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VICTORIÆ REGINÆ.

Cap. cxiv.

An Act for supplying with Water the Town of *Peterborough* and certain Parishes and Places adjacent thereto in the Counties of *Northampton* and *Lincoln*. [15th July 1867.]

WHEREAS the Town of *Peterborough* and the Parishes and Places in the Neighbourhood thereof are at present inadequately supplied with Water, and it is expedient that a better Supply should be afforded them: And whereas such Supply of Water could be obtained from the Lake called or known as the *Peakirk* Gravel Pit in the Parish of *St. James Deeping* in the Parts of *Kesteven* and County of *Lincoln*: And whereas Plans and Sections of the Reservoirs, Aqueducts, and other Works (herein-after called "the Waterworks") proposed to be made for the Purpose of affording such Supply of Water showing the Line and Levels thereof, with a Book of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands through and upon which the Waterworks are proposed to be constructed, have been deposited at the Offices of the Clerks of the Peace for the County of *Northampton* and Parts of *Kesteven* in the County of *Lincoln*: And whereas the several Persons herein-after

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named and others are willing, at their own Expense, to afford such Supply, and to make and maintain all the necessary Works for the Purpose; but such Objects cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "*Peterborough Water Act, 1867.*"

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

2. "The Companies Clauses Consolidation Act, 1845," Part I. of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Waterworks Clauses Acts, 1847 and 1863," are (except where specially varied by this Act) incorporated with and form Part of this Act.

Interpre-
tation of
Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression "the Company" shall mean the Company incorporated by this Act; the Expression "the Waterworks" or "the Undertaking" shall mean the Waterworks, Reservoirs, Conduits, Mains, Pipes, Pumping Stations, Works, and Conveniences connected therewith, or Undertaking by this Act authorized, or any Part thereof; and the Expression "Superior Courts" or "Court 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 common Simple Contract Debt, and not a Debt or Demand created by Statute.

Subscribers
incorporated.

4. *Thomas Eyre Foakes, James Hendry*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, their Executors, Administrators, Successors, and Assigns respectively, shall be united and incorporated into a Company for the Purpose of constructing, forming, and laying down Reservoirs, Conduits, and Aqueducts, or Main Pipes, and all other Works necessary or convenient for supplying the Inhabitants and other Persons within the Limits of this Act with Water, and for other the Purposes of this Act, and for those Purposes shall be incorporated by the Name of "*the Peterborough Waterworks Company,*" and by that Name shall be a Body Corporate, with perpetual Succession and a
Common

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Common Seal, and shall have Power to purchase and hold Lands and other Property for the Purposes of this Act.

5. Subject to the Provisions in this and in the incorporated Acts contained, the Company may make and maintain the Waterworks in the Lines, upon the Levels, and upon the Lands delineated on the said Plans and Sections and described in the Books of Reference, and for those Purposes may enter upon, take, and use such of the Lands and Waters delineated on the deposited Plans within the Limits of Deviation shown thereon and described in the Book of Reference, and may take and divert from the *Peakirk* Gravel Pit and the Springs and Streams supplying Water to the same such Water as they require for the Purposes of this Act; and in constructing the Works by this Act authorized to be made the Company may make lateral Deviations from the Line of such Works not exceeding the Limits of Deviation shown on the said Plans, and may deviate from the Levels of the Reservoir to any Extent not exceeding Three Feet, and of other Works as delineated on the deposited Sections to any Extent not exceeding Five Feet. The Waterworks herein referred to and authorized by this Act are:—

Power to make Waterworks and take Lands for Works according to deposited Plans.

A depositing Basin or Reservoir, with all necessary Approaches, Embankments, connecting Channels, and other Works connected therewith, to be situate wholly in the Parish of *Saint James Deeping* in the said County of *Lincoln*, and in a Field known as the *Ballast Hole* or *Peakirk* Gravel Pit, commencing on the North Side of the River *Welland*, and terminating at or near the Post on the *Great Northern* Railway indicating 83 Miles from *London*:

A Main Conduit or Main Line of Pipes commencing in the Parish of *Saint James Deeping* and County of *Lincoln* by a Junction with the said Reservoir at the Southern End thereof, and terminating in the said Parish of *Peterborough* at or near the public Bridge carrying the *London* Road over the River *Nene*.

6. The Capital of the Company shall be Sixteen thousand Pounds, divided into One thousand six hundred Shares of Ten Pounds each.

Capital.

7. The Company shall not issue any Share created under the Authority, of this Act nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share is paid up in respect thereof.

Share not to vest until One Fifth paid up.

8. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Two Months at the least shall be the Interval between

Calls.

between

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between each successive Call, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon any Share.

Receipts of Guardians, &c. to be sufficient Discharge.

9. If any Money be payable to a Shareholder being a Minor, Idiot, or Lunatic, the Receipt of his or her respective Guardian or Committee shall be a sufficient Discharge to the Company for the same.

Power to borrow on Mortgage.

10. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Four thousand Pounds, but no Part thereof shall be borrowed until the whole Capital of Sixteen thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the 40th Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the Capital has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share in such Capital has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ-fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justices of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Receiver.

11. The Mortgagees of the Company may enforce Payment of the Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver the Amount owing shall not be less than One thousand Pounds in the whole.

Monies borrowed on Mortgage to have Priority.

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

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13. All Monies raised under this Act, whether by Shares or borrowing, shall be applied for the Purposes of this Act only. Application of Monies.
14. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* and *August* in every Year. First and other Meetings.
15. The Quorum of General Meetings of the Company shall be Ten Shareholders present personally or by proxy, holding in the aggregate not less than Three thousand Pounds in the Capital of the Company. Quorum of General Meetings.
16. The Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be not less than Five, and such Shareholders shall hold in the aggregate not less than One thousand Pounds in the Capital of the Company. Number of Shareholders to convene extraordinary Meeting.
17. The Number of the Directors shall be Five, but it shall be lawful for the Company from Time to Time to reduce the Number, provided that the Number be not less than Three. Number of Directors.
18. The Qualification of a Director shall be the Possession in his own Right of not less than Ten Shares. Qualification of Directors.
19. The Quorum of a Meeting of Directors shall be Three. Quorum.
20. *Thomas Eyre Foakes, James Hendry, William Arnold Bainbridge*, and Two other Persons to be appointed by them, shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting held after the passing of this Act; at such Meeting the Shareholders present in person or by proxy may either continue in Office the Directors appointed by this Act, or in pursuance of this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act, or any of them, being, if qualified, eligible for Re-election; and at the First Ordinary Meeting the Shareholders present in person or by proxy shall (subject to the Power herein-before contained for reducing the Number of Directors) elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in the "Companies Clauses Consolidation Act, 1845," contained, and the several Persons elected at any such Meeting, being neither removed or disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act. First Directors to continue in Office until First Meeting after passing of this Act.

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Land by Agreement.

21. The Company may from Time to Time purchase by Agreement, and hold, in addition to the Lands described on the deposited Plan and Book of Reference, any Quantity of Land not exceeding in the whole at any One Time Two Acres, and may also from Time to Time purchase by Agreement any such Right or Easement, not being a Right or Easement of Water, in, upon, under, or over Lands as they may think requisite for the Purposes of this Act.

Powers for compulsory Purchases limited.

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

Parties may grant Easements.

23. The Persons empowered by "The Lands Clauses Consolidation Act, 1845," to sell and convey Lands, may, if they think fit, grant to the Company any Easements or Rights (not being Easements or Rights of Water) in or over Lands, and the Provisions of the last-mentioned Act and of the Lands Clauses Consolidation Amendment Act, 1860, with respect to the Purchase of Land by Agreement and to Rentcharges, shall extend and apply to such Easements and Rights and to Rentcharges granted for the same.

Period within which Works are to be completed.

24. The Waterworks shall be completed within Four Years from the passing of this Act, and on the Expiration of that Period the Powers of this Act granted by the Company for making the Waterworks, or otherwise in relation thereto, shall cease to be exercised, except as to so much as is then completed: Provided always, that, with the Consent in Writing of the *Peterborough* Improvement Commissioners, the Time for the Completion of the Waterworks shall be extended to Seven Years after the passing of this Act: Provided also, that, subject to the Restrictions and Provisions of this Act, the Company may from Time to Time alter, enlarge, and extend their Engines, Machinery, Wells, Mains, and Pipes in such Way and Manner as shall be necessary for supplying Water within the Limits of this Act.

As to Water from Peakirk Gravel Pit.

25. The Company shall pay to *Richard Thompson* Esquire, his Heirs, Executors, Administrators, and Assigns, the Sum of Fifty Pounds *per Annum* for taking and diverting the Water from the Ballast Hole or *Deeping St. James'* Gravel Pit, and the Springs and Streams supplying Water to the same, and for all Damage and Inconvenience caused by the Company taking, diverting, and using the said Water, the Payment of the said Sum of Fifty Pounds *per Annum* to commence at the End of Twelve Months from the Time of the passing of this Act, and to be paid by equal half-yearly Payments, and in addition thereto a further Sum of Ten Pounds *per Annum* for every One *per Cent.* paid to the ordinary Shareholders of the said Company after the Payment to them of Seven and a Half *per Cent.*

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per Annum, such annual Sum or Sums to be a Rentcharge upon the Undertaking, and to rank accordingly.

26. Any Pipe or other Work which may be laid under or across any Railway or Land of the *Midland* Railway Company, or in which that Company is interested, shall be laid to the Satisfaction of the Engineer for the Time being of the *Midland* Railway Company; and it shall not be lawful for the Company in carrying into execution the Powers of this Act in any way whatever to alter the Levels of or injuriously to affect any such Railway or any of the Works from Time to Time connected therewith, or to interfere with, prevent, or in anywise impede the free, uninterrupted, and safe Passage upon, over, and along any such Railway, or any Part thereof.

For Protection of the *Midland* Company's Railways.

27. The Company shall not purchase or take compulsorily any Land or Property of the *Midland* Railway Company, but they may purchase and acquire compulsorily an Easement or Right of laying down and maintaining through the Lands of that Company the Pipes by this Act authorized to be laid down through the same; and neither the Company nor any Person in the Execution of this Act shall enter upon, use, or interfere with the Railways, Lands, and Properties of the *Midland* Railway Company, save only so far as may be necessary for the Purpose of laying down and maintaining the said Pipes as by this Act authorized.

Property of the *Midland* Railway Company not to be purchased compulsorily and Interference therewith restricted.

28. The Company shall from Time to Time and at all Times hereafter pay and make good to the *Midland* Railway Company all Loss, Costs, Damages, and Expenses which they may sustain, incur, or be put to, or held liable for, in, about, or in consequence of the laying down, maintaining, and repairing any Pipes or other Work under or across the said Railways or Properties, or on account of any Injury that may be done to the said Railways or Property, or to the Engines, Carriages, Goods, and Passenger or other Traffic passing or being upon their Railways, or of any Stoppage, Hindrance, or Delay in the carrying on of their Passenger and other Traffic, or otherwise howsoever by reason of or consequent upon any Escape or Flow of Water from the Waterworks, Reservoir, and other Works by this Act authorized, or any of them, in, to, or upon the said Railways, whether by the bursting, breaking down, or giving way of any Part of the said Waterworks, Reservoir, and Works, and from any other Cause, and whether arising from any Act or Negligence of the Company, or their Agents, Servants, or Workmen, or from inevitable Accident or otherwise howsoever, and also for or by reason of any Earth, Stones, Sand, or other Material which may be carried down by the Water and deposited upon the said Railways, or of any Injury caused by the same or resulting therefrom, and all such Loss, Costs, Damages, and Expenses

Damages to *Midland* Railway to be made good.

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Expenses shall and may be sued for and recovered by Action at Law in any Court of competent Jurisdiction.

Option to
Railway
Companies
to lay Pipes,
&c. at level
Crossings.

29. Whenever the Company desire that any Pipe or Work should be laid or constructed in, under, or across any Road, Way, or Street where a Railway belonging to any Company incorporated by Act of Parliament crosses such Roadway or Street on the Level, they shall give Notice in Writing to such Railway Company of the Manner in which they desire the Pipe or Pipes to be laid, or Work to be constructed; and if the Railway Company do not, within Fourteen Days from the giving of such Notice, give the Company Notice in Writing that they object to the proposed Manner of Construction, or that they will undertake the Work themselves, the Company may proceed to lay down such Pipe or Pipes and construct such Work in the Manner indicated in the said Notice: Provided always, that it shall be lawful for the Railway Company, if they so see fit, and on giving to the Company Notice as aforesaid, to lay down such Pipe or Pipes and construct such Works themselves, and in that Case the Railway Company shall commence and complete the Work with all reasonable Despatch, and on the Completion thereof the Company shall repay to the Railway Company all reasonable Expenses incurred therein: Provided further, that in case any Difference shall arise between the Company and the Railway Company as to the Manner in which such Pipe or Pipes or Works shall be laid or constructed in, under, or across such Roadway or Street, the same shall be forthwith referred to an Engineer to be appointed by any Two Justices sitting in Petty Sessions within the Limits of the Borough of *Peterborough* on the Application of either Party, and the Company shall lay the same as such Engineer shall determine, and not otherwise.

Saving
Rights of
Midland
and Great
Northern
Railway
Companies.

30. Except as in this Act otherwise expressly provided, nothing contained in this Act or in any Act wholly or partially incorporated therewith respectively shall abridge or prejudice or take away any of the Rights, Privileges, Powers, or Authorities of or belonging to, or vested in, or lawfully exercised by the *Midland Railway Company* and the *Great Northern Railway Company* respectively.

Limits of
Act.

31. The Limits of this Act for the Supply of Water by the Company comprise the Town and Borough of *Peterborough*, and the Parishes, Townships, and Places of *St. James Deeping* in the Parts of *Kesteven* and County of *Lincoln*, and *Mazey, Peakirk, Etton, Glinton, Werrington, Walton Paston, New England, Dodsthorpe, Dogsthorpe, and Peterborough*, all in the County of *Northampton*.

Rates for
Supply of
Water.

32. The Company shall, at the Request of the Owner or Occupier of any private Dwelling House or Part of a private Dwelling House

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House in any Street in which any Pipe of the Company shall be laid, or on the Application of any Person who, under the Provisions of this Act or any Act incorporated herewith, shall be entitled to demand a Supply of Water for domestic Purposes, which shall include One Watercloset, furnish to such Owner or Occupier or other Persons a sufficient Supply of Water for domestic Uses at Rates not exceeding the yearly Rates herein specified according to the annual Rackrent or Value of such Dwelling House or Part of a Dwelling House; (that is to say,)

Where the annual Rackrent or Value of the Premises so supplied with Water shall not exceed Twenty Pounds, at a Rate *per Centum per Annum* not exceeding Seven Pounds Ten Shillings: Provided always, that the Company shall not be obliged to furnish any such Supply for any less Sum than Twopence *per Week*:

Where such annual Rackrent or Value shall exceed Twenty Pounds and not exceed Forty Pounds, at a Rate *per Centum per Annum* not exceeding Seven Pounds:

Where such annual Rackrent or Value shall exceed Forty Pounds and not exceed Eighty Pounds, at a Rate *per Centum per Annum* not exceeding Six Pounds Ten Shillings:

Where such annual Rackrent or Value shall exceed Eighty Pounds, at a Rate *per Centum per Annum* not exceeding Six Pounds:

For every Watercloset beyond the first, the Sum of Five Shillings *per Annum*:

For every Bath, the Sum of Ten Shillings *per Annum*.

33. The Company shall not be compelled to supply with Water any Watercloset or private Bath, or the Pipes or Apparatus connected therewith, unless the same shall be so constructed and used as to prevent the Waste, Misuse, or undue Consumption of the Water of the Company, and the Flow or Return of foul Air or other noisome or impure Matter into the Mains or Pipes of the Company, or into any Pipes connecting or communicating therewith, nor any private Baths which shall be so constructed as to contain when filled for Use more than Fifty Gallons of Water.

Protection from Impurities and against Waste.

34. The Company shall, upon the Request in Writing of the *Peterborough* Improvement Commissioners, lay down Pipes and other necessary Works for the Supply of Water for public Purposes within the Limits of "The *Peterborough* Improvement and Cemetery Act, 1850," and shall keep the same in repair, and the Company may charge for such Pipes and Supply of Water such reasonable annual Rent as shall be agreed upon between the Parties, and in case of Disagreement the same shall be settled by Two Justices of the Peace

As to public Supply of Water.

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in manner provided by Section 37 of the Waterworks Clauses Act, 1847.

Regulations to be made for preventing Waste of Water.

35. The Company from Time to Time may make such Regulations as shall be necessary or expedient for the Purpose of preventing the Waste or Misuse of Water, and amongst other things may prescribe the Size, Nature, and Strength of the Pipes, Cocks, Cisterns, and other Apparatus whatsoever be used, and may interdict any Arrangements and the Use of any Pipes, Cocks, Cisterns, or other Apparatus which may tend to such Waste or Misuse as aforesaid: Provided always, that such Regulations shall not have Effect until approved of by Two Justices of the Peace having Jurisdiction in the Borough of *Peterborough*.

Limitation of Pressure.

36. The Water to be supplied from any Pipe of the Company need not be laid on under a Pressure greater than that to be afforded from the Service Reservoir of the Company.

Water may be supplied by Agreement.

37. The Company may supply any Person with Water for any Purpose in respect of which no Special Rates are by this Act granted for such Remuneration and upon such Terms and Conditions as shall be agreed upon between the Company and the Person desiring such Supply.

Company may remove Pipes from unoccupied Premises on giving Notice to the Owner.

38. If and whenever any House, Building, or Premises which shall have been supplied with Water by the Company shall be unoccupied, the Company, their Agents, Servants, or Workmen, after giving Twenty-four Hours previous Notice to the Owner by serving the Notice on him or leaving the same at his usual Place of Abode (or, if the Owner or his usual Place of Abode be not known to the Company after due Inquiry, by affixing the same for Three Days on some conspicuous Part of such House, Building, or Premises), may enter into such House, Building, or Premises between the Hours of Nine o'Clock in the Forenoon and Four o'Clock in the Afternoon, and remove and carry away any Pipe, Fittings, or other Works the Property of the Company: Provided always, that if the Owner or Lessee of such House, Building, or Premises shall tender to the Company the Value of any such Pipe, Fittings, or other Works therein, the Company shall sell the same to such Owner or Lessee, and in case of Dispute as to the Value of any such Pipe, Fittings, or other Works the same shall be settled by Two Justices having Jurisdiction in the Borough of *Peterborough*.

Recovery of Charges for Supply of Water.

39. In case any Person who shall have been supplied with Water by the Company, or who shall be liable to Payment in respect of a Supply of Water, under or by virtue of the Provisions of this Act, shall

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shall neglect or refuse to pay the Amount due in respect of such Supply for the Space of Fourteen Days after Demand thereof by the Company, their Agent or Collector, it shall be lawful for any Justice having Jurisdiction where such Person shall then reside, or where such Water shall have been supplied, to issue his Summons to such Person requiring him to appear before the Justices having Jurisdiction as aforesaid at a Time and Place named, then and there to show Cause why the Sum so demanded should not be paid; and if on the Appearance of such Person, or, in default of Appearance, after Proof of the Service of the Summons either personally or at the last known Place of Abode or of Business of such Person, no sufficient Cause shall be shown to the contrary, it shall be lawful for such Two Justices to issue their Warrant of Distress for the Seizure and Sale of the Goods and Chattels of such Person for the Recovery of the Amount which may be proved before such Justices to be due from such Person, together with such Costs as to such Justices shall seem just and reasonable.

40. In case any Consumer of the Water of the Company shall leave the Premises where such Water has been supplied to him without paying to the Company the Water Rate due from him, the Company shall not be entitled to require from the next Tenant of such Premises the Payment of the Arrears left unpaid by the former Tenant, unless such incoming Tenant shall have undertaken to pay or exonerate him from the Payment of such Arrears.

Incoming
Tenant not
liable for
Arrears.

41. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the Company to take, use, or in any Manner interfere with any Land or Hereditaments, or any Rights of whatsoever Description, belonging to the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained extend to take away, prejudice, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Saving
Rights of
the Crown.

42. The Agreement dated the 18th Day of *March* 1867, and made between the *Great Northern Railway Company* of the one Part, and *William Arnold Bainbrigge* and *Thomas Eyre Foakes* of the other Part, on behalf of the Company, as to the Construction of the Works on and near the Property of the *Great Northern Company*, and the Supply of Water to that Company, and set forth in the

Confirming
Agreement
with Great
Northern
Company.

Schedule

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Schedule to this Act, is hereby confirmed, and shall be binding on the Company.

Recovery of Sums by Action.

43. Where any Person fails to pay any Water Rate or other Sums due to the Company, the Company may recover the same, with full Costs of Suit, in any Court of competent Jurisdiction, and the Remedies of the Company under this Enactment shall be in addition to their own Remedies in that Behalf.

Several Sums in One Summons.

44. Any Summons or Warrant issued for any of the Purposes of this Act may contain in the Body thereof or in a Schedule thereto several Names and several Sums.

Costs of Distress.

45. Any Justice who issues any Warrant of Distress for any of the Purposes of this Act may order that the Costs of the Company of and incident to the Recovery of the Money to be levied shall be paid by the Person liable to pay the Money, and the Costs shall be ascertained by the Justices, and shall be included in the Warrant of Distress for the Recovery of the Money.

Penalties on the Company not cumulative.

46. Penalties imposed on the Company for one and the same Offence by several Acts of Parliament shall not be cumulative, and for this Purpose this Act and the Acts incorporated herewith shall be deemed separate Acts.

No Justice to be disqualified by being a Shareholder, &c.

47. No Justice shall be disqualified for acting in the Execution of this Act by reason of his being a Shareholder in the Company, or by being liable to Payment of Rent or other Charge under this Act.

Expenses of Act.

48. All the Costs, Charges, and Expenses of obtaining and passing this Act, and preparatory or incidental thereto, shall be paid by the Company.

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SCHEDULE.

ARTICLES OF AGREEMENT made this 18th Day of March 1867 between the Great Northern Railway Company of the one Part, and William Arnold Bainbrigge, of No. 2, Cloisters, Temple, Barrister-at-Law, and Thomas Eyre Foakes, of New Square, Lincoln's Inn, Esquire, being Promoters of the "Peterborough Water Bill," herein-after referred to, and being duly authorized to covenant for and on behalf of the Company intended to be incorporated by the said Bill, of the other Part.

WHEREAS a Bill is pending in Parliament, under the Name of the "Peterborough Water Bill," for supplying with Water the Town of Peterborough and certain Parishes and Places adjacent thereto in the Counties of Northampton and Lincoln, of which Bill the Parties hereto of the Second Part are Promoters: And whereas Power is sought by the said Bill to interfere with the Property of the Great Northern Railway Company, who object to certain of the Works proposed to be authorized by the said Bill, and especially to the Position of the Reservoir shown upon the Plans deposited with relation to the Bill, and they apprehend Danger or Inconvenience to their Undertaking unless Restrictions are placed upon the said Works, and the said Railway Company have accordingly petitioned the House of Commons against the said Bill, but have agreed, at the Request of the Promoters, not to appear upon the said Petition, or to oppose the further Progress of the Bill, in consideration of the Covenants and Stipulations herein-after contained to be performed by the Peterborough Waterworks Company when incorporated. Now it is hereby mutually declared and agreed, and the Parties hereto of the Second Part do, on behalf of themselves and of the Peterborough Waterworks Company (for which Company they are duly authorized to contract), covenant, promise, and agree with and to the Great Northern Railway Company as follows:

1. The Waterworks Company shall make their Reservoir in the Westernmost Portion of the Field numbered on the deposited Plans 9, in the Parish of St. James Deeping, of a Form in the Manner to be approved of by the Great Northern Railway Company.

2. The Pipes from the Reservoir to the Main Pipes by the Side of the Railway shall be carried immediately within the Limits of Deviation shown on the Property numbered 9 and 10 in the said Parish, so as to interfere as little as possible with the Ballast.

3. The Main Pipes by the Side of the Railway shall not be carried nearer than Fifty Feet from the Westernmost Rail of the Great Northern Company's Line of Railway in the Parishes of St. James Deeping and Maxey and Peakirk.

4. The Great Northern Railway Company shall not be liable to the Waterworks Company for any Damage which may be caused by their draining off the Water in the Ballast Hole, or by reason of any Drainage or Leakage which may take place under the Railway by reason of their getting Ballast on the Eastern Side of the Railway.

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5. The Waterworks Company shall be at liberty to puddle the Bank joining the present Ballast Hole and the Bottom thereof, so as to prevent the Leakage of Water under the Railway.

6. The Waterworks Company shall lay down Pipes to the Great Northern Company's Works at New England and Peterborough, and shall supply there as well as to the Houses of the Railway Company's Workmen at New England and Peterborough, upon Plans to be approved by the Engineer of the Great Northern Company, and upon Terms to be agreed upon, or, in default of Agreement, settled by Arbitration.

7. The Waterworks Company shall place all the Ballast taken out of their Reservoir, not required for their own Works, at the Disposal of the Great Northern Railway Company in such a Position as the Engineer of the Railway Company shall determine, within 200 Yards of the Reservoir.

8. The said Promoters or the Company to be incorporated to pay for the Land required for the Purposes of the Reservoir and Works belonging to the Great Northern Railway Company on Terms to be agreed, or, failing Agreement, to be settled as provided by Lands Clauses Consolidation Act.

9. The foregoing Stipulations may be varied by the Two Companies by common Consent, provided that every such Variation is within the Statutory Powers of the Two Companies, and does not affect the Rights of Third Parties.

10. This Agreement shall, if Parliament think fit, be confirmed by the said Bill, and be inserted in a Schedule thereto.

W. A. BAINBRIGGE, }
THOMAS E. FOAKES, } Promoters of the said Bill.



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