



ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. cccxxiv.

An Act to make Provision for the Assessment of Damages claimed against the *Sheffield Waterworks Company* in consequence of an Inundation caused by the giving way of the Embankment of One of the Reservoirs of the Company, and to enable the Company to raise further Money, and to increase their Water Rents; and for other Purposes. [29th July 1864.]

WHEREAS the Company of Proprietors of the *Sheffield Waterworks* (hereafter in this Act called the Company) are incorporated and empowered under the several Acts now in force, described in the First Schedule to this Act, for the Purpose of making Reservoirs and Works and supplying Water to the Town and Parish of *Sheffield*: And whereas in the Month of *March* One thousand eight hundred and sixty-four the Embankment of a Reservoir situate on the upper Waters of the River *Loxley*, which was being constructed by the Company, gave way, and an Inundation ensued in the Valleys of the Rivers *Loxley* and *Dun*, extending into

[*Local.*]

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and

*The Sheffield Waterworks Act, 1864.*16 & 17 Vict.
c. xxii.

and below the Town of *Sheffield*: And whereas the Company's Act of 1853 contains a Provision (Section Sixty-eight) in the Words following; namely,

“That the said Company (meaning the Company of Proprietors of the *Sheffield Waterworks*) shall and they are hereby required from Time to Time and at all Times for ever hereafter to pay and make good to the Owners, Lessees, and Occupiers of all Mills, Manufactories, Buildings, Lands, and Grounds, and to every Person whomsoever, all Loss, Costs, Charges, Sum and Sums of Money, Damages, and Expenses whatsoever, and for all Injury, of what Nature or Kind soever, as well immediate as consequential, which such Owners, Lessees, or Occupiers, or other Persons may suffer, incur, pay, expend, or be put unto by reason or in consequence of the Failure or giving way of the Reservoirs, Embankments, Watercourses, or other Works of the said Company:”

And whereas it is apprehended that Claims to a very considerable Amount will be made against the Company for Damages in consequence of the said Inundation, in respect of Injury, immediate or consequential, to Property or to Trade or Business, or in respect of bodily Injury, or in respect of Loss of Life: And whereas it would be for the Advantage of Claimants of Damages, as well as of the Company, if Arrangements were made under which (in case of Difference) the Amount of Damages (if any) payable to the several Claimants might be assessed by Commissioners specially appointed for the Purpose: And whereas by the Company's Act of 1853 an Obligation was imposed on the Company of causing a certain Supply of Water to flow down the River *Loxley* by way of Compensation to Millowners and others in respect of Water to be abstracted under the Powers of that Act from the River *Loxley* and the Brooks and Streams uniting therewith: And whereas it is expedient to enable the Company to agree with such of the Parties interested in the said Supply and Flow of Water as are Owners, Lessees, or Occupiers of Mills or Works on the River *Loxley*, and may be willing to sell the same, to purchase their entire Interest in such Mills or Works, and to enable the Company to purchase such entire Interest accordingly: And whereas the State of the ordinary Capital of the Company was lately such as is shown in the Second Schedule to this Act: And whereas the State of the Mortgage Debt of the Company, and of the Shares created by the Company for the Redemption of Mortgage or Bond Debt, was lately such as is shown in the Third Schedule to this Act: And whereas it is expedient that, to enable the Company to meet any Claims for Damages that may be established against them in consequence of the said Inundation, and for other Purposes, the Company be authorized to raise a further Sum of Money: And whereas the better to enable the Company to give Security for such

Part

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Part of that Sum as they raise on Mortgage or Annuity, it is expedient that the Scale of Water Rents which the Company are authorized to charge be raised within a reasonable Time after the passing of this Act: And whereas, under the Company's Act of 1853 (Section Seventy-six), the Time limited for the Completion of the Works of the Company by that Act authorized was Ten Years from the passing of that Act, and by the same Act (Section Eighty-four) it was provided that the Water supplied by the Company need not be constantly laid on under Pressure, in other Pipes than the Main Pipes of the Company, until the Expiration of Ten Years from the passing of that Act, and then only if required by the Council of the Borough of *Sheffield*: And whereas by the Company's Act of 1860 (Section Nineteen) the Time limited by Section Seventy-six of the Company's Act of 1853 for the Completion of Works was extended for Ten Years, to be computed from the Expiration of the Period so limited: And whereas it is expedient that the Time during which the Company are exempted from the Obligation of keeping the Water supplied by them constantly laid on under Pressure as aforesaid be extended: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Preliminary.

1. This Act may be cited as "The *Sheffield Waterworks Act, 1864.*" Short Title.

2. In this Act,—

The Term "Damages" (except where a more limited Meaning is given thereto expressly or by force of the Context) comprises such Money as the Company are liable under Section Sixty-eight of the Company's Act of 1853, or otherwise by Law, to pay in consequence of the said Inundation, in respect of Injury, immediate or consequential, to Property, or to Trade or Business, or in respect of bodily Injury, or in respect of Loss of Life:

Interpretation of Terms.

The Term "Property" means Property, Real or Personal, or of any other Kind whatever, and includes any Estate or Interest in Property:

The Term "Person" includes a Corporation Aggregate or Sole, and a Body of Trustees, Commissioners, or other Persons unincorporate:

The Term "the River *Dun*" means so much of the River *Dun* as is situate below its Junction with the River *Loxley* and within the Parish and Borough of *Sheffield*.

3. Where

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Computation
of Time.

3. Where by this Act any limited Time from or after any Date or Event is appointed or allowed for the doing of any Act or the taking of any Proceeding, in the Computation of such limited Time the same shall be taken as exclusive of the Day of such Date or of the happening of such Event, and as commencing at the Beginning of the next following Day, and the Act or Proceeding shall be done or taken at latest on the last Day of such limited Time according to such Computation.

Provision as
to Sundays,
&c. in Com-
putation of
Time.

4. Where the Time so limited as aforesaid expires on One of the following Days, namely, *Sunday, Christmas Day, or Good Friday*, any Act or Proceeding shall be considered as done or taken in due Time if it is done or taken on the next Day afterwards, not being One of the Days last specified.

Time of
Service by
registered
Letter.

5. Where under this Act any Notice or other Instrument is sent by Post in a registered Letter, the Service, Lodging, or Delivery thereof shall be considered as effected on the Day on which such Letter would be delivered in the ordinary Course of Post.

*The Com-
missioners.*

Sheffield
Inundation
Commis-
sioners con-
stituted.

6. There shall be a Body of Commissioners styled "*The Sheffield Inundation Commissioners*," for executing such of the Provisions of this Act as relate to the Assessment of Damages in the Cases mentioned in this Act (to which Body of Commissioners the Designation "*the Commissioners*" refers when hereafter used in this Act).

Chief Com-
missioner
and Two
other Com-
missioners.

7. There shall be a Chief Commissioner and Two other Commissioners.

First Chief
Commis-
sioner.

8. The Chief Commissioner shall be in the first instance *William Overend* Esquire, One of Her Majesty's Counsel.

Appoint-
ment of new
Chief Com-
missioner on
Vacancy.

9. If the First Chief Commissioner or any succeeding Chief Commissioner dies or resigns his Office, or becomes incapable of acting, before the Completion of the Duties of the Commissioners, a Barrister of not less than Fourteen Years Standing at the Bar shall be nominated Chief Commissioner in his Stead by the Lord Chief Justice of *England*, by Writing under his Hand, upon the Application of the surviving or continuing Commissioners or either of them, which Application shall be made within Seven Days after Information received by them or him of the Vacancy.

The First
Two other
Commis-
sioners.

10. The Two Commissioners other than the Chief Commissioner shall be in the first instance *John Jobson Smith* of *Sheffield* in the County of *York* Esquire and *Mansfeldt Forster Mills* of *Duckmanton* in the County of *Derby*, Estate Agent.

11. If

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11. If either of the said Two Commissioners other than the Chief Commissioner, or if any Commissioner nominated in the Stead of either of them or of any succeeding Commissioner other than the Chief Commissioner, dies or resigns his Office, or becomes incapable of acting, before the Completion of the Duties of the Commissioners, a fit Person shall be nominated in his Stead by the Chief Commissioner and the surviving or continuing Commissioner other than the Chief Commissioner, by Writing under their Hands, and in the event of their failing so to make such Appointment for the Space of Fourteen Days after the Death, Incapacity, or Resignation causing the Vacancy, then by the Justices of the Peace for the West Riding of the County of *York*, at General, Quarter, or Adjourned Sessions, held not sooner than Twenty-eight Days after such Death, Resignation, or Incapacity; but in any such Case the Chief Commissioner shall by Writing under his Hand nominate a fit Person to be a Commissioner in the meantime until the Nomination of a Commissioner as last aforesaid.

Appoint-
ment of
other Com-
missioners
on Vacan-
cies.

12. Every such Nomination made by the Justices of the Peace shall be made by Order of the Justices in Sessions, on the Application of the Company, and after hearing any Person being in the Opinion of the Justices interested in the proper Execution of the Duties to be performed under this Act by the Commissioners.

Mode of
Appoint-
ment at Ses-
sions.

13. The Company shall give public Notice of their Intention to make any such Application (specifying the Sessions at which they intend to make the same) by Advertisement inserted in Two Newspapers published within the Borough of *Sheffield* Seven Days at least before the Sessions at which the Application is intended to be made.

Notice of
Application
for Appoint-
ment at Ses-
sions.

14. The Company shall give public Notice of every Nomination of a new Chief or other Commissioner by Advertisement inserted in Two Newspapers published within the Borough of *Sheffield*.

Notice of
Appoint-
ment of new
Commis-
sioners.

15. Every Commissioner shall, before he enters on the Execution of the Duties of his Office, make and sign before a Justice of the Peace for the West Riding of the County of *York* or for the Borough of *Sheffield* a Declaration in the Form given in the Fourth Schedule to this Act, and shall deliver the same to the Clerk of the Commissioners.

Declaration
by Commis-
sioners.

16. The Commissioners shall have a Common Seal for sealing Instruments for the Purposes of this Act.

Common
Seal of Com-
missioners.

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Clerk to
Commis-
sioners.

17. The Commissioners shall appoint as their Clerk a fit Person, being an Attorney or Solicitor practising in the Borough of *Sheffield*, to assist them in the Execution of their Duties, who shall hold his Office during the Pleasure of the Commissioners, and in case such Clerk dies, resigns, or is dismissed from his Office, the Commissioners shall thereupon appoint as their Clerk some other fit Person, being an Attorney or Solicitor practising in the Borough of *Sheffield*, and so *toties quoties*.

Authentica-
tion of In-
struments.

18. Any Instrument purporting to be sealed with the Common Seal of the Commissioners, and to be countersigned by the Clerk of the Commissioners, shall be admitted in Evidence without Proof of such Seal or Signature.

Office of
Commis-
sioners.

19. The Commissioners shall have an Office within the Borough of *Sheffield* affording proper Accommodation for the Execution of their Duties and the Convenience of Persons interested resorting thereto; and every Clerk of the Commissioners shall, within Fourteen Days after his Appointment, give public Notice of the Place where such Office is situate by Advertisement inserted in Two Newspapers published within the Borough of *Sheffield*, and by the same Advertisement the Clerk shall give Notice that all Persons claiming to be entitled to Damages must make their Claims within the Time in that Behalf limited by this Act, or their Claims will be barred.

Sittings of
Commis-
sioners.

20. The Commissioners shall from Time to Time hold Sittings within the Borough of *Sheffield*, and not elsewhere, for the Purposes of this Act, at such Times as seem to the Commissioners necessary or expedient, and at such Sittings the Parties may be heard in person or by their Solicitors or Counsel.

Discretion of
Commis-
sioners as to
Publicity of
Sittings.

21. The Room or Place where the Commissioners hold any Sitting shall not be deemed an open Court, and they may, in their Discretion, order that no Person have Access to or be or remain in that Room or Place without their Consent or Permission, if in any Case it appears to them that the Truth of the Matters to be inquired into by them will be better arrived at by reason of their so doing; but nothing in this Act shall prevent the Commissioners holding, if they think fit, any Sitting in a Room or Place to which the Public may have free Access.

Remunera-
tion of Com-
missioners
and Clerk.

22. The several Commissioners and their Clerk shall receive such Remuneration for their respective Services under this Act as is specified in the Fifth Schedule to this Act, and such Remuneration shall in each Case be taken to include all travelling and other personal Expenses of the Commissioners and their Clerk.

23. The

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- 23.** The Remuneration of the Commissioners and their Clerk, and all Expenses of and incidental to the Execution of the Duties of the Commissioners, shall be paid by the Company. Expenses of Commission to be borne by Company.
- 24.** The Commissioners shall have the like Protection and Privileges in respect of any Act done or omitted to be done in execution or intended execution of their Duties as Justices of the Peace acting in execution of their Office have by Law. Protection of Commissioners.
- 25.** All Headboroughs, Constables, Bailiffs, and other Officers shall give their Aid to the Commissioners in the Execution of their Duties. Constables, &c. to aid.
- 26.** If in the Course of the Inquiry any Matter arises upon which the Commissioners desire to have the Advice or Opinion of any Person or Persons peculiarly conversant with such Matter, the Commissioners may, if they think fit, take the Advice or Opinion of such Person or Persons as they shall select, and all Costs and Charges thereby occasioned shall be defrayed by the Company: Provided always, that the Commissioners shall not be bound by such Advice or Opinion, but shall use their own Judgment in the Matter. Power for Commissioners to obtain Assistance.
- 27.** The Commissioners by Summons shall, on the Application of any of the Parties, require the Attendance before the Commissioners, at a Place and Time to be mentioned in the Summons, of any Claimant or of any Person to be examined as a Witness before them, and shall, on such Application as aforesaid, require all Claimants and other Persons to bring before the Commissioners all Books, Papers, and Writings in their Custody, Possession, or Control relating to the Matters to be inquired into by them, which Claimants or other Persons shall attend the Commissioners and answer all Questions touching the Matters to be inquired into, and bring and produce all such Books, Papers, and Writings required of them according to the Tenor of the Summons. Power to send for Persons and Papers.
- 28.** The Commissioners, or any One of them, may administer an Oath, or an Affirmation where an Affirmation in lieu of an Oath would be admitted in a Court of Justice, to any Claimant or other Person examined before them, and may take the Affidavit or Declaration of any Claimant or other Person. Power to Commissioners to examine on Oath, &c.
- 29.** If any Claimant or other Person on whom a Summons of the Commissioners is served, either personally or by Delivery at his last known or usual Place of Abode or Business, fails to appear before the Commissioners at the Time and Place therein specified without any just or reasonable Cause or Excuse, or if any Claimant or other Person
Person

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Person appearing before the Commissioners refuses to be sworn, or to make Affirmation (as the Case may be), or to make Answer to any Question put to him touching any Matter being inquired into by the Commissioners, or if any Claimant or other Person refuses to produce and show to the Commissioners any Paper, Book, or Writing in his Custody, Possession, or Control which the Commissioners deem necessary to be produced, every such Claimant or other Person shall for every such Offence be liable to a Penalty not exceeding Twenty Pounds: Provided that any Person so summoned, other than the Claimant in the Case, shall not be bound to obey the Summons, unless a reasonable Sum is first paid or tendered to him for his Costs and Expenses in that Behalf.

Penalty for false Evidence.

30. If any Claimant or other Person on Examination upon Oath or Affirmation before the Commissioners, or in any Affidavit or Declaration used before the Commissioners, wilfully gives false Evidence, he shall be deemed guilty of Perjury.

Penalty for disturbing Commissioners.

31. If any Person wilfully disturbs the Commissioners in the Execution of their Duties, he shall for every such Offence be liable to a Penalty not exceeding Five Pounds.

Forms of Claims, &c. in Schedule.

32. The Forms given in the Sixth Schedule to this Act shall be used for the respective Purposes in that Schedule specified, subject and according to the Directions in that Schedule contained, and with such Variations as Circumstances require; and the Terms "the *Sheffield Waterworks Company*" and "the Company," respectively used in or for the Purposes of any such Form, shall be taken to mean the Company of Proprietors of the *Sheffield Waterworks*.

Claims to be in Writing, &c.

33. Claims, Notices, and other Instruments lodged, issued, or used under this Act shall be in Writing or Print, or partly in Writing and partly in Print.

Summons, &c. to be sealed.

34. Notices, Summonses, and all Documents whatever issued by the Commissioners shall (except where it is otherwise in this Act provided) be sealed with the Common Seal of the Commissioners, and countersigned by the Clerk.

Mode of lodging Claims, &c.

35. Claims and other Instruments required to be lodged at the Office of the Commissioners shall, except where otherwise provided by this Act, be in duplicate, and may be delivered there by or on behalf of the Claimant or other Person lodging the same personally, or may be sent by Post in a registered Letter addressed to the Commissioners or their Clerk at the Office of the Commissioners.

36. Any

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36. Any Notice, Summons, or other Instrument, or Duplicate or Copy of an Instrument, required to be served by the Commissioners (except on the Company), or by the Company under this Act, may be served either personally or by being sent by Post in a registered Letter addressed to the Person intended to be served at his usual or last known Place of Abode or Business.

Mode of Service by Commissioners on Company.

37. Notices and other Instruments issued by the Company under this Act shall be signed by the Secretary or Solicitor, or One of the Directors of the Company, and every Notice or other Instrument so signed shall be binding on the Company.

Signature of Notices, &c. issued by Company.

38. Any Notice or other Instrument, or Duplicate or Copy of an Instrument, required to be served on the Company under this Act, may be served either by Delivery thereof at the Office of the Company, or by being sent by Post in a registered Letter addressed to the Company or to their Secretary or Solicitor, or One of their Directors, at the Office of the Company.

Mode of Service on Company.

39. The Commissioners may from Time to Time make and publish under their Hands and Common Seal such Rules as seem fit (not being inconsistent with the Provisions of this Act) for regulating Proceedings by and before the Commissioners.

Power for Commissioners to make Rules.

40. Any Person claiming to be entitled to Damages from the Company in consequence of the said Inundation may claim such Damages under and according to this Act; but if any Person does not claim such Damages under and according to this Act, he or any Person claiming through him shall not in any Manner or by any Means whatever recover Damages from the Company in consequence of the said Inundation, and the Right to recover any such Damages shall be absolutely barred.

Ascertainment of Damages.

Claims for Damages in consequence of Inundation to be made under this Act or be barred.

41. It shall not be necessary for the Claimant in any Case to show Negligence on the Part of the Company in order to establish his Title to Damages in consequence of the said Inundation.

Proof of Negligence unnecessary.

42. Any Person claiming Damages under this Act in consequence of the said Inundation shall, within Three Months after the passing of this Act, lodge a Statement of his Claim at the Office of the Commissioners, stating therein the Particulars of the Claim, and stating whether the Claim is made in respect of Injury to Property or to Trade or Business, or in respect of bodily Injury, or in respect of Loss of Life, and in the First Case (that is to say, the Case of Injury to Property or to Trade or Business,) stating also the Nature or Kind of the Injury: Provided always, that the Commissioners may, if they

Claim to be lodged at Office of Commissioners within certain Time.

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think fit, authorize or require the Alteration or Amendment of any such Statement, or authorize or require further or other Particulars to be lodged by the Claimant at the Office of the Commissioners, and the Commissioners shall within Seven Days after the Alteration or Amendment of such Statement, or after such further or other Particulars are lodged, serve a Duplicate or Copy of such altered or amended Statement or further or other Particulars upon the Company.

Power for
Commis-
sioners to
extend Time.

43. Provided, That in any Case the Commissioners may, if they think fit, on good Cause shown, after Notice served on the Company, allow a Claim to be lodged at any Time within the Period limited by this Act for the Determination of Claims and the Completion of the Assessment of Damages under this Act.

Extension of
Time for
recovering
for Injuries
under
3 & 4 W. 4.
c. 42.

44. If any Person who in consequence of the said Inundation suffered any Injury to his Real Estate within the Meaning of Section Two of the Act of the Session of the Third and Fourth Years of King *William* the Fourth, Chapter Forty-two, dies after the Expiration of Six Months from the Date of the said Inundation (whether before or after the passing of this Act), and before making any Claim in respect of such Injury, the Right to recover Damages in respect of such Injury shall not abate thereby, but a Claim in respect thereof may be lodged by and in the Names of his Executors or Administrators.

Claim for
bodily In-
jury or Loss
of Life to be
separate.

45. Any Claim for Damages in respect of bodily Injury or in respect of Loss of Life shall be made by a separate Instrument from that by which any Claim for Damages in respect of Injury to Property or to Trade or Business is made.

Register of
Claims.

46. The Commissioners shall keep a Book called the Register of Claims, in which the Name, Description, and Address of each Claimant and the Particulars of each Claim lodged shall be entered by the Clerk of the Commissioners.

Service of
Copy of
Claim on
Company.

47. The Commissioners shall, within Seven Days after each Claim is lodged, serve a Duplicate or Copy thereof on the Company.

Company to
assent to or
dissent from
Amount of
Claim.

48. Within One Month after Service of the Duplicate or Copy of a Claim, the Company shall lodge at the Office of the Commissioners a Notice stating their Assent to or Dissent from the Amount of Damages claimed, or to or from any Part thereof, and in case of Dissent stating what Amount of Damages (if any) they submit to pay in lieu of the Amount dissented from.

49. Within

The Sheffield Waterworks Act, 1864.

49. Within Seven Days after such Notice is lodged at the Office of the Commissioners they shall serve a Duplicate or Copy thereof on the Claimant.

Service of Notice on Claimant.

50. Within Fourteen Days after Service of the Duplicate or Copy of a Notice of Dissent wherein the Company submit to pay any Amount as aforesaid, the Claimant shall lodge at the Office of the Commissioners a Counter-notice, stating that he accepts or does not accept (as the Case may be) the Amount stated by the Company as that which they submit to pay in lieu of the Amount dissented from; and the Commissioners shall within Seven Days after such Counter-notice is lodged serve a Duplicate or Copy thereof on the Company.

Counter-notice of Acceptance or Nonacceptance by Claimant.

51. Where by any such Notice as aforesaid the Company state their Assent to the Amount of Damages claimed or to any Part thereof, and also where by any such Counter-notice as aforesaid the Claimant states his Acceptance of any Amount which the Company submit to pay as aforesaid, or where within the Period limited by this Act for the Company to lodge a Notice of Assent or Dissent as aforesaid the Company fail so to do, then and in every such Case the Commissioners shall make an Entry in the Register of Claims with reference to that Claim accordingly, and the Damages payable shall be deemed to be assessed at the Amount so assented to or accepted, so far as such Assent or Acceptance extends, or (as the Case may be) at the Amount in respect of which the Company have failed to state their Assent or Dissent as aforesaid; and every such Entry shall be signed by the Commissioners or Two of them.

Amount assented to or accepted to be assessed.

52. Where by any such Notice as aforesaid the Company state their Dissent from the Amount of Damages claimed, or from any Part thereof, and do not submit to pay any Amount of Damages in lieu thereof, or where by any such Counter-notice as aforesaid the Claimant states his Nonacceptance of any Amount which the Company submit to pay as aforesaid, then the Commissioners shall, so far as such Dissent or Nonacceptance extends, determine whether the Claimant is or is not entitled to any Damages whatever, and in case they determine that he is entitled to Damages they shall assess the same; and in case they determine that he is not entitled to Damages they shall thereupon dismiss his Claim.

Assessment by Commissioners in case of Dispute.

53. The Decision of the Majority of the Commissioners as to any Matter arising in the Investigation of any Claim, and as to the Title of any Claimant to recover any Damages whatever, and as to the Amount of Damages to be assessed on any Claim, shall be binding.

Majority of Commissioners to decide.

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Commissioners to enter Amount of Damages in Register of Claims.

54. The Commissioners shall, with reference to each Claim upon which Damages are assessed, enter in the Register of Claims the Amount at which such Damages are assessed, and the Entry shall be signed by the Commissioners or Two of them, and a Copy (but One Copy only) of such Entry shall, on Application, be issued by the Commissioners to the Claimant.

Dismissal of Claims.

55. The Commissioners shall, with reference to each Claim as to which they determine that the Claimant is not entitled to any Damages whatever, or as to which the Claimant fails to prosecute his Claim with Effect, enter in the Register of Claims a Memorandum of their Determination accordingly, and the Entry shall be signed by the Commissioners or Two of them, and a Copy of such Entry shall, on Application, be issued by the Commissioners to the Company, and shall be conclusive Evidence of the Dismissal of such Claim.

Provision for Death, &c. of Claimant before Assessment of Damages within Eight Months.

56. In case of the Death or Bankruptcy of a Claimant (claiming in his own Right), or the Marriage of a Female Claimant, at any Time before the Damages on the Claim have been assessed and entered in the Register of Claims (but within Eight Months from the passing of this Act), the legal personal Representative, Assignees, or Husband (as the Case may be) of the Claimant may continue the Proceedings relative to the Claim under and according to this Act; but if he or they fail so to continue the Proceedings, his or their Right, and the Right of all Persons claiming through the original Claimant, to recover Damages against the Company in consequence of the said Inundation, shall be absolutely barred.

Provision for Death, &c. of Claimant before Assessment of Damages after Eight Months.

57. In case of the Death or Bankruptcy of a Claimant (claiming in his own Right), or the Marriage of a Female Claimant, at any Time before the Damages on the Claim have been assessed and entered in the Register of Claims, but after the Expiration of the Period of Eight Months from the passing of this Act, then and in every such Case the legal personal Representative, Assignees, or Husband of the Claimant (as the Case may be) may continue the Proceedings on the Claim at any Time within Fourteen Days after the Death, Bankruptcy, or Marriage (as the Case may be); but if he or they fail to do so within the said Period of Fourteen Days, then at the Expiration of that Period the Commissioners shall assess the Damages payable on the Claim as nearly as may be as if the Proceedings had been continued as aforesaid; and the Determination of the Commissioners shall be conclusive as against the Company in all Cases, and shall also be conclusive as regards the Claimant, unless the Amount assessed is less than that claimed, in which Case the Right of the Claimant to obtain Damages from the Company shall be as if this Act had not been passed.

58. Within

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58. Within Nine Months after the passing of this Act the Commissioners shall complete their Determination of all Claims lodged as aforesaid, and their Assessment of Damages.

Assessment to be completed within Nine Months.

59. Within One Month after the Expiration of the said Period of Nine Months, the Commissioners shall extract from the Register of Claims the Name, Description, and Address of each Claimant upon whose Claim Damages have been assessed, and the Amount of Damages assessed thereon, and shall make a Schedule of those Particulars and annex the same to a General Certificate thereof under the Hands of the Commissioners for the Time being.

General Certificate.

60. The Proceedings or Acts of the Commissioners shall not be liable to be interfered with by any Court of Law or Equity by way of Certiorari, Prohibition, or Injunction; and the General Certificate of the Commissioners shall be to all Intents and for all Purposes whatever, in all Courts and elsewhere, absolutely conclusive Evidence of the Right and Title of each Person therein named and described as a Claimant, or his Representatives or Assigns, or other his Successors in Estate or Interest, to have and be paid the Sum therein stated as the Amount of the Damages assessed on his Claim; and the Validity of the General Certificate shall not be impeached in any Court of Law or Equity or elsewhere on account of any alleged Informality or Irregularity, or of any alleged Error in Law or in Fact, or of any alleged Want of Authority, or on any other Account whatever.

General Certificate to be conclusive as to Rights, &c.

61. Within Seven Days after the making of the General Certificate the Commissioners shall serve a Copy thereof on the Company.

Copy of Certificate for Company.

62. Within Seven Days after the making of the General Certificate the Commissioners shall deposit the same in the Office of the Town Clerk of the Borough of *Sheffield*, and within Three Months after the making of the General Certificate the Commissioners shall deposit all Claims, Notices, Counter-notices, and other Instruments, and the Register of Claims, and all other Books and Documents relating to the Commission, and in their Custody, in the Office of the said Town Clerk, who shall receive and retain all Things so deposited, and shall permit all Persons interested to inspect the same, and make Extracts or Copies therefrom, in the like Manner and upon the like Terms, and under the like Penalty for Default, as provided in the Case of certain Plans and Sections by an Act passed in the First Year of the Reign of Her present Majesty, intituled *An Act to compel Clerks of the Peace for Counties and other Persons to take the Custody of such Documents as shall be directed to be deposited with them under the Standing Orders of either House of Parliament.*

Deposit of General Award and other original Documents with Town Clerk.

7 W. 4. & 1 Vict. c. 83.

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Provision as
to Stamp
Duty.

63. It shall be lawful for the Commissioners of Her Majesty's Treasury, if they shall think fit, to commute the several Sums which may be payable for Stamp Duties upon or in respect of any Instrument or Document which may be made under or in pursuance of this Act. for such Sum or Sums of Money of less Amount than the said Stamp Duties as the said Commissioners of Her Majesty's Treasury, having regard to the Circumstances of the Case, shall in their Discretion deem to be reasonable and sufficient, and thereupon and on Payment of the said reduced Amount the Commissioners of Inland Revenue shall cause any such Instrument or Document to be stamped for denoting the Payment of the said reduced Amount of Stamp Duties, and shall also impress thereon a Stamp denoting that such Instrument or Document is adjudged to be duly stamped.

Duration of
Powers of
Commis-
sioners.

64. The Commissioners and their Clerk shall continue to act in the Execution of such Duties as may be required to be performed by them respectively under this Act for Three Months after the making of the General Certificate, and at the Expiration of that Period of Three Months the Powers and Duties of the Commissioners and their Clerk under this Act shall cease.

Payment of
Damages
certified.

65. The Company shall, within Three Months after the making of the General Certificate, pay in pursuance thereof the several Amounts of Damages thereby certified, with Interest on such several Amounts after the Rate of Four Pounds *per Centum per Annum* from the Day of the Date of the Determination of the Commissioners upon each Claim until Payment; and from and after the Expiration of that Period of Three Months the General Certificate shall, with respect to the several Amounts of Damages thereby certified, and Interest thereon, have the Effect, as against the Company, of several Judgments for the same respective Amounts recovered against the Company in One of the Superior Courts of Law at *Westminster* as on the Day of the Date of the General Certificate, and afterwards duly registered, without any Preference or Priority in favour of any of the said several Amounts of Damages and Interest; but Payment of the same several Amounts of Damages and Interest by the Company to the Parties entitled to receive the same respectively shall have the Effect of Satisfaction duly entered up upon Judgments obtained as aforesaid for such Amounts respectively, and Interest: Provided, that all Mortgages, terminable Annuities, and Debenture Stock granted or created by the Company under this Act or any former Act, and all Stock and Shares created by the Company under this Act or any former Act for the Redemption or in lieu of Mortgage or Bond Debt, shall have Priority over all Monies payable under or by virtue of the General Certificate.

66. With

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66. With respect to the Mode in which the Costs of Proceedings relative to Claims are to be borne and paid, the following Provisions shall take effect; namely,

*Costs on
Claims.*

Rules as to
Burden of
Costs ac-
cording to
Results, &c.

1. Where on any Claim the Company assent to the Amount of Damages claimed or any Part thereof, or where the Claimant accepts any Amount which the Company submit to pay, the Costs of the Claimant of all Proceedings relative to his Claim shall, so far as such Assent or Acceptance extends, be borne and paid by the Company, and the Commissioners shall certify accordingly :
2. Where on any Claim the Company fail to lodge within the Period limited in that Behalf by this Act a Notice of Assent or Dissent as aforesaid, the Costs of the Claimant of all Proceedings relative to his Claim shall be borne and paid by the Company, and the Commissioners shall certify accordingly :
3. Where on any Claim Damages are assessed by the Commissioners, and the Amount assessed does not exceed the Amount (if any) which the Company submitted to pay, the Costs of the Claimant of all Proceedings relative to his Claim up to and inclusive of the Time of his lodging his Counter-notice of Nonacceptance as aforesaid shall be borne and paid by the Company, but the Costs of the Company of all Proceedings relative to the Claim subsequent to the lodging of such Counter-notice shall be borne and paid by the Claimant, and the Commissioners shall certify accordingly :
4. Where on any Claim Damages are assessed by the Commissioners exceeding the Sum of Five Shillings, and either the Company have not in the Notice of Dissent lodged by them submitted to pay any Amount of Damages whatever, or the Amount assessed exceeds the Amount which the Company have submitted to pay, the Costs of the Claimant of all Proceedings relative to his Claim shall be borne and paid by the Company, and the Commissioners shall certify accordingly :
5. Where any Claim is dismissed by the Commissioners, or where on any Claim Damages not exceeding the Sum of Five Shillings are assessed by the Commissioners, the Costs of the Company of all Proceedings relative to the Claim shall be borne and paid by the Claimant, and the Commissioners shall certify accordingly.

67. All such Costs as aforesaid shall be due and payable from and by the Company and any Claimant respectively at the Expiration of Six Months after the making of the General Certificate; provided that all such Costs shall, in case of Difference, be taxed and settled,

Taxation of
Costs.

on

The Sheffield Waterworks Act, 1864.

on Production of a Certificate of the Commissioners, by a Master of a Superior Court of Law at *Westminster* (on the Principles and according to the Rules and on Payment of the Fees observed and paid on the Taxation and Settlement of Costs in Actions at Law), if Application for such Taxation and Settlement is made by either Party within the last-mentioned Period of Six Months, but in case of Difference any such Costs shall not be payable at any Time unless they are so taxed and settled.

Judgment
for Costs
when pay-
able.

68. If any Costs payable under this Act by the Company or a Claimant are not paid within Twenty-eight Days after Demand in Writing, the Certificate of the Commissioners respecting such Costs shall have the Effect as against the Company or the Claimant of a Judgment recovered for the Amount of such Costs against the Company or the Claimant in One of the Superior Courts of Law at *Westminster* as on the Day of the Date of the General Certificate, and afterwards duly registered, but Payment of such Amount shall have the Effect of Satisfaction duly entered up upon such Judgment; provided that all Mortgages, terminable Annuities, and Debenture Stock granted or created by the Company under this Act or any former Act, and all Stock and Shares created by the Company under this Act or any former Act, for the Redemption or in lieu of Mortgage or Bond Debt, shall have Priority over all Monies payable by the Company in respect of Costs under this Act.

Judgments.
—
Entry of
Judgment
for Damages
and Interest.

69. In case the Damages and Interest, or any Part thereof respectively, due to any Claimant, are or is not paid within Three Days after Demand in Writing served on the Company, after the Expiration of the Time limited in this Act for Payment of such Damages and Interest, Judgment shall at any Time after the Expiration of such Period of Three Days be entered up against the Company in any of the Superior Courts of Law at *Westminster* for the Amount unpaid, upon the Production to the proper Officer of such Court of an Extract from the General Certificate, certified under the Hand of the Town Clerk for the Time being of the Borough of *Sheffield* (who shall furnish such a certified Extract to any Person applying at a reasonable Time for the same on Payment of One Shilling), and a Writ or Writs of Execution may be issued on the Judgment so entered up as upon a Judgment of such Court.

Entry of
Judgment
for Costs.

70. If any Costs payable under this Act by the Company or a Claimant, or any Part of such Costs, are or is not paid within the Period in that Behalf limited by this Act, Judgment shall, at any Time after the Expiration of that Period, be entered up against the Company or the Claimant (as the Case may be) in any of the Superior Courts of Law at *Westminster* for the Amount unpaid, upon the Production to
the

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the proper Officer of such Court of the Certificate of the Commissioners respecting such Costs, and a Writ or Writs of Execution may be issued on the Judgment so entered up as upon a Judgment of such Court.

71. The Claimant or the Company (as the Case may be) shall, in respect of every Judgment entered up under the Provisions of this Act, have all the Rights and Remedies which any Judgment Creditor has now by Law for securing, enforcing, and recovering the Amount of his Judgment, and the Production of such a certified Extract respecting Damages and Interest, or of such a Certificate respecting Costs as aforesaid (as the Case may be), to the proper Officer of any Superior Court of Law at *Westminster* shall be sufficient Authority to him to seal and issue such Writ or Writs of Execution as aforesaid.

Remedies
upon Judg-
ments.

72. All Parties seised, possessed of, or entitled to any Property, or interested in any Trade or Business, may claim under this Act Damages in respect of such Property, Trade, or Business, and may do all necessary Acts under this Act in relation to such Claim; and particularly all or any of the following Parties so seised, possessed, or entitled as aforesaid may so claim and do all such necessary Acts as aforesaid; (that is to say,) all Corporations, Tenants in Tail or for Life, married Women seised, possessed, or entitled in their own Right or entitled to Dower, Guardians, Committees of Lunatics, Trustees or Feoffees in Trust for charitable or other Purposes, Executors and Administrators, and all Parties for the Time being entitled to the Receipt of the Rents and Profits or Income of any such Property, Trade, or Business, in possession, or subject, as to any such Property, to any Estate in Dower or to any Lease for Life or for Lives and Years or for Years or for any less Interest; and the Powers aforesaid may lawfully be exercised by all such Parties other than married Women entitled to Dower, or Lessees for Life or for Lives and Years or for Years or for any less Interest, not only on behalf of themselves and their respective Heirs, Executors, Administrators, and Successors, but also for and on behalf of every Person entitled in reversion, remainder, or expectancy after them, or in defeasance of the Estates or Interests of such Parties, and as to such married Women, whether they be of full Age or not, as if they were sole and of full Age, and as to such Guardians on behalf of their Wards, and as to such Committees on behalf of the Lunatics of whom they are the Committees respectively, and that to the same Extent as such Wives, Wards, and Lunatics respectively could have exercised the same Powers under the Authority of this Act if they had respectively been under no Disability, and as to such Trustees, Executors, and Administrators on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Femmes Covert, or other Persons, and that to the

*Disabilities
in case of
Property,
Trade, or
Business.*

Parties un-
der Disabi-
lity enabled
to claim
Damages as
to Property,
Trade, or
Business.

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same Extent as such Cestuique Trusts respectively could have exercised the same Power under the Authority of this Act if they had respectively been under no Disability.

Allotment of
Portion of
Damages to
Tenant for
Life indi-
vidually.

73. Where a Claim is made in respect of Property or Trade or Business by a Tenant or Possessor thereof, or Person interested therein for Life or other partial or qualified Interest, the Commissioners may allot to him for his own Use and Benefit such Portion as they think just of the total Amount of Damages to be assessed in respect of that Property, Trade, or Business, by way of Damages for any Injury, Inconvenience, or Annoyance that he may be considered to have individually sustained.

Damages
amounting
to 200*l.* to
be paid into
Court of
Chancery.

74. If the Damages assessed in respect of any Property, Trade, or Business, on the Claim of a Corporation, Tenant for Life or in Tail, married Woman entitled in her own Right or entitled to Dower, Guardian, Committee, Trustee, Executor, or Administrator, or Person having a partial or qualified Interest, (exclusive of any Portion of the total Amount allotted as aforesaid to a Tenant or Possessor or Person interested for Life, or other partial or qualified Interest,) amount to or exceed the Sum of Two hundred Pounds, the same shall be paid by the Company into the Court of Chancery under and according to the Acts for the Relief of Trustees.

Damages
from 20*l.* to
200*l.* to be
paid into
Court or to
Trustees.

75. If the Damages assessed in respect of any Property, Trade, or Business on any such Claim as last aforesaid do not amount to the Sum of Two hundred Pounds and exceed the Sum of Twenty Pounds, the same shall be paid into the Court of Chancery under the last-mentioned Acts, or to Two Trustees nominated in Writing by the Party entitled to the Rents or Profits or Income of the Property, Trade, or Business in respect whereof the Damages are assessed; and in case of the Coverture, Infancy, Lunacy, or other Incapacity of the Party entitled to make such Nomination, the same may lawfully be made by the respective Husband, Guardian, Committee, or Trustees of such Party; but such Payment to Trustees shall not be made in any Case unless the Company approve thereof and of the Trustees nominated for the Purpose; and Money so paid to Trustees, and the Income arising therefrom, shall be by such Trustees applied in manner by this Act directed respecting Money paid into the Court of Chancery, but it shall not be necessary to obtain any Order of the Court for that Purpose.

Damages not
exceeding
20*l.* to be
paid to
Parties.

76. If the Damages assessed in respect of any Property, Trade, or Business on any such Claim as last aforesaid do not exceed the Sum of Twenty Pounds, they shall be paid to the Party entitled to the Rents and Profits or Income of the Property, Trade, or Business in
respect

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respect whereof they are assessed, for his or her absolute Use, or in case of her or his Coverture, Infancy, Lunacy, or other Incapacity, then they shall be paid, for her or his Use, to her Husband, or her or his Guardian, Committee, or Trustees.

77. The Dividends accruing from Investment of Money paid into the Court of Chancery shall be paid to the Party who would for the Time being have been entitled to the Rents and Profits or Income of the Property, Trade, or Business in respect whereof such Money is paid in. Application of Income of Money paid into Court.

78. Money paid into the Court of Chancery as aforesaid shall remain in the Custody of the Court until it is applied, according to the Provisions of the Acts for the Relief of Trustees, to some or one of the following Purposes; namely, Application of Money paid into Court.

In the Restoration of the Property in respect whereof the Money is paid in to the State in which it was before the said Inundation (or as near thereto as Circumstances admit), in such Manner as the Court thinks fit; or

For the Improvement or Benefit of that Property in such Manner as the Court thinks fit; or

In case of the Money being paid in in respect of a Trade or Business, for the Benefit of Parties interested in such Trade or Business, in such Manner as the Court thinks fit; or

In Payment to any Party becoming absolutely entitled to such Money, whether paid in in respect of Property or paid in in respect of a Trade or Business.

79. Where any Money paid into the Court of Chancery as aforesaid is paid in in respect of a Lease for a Life or Lives or Years, or for a Life or Lives and Years, or any Estate in Lands less than the whole Fee Simple thereof, or of any Reversion dependent on any such Lease or Estate, the Court, on the Petition of any Party interested in such Money, may order that the same be paid in such Manner as the Court considers will give to the Parties interested in such Money the same Benefit therefrom as they might lawfully have had from the Lease, Estate, or Reversion in respect of which such Money is paid in, or as near thereto as may be. Court of Chancery may direct Application of Money paid in respect of Leaseholds.

80. Where any Money is paid into the Court of Chancery as aforesaid the Company shall be liable to pay, under the Direction of the Court, all reasonable Costs, Charges, and Expenses incurred by all Parties in and about the Payment in, Investment, and Application thereof, and in and about all Proceedings relating thereto, except such Costs, Charges, and Expenses as are occasioned by Litigation between adverse Claimants. Costs to be borne by Company where Payment into Court.

81. Every

*The Sheffield Waterworks Act, 1864.**Bodily
Injury.*

By whom
Claim to be
made.

81. Every Claim under this Act for Damages for bodily Injury shall be made by and in the Name of the Person by whom and in whose Name an Action at Common Law to recover such Damages would lie.

Saving
Rights of
deceased
Person.

82. If any Person who has, in consequence of the said Inundation, sustained bodily Injury not causing Loss of Life, is dead at the passing of this Act, or dies before the Expiration of One Month after the passing of this Act, the Right to recover Damages in respect of such bodily Injury shall not abate by reason of his Death, but a Claim in respect of such bodily Injury may be lodged by and in the Names of his Executors or Administrators.

Damages
not to be
paid into
Court.

83. Nothing in this Act respecting the Payment of Money into the Court of Chancery shall apply in the Case of Damages assessed in respect of bodily Injury.

Loss of Life.

Claims for
Loss of Life
to be made
according to
9 & 10 Vict.
c. 93.

84. Every Claim under this Act for Damages in respect of Loss of Life shall be for the Benefit of and shall be made by and in the Name of the respective Person for whose Benefit and by whom and in whose Name an Action at Law would be maintainable in respect of such Loss of Life, under the Act of the Session of the Ninth and Tenth Years of Her Majesty (Chapter Ninety-three), "for compensating Families of Persons killed by Accidents;" and where the Damages are assessed by the Commissioners, they shall take the like Measure of Damages as a Jury are by that Act directed to take; and the Damages assessed on any such Claim under this Act shall be divided among the Parties in the said Act mentioned as entitled to share in Damages, in such Shares as the Commissioners direct.

Damages
not to be
paid into
Court.

85. Nothing in this Act respecting the Payment of Money into the Court of Chancery shall apply in the Case of Damages assessed in respect of Loss of Life.

One Claim
only to be
entertained.

86. Not more than One Claim under this Act for Damages in respect of Loss of Life shall be entertained with respect to the same Subject Matter.

*Stay of
Actions.*

Actions
brought
after Act to
be stayed
absolutely.

87. If any Action, Suit, or Proceeding is, after the passing of this Act, instituted or taken in any Court of Law or Equity for the Purpose of recovering Damages against the Company in consequence of the said Inundation, or of enforcing any alleged Liability of the Company in consequence of the said Inundation, the Court in which the same is instituted or taken, or any Judge thereof, shall, on the Application of the Company, stay all further Proceedings in such Action, Suit, or Proceeding; and the Costs of the Company in and about

The Sheffield Waterworks Act, 1864.

about such Action, Suit, or Proceeding shall be borne and paid by the Party instituting or taking the same; and after such Stay of Proceedings therein all further Proceedings therein (except any subsequent Proceedings that the Company may lawfully take therein in respect of such Costs) shall be absolutely null; but nothing in the present Section shall interfere with Proceedings to be taken for the Recovery of Damages, Interest, or Costs payable under or by virtue of this Act, or with Proceedings which may be taken, in accordance with the Provisions herein contained, in case of the Death or Bankruptcy of a Claimant, or the Marriage of a Female Claimant, before the Damages on the Claim have been assessed and entered in the Register of Claims, but after the Expiration of the Period of Eight Months from the passing of this Act.

88. If any Action, Suit, or Proceeding in any Court of Law or Equity, instituted or taken for the Purpose of recovering Damages against the Company in consequence of the said Inundation, or of enforcing any alleged Liability of the Company in consequence of the said Inundation, is pending at the passing of this Act, the Court in which the same is pending, or any Judge thereof, shall, on the Application of the Company, stay all further Proceedings in such Action, Suit, or Proceeding, either wholly or for such Time as the Court or Judge thinks fit, and in either Case on such Terms as to Costs and other Things as the Court or Judge thinks fit.

Actions pending at passing of Act to be stayed or suspended on Terms.

89. Notwithstanding anything in this Act, the Company may agree with any Person claiming Damages from the Company in consequence of the said Inundation as to the Amount to be paid to such Person in respect of such Damages, and also as to the Amount (if any) to be paid by the Company to such Person in respect of the Costs of Proceedings relative to his Claim; and every such Agreement shall be made and signed in Duplicate, and one Part thereof shall belong to such Person as aforesaid, and the other shall, as soon as conveniently may be after the Date thereof, be lodged by the Company at the Office of the Commissioners; and the Commissioners shall thereupon make an Entry in the Register of Claims of the Amount agreed to be paid in respect of such Damages, and such Damages shall be deemed to be assessed at such Amount, and every such Entry shall be signed by the Commissioners or Two of them; and the Commissioners shall certify the Amount (if any) agreed to be paid by the Company to such Person in respect of his Costs, and the Amount so certified shall be paid and recoverable, without such Taxation as aforesaid, in the Manner and by the Means herein-before provided with respect to Costs to be paid by the Company.

Agreement as to Damages.

Company and Claimant may agree as to Amount of Damages and Costs.

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*Purchase of
Mills on
Loxley.*

Company
may agree
with Mill-
owners, &c.
on River
Loxley for
Purchase of
entire In-
terest.

90. The Company may, if they shall think fit, at any Time hereafter agree in such Manner as they shall think fit with any Owner, Lessee, or Occupier of any Mill or Work on the River *Loxley*, for the Purchase of his entire Interest in such Mill or Work, in case he shall be willing to sell the same; and no Owner, Lessee, or Occupier who shall before the making of the said General Certificate so agree to sell his entire Interest shall be entitled to recover under such Certificate any Damages in respect of the Interest so agreed to be sold; and the Company may hold, sell, or deal with every such Interest so purchased by them as they may deem advisable.

*Raising fur-
ther Money.*

Power for
Company to
raise Money
on Mort-
gage, &c.

91. The Company from Time to Time, under the Authority of this Act, and in addition to any Money which they are otherwise than by this Act authorized to raise, may raise any Sum not exceeding Four hundred thousand Pounds, wholly in one, or partly in one or more, and partly in another or others of the several Modes following; namely, by borrowing on Mortgage, or by granting terminable Annuities, or by the Creation and Issue of Debenture Stock, or by the Creation and Issue of new Preference Shares or new Preference Stock, or new Ordinary Shares or new Ordinary Stock.

Power to
convert
Loans into
Shares or
Stock.

92. For the Purpose of paying off any Mortgage Debt or terminable Annuities or Debenture Stock created and issued under this Act the Company may, subject and according to the Provisions of Part II. of "The Companies Clauses Act, 1863," create new Preference Shares or new Preference Stock, or new Ordinary Shares or new Ordinary Stock.

Rate of
Interest on
Debenture
Stock, &c.

93. Debenture Stock, and Preference Shares and Preference Stock, created and issued under this Act, shall respectively bear Interest not exceeding the Rate of Six Pounds *per Centum per Annum*.

Priority of
Charges un-
der former
Powers.

94. All Mortgages granted or to be granted by the Company under any Act prior to this Act, and all Debenture Stock, and all Stock and Shares, created or to be created by the Company for the Redemption or in lieu of Mortgage or Bond Debt under any Act prior to this Act, shall have Priority over all Mortgages, terminable Annuities, and Debenture Stock granted or created under this Act.

Receiver for
Mortgagees.

95. Mortgagees of the Company, under this or any former Act, may enforce Payment of Arrears of Interest, or of Arrears of Principal and Interest, due on their Mortgages by the Appointment of a Receiver; and the Amount to authorize a Requisition for a Receiver shall be Ten thousand Pounds; and for the Purposes of the present Section this Act shall be deemed to be "the Special Act," within the Meaning of any Act incorporated with this Act.

96. Holders

The Sheffield Waterworks Act, 1864.

96. Holders of Debenture Stock of the Company created or to be created under any Act prior to this Act shall have the like Right to require the Appointment of a Receiver in manner provided by Part III. of the Companies Clauses Act, 1863, as Holders of Debenture Stock created under this Act have.

Receiver for Holders of Debenture Stock.

97. Terminable Annuities granted under this Act shall be of the like Nature as Interest on Debenture Stock created under this Act, and shall have the same Priorities, Qualities, and Incidents as Interest on such Debenture Stock, and accordingly each such Annuity shall rank *pari passu* with Interest on such Debenture Stock next to the Interest payable on the Mortgages (if any) of the Company legally granted under this Act before the granting of such Annuity, but the Holders of terminable Annuities and Debenture Stock respectively granted and created under this Act shall not as among themselves be entitled to any Preference or Priority.

Priorities, &c. of terminable Annuities.

98. Holders of terminable Annuities granted under this Act shall have the like Right to require the Appointment of a Receiver as Holders of Debenture Stock of the Company have; and the Amount to authorize a Requisition for a Receiver under the present Section shall be One thousand Pounds *per Annum* in One or more Annuity or Annuities.

Receiver for Holders of terminable Annuities.

99. Every Receiver appointed by virtue of this Act who shall, under the Order by which he is appointed, be entitled to receive the whole of the Rates and Income of the Company, shall during the Time he continues such Receiver have, in addition to the Powers otherwise conferred on him by Law, Power to enter into and upon the Property of the Company, and to carry on the Business of the Company, and to do all Acts which the Company or the Directors thereof might otherwise do, and for any such Purposes shall have Power to use, where necessary, the Seal and Name of the Company; and during the Time he continues such Receiver the Directors, Officers, and Servants of the Company, and every other Person, shall abstain from doing any Matter or Thing to interfere with, lessen, or defeat the Powers conferred on such Receiver by the present Section; provided that nothing in this Act shall authorize any Receiver to make or complete the Purchase of any Freehold Hereditaments on behalf of the Company, or to sell or dispose of any of the Freehold Property of the Company, but the Power of making or completing any such Purchase, and of selling and disposing of any Freehold Property of the Company authorized to be sold, shall be exerciseable in all respects as if this Act had not been passed.

Power for Receiver of whole Income to enter and manage, &c.

100. Every

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Form, &c.
of Grant of
Annuity.

100. Every Grant of a terminable Annuity under this Act shall be by Deed under the Common Seal of the Company, duly stamped, wherein the Consideration shall be truly stated, and every such Deed may be according to the Form in the Seventh Schedule to this Act, or to the like Effect.

Transfer of
Annuity.

101. Every Person entitled to any terminable Annuity granted under this Act may from Time to Time transfer his Right and Interest therein to any other Person; and every such Transfer shall be by Deed duly stamped, wherein the Consideration shall be truly stated, and every such Deed may be according to the Form in the Eighth Schedule to this Act, or to the like Effect.

Registration
of Grants,
&c. of An-
nuities.

102. The Provisions of Sections Forty-five and Forty-seven of the Companies Clauses Consolidation Act, 1845, shall apply for and in respect of the Registration of Grants of terminable Annuities and Transfers thereof under this Act, in like Manner, *mutatis mutandis*, as if such Grants and Transfers respectively were Mortgages and Transfers of Mortgages; and Holders of such terminable Annuities shall have the like Rights as are given to the Mortgagees of the Company by Section Fifty-five of the last-mentioned Act.

Incorporation
of
Companies
Clauses Acts.

103. "The Companies Clauses Consolidation Act, 1845," and "The Companies Clauses Act, 1863," so far as the Provisions thereof respectively are applicable for Purposes of this Act, and so far as the Provisions thereof are not varied by or inconsistent with the Provisions of the Company's Acts of 1853 and 1860 respectively, or of this Act, shall be incorporated with this Act.

Application
of Money
raised.

104. The Company shall apply all Money raised under the Authority of this Act,

First, in Payment of such Damages, Interest, and Costs as may become payable by them under this Act;

Secondly, in Payment of any Purchase Money which may become payable by them under this Act; and,

Thirdly, for any other Purposes of this Act, and subject thereto for the general Purposes of the Company;

but no Mortgagee or other Person lending or paying to the Company Money raised under the Authority of this Act shall be bound to see to the Application of such Money.

Miscellaneous.

Increase of
Scale of
Water Rents.

105. The Provisions of the Company's Act of 1853, relative to the Water Rents or Rates to be taken by the Company shall, from and after the Time for the First half-yearly Collection of the Company's Water Rents after the passing of this Act, and thenceforth for a Period

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a Period of Twenty-five Years, have Effect as if the several maximum Water Rents or Rates in those Provisions specified were increased in each Instance by Twenty-five *per Centum*: Provided always, that all Water Rents or Rates authorized to be taken by this Act or the Company's Act of 1853, for any Purposes whatever, shall be charged to all Persons impartially and without Favour according to the Scale of Rents or Rates specified as aforesaid for the several Purposes respectively, except that such Rates may, by Agreement, be reduced for the Sanitary Purposes of the Town.

106. Section Eighty-four of the Company's Act of 1853 is hereby repealed, and in lieu thereof the following Provision shall take effect; namely, the Water supplied by the Company need not be constantly laid on under Pressure in other Pipes than the Main Pipes of the Company until the Expiration of Five Years from the passing of this Act, and then only if required by the Council of the Borough of *Sheffield*.

Provision as to constant Pressure.

107. If before the Fourteenth Day of *June* One thousand eight hundred and seventy-three the whole of the Works specified in the Company's Act of 1853, or in any previous Acts, (not being the Extension of Mains or Pipes,) are not completed, or if the Company fail to perform the Obligation imposed upon the Company by the preceding Section within the Period of Five Years thereby limited, it shall not be lawful for the Company, or the Directors thereof, to pay any Dividend on the ordinary Capital of the Company until such Works are completed or Obligation performed, as the Case may be; provided that this Restriction shall not operate if and so long as it shall appear by a Certificate, to be obtained from the Board of Trade, that the Company are prevented from completing such Works or performing such Obligation by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control within the Meaning of this Provision.

For securing Completion of Works under Act of 1853.

108. Notwithstanding anything in the Company's Acts, the Provisions of "The Waterworks Clauses Act, 1863," with respect to the Security of the Reservoirs constructed by the Undertakers shall apply to all the Reservoirs of the Company.

Security of Reservoirs.

109. Within Twelve Months from the passing of this Act the Company shall make and enforce Calls for so much of their ordinary Capital as is not paid up at the passing of this Act, and such Calls shall be duly made in equal Amounts, at Intervals of Two Months from the passing of this Act.

Calls on unpaid Capital.

The Sheffield Waterworks Act, 1864.

Powers of
Directors of
Company for
Purposes of
this Act.

110. The Directors of the Company shall have full Power, as between them and the Holders of Shares and Stock in the Capital of the Company, to carry this Act into execution, and particularly for that Purpose shall have absolute Discretion with respect to the assenting to or dissenting from and the submitting or not submitting to pay the Amount of any Claim for Damages or Costs under this Act, and with respect to the agreeing, in pursuance of this Act, or not agreeing, with any Person claiming Damages from the Company in consequence of the said Inundation, and with respect to the Amount to be paid to such Person in respect of such Damages, and also with respect to the Amount (if any) to be paid to such Person in respect of Costs; and the Acts and Omissions of the Directors under this Act shall be binding on the Company, and the Directors shall be indemnified and saved harmless by the Company in respect thereof; but nothing in this Act shall prevent any General Meeting of the Company from exercising, with respect to Matters to arise after the holding of such General Meeting, any Power lawfully vested in such General Meeting.

Saving as to
Liability of
Company.

111. Nothing in this Act, except the Provisions relative to the dispensing with Proof of Negligence, and to the Non-abatement by Death, or by Lapse of Time after Death, of Rights accrued in respect of bodily Injury, or Injury to Real Estate, shall make the Company liable to pay Damages in any Case further or otherwise than they would have been liable if this Act had not been passed.

Saving as to
Liability of
Share-
holders.

112. Nothing in this Act shall make any Holder of Shares or Stock in the Capital of the Company liable in any respect further or otherwise than he would have been liable if this Act had not been passed.

Saving for
Company's
Acts, &c.

113. Nothing in this Act shall take away, abridge, or prejudicially affect any Right, Power, or Authority vested in the Company under any Act other than this Act further or otherwise than as in this Act expressly provided, or alter or affect any of the Provisions of any of the Company's Acts except as in this Act expressly provided; and subject to the express Provisions of this Act the Company's Acts shall remain in full Force.

Saving of
Water
Rights.

114. Nothing in this Act contained shall repeal, alter, or prejudice any of the Provisions of the Company's Act of 1853 relating to the Flow and Supply by the Company of Ten Cubic Feet of Water *per* Second and Seven Cubic Feet of Water *per* Second for the Use of the Owners, Lessees, and Occupiers of the Mills and Works on the Rivers *Rivelin*, *Loxley*, and *Dun*, or any Provisions,
Powers,

The Sheffield Waterworks Act, 1864.

Powers, or Remedies in or by the said Act contained or given for securing, regulating, or enforcing such Flow and Supply of Water.

115. The Company shall cause to be erected on the River *Loxley* a sufficient Gauge or Weir, in the Manner prescribed in the Company's Act of 1853, with respect to the Gauge therein required to be erected by the Company on the River *Loxley*, which last-mentioned Gauge or Weir was erected in pursuance of the said Act, and was destroyed by the said Inundation, and the Gauge or Weir to be erected under this Act shall be in lieu and for the Purposes of the Gauge or Weir so erected and destroyed as aforesaid; and all the Provisions, Conditions, and Directions contained in the last-mentioned Act with respect to the last-mentioned Gauge or Weir shall be applicable to the Gauge or Weir to be erected under this Act.

Gauge or Weir on the River *Loxley* to be erected.

116. Nothing in this Act shall exempt the Company from the Provisions of any General Act relating to the public Health passed or to be passed.

Company not exempted from any Public Health Act.

117. All the Costs, Charges, and Expenses of and incident and preliminary to the preparing, obtaining, and passing of this Act shall be paid by the Company.

Expenses of Act.

The Sheffield Waterworks Act, 1864.

The SCHEDULES to which the foregoing Act refers.

The FIRST SCHEDULE.

The Sheffield Waterworks Company's Acts.

Session and Chapter.	Title or Short Title.	Short Description of Act used in foregoing Act, or following Schedules.
11 Geo. IV. & 1 Will. IV. c. 55.	An Act for better supplying with Water the Town and Parish of Sheffield in the County of York. <i>(This Act is repealed by the Act of 1853.)</i>	The Company's Act of 1830.
8 & 9 Vict. c. 175. -	An Act for better supplying with Water the Town and Parish of Sheffield in the County of York, and for amending the Act relating thereto. <i>(This Act is repealed by the Act of 1853.)</i>	The Company's Act of 1845.
16 & 17 Vict. c. 22. -	An Act for enabling the Company of Proprietors of the Sheffield Waterworks to extend their Works, and to obtain a further Supply of Water from the Rivers Rivelin and Loxley and their Tributaries, and for consolidating the Acts relating to such Company.	The Company's Act of 1853.
23 & 24 Vict. c. 70. -	Sheffield Waterworks Act, 1860.	The Company's Act of 1860.

The Sheffield Waterworks Act, 1864.

The SECOND SCHEDULE.

State of the Company's Ordinary Capital.

	Authorized.	Raised.
	£	£
Under the Company's Act of 1830 - - -	100,000	100,000
Under the Company's Act of 1845 - - -	50,000	50,000
Under the Company's Act of 1853 - - -	150,000	150,000
Under the Company's Act of 1860 - - -	150,000	66,033
Total - - -	450,000	366,033
Add, to be raised under Act of 1860,—	-	-
Calls in arrear - - -	-	1,467
To be paid up - - -	-	82,500
Total - - -	-	450,000

The THIRD SCHEDULE.

State of the Company's Mortgage Debt and Shares created for Redemption of Mortgage or Bond Debt.

	£
Total of Mortgage Debt or Debenture Stock, or Shares for } Redemption of Mortgage or Bond Debt authorized - - }	110,000

Mortgage Debt :	£
Under the Company's Act of 1830 - - -	27,500
Under the Company's Act of 1845 - - -	14,500
Under the Company's Act of 1853 - - -	9,000
	51,000
Shares created for the Redemption of Mortgage or Bond Debt under the Company's Act of 1853, as altered by the Com- pany's Act of 1860 - - -	11,200
Total - - -	£62,200

	£
Total authorized - - -	110,000
Total raised - - -	62,200
Balance authorized, but not raised - - -	£47,800

The Sheffield Waterworks Act, 1864.

The FOURTH SCHEDULE.

Declaration of Commissioner.

I *A.B.* solemnly declare, That I will faithfully and impartially, according to the best of my Skill and Knowledge, execute the Powers and Duties of a Commissioner under the Sheffield Waterworks Act, 1864.

The FIFTH SCHEDULE.

Remuneration of Commissioners and Clerk.

	£
The Chief Commissioner	2,000
The Two other Commissioners, each	1,000
The Clerk	500

for their respective Services during the whole Period of the Duration of the Commission, or a proportionate Part of the same respective Amounts according to the Duration of their respective Services.

The Sheffield Waterworks Act, 1864.

The SIXTH SCHEDULE.

Forms of Instruments.

I.—CLAIM FOR DAMAGES IN RESPECT OF INJURY OTHER THAN BODILY INJURY OR LOSS OF LIFE.

The Sheffield Waterworks Act, 1864.

The Claim of A. B. for Damages in consequence of the Inundation referred to in the above-mentioned Act.

Name of Claimant.	Description of Claimant.	Address of Claimant.	Nature of Claimant's Interest, where Claim is for Damage to Real or Personal Property.	Particulars of Claim.	Amount of Damages claimed.

Dated this _____ Day of _____ 1864.

Witness,

L. M.

of

(Signed)

A. B.

[or C. D.,

Attorney [or Agent] for the above-named A. B.]

The Sheffield Waterworks Act, 1864.

II.—CLAIM FOR DAMAGES IN RESPECT OF BODILY INJURY.

The Sheffield Waterworks Act, 1864.

The Claim of *A.B.* of _____ for Damages in consequence of the Inundation referred to in the above-mentioned Act.

Name and Description of Claimant.	Name and Description of Person who received bodily Injury.	Nature of bodily Injury.	Amount of Damages claimed for bodily Injury.

Dated this _____ Day of _____ 1864.

(Signed) *A.B.*

Witness,
L.M.
of _____

[*or C.D.*,
Attorney [*or Agent*] for the above-named *A.B.*]

III.—CLAIM FOR DAMAGES FOR LOSS OF LIFE.

The Sheffield Waterworks Act, 1864.

The Claim of *A.B.* of _____ for Damages in consequence of the Inundation referred to in the above-mentioned Act.

Name and Description of Claimant.	Whether Executor or Administrator of deceased Person.	Name and Description of deceased Person.	Party for whose Benefit Claim is made, being Wife or Husband of the deceased Person, or his or her Parent or Child, as defined in 9 & 10 Vict. c. 93.	Amount of Damages claimed.

Dated this _____ Day of _____ 1864.

(Signed) *A.B.*

Witness,
L.M.
of _____

[*or C.D.*,
Attorney [*or Agent*] for the above-named *A.B.*]

The Sheffield Waterworks Act, 1864.

IV.—FORM FOR SERVICE OF COPY OF CLAIM BY COMMISSIONERS ON COMPANY.

The Sheffield Waterworks Act, 1864.

To the Sheffield Waterworks Company.

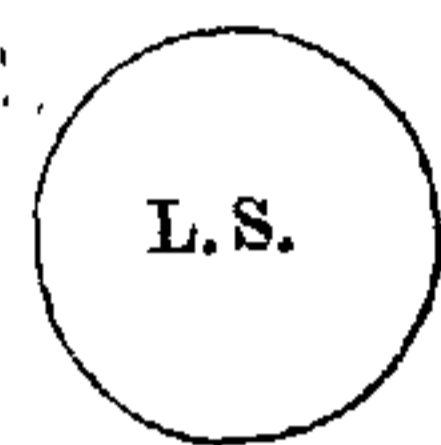
Take notice, That a Claim, a Copy whereof is subjoined, [*or, as the Case may be, a Duplicate whereof is annexed,*] was lodged with the Commissioners under the above-mentioned Act on the _____ Day of 1864, and is numbered _____ in the Register of Claims.

[*If Claim is copied, Copy to be set out verbatim.*]

Dated this _____ Day of _____ 1864.

X. Y.,

Clerk to the Commissioners.



V.—FORM OF ASSENT OR DISSENT BY COMPANY TO OR FROM CLAIM.

The Sheffield Waterworks Act, 1864.

In the Matter of the Claim of *A.B.*, numbered _____ in the Register of Claims.

[*or,*

In the Matter of the several Claims of *A.B.*, numbered respectively _____ and _____ in the Register of Claims.]

The Notice of Assent or Dissent of the Sheffield Waterworks Company in respect of the above-mentioned Claim [*or Claims*]:

Whether Amount of Damages claimed is assented to or dissented from. (Specify, if needful, the Item or Items assented to or dissented from.)	
If dissented from, what Amount (if any) the Company submit to pay. (Specify, if needful, the Item or Items to which such Dissent refers.)	
Whether Amount of Damages claimed in respect of bodily Injury is assented to or dissented from.	

The Sheffield Waterworks Act, 1864.

If dissented from, what Amount (if any) the Company submit to pay.	
Whether Amount of Damages claimed in respect of Loss of Life is assented to or dissented from.	
If dissented from, what Amount (if any) the Company submit to pay.	

Dated this Day of 1864.

(Signed) C. D.,
Secretary [or Solicitor or Director] of the Company.

VI.—FORM FOR SERVICE OF COPY OF COMPANY'S NOTICE BY COMMISSIONERS ON CLAIMANT.

The Sheffield Waterworks Act, 1864.

In the Matter of the Claim of A.B. numbered
in the Register of Claims,
[or,
In the Matter of the several Claims of A.B. numbered
respectively and in the Register of
Claims.]

To the above-named A.B.

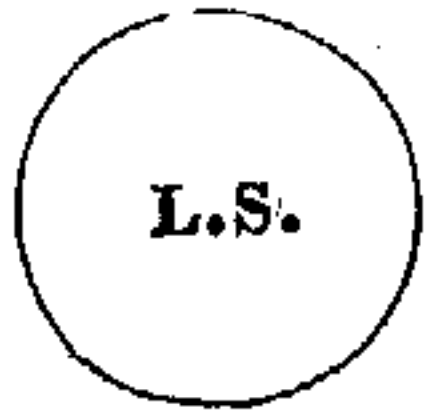
Take notice, That a Notice, a Copy whereof is subjoined, [or, as the Case may be, a Duplicate whereof is annexed,] was lodged with the Commissioners under the above-mentioned Act on the Day of 1864.

[In case of Dissent, where Company submit to pay any Amount, add] And take notice, That, within Fourteen Days after Service hereof on you, you must lodge at the Office of the Commissioners a Counter-notice, stating that you accept or do not accept [as the Case may be] the Amount stated by the Company as that which they submit to pay in lieu of the Amount dissented from.

[If Notice is copied, Copy to be set out verbatim.]

Dated this Day of 1864.

X.Y.,
Clerk to the Commissioners.



The Sheffield Waterworks Act, 1864.

VII.—FORM OF COUNTER-NOTICE BY CLAIMANT.

The Sheffield Waterworks Act, 1864.

In the Matter of the Claim of *A.B.* numbered
 in the Register of Claims,
 [or,
 In the Matter of the several Claims of *A.B.* numbered
 respectively and in the Register of
 Claims.]

The Counter-notice of the above-named *A.B.* to the Notice of the Sheffield Waterworks Company in respect of the above-mentioned Claim [or Claims], dated the _____ Day of _____ 1864.

Whether Amount of Damages submitted to be paid by the Company in respect of Injury, other than bodily Injury or Loss of Life, is accepted or not.	
The like as to bodily Injury.	
The like as to Loss of Life.	

Dated this _____ Day of _____ 1864.

Witness, *L.M.* of _____ (Signed) *A.B.*
 [or *C.D.*,
 Attorney [or Agent] for the above-named *A.B.*]

VIII.—CERTIFICATE OF COMMISSIONERS AS TO COSTS.

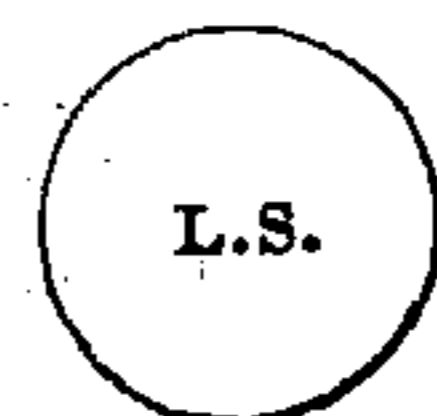
The Sheffield Waterworks Act, 1864.

In the Matter of the Claim of *A.B.* numbered
 in the Register of Claims,
 [or,
 In the Matter of the several Claims of *A.B.* numbered
 respectively and in the Register of
 Claims.]

The Sheffield Inundation Commissioners hereby certify, That the Costs of the above-named *A.B.* [or of the Sheffield Waterworks Company, as the Case may be] of all Proceedings relative to the above-mentioned Claim [or Claims] are to be borne and paid by the Sheffield Waterworks Company [or by the above-named *A.B.* as the Case may be].

Dated this _____ Day of _____ 1864.

X.Y.,
 Clerk to the Commissioners.



The Sheffield Waterworks Act, 1864.

IX.—AGREEMENT BETWEEN COMPANY AND CLAIMANT AS TO AMOUNT OF DAMAGES AND COSTS.

The Sheffield Waterworks Act, 1864.

The Sheffield Waterworks Company and *A.B.* of hereby agree that the Amount to be paid by the Company to the said *A.B.* for Damages, in consequence of the Inundation referred to in the above-mentioned Act, shall be as follows; (that is to say,)

Amount agreed to be paid in respect of Injury, other than bodily Injury or Loss of Life.	
Amount agreed to be paid in respect of bodily Injury.	
Amount agreed to be paid in respect of the Loss of Life of <i>N.O.</i> , of whose Estate the said <i>A.B.</i> is Executor or Administrator, <i>as the Case may be.</i>	

And the Company and the said *A.B.* hereby further agree that the Amount to be paid by the Company to the said *A.B.* in respect of his Costs shall be the Sum of £

Dated this Day of 1864.

(Signed) *C. D.*,
 Secretary [*or Solicitor or Director*] of the Company;
A. B.
 [*or*
G. H., Attorney [*or Agent*]
 for the above-named *A. B.*]

X.—SUMMONS BY COMMISSIONERS.

The Sheffield Waterworks Act, 1864.

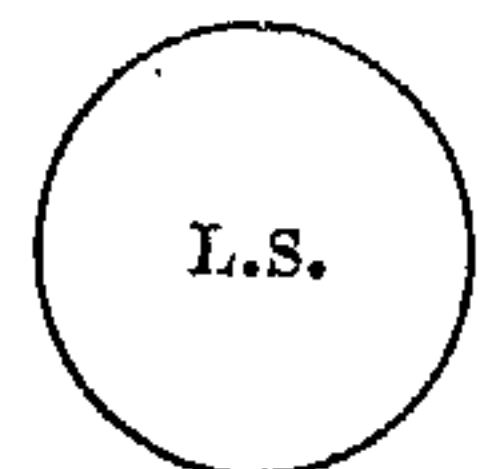
To Mr. *O. P.*

We, the Sheffield Inundation Commissioners, require you to attend before us at on the Day of at the Hour of of the Clock to be examined as a Witness before us in the Matter of a certain Claim lodged under the above-mentioned Act by *A.B.* [*add, if necessary*], and to bring and have with you and produce there and then the Books, Papers, and Writings following; namely,

[*Add List of Books, &c.*]

Dated this Day of 186 .

X. Y.,
 Clerk to the Commissioners.



NOTE.—This Summons is issued on the Application of the Sheffield Waterworks Company [*or of the said A.B., as the Case may be*].

The Sheffield Waterworks Act, 1864.

XI.—FORM OF GENERAL CERTIFICATE OF THE COMMISSIONERS.

The Sheffield Waterworks Act, 1864.

The General Certificate of the Sheffield Inundation Commissioners.

We, _____ of _____ Esquire,
of _____
of _____
and _____
the Sheffield Inundation Commissioners, in pursuance of the above-mentioned Act, do hereby certify, That the Schedule annexed to this Certificate contains the Name, Description, and Address of each Claimant under the said Act upon whose Claim Damages have been assessed, and the Amount of Damages assessed thereon.

Dated this _____ Day of _____ 1865.

(Signed) A. B., Chief Commissioner.
C. D. }
E. F. } Commissioners.

Witness,
X. Y.,
Clerk to the Commissioners.

Schedule annexed to the General Certificate of the Sheffield Inundation Commissioners.

No. in Register of Claims.	Name of Claimant.	Description of Claimant.	Address of Claimant.	Amount of Damages assessed.

(Signed) A. B., Chief Commissioner.
C. D. }
E. F. } Commissioners.

Witness,
X. Y.,
Clerk to the Commissioners.

XII.—FORM OF ADVERTISEMENT TO BE ISSUED BY THE CLERK TO THE COMMISSIONERS.

The Sheffield Waterworks Act, 1864.

Notice is hereby given, That the Office of the Sheffield Inundation Commissioners is situate at [*specify Place and Street, and Number, if any*], within the Borough of Sheffield in the County of York, and that every Person claiming to be entitled to Damages under the above-mentioned Act must lodge a Statement of his Claim with such Particulars and within such Time as are in and by the said Act required, or his Claim will be barred.

Dated this _____ Day of _____ 186 .

(Signed) X. Y.,
Clerk to the Commissioners.

[*Local.*]

The Sheffield Waterworks Act, 1864.

The SEVENTH SCHEDULE.

Form of Grant of terminable Annuity.

The Sheffield Waterworks Act, 1864.

Terminable Annuity, No. £

By virtue of the above-mentioned Act, we, the Company of Proprietors of the Sheffield Waterworks, in consideration of the Sum of £ paid to us by A.B. of do hereby grant unto the said A.B., his Executors, Administrators, and Assigns, the annual Sum of £ charged upon and to be issuing out of the Undertaking of the Company, and the Water Rents or Rates and Income of the Company arising under the said Act, or any Act or Acts therein mentioned, to have the same to the said A.B., his Executors, Administrators, and Assigns, for the Term of Years from the Date hereof, the same to be payable at in equal half-yearly Payments on the Day of and the Day of in every Year, the first of such Payments to be made on the Day of 186 .

Given under our Common Seal, this Day of 186

L.S.

The EIGHTH SCHEDULE.

Form of Transfer of terminable Annuity.

The Sheffield Waterworks Act, 1864.

I, A.B. of in consideration of the Sum of £ paid to me by C.D. of do hereby transfer to the said C.D. a certain Grant of a terminable Annuity made by the Company of Proprietors of the Sheffield Waterworks to dated numbered , and granting an Annuity of £ for Years from the Date thereof [or, if the Transfer is by Indorsement, the within-written Grant of an Annuity] and all my Interest in the said Annuity.

In witness, &c.

(Signed) A.B.

L.S.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1864.