ANNO DECIMO SEXTO

VICTORIÆ REGINÆ.

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Cap. l.

An Act to enable the *Dundee* Water Company to construct additional Works for obtaining a further Supply of Water, and for other Purposes.

[14th *June* 1853.]

WHEREAS a Local Act was passed in the Eighth and Ninth Years of the Reign of Her present Majesty, intituled "The *Dundee* Waterworks Act, 1845," whereby a Company 8 & 9 Vict. c. cxxxvii. was incorporated for carrying into effect the Objects and Purposes thereof under the Name of "The *Dundee* Water Company:" And whereas under the Authority of the said Act the said *Dundee* Water Company (herein-after named the Company) have constructed Waterworks, and by means thereof they supply Water to the Inhabitants of the Royal Burgh of *Dundee* and Suburbs thereof: And whereas the Company are desirous, and it would be of public Advantage, that they should be empowered to take an additional Supply of Water from the District of *Monikie* in the Parish of *Monikie* and County of *Forfar*, and for that Purpose and for other Purposes of their Undertaking to construct additional Waterworks and other Works and Conveniences: And whereas by the said recited Act the Company were authorized to raise a Capital in Shares of Ninety-five thousand Pounds, and to borrow on Mortgage or Bond any Sums not exceeding in the whole the Sum of Thirty-one thousand six hundred and sixty-

six Pounds Thirteen Shillings and Fourpence: And whereas for the Purposes aforesaid a further Capital will be required to be raised than the Capital limited by the said recited Act: And whereas it is necessary that certain Portions of the said recited Act should be amended, and that further Powers should be conferred on the Company; but the several Purposes aforesaid 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 Titles.

I. That in citing or referring to the said recited Act or this Act, for any Purpose whatsoever, it shall be sufficient to use the Expression of "The *Dundee* Waterworks Act, 1845," or "The *Dundee* Water-" works (Extension) Act, 1853," as the Case may require.

8 & 9 Vict. cc. 17. & 19. incorporated with this Act.

II. That "The Companies Clauses Consolidation (*Scotland*) Act, 1845," and "The Lands Clauses Consolidation (*Scotland*) Act, 1845," shall be incorporated with this Act, except in so far as altered or varied by the Provisions in this and the said first-recited Act.

Regulations for the Supply of the Water.

III. That it shall be lawful for the Company, from Time to Time, to extend their Supply of Water to *Lochee*, *Broughty Ferry*, and *Invergowrie*, and Places adjacent thereto, in so far as the same or any of them may be situate in the Parish of *Dundee*, and in the united Parishes of *Liff*, *Logie*, *Benvie*, and *Invergowrie*, and of *Mains* and *Strathmartine*, and the Parish of *Monifieth*, or to such Parts thereof as they may think fit; and such Supply shall be furnished at Rates not exceeding the Rates which the Company may take for the Supply of Water within the Royal Burgh of *Dundee* under the Provisions of the said first-recited Act; and all the Powers and Provisions, Penalties, Rules, and Regulations, contained in the said first-recited Act with reference to the Recovery of Rates and the Supply of Water within the said Royal Burgh of *Dundee* shall be applicable to the Recovery of Rates and the Supply of Water within the said Places or such Parts of them as shall be supplied with Water as before provided; but the said Company shall only be bound to furnish such Supply to the Owner or Occupier of a Dwelling House or Part of a Dwelling House where the Pipes of the Company shall be laid down within Twelve Yards of such Dwelling House.

Power to Company to raise additional

IV. That it shall be lawful for the Company from Time to Time, at any General Meeting or Meetings specially convened for the Purpose, to raise, by the Creation of Shares, in addition to their existing Capital, any

any further Sum or Sums of Money not exceeding in the whole Twenty-one thousand Pounds, to be applied in the Construction of the Works by this Act authorized. Capital by Creation of Shares.

V. That the Capital so to be raised by the Creation of new Shares shall be divided into Shares of such Amount as will conveniently allow the same to be apportioned, and shall be apportioned and allotted to such Persons and in such Manner as may have been or may be determined by the Order of any General Meeting of the Company specially convened for the Purpose. Division of Capital into Shares.

VI. That all Shares which may be created under the Provisions of this Act shall be deemed to form Part of the original Capital of the Company, and shall be subject to the same Provisions in all respects, whether with respect to the Payment of Calls, or the Forfeiture of Shares on Nonpayment of Calls, or otherwise, to which such original Capital may be subject, except as to the Amount of such Shares, and the Times of making Calls thereon, and the Amount of such Calls, which respectively it shall be lawful for the Directors of the Company from Time to Time to fix as they shall think fit, subject to the Provisions of this Act: Provided nevertheless, that the Dividend to be paid to the Holders of Shares of the said additional Capital of Twenty-one thousand Pounds shall not exceed the Rate of Six Pounds Ten Shillings in the Hundred Pounds by the Year, and shall only be paid upon so much thereof as shall be actually paid up at the Time any such Dividend shall be declared. Shares to form Part of the general Capital.

VII. That One Third Part of the Amount of each Share shall be the largest Amount which shall be called at any One Time, and there shall be an Interval of at least Two Months between any Two successive Calls, and One Half of such Share shall be the whole Amount to be called up in any One Year. Calls.

VIII. That the Proprietors of any new Shares created under the Powers of this Act shall be entitled to such Number of Votes in respect thereof as the nominal Amount represented by such Shares would have entitled them to if they had been possessed of original Shares in the Company. As to Votes of Proprietors of new Shares.

IX. That the Directors may at a Meeting to be held by them during the Month of *December* or *January* in any Year prepare a Scheme showing the Profits made by the Company for the Six Months subsequent to the Period to which a Dividend in respect of Profits shall have been declared at the Annual Meeting of the Company held in the Month of *June* immediately preceding, and may order such Half-yearly Dividends may be made.

such Portion of such Profits as they shall think fit to be paid to the Shareholders as on account of Dividends for the current Year.

Power to borrow additional Money on Mortgage;

but former Mortgages to have Priority.

X. That after the Capital by this Act authorized to be raised shall have been subscribed, and One Half of the entire Capital of the Company shall have been paid up, it shall be lawful for the Company to borrow on Mortgage or Bond, and in addition to the Monies authorized to be borrowed by the said recited Act, such further Sums of Money as shall from Time to Time be authorized to be borrowed by Order of any General or Special General Meeting of the Company, not exceeding in the whole the Sum of Seven thousand Pounds, to be applied for the Purposes of this and the said recited Act; but all Mortgages granted by the Company before the passing of this Act, and which shall be in force at the Time of the passing of this Act, shall during the Continuance thereof have Priority over all Mortgages to be granted under the Provisions of this Act.

Arrears may be enforced by Appointment of a Judicial Factor.

XI. That the Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on their Mortgages by the Appointment of a Judicial Factor, and the Amount to authorize the Requisition for a Judicial Factor shall not be less than Five thousand Pounds.

Waterworks to be constructed according to deposited Plans, &c.

XII. That it shall be lawful for the Company to make and maintain the Reservoirs and Works herein-after more particularly described in the Line and upon the Lands and other Property delineated upon the Plans and described in the Book of Reference to those Plans deposited in the Office of the Principal Sheriff Clerk of the County of *Forfar* at *Dundee*, and according to the Levels defined on the Sections deposited along with those Plans, and to enter upon, take, and use, to the Extent after mentioned, such of the said Lands and such of the Brooks, Streams, and Waters as are delineated on the said Plans and mentioned in the said Book of Reference as shall be necessary.

Waterworks to be constructed as herein described.

XIII. That the Works which may be constructed under the Authority of this Act shall be the following; that is to say,

Firstly, A Reservoir immediately on the North of the Company's existing settling Reservoir situate at *Craigton Muir*, including in such Work an Alteration in the Line and Level of the present Road from *Affleck* to *Monikie*, and of the Channel of the *Monikie Burn* and *Mill Lade* presently running through the Ground on which the said intended Reservoir is to be made, and the taking and diverting into such intended Reservoir, to the Extent authorized by this Act, the Waters flowing in the following Streams and Springs; namely, the *Monikie Burn*, the *Clearie Burn*, the *Crombie*

Crombie Burn, *Hynd Castle Water*, and *King's Well*, and *Fallaws Burn*, and Tributaries and Affluents:

Secondly, an Extension and Enlargement of the Company's Clear Water Basin situated at *Craigton Muir*, by raising the Banks thereof to the Extent of from Three to Four Feet, and by enlarging it to the Extent of about Two Acres:

Lastly, all proper and convenient Cuts, Conduits, Aqueducts, and Works for collecting and conveying the said Waters to or from the said several Reservoirs, and storing the same therein.

Period for compulsory Purchases limited.

XIV. That the Powers by this Act granted to the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the Commencement of this Act.

Power for Company to purchase Lands, &c. by Agreement.

XV. That, in addition to the Lands which they are by this Act authorized to take compulsorily, the Company may from Time to Time, by Agreement with the Owners of any Lands and Streams which the Company may require for the Purposes of this Act, purchase such Lands and Streams, or the Uses thereof, and any Servitude, Power, or Authority in or over the same, on such Terms as may have been or may be mutually agreed on: Provided always, that the Lands so purchased or taken on Lease shall not exceed Ten Acres, in addition to the other Lands which the Company are by this Act authorized to purchase.

Period for Completion of Works.

XVI. That the intended Works shall be completed within Ten Years after the Commencement of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing those Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of those Works as are completed: Provided always, that this Act, or anything therein contained, shall not restrain the Company from extending their Works, Mains, and Pipes from Time to Time, whenever it shall be necessary so to do for the Purpose of supplying Water within the Limits authorized.

Recital of certain Portions of the recited Act granting Compensation to the Proprietors of the Estate of Panmure.

XVII. And whereas it was by the said first-recited Act, on the Recital that it was just and necessary that Compensation should be secured for the Water diverted from the Estate of *Panmure*, amongst other things, enacted, that the Company should be bound and they were thereby required, when requested to do so by the Proprietor for the Time being of the said Estate, to make and construct from Time to Time and at any Time, not being sooner than Three Years nor later than Thirty Years after the passing of the said recited Act, and at the Expense of the Company, One or more Reservoir or Reservoirs

voirs at such Place or Places on the said Estate below or on the South of the Line of the Aqueduct leading from *Crombie Burn* to the settling Reservoir delineated on the Map or Plan deposited in reference to the said Act, and of such Form and Dimensions as should be fixed upon and determined by the Proprietor for the Time being of the said Estate, with Consent as therein provided; and it was provided, that the whole Expense of such Reservoir or Reservoirs to be paid for by the Company should not in all exceed the Sum of Ten thousand Pounds, and that the Company should also, if required by the Proprietor of the said Estate, be bound, at their own Expense, to enlarge the Dams at *Kirkton* of *Monikie* and *Pitlivie*, and to form and lay out not fewer than Three Islands in the said settling Reservoir, subject to the Provisions in the said first-recited Act contained, which Dams and Islands have been so enlarged, constructed, and laid out; and it was also provided, that if any Question or Dispute should at any Time arise between the Proprietor for the Time being of the said Estate and the Company, or any Person interested, relative to such Reservoirs, or the Expenditure thereon, as aforesaid, such Question or Dispute should be settled and determined by the Sheriff of the said County of Forfar or his Substitute at *Dundee:* And whereas it was further enacted by the said recited Act, that it should not be lawful for the Company, without the Consent of the Proprietor for the Time being of the said Estate, to abstract or divert into their settling Reservoir on *Craigton Muir* any Water from the *Monikie Burn*, or any of the Tributaries or Affluents thereof, except when and so long only as there should be running the Quantity of One hundred Cubic Feet of Water *per* Minute in the Channel of the said Burn at some Point within Fifty Yards below the Place at which the Aqueduct to be constructed by the Company intersected the Channel of the said Burn, or to abstract or to divert into the said settling Reservoir any Water from the *Crombie Burn*, or any of the Tributaries or Affluents thereof, except when and so long only as there should be running the Quantity of Twenty Cubic Feet *per* Minute in the Channel of the said *Crombie Burn* at some Point within Fifty Yards below the Place at which the Aqueduct to be constructed by the Company intersects the Channel of the said Burn; and it was provided, that if the Company should act to the contrary in the Premises they should be liable in the Penalty therein mentioned: And whereas in and by a certain Agreement dated the Eleventh and Eighteenth Days of *November* One thousand eight hundred and fifty-two, and recorded in the Books of Council and Session on the Eleventh Day of *March* One thousand eight hundred and fifty-three, between the Company and the Right Honourable *Fox* Baron *Panmure*, the Heir in possession of the said Estate, approved of by a Meeting of the Shareholders of the Company specially convened for the Purpose, and held on the Nineteenth Day of *November* One thousand eight hundred and fifty-two, it has been agreed

and as to Abstraction of Water from Monikie Burn and Crombie Burn.

and of Agreement for Repeal thereof.

agreed that, in consideration of the Payment of the Sum specified in such Agreement, the said recited Provisions should be repealed, and that all Claims of Compensation under the said recited Act due to or exigible by him or his Heirs and Successors in the said Estate should be discharged, subject to the Provisions and Conditions hereinafter and in the said Agreement contained: Be it enacted as follows; that is to say,

Existing Claims for Compensation discharged.

XVIII. That all such Claims for Compensation which might have been enforced by the said Baron *Panmure*, or any Heir of or Successor in the said Estate, and arising in any way out of or by reason of the said first-recited Act, shall be and the same are hereby discharged.

New Compensation provided.

XIX. That in lieu thereof, and in consideration of certain other Matters herein specified and referred to, the Company shall pay to the said Baron *Panmure* the Sum specified in the said Agreement, and the same shall be paid in Three equal Portions on the Expiration of Four, Eight, and Twelve Months respectively after the passing of this Act, and shall bear Interest at the Rate of Four Pounds *per Centum per Annum* upon any Part of such Sum which shall not be so paid, until the same be paid by or recovered from the Company.

Repeal of recited Portions of existing Act.

XX. That the above-recited Provisions of the said first-recited Act shall be and the same are hereby repealed.

Defining Quantity of Water to be abstracted from Monikie Burn and Crombie Burn.

XXI. That from and after the passing of this Act it shall not be lawful for the Company, without the Consent of the Proprietor for the Time being of the said Estate, to abstract or divert into their Reservoirs any Water from the said *Monikie Burn*, or any of the Tributaries or Affluents thereof, except when and so long as there shall be running the Quantity of Fifty Cubic Feet of Water *per* Minute in the Channel of the *Monikie Burn* at some Point within Fifty Yards below the Place at which the Aqueduct constructed or to be constructed by the Company intersects the Channel of the said Burn, or to abstract or divert into the Reservoirs of the Company any Water from the said *Crombie Burn*, or any of the Tributaries or Affluents thereof, except when and so long as there shall be running the Quantity of Fifteen Cubic Feet *per* Minute in the Channel of the *Crombie Burn* at some Point within Fifty Yards below the Place at which the Aqueduct constructed or to be constructed by the Company intersects the Channel of the said *Crombie Burn*; and Gauges or Sluices or other Apparatus shall be made, put up, and maintained by and at the Expense of the said Company for ascertaining the Quantities of Water running at the said Points in the respective Channels of the said Burns; and if the Company shall at any Time, without the Consent

sent of the said Proprietor, abstract or divert any Water from the said *Monikie Burn* when there shall be less than Fifty Cubic Feet *per* Minute running at the Point aforesaid, or divert or abstract any Water from the said *Crombie Burn* when there shall be less than Fifteen Cubic Feet *per* Minute running at the Points aforesaid, they the Company shall forfeit and pay a Penalty of Ten Pounds for every Day or Part of a Day during which they shall so abstract or divert Water from the said respective Burns when there shall be running less at the said respective Points than the several Quantities aforesaid; which Penalty shall and may be sued for and recovered by the said Proprietor by summary Complaint before the Sheriff of the County of *Forfar*, or his Substitute at *Dundee*, or by ordinary Action in the Court of Session, and shall be paid to the Party suing for the same.

Waters, &c. and certain Lands to be taken without any further Price.

XXII. That in the said Sum so agreed upon to be paid as aforesaid shall be included the Value of the whole Streams and other Waters belonging to the said Proprietor to the Extent to which the Company are entitled to divert the same into and to store them up in the several Reservoirs herein mentioned or referred to, and shall also be included the Price of the Land belonging to the said Estate necessary for the Construction of the Reservoir by this Act authorized to the Extent of Sixty Acres, which Streams, Waters, Land, and Materials the Company may severally take and use without any further Payment; and in the event of any further Quantity of Land being required for such Purpose under this or the said first-recited Act, or for the other Purposes herein referred to, the Value thereof shall be ascertained by Arbitration, and paid for in the Manner provided in the "Lands Clauses Consolidation (*Scotland*) Act, 1845:" Provided always, that any Compensation payable under the said "Lands Clauses Consolidation (*Scotland*) Act, 1845," to any Tenants of the said Land, under Leases dated on or previous to the Eighteenth Day of *November* One thousand eight hundred and fifty-two, shall be paid by the Company under the Provisions of the said last-recited Act; and as to any Tenants of the said Land and Waters under Leases of any Date subsequent to the last-mentioned Period, the same shall be paid or provided for by the said Baron *Panmure* and his Successors in the said Land.

Power to take Materials for Enlargement of Clear Water Basin.

XXIII. That the Company shall be entitled to take from the Ground to the North of the said existing settling Reservoir belonging to the said Baron *Panmure*, and forming the Sixty Acres of Land before mentioned, free of Charge, such Materials as may be required for heightening the Banks of the Company's existing settling Reservoir and Clear Water Basin, and the Reservoir which may be formed to the West of the said Basin for the Purpose of storing Compensation Water, as herein-after mentioned: Provided always, that in taking such

such Materials the Company shall not disfigure the said Ground, or make large Holes therein, or create any Eyesore; and provided also, that in the event of the additional Reservoir by this Act authorized to be formed to the North of the said Settling Reservoir not being made at the same Time with, or being made prior to, the raising of the Banks of the Reservoirs before mentioned, then the Spaces from which the said Materials shall be taken shall be planted, and kept in that State by the Company until the said additional Reservoir shall be completed.

Conveyance, &c. of Waters and Land to the Company.

XXIV. That of the Sum so to be paid as aforesaid the Sum of Five thousand Pounds shall be held and taken to be the Value of the said Land and Waters, and on the Payment of such Sum to the said Baron *Panmure*, which he is hereby authorized to receive and discharge, the said Baron *Panmure*, and his Heirs and Successors in the Estate of *Panmure*, shall be bound, and are hereby required to execute and deliver to and in favour of the Company, and at the Expense of the Company, a Conveyance of the said Land and Waters to the Extent provided by and referred to in this Act, and all such other Deeds as may be necessary for fully vesting the same in the Company, and for carrying into full Effect the Provisions herein-before referred to; and such Conveyance, when recorded in the General Register of Sasines for *Scotland*, or in the Register of Sasines, *&c.* for the County of *Forfar*, shall be deemed and taken to be a complete and valid Title to the said Company.

Water may be taken for the Supply of Panmure House and Offices free of Charge.

XXV. That the said Baron *Panmure*, and his Successors in the said Estate, shall be entitled, at any Point or Place most suitable for the Purpose, to take and divert from the Reservoirs of the Company, and from any Streams running into the same, a Supply of Water for the Use of the Mansion House of *Panmure*, and the Offices thereunto appertaining, without any Claim by the said Company therefor: Provided always, that the Works for abstracting such Supply, where they come in contact with any of the Company's Works, shall be so made and completed as not to injure the same.

Regulating Right of fishing, &c. in the Reservoir to be constructed.

XXVI. That the Proprietor of the said Estate, and those having Right from him, shall, in addition to the Rights of fishing, shooting, and sporting, and of keeping and using Boats conferred by the said first-recited Act, have and enjoy the exclusive Right of fishing, shooting, and sporting in and over the Reservoirs to be constructed under the Authority of this Act, and also of keeping and using Boats thereon, but so that the Exercise of such Rights shall not injure the Embankments of the said Reservoirs, and that the said Proprietor, and those having Right from him, shall not enter upon the Head Embankment of the said Reservoirs, or come nearer the same on

the Water than Twenty Yards; and it shall not be lawful for the Company, or any of their Servants, or any Person acting under their Authority by virtue of this or the said first-recited Act, or otherwise, or any other Person, to shoot, fish, and sport as aforesaid, or to keep or use Boats upon the said Reservoirs, except for the Purpose of inspecting, repairing, and renewing the Works of the Company and cleansing out the said Reservoirs, and letting off the Water thereof for such Purposes, or any of them.

Confirmation of other Covenants of Agreement, not herein-before specially enacted.

XXVII. That the said Agreement, in so far as it provides as follows, shall be binding between the Company and the said Baron *Panmure* and his Successors in the said Estate; that is to say,

First, in so far as it provides, in the Fourth Article thereof, that the Company shall be entitled to raise the Banks of the present settling Reservoir Four Feet above the present Level, and to protect the inner Slope by Pitching or Causeway, and that the Company shall be bound to raise the Islands in the said Reservoir, and to lay out and plant them with Trees, as near as may be as they are at present planted and laid out:

Second, in so far as it provides, in the Sixth Article thereof, that the Company shall be entitled to form a Reservoir on the Ground belonging to them to the West of the present Clear Water Basin, for the Purpose of storing Compensation Water as provided by the said first-recited Act to be let down the *Pitairly Burn*:

Third, in so far as it provides, in the Ninth Article thereof, that the Company shall be entitled to form and construct an additional Reservoir upon the Channel of the *Monikie Burn*, to the West of the present Intake, and shall have conveyed to them from the *Panmure* Estate Land for the Purpose, upon Payment by the Company of the Value of such Land as the same shall be fixed by Arbiters to be mutually chosen:

Fourth, in so far as it provides, in the Eleventh Article thereof, that the Company shall be entitled to make such Alterations in their present Works, and to construct such Works to enable them to carry into effect the Objects of this Act, and to take in and store the Waters of the District in the Reservoirs of the Company herein referred to:

Fifth, in so far as it provides, in the Twelfth Article thereof, that the Company shall not be limited to any Period of Time for the Execution of the Works herein referred to, but shall be entitled to form and construct the same from Time to Time as the Purposes of the Company may require.

Compensation Money to be applied

XXVIII. That all Purchase Money or Compensation payable under this or the said recited Act, or any Agreement contained in this Act in

in respect of Lands of which the Owner is entitled to dispose of absolutely for his own Benefit, shall be paid to such Owner; and all Purchase Money or Compensation payable under this Act, or the said recited Act, or any Agreement contained in this Act in respect of Lands of which the Owner shall only be entitled to a limited Interest in such Lands, shall be paid and applied in such Manner as the same is directed to be paid and applied by "The Lands Clauses Consolidation (*Scotland*) Act, 1845," and for that Purpose the Clauses of the said last-mentioned Act with respect to the Purchase Money or Compensation coming to Parties having limited Interests, or prevented from treating or not making Title, shall be incorporated with this Act. as directed by Provisions of 8 & 9 Vict. c. 18.

XXIX. That all the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be paid by the Company. Expenses of Act.

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