



CHAPTER clxxxvi.

An Act to authorise the South Staffordshire Waterworks Company to extend their works and limits of supply; and for other purposes. A.D. 1875.
[2d August 1875.]

WHEREAS the South Staffordshire Waterworks Company (in this Act called "the Company") were incorporated by "The South Staffordshire Waterworks Act, 1853," (in this Act referred to as "the Act of 1853,") and their powers were extended by the following Acts; namely, Recital of Acts relating to the South Staffordshire Waterworks Company.

"The South Staffordshire Waterworks Amendment Act, 1857" (in this Act referred to as "the Act of 1857");

"The South Staffordshire Waterworks Amendment Act, 1864" (in this Act referred to as "the Act of 1864");

"The South Staffordshire Waterworks Act, 1866" (in this Act referred to as "the Act of 1866");

and under the powers of these Acts (which are herein-after referred to as "the recited Acts") or some of those Acts the Company are now supplying with water Burton-upon-Trent, Walsall, Wednesbury, Darlaston, Tipton, West Bromwich, Smethwick, Oldbury, Rowley Regis, Dudley, Netherton, Brierley Hill, and other places in Staffordshire and Worcestershire:

And whereas the share capital of the Company is fixed at four hundred thousand pounds, and their borrowing powers are limited to one hundred thousand pounds:

And whereas the trade and population within the limits of the Company's Acts have increased and are increasing; and it is expedient that the limits within which the Company may supply water be extended, and that they be empowered to obtain a further supply of water, and to construct additional reservoirs and other works:

And whereas the Company have expended upwards of four hundred thousand pounds; and it is expedient that they be autho-

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A.D. 1875. — rised to raise additional share and loan capital for the purposes of the recited Acts and of this Act :

And whereas the Company had originally power to supply with water the parish of Handsworth in the county of Stafford, but, pursuant to the powers contained in "The Birmingham Waterworks Act, 1870," the right of supplying that parish has been transferred to, and is now wholly vested in, the Company of Proprietors of the Birmingham Waterworks :

And whereas questions have from time to time arisen respecting the possibility of the Company giving a supply of water to all parts of the municipal borough of Walsall at such a pressure as would make the water reach the top storey of the highest houses therein, and the Company admit that the powers of this Act when put into execution will make the giving of such a supply possible, and they are willing to come under an obligation to give such a supply accordingly after the lapse of a fixed time from the passing of this Act or sooner if circumstances allow :

And whereas plans and sections describing the lines, situations, and levels of the intended works, and the lands which may be taken for the purposes thereof, and a book of reference to those plans containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of such lands, were deposited in the month of November last with the respective clerks of the peace for the counties of Stafford and Worcester, and are in this Act respectively referred to as the deposited plans, sections, and book of reference :

And whereas it has been agreed between the Company and the parties named in the agreement, whereof a copy is set forth in the Schedule (A.) to this Act, that the Company should substitute for the site shown upon the plans deposited in November in respect of this Act as the site of the Hednesford Pumping Station a pumping station upon certain land in the parish of Rugeley, and that they should make such alterations in their proposed aqueducts as are shown on the plans herein-after referred to :

And whereas plans and sections of such substituted works, and of the aqueduct or main pipe to connect the same with the reservoir by this Act authorised to be constructed on the Hednesford Hills, and of the alterations proposed to be made in the aqueducts which are designated respectively upon the plans deposited in November as Nos. 2 and 3, together with a book of reference to the plans containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands included within the limits of deviation shown on the said plans, were deposited on

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the thirteenth day of May one thousand eight hundred and seventy-five with the clerk of the peace for Staffordshire : A.D. 1875.

And whereas it is expedient that the Company should have power to construct such new or substituted works :

And whereas it is expedient that the powers of the Company be in various respects enlarged, and that the Acts relating to the Company be in divers particulars amended and enlarged :

And whereas the objects aforesaid 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 be cited as "The South Staffordshire Waterworks Act, 1875," and this Act and the recited Acts shall be construed together as one Act, except so far as such construction would be inconsistent therewith or repugnant thereto. Short title.

2. "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869 ;"
"The Waterworks Clauses Acts, 1847 and 1863 ;" Provisions of certain general Acts incorporated.

The provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the temporary occupation of lands near the railway during the construction thereof, so far as the same are applicable for the purposes of this Act ; and in construing the provisions of the said Act of 1845 the expression "the railway" shall mean the works by this Act authorised ;

The clauses and provisions of "The Companies Clauses Consolidation Act, 1845," with respect to—

The distribution of the capital of the Company into shares :

The transfer 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 :

The consolidation of shares into stock :

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The making of dividends :

The giving of notices :

The provision to be made for affording access to the special Act by all parties interested :

And also Parts I., II., and III. of "The Companies Clauses Act, 1863," relating respectively to the cancellation and surrender of shares, to additional capital, and to debenture stock, are (except where expressly varied by or inconsistent with this Act) incorporated with and form part of this Act.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction ; and for the purposes of this Act the expression "superior courts," or "courts of competent jurisdiction," or any other like expression in this Act, or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Plans deposited in May to be part of deposited plans.

4. The plans and other documents deposited as aforesaid in the month of May shall be kept by the clerk of the peace for the county of Stafford with the other plans deposited for the purposes of this Act, and shall, for the purposes of this Act and for all other purposes, be deemed to form part of the deposited plans.

Power to make new waterworks according to deposited plans.

5. The Company may, subject to the provisions of this Act, make and maintain the reservoirs, aqueducts, and other works herein-after described in the line and situation and on the levels and upon the lands delineated on the deposited plans, and described in the deposited book of reference, and defined on the deposited sections, and may enter upon, take, purchase, and use such of the lands mentioned in the said plans and book of reference, and any easement, right, or privilege in or over the same, as the Company may deem necessary for the purposes aforesaid and of their undertaking ; and the Company may take, use, and appropriate for the purposes of the works authorised by this Act, and of the existing and authorised works of the Company, all waters found in, on, or under any of the lands for the time being belonging to the Company : Provided always, that nothing in this Act contained shall enable the Company to purchase or acquire any of the properties in the township of Hednesford in the parish of Cannock numbered respectively 1 to 12, both inclusive, upon the deposited plans.

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works Act, 1875.

6. The works shown on the deposited plans which the Com- A.D. 1875.
pany may, subject to the provisions of this Act, make and maintain Description
are the following: of works.

1. A well or pumping shaft and a pumping station in the township of Huntington in the parish of Cannock, and which said well or pumping shaft and pumping station are herein-after called "the Huntington Pumping Station:"
2. An aqueduct or main pipe (No. 1) commencing at the Huntington Pumping Station, and terminating by a junction with the aqueduct or main pipe (No. 2) herein-after described:
3. A well or pumping shaft and a pumping station in the parish of Rugeley, and which said well or pumping shaft and pumping station are herein-after called "the Rugeley Pumping Station:"
4. An aqueduct or main pipe (No. 2A) commencing at the Rugeley Pumping Station, and terminating in the township of Hednesford in the parish of Cannock by a junction with the aqueduct or main pipe (No. 2) by this Act authorised:
5. A reservoir in the said township of Hednesford and parish of Cannock, on the Hednesford Hills, at or near the summit of such hills:
6. An aqueduct or main pipe (No. 2) commencing by a junction with the aqueduct (No. 2A) in the said township of Hednesford, and terminating in the well of the Company at their pumping station situate at Wood Green, in the parish of Wednesbury in the county of Stafford:
7. An aqueduct or main pipe (No. 3) commencing from and out of the aqueduct or main pipe (No. 2), and terminating in the before-mentioned intended reservoir on the Hednesford Hills:
8. An aqueduct or main pipe (No. 3A) commencing in the said township of Hednesford by a junction with the aqueduct or main pipe (No. 3), and terminating in the said township by a junction with the aqueduct or main pipe (No. 2):
9. A reservoir in the parish of Rowley Regis in the county of Stafford, near the mansion house in the village of Rowley Regis, called and known as Rowley Hall:
10. An aqueduct or main pipe (No. 4) commencing from and out of the said last-mentioned reservoir, and terminating in Oldbury in the parish of Halesowen.

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Limits of deviation.

7. In the construction of the works authorised by this Act the Company may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plans, and where on any street or road no such limits are shown the boundaries of such street or road shall be deemed to be such limits, and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding in the case of the reservoirs three feet upwards and five feet downwards, and in the case of all other works to any extent not exceeding ten feet: Provided always, that the Company shall not construct any embankment or wall of the reservoirs of a greater height above the general surface of the ground than that shown in each case on the deposited sections.

Confirming agreement with Marquess of Anglesey and others.

8. The agreement entered into between the Company of the one part, the Right Honourable the Earl Sydney, the Most Honourable the Marquess of Anglesey, and the Cannock and Rugeley Colliery Company, Limited, of the other part, a copy of which is scheduled to this Act, is hereby confirmed and declared binding upon the parties thereto, and full force and effect shall and may be given thereto accordingly.

Application of rentcharge of 300*l.* per annum to be paid for purchase of land in the Marquess of Anglesey's settled estates.

9. The rentcharge of three hundred pounds per annum to be paid by the Company for the purchase of the land forming part of the settled estates of the Marquess of Anglesey, and required for the purposes of the reservoir described in sub-section 4, clause 6, of this Act, and mentioned in article 5 of the agreement scheduled to this Act, shall be applied as follows; (that is to say,) the said annual rentcharge shall be paid to the Earl Sydney, or other the trustee or trustees for the time being of the said settled estates, or as he or they may direct, and his or their receipt for the same shall be a sufficient discharge to the Company in respect thereof, and for the purposes of this Act the said Earl Sydney, or other the trustees or trustee for the time being of the said settled estates, shall be considered a party or parties under disability within the meaning of section 2 of "The Lands Clauses Consolidation Acts Amendment Act, 1860."

Powers for compulsory purchases limited.

10. The powers of the Company for the compulsory purchase of lands for the purpose of this Act shall not be exercised after the expiration of three years from the passing thereof.

Period for completion of works.

11. If the works authorised by this Act are not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for executing the same, or in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

12. The Company may from time to time, for the purposes of their undertaking, purchase by agreement, in addition to lands which they are authorised to take by compulsion, any lands not exceeding in the whole ten acres.

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Power to take additional lands by agreement.

13. Persons empowered by "The Lands Clauses Consolidation Act, 1845," or otherwise enabled to convey or release lands, may, subject to the provisions of that Act and of "The Lands Clauses Consolidation Acts Amendment Act, 1860," and of this Act, grant to the Company, for the purposes of this Act or of the recited Acts, any term, estate, easement, interest, right, or privilege (not being an easement of water) in, over, affecting, or belonging to such lands, at a yearly rent or otherwise; and the provisions of those Acts with respect to lands and rentcharges shall, so far as the same are applicable in that behalf, extend and apply to such grants, easements, rights, and privileges.

Power to take easements, &c.

14. The provisions contained or referred to in the Act of 1853 and the Act of 1866 for the protection of the works of the London and North-western Railway Company, the South Staffordshire Railway Company, the Company of Proprietors of the Birmingham Canal Navigations, and of the Birmingham and Staffordshire Gas-light Company, or any of those companies, shall extend and apply to the works by this Act authorised or to be executed in exercise of the powers of this Act in the same manner as if such provisions, so far as they are applicable, were re-enacted in this Act in reference to such respective works.

Extending to Act certain protective clauses of recited Acts.

15. Notwithstanding anything in the recited Acts or this Act, from and after the end of five years from the passing of this Act, or from and after the end of three months next after the completion and beginning of use for purposes of supply of either of the pumping stations and works connected therewith by this Act authorised (whichever of those two periods first arrives), section thirty-five of "The Waterworks Clauses Act, 1847," and all provisions of that Act relative thereto, shall have full operation as far as regards the whole of the municipal borough of Walsall and the supply of water thereto by the Company.

Constant supply after five years to whole borough of Walsall.

16. For protection of the corporation of Walsall the Cannock District Gas Company, Limited, and the Hednesford Gas Company, Limited, respectively, and of their respective gas mains and pipes, sections 18, 19, 20, 21, and 23 of "The Railways Clauses Consolidation Act, 1845," shall be incorporated with and form part of this Act; and for the purposes of this Act "the railway" in those

For protection of the corporation of Walsall and others in respect of gasworks.

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For protection of the corporation of Walsall.

17. No works connected with the laying down of mains in the streets under the charge of the council of the borough of Walsall, and within the limits of the town of Walsall, shall in any manner be commenced under the powers in this Act contained until the expiration of three days notice in writing of the intention to commence such works shall have been left at the office of the town clerk of the said borough, or shall have been delivered to the surveyor of such council, and the opening of the said streets, or any of them, for the purpose of laying down or constructing such works, or for laying any pipe, and the re-making of such streets, and all other works of every description connected with the same respectively at any time hereafter to be performed by the Company or by any person authorised by them, shall be carried on and executed under the direction and superintendence and to the satisfaction of the said council or their surveyor; and in case in the laying down or construction of the works, or any of them, the Company shall do or cause any damage to the said streets, or any of them, or to any brick or other drain, sewer, cesspool, water channel, or other convenience connected therewith, or any of them, and shall not forthwith proceed to repair and make good such damage to the satisfaction of the said council or their surveyor, or if by reason of the laying down or construction of any of the works hereby authorised or required to be constructed by the Company any alteration of the said streets, or any of them, or of the drains, sewers, cesspools, or water channels connected therewith, shall in the judgment of the said council or their surveyor be rendered necessary, then and in any of such cases it shall be lawful for the surveyor of such council to cause all such repairs and alterations to be made as the said council or their surveyor shall think fit; and all costs and expenses of such repairs and alterations shall be paid on demand by the Company, or, in default of payment for twenty-one days after demand, may be recovered by the said council, as the case may be, from the Company, with full costs of suit, in any of Her Majesty's courts of record at Westminster.

Traffic not to be stopped during the performance of the works in the streets.

18. The Company shall not at any time during the progress of laying down or constructing the works hereby authorised, or of performing any other works connected with the said streets, shut up or in any way impede the public traffic along more than one half in width of any of the said streets at any one and the same time.

19. The Company shall and they are hereby required, at their own expense, to do and perform all such acts and things in the way of watching, lighting, and fencing, and all such other precautionary measures, during the progress of the works hereby authorised, or of any other works connected with the said streets under the powers of this Act, as shall be necessary and requisite for public safety, convenience, and protection, and the Company shall be answerable for all accidents and damage which may happen by reason or in consequence of any of their works.

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Precautions
to be taken
during the
performance
of the works
in the streets.

20. If by reason of any of the works by this Act authorised the supply of water in Hednesford Pool or in any springs (if any) supplying or supplied from the same shall be in any way abstracted, lessened, or diminished, the Company shall make full compensation to the owners for the time being of the mills called Wedges Mills for the damage which may thereby be occasioned to the said mills, such compensation in case of difference to be determined by arbitration in the manner prescribed by "The Lands Clauses Consolidation Act, 1845."

For protec-
tion of Mr.
Burnett.

21. For the protection of Edward Richard Baron Hatherton (in this Act called "Lord Hatherton"), and his heirs, successors in estate, executors, administrators, and assigns, the following provisions shall (notwithstanding anything in this Act) have effect; (that is to say,)

For protec-
tion of Lord
Hatherton's
estate.

(1.) In lieu of the Huntington Pumping Station being placed in the position shown on the deposited plans, a pumping station, to be called the Huntington Pumping Station, shall be placed in such position within the limits of deviation shown on the deposited plans as Lord Hatherton and the Company agree on, and the powers and provisions of this Act shall apply to the substituted Huntington Pumping Station, and to the well or pumping shaft forming part thereof, as if that station were shown on the deposited plans instead of the Huntington Pumping Station thereon shown:

(2.) The Company may by agreement lay and maintain in and under lands belonging or reputed to belong to Lord Hatherton, his heirs or successors in estate, a pumping main between the Huntington Pumping Station and any tank or reservoir constructed by them on Huntington Hill in the township of Huntington aforesaid, and they may from time to time enlarge the main according to the size of that tank or reservoir, and they shall have full and free access to the lands belonging or reputed to belong to Lord

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Hatherton, his heirs or successors in estate, through which the main is laid, for purposes of maintenance, repair, alteration, or enlargement thereof, and for the construction, maintenance, and repair of the tank or reservoir :

(3.) The Company may from time to time, if and as they think fit, drive headways in the drift, pebble beds, and conglomerates lying above the coal measures under lands belonging or reputed to belong to Lord Hatherton, his heirs or successors in estate, for a distance not exceeding one thousand yards in every or any directions from any part of the Huntington Pumping Station ; but nothing in this section shall take away, abridge, or prejudicially affect any right, interest, or power of any person in respect of any mines of coal, ironstone, or other minerals under those lands :

(4.) Notwithstanding anything in this Act, the Company shall not by virtue of this Act take any land belonging or reputed to belong to Lord Hatherton, his heirs or successors in estate, otherwise than by agreement.

Supply of water to Lord Hatherton's houses, &c.

22. If at any time Lord Hatherton, his heirs, successors in estate, executors, administrators, or assigns, is or are desirous of obtaining a supply of water for domestic or agricultural or other purposes for the use of Teddesley Hall and Hatherton Hall, or either of them, or for the use of the home farm and agent's or bailiff's houses and workmen's cottages and gardens occupied with either of them, or for his or their farms and cottages at Huntington, or any of them, he or they may lay pipes therefrom respectively to the nearest point of the Company's system of supply, and thereupon and always thenceforth the Company shall gratuitously and at their own expense deliver into those pipes a supply of water of such quality and at and during such times as they supply water to their customers at or from the Huntington Pumping Station.

Extension of limits for supply of water.

23. The limits within which the Company may supply water shall, from and after the works by this Act authorised are constructed, extend to and include, in addition to the parishes, townships, and places within the present authorised limits of supply of the Company, the parish of Cannock in the county of Stafford ; and the Company may for the purposes of such supply exercise within such extended limits the same powers, and with regard to the supply of water under pressure with the same exemptions and qualifications, as they are authorised to exercise and possess within the limits of the Act of 1853 and the Acts of 1857, 1864, and 1866.

24. The transfer by the Company to the Company of Proprietors of the Birmingham Waterworks of their powers as to the parish of Handsworth in the county of Stafford is hereby confirmed, and that parish shall be within the said company of proprietors limits of supply, but not within those of the Company.

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Confirming transfer by Company of powers as to Handsworth.

25. The Company may from time to time raise by the creation of new shares or new stock, in addition to any sums which they have raised and are authorised to raise under and by virtue of the recited Acts, or any of the recited Acts, or any other Act, any sum or sums of money not exceeding in the whole two hundred thousand pounds.

Power to raise additional money by the creation of new shares.

26. Such additional capital may be raised by means of new ordinary shares or new ordinary stock, or new preference shares or new preference stock, or partly by one mode and partly by the other, as the Company from time to time think fit: Provided always, that no share or stock shall be issued by the Company, or shall vest in the person accepting the same, until not less than twenty per centum on the nominal amount thereof shall have been paid thereon.

Mode of raising new capital.

27. Except as by or under the provisions of this Act otherwise provided, the capital so to be raised by the creation of new shares or stock shall be considered as part of the general capital of the Company, and, according to the amount from time to time paid up thereon, so much of the new capital as shall be raised by ordinary shares shall confer the like rights of voting and qualification as the original capital of the Company.

New shares to be considered same as original shares.

28. The Company shall not in respect of any one year make out of their profits any larger dividend on the additional share capital to be raised under the powers of this Act, or on any part thereof, than seven pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as ordinary capital, or six pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as preference capital.

Limit of dividend on new capital.

29. The Company may from time to time borrow on mortgage additional sums not exceeding in the whole fifty thousand pounds in respect of the additional capital of two hundred thousand pounds by this Act authorised to be raised: Provided, that in respect of every twenty thousand pounds of such additional capital created and subscribed for, issued and accepted, and one half whereof shall have been paid up, the Company may borrow a sum or sums not exceeding in the whole five thousand pounds; but no part of any of the before-mentioned sum of fifty thousand pounds shall

Power to borrow on mortgage

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As to conversion of borrowed money into capital.

30. The Company shall not have power to raise the money by this Act authorised to be borrowed on mortgage, or any part thereof, by the creation of shares or stock instead of borrowing, or to convert into capital the amount borrowed under the provisions of this Act, unless in either case all dividends upon the shares or stock, whether ordinary or preferential, are limited to a rate not exceeding five pounds per centum per annum.

Priority of mortgages over other debts.

31. All money raised or to be raised by the Company on mortgage or debenture stock under the provisions of this Act shall have priority against the Company and the property from time to time of the Company over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act: Provided always, that this priority shall not affect any claim against the Company or their property in respect of any rent-charge granted or to be granted by them in pursuance of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company in pursuance of any Act relating to the Company which is entitled to rank in priority to or *pari passu* with the

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interest on their mortgages or debenture stock, nor shall anything in this section contained affect any claim for land taken, used, or occupied by the Company for the purposes of the Company's undertaking and works, or injuriously affected by the construction thereof, or by the exercise of any powers conferred on the Company.

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32. The mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the time of the passing of this Act, shall, during the continuance of such mortgages and bonds, have priority over any mortgages granted by virtue of this Act; but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Former mortgages and bonds to have priority.

33. 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. In order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Arrears may be enforced by appointment of a receiver.

34. The Company may apply to the purposes of this Act any of the moneys which they have now in their hands, or which they have power to raise by virtue of any Acts relating to the Company, and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Power to apply corporate funds to purposes of Act.

35. The Company may create and issue debenture stock subject to the provisions of Part III. of "The Companies Clauses Act, 1863;" but, notwithstanding anything therein contained, the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Debenture stock.

36. All moneys raised by the Company under this Act, whether by shares, stock, debenture stock, or borrowing, shall be applied for the purposes of this Act and for the general purposes of the Company.

Application of moneys.

37. If any money is payable to a holder of shares or stock in the Company being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Receipt clause in case of persons not *sui juris*.

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Company
not to pay
dividends
exceeding
six per cent.
unless they
charge rates
under Act of
1853 for
domestic
purposes in
former dis-
trict of
Dudley
Waterworks
Company.

38. The Company shall not in any year declare a dividend on any portion of their present ordinary share capital exceeding six per centum per annum, nor shall they pay any portion of the deficiency on back dividends, nor pay a dividend exceeding six per centum per annum on any part of the new share capital by this Act authorised, unless from and after the passing of this Act a supply of water for domestic purposes be furnished by the Company in the several parishes of Sedgley and Tipton in the county of Stafford, and the borough of Dudley in the county of Worcester, respectively, in accordance with the provisions of sections 34 and 39 of "The South Staffordshire Waterworks Act, 1853," and at rates not exceeding those specified in those sections, but subject to the provisions of section 21 of "The South Staffordshire Waterworks Amendment Act, 1864," anything in this Act or the recited Acts, or in "The Dudley Waterworks Company's Act, 1834," to the contrary notwithstanding: Provided, that until such supply be afforded as aforesaid the Company shall not charge any rate or rates for water in the several places aforesaid exceeding those charged by them on the first day of April one thousand eight hundred and seventy-five in such places respectively.

Expenses of
Act.

39. 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.

SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made the 28th day of April 1875, between the South Staffordshire Waterworks Company (herein-after called "the Company") of the one part, and the Right Honourable John Robert Earl Sydney (herein-after called "the said Earl"), the Most Honourable Henry William George Marquess of Anglesey (herein-after called "the said Marquess"), and the Cannock and Rugeley Colliery Company, Limited (herein-after called "the colliery company,") of the other part.

WHEREAS a Bill has been introduced into Parliament, and is now pending, for authorising the Company to extend their works and limits of supply, and for other purposes, and power is thereby sought to authorise the Company to make and maintain certain reservoirs, aqueducts, and other works described in the said Bill, and to enter upon, take, purchase, and use such of the lands mentioned in the deposited plans and book of reference, and any easement, right, or privilege in or over the same, as the Company may deem necessary for the purposes aforesaid and of their undertaking, and to take, use, and appropriate for the purposes of the works proposed to be authorised by the said pending Bill and of the existing and authorised works of the Company, all waters found in, on, or under any of the lands for the time being belonging to the Company :

And whereas among other works proposed to be authorised are those described in sub-sections 3, 4, 5, and 6 of clause 6 of the said proposed Bill, the greater portion of which are intended to be constructed on lands to which the parties hereto of the second part are entitled, or in which they have respectively an estate or interest ; and, considering that the proposed Bill in its present form will be deleterious and otherwise injuriously affect their said several estates and interests in the property, rights, and easements so sought to be acquired by the Company, they have hitherto opposed the said Bill, but have consented to withdraw such opposition upon the terms and conditions herein-after mentioned :

Now, therefore, the Company, for themselves, their successors and assigns, of the one part, hereby covenant with the said Earl and the said Marquess, and with each of them, and with the heirs, executors, administrators, and assigns of each ; and also as and by way of separate and independent covenant with the colliery company, their successors and assigns, and the said Earl for himself, his heirs and assigns, and the said Marquess for himself, his heirs, executors, administrators, and assigns, and the colliery company for themselves, their successors and assigns, hereby severally covenant with the Company, their successors and assigns ; each of the said parties hereto, however, covenanting for his and their own acts, deeds, and defaults only, and the acts, deeds, and

A.D. 1875. defaults of his or their respective heirs, executors, administrators, successors, and assigns, as the case may be, only, in manner following; (that is to say,)

1. The Company shall at once abandon sub-section 3, clause 5, and withdraw the same from the said Bill.

2. In lieu of the Hednesford Pumping Station mentioned and defined in sub-section 3, clause 5, and now abandoned, the Company shall substitute a well or pumping shaft and a pumping station at or near the point marked A. in the parish of Rugeley in the county of Stafford on the map or plan hereunto annexed.

3. The Company may, during the period of six months from the date of this agreement, enter on the land intended for the site of the substituted pumping station, and there sink wells, make bore-holes, and do such other acts and works as may be necessary to enable them to ascertain the quality and probable quantity of the water to be found therein; and if, at or before the end of that period, they shall be of opinion that the water which may be obtained under the powers of this agreement is not sufficiently pure for domestic supply, or sufficiently abundant in quantity for the purposes they require, the Company may, by a notice under the hand of their secretary addressed to the said Earl, the said Marquess, and the said colliery company, and left for the said Earl and the said Marquess respectively at their respective usual places of abode, or with their respective authorised agents or solicitors in the matter of the said petition, and as regards the said colliery company at its registered office and usual place of business, put an end to this agreement; and on the service and receipt of such notice as aforesaid, this agreement, and every matter therein contained, except as to the payments to be made by the Company under the 10th article of this agreement, shall cease and be void.

4. For the purposes of the proposed reservoir described in sub-section 4, the Company, if they elect to give effect to this agreement, will purchase the portion of land forming part of the said Marquess's settled estates delineated on the said map or plan hereunto annexed, and thereon coloured red, containing about eighteen acres, with a right of way thereto for all purposes, and the right of laying and maintaining a main or mains therefrom towards Cannock, as shown on the Company's deposited plans, and shall, within seven months from the passing of the said proposed Bill into a law, give the necessary notices to treat under the eighteenth section of "The Lands Clauses Consolidation Act, 1845," to all persons or corporations interested therein.

5. The price or consideration to be paid by the Company to the said Earl and the said Marquess for the said lands and the privileges mentioned in this agreement shall be a perpetual annual rentcharge of £300 per annum, charged upon the rates and property for the time being of the Company.

6. The Company may, either by clauses to be inserted in the said pending Bill on a petition for additional provision, or by an application to Parliament in the next ensuing session, seek for powers to lay down mains from the proposed substituted pumping station to the proposed reservoir mentioned in sub-section 4 of the said proposed Bill, in or near the course shown by the blue line drawn on the said plan, provided that such mains shall not in any way interfere with any of the existing works of the colliery company; and the said parties

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works Act, 1875.

hereto of the other part will not, nor will either of them, oppose any such application, but will give all necessary consents, so as to assist the Company in obtaining such powers.

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7. If the Company elect to give effect to this agreement, they may from time to time, if and as they think fit, drive, make, and maintain levels and headways in the drift, pebble beds, and conglomerates lying above the coal measures, and between such measures and the surface of the ground, on the lands forming part of the Anglesey settled estates, for a distance not exceeding one thousand yards in every or any direction from any part of the well or shaft at the said substituted pumping station, so as to bring water to such well or shaft; but no such driving to the south shall be continued beyond or shall pass through the fault which runs or is supposed to run from Cooper's Lodge to the head of Baland's Pool. Nothing in this section shall take away, abridge, or prejudicially affect any right, interest, or power of any person in respect of any mines of coal, ironstone, fireclay, limestone, or other minerals under the said lands lying below the said drift, pebble beds, and conglomerates.

8. No person or persons entitled to the Anglesey settled estates shall at any time or times hereafter grant to any waterworks company, local board of health, or other sanitary authority, canal company, or other person or body of persons requiring water to be pumped and conveyed away for any purpose, privileges similar to those stipulated for in this agreement, in such manner that any privileges so granted should be exerciseable within the distance of one thousand yards from the said substituted pumping station in any direction, unless in any case the Company by writing under their common seal first consent to the grant thereof, or unless the Company, after notice, shall refuse or fail to provide and give such water supply as is next herein-after mentioned, or unless compulsory powers in that behalf are obtained from Parliament.

9. Provided always, that if the owners or occupiers of that part of the Anglesey settled estates in the said parish of Rugeley which lies within the said prescribed limits of one thousand yards shall require a supply of water for domestic or sanitary purposes, and shall be willing to take such supply at the rates and charges mentioned in and subject to the provisions of the Company's special Acts and the Acts incorporated therewith, and if such owners or occupiers shall give notice thereof to the Company and tender to the Company such an agreement in relation to such supply as is mentioned in the thirty-sixth section of "The Waterworks Clauses Act, 1847," and the Company shall refuse, and for the space of six months after the receipt of such notice and tender of such agreement shall neglect, to lay down pipes and provide such supply of water, then the person or persons entitled to the said Anglesey settled estates may, without the consent of the Company, make such grant to any person or company willing to provide such supply of water to those owners and occupiers.

10. The Company shall and will bear, and within three months from the date of this agreement pay and discharge, all the legal, engineering, surveying, parliamentary, and other costs, charges, and expenses of the said Earl, the said Marquess, and the said colliery company incurred by them respectively in and incidental to the said oppositions, and to the preparation and execution of this agreement,

[Ch. clxxxvi.] *The South Staffordshire Water-works Act, 1875.* [38 & 39 VICT.]

A.D. 1875. and in and incidental to the preparation and execution of any deed or conveyance for giving effect thereto, or otherwise in relation to the subject of this agreement.

11. In consideration of the foregoing articles the said parties hereto of the second part will no longer oppose the said Bill.

In witness whereof the Company and the colliery company respectively have hereunto affixed their respective common seals, and the said Earl and the said Marquess respectively have hereunto set their respective hands and seals the day and year first above written.

The seal of the South Staffordshire Waterworks Company was affixed to this agreement, in the presence of

HENRY M. WAINWRIGHT,
Solicitor,
Dudley.



Seal of the
South Stafford-
shire Water-
works
Company.

Signed, sealed, and delivered by the above-named John Robert Earl Sydney, in the presence of

JOHN MOXON,
2, Tanfield Court,
Temple, London.

SYDNEY.



L.S.

Signed, sealed, and delivered by the above-named Henry William George Marquess of Anglesey, in the presence of

JAS. S. NASH,
Clerk to Messieurs Horn and Murray,
2, Berkeley Street, Piccadilly,
Solicitors.

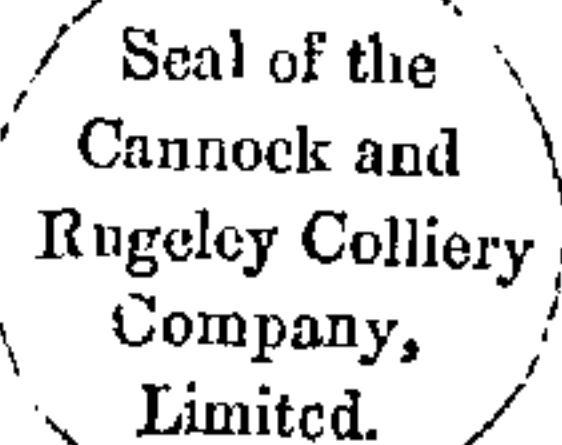
ANGLESEY.



L.S.

The seal of the above-mentioned colliery company was affixed, and the above agreement signed, by Thos. J. Birch and Samuel Timmis, two of the directors of the said colliery company, in the presence of

JAMES WILLIAM GARDNER,
Rugeley.



Seal of the
Cannock and
Rugeley Colliery
Company,
Limited.

THOS. J. BIRCH,
SAMUEL TIMMIS,
Directors.