



ANNO TRICESIMO

VICTORIÆ REGINÆ.

Cap. xcvi.

An Act for empowering the Company of Proprietors of the *Sheffield* Waterworks to construct additional Reservoirs and alter their authorized Works, and raise further Money, and for altering Provisions of the Company's Acts respecting Compensation Supply of Water ; and for other Purposes. [17th June 1867.]

WHEREAS the Company of Proprietors of the *Sheffield* Waterworks (in this Act referred to as the Company) are incorporated and empowered under the Acts described in the First Schedule to this Act (in this Act referred to as the Company's former Acts) for the Purpose of making Reservoirs and Works and supplying Water to the Town of *Sheffield* and its Neighbourhood : And whereas it is expedient that the Company be empowered to construct additional Reservoirs and Works and obtain a further Supply of Water : And whereas it is expedient that some of the Provisions of the Company's former Acts respecting the Construction of Works and Supply of Compensation Water be altered as in this Act provided : And whereas the State of the Company's Share and Loan Capital was

[*Local.*]

The Sheffield Water (New Works) Act, 1867.

on or about the Sixth Day of *December* One thousand eight hundred and sixty-six such as is shown in the Second, Third, Fourth, and Fifth Schedules to this Act: And whereas it is expedient that the Company be authorized to raise a further Sum of Money: And whereas the Objects aforesaid cannot be attained without the Authority of Parliament: And whereas Plans and Sections describing the Lines, Situations, and Levels of the intended Reservoirs, Lines of Pipes, Alterations, Deviations, Diversions, and other Works, and a Book of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of Lands in the Lines of the proposed Works or within the Limits of Deviation as defined on the Plans and describing those Lands, have been deposited with the Clerk of the Peace for the West Riding of the County of *York* (which are in this Act referred to as the deposited Plans, Sections, and Book of Reference): And whereas intended Reservoirs are shown on the deposited Plans named thereon, as follows; (that is to say,) *Agden* Reservoir (in course of Construction), *Dale Dike* Reservoir, *Annet* Reservoir, *Damflask* Reservoir, *Langsett* Reservoir, *Midhope* Reservoir, *Broomhead* Reservoir, and *Moor Hall* Reservoir, and the *Wadsley* Service Reservoir, and the same are in this Act referred to by the same respective Names, save that *Moor Hall* Reservoir is in this Act referred to as the *More Hall* Reservoir: And whereas on the Plans deposited for the Purposes of the Company's Act of 1853 an intended Reservoir was shown named thereon *Strines Dike* Reservoir, and the same is in this Act referred to as the *Strines* Reservoir: 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,)

Short Title. 1. This Act may be cited as *The Sheffield Water (New Works) Act, 1867.*

8 & 9 Vict. cc. 16., 18., and 20.,
10 & 11 Vict. c. 17.,
23 & 24 Vict. c. 106., and
26 & 27 Vict. cc. 93. & 118.
incorporated.

2. The following Acts and Parts of Acts (as far as the same respectively are applicable for the Purposes and are not inconsistent with the Provisions of this Act) are hereby incorporated with this Act; namely,

The Lands Clauses Consolidation Act, 1845, and the Lands Clauses Consolidation Acts Amendment Act, 1860:

The Waterworks Clauses Acts, 1847 and 1863, subject to the Exceptions and Provisions respecting the former of those Two Acts in the Company's Act of 1853 expressed and contained:

The Provisions of the Companies Clauses Consolidation Act, 1845, with respect to the Matters following; (that is to say,) the Distribution of the Capital of the Company into Shares, the Transfer

or

The Sheffield Water (New Works) Act, 1867.

or Transmission of Shares, the Payment of Subscriptions and the Means of enforcing the Payment of Calls, the Forfeiture of Shares for Nonpayment of Calls, the Remedies of Creditors of the Company against the Shareholders, the borrowing of Money by the Company on Mortgage or Bond, the Conversion of borrowed Money into Capital, and the Consolidation of the Shares into Stock :

Parts I., II., and III. of the Companies Clauses Act, 1863 (relating respectively to Cancellation and Surrender of Shares, additional Capital, and Debenture Stock) :

The Provisions of the Railways Clauses Consolidation Act, 1845, with respect to the temporary Occupation of Lands near the Railway during the Construction thereof.

3. With respect to the Interpretation of Terms in and for the Purposes of this Act the following Provisions shall have Effect; namely,

Interpreta-
tion of
Terms.

Terms to which Meanings are assigned in the Acts incorporated wholly or in part with this Act, or which have therein special Meanings, have in this Act the same respective Meanings :

In this Act, and for the Purposes of this Act in any Act incorporated wholly or in part with this Act and in the Company's Act of 1853, the Term "Court of competent Jurisdiction" shall have Effect as if the Debt or Demand with respect to which it is used was a common Simple Contract Debt, and not a Debt or Demand created by Statute, and shall include the County Court of *Yorkshire*, and the Term "Superior Courts" shall include Courts of competent Jurisdiction within the Meaning of this Act :

The Term "Millowners" means Owners, Lessees, and Occupiers of Mills and Works :

The Term "*Rivelin* Millowners" means Millowners having Mills and Works on the River *Rivelin* :

The Term "*Loxley* Millowners" means Millowners having Mills and Works on the River *Loxley* :

The Term "*Ewden* Millowners" means Millowners having Mills and Works on the *Ewden Beck* :

The Term "*Upper Dun* Millowners" means Millowners having Mills and Works on so much of the River *Dun* as is situate between the Junctions therewith of the *Ewden Beck* and the River *Loxley* :

The Term "*Lower Dun* Millowners" means Millowners having Mills and Works on so much of the River *Dun* as is situate below the Junction therewith of the River *Loxley* and within the Parish and Borough of *Sheffield* :

The Term "associated Millowners" means the *Rivelin*, *Loxley*, *Ewden*, *Upper Dun*, and *Lower Dun* Millowners :

The

The Sheffield Water (New Works) Act, 1867.

The Term "the *Loxley Gauge*" means the Gauge or Weir on the River *Loxley* which the Company are required to construct under Section One hundred and fifteen of the Company's Act of 1864.

Power to
make Works
and take
Lands, &c.

4. Subject to the Provisions of this Act, the Company may make and maintain in the Lines or Situations and according to the Levels shown on the deposited Plans and Sections the Reservoirs (other than the *Langsett* and *Midhope* Reservoirs) and the Lines of Pipes (other than the Line of Pipes marked No. 1. extending between *Midhope* Reservoir and the Point marked DD on the deposited Plans) and the Alterations, Deviations, Diversions, and other Works shown on the deposited Plans, with all proper Approaches, Works, and Conveniences connected therewith, and may enter on, take, and use such of the Lands described in the deposited Plans and Book of Reference as they require for that Purpose, and may take, use, get, and appropriate for the Purposes of their Undertaking all Rivers, Springs, Streams, and Waters intercepted by any of those Works, and all Springs, Streams, and Waters found in, on, or under any of those Lands, and may stop up all Highways, Roads, and Ways within the Limits of Deviation defined on the deposited Plans which are shown thereon as intended to be stopped up, or the Use of which would be obstructed by the Waters of any of the Reservoirs, or be permanently interfered with by any Embankment or Byewash forming Part of or connected with any of the Reservoirs authorized by this Act, and may appropriate for Purposes of this Act the Sites of the Highways, Roads, and Ways so stopped up so far as such Sites are comprised within the Boundary Fence of such Reservoir, or are required for the Purposes of any such Embankment or Byewash.

Powers for
compulsory
Purchases
limited.

5. Inasmuch as the Works authorized by this Act are such that it is not necessary that the Company should complete at once the Purchase of all the Lands to be ultimately used for the Reservoirs authorized by this Act, and it will be beneficial to the Owners, Lessees, and Occupiers of Lands as well as to the Company that the Purchase of Lands which are not wanted for the Embankments of the Reservoirs should be postponed, therefore the Powers of the Company for the compulsory Purchase of Lands may be exercised at any Time within the following Periods and not afterwards; that is to say,

In respect of Lands required for the Embankments of the Reservoirs within Three Years from the passing of this Act:

In respect of all other Lands authorized to be taken by this Act within Five Years from the passing of this Act.

As to
Purchase of
Lands of
George
Eadon.

6. Notwithstanding anything in this Act or in any Act incorporated therewith, the Company shall, within Six Months after the passing of this Act, elect whether or not they will take under this Act any Lands of *George Eadon* (their Election to take any such Lands to

The Sheffield Water (New Works) Act, 1867.

to be evidenced by a Notice to treat served under Section Eighteen of "The Lands Clauses Consolidation Act, 1845"), and if they so elect to take any such Lands then the Company shall, within the Time in this Act limited for the Exercise of their compulsory Powers of Purchase of Lands, take not only the whole of the Lands belonging to *George Eadon* included within the Limits of Deviation shown on the deposited Plans, but also the adjoining Portions thereof being Parts of the *Oaks Farm*, *Malkin Farm*, and *Roebuck Farm*, and also Two Pieces of Land containing Five Acres or thereabouts (adjoining to the Road from *High Bradfield* to *Sheffield*) which are intersected by the Limits of Deviation shown on the deposited Plans, and are on those Plans numbered 1092 and 1093 in the Parish of *Ecclesfield*, and the Sale and Conveyance of those Lands shall be deemed to comprise all Mines and Minerals under those Lands, the Company making Compensation for such Mines and Minerals (if any) according to the Provisions of this Act and the Acts incorporated therewith.

7. Notwithstanding anything contained in or to be done under this Act or any Act incorporated therewith, Lord *Wharnccliffe*, his Successors and Assigns, Owners for the Time being of *Wortley Hall*, shall at all Times have the exclusive Right of fishing, shooting, and sporting in, over, and upon the *More Hall Reservoir*, with all usual Powers and Privileges incidental to the proper Enjoyment of that Right, including the Power of keeping and using One Boat only on the said Reservoir, and he and they may construct and maintain a Boat House or Shed on the Side of the Reservoir but not on the Embankment thereof, subject to the following Restrictions and Provisions; namely,

As to
sporting in
More Hall
Reservoir.

1. That the Right of fishing be exercised by Angling alone:
2. That in the Exercise of the Right conferred by this Section no Injury be done to the Embankment, Works, or Bed of the Reservoir, and that no Act be wilfully done whereby the Water therein will be wasted or fouled:
3. That before the Erection of such Boat House or Shed the Site and Plans thereof be approved by the Company:
4. That in case the Company shall for the Purposes of their Undertaking at any Time require the Removal of such Boat House or Shed, or of any Boat House or Shed erected by virtue of this Provision, they shall be entitled to remove the same, and they shall thereupon as soon as conveniently may be at the Expense of the Company erect another Boat House or Shed in lieu thereof on some other Part of the Side of the Reservoir but not on the Embankment thereof:
5. Every Boat House or Shed erected by virtue of this Section shall at all Times be kept in repair by Lord *Wharnccliffe*, his Successors or Assigns:

[Local.]

16 S

6. That

The Sheffield Water (New Works) Act, 1867.

6. That when the Boat is not in use it shall be securely fastened so as to prevent the Use of it by any unauthorized Person :

7. That the Right conferred by this Section be not demised or separately assigned or otherwise disposed of or parted with wholly or partially by Lord *Wharnccliffe*, his Successors or Assigns, but that the same always remain annexed to the Ownership of *Wortley Hall*, and shall be exercised only by Lord *Wharnccliffe*, his Successors or Assigns, Owners of *Wortley Hall*, his or their Family, Visitors, Friends, or Servants :

But nothing in this Section shall be taken to restrict the Use of the Reservoir and the Water therein for Purposes of the Company's Undertaking, and the same may be used for those Purposes in the like Manner and to the like Extent in all respects as if this Section had not been inserted in this Act.

Application
of Parts of
Act of 1860.

8. Notwithstanding anything in this Act or any Act incorporated therewith, Sections Forty-five to Fifty of the Company's Act of 1860 shall extend and apply to the *Bradfield* Corn Mill and its Appurtenances and to *George Eadon's* Lands as nearly as may be in all respects as if those Properties had been mentioned in Section Forty-five of that Act, and as if the Purposes of the Company's former Acts and this Act had been comprised in Section 50 of the Company's Act of 1860, and for the Purposes of this Section the Reference to the Company's Act of 1860 in the Form of Conveyance given in the Schedule to that Act shall be altered into a Reference to this Act.

Saving
Rights of
Her
Majesty's
Principal
Secretary of
State for the
War Depart-
ment.

9. And whereas it is necessary that the Fortifications and Works belonging to Her Majesty, and under the Charge of Her Majesty's Principal Secretary of State for the War Department, should be preserved intact and free from all Obstruction : And whereas the Company may acquire or use for the Purpose of their Undertaking certain Lands in the Parish of *Sheffield* numbered 15 on the deposited Plans relating to such Parish, and which Lands are the Property of Her Majesty, and are now used partly as a Parade Ground, and in part form a Portion of the Bed of the River *Loxley* there : Be it therefore enacted, That nothing in this Act contained shall authorize the Company to enter upon, use, or interfere with any such Land or the Soil thereof so as to take away, lessen, prejudice, or alter any of the Rights, Privileges, or Powers vested in or exercised by the said Principal Secretary for the Time being thereon without his previous Consent signified in Writing under his Hand, and which Consent the said Principal Secretary for the Time being is hereby authorized to give, subject to such special or other Conditions with respect to such Entrance upon, Use, or Interference by the Company as he shall see fit to impose on the said Company ; provided that nothing in this Clause

The Sheffield Water (New Works) Act, 1867.

Clause contained shall render such Consent necessary to enable the Company to impound, detain, divert, take, and use any Waters by this Act authorized to be impounded, detained, diverted, taken, and used.

10. The Company may from Time to Time for the Purposes of their Undertaking purchase by Agreement, in addition to the Lands which they are authorized to take by Compulsion or otherwise independently of this Act, any Lands not exceeding in the whole One hundred Acres.

Power to take additional Lands by Agreement.

11. The Company may take by Agreement, and any Person by the Lands Clauses Consolidation Act, 1845, or otherwise, enabled to sell Lands may grant to them, any Term, Estate, Easement, Interest, Right, or Privilege in, over, affecting, or belonging to Lands, other than Easements in Water, at a yearly Rent or otherwise, subject always and according to the Provisions relative to the taking of Lands by Agreement contained in the Lands Clauses Consolidation Act, 1845, and the Lands Clauses Consolidation Acts Amendment Act, 1860, for which Purpose any such Term, Estate, Easement, Interest, Right, or Privilege shall be deemed Lands within the Meaning of those Acts.

Power to agree for Easements, &c.

12. If the Reservoirs authorized by this Act, including the Lines of Pipe and Works connected therewith respectively and shown on the deposited Plans, are not completed within the respective Periods following, (that is to say,)

Periods for Completion of Reservoirs.

The *Dale Dike* and *Annet* Reservoirs respectively on or before the Fourteenth Day of *June* One thousand eight hundred and seventy-three ;

The *Damflask* Reservoir on or before the Thirty-first Day of *December* One thousand eight hundred and seventy-three ;

The *Broomhead* and *More Hall* Reservoirs and the *Wadsley* Service Reservoir respectively on or before the Thirty-first Day of *December* One thousand eight hundred and seventy-seven ;

then on the Expiration of those Periods respectively the Powers by this Act granted to the Company for executing any such of those Reservoirs respectively as shall not be so completed shall cease, but nothing herein shall restrict the Company from extending, enlarging, altering, or removing any of their Engines, Machinery, Mains, or Pipes, or improving their Supply of Water, at any Time and from Time to Time as Occasion requires.

13. Where the Line of any Work shown on the deposited Plans passes along a Road, and no Limits of lateral Deviation are marked thereon, the Company may in the Construction of the Work deviate laterally from the Line thereof as shown on the deposited Plans to the

Limits of lateral Deviation.

Extent

The Sheffield Water (New Works) Act, 1867.

Extent of the Boundaries of the Road, and elsewhere they may in the Construction of the Works deviate laterally from the Lines there of as shown on the deposited Plans to the Extent of the Limits of lateral Deviation marked thereon.

Limits of
vertical
Deviation.

14. In the Construction of the Works authorized by this Act the Company may deviate vertically from the Levels shown on the deposited Sections in the Case of Reservoirs to any Extent not exceeding Three Feet upwards or Ten Feet downwards, and in the Case of other Works to any Extent not exceeding Three Feet upwards or Seven Feet downwards, but if the Company find it expedient to place the Embankment of any Reservoir higher up the Valley in which it is situate than the Site thereof shown on the deposited Plans they may in the Construction thereof deviate vertically from the Levels of such Embankment and Reservoir shown on the deposited Sections.

Temporary
Occupation
of Lands.

15. The Provisions with respect to the temporary Occupation of Lands incorporated with this Act shall apply only to the Reservoirs authorized by this Act and the Works immediately connected therewith, and for the Purposes of this Act those Provisions shall be read as if Reservoirs and Works were therein mentioned instead of the Railway, and the Boundaries of Reservoirs and Works instead of the Centre of the Railway.

Provision as
to Dale Dike
Reservoir.

16. The Company shall not construct, under the Powers of the Companies Act of 1853, the Reservoir described in Section Seventy-three of that Act as a Reservoir in, on, or near the Stream called *Dale Dike*, and the Works referred to in Section One hundred and seven of the Company's Act of 1864 shall not be deemed to comprise the Reservoir by this Section directed to be not constructed.

As to Con-
struction of
new Roads
shown on
Plans.

17. The Company shall construct every Road (whether on the Embankment of a Reservoir or elsewhere) shown on the deposited Plans as a Road intended to be constructed, and every such Road shall be constructed with sound Rubble Stone pitched on the Edge Nine Inches in Depth, and to be covered with a coating of broken Stone Five Inches thick, such Stone to be of the same Quality as that now used for repairing the Surface of the other Roads under the Jurisdiction of the Highway Board of the District of *Ecclesfield* and *Bradfield*, and in connexion with every such Road the Company at their own Expense shall construct all necessary or proper Side Drains and Culverts where necessary for carrying off the Surface Water, and the Company shall fence off every such Road.

As to Main-
tenance of
new Roads.

18. Every Road so constructed on the Embankment of a Reservoir, and the Drains, Culverts, and Fence Walls thereof, shall be at all Times maintained by and at the Cost of the Company, and every other

The Sheffield Water (New Works) Act, 1867.

other Road shown on the deposited Plans, and the Drains, Culyerts, and Fence Walls thereof, shall be maintained by and at the Cost of the Company for Three Years after the Completion of the respective Road, of which Completion a Certificate of Two Justices shall be conclusive Evidence (which Certificate Two Justices shall give on such Completion being proved to their Satisfaction).

19. The Company shall make a Way along the Southern Sides of Parts of the *Broomhead* and *More Hall* Reservoirs to connect the intended Diversion of Road shown on the deposited Plans on the Southern Side of the *Broomhead* Reservoir at or near the Field on those Plans numbered 559 in the Parish of *Ecclesfield* with the intended Diversion of Road shown on those Plans across the Western End of the *More Hall* Reservoir or with *Hurst Lane*, and in either Case at or near the Field marked on those Plans numbered 596 in the same Parish, and the Way so made shall, when completed, be open to the Public as a Way for Foot Passengers only, and the Company shall at all Times maintain the same at their own Expense.

Footpath
along
Broomhead
Reservoir,
&c.

20. Subject to the Provisions of this Act, the Company's Act of 1853 is hereby repealed to the Extent herein-after described; namely,

Partial
Repeal of
Act of 1853.

As far as the Sections of that Act numbered from Forty-nine to Fifty-nine (both inclusive), and Sixty-seven and Seventy, require the Company to supply and cause to flow down the River *Loxley* and thence into the River *Dun*, such Quantity of Water in such Manner and at such Times as therein provided:

As far as the same Sections in anywise relate to the said Quantity of Water:

As far as any Provision of the same Act is in any Manner consequential on or relative to the Requirements of that Act respecting the said Quantity of Water;

Sections Sixty to Sixty-six of the same Act (both inclusive) wholly.

21. Any and every Provision in the Company's Act of 1853 or in any other of the Company's Acts that limits or interferes with the Power of the Company to detain, divert, abstract, take, or use the whole or any Part of the Waters of the River *Loxley* and its Tributaries is also hereby repealed.

Repeal of
Restrictions
as to Water
of Loxley.

22. Subject to the Provisions of this Act, the Company may, by virtue of this Act in conjunction with their former Acts, impound, detain, divert, abstract, take, and use, for the Supply of their Reservoirs and Works and for the Purposes of their Undertaking, the whole or any Part of the Waters of the River *Loxley* and its Tributaries inter-

Power to
detain, &c.
Water of
Loxley.

[Local.]

16 T

cepted

The Sheffield Water (New Works) Act, 1867.

cepted by any of the Works authorized by this Act or by the Company's Act of 1853, except the Reservoir in, on, or near the Stream called the *Dale Dike* by this Act directed to be not constructed, at such Times and in such Manner as the Company from Time to Time think fit.

Supply of
Compensa-
tion Water
out of Reser-
voirs on
Ewden.

23. Before the Company take for the Supply of the Inhabitants within the Limits of the Company's Acts for the Time being any Water intercepted by the *Broomhead* and *More Hall* Reservoirs respectively, and thenceforth for ever, they shall discharge out of the same into the Beds of the respective Streams immediately below the same Water at the Rate of the following respective Quantities of Water for every Minute during Twelve Hours of every working Day between the Hours of Six in the Morning and Six in the Evening; (that is to say,)

Out of the *Broomhead* Reservoir Three thousand six hundred and eight Gallons of Water:

Out of the *More Hall* Reservoir Four thousand two hundred and eighty-six Gallons of Water (in which Quantity the Quantity by this Act prescribed to be discharged out of the *Broomhead* Reservoir shall, when and as long as the same is discharged thereout, be included).

Supply of
Compensa-
tion Water
out of Reser-
voirs on
Loxley.

24. Before the Company take for the Supply of the Inhabitants within the Limits of the Company's Acts for the Time being any Water intercepted by the *Strines*, *Dale Dike*, *Annet*, *Agden*, and *Damflask* Reservoirs respectively, and (subject to the Provisions of this Act) thenceforth for ever, they shall discharge out of the same into the Beds of the respective Streams immediately below the same Water at the Rate of the following respective Quantities for every Minute during Twelve Hours of every working Day between the Hours of Six in the Morning and Six in the Evening; (that is to say,)

Out of the *Strines* Reservoir Two thousand seven hundred and sixty-three Gallons of Water:

Out of the *Dale Dike* Reservoir Three thousand seven hundred and sixty-two Gallons of Water (in which Quantity the Quantity by this Act prescribed to be discharged out of the *Strines* Reservoir shall, when and as long as the same is discharged thereout, be included);

Out of the *Annet* Reservoir Four thousand three hundred and twenty-one Gallons of Water (in which Quantity the Quantity by this Act prescribed to be discharged out of the *Dale Dike* Reservoir shall, when and as long as the same is discharged thereout, be included):

Out

The Sheffield Water (New Works) Act, 1867.

Out of the *Agden* Reservoir Two thousand eight hundred and sixty-three Gallons of Water :

Out of the *Damflask* Reservoir Nine thousand five hundred and thirty-four Gallons of Water (in which Quantity the Quantity of Seven thousand four hundred and seventy-six Gallons of Water by this Act prescribed to be discharged over the *Loxley* Gauge shall, when and as long as the same is discharged over that Gauge, be included) :

And from and after the Period when the Company shall have become liable to discharge out of the *Strines, Dale Dike, Annet, and Agden* Reservoirs the aggregate Quantity of Water to be so discharged thereout, the Company shall cause to be discharged over the *Loxley* Gauge Seven thousand four hundred and seventy-six Gallons of Water (in which Quantity the Quantities of Four thousand three hundred and twenty-one and Two thousand eight hundred and sixty-three Gallons of Water shall, when and as long as the same are discharged as by this Act prescribed, be included).

25. The Company shall complete and for ever maintain the *Loxley* Gauge, and that Gauge shall be used for the Purposes of this Act, and in addition thereto the Company shall construct and for ever maintain within Two hundred Yards from the Outlets of the said respective Reservoirs suitable measuring Gauges over or through which the said respective Quantities of Water shall be discharged.

Company to
maintain
Gauges.

26. After the Company have begun to discharge out of the *Damflask* Reservoir the Quantity of Water by this Act required to be discharged thereout, and as long as that Quantity is so discharged, they may, if they think fit, (notwithstanding anything in this Act,) discontinue the Discharge out of their Reservoirs on the River *Loxley* and its Tributaries, other than the *Damflask* Reservoir, of the respective Quantities of Water by this Act required to be discharged out of the same respectively, but in case of such Discontinuance the Owners, Lessees, and Occupiers of Mills and Works on the River *Loxley* and its Tributaries above the *Damflask* Reservoir, and all other Persons interested in the Waters of the River *Loxley* and its Tributaries, shall be entitled to Compensation for any Loss or Injury sustained by them by reason of such Discontinuance, the Amount of and Title to such Compensation to be ascertained in manner provided by Section Six of the Waterworks Clauses Act, 1847 ; provided that if the Owner of the *Bradfield* Corn Mill on the River *Loxley* within Three Months next after such Discontinuance requires the Company to purchase that Mill and the Fee Simple thereof the Company shall purchase the same accordingly, subject and according to the Provisions of this Act and the Acts incorporated therewith.

Substitution
of Compen-
sation
Supply from
Damflask
Reservoir.

27. If

The Sheffield Water (New Works) Act, 1867.

Suspension
of Company's
Powers on
Failure to
Supply
Compensa-
tion Water.

27. If on the Fourteenth Day of *June* One thousand eight hundred and seventy-four the Company have not commenced to discharge into the River *Loxley* over the *Loxley* Gauge a Quantity of Water not less than Seven thousand four hundred and seventy-six Gallons for every Minute during Twelve Hours of every working Day between the Hours of Six in the Morning and Six in the Evening, then from and immediately after the Fourteenth Day of *June* One thousand eight hundred and seventy-four the Company's Power of taking, for the Supply of the Inhabitants within the Limits of the Company's Acts for the Time being, any Water from the River *Loxley* or its Tributaries shall be suspended until the Company commence to discharge the last-mentioned Quantity of Water in manner aforesaid; but nothing in this Section shall relieve the Company from the Obligation of continuing the Discharge of any Quantity of Water which they have then already commenced to discharge in accordance with this Act out of the *Strines*, *Dale Dike*, *Annet*, and *Agden* Reservoirs, or any of them.

Water
Supply to be
Compensa-
tion to Mill-
owners, &c.

28. The respective Quantities of Water aforesaid shall be deemed to be full Compensation to all Persons interested in the Waters below the respective Reservoirs of the *Ewden Beck*, *Dale Dike*, and the River *Loxley*, and the Brooks and Streams supplying the same respectively, for and in respect of the Water abstracted under the Powers of this Act and of the Company's former Acts from such Beck, Dike, River, Brooks, and Streams.

Millowners
and their
Officers may
inspect
Gauges.

29. For the Purpose of ascertaining the State of Repair and Efficiency of the *Loxley* Gauge and of the several Gauges required by this Act, and of gauging the Quantity of Water from Time to Time passing over the same, the *Rivelin*, *Loxley*, and *Lower Dun* Millowners, or any of them, and their Officers and Servants, shall at all Times have the Right of Access to any such Gauge on the River *Loxley* and its Tributaries, and the *Ewden* and *Upper* and *Lower Dun* Millowners, or any of them, and their Officers and Servants, shall at all Times have the Right of Access to any such Gauge on the *Ewden Beck*, and for the Purposes of this Section *James Simpson* of *London*, Civil Engineer, and every Successor of him, and every other Person whom the associated Millowners are by this Act authorized to appoint, shall be deemed to be Officers or Servants of each of the before-mentioned Classes of Millowners.

Millowners
may repair
Gauges if
Company
fail to do so.

30. If and whenever the *Loxley* Gauge, or any Gauge required by this Act, is in a Condition unfit for the Purposes for which it is intended, the Company shall forthwith put it into a proper State of Repair and Condition, or if they fail to do so within Seven Days after being thereunto required by Notice in Writing given to them by or
on

The Sheffield Water (New Works) Act, 1867.

on behalf of any of the associated Millowners interested in the Supply of Water to pass over such Gauge, those Millowners, or any of them, may put the same into a proper State of Repair and Condition, and may recover the Expense thereof, with Interest at the Rate of Ten Pounds *per Centum per Annum* thereon from the Times of the Expenditure thereof, and full Costs of Suit against the Company, in any Court of competent Jurisdiction.

31. Notwithstanding anything in this Act, the several Quantities of Water by this Act required to be discharged out of the before-mentioned Reservoirs respectively, or, as the Case may be, over the *Loxley* Gauge, shall be supplied during such Hours of every working Day and in such Proportions as are from Time to Time required by Notice in Writing given to the Company or their Law Clerk by or on behalf of the associated Millowners in accordance with the Resolutions of a Meeting of such Millowners held under this Act, but so nevertheless that the full daily Quantities required by this Act shall on each working Day be discharged in accordance with the Provisions of this Act, but unless and until Notice be so given the Company may and shall supply the several Quantities aforesaid of Water continuously and in One equal Flow between the Hours of Six in the Morning and Six in the Evening of every working Day.

Times at which the Water is to be supplied to the Millowners.

32. If and whenever the Company fail to discharge any Quantity of Water which they are by this Act required to discharge at such Times and in such Manner as by or under this Act are required, they shall for every Day during which they so fail forfeit and pay to the Occupier of every Mill or Work on the River *Loxley*, *Ewden Beck*, and on the River *Dun* below the Junction with that River of the *Ewden Beck*, and above and within the Borough and Parish of *Sheffield*, who is entitled to the Supply, and who within One Month after the Failure demands the same, Twenty Pounds, which Sum with full Costs may be recovered by every Occupier so entitled thereto against the Company in like Manner as Penalties may be recovered under the Provisions of "The Lands Clauses Consolidation Act, 1845," applicable to the Recovery of Forfeitures, Penalties, and Costs.

Penalty in case the Company fail to Supply the stipulated Quantities of Water.

33. The *Loxley* Gauge and every Gauge required by this Act shall be made and maintained to the Satisfaction of the said *James Simpson*, or of his Successor appointed as by this Act provided, and when and so soon as any such Gauge is properly and sufficiently made and is in good working Order, or after being out of repair is, on Notice given as provided by this Act, properly and sufficiently repaired, he shall certify the same accordingly, and every such Certificate under his Hand shall be filed at the Office of the Town Clerk of the Borough of *Sheffield* who shall receive and retain the

Gauges to be certified.

[Local.]

16 U

same,

The Sheffield Water (New Works) Act, 1867.

same, and such Certificate shall there be open during Office Hours for Inspection by all Persons interested gratis, and on the Delivery of every Certificate to the Town Clerk to be filed there shall be paid to him by the Company a Fee of Five Shillings.

Until Gauges completed Company not to take any Water which they were not authorized to take before the passing of Act.

34. Until the Quantity of Water by this Act required to be discharged out of each respective Reservoir as before mentioned, or over the *Loxley* Gauge, as the Case may be, shall have flowed over the Gauge required by this Act for measuring the same for Six consecutive Days (such Gauge being first duly certified), the Company shall not take or appropriate any of the Waters of the Stream on which such Gauge shall be situate above such Gauge, except only so much of such Waters as the Company shall by virtue of this Act have become previously entitled to take by virtue of a Certificate of the said *James Simpson* or his Successor relative to any Gauge or Gauges higher on the same Stream, and the Penalties by this Act imposed for Failure by the Company to discharge such Quantity of Water shall attach from the Period when the Company begin to take any Water in contravention of this Section.

Company not to take Water below the lowest Gauges or Weirs.

35. The Company shall not at any Time take or appropriate or use, divert, or impede any of the Waters of the River *Loxley* or of the *Ewden Beck*, or of any Brook or Stream tributary to the same respectively, from or at any Point below the lowest Gauge for the Time being made by the Company on the respective Streams, and certified by the said *James Simpson* or his Successor.

Provision for Failure to certify or to appoint Successor.

36. If the said *James Simpson* or his Successor without good Cause fail to certify, as required by this Act, any Gauge within Three Months next after being required by the Company so to do, or if the associated Millowners do not from Time to Time within Three Months next after the Decease, Retirement, Incapacity, or Failure to act of the said *James Simpson*, or any of his Successors, appoint his Successor, the Company may take all Water which they would have been entitled to take if such Gauge were duly certified and the Water had duly flowed over the same for Six consecutive Days, nevertheless the Company shall be liable in Damages to every Millowner for any Excess of Authority in so taking or appropriating any of the Waters, the Damages to be recovered against the Company in any Court of competent Jurisdiction.

Meetings of Millowners may be held.

37. For regulating the Proceedings of the associated Millowners for the Purposes of this Act, and also for the Purposes of the Company's Act of 1853, so far as the same Act is not repealed by this Act, any Three of the associated Millowners (not being together Joint Owners, Lessees, or Occupiers of the same Mill or other Works) from

The Sheffield Water (New Works) Act, 1867.

from Time to Time may convene a Meeting of the associated Millowners, to be held at some convenient Place in the Town of *Sheffield*, by Notice specifying the Object of the Meeting, and inserted once in each of Two Newspapers published or circulated at *Sheffield* at least Seven and not more than Fourteen Days before the Day appointed for the Meeting, and all Questions submitted to the Meeting consistently with the Notice convening it shall be decided by a Majority of the Votes of the Persons present and not declining to vote thereat, and, unless and until altered or repealed by another Meeting, shall bind all the associated Millowners whether present or absent, provided that *Rivelin* and *Loxley* Millowners as such shall not at any Meeting be entitled to vote on any Question relating exclusively to Water to be discharged out of the *Broomhead* or *More Hall* Reservoir, and *Ewden* and *Upper Dun* Millowners as such shall not be entitled to vote on any Question relating exclusively to Water to be discharged out of the *Strines*, *Dale Dike*, *Annet*, *Agden*, or *Damflask* Reservoirs, or over the *Loxley* Gauge, or to any of the Provisions of any of the Company's former Acts respecting the River *Rivelin*, and if any Difference of Opinion arises at a Meeting whether any Millowner is or is not entitled under the Provisions of this Section to vote, the Difference shall be determined then and there by the Chairman of the Meeting, whose Decision shall be final and conclusive.

38. The Company shall not, by virtue of the Ownership of a Mill or Work, be deemed to be a Millowner with respect to the Right of voting at any Meeting of the associated Millowners. Company not to be deemed a Millowner.

39. The Persons present and entitled to vote at the Meeting of the associated Millowners shall at the Commencement of their Proceedings elect One of themselves to be the Chairman of the Meeting who shall preside thereat, and who shall in every Case of an Equality of Votes have an additional or Casting Vote, and any Three Persons entitled to vote at the Meeting shall be a Quorum, and the Meeting may adjourn from Time to Time as they see fit. Chairman to be appointed.
Quorum.

40. Minutes of the Proceedings and Resolutions of every Meeting of the associated Millowners and of the Persons present thereat shall be entered by the Clerk in a Book kept for the Purpose, and shall be signed by the Chairman of the Meeting, and Minutes purporting to be so signed shall be received as *prima facie* Evidence in all Courts and elsewhere without Proof of the Meeting having been duly convened or held, or of the Persons attending the Meeting being Millowners within the Meaning of this Act, or of the Quorum being present, or of the Signature of the Chairman, all of which Facts and the Regularity of all the Proceedings at the Meeting shall be presumed unless and until the contrary be proved. Minutes of Proceedings to be kept.

41. At

The Sheffield Water (New Works) Act, 1867.

Mode of
voting.

41. At every Meeting of the associated Millowners the Millowners present thereat shall be entitled to vote as follows; that is to say,

The Vote or Votes in respect of any Mill or Work shall be given by the Occupier thereof if present, or if the Occupier be absent then by the Lessee thereof if present, or if both Occupier and Lessee be absent then by the Owner thereof if present, and where several Joint Owners, Lessees, or Occupiers are present only One of them shall vote on behalf of all of them, and if they do not agree as to their Vote it shall not be received.

Scale of
Votes.

42. Every Millowner entitled to vote (Joint Millowners for this Purpose being considered One Millowner) shall have One Vote in respect of every entire Foot of Head and Fall of Water of or belonging to every Mill or Waterwheel in respect of which he is entitled to vote.

Power for
Millowners
to appoint an
Engineer,
Clerk, and
Officers.

43. After the Decease, Retirement, Incapacity, or Failure to act of the said *James Simpson* or of any Successor to him, the associated Millowners, if they think fit, may at any Meeting from Time to Time convened for the Purpose appoint the President of the Institution of Civil Engineers, or if he declines, or if he is then the Engineer of the Company, then some other proper Civil Engineer, to be their Engineer as Successor to *James Simpson* or to any of his Successors, and also may at any Time after the passing of this Act and so from Time to Time appoint and remove a Clerk, and may confide to their Clerk the Execution of any of their Resolutions, and the Custody of all their Books and Papers, and any Books and Papers relating to Proceedings of Owners, Lessees, and Occupiers of Mills and Works under the Company's Act of 1853; and the associated Millowners may at any Time after the passing of this Act and so from Time to Time appoint and remove some proper Person or Persons to ascertain from Time to Time the State and Condition of the *Loxley* Gauge and of the Gauges required by this Act, and the Quantity of Water passing over the same respectively, and may make such Rules for the Guidance of the Person or Persons so appointed as the associated Millowners deem expedient; and every such Successor of the said *James Simpson*, and every Clerk and Person appointed under the Provisions of this Act, shall have all Powers and do all Acts which he might have had or done under the Company's Act of 1853 in relation to the Quantity of Water therein required to be supplied and caused to flow down the River *Rivelin* and thence into the River *Dun* in case such Successor, Clerk, or Person had been duly appointed under Section Sixty-five of that Act.

Expenses of
Millowners
Engineer to
be paid by
the Company

44. All the Charges and Expenses of the said *James Simpson* and his Successors for acting on behalf of the associated Millowners under the Company's Act of 1853, or with respect to any Gauge to be certified

The Sheffield Water (New Works) Act, 1867.

certified under this Act before and up to and including the Day of the Date of the Certificate of the respective Gauge, and the Salaries and Expenses of the Persons appointed by the associated Millowners under this Act, shall be paid by the Company, provided that the Company shall not be liable to pay in that Behalf for any One Year commencing with the First Day of *January* more than Fifty Pounds, and all Expenses attending the Proceedings of the associated Millowners, and the Salaries and Expenses of the Persons so appointed by them which are not paid by the Company shall be paid by the Millowners entitled to attend and vote at their Meetings in rateable Proportion to the Number of Votes to which they are entitled.

up to 50*l.* a Year, and as to any Excess by Millowners rateably.

45. The Monies to be paid by the Company and the associated Millowners respectively in respect of Charges, Salaries, and Expenses shall be paid on behalf of the Millowners to their Clerk or to such other Person as they appoint to receive the same, and in default of Payment thereof may be recovered by the Clerk or Person to whom the same ought to be so paid against the Company or against any Millowner or Millowners in default in any Court of competent Jurisdiction, and in any such Proceeding against any Millowner or Millowners a Resolution of a Meeting of the associated Millowners declaring the Amount payable by him or them shall be sufficient Evidence of the Matters thereby declared.

Recovery of Expenses.

46. Save as by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or affect any of the Estates, Rights, Powers, or Privileges of any of the Millowners, but all their Rights, Powers, and Privileges shall continue and may be held, exercised, and enjoyed by them respectively as if this Act had not been passed.

Saving Rights of Millowners.

47. For the Purposes of this Act the River *Rivelin* shall not be deemed to be a Tributary of the River *Loxley*, and nothing in this Act contained shall take away, lessen, prejudice, or affect any of the Estates, Rights, Powers, or Privileges of the Company with regard to the River *Rivelin*, or under Section Fifty-four of the Company's Act of 1853, but all such Estates, Rights, Powers, and Privileges shall continue and may be held, exercised, and enjoyed by them respectively as if this Act had not been passed.

Rivelin not to be deemed Tributary to Loxley.

48. Section Sixty-eight of the Company's Act of 1853 shall extend and apply to the Reservoirs, Embankments, Watercourses, and other Works authorized by this Act, and to the Company in relation thereto.

Company to make good Damage by Failure of Reservoirs.

49. And whereas the Navigation of the River *Dun* greatly depends for its Supply of Water upon the said River *Loxley* and *Ewden Beck* which

For the Protection of the Navigation of the River Dun.

[Local.]

16 X

The Sheffield Water (New Works) Act, 1867.

which will be interrupted by the said Works: Be it enacted, That the *South Yorkshire* Railway and River *Dun* Company, or the Lessees of their Undertaking entitled to exercise their Powers, or their Engineer, may at all reasonable Times hereafter inspect the Works of the said Company to ascertain that the Provisions in this Act contained relating to the Supply of Water by the said Company into the said River and Beck are duly carried into effect and observed by the said Company, and for that Purpose to enter upon any Lands and Buildings, and to take Measurements and Observations, and also to inspect the Books or Registers of the Company relating to the Supply of Water; and in case at any Time hereafter it shall happen that the said Provisions so last referred to shall not be duly carried into effect and observed by the said Company, it shall be lawful for any Justice of the Peace, upon Application of the *South Yorkshire* Railway and River *Dun* Company, or their Lessees as aforesaid, or their Engineer, to make Order from Time to Time for the Remedy thereof consistently with the Provisions of this Act contained for the Protection of the Owners, Lessees, and Occupiers of Mills on the said River and Beck; and in case the Company shall not obey such Order the Company shall forfeit for every Day during which such Disobedience shall continue the Sum of Ten Pounds, to be recovered by the *South Yorkshire* Railway and River *Dun* Company as liquidated Damages: Provided also, that nothing in this Act contained shall extend or be deemed or construed to extend to take away, prejudice, or alter any of the Rights, Privileges, Powers, and Authorities vested in, belonging to, or exercised by the *South Yorkshire* Railway and River *Dun* Company, or any Person claiming under them, except so far as is expressly authorized by this Act.

Reservation
of Water
Rights, &c.
on Sale.

50. On the Sale by the Company of any Lands they may reserve to themselves all or any Part of the Water or Water Rights or other Easements belonging thereto, and may make the Sale subject to such Reservations accordingly, and may also make any such Sale subject to such other Reservations, special Conditions, Restrictions, and Provisions with respect to Use of Water, Exercise of noxious Trades, or Discharge or Deposit of Manure Sewage or other impure Matter, as they think fit.

Power to
raise addi-
tional Share
Capital.

51. In addition to such Share Capital as the Company are for the Time being independently of this Act authorized to raise, they may from Time to Time by virtue of this Act raise such Sums as they think requisite not exceeding in the whole the Sum of Five hundred thousand Pounds.

Mode of
raising addi-
tional Share
Capital.

52. The additional Share Capital by this Act authorized shall be raised by the Creation and Issue of new Shares or new Stock, ordinary
or

The Sheffield Water (New Works) Act, 1867.

or preference, or partly ordinary and partly preference, as the Company from Time to Time think fit.

53. Any Preference Shares or Stock may be made to bear Dividend or Interest not exceeding the Rate of Six Pounds *per Centum per Annum*. Rate of preferential Dividend.

54. The Company shall not issue any Share under this Act, nor shall any such Share vest in the Person accepting it, unless and until a Sum not being less than One Fifth Part of such Share is paid in respect thereof. No Share to issue until One Fifth paid up.

55. Except as by or under the Authority of this Act or any Act incorporated wholly or in part with this Act is otherwise provided, the additional Share Capital to be created by the Company under this Act, and the Shares therein, and the Holders of those Shares respectively, shall be entitled and subject to the same Powers, Rights, Privileges, and Liabilities in all respects as if that new Capital were Part of the ordinary Share Capital of the Company existing at the passing of this Act, and those Shares were Shares in that ordinary Capital. New Shares to be subject to same Provisions as Shares existing.

56. In addition to any Sum which the Company are for the Time being independently of this Act authorized to raise by Mortgage, they may from Time to Time borrow on Mortgage any Sum or Sums not exceeding in the whole the Sum of One hundred and sixty-six thousand Pounds, but the Company shall not borrow any Money under this Act until One Third Part of the additional Share Capital authorized by this Act is subscribed for, issued, and accepted, and until they prove to the Justice who is to certify under Section Forty of the Companies Clauses Consolidation Act, 1845, before he so certifies, that Shares for such One Third Part of the additional Share Capital are issued and accepted, and that not less than One Fifth Part of the Amount of each separate Share has been paid up on account thereof before or at the Time of the Issue or Acceptance thereof; and that all such Shares are taken in good Faith, and are held by the Subscribers or their Assigns, those Subscribers or their Assigns being 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, whereupon the Company may exercise their Borrowing Power under this Act to the Extent of One Third Part of the Sum which they are herein-before authorized to borrow, and the Restrictions of this Section shall apply successively, *mutatis mutandis*, to the Two other respective Third Parts of the additional Loan and Share Capital of the Company authorized by this Act. Power to borrow on Mortgage.

57. All

The Sheffield Water (New Works) Act, 1867.

Priority of
Mortgages,
Preference
Shares, &c.
under former
Acts to
Mortgages
under this
Act.

57. All Mortgages granted or to be granted, and all Debenture Stock created or to be created, by the Company under any Act prior to this Act, and all Stock and Shares created or to be created by the Company for Redemption or in lieu of Mortgage or Bond Debt under any Act prior to this Act, and all Shares or Stock created or to be created under the Company's Act of 1864, the Holders whereof are for the Time being entitled to any preferential Dividend or Interest, shall have Priority over all Mortgages and Debenture Stock to be granted or created under this Act.

Power to
obtain
Receiver.

58. The Mortgagees of the Company under this Act may enforce Payment of Arrears of Interest or Principal, or of Principal and Interest, due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver in respect of Principal, or Principal and Interest, shall be Ten thousand Pounds.

Power to
create
Debenture
Stock.

59. The Company may create and issue Debenture Stock bearing Interest at a Rate not exceeding Six Pounds *per Centum per Annum*.

Application
of Money.

60. All Money raised under this Act either as additional Share Capital or by borrowing shall be applied to the general Purposes of the Company's Undertaking and not otherwise.

Power to
apply autho-
rized Capital.

61. The Company may apply for the Purposes of this Act any Money for the Time being raised by them under their former Acts or any of them, and not required to be immediately applied for the Purposes for which the same is authorized to be raised.

Expenses of
Act.

62. The Costs, Charges, and Expenses preliminary to and of and incidental to the preparing, applying for, obtaining, and passing of this Act shall be paid by the Company.

The Sheffield Water (New Works) Act, 1867.

The SCHEDULES to which the foregoing Act refers.

THE FIRST SCHEDULE.

The Company's former Acts:

Session and Chapter.	Short Title.	Short Description of Act used in foregoing Act or following Schedules.
16 & 17 Vict. c. xxii. -	The Sheffield Waterworks Act, 1853.	The Company's Act of 1853.
23 & 24 Vict. c. lxx. -	Sheffield Waterworks Act, 1860.	The Company's Act of 1860.
27 & 28 Vict. c. cccxxiv.	The Sheffield Waterworks Act, 1864.	The Company's Act of 1864.
29 & 30 Vict. c. cclxxxvi.	The Sheffield Waterworks Act, 1866.	The Company's Act of 1866.

THE SECOND SCHEDULE.

State of the Company's ordinary Share Capital under the Company's former Acts prior to that of 1864.

	Authorized.	Raised.
	£	£
Under the Company's Act of 1830 -	100,000	100,000
" " 1845 -	50,000	50,000
" " 1853 -	150,000	150,000
" " 1860 -	150,000	150,000
Total -	450,000	450,000

The Sheffield Water (New Works) Act, 1867.

THE THIRD SCHEDULE.

State of the Company's Mortgage Debt and Shares created for Redemption of Mortgage or Bond Debt under the Company's former Acts prior to that of 1864.

	£	s.	d.
Under the Powers of the Company's Acts of 1830, 1845, 1853, and 1860 as consolidated by Section 28 of the Act of 1860, Total authorized	110,000	0	0
Shares created for Redemption of Mortgage or Bond Debt under the Company's Act of 1853, as altered by the Company's Act of 1860	11,200	0	0
Amount borrowed on Mortgage	51,260	1	6
Total	£62,460	1	6
Total authorized	110,000	0	0
Total raised	62,460	1	6
Balance authorized but not raised	£47,539	18	6

THE FOURTH SCHEDULE.

State of the Company's Share and Loan Capital under the Company's Act of 1864.

Amount authorized	£400,000	0	0
Amount of B Preference Shares created	225,000	0	0
Amount left to be raised by Mortgage or Debenture Stock	175,000	0	0
Amount raised on Mortgage	171,575	0	0
Balance yet to be raised by Mortgage or Debenture Stock	£3,425	0	0
Amount of B Preference Shares created	£225,000	0	0
Amount received from Calls	£90,000	0	0
Amount received from Calls paid in anticipation	25,635	0	0
Balance yet to be received from Calls not yet due	£109,365	0	0
Balance yet to be raised by Mortgage or Debenture Stock	£3,425	0	0
Balance yet to be raised from Calls not yet due	109,365	0	0
Balance authorized but not yet raised	£112,790	0	0

The Sheffield Water (New Works) Act, 1867.

THE FIFTH SCHEDULE.

State of the Company's Share and Loan Capital under the Company's Act of 1866.

Share Capital authorized no Part whereof has been raised. - £150,000 0 0
Loan Capital authorized no Part whereof has been raised. - £50,000 0 0

LONDON:

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

