, and particularly to divert and impound in their intended Works all or some of the Water flowing from the several Springs and Wells, or flowing along the several Streams delineated on the deposited Plans and within the Limits of Deviation defined thereon, and all other the Springs and Streams arising in or flowing out of or through any of the Lands by this Act authorized to be purchased or required by the Company.

Power to construct Works and enter upon and take Lands.

22. The Water supplied by the Company need not be constantly laid on under Pressure, or be continuously supplied, for any Purpose whatsoever, nor shall the Company be bound to supply Water at a Level above the Level at which Water can be supplied from the supplying Reservoir intended to be constructed by the Company on the Field 994 on the said Tithe Commutation Map, nor in any greater Quantity than can be supplied from the said Two Streams and at their respective Levels.

Provision respecting constant Pressure and Level of Supply.

[Local.]

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23. Subject

The Paignton Water Act, 1867.

Company
may lay
Mains, &c.
in Highways.

23. Subject to the Provisions of this Act, the Company may from Time to Time lay down, maintain, and repair Mains and Pipes in, along, under, and across any Bridge, Railway, or Street, and any public or other Passage.

Company to
erect a pub-
lic Fountain
in lieu of
Paignton
Well.

24. The Company shall, when by the Construction of their Works *Paignton Well* shall cease to be available for public Use, at their own Cost erect and for ever maintain in repair, well cleansed, and constantly supplied with Water from the Spring or Springs now supplying *Paignton Well*, so far and so long as the Water issuing therefrom shall be sufficient for that Purpose, a Fountain, Tank, or Conduit for the general Use of the Public, in lieu and upon or adjacent to the Site of *Paignton Well*, and also an adequate Drinking Trough for Cattle at or adjacent to the same Spot.

The Com-
pany to erect
a public
Tank at
Cross.

25. The Company shall also, when by the Construction of their Works the present Drinking Place at *Cross* shall cease to be available for public Use, and if and so long as they shall have the Consent of all Persons whose Consent may be necessary thereto so to do, erect and maintain in good Repair, well cleansed, and constantly supplied with Water, a Tank or Conduit for the general Use of the Public in lieu and upon or adjacent to the Site of the present Drinking Place at *Cross* aforesaid.

Powers to
deviate
within
Limits of
Deviation.

26. In the Construction of any of the Works hereby authorized the Company may deviate from the Lines thereof as laid down on the deposited Plan to any Extent within the Limits of Deviation shown thereon, or to any Extent beyond such Limits with the Consent of the Owner or Occupier of the Land on which such deviated Works may be constructed, and vertically from the Levels of such Works as shown on the deposited Section to any Extent not exceeding Three Feet in the Case of a Reservoir, and not exceeding Five Feet in any other Case.

Land for
extraordi-
nary Pur-
poses.

27. The Company may from Time to Time purchase by Agreement, for the Purposes of this Act, in addition to the Lands described on the deposited Plans and in the Book of Reference, any Quantity of Land for extraordinary Purposes not exceeding in the whole at any One Time Two Acres, and may also from Time to Time purchase by Agreement any such Right or Easement in, upon, under, or over Lands, as they may deem requisite for the Purposes of this Act; and such Powers shall extend to and include any Right or Easement in or over any Wells or Springs of Water not being running Streams, but not any Easement of Water; and all Persons having Power under "The Lands Clauses Consolidation Act, 1845," to sell and convey any Land to the Company shall also have Power to sell and convey to
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The Paignton Water Act, 1867.

the Company any Easements, Rights, Powers, or Privileges in or over such Land; and the Provisions of the last-mentioned Act and of "The Lands Clauses Consolidation Acts Amendment Act, 1860," with respect to the Purchase of Land by Agreement and to Rentcharges, shall extend and apply to such Easements, Rights, Powers, and Privileges, and to Rentcharges granted for the same.

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

Powers for compulsory Purchases limited.

29. The Works hereby authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for the Construction of those 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 nothing in this Act contained shall extend or be construed to extend to restrain the Company from enlarging and extending their Mains, Pipes, and Works from Time to Time whenever it shall be necessary for the Purpose of supplying Water within the Limits of this Act.

Period for Completion of Works.

30. The Company shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street in which any Pipe of the Company shall be laid, or of any Person who, under the Provisions of this Act or any Act incorporated therewith, 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 Purposes, at any Rate which may be agreed upon between the Company and such Owner, Occupier, or other Person, not exceeding the Rates herein-after specified; that is to say,

Rates at which Water is to be supplied.

When the yearly Value shall not exceed Ten Pounds, at a Rate not exceeding Six *per Cent.* on the yearly Value;

When the yearly Value shall exceed Ten Pounds and shall not exceed One hundred Pounds, at a Rate not exceeding Seven *per Cent.* on the yearly Value:

When the yearly Value shall exceed One hundred Pounds, at a Rate not exceeding Seven *per Cent.* on the first Hundred Pounds, and Five *per Cent.* on the Residue of the yearly Value beyond the first Hundred Pounds:

And in every Case an additional Rate of not exceeding Ten Shillings in respect of every Bath in such House: Provided always, that for Baths containing, as usually filled for Use, a greater Quantity of Water than Fifty Gallons the Company may charge

The Paignton Water Act, 1867.

charge an increased Rate in proportion to the Size of such Baths, and that the Company shall not be required to supply any House or Part of a House for a less Sum than Five Shillings yearly.

Ascertainment of yearly Value.

31. The yearly Value shall be the annual Rack Rent or gross Value as shown by the Assessment from Time to Time in force of the respective Houses to the General District Rate of the Local Board of the District of *Paignton*.

For preventing fouling of Water.

32. The Company shall not be compelled to supply any Person with Water for Waterclosets unless the Cisterns, Apparatus, and Pipes provided or to be provided by such Person shall be of such Material and so constructed and used as to prevent the Waste or undue Consumption of the Water of the Company, and the Return of foul Air or noisome and impure Matter into the Mains or Pipes belonging to or connected with the Mains or Pipes of the Company.

Composition for Water Rates for large Houses.

33. Where the yearly Value of any House shall exceed One hundred and fifty Pounds the Company may agree with the Owners or Occupiers of such House for a Supply to the House of Water for domestic Purposes at a Rate to be agreed on between the Company and such Owner or Occupier, but in no Case shall the Rate be less than the Rate of a House of the yearly Value of One hundred and fifty Pounds.

Company may contract with Landlords of Houses not exceeding Rent of Ten Pounds per Annum.

34. Whenever the Landowner or Owner of a Number of Houses let at Rents not exceeding Ten Pounds a Year for each House may be desirous of agreeing with the Company for a Supply of Water for the same, the Company shall, subject to the Provisions of "The Waterworks Clauses Act, 1847," contract with such Landlord or Owner for the Supply required, according to the Rates specified in this Act, or may contract with him on such other Terms and Conditions as may be mutually agreed upon.

Water supplied by Agreement.

35. The Company may from Time to Time supply any Person with Water for any Purposes for which no specific Rates are by this Act limited, for such Remuneration and upon such Terms and Conditions as shall be agreed upon between the Company and the Persons desirous of having the Supply.

Consumers to have Option of Supply by Meter.

36. Every Person entitled to have a Supply of Water under this Act, or under any of the Provisions of "The Waterworks Clauses Acts, 1847 and 1863," shall be also entitled, if he thinks fit, to have such Water supplied for other than domestic Purposes by Meter; and such Meters and all necessary Fittings shall be provided and fixed by the

The Paignton Water Act, 1867.

the Company at the Expense of the Party requiring such Supply, or (at the Option of such Party) be provided and fixed by him on the same being previously and from Time to Time tested by the Company, and fitted and adjusted to their Satisfaction.

37. The Company may demand and receive from any Person requiring a Supply of Water by Meter any Rates not exceeding One Shilling *per* Thousand Gallons; and every Person so supplied may, notwithstanding anything in this Act, use the Water so supplied in any Manner and for any Purpose whatsoever.

Rates for Water supplied by Meter.

38. The Company may let for Hire any Meter for ascertaining the Quantity of Water consumed or supplied, and any Pipes or Fittings, for such Remuneration in Money, not exceeding Ten *per Cent.* on the Cost Price of such Meter or Pipes, as shall be agreed upon between the Company and any Person to whom the same shall be so let, and such Remuneration (which shall include the Cost of keeping the said Meters in repair) shall be recoverable in the same Manner as the Rents or Sums due to the Company for Water.

Power to let Meters.

39. No Meter, whether provided by the Company or the Consumer, shall be altered or repaired except under the Direction or with the Consent of the Company, or the Surveyor or other Officer of the Company; and the Company shall be entitled to keep all Meters which may be provided by the Consumers in repair at the Cost of the Consumer, at such Rate of Remuneration as may be agreed on between the Company and the Consumer, or, in case of Dispute, as may be fixed by Two Justices.

Meters to be repaired by the Company.

40. In case any Consumer leave the Premises where Water was supplied to him without paying to the Company the Water Rate or Meter Rent due from him, the Company shall not be entitled to require from the next Tenant of the Premises Payment of the Arrears left unpaid by the former Tenant, unless the incoming Tenant had agreed with the defaulting Consumer to pay the Arrears.

Incoming Tenant not liable for Arrears of Water Rents.

41. The Company shall from Time to Time, when required by the Local Board of the District of *Paignton*, supply Water in such reasonable Quantities as may be required for watering the Roads and Streets, for flushing Sewers, and for other public Purposes within the Jurisdiction of the Local Board, and within the Limits of this Act, upon such Terms and Conditions as may be mutually agreed upon.

Supply for public Purposes.

42. Every Person using for other than domestic Purposes any Water supplied by the Company, without having previously agreed with
[Local.] 3 M with

Penalty for using Water for other

The Paignton Water Act, 1867.

than domestic Purposes without Agreement.

with the Company for a Supply of Water for such other Purposes, or using the same for any Purposes other than the Purposes so agreed upon, or by any Act or Omission causing the Waste of the Water so supplied by the Company, shall respectively for every such Offence forfeit and pay to the Company any Sum not exceeding Five Pounds.

Penalties for fixing Tubes to the Company's Pipes without their Consent.

43. It shall not be lawful for any Owner or Occupier of any House supplied with Water by the Company (without the Consent of the Company) to affix or permit or suffer to be affixed to any of the Mains or other Pipes of the Company, or to any Service Pipes of such Owner or Occupier, any Gutta Percha or other Tubes or Pipes for the Purpose of washing the Windows or Fronts of Houses or other Buildings, or the Pavements or Roads adjacent thereto, or for any Purposes whatsoever, other than domestic Purposes, or those agreed on; and any Person who shall act contrary to this Enactment shall for every such Offence forfeit to the Company any Sum not exceeding Forty Shillings.

Removal of Pipes from unoccupied Premises.

44. If and whenever any House, Building, or Premises which shall have been supplied with Water shall be unoccupied, the Company, their Agents, Servants, or Workmen, may forthwith turn off the Water therefrom, and after giving Seven Days previous Notice to the Owner, by serving the Notice on him or leaving the same at his usual Place of Abode, (or, if the Owner or his usual Place of Abode be not known to the Company after due Inquiry, by affixing the same for Seven Days on some conspicuous Part of such House, Building, or Premises,) may enter into such House, Building, or Premises between the Hours of Nine o'Clock in the Forenoon and Four o'Clock in the Afternoon, and remove and carry away any Pipe, Meter, Fittings, or other Works being the Property of the Company.

Undisputed Rates may be recovered by Distress.

45. All Water Rates or Rents due to the Company, and all Damages, Costs, and Expenses by this Act or any Act incorporated therewith directed to be paid, and the Amount whereof shall not be disputed, may be levied by Distress, and any Justice on Application may issue his Warrant accordingly.

Several Names and Sums in One Warrant.

46. Any Number of Names and Sums may be included in any Warrant of Distress or Notice obtained or given by the Company for any of the Purposes of this Act, and may be stated either in the Body of the Warrant or Notice, or in a Schedule thereto.

Costs of Distress.

47. Any Justice who issues any such Warrant of Distress may order that the Costs of the Proceedings for the Recovery of such Rate or Sum shall be paid by the Person liable to pay such Rate or Sum directed to be paid, and such Costs shall be ascertained by the Justice,

The Paignton Water Act, 1867.

Justice, and shall be included in the Warrant of Distress for the Recovery of such Rate or Sum.

48. No Justice or Judge of any County Court shall be disqualified from acting in the Execution of this Act by reason of his being liable to any Rate, Rent, or Charge under this Act. Liability to Rates not to disqualify Justices.

49. Nothing in this Act contained shall extend (or be deemed or construed to extend to prejudice, diminish, alter, or in any Manner interfere with the Rights, Powers, Privileges, or Authorities of the Local Board of the District of *Paignton*, except so far as the same may be inconsistent with the Provisions of this Act or the Acts incorporated therewith. Saving Rights of Local Board.

50. The Waterworks, so far as the same affect the Railway Works, Land, or Property (herein-after referred to as "the Railway") of the *South Devon* Railway Company (herein-after called "the *South Devon* Company"), shall be constructed subject to and in accordance with the Provisions following, and not otherwise; (that is to say,) For the Protection of the *South Devon* Railway Company.

1. All such Works shall be executed at the Expense of the Company, under the Superintendence and to the Satisfaction of the Engineer for the Time being of the *South Devon* Company, and according to Drawings and Specifications previously submitted to the said Engineer. If the Engineers of the Company and of the *South Devon* Company differ concerning the said Drawings or Specifications, or concerning the Method in which the said Works are to be executed, every such Difference shall be settled by an Engineer to be from Time to Time appointed by the said Two Engineers, or if they cannot agree in such Appointment, then by an Engineer to be appointed by the Board of Trade on the Application of either Company :
2. The said Works shall be so constructed and maintained as that the Traffic upon the *South Devon* Railway shall not be in anywise impeded :
3. The Company shall acquire only an Easement in and upon such of the Land and Property of the *South Devon* Company as may be necessarily used for the Construction and Maintenance of the said Works :
4. If by reason of the Construction or Maintenance of the said Works the Railway shall be damaged or injured, or the Traffic thereon interrupted or interfered with, the Company shall compensate the *South Devon* Company for any Loss or Damage occasioned thereby :

5. The

The Paignton Water Act, 1867.

5. The Amount to be paid to the *South Devon* Company for the Acquisition of an Easement upon their Land or Property as herein-before provided, and the Compensation (if any) to be made to that Company for Damage or Injury to the Railway, or for Interruption or Interference with the Traffic thereon, shall be settled, in case of Difference, in manner provided by the Lands Clauses Consolidation Act, 1845, with respect to the Purchase and taking of Land otherwise than by Agreement.

Expenses of
Act.

51. All the Costs, Charges, and Expenses of and incident to the Application for and passing of this Act shall be paid by the Company.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1867.