CHAPTER clxiv.

An Act for incorporating the East Worcestershire Water-works Company; and for other purposes. A.D. 1877.

[2d August 1877.]

WHEREAS the borough of Droitwich and the towns of Bromsgrove and Redditch, in the county of Worcester, and adjoining parishes and places in this Act specified, are imperfectly supplied with water:

And whereas the persons herein-after in that behalf named, with others, are willing to provide a better supply of water to those places if incorporated into a company with the necessary powers for that purpose, and it is expedient that they be incorporated accordingly, and be empowered to make and maintain the works herein-after described:

And whereas plans and sections of the works authorised by this Act showing the situation and levels thereof, with a book of reference to the plans containing the names of the owners or reputed owners, lessees or reputed lessees, and of the occupiers of the lands through and upon which such works are intended to be made, have been duly deposited at the office of the clerk of the peace for the county of Worcester, and are in this Act referred to as the deposited plans, sections, and book of reference:

And whereas the objects of this Act cannot be attained without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

1. This Act may be cited as "The East Worcestershire Water Act, 1877." Short title.

2. "The Companies Clauses Consolidation Act, 1845," Parts I. and III. of "The Companies Clauses Act, 1863," as amended by Certain provisions of general Acts

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herein named incorporated.

"The Companies Clauses Act, 1869," "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," "The Waterworks Clauses Acts, 1847 and 1863," and the provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the temporary occupation of lands near the railway during the construction thereof, are (except where expressly varied by or inconsistent with this Act) incorporated with and form part of this Act, and the aforesaid provisions of the Railways Clauses Consolidation Act, 1845, shall for the purposes of this Act be read so as to apply, but to apply only, to the construction of the reservoirs or any of them by this Act authorised.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction. The expression "court of competent jurisdiction," or any other like expression in this Act or any Act incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute. The expression "superior courts" shall include county courts in all cases where the amount of the debt or demand is within the jurisdiction for the time being of county courts; and for the purposes of this Act, the expression "railway" in the provisions of "The Railways Clauses Consolidation Act, 1845," incorporated with this Act means any reservoir by this Act authorised, and the expression "centre of the railway" means any part of such reservoir.

Company incorporated.

4. Stephen Thompson, James Fortescue Harrison, John Harward, Charles Need, William James Ingram, Isaac Nash, and all other persons and corporations who have already subscribed or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, and assigns respectively, shall be and are hereby united into a company for the purpose of making and maintaining the works by this Act authorised, and for other the purposes of this Act; and for those purposes shall be and are hereby incorporated by the name of "The East Worcestershire Waterworks Company," and by that name shall be a body corporate with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

General purposes of the Company.

5. The Company shall be established for the purpose of making and maintaining and from time to time renewing the wells, pumping stations, reservoirs, and works by this Act authorised, and for

supplying water by measure or otherwise within the limits of this Act, and for other the purposes of this Act.

Limits of Act for supply of water.

6. The limits of this Act for the supply of water shall be and include the borough of Droitwich, and the towns of Bromsgrove, Redditch, and the following parishes, townships, and extra-parochial places; that is to say, Droitwich, Saint Andrew, Saint Nicholas, Saint Peter, Dodderhill, Dodderhill in Liberties, Hadzor, Hanbury, Upton Warren, Marlborough, Grafton Manor, Crutch, Ombersley, Elm Bridge, Elmley-Lovett, Chaddesley, Corbett, Doverdale, Hampton-Lovett, Westwood Park, Bromsgrove, Catshill, Upper Catshill, Lower Catshill, Barnsley Hall, Lickey End, Rock End, Burcott, Vigo, Stoke Prior, Stoke Works, Stoke Wychbold, Rashwood, Tardebigge, Broad Green, Hewell, Holy Oakes Farm, Red Lane, Redditch, Crabb's Cross and Headless Cross, and Ipsley, in the county of Worcester.

Capital.

7. The capital of the Company shall be eighty thousand pounds, in eight thousand shares of ten pounds each.

Shares not to issue until one fifth paid up.

8. The Company shall not issue any share created under the authority of this Act, nor shall any such share vest in the person or corporation accepting the same, unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

9. One fifth of the amount of a share shall be the greatest amount of a call, and three months at least shall be the interval between successive calls, and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

10. If any money is payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Representation of the Company in bankruptcy, &c.

11. In proceedings under any bankruptcy, or deed of composition or arrangement, or liquidation by arrangement or composition with creditors, the secretary of the Company or any person appointed on his behalf by writing under his hand may represent the Company, and shall be competent to act for the Company, and his acts and omissions shall bind the Company in all respects as if the claim or demand of the Company in such proceedings were the personal claim or demand of such secretary or person, and not of the Company.

Power to borrow.

12. The Company may from time to time borrow on mortgage any sums not exceeding in the whole nineteen thousand five hundred

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pounds, and of that sum they may borrow not exceeding fifteen thousand pounds in respect of the first sixty thousand pounds of their capital, and not exceeding four thousand five hundred pounds in respect of the remaining twenty thousand pounds of their capital, but no part of either of the said sums of fifteen thousand pounds and four thousand five hundred pounds respectively shall be borrowed until the whole of the portion of capital in respect of which it is to be borrowed is issued and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the fortieth section of "The Companies Clauses Consolidation Act, 1845," (before he so certifies,) that the whole of the portion of capital in respect of which the borrowing power is sought to be exercised has been 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 portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such portion of capital was issued bonâ fide, and is held by the persons or corporations to whom the same was issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice 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 shall be sufficient evidence thereof.

As to conversion of borrowed money into capital.

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

For appointment of a receiver.

14. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than two thousand pounds in the whole.

Debenture stock.

15. The Company may create and issue debenture stock, subject to the provisions of Part III. of "The Companies Clauses Act, 1863;" but, notwithstanding anything therein contained, the interest

of all debenture stock at any time created and issued by the Company shall rank pari passu with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Priority of mortgages and debenture stock over other debts, &c.

16. All moneys raised on mortgage by the Company under this Act, and the interest due thereon, and the interest due on debenture stock created and issued under this Act, shall have priority against the Company, and the property from time to time of the Company, over all other claims on account of debts incurred or engagements entered into by the Company after the passing of this Act, but this priority shall not affect any claim against the Company in respect of any rentcharge to be granted by them in pursuance of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," or in respect of any rent or sum reserved by or payable under any lease to be granted or made to the Company by any person in pursuance of any Act relating to the Company which is entitled to rank in priority to or pari passu with the interest or dividends on the mortgages and debenture stock, nor shall anything herein-before contained affect any claim for land taken, used, or occupied by the Company for the purposes of their works, or injuriously affected by the construction thereof, or by the exercise of any powers conferred on the Company.

Application of moneys.

17. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only.

First ordinary meeting.

18. The first ordinary meeting of the Company shall be held within eight months after the passing of this Act.

Number of directors.

19. The number of directors shall be six, but the Company may from time to time reduce the number, provided that the number be never less than three.

Qualification of directors.

20. The qualification of a director shall be the possession in his own right of not less than twenty shares.

Quorum.

21. The quorum of a meeting of directors so long as the number of directors be four or more shall be three, but if the number of directors be reduced below four the quorum shall be two.

First directors.

22. Stephen Thompson, James Fortescue Harrison, John Harward, Charles Need, William James Ingram, and Isaac Nash 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 that meeting the shareholders present in person or by proxy

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Election of directors.

may, subject to the power of reducing the number of directors herein contained, either continue in office the directors appointed by this Act or any of them, or may elect a new body of directors, or directors to fill up the number of directors or to supply the place of those not continued in office, the directors appointed by this Act being (if qualified) re-eligible, and at the first ordinary meeting to be held in every year after the first ordinary meeting, the shareholders present in person or by proxy shall, subject to the said power of reducing the number of directors, elect persons to supply the places of the directors then retiring from office agreeably to the provisions of "The Companies Clauses Consolidation Act, 1845," and the several persons elected at any such meeting, being neither removed nor disqualified, nor having died or resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Contracts not to disqualify for office of director.

23. Any contract to be made under this Act with any local board, corporation, or public body shall not disqualify any of the members of such local board, corporation, or public body for the office of director of the Company; and no director or shareholder of the Company shall be disqualified for the office of director of the Company by reason of any contract between him and the Company for any loan of money to the Company, but no director of the Company, being a member of any such local board, corporation, or public body, shall vote upon any question with reference to any contract with such local board, corporation, or public body.

Power to make waterworks.

24. Subject to the provisions of this Act, the Company may make and maintain, in the lines or situation and according to the levels shown on the deposited plans and sections, the reservoirs, aqueducts, and other works herein-after described, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for those purposes, and may collect, take, and divert into the said reservoirs and works, and therein impound, and thence distribute any waters which may be obtainable by them from the wells and pumping stations herein-after described, or which may be found from time to time in, on, or under any lands for the time being belonging to the Company. The works herein-before referred to and by this Act authorised are,—

A well and pumping station in the parish of Bromsgrove at or near the south-eastern corner of a field numbered 1206 in the tithe commutation map of the said parish:

An aqueduct, conduit, or line of pipes (No. 1) in the same parish, commencing at the said well and pumping station lastly

herein-before described, and terminating in the reservoir next herein-after described:

A reservoir (A) in the same parish near the north-western end of the field numbered 1206 in the tithe commutation map of the said parish:

An aqueduct, conduit, or line of pipes (No. 2) commencing in the same parish in reservoir (A), and terminating in the parish of St. Peter, in the town and borough of Droitwich:

A reservoir (B), in the said parish of Bromsgrove, in the south-western portion of the field numbered 2660 in the tithe commutation map of the said parish:

An aqueduct, conduit, or line of pipes (No. 3) in the same parish, commencing by a junction with the aqueduct, conduit, or line of pipes lastly herein-before described, and terminating in the reservoir (B):

An aqueduct, conduit, or line of pipes (No. 4) in the same parish, commencing in the reservoir (B), and terminating by a junction with the aqueduct, conduit, or line of pipes (No. 2):

An aqueduct, conduit, or line of pipes (No. 5) commencing in the same parish in reservoir (B), and terminating in the parish of Stoke Prior:

A reservoir (C) in the parish of Dodderhill, in the south-western portion of the field numbered 498 in the tithe commutation map of the said parish:

An aqueduct, conduit, or line of pipes (No. 6) in the same parish, commencing by a junction with the aqueduct, conduit, or line of pipes (No. 2), and terminating in the reservoir (C):

An aqueduct, conduit, or line of pipes (No. 7) in the same parish, commencing in the reservoir (C), and terminating by a junction with the intended aqueduct, conduit, or line of pipes (No. 2):

An aqueduct, conduit, or line of pipes (No. 8) commencing in the parish of Bromsgrove, in the reservoir (A), and terminating in the town of Redditch, in the parish of Tardebigge:

A well and pumping station in the parish of Bromsgrove, near the southern corner of the field numbered 1235 in the tithe commutation map of the said parish:

An aqueduct, conduit, or line of pipes (No. 9) in the said parish of Bromsgrove, commencing at the said last-mentioned well and pumping station, and terminating in the reservoir (D) next herein-after described:

A reservoir (D) in the said parish of Bromsgrove, near the south-western portion of the field numbered 1235 in the tithe commutation map of the said parish:

An aqueduct, conduit, or line of pipes (No. 10) in the parish of

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Bromsgrove, commencing in the reservoir (D), and terminating by a junction with the intended aqueduct, conduit, or line of pipes (No. 2):

An aqueduct, conduit, or line of pipes (No. 11) in the parish of Bromsgrove, commencing at the well and pumping station lastly herein-before described and terminating by a junction with the intended aqueduct, conduit, or line of pipes (No. 8):

An aqueduct, conduit, or line of pipes (No. 12) in the said parish of Bromsgrove, commencing by a junction with the aqueduct, conduit, or line of pipes (No. 8), and terminating in the reservoir (E):

A reservoir (E) in the parish of Bromsgrove, near the south-western end of the field numbered 1277 in the tithe commutation map of the said parish:

An aqueduct, conduit, or line of pipes (No. 13) in the said parish of Bromsgrove, commencing in reservoir (E), and terminating by a junction with the intended aqueduct, conduit, or line of pipes (No. 8):

A reservoir (F) in the parish of Tardebigge, near the south-eastern portion of the field or plot of ground numbered 519 in the tithe commutation map of the said parish:

An aqueduct, conduit, or line of pipes (No. 14) commencing in the same parish, by a junction with the said intended aqueduct, conduit, or line of pipes (No. 8), and terminating in the said parish of Tardebigge, in the eastern side of the reservoir (F):

An aqueduct, conduit, or line of pipes (No. 15) commencing in the parish of Tardebigge at the reservoir (F), and terminating in the parish of Tardebigge by a junction with the intended aqueduct, conduit, or line of pipes (No. 8):

In connexion with the works aforesaid, approaches, embankments, roads, ways, wells, tanks, filtering beds, dams, sluices, outfalls, adits, tunnels, channels, conduits, drains, mains, pipes, engines, works, and other conveniences for collecting, filtering, storing, and distributing water.

Power to purchase lands by agreement.

25. The Company may for the purposes of their undertaking purchase, take, and hold (by agreement but not otherwise), in addition to the lands delineated on the deposited plans and described in the deposited book of reference, any lands and hereditaments not exceeding in the whole five acres which the Company may from time to time require for the purposes of their works and undertaking; but the Company shall not erect any buildings upon such lands other than offices, residences for persons in their employ, or such buildings and works as may be incident to or connected with their undertaking.

Power to take easements, &c. by agreement.

26. Persons empowered by "The Lands Clauses Consolidation Act, 1845," to sell and convey or release lands may, if they think fit, subject to the provisions of that Act and of "The Lands Clauses Consolidation Acts Amendment Act, 1860," and of this Act, grant to the Company any easement, right, or privilege in, over, or affecting any lands (not being an easement, right, or privilege of water) required for the purposes of this Act in, over, or affecting any such lands, and the provisions of the last-mentioned Acts with respect to lands and rentcharges, as far as the same are applicable in this behalf, shall extend and apply to such grants or to such easements, rights, or privileges as aforesaid.

Limits of deviation.

27. Subject to the provisions of this Act the Company, in constructing the waterworks by this Act authorised, may deviate laterally from the lines thereof, as shown on the deposited plans, to the extent of the limits of lateral deviation marked or described in writing thereon; and they may deviate vertically from the levels shown on the deposited sections to any extent not exceeding, in the case of works other than a reservoir, five feet upwards and ten feet downwards, and in the case of a reservoir three feet upwards and ten feet downwards.

Period for compulsory purchase of lands.

28. 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 three years from the passing of this Act.

Period for completion of works.

29. If the waterworks authorised by this Act, and shown on the deposited plans, are not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed, but nothing herein contained shall restrict the Company, subject to the provisions of this Act, from renewing, extending, enlarging, altering, or removing any of their engines, machinery, mains, or pipes from time to time as occasion requires for supplying water within the limits in that behalf of this Act.

Act not to empower diversion of certain waters.

30. Nothing in this Act contained shall extend to empower the Company to divert, take, or impound the water of any spring, stream, or brook now supplying the River Salwarpe or the Droitwich Canal, the Droitwich Junction Canal, and the Worcester and Birmingham Canal, or either of those canals.

Certain land in Bromsgrove not to be taken compulsorily.

31. Nothing in this Act contained shall enable the Company to purchase and take any part of the properties respectively numbered on the deposited plans and sections one, two, and three in the parish of Bromsgrove, except by agreement.

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Lands of Midland Railway Company not to be taken compulsorily.

32. Nothing in this Act, or in the deposited plans, sections, or book of reference, contained, shall enable the Company to enter upon, purchase, or take (otherwise than by agreement) any lands belonging to the Midland Railway Company, or any part of the railway of that company, but nothing herein contained shall limit the powers of the Company to lay any aqueduct, main, or service pipe along any public road carried over or under the said railway.

For protection of estate of the Earl of Shrewsbury.

33. If any part of the estate annexed to the Earldom of Shrewsbury abutting upon or near to any highway in which any main of the Company shall for the time being be situate shall at any time hereafter be laid out for building, and any works for the development or improvement of any part of such estate, whether then annexed to the said earldom or not, shall be executed which shall render necessary any alteration in level or deviation of such main, then the Company shall, at their own expense, make such alteration of level or deviation within the limits of such highway as may be reasonably necessary.

Protecting roads in Droitwich.

34. The Company shall not at any time during the progress of laying down or constructing the works authorised by this Act, or of performing any other works connected with or affecting the streets or roads within the municipal borough of Droitwich, shut up or in any manner impede the public traffic along more than one half in width of any of the said streets or roads at any one and the same time; and if it should happen that the half of the road so left open should not be wide enough to allow two carriages to pass each other, then and in such case not more than fifty yards in length of the other half of the street or road shall be occupied by the works of the Company at the same time, unless by special permission of the mayor, aldermen, and burgesses of the borough of Droitwich, acting by the council (in this Act called the Droitwich Corporation).

As to town and district of Bromsgrove.

35. The Company shall not at any time during the progress of laying down or constructing the works authorised by this Act, or of performing any other works connected with or affecting the streets or roads in the town and district of Bromsgrove, shut up or in any manner impede the public traffic along more than one half in width of any of the said streets or roads at any one and the same time; and if it should happen that the half of the road so left open should not be wide enough to allow two carriages to pass each other, then in such case not more than fifty yards in length of the other half of the road shall be occupied by the Company's works at the same time, unless by special permission of the town commissioners

or local board of Bromsgrove. In lieu of the three days notice prescribed by section 30 of the Waterworks Clauses Act, 1847, at least fourteen days notice shall be given to the surveyor of the town commissioners or local board of Bromsgrove. The Company shall allow, without charge, for the same any quantity of water not exceeding in the whole one hundred thousand gallons per year for watering the streets of Bromsgrove. The whole of the works affecting the town of Bromsgrove shall be completed within three and a half years from the time of the passing of this Act.

Company may sell lands not required for undertaking.

36. The Company may from time to time demise and lease, and also either before or after making any demise and lease thereof absolutely sell and dispose of to such persons and in such manner as the Company think fit, any lands, houses and property for the time being belonging to the Company under this Act which they do not require for the purposes of their undertaking (subject nevertheless to the provisions of "The Lands Clauses Consolidation Act, 1845," with respect to the sale of superfluous lands), and on the lease or sale by the Company of any such lands, houses, and property, they may reserve to themselves all or any part of the water or water rights, or other easements belonging thereto, and may make the lease or sale subject to such reservations accordingly, and may also make any such lease or sale subject to such other reservations, special conditions, restrictions, and provisions for the protection of the waterworks and water supply of the Company as they think fit.

Reservation of water rights, &c. on sale.

Constant pressure, &c.

37. Water supplied under this Act need not be constantly laid on under pressure, or be supplied in any case at a level above that at which it can be supplied by gravitation from the reservoir from which such water is distributed.

Rate at which water is to be supplied for domestic purposes.

38. The Company shall, at the request of the owner or occupier of any dwelling-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 is entitled to demand a supply of water for domestic purposes, furnish to such owner or occupier a sufficient supply of water for domestic use at a rate not exceeding six pounds per centum per annum upon the annual rackrent, or if not let at annual rackrent upon the gross rateable value of the dwelling-house supplied, and so in proportion for any longer or shorter period than a year: Provided that the Company shall not be obliged to furnish any such supply for any less rate than twopence per week.

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Rates for waterclosets and baths.

39. In addition to the rates for the supply of water for domestic purposes, the Company may demand and receive for every watercloset beyond one in any house of not more than twenty pounds annual rackrent, or (if not let at rackrent) annual value, any yearly sum not exceeding five shillings, and in any other house any yearly sum not exceeding ten shillings for the first or only one, seven shillings and sixpence for the second, and five shilling for every additional one, and for every private fixed bath in any house any yearly sum not exceeding ten shillings.

For preventing fouling water.

40. Provided always, that the Company shall not be compelled to supply with water any watercloset or any private fixed bath, or the apparatus or pipes connected therewith respectively, unless the same be so constructed and used as to prevent the waste or undue consumption of the water of the Company, and the return of foul air or noisome and impure matter into the mains or pipes belonging to or connected with the mains or pipes of the Company, nor any bath which shall be capable of containing when filled for use more than fifty gallons of water.

Supply of water by meter.

41. The Company shall, at the request of any consumer of water, for purposes other than the purposes for or in respect of which the rates or charges are herein-before provided or limited, or may, at their own instance, afford a supply of water by meter, and may charge for such supply not exceeding the following rates per one thousand gallons; (that is to say,)

When the quarterly consumption of water shall not exceed fifty thousand gallons one shilling and sixpence;

When exceeding fifty thousand gallons one shilling and sixpence for the first fifty thousand gallons, and one shilling for any further quantity of fifty thousand gallons consumed, or any fractional part of such quantity.

As to supply in bulk to Corporation of Droitwich.

42. The Company shall, at any time after the expiration of thirty calendar months after the passing of this Act, and on receiving twelve calendar months previous notice in writing, at their own expense, if thereunto required by the Droitwich Corporation, make and maintain all mains, pipes, pumps, and works necessary for supplying with water the mains and pipes of the Droitwich Corporation through a meter to be fixed at some convenient place to be agreed upon between the said Corporation and the Company, near to the point where the boundary of the municipal borough of Droitwich crosses the main road from Droitwich to Bromsgrove, and at a constant pressure sufficient to cause the water to flow into

the intended reservoir of the Droitwich Corporation at Yew Tree Hill, near Droitwich, and at the same time supply the town through the intended mains of the Droitwich Corporation, and shall at the like request maintain and keep such reservoir in good, proper, and sufficient repair (the same having been first put into such repair by the Droitwich Corporation), to the reasonable satisfaction of the engineer for the time being of the Company, and shall keep the same reservoir supplied with such a quantity of water, not being less than fifty thousand gallons a day, as the Droitwich Corporation shall from time to time require, and shall charge therefor such sum as may be agreed upon not exceeding the sum of sevenpence for every one thousand gallons up to fifty thousand gallons, and the sum of sixpence for every one thousand gallons which shall be supplied to and taken by them over and above the first fifty thousand gallons per day: Provided, nevertheless, that nothing herein contained shall render it binding on the Company to begin to carry out the several works mentioned in this section, unless the Droitwich Corporation shall previously by deed bind themselves to take, use, and pay for, after the rates aforesaid, fifty thousand gallons per day at the least of the water of the Company for a term of at least 21 years; provided also, that if any suspension in the delivery of such water, or deficiency in the quality thereof, be occasioned by any wilful act or neglect on the part of the Company, or by any cause, accident, or occurrence over which the Company shall have no control, the Droitwich Corporation shall only be required to pay for the actual quantity of pure and wholesome water supplied.

As to supply to the Earl of Shrewsbury's tenants.

43. The owners or tenants of any part of the estates within the limits of supply annexed to the Earldom of Shrewsbury shall, at all times hereafter, and whether the same shall or shall not continue annexed to the said earldom, be entitled to receive from the Company a supply of water for domestic use upon terms at least as favourable as those upon which the Company supply water for the time being to any other consumers supplied from the same service reservoir.

Provision for the protection of Lord Windsor.

44. For the protection of the Right Honourable Robert George Lord Windsor, his heirs and successors in estate, (herein-after referred to as "the owner,") the following provisions shall have effect; (that is to say,)

1. At any time after the Company shall have commenced supplying water, and so long as they shall continue to supply water in the parish of Bromsgrove for the purposes of their

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undertaking, the Company shall from time to time, within three months after notice in writing to that effect shall have been served on them by or on behalf of the owner, supply water to any messuages, farms, or lands upon the estates of the owner within the parishes of Bromsgrove and Tardebigge respectively upon the terms of this Act, and at any rate or rates which may be agreed upon between the Company and the owner, not exceeding the maximum rates authorised by this Act, and shall continue such supply so long as the same shall be required, and the Company for the purposes aforesaid shall be bound to lay down a main along any public highway upon which any property of the owner abuts, so far only as the principal entrance gate of such property, and the owner shall at his own expense lay down the necessary service pipes for obtaining the supply required under the supervision of the Company's engineer; but nothing herein contained shall bind the Company to lay any main at a greater distance than one and three quarter miles from the Blackwell Railway Station, or beyond the limits of this Act:

2. So long as the Company shall continue to supply water from any pumping station or reservoir in the said parish of Bromsgrove, the Company shall, upon the like notice, supply to the owner and his lessees and tenants for purposes other than domestic use a quantity of water not exceeding fifty-five thousand gallons a day, at a price not exceeding sixpence per thousand gallons, of which a quantity not exceeding fifty thousand gallons a day shall be delivered by the Company from any main laid by them within the aforesaid distance, and a quantity not exceeding five thousand gallons a day shall be delivered from the conduit No. 8 herein-before described at any point thereon indicated by the owner in such notice, and the Company for the purposes aforesaid shall be bound to lay down a main along any public highway upon which any property of the owner abuts, so far only as the entrance gate of such property, and within such distance as aforesaid. The quantity of water so supplied shall be ascertained by meter in the usual way, and all necessary works in each case for the reception and distribution of such water shall be provided by and at the expense of the owner, and so far as they affect any main of the Company shall be executed under the supervision of the engineer of the Company for the time being.

As to supply of water to certain estates near Blackwell Station.

45. At any time after the Company shall have constructed any pumping station or reservoir in the said parish of Bromsgrove, and shall have commenced supplying water therefrom, and so long as they continue to supply water in the parish of Bromsgrove for the purposes of their undertaking, the Company shall, within three months after notice in writing to that effect shall have been served on them by or on behalf of any of the owners or lessees for the time being of any messuages, farms, or lands upon the estates in the said parish which at the passing of this Act belong or are reputed to belong, either as owners or lessees, to Robert Harding Milward, the devisees of Arthur Ryland, deceased, Robert Smallwood, Thomas Worthington, Arthur Albright, William Edward Everitt, Henry Taylor, Thomas Scott, Thomas Dixon, Benjamin Brown, and John Partridge, supply to the owners or lessees so requesting the same, and such owners or lessees shall take the water upon the terms of this Act, and at any rate or rates that may be agreed upon not exceeding the maximum rates authorised by this Act, and shall continue such supply so long as the same shall be required, and for the purposes aforesaid the Company shall lay down a main under or along each of the public highways upon which the principal entrances of the properties of such owners or lessees abut, so far as such entrances respectively, and such owners or lessees shall at their own expense and under the supervision of the Company's engineer lay down and maintain the necessary service pipes from such main; but nothing herein contained shall bind the Company to lay any such main at a greater distance than one mile and three quarters from the Blackwell Railway Station or beyond the limits of this Act.

As to supply of water to estate of Thomas Worthington.

46. At any time after the Company shall have constructed any pumping station or reservoir in the said parish of Bromsgrove, and shall have commenced supplying water therefrom, and so long as they shall continue to supply water for the purposes of their undertaking in the same parish, the Company shall from time to time, within three months after notice in writing to that effect shall have been served on them by or on behalf of Thomas Worthington, or his successors in title, or his or their assigns, or other the owners for the time being of the farms belonging or reputed to belong at the passing of this Act to the said Thomas Worthington known as Brookhouse, Pump-house, Shepley, Upper Shepley, and the Staple, in the said parish of Bromsgrove, or any or either of them, deliver from any main laid by them within the distance of one mile and three quarters from Blackwell Railway Station, for use by him or them for purposes on the said farms other than domestic use, such a

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quantity of water not exceeding forty thousand gallons per day as he or they shall require for such purposes, and at the price of sixpence for every one thousand gallons so supplied. The quantity of water so supplied shall be ascertained by meter in the usual way, and all necessary works for the reception and distribution of such water shall be provided by and at the expense of the person by or on whose behalf such notice is served, and, so far as they affect any mains of the Company, shall be executed under the supervision of the engineer of the Company for the time being.

For the supply of water to Birmingham and Midland Counties Sanatorium.

47. In the event of the Company sinking their intended wells at Greenhill and Burcott, or either of them, shown on the deposited plans, then so long as the Company shall pump water from such well or wells for the purposes of their undertaking, the Company shall, upon being paid by the trustees of the Birmingham and Midland Counties Sanatorium the yearly sum of £10 free from all deductions, supply such a quantity of pure and wholesome water as the said trustees shall require, not exceeding seven hundred and fifty gallons per diem, for domestic use at the Birmingham and Midland Counties Sanatorium at Greenhill aforesaid. The quantity shall be ascertained by meter in the usual way, and if the said trustees shall for such purposes require a further daily supply of water beyond the said quantity of seven hundred and fifty gallons per diem, the Company shall supply at the said Sanatorium such further quantity as may be required, on being paid by the said trustees for the same after the rate of eightpence per one thousand gallons. The water so to be supplied as aforesaid shall be delivered by the Company into a suitable and proper cistern, to be provided and kept in repair by and at the expense of the trustees, in the roof of the Sanatorium building at Greenhill aforesaid, and the supply shall be made through service pipes, to be laid by and at the expense of the Company under land of the trustees (the free use of which the Company shall have for that purpose), and to be connected with the main of the Company at some point to be fixed by the Company. From and after the time when such service pipes shall have been so laid the same shall be kept in good order and repair, and renewed from time to time, by and at the expense of the trustees. The trustees may at their discretion from time to time, at their own expense, after giving seven days notice to the Company, alter the course of such service pipes where the same are in or under land for the time being belonging to them.

Company not to be responsible for acci-

48. Where, under the provisions of this Act, the Company are expressly bound to supply water to any corporation, company, person, or persons, or in respect of any messuages, farms, land,

estates, or property, the Company shall not be liable to any penalty, damages, or proceedings in consequence of any suspension in the delivery of such water, or in consequence of any deficiency in the quantity or inferiority of the quality thereof, which shall or may be occasioned by any cause, accident, or occurrence over which the Company shall have no control.

Accidental failure in supply.

49. Any difference which may from time to time arise in reference to anything in this Act between the Company and any corporation, company, person, or persons to whom or in respect of whose land, estates, or property the Company are expressly bound to supply water, shall be referred to and settled by arbitration in the manner provided by "The Companies Clauses Consolidation Act, 1845."

Arbitration in certain cases.

50. The Company may from time to time sell and dispose of meters, pipes, and fittings, or let meters with or without pipes and fittings, or pipes and fittings alone, on hire, upon and subject to such terms (pecuniary and otherwise) and conditions as the Company think fit.

Power to sell or let meters, &c.

51. The Local Government Board may at any time or times hereafter, but only on the application of the Company, order that the water to be supplied under this Act within the whole or any part of the Company's district shall be constantly laid on under pressure, and the Company shall be bound by such order as if the same were herein enacted, and from and after the making of such order, and to the extent of the district therein specified, it shall be lawful for the Company from time to time to make such reasonable 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 to be used, and to 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 no such regulations shall have effect unless and until they have been approved by the Local Government Board.

Regulations to be made for preventing waste of water, &c.

52. Subject to the provisions of this Act, the Company may from time to time enter into and carry into effect such contracts and arrangements with any corporation, urban or rural sanitary authority, or other local authority, and the trustees of any turnpike or other road, or any highway board, or any surveyors of any highway, and any railway company, and any other companies, bodies, or persons, with respect to the supply of water in bulk or

Power to Company to agree for supplies of water for other than domestic purposes.

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otherwise as the Company think fit, and every such contract and arrangement may be for such period, on such terms, pecuniary or otherwise, and conditions as the Company think fit, and the parties thereto may from time to time by agreement vary, suspend, or rescind any such contracts or arrangements, and make others in lieu thereof or in addition thereto.

Domestic supply within limits of Act not to be interfered with by supply for other purposes.

53. Notwithstanding anything in this Act contained, the Company shall not supply water in bulk or otherwise to any corporation, body, or person beyond the limits for the supply of water by this Act authorised, nor to any person within those limits for other than domestic purposes, if and so long as in either case the affording such supply would prevent the Company from giving a full and efficient supply for domestic purposes within the limits by this Act authorised.

Entry on premises to cut off supply in certain cases.

54. In all cases in which the Company are by this Act authorised to cut off the pipe or to turn off water from any premises, the Company, their agents and workmen (after giving notice to the owner or occupier as herein-after provided), may enter into such premises, between the hours of nine in the forenoon and four in the afternoon, for the purpose of cutting off any pipe by which the water of the Company shall be supplied to such premises.

Mode of giving notice.

55. The notice to be given previously to such entry shall be in writing, and shall be served in manner following; (that is to say,)

If the premises intended to be entered be occupied, then by leaving the notice thereat, or by delivering the same to the occupier thereof, twenty-four hours at least previously to such entry;

If such premises be unoccupied, and the owner thereof and his usual place of abode be in England and be known to the Company, then by delivering the notice to such owner, or by leaving the same at his usual place of abode twenty-four hours, or by sending the same by post in a registered letter addressed to him at his usual place of abode and posted forty-eight hours at least previously to such entry;

If such premises be unoccupied, and the owner thereof or his usual place of abode be not in England, or be not known to the Company after due inquiry, then by affixing the notice on some conspicuous part of such premises three days at least previously to such entry;

and for the purposes of this section any person receiving the rents of any such premises, either on his own account or as agent for any other person, shall be deemed the owner of such premises.

Service pipes.

56. All fittings connected with any service pipe to communicate with the mains and pipes of the Company which shall be provided by any person shall be placed and removed under the superintendence of the Company and at the expense of such person.

Power to remove meters and fittings.

57. The Company, after forty-eight hours notice in writing under the hand of the secretary or some other officer of the Company to the occupier, or if there is no occupier then to the owner or lessee of any building or lands in which any pipe, meter, or fitting belonging to the Company is laid or fixed, and through or in which the supply of water is from any cause other than the default of the Company discontinued for not less than forty-eight consecutive hours, may enter such buildings or lands between the hours of nine in the morning and four in the afternoon, or at any other time with the authority in writing of a justice, for the purpose of removing, and may remove every such pipe, meter, and fitting, repairing all damages caused by such entry or removal, and every notice required by this section shall be served by being delivered to the person for whom it is intended or left at his usual or last known place of abode or business in England, or if such person or his usual place of abode or business in England is not known to the Company after proper inquiry, then by being affixed on some conspicuous part of such building or lands.

Notice to Company of putting up meters, &c.

58. Before any person connects or disconnects any meter through which any of the water of the Company is intended to be or has been registered, he shall give not less than twenty-four hours notice in writing to the Company of his intention to do so, and any person offending against this enactment shall for every such offence be liable to a penalty not exceeding forty shillings.

Repair of meters.

59. Every consumer of water of the Company shall at all times at his own expense keep all meters belonging to him whereby any water of the Company is registered in proper order for correctly registering such water, in default whereof the Company may cease to supply water through such meters, and the Company shall at all reasonable times have access to and be at liberty to take off, remove, test, inspect, and replace any meter belonging to a consumer, such taking off, removal, testing, and inspecting and replacing to be done at the expense of the Company if the meter be found in proper order, but otherwise at the expense of the consumer.

Register of meter to be primâ facie evidence.

60. The register of the meter when in working order shall be primâ facie evidence of the quantity of water consumed by any customer of the Company in respect of which any water rate or rent is charged and sought to be recovered by the Company.

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Fraudulently injuring meters, &c.

61. If any person wilfully, fraudulently, or by culpable negligence injures or suffers to be injured any pipe, meter, or fitting belonging to the Company, or fraudulently alters the index to any meter, or fraudulently prevents any such index from duly registering the quantity of water supplied, he shall (without prejudice to any other right or remedy for the protection of the Company or the punishment of the offender) for every such offence be liable to a penalty not exceeding five pounds, and the Company may in addition thereto recover the amount of any damages sustained by them, and the Company may also discontinue the supply of water to the person so offending until the injury is remedied and the amount of the damage is paid, notwithstanding any contract previously existing, and the existence of artificial means for causing such alteration or prevention, when such pipe, meter, or fitting is under the custody or control of the consumer, shall be primâ facie evidence that the same has been fraudulently caused by the consumer using such pipe, meter, or fitting.

For preventing frauds and waste of water.

62. If and whenever any person supplied with water under this Act wilfully does, or causes or suffers to be done, anything in contravention of any of the provisions of this Act, or wilfully fails to do anything which under this Act ought to be done for the prevention of waste, misuse, or undue consumption of water, the Company may recover in any court of competent jurisdiction from every person so offending the amount of all damage sustained by reason thereof, and the remedies of the Company under this enactment shall be in addition to their other remedies in such cases.

Power for Company to supply materials, &c.

63. The Company may, if requested by any person supplied or about to be supplied by them with water, furnish to him and from time to time repair or alter any such meters, pipes, valves, cocks, baths, soil-pans, waterclosets, apparatus, and receptacles as are required or permitted by their regulations, and may provide all materials and do all work necessary or proper in that behalf, and the cost of providing such materials and executing such work shall be paid by the person requiring the same, and shall be recoverable from such person in the same manner as the water rates or rents, and all such meters and other things as are not purchased by such person shall be deemed to be necessary works for supplying the house of such person with water for domestic purposes.

Incoming tenant not liable for arrears.

64. The Company shall not be entitled to require from the incoming tenant of any property the payment of arrears of water rate or rent, or meter rent left unpaid by any former tenant, unless the incoming tenant has undertaken with such former tenant to pay or exonerate him from the payment of such arrears.

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Company not bound to supply several houses by one pipe.

65. The Company shall not be bound to supply more than one house by means of the same pipe, but they may, if they think fit, require that a separate pipe be laid into each house supplied by them with water.

Recovery of sums due.

66. If any person fails to pay any water rent, meter or fitting rent, rate, damages, costs, expenses, or other sum due to or recoverable by the Company under this Act, then, if the amount thereof is not bonâ fide disputed, the same may be levied by distress (the person in default being first duly summoned), and any justice may issue his warrant accordingly, and the remedies of the Company under this section shall be in addition to their other remedies for recovery of any such rent, rate, damages, costs, expenses, or other sum.

Notice of discontinuance.

67. A notice to the Company from a consumer for the discontinuance of a supply of water shall not be of any effect unless it be in writing, and be left at the principal office for the time being of the Company.

Liability to water rent not to disqualify justices, &c.

68. A justice or a judge of any court shall not (except as in this Act expressly provided) be disqualified from acting in the execution of this Act by reason of his being a creditor of the Company, or of his being liable to the payment of any water rent, meter rent, rate, or charge under this Act.

Contents of summons, &c.

69. 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.

70. Any justice who issues a warrant of distress for any of the purposes of this Act may order that the costs of the proceedings for the recovery of the money to be levied be paid by the person liable to pay such money, and in that case such costs shall be ascertained by the justice and shall be included in the warrant of distress.

Penalties not cumulative.

71. 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 any Act incorporated wholly or in part with this Act shall be deemed several Acts.

Saving rights of Corporation of Droitwich.

72. Save as in this Act is expressly provided, nothing in this Act contained shall authorise the Company to lay pipes or to supply water within the municipal borough of Droitwich, or in any other way to prejudice, lessen, or take away any of the rights, powers, and privileges of the Droitwich Corporation to supply water, without having first obtained their consent in writing.

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Company's powers not to extend to Birmingham and certain other places.

73. Nothing in this Act contained shall enable or bind the Company to execute any work or to supply water in the parishes, townships, or places of Birmingham, Edgbaston, Aston, Aston-juxta-Birmingham, and Duddeston-cum-Nechells, in the county of Warwick, Northfield, Kings Norton, Balsall Heath, and Yardley, in the county of Worcester, or Handsworth and Harborne, in the county of Stafford, without having first obtained the consent in writing thereto of the corporation of the borough of Birmingham.

Restriction on works affecting Post Office telegraph system.

74. The Company shall not by any work or thing interfere with any telegraph post, wire, tube, apparatus, or work of Her Majesty's Postmaster General, or execute or do any work or thing causing or likely to cause any interruption of or impediment to postal telegraphic communication, unless and until the Company have given to the Postmaster General one calendar month's previous notice in writing of their intention to execute or do the proposed work or thing, specifying all necessary and proper particulars relating thereto, and unless and until the Postmaster General has approved of the proposed work or thing by writing delivered to the Company, or has failed to approve or to disapprove of the same for one calendar month after service of such notice and particulars on him: Provided always, that this section shall not be deemed to prevent the Company immediately executing any repairs or other works or things which shall be necessary to prevent accidents, and in any such case the Company shall forthwith give notice to the Postmaster General of any such interference and the reason for the same.

Power for Postmaster General to annex conditions.

75. Her Majesty's Postmaster General may annex to his approval under this Act of any work or thing such reasonable terms and conditions as to the time and mode of execution of any such work or thing as he thinks fit, and the Company shall observe and perform the same.

Power of entry for Postmaster General.

76. The engineer and other officers and servants and workmen of Her Majesty's Postmaster General may, at and for all reasonable times, enter on and into and remain on any of the lands and works of the Company for the purpose of examining, repairing, altering, or removing any telegraph post, wire, tube, apparatus, or work, the property of the Postmaster General being thereon.

Compensation by Company to Postmaster General, and penalty.

77. The Company shall from time to time make full compensation to Her Majesty's Postmaster General for any expense, loss, or damage which he is put to, or sustains by reason of the Company, by any work or thing executed or done by them, interfering with any telegraph post, wire, tube, apparatus, or work of the Postmaster

General, and if at any time any such work or thing causes an interruption of or impediment to postal telegraphic communication, the Company shall, in addition to making compensation as aforesaid, be liable to forfeit a sum not exceeding twenty pounds for every twenty-four hours during which that interruption or impediment continues, and the amount of any such expense, loss, damage, or forfeiture shall be a debt due from the Company to the Crown, and be recoverable accordingly, with costs, or the same may be recovered with costs on behalf of the Postmaster General as a penalty is recoverable from the Company.

The four preceding sections to remain in force for one year and to the end of the then next session of Parliament.

78. Inasmuch as it is contemplated to introduce a general measure for the better protection of the national telegraphs, and to enlarge the powers of the Postmaster General in relation thereto, the four immediately preceding sections of this Act shall only remain in force for one year from the date of the passing of this Act, and to the end of the then next session of Parliament.

Expenses of Act.

79. All costs, charges, and expenses of and incidental to the preparing for, obtaining, and passing this Act, or otherwise in relation thereto, shall be paid by the Company.

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