# CHAP. cxxviii.

An Act to authorise the Company of Proprietors of the Birmingham Waterworks to extend their limits of supply; to construct further works; and for other purposes. A.D. 1870.

[14th July 1870].

WHEREAS by "The Birmingham Waterworks Act, 1855," (in this Act called "the Act of 1855") the company of proprietors of the Birmingham waterworks (in this Act called "the Company"), incorporated by a previous Act thereby repealed, were continued and were authorised to maintain certain waterworks, and to construct further works, and to continue and furnish a supply of water to the town of Birmingham and certain other places: 18 & 19 Vict. c. xxxiv.

And whereas by the same Act the share capital of the Company was declared to be four hundred and twenty thousand pounds, consisting of the sum of two hundred and forty thousand pounds, their existing share capital, and one hundred and eighty thousand pounds thereby authorised to be raised, and the Company were empowered to borrow on mortgage at any time any sum not exceeding (together with their then existing mortgage debt of thirty thousand pounds) the sum of sixty thousand pounds, and were also empowered, when the whole of the additional capital thereby authorised to be raised should have been raised, and one half thereof should have been paid up, to borrow any further sums not exceeding (inclusive of the said sum of sixty thousand pounds) the sum of one hundred and five thousand pounds:

And whereas the whole of the share and loan capital authorised by the Act of 1855 has been raised:

And whereas by the "Birmingham Waterworks Act, 1866," (in this Act called "the Act of 1866") the Company's limits of supply were extended, and they were authorised to make and maintain additional waterworks, and to raise an additional share capital not exceeding three hundred and thirty-six thousand pounds, and to borrow on mortgage further sums not exceeding in the whole eighty-four thousand pounds: 29 & 30 Vict. c. lxxxiii.

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And whereas under the powers of the Act of 1866 the said share capital of three hundred and thirty-six thousand pounds has been created, but no money has been borrowed on mortgage under the same Act:

And whereas it is expedient that the limits within which the Company are authorised to supply water should be extended, subject as to a portion of such extended limits to agreements between the Company and the South Staffordshire Waterworks Company as in this Act provided:

And whereas since the passing of the Act of 1866 the demand for water within the Company's limits has increased and is still increasing, and it is expedient that the Company be authorised to obtain a further supply of water and to construct additional works:

And whereas the moneys authorised to be raised under the Act of 1866, and still unexpended, are sufficient to provide for the expense of the additional works authorised by this Act:

And whereas plans and sections of the intended works showing the lines, situations, and levels thereof respectively, and books of reference to such plans containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of the lands and streams in or through which the same are intended to be made or pass, or which may be taken under the powers of this Act, have been deposited with the respective clerks of the peace for the counties of Warwick and Worcester, and are in this Act respectively referred to as the deposited plans, sections, and books of reference:

And whereas the objects of this Act 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 as "The Birmingham Waterworks Act, 1870."

Interpretation of terms in this and incorporated Acts.

**2.** 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; 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 that term is

used was a common simple contract debt, and not a debt or demand created by statute.

Provisions of general Acts herein named incorporated.

**3.** The following Acts and parts of Acts (so far as the same respectively are applicable for the purposes and are not inconsistent with the provisions of this Act) are hereby incorporated with this Act; namely,

"The Waterworks Clauses Acts, 1847 and 1863:"

"The Lands Clauses Consolidation Acts, 1845, 1860, and 1869:"

The provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the temporary occupation of lands near the railway during the construction thereof.

Extension of Company's limits for supply of water.

**4.** The limits of the Company's Acts are hereby extended so as to include, in addition to the parishes, townships, and places mentioned in section 4 of the Act of 1866, the parish of Northfield in the county of Worcester, and, in case of agreement between the Company and the South Staffordshire Waterworks Company under the powers for that purpose in this Act contained, but not otherwise, the parish of Handsworth in the county of Stafford, or so much of that parish as shall in any such agreement be expressed and limited to be supplied with water by the Company; and, subject to this Act, the provisions of the Act of 1855 and the Act of 1866 respectively shall extend and apply to the said parishes of Northfield and Handsworth as if those parishes had been by name mentioned in those Acts and included within the limits thereof respectively.

Power to make waterworks and take lands, &c.

**5.** Subject to the provisions in this Act and in the incorporated Acts contained, the Company may make and maintain in the lines or situations, and according to the levels and upon the lands shown on the deposited plans and sections and described in the deposited books of reference, the reservoirs, lines of pipes, conduits, and other works shown on the deposited plans, with all proper approaches, works, and conveniences connected therewith, and may enter on, take, and use such of the lands described in the said plans and book of reference as they require for the purposes of their undertaking, and may take, use, and appropriate for those purposes all streams and waters shown or mentioned on the deposited plans as intended to be intercepted or otherwise taken, and all waters found in or under any lands taken by them, and may stop up all roads and ways within the limits of deviation defined on the deposited plans which are shown thereon as intended to be stopped up.

Water from rivers Bourne and Blythe to be filtered by the Company.

**6.** The Company shall not supply water derived from the rivers Bourne and Blythe, or either of them, unless they shall from time to time have constructed filter beds of a sufficient area to enable the quantity of water from time to time so derived to be filtered by being

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passed through, and shall have passed the same through such filter beds at a rate or velocity not exceeding six inches in one hour.

Limits of lateral deviation.

**7.** Wherever and so far as the line of any work shown upon the deposited plans passes along any road, and no limits of lateral deviation are marked thereon, the Company may in the construction of such work deviate laterally from the line thereof, as laid down on such plans, to the extent of the boundaries of such road, and elsewhere the Company may in constructing the said works deviate laterally from the lines thereof, as laid down on the said plans, to the extent of the limits of lateral deviation shown thereon.

Limits of vertical deviation.

**8.** In constructing the said works the Company may deviate vertically from the levels shown on the deposited sections to any extent not exceeding five feet.

Temporary occupation of lands.

**9.** The provisions with respect to the temporary occupation of lands incorporated with this Act shall apply only to the reservoirs authorised by this Act and the works immediately connected therewith, and for the purposes of this Act those provisions shall be read as if the said reservoirs and works were therein mentioned instead of the railway, and the boundaries of the reservoirs and works instead of the centre of the railway.

Mr. Dugdale to have right of fishing in reservoirs.

**10.** Notwithstanding anything contained in or done under this Act or any Act incorporated herewith, William Stratford Dugdale, his heirs, appointees, and assigns, shall have the sole and exclusive right of fishing in the several reservoirs by this Act authorised, except the filter beds, and also the right of using a boathouse of the Company, to be erected by them on the banks of the Bourne reservoir, and of keeping therein not more than than two boats, and of using the same thereon; provided that nothing herein contained shall limit the right of the Company to draw off the water from the said reservoirs in any manner and at all times for their own purposes.

Limit of number of houses on lands taken from Mr. Dugdale.

**11.** The Company shall not erect any dwelling-house or houses on the lands taken by them from the said William Stratford Dugdale under this Act or any Act incorporated herewith, other than dwelling-houses for the occupation of the Company's servants in charge of the said works, and such houses shall not exceed ten in number.

Provision for supply of water to Hams Hall.

**12.** The Company shall, whenever requested in writing by the owner or tenant for the time being in possession of Hams Hall, supply so much water as may be required for the use of such owner or tenant for domestic purposes at the same rates as are from time to time payable by the inhabitants of Birmingham, and shall lay down on the highways and through the Hams Hall estate and the estates

of such adjoining owners as may be necessary (provided the consent of the parish authorities and such adjoining owners can be obtained), the requisite pipes for that purpose at the cost of the Company, but interest at the rate of five per centum per annum on the cost of laying such pipes through the said estate shall be paid by the owner or owners of the Hams Hall estate half-yearly.

As to supply of water in river Bourne.

**13.** The supply of water which the Company are hereby authorised to take from the river Bourne shall be so regulated as at all times to leave in that part of the said river where it adjoins the Hams Hall estate below the Whitacre station of the Midland Railway Company a quantity of water equal to the present ordinary summer level of the stream, all reasonable facilities being afforded by the owner for the time being of the said Hams Hall estate for executing the works requisite for this object.

Compensation for residential damage to Hams Hall.

**14.** The Company shall, in addition to any claim under the general provisions of "The Lands Clauses Consolidation Act, 1845," make full compensation and satisfaction for any damage and injury of a residential character which may be done or occasioned to the Right Honourable Sir Charles Bowyer Adderley, or other the owner for the time being of the Hams Hall mansion, by reason or in consequence of the construction or use by the Company of the intended engine-house, filter-beds, reservoir pumping engines, and other works by this Act authorised to be erected in the parish of Shustoke near the Whitacre railway station; and the amount of such compensation shall, in case of difference between the said Sir Charles Bowyer Adderley, or other the said owner for the time being, and the Company, be settled as directed by "The Lands Clauses Consolidation Act, 1845," with reference to the settlement of questions of disputed compensation arising under that Act; but any claim for compensation under this section shall be made within twelve calendar months from the completion of the said engine-house, filter-beds, reservoir pumping engines, and other works.

For protection of gas companies.

**15.** Nothing contained in this Act or in any Acts incorporated herewith shall in anywise prejudice, diminish, alter, or take away any of the rights, privileges, powers, or authorities of or belonging to or vested in the Birmingham Gaslight and Coke Company, or the Birmingham and Staffordshire Gaslight Company, or subject those companies, or either of them, to any penalty, liability, or obligation, or (except so far as may be required for the purposes of this Act) authorise the taking or user of or any interference with any land, mains, pipes, or property of those companies, or either

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of them, without their consent, in writing respectively, under their respective common seals previously obtained.

As to works affecting London and North-western Railway Company.

**16.** The intended aqueduct, conduit, or line of pipes where the same will cross the Sutton Coldfield Branch Railway of the London and North-western Railway shall, if required by the London and North-western Railway Company, be laid and carried under that branch railway by means of a walled passage or culvert to be constructed by the Company of such height and width as shall admit of such aqueduct, conduit, or line of pipes being examined and repaired without interfering with or disturbing the said branch railway or any of the works thereof, and the same, as also all other works, to be executed by the Company across or in any way affecting the said branch railway, or any other railway of that company, or any of the bridges or works thereof, shall be constructed and executed in all respects to the reasonable satisfaction and under the superintendence of the principal engineer for the time being of that company, and according to plans to be previously approved in writing by him, but in all things at the expense of the Company; and such aqueduct, conduit, or line of pipes for the entire length thereof across the said branch railway, and the lands and works thereto belonging, shall be of such material, dimensions, quality, and thickness as such engineer shall in writing reasonably require, and such aqueduct, conduit, or line of pipes, walled passage or culvert, and all the works so to be constructed by the Company, shall be maintained by the Company, and such repairs effected to the reasonable satisfaction and under the superintendence of such engineer; and if and whenever the Company fail so to do, that company may make and do in and upon as well their own lands as the lands of the Company, all such works and things as that company may reasonably think requisite in that behalf, and the same from time to time certified by such engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to that company by the Company, and in case of non-payment may be recovered from the Company, with full costs, in any court of competent jurisdiction; and the Company shall not in any manner obstruct, hinder, or interfere with the free, uninterrupted, and safe user of the said branch railway, or any railway of that company, or the traffic thereon.

In case of injury Company to make compensation.

**17.** If by reason of any of the works or proceedings of the Company, or the failure of such works, or the leakage or bursting of any of their pipes, the said branch railway, or any railway of the London and North-western Railway Company, or any of the works thereof, shall be injured or damaged, such injury or damage shall be forth-

with made good by the Company at their own expense, or in the event of their failing to do so, then that company may make good the same and recover the expenses thereof, with full costs, against the Company in any court of competent jurisdiction; and if any interruption shall be occasioned to the traffic of the said branch or other such railway by reason of any of the operations or the failure of any of the works of the Company, or any such leakage or bursting as aforesaid, the Company shall on demand pay to that company all costs and expenses to which they may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption; such costs and expenses and compensation to be recovered with full costs as aforesaid.

Limiting compulsory purchase powers affecting London and North-western Railway Company.

**18.** The Company shall not, without the consent of the London and North-western Railway Company in writing under their common seal, purchase, take, enter upon, or use, either temporarily or permanently, any lands or works belonging to that company, or which they have power to take, or any estate, right, easement, privilege, or authority in, over, or upon any such lands or works, or alter, vary, or interfere with the said branch railway or any of the works thereof, except that the Company may purchase, and that company may and shall sell and grant to the Company, such easement as may be necessary for carrying the said aqueduct, conduit, or line of pipes under the said branch railway, and for renewing and keeping the same in good repair.

Saving rights of London and North-western Railway Company.

**19.** Nothing in this Act contained shall prejudice, diminish, alter, or take away any of the rights, privileges, or powers of the London and North-western Railway Company otherwise than as herein expressly provided.

For protection of the Midland Railway Company.

**20.** Whereas the reservoirs delineated on the deposited plans, and therein described as intended reservoirs, will be situate close to and at a higher level than the railway and works of the Midland Railway Company (herein-after called the Midland Company) at Whitacre Junction, and the conduits or lines of pipes delineated on the plan, and distinguished as intended aqueducts or line of pipe, will pass under, along, and across the line of the said railway; and it is expedient that provision should be made for the protection of the railway and works of the Midland Company: Therefore the works by this Act authorised shall be executed only in accordance with and subject to the following provisions:

(A.) The Company shall not commence the construction of either of the said reservoirs or any of the works connected there-

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with, or of so much of any aqueduct, culvert, or line of pipe as is intended to be carried under or across or within fifty feet of any part of the Midland Company's railway or works, or any of the works connected with such part as aforesaid of any aqueduct, culvert, or line of pipe, or from time to time any enlargement or alteration of the aforesaid reservoirs and portion of aqueduct, culvert, or line of pipe (herein-after referred to as works affecting the railway), unless and until the Company shall have delivered to the Midland Company plans, drawings, and sections of the works affecting the railway, with specifications in writing describing the proposed manner of executing the same, and shall have obtained from the principal engineer of the Midland Company a certificate under his hand, approving of such plans, drawings, sections, specifications, and proposed manner of executing those works; or failing such approval within one month of the delivery to the Midland Company of such plans and other documents aforesaid, then a certificate from an engineer to be appointed in that behalf by the Board of Trade, on the application of the Company, with due notice to the Midland Company: Provided always, that in case the engineer of the Midland Company shall not signify his approval or disapproval of such plans within the time before specified, then it shall be lawful for the said Company to proceed with the said works according to the plans and specifications sent to the said Midland Company.

(B.) The aqueduct, conduit, or line of pipes shown on the deposited plans as crossing the railway of the Midland Company shall be carried under that railway at the point or points on that railway shown on the deposited plans and sections by means of a culvert or culverts of sufficient dimensions to admit of the said aqueduct, conduit, or line of pipe being relaid or repaired without any interference with the said railway; and also if and when the Midland Company shall determine to widen their said railway, and lay an additional line or additional lines of rails thereon, or any sidings, the Company shall at their own expense, when required by the Midland Company so to do, lengthen the culvert or culverts to whatever extent may be rendered necessary by such widening, and the upper surface of such culvert or culverts shall not be nearer to the bottom of the rails of the said railway than two feet.

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(C.) With respect to so much and such parts of the aqueducts, conduits, or lines of pipes by this Act authorised as (according to the centre line thereof delineated upon the deposited plans) approach within one hundred yards of any portion of the Midland Company's railway, works, or lands, the Company shall before commencing the same give to the Midland Company notice in writing of their intention so to do, and so much and such parts of the aqueducts, conduits, and lines of pipes as aforesaid shall be laid at any distance not exceeding thirty yards from the railway, works, and lands of the Midland Company as that Company shall by notice in writing under their common seal, or under the hand of their principal engineer for the time being, specify and require; such notice to be given to the Company within two calendar months from the giving of the before-mentioned notice by the Company to the Midland Company: Provided always, that the Company shall not be required to construct or lay any part of any aqueduct, conduit, or line of pipes outside the limits of deviation shown upon the deposited plans: Provided also, that this provision shall not empower the Midland Company to prohibit or prevent any aqueduct, conduit, or line of pipes being carried across the railway as shown upon the deposited plan.

(D.) The works affecting the railway shall be made and maintained of such dimensions and character, in such lines, on such levels, and in such manner as not in any degree to obstruct or prejudice any part of the Midland Company's railway, or any of the works or conveniences thereof, or the carrying on of the traffic on that railway.

(E.) The works affecting the railway, and the other works which the Company may under the provisions of this Act be required by the Midland Company to construct, shall respectively be made and maintained by and at the expense of the Company (except as hereafter mentioned) in accordance with plans, sections, and specifications to be approved as aforesaid, and under the superintendence and to the reasonable satisfaction of the Midland Company's principal engineer, who from time to time may at the expense of the Company appoint and employ such necessary inspectors and watchmen to superintend the execution of the works, and to secure the safety of the Midland Company's railway and the non-interruption of the traffic thereon, as he thinks proper.

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(F.) The Midland Company, if and when they think fit, may execute for and at the expense of the Company all or any of those works respectively which are to be made and maintained in, upon, or within twenty-five feet from any part of their said railway, works, conveniences, and lands; and if any dispute shall arise between the Company and the Midland Company with regard to the costs reasonably incurred by the Midland Company in executing such works, the same shall be settled by arbitration in manner provided by the Railway Companies Arbitration Act, 1859.

(G.) The Company shall not, without the consent of the Midland Company testified by writing signed by their secretary, acquire any part of their lands or property, but if and where any part of the Company's works is to be executed in or upon any land of the Midland Company the Company may acquire an easement or right of making and maintaining the work on that land in such manner as not to prejudice any part of the Midland Company's railway, works, and conveniences, or the passage of engines, waggons, and carriages over or along the said railway.

(H.) The Midland Company shall not be liable to the Company for any loss or damage which they may sustain in the event of accident to a train, or to any engines, carriages, or waggons on the railway of the Midland Company, by or in consequence of which any damage or injury is done to any aqueduct, culvert, or pipe of the Company, or whereby the flow of water in or through the same is impeded or stopped.

In case of injury to railway of Midland Company.

**21.** If by reason of any works or proceedings of the Company, or the failure of any such works, the railway of the Midland Company or any of the works thereto belonging shall be injured or damaged, such injury or damage shall be forthwith made good by the Company at their own expense, or in the event of their failing to do so, then the Midland Company may make good the same and recover the expense thereof, with full costs, against the Company in any court of competent jurisdiction; and if any interruption shall be occasioned to the traffic over the said railway by reason of any of the works or proceedings, or failure of the works of the Company, the Company shall on demand pay to the Midland Company all costs and expenses to which they may be put, as well as full compensation for the loss and inconvenience sustained by them by

reason of any such interruption; such costs and expenses and compensation to be recovered with full costs as aforesaid.

Saving rights of Midland Company.

**22.** Except only as is by this Act expressly provided, this Act or anything herein contained shall not take away, lessen, or prejudicially affect any of the estates, rights, interests, powers, and privileges of the Midland Company.

For protection of works of Birmingham Canal Company.

**23.** In no case shall the Company construct, erect, or maintain any works, or do any act which may injure, hurt, or prejudicially affect any bridge, culvert, feeder, towing-path, or work of the company of proprietors of the Birmingham Canal Navigations (herein-after designated "The Birmingham Canal Company"), without the consent of that company under their common seal.

Power of Company limited as regards interference with Birmingham Canal Company.

**24.** Notwithstanding anything contained in this Act or in any Act incorporated herewith, it shall not be lawful for the Company, without the consent of the Birmingham Canal Company under their common seal first obtained, to take, enter upon, use, interfere with, or acquire, either temporarily or permanently, any right or property in any lands, waters, or works of the Birmingham Canal Company, other than the right, subject to the provisions of this Act, of executing the several works necessary and proper for constructing and maintaining the works by this Act expressly authorised, over, upon, through, or under the lands of the Birmingham Canal Company, and for repairing the same works; and such construction and all such repairs shall from time to time be done at the expense of the Company and to the reasonable satisfaction of the engineer for the time being of the Birmingham Canal Company, and the Company shall on demand pay to the Birmingham Canal Company all or any costs, expenses, or charges reasonably or fairly occasioned to or incurred by them for or by reason or anywise in consequence of the construction and maintenance or repair of all or any of the works by this Act or any Act incorporated herewith authorised, upon, over, under, through, across, or by the side of their canals, bridges, culverts, feeders, towing-paths, or works, or any of them, or any of their lands, or for or by reason of the inspection by the Birmingham Canal Company of the construction, maintenance, or repair of the same works.

As to repair of culvert at Plant's Brook.

**25.** The Company shall at all times hereafter pay to the Birmingham Canal Company all reasonable expenses incurred by that Company in maintaining in good order, repair, and condition the culvert belonging to the Birmingham Canal Company near to a place called Plant's Brook, in the township of Minworth in the

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parish of Curdworth, in the county of Warwick, in which the Company have laid pipes and executed works, and no additional pipe or new work shall be laid or executed by the Company in that culvert without the previous consent in writing of the Birmingham Canal Company under their common seal.

For protection of the Birmingham Canal Company.

**26.** If and as often as at any time hereafter the Birmingham Canal Company shall have occasion to erect or form any new bridge, culvert, or work, or to repair, raise, rebuild, or alter any existing bridge, culvert, or work belonging to them upon, over, under, through, across, or by the side of which any pipes may be carried by the Company under the powers of this Act and the Acts incorporated herewith, or either of them, the alteration of such pipes made necessary by the erection or formation of any such new bridge, culvert, or work, or the repairing, raising, rebuilding, or altering of any existing bridge, culvert, or work, shall be made, and the pipes shall be replaced by and at the expense of the Company, and the Birmingham Canal Company shall not be liable to make compensation for any damage, loss, or injury occasioned thereby; but no such erection, formation, repairing, raising, rebuilding, or altering shall be commenced, except in cases of emergency, until one month after notice of an intention to erect, form, repair, raise, build, or alter (as the case may be) shall have been given by the Birmingham Canal Company to the Company; provided that it shall not be lawful for the Company in exercising any of the powers of this Act or the Acts incorporated herewith, or either of them, in any manner to divert, take away, obstruct, lessen, or interfere with any springs, brooks, streams, feeders, drains, waters, or watercourses which now are or heretofore have been taken for the use of the Birmingham Canal Company, or any of their canals, or which the Birmingham Canal Company are by law authorised or empowered to take or appropriate for the use of any of their canals, or to divert, take away, or obstruct, or in any manner impede the free use of any communication already made or hereafter to be made between the waters of the said canals or any of them, and any steam engine, or to take away, prejudice, or interfere with the right of the Birmingham Canal Company or any person or persons to make such communication, or to make any other communication for the purpose of a branch canal or tramway, pursuant to the provisions of the Acts of Parliament for regulating or otherwise relating to the Birmingham Canal Company, or any of them, and the Company shall lay and maintain their pipes on such level and in such manner as not to interfere with such communications.

Penalty in case of interruption of traffic on canal.

**27.** If by reason of the construction, repair, or reconstruction of any of the works hereby or by any Act incorporated herewith authorised to be executed by the Company, or by reason of any want of repair or due or proper maintenance thereof, any interruption shall at any time be occasioned to any of the traffic passing to, from, or along any canal of the Birmingham Canal Company, the Company shall forfeit and pay to the Birmingham Canal Company the sum of one hundred pounds for every twenty-four hours during which such interruption shall continue, and so in proportion for any greater or less period than twenty-four hours, and the same sum may be recovered, with full costs of suit, by the Birmingham Canal Company in any court of competent jurisdiction.

Saving rights of the Birmingham Canal Company.

**28.** Except as herein expressly provided, nothing in this Act contained shall prejudice, diminish, alter, or take away any of the rights, privileges, powers, or authorities of or belonging to or vested in the Birmingham Canal Company.

Reservation of water rights, &c. on sale by Company.

**29.** On any sale by the Company of any lands purchased under the powers of this Act the Company may reserve to themselves all or any part of the water or water rights or other easements belonging thereto, and may make the sale subject to such reservation accordingly, and also subject to such other reservations, special conditions, restrictions, and provisions, as they think fit, with respect to the use of water, exercise of noxious trades, or discharge or deposit of manure, sewage, or other impure matter.

Power to take additional lands.

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

Power to purchase mills, &c. by agreement.

**31.** And whereas great difficulties have been experienced in sufficiently protecting the water supply of the Company from pollutions caused by drainage, sewerage, and manufacturing and other works in the neighbourhood of the Company's reservoirs and sources of supply: Therefore to enable the Company as far as practicable to maintain the purity of the water supplied by them the Company may (in addition to the other powers of purchase contained in this Act) from time to time, by agreement, but not otherwise, purchase, take on lease, or acquire any mills, pools, and waters, or rights and easements in and over the same, situate upon or connected with any streams which flow directly or derivatively into any reservoir or work now or hereafter belonging to the Company; provided that nothing in this section contained shall give to the Company any

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further power than they already possess to abstract or divert water from any millpool or water which may be purchased, taken on lease, or acquired by the Company under this provision.

Powers for compulsory purchases limited.

**32.** 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 five years from the passing of this Act.

Limitation of time for construction of works.

**33.** If the works by this Act authorised shall not be completed within ten years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for constructing the works, or in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed or in course of construction; but nothing herein contained shall restrict the Company from extending, enlarging, deepening, altering, or removing any of their engines, machinery, wells, shafts, mains, or pipes at any time, and from time to time, as occasion may require.

Application of moneys raised under Act of 1866.

**34.** The Company may apply, for the purposes by this Act authorised, any part or parts of the moneys raised or to be raised under the powers of the Act of 1866, and not required for the purposes to which such moneys are by that Act made applicable.

Power for council to appoint a person to test quality of water.

**35.** The council of the said borough may from time to time, by order under their common seal, appoint any competent person to test and report to the council upon the quantity and quality of the water of the Company, and the person so appointed may at any reasonable time of the day enter on the premises of the Company, and in the presence of the superintendent or other officer of the Company, if any shall be in attendance, take from the service reservoirs or main pipes of the Company such quantity of water as he may consider necessary for the purpose of testing the same, and the Company and their officers shall afford all reasonable facilities and assistance for the taking of such water, and the person so appointed shall make a report in writing to the council thereon.

Provision as to the supply by the corporation of water for public purposes.

**36.** Notwithstanding the provisions of the 109th section of the Birmingham Improvement Act, 1851, it shall be lawful for the council of the said borough to use the water derived from their wells and works within the borough for the purpose of supplying their markets, flushing their sewers, watering the streets, and for use at the public buildings belonging to the corporation.

Power to agree with South Staffordshire Waterworks Company as

**37.** It shall be lawful for the Company and the South Staffordshire Waterworks Company at any time, and from time to time, to enter into, make, and carry into effect contracts and arrangements

with reference to a supply of water by the Company in all or any part of the said parish of Handsworth, and the transfer, division, or apportionment of that parish between the Company and the South Staffordshire Waterworks Company for the purposes of such supply. to supplying parish of Handsworth.

**38.** The costs, charges, and expenses preliminary to and of and incidental to the preparing, applying for, obtaining, and passing of this Act shall be paid by the Company. Expenses of Act.

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