ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. clxxxvii.

An Act to authorize the *Edinburgh* Water Company to introduce an additional Supply of Water to the City of *Edinburgh* and Town and Port of *Leith*, and Places adjacent; and for other Purposes. [21st *July* 1863.]

WHEREAS by "The *Edinburgh* Water Company's Act, 1856," the *Edinburgh* Water Company were re-incorporated, and authorized to supply with Water the City of *Edinburgh* and Town and Port of *Leith*, and Places adjacent, within the Limits of the said Act: And whereas it would be attended with public Advantage if the Company were authorized to introduce an additional Supply of Water into the said City, Town and Port, and Places adjacent, and if Provision were made for regulating the Supply and preventing the Waste of Water therein: And whereas the Sums authorized to be raised, and which have been raised and expended, by the Company for the Purposes of their Undertaking, are respectively specified in the Schedule to this Act annexed: And whereas it is expedient that the Company should be authorized to raise additional Capital for defraying the Expense of the Works by this Act authorized, and for the general Purposes of their Undertaking;

19 & 20 Vict. c. xci.

Undertaking; but these Objects cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

1. This Act may be cited for all Purposes as "The *Edinburgh* Water Company's Amendment Act, 1863."

Interpretation of Terms.

2. The following Words and Expressions shall have the several Meanings hereby assigned to them; that is to say,

The Expression "the Company" in this Act shall mean the *Edinburgh* Water Company:

The Word "Sheriff" in this Act shall mean the Sheriff of the County of *Edinburgh*:

The Word "Shares" in this Act and in "The Companies Clauses Consolidation (*Scotland*) Act, 1845," as incorporated with and in reference to the recited Act and this Act, shall include Shares, Half Shares, and Quarter Shares in the Capital of the Company.

8 & 9 Vict. c. 19., 10 & 11 Vict. c. 17., and 23 & 24 Vict. c. 106. incorporated.

3. The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Waterworks Clauses Act, 1847," are incorporated with this Act.

Certain Parts of 8 & 9 Vict. c. 17. incorporated.

4. Subject to the Provisions of this Act, the Clauses and Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Distribution of the Capital of the Company into Shares, with respect to the Transfer or Transmission of Shares, with respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls, with respect to the Forfeiture of Shares for Nonpayment of Calls, with respect to the Remedies of Creditors of the Company against the Shareholders, with respect to the Consolidation of the Shares into Stock, with respect to the General Meetings of the Company and the Exercise of the Right of voting by the Shareholders, and with respect to the Provision to be made for affording Access to the Special Act by all Parties interested, are incorporated with this Act: Provided that each Holder of new Shares or Stock in the Capital by this Act authorized to be raised shall be entitled to the same Number of Votes in respect thereof which the Possession of an equal nominal Amount of the Capital authorized by the recited Act would have conferred upon him.

Power to raise additional Capital by new Shares

5. It shall be lawful for the Company from Time to Time, in addition to the Capital authorized by the recited Act, to raise for the Purposes of this Act any Sum not exceeding Forty-six thousand Pounds by the Creation

Creation and Issue of new Quarter Shares in their Undertaking of Six Pounds Five Shillings each.

Additional Capital to be subject to same Provisions as ordinary Share Capital.

6. The additional Capital to be raised by such new Shares shall be Part of the ordinary Share Capital of the Company, and such new Shares and the Subscribers and Proprietors thereof shall be subject and entitled to the same Powers, Provisions, Forfeitures, Liabilities, Rights, Privileges, and Incidents whatsoever in all respects as if such additional Capital were a Part of the ordinary Share Capital of the Company, and such new Shares had formed Part of the ordinary Shares of the Company.

Allocation of additional Capital.

7. In order to allocate or divide the additional Capital of Forty-six thousand Pounds by this Act authorized to be raised, every Person holding Shares in the existing Capital of the Company to the nominal Amount of Fifty Pounds or upwards shall be entitled to One Quarter Share of Six Pounds Five Shillings of the said additional Capital for and in respect of each such integral Sum of Fifty Pounds, excluding fractional Parts of such Sum, and the said additional Capital shall be payable by such Calls or Instalments and at such Periods as the Directors of the Company shall fix and determine; and the Shares of the said additional Capital corresponding to the Shares of the existing Capital held by any Person failing to declare his Acceptance of the Shares of the said additional Capital allocated to him, or to pay the First Call thereon at the Time appointed by the Directors, and any Shares of the said additional Capital, or of the Capital authorized by the recited Act, which may not be taken up or otherwise disposed of, may be sold or disposed of by the Directors in such Manner as they shall think proper for the Benefit of the Company.

Amount and Interval of Calls.

8. The Amount of each Call which the Company may make upon each Shareholder shall not exceed One Third Part of the Amount of the new Shares held by him, and successive Calls shall not be made at a less Interval than Three Months; and the aggregate Amount of Calls made in any One Year shall not exceed Two Thirds of the Amount of such new Shares.

Application of Money raised.

9. The whole Sums by this Act authorized to be raised shall be applied by the Company in defraying the Expense of the Works to be executed under the Authority of this Act, and for the general Purposes of their Undertaking.

Power to make Works according to deposited Plans.

10. Whereas a Plan and Sections showing the Lines, Situation, and Levels of the intended Works, and describing the Lands and other Property to be taken for the Purposes thereof, with a Book of Reference thereto, have been deposited with the Principal Sheriff Clerk of the County of *Edinburgh*: It shall be lawful for the Company, subject to the

the Provisions and with the Powers contained in this Act and the Acts incorporated herewith, to enter upon, take, and use such of the Lands, Springs, and Streams marked and described on the said Plan as they may deem necessary for the Purposes of this Act, and to make and maintain the Aqueducts or Conduits, Reservoir and other Works, hereinafter described.

Description of Works.

11. The Works by this Act authorized to be made and maintained shall consist of:

First. An Aqueduct or Conduit commencing at or near the Water Cistern at *Rashiedean* belonging to the Company, and terminating at or near the Farm Steading of *Crosswood Burn*:

Second. An Aqueduct or Conduit commencing by a Junction with the Aqueduct or Conduit first above described at or near the Farm Steading of *Crosswood Burn*, and terminating at or near the Spring called *Hunter's Well* on the Lands of *Crosswood Hill*, with Branch Pipes leading into and connected with the Aqueduct or Conduit second above described at or near the Termination thereof:

Third. An Aqueduct or Conduit commencing by a Junction with the Aqueduct or Conduit second above described at or near the Junction of the *Small Burn* and the *Crosswood Burn*, and terminating at or near the Waterfall on the *Crosswood Burn*:

Fourth. An Aqueduct or Conduit commencing by a Junction with the Aqueduct or Conduit first above described at or near the Farm Steading of *Crosswood Burn*, and terminating at or near a Well on the Lands of *Crosswood Hill* Four hundred Yards or thereby South of the *Green Burn* Plantation, with Branch Pipes leading into and connected with the Aqueduct or Conduit fourth above described:

Fifth. A Reservoir situated on the Stream called *Crosswood Burn* near the Farm Steading of *Crosswood Burn*, and to be called the "*Crosswood* Reservoir;" all which Works will be made in, or pass from, through, or into, the Parishes of *Currie*, *Mid Calder*, and *West Calder* in the County of *Edinburgh*:

And all necessary Embankments, Bridges, Dams, Weirs, Sluices, Catchwater Drains, Culverts, Cuts, Tunnels, Roads of Access, and other Works and Conveniences in connexion with the said Aqueducts or Conduits and Reservoir, and also all Pipes, Drains, Cuts, and other Works necessary for collecting the Springs, Streams, and Waters arising in or flowing through the Lands of *Middle Crosswood*, *Crosswood Hill*, and *Crosswood Burn*, or any of them, and conveying the same into the said Aqueducts or Conduits and Reservoir, or some of them, or into the existing Reservoirs, Aqueducts, Cisterns, Conduits, and Works of the Company.

Powers of Deviation.

12. It shall be lawful for the Company to make lateral Deviations from the Lines of the Works authorized by this Act to the Extent marked on the said Plan, and to make vertical Deviations from the Levels

Levels of the said Works, other than the *Crosswood* Reservoir, as defined on the said Sections, to any Extent not exceeding Five Feet, and in the Case of the said Reservoir to any Extent not exceeding Three Feet: Provided that the Capacity of the said Reservoir shall not, by any such vertical Deviation, be diminished under Twenty-five Millions of Cubic Feet.

New Works to form Part of Undertaking.

13. The Works by this Act authorized shall form Part of the Undertaking of the Company for all Purposes whatsoever.

Power to purchase Lands by Agreement.

14. In addition to the Lands authorized to be taken as aforesaid, it shall be lawful for the Company to purchase by Agreement Lands not exceeding in the whole Five Acres for the Purpose of making Depôts, Pipe Yards, and other Buildings and Conveniences in connexion with the Works by this Act authorized, and it shall be lawful for any Person to sell and convey Lands to the Company for such Purposes, and to contract in reference thereto.

Certain Provisions of 8 & 9 Vict. c. 33. incorporated.

15. The Clauses in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," with respect to the temporary Occupation of Lands near the Railway during the Construction thereof for the Purpose of obtaining Materials therefrom for the Construction or Repair of the Works, or for forming temporary Roads to or from the same, are incorporated with this Act; and such Clauses shall apply to the Company and the Works by this Act authorized, and only to Lands not being more than One hundred Yards distant from such Works, and shall be construed as if the Word "Waterworks" had been inserted therein instead of the Word "Railway."

Powers for compulsory Purchases limited.

16. The compulsory Powers of taking or acquiring Right in Lands, Springs, and Streams conferred by this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

17. After the Expiration of Five Years from the passing of this Act the Powers by this Act or the Acts incorporated herewith granted to the Company for executing the Works by this Act authorized to be constructed shall cease to be exercised except as to so much thereof as shall then be completed.

Power to take and supply Water.

18. It shall be lawful for the Company to take and use the Waters of the Springs arising in or flowing through the said Lands of *Middle Crosswood*, *Crosswood Hill*, and *Crosswood Burn*, or any of them, and by means of the said Aqueducts or Conduits and other Works authorized by this Act and of the existing Works of the Company to supply Water to the City of *Edinburgh* and Town and Port of *Leith*, and Places adjacent, within the Limits of the recited Act.

As to Supply of Water from Edinburgh and Glasgow Union Canal for Railway Purposes.

19. The Company shall, on being required in Writing so to do by the *Edinburgh and Glasgow* Railway Company, give their Consent in Writing to the Supply of Water from the *Edinburgh and Glasgow Union* Canal for the Purposes of other Railways or Railway Companies on the same Terms and Conditions, so far as regards the said Companies, as those on which Water may be supplied for Use or Consumption to the East of *Buncle's* or No. 3 Drawbridge, near *Edinburgh*, under the Provisions contained in the Sixty-first Section of "The *Edinburgh and Glasgow* Railway Consolidation Act, 1852."

Penalty for Noncompletion of Works.

20. In the event of the said Works not being completed and of the Supply of Water not being brought in as aforesaid within the said Period of Five Years, the Company shall be liable in a Penalty of Five Pounds *per Diem* for every Day after the Expiration of the said Period until the said Works shall be completed and the said Supply brought in, which Penalty shall be recoverable before the Sheriff at the Instance of any Person paying Rates to the Company, and shall be paid over to the Lord Provost, Magistrates, and Town Council of the City of *Edinburgh*, to be paid over by them to the Treasurer of the Royal Infirmary of the said City for behoof thereof.

Compensation Water to be stored in Crosswood Reservoir.

21. For the Purpose of affording Compensation to the Owners and Occupiers of Mills and Manufactories on the Streams called *Crosswood Burn* and *Linnhouse Water*, and on the River *Almond*, and to the *Edinburgh and Glasgow* Railway Company as Owners of the *Edinburgh and Glasgow Union* Canal, and other Persons interested in the Springs and Streams before mentioned, for the Water to be abstracted for the Use of the Company as herein provided, the said *Crosswood* Reservoir shall be constructed of sufficient Capacity to contain not less than Twenty-five Millions of Cubic Feet of Water above the Level of Two Feet above the Top of the Off-let Pipe; and it shall be lawful for the Company to impound and store therein the Flood and Surface Waters of the said Streams called *Small Burn* and *Crosswood Burn*, and the Flood Waters arising in or flowing through the said Lands of *Middle Crosswood*, *Crosswood Hill*, and *Crosswood Burn*, when the said Streams are swollen or increased by Floods beyond their average or ordinary Discharge, such average or ordinary Discharge being ascertained, in case of Dispute, at the Sight and to the Satisfaction of *Alexander James Adie*, Civil Engineer in *Linlithgow*, or *David Stevenson* or *Thomas Stevenson*, Civil Engineers in *Edinburgh*, whom failing, of an Engineer to be appointed by the Sheriff, and such Increase shall be deemed Surplus or Flood Water; and it shall be lawful for the Company, after first allowing the said average Discharge of the said Streams to pass in their respective ordinary Channels, to dam up, retain, and take such Surplus or Flood Waters for the Purpose of supplying the said Reservoir with Water: Provided that the said Reservoir and the necessary Works connected therewith, and for drawing off the Water from the

the same, shall be constructed and in all Time coming maintained by the Company in good Order and Condition, and of a Capacity sufficient to contain the said Quantity of Water, and to discharge the Quantity of Water herein-after mentioned, at the Cost of the Company.

Inspection of Reservoir when completed.

22. When the said Reservoir is reported by the Company to be completed, any One of the Engineers before named, whom failing an Engineer to be appointed by the Sheriff, shall visit and inspect the same, and shall certify by Writing under his Hand that the said Reservoir is constructed in a convenient, safe, and substantial Manner, and of sufficient Dimensions, Capacity, and Construction to contain Twenty-five Millions of Cubic Feet of Water as aforesaid.

Springs not to be diverted till Reservoir has been filled.

23. It shall not be lawful for the Company to take away or divert any of the Waters of any of the Springs which they are authorized by this Act to take and use until the said Reservoir is certified by the said Engineer to be of sufficient Capacity and Construction, and is for the First Time filled with Surplus or Flood Water as aforesaid; and the whole Expense of the said Engineer in the said several Matters in which he is herein directed to be employed shall be borne and paid by the Company.

Committee to be appointed to regulate Discharge of Water from Reservoir.

24. The Supply of Water to be collected in and delivered from the said Reservoir shall at all Times be regulated by the Majority of a Committee to be from Time to Time appointed by the Owners and Occupiers of Mills and Manufactories on the *Crosswood Burn* and *Linnhouse Water* and the River *Almond* assembled at a Meeting to be held within the City of *Edinburgh*, of which Notice shall be given by Advertisement as after mentioned specifying the Time and Place at which such Meeting is to be held, the said Committee always consisting of One Occupier of a Mill or Manufactory on *Crosswood Burn* or *Linnhouse Water*, and Four Occupiers of Mills or Manufactories on the River *Almond* below its Junction with *Linnhouse Water;* but in case of the said Committee differing in Opinion, it shall be lawful for any Two or more of them to complain of any Resolution, Order, or Act of the said Committee to the Sheriff, who shall adjudicate and give such Orders in the Matter as to him may seem just, and his Judgment shall be final and not liable to Review in any Court whatever; and the Notices of all such Meetings shall be inserted by any Two or more of such Owners or Occupiers, at their own Expense, twice at the least in any Two or more Newspapers published in *Edinburgh* not more than Twenty nor less than Five clear Days previous to such Meetings; and such Committee or the Sheriff shall from Time to Time give the necessary Directions in Writing to the Superintendent or Person appointed and paid by the Company to take charge of the said Reservoir for the Supply of such Water; and the Company shall pay the Expenses attendant on the Meetings and Proceedings of the said

Committee

Committee not exceeding the Sum of Five Pounds yearly: Provided always, that the Quantity of Water to be discharged from the said Reservoir into the Bed of the *Crosswood Burn* shall not at any Time be less than Five hundred Gallons *per* Minute: Provided also, that no Order shall be given nor anything done or permitted which shall have the Effect of causing the Surface of the Water in the said Reservoir to rise higher than the Level of the Top of the waste Weirs thereof, nor to fall lower in the said Reservoir than Two Feet above the Level of the upper End of the Off-let Pipes, which Depth of Two Feet of Water in the Hollow of the said Reservoir is not to form Part of the Capacity of the said Reservoir.

Company to appoint Superintendent of Reservoir.

25. The Company shall from Time to Time appoint a proper Person to be Superintendent or Keeper of the said Reservoir, with a competent Salary to be paid by the Company, for the Protection and Management of the said Reservoir; and such Person shall at all Times reside in a Dwelling House to be built or provided near to the said Reservoir, and shall draw up and put down and otherwise manage and regulate the Sluices, Weirs, and other Works, and mete out the Water for the Use of the said Mills and Manufactories, according to the written Instructions to be drawn up for the Purpose by the Parties in the Manner herein-before mentioned for the Regulation of the said Reservoir, such Instructions being always consistent with the Provisions of this Act; but in case such Superintendent or Keeper shall neglect or refuse to attend to or comply with such written Instructions, he shall, on Complaint being made to the Company, and Proof given by any of the said Owners or Occupiers of Mills or Manufactories of such Neglect or Refusal, be forthwith dismissed by the Company, who shall without Delay appoint some other Person in his Stead, and such other Person shall be liable to be dismissed in like Manner on a like Complaint being made and proved against him.

As to Repair of Reservoir.

26. It shall be lawful for the *Edinburgh and Glasgow* Railway Company, or any of the Owners or any Two Occupiers of Lands, Mills, or Manufactories on the *Crosswood Burn*, *Linnhouse Water*, or River *Almond*, to apply to the Court of Session or the Sheriff, alleging that the said Reservoir, or the Embankments, Sluices, or other Works connected therewith, are or have become insufficient or want Repair, or that it has diminished in Capacity to such an Extent as not to contain Twenty-five Millions of Cubic Feet of Water, or that the said Reservoir is not discharging Five hundred Gallons of Water *per* Minute, whereupon the said Court or Sheriff shall cause Inquiry to be made into the Truth of such Allegations by skilful Persons, and thereupon make such Orders for the Repair or Alteration thereof or otherwise as the Case may require, so as the said Reservoir, Embankment, Sluices, and other Works may be always kept in a sufficient State of Repair, and the Supply of Water always maintained.

27. It

Water may be drawn from Reservoir for Repairs.

27. It shall be lawful for the Sheriff, upon Application to him by the Company, of which Application, except in Cases of Emergency, Seven Days previous Notice shall be given in at least Two Newspapers published in *Edinburgh*, to authorize the Company to draw and let off the Water of the said Reservoir when and so often as it shall appear to them to be necessary for the Purpose of repairing the same or any of their Works, the Company in drawing off the said Water doing as little Damage as may be, and making full Compensation for any Loss or Damage that may be thereby sustained.

For preventing Accidents from Reservoir.

28. In order to provide against Accidents to Life or Property by the bursting of the said Reservoir, when any Person interested complains to any of the Sheriff Substitutes of the County of *Edinburgh* that the said Reservoir is in a dangerous State, such Sheriff Substitute shall forthwith make Inquiry into the Truth of the Complaint: Provided that such Sheriff Substitute, on his own View and without Complaint by any Person, may proceed under this Act as if a Complaint were so made to him.

Order for immediate Repair.

29. If on such Inquiry such Sheriff Substitute be satisfied that the Complaint is well founded, and that the said Reservoir is in a dangerous State, and that the Danger is so imminent as not to admit of Delay in removing the Cause of Complaint, he shall order such Persons as he thinks fit to enter on the Property of the Company held under this Act, and to lower the Water in the said Reservoir, and do all such Works and Things as he thinks requisite and proper for removing the Cause of Complaint.

Order on Company, after hearing, to repair Reservoir.

30. If on such Inquiry such Sheriff Substitute be satisfied that there is due Cause for Inquiry, but is not satisfied that the said Reservoir is in such imminently dangerous Condition as not to admit of Delay in removing the Cause of Complaint, he shall order the Company to answer the Complaint; and upon hearing the Parties he may, or upon default of Appearance of the Company then in their Absence he shall, by Order in Writing under his Hand, order the Company, within such Period as he thinks reasonable and specifies in the Order, to lower the Water in the said Reservoir, and do such Works and Things as he thinks requisite and proper for removing the Cause of Complaint.

Order on Failure of Company to execute Works.

31. If in any such Case the Company do not within the Period specified in such Order do the Works and Things thereby ordered for removing the Cause of Complaint, such Sheriff Substitute, on being satisfied as to such Failure by the Company, shall order such Persons as he thinks fit to enter on the Property of the Company held under this Act, and do all such Works and Things specified in the Order and not done by the Company, and all such other Works and Things, if any, as he thinks requisite and proper for removing the Cause of Complaint.

Persons acting under order not to be Trespassers.

32. Any Person acting under and in pursuance of any such Order shall not be deemed a Trespasser, and if any Person wilfully prevent or hinder any Person lawfully acting in obedience to the Order, or wilfully do or instigate or suffer to be done anything in contravention of the Order, every Person so offending shall for every such Offence be liable to a Penalty not exceeding Fifty Pounds.

Penalty on Company for disobeying Order.

33. If such Sheriff Substitute so think fit he may, by any such Order under this Act, impose on the Company for not carrying the Order into effect any Penalty not exceeding Ten Pounds for every Day's Default which he thinks fit, but such Penalty shall not be incurred during any Period in which he has ordered any other Person to remove the Cause of Complaint.

Order on Company for Payment of Costs.

34. Such Sheriff Substitute may order all or such Part as he thinks fit of the Costs of and incident to the applying for and obtaining of any such Order, and also all or such Part as he thinks fit of the Expenses of the Works and Things done in pursuance of any such Order by any Person other than the Company, to be paid by the Company; and every Amount so to be paid shall be paid by the Company to such Person as such Sheriff Substitute appoints, and may be recovered accordingly in any Court of competent Jurisdiction.

Appeal by Company.

35. If the Company feel aggrieved by any Order of such Sheriff Substitute under this Act, or any Determination by such Sheriff Substitute on any such Complaint, the Company may appeal against the same to the Sheriff, who shall hear and determine such Appeal, and may either confirm or recal, vary or supersede, the Order of such Sheriff Substitute as he thinks proper, and the Costs of any such Appeal as aforesaid shall be in the Discretion of the Sheriff: Provided that, pending such Appeal, and except only so far, if at all, as on the Appeal it be quashed or altered, the Order appealed against shall be in force, and the Order or Judgment of the Sheriff in any such Appeal shall be final.

Company not to be liable for Damages in executing Order.

36. The Company shall not be liable to pay any Damages, Penalties, Costs, Charges, or Expenses for or in respect of or be answerable or accountable for any Diminution or Cessation of the Supply of Water, or any other Breach or Nonperformance of any of their Duties, Liabilities, or Obligations which may be occasioned in or by or result from the Execution of any such Order as aforesaid, anything in this Act or the Acts incorporated herewith, or any of them, to the contrary notwithstanding.

Penalty for Waste of Water by Non-repair of Pipes, &c.

37. Every Person supplied with Water by the Company who wilfully suffers any Pipe, Valve, Cock, Cistern, Watercloset, or other Apparatus to be out of Repair, or to be so used as that Water supplied to him by the Company is wasted or misused, or so as to allow the Return of foul Air

or

or other noisome or impure Matter into the Pipes belonging to the Company, or connected with their Mains or Pipes, shall for every such Offence forfeit to the Company a Sum not exceeding Five Pounds.

Pipes not to be attached or altered without Notice to Company.

38. It shall not be lawful for any Person to attach any Pipe to the Works of the Company, or to any Main Pipe or Apparatus connected therewith, or to make any Alteration other than necessary Repairs on any existing Pipe or Apparatus, without Forty-eight Hours previous Notice being given to the Company at their Office in *Edinburgh*, and the Company may remove any Pipe so attached, or restore to its former State any existing Pipe or Apparatus so altered, without such Notice being given, and the Expense of such Removal or Restoration shall be payable by the Person attaching such Pipe or making such Alteration without such Notice being given, and may be recovered from him by the Company in any Court of competent Jurisdiction.

Power to prevent Use of Pipes, &c.

39. For the Purpose of preventing the Waste, Misuse, or Pollution of the Company's Water in any House, Building, or Premises which may be erected, or for which a Supply of Water by the Company may for the First Time be required after the passing of this Act, the Company may prohibit and prevent the Use in any such House, Building, or Premises of any Pipes, Valves, Cocks, Cisterns, Waterclosets, or other Apparatus which may tend to any such Waste, Misuse, or Pollution.

Repair or Renewal of Pipes and other Apparatus.

40. If it shall be found that in any House, Building, or Premises within the Limits of the recited Act to which Water is supplied by the Company Waste, Misuse, or Pollution of Water arises from or is caused by any Mode of Arrangement, or the Use of any Pipes, Valves, Cocks, Cisterns, Waterclosets, or other Apparatus, it shall be lawful for the Company to require the Owner and Occupier of such House, Building, or Premises, within a Period to be specified in such Requisition, not being less than Three Days after the Date thereof, to repair or alter such Pipes, Valves, Cocks, Cisterns, Waterclosets, or other Apparatus, so as to prevent any such Waste, Misuse, or Pollution: Provided always, that in the Case of any such Owner who is not resident within the Limits of the recited Act, such Requisition may be made to his Factor or Agent or other Person authorized to receive the Rents of the House, Building, or Premises belonging to him: Provided also, that in the event of the Expense of such Repair or Alteration being paid by the Occupier of any such Building or Premises, he shall be entitled to recover such Expense from the Owner thereof, or to deduct the same from his Rent.

Appeal to the Sheriff in certain Cases.

41. If any Dispute shall arise between the Company and the Owner or Occupier of any House, Building, or Premises within the Limits of the recited Act to which Water is or may be supplied by the Company with respect to any of the Matters specified in the Two immediately preceding Sections,

Sections, such Dispute shall be determined by the Sheriff or any One of his Substitutes in the Manner provided by "The Railways Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Recovery of Damages not specially provided for, and to the Determination of any other Matter referred to the Sheriff or to Justices.

Penalty for wrongful Use of Water.

42. Every Person who, having agreed to be supplied with Water by the Company, wilfully takes or uses any Water from any Reservoir, Watercourse, Aqueduct, Conduit, Main, Pipe, Cistern, or other like Place containing Water belonging to the Company for any other Purpose than the Purpose for which he has so agreed, shall for every such Offence forfeit to the Company a Sum not exceeding Ten Pounds.

Water may be cut off in certain Cases.

43. If any Person supplied with Water by the Company wilfully does or causes or permits to be done anything in contravention of any of the Provisions of this Act or the Acts herewith incorporated respectively, or wilfully fails to do anything which under any of these Provisions ought to be done for the Prevention of Waste, Misuse, or Pollution of the Company's Water, or fails to comply with any Requisition to be made under the Authority of this Act and not appealed against as herein-before provided, or any Order or Judgment to be pronounced under the Authority of this Act or the Acts herewith incorporated, or any of them, within the Period specified in such Requisition, Order, or Judgment, the Company may cut off any of the Pipes by or through which Water is supplied by them to such Person, and may cease to supply him with Water so long as such Contravention or Failure continues, and may also recover from him in any Court of competent Jurisdiction the Amount of any Loss, Damage, or Injury which the Company shall sustain by reason of any such Act or Failure.

Surveyor may enter Houses for the Purpose of Examination.

44. The Surveyor of the Company or any other Person acting under their Authority may, between the Hours of Nine o'Clock in the Forenoon and Four o'Clock in the Afternoon, enter into any House or other Premises supplied with Water by the Company in order to examine if there be any Waste or Misuse of such Water; and if such Surveyor or other Person at any such Time be refused Admittance into such House or Premises, or be prevented from making such Examination as aforesaid, the Occupier of such House and Premises shall for every such Offence forfeit to the Company a Sum not exceeding Five Pounds.

Nothing to affect Powers of 25 & 26 Vict. c. liii.

45. Nothing contained in this Act or any of the Acts herewith incorporated shall in any respect repeal, alter, or affect any of the Provisions of "The *Edinburgh* Roads and Streets Act, 1862," or prejudice or affect the Powers, Rights, Authorities, Privileges, Obligations, or Liabilities of the City of *Edinburgh* Road Trust or the Company respectively conferred, imposed, or reserved by the said Act with respect

to

to the Roads or Streets which are or may be within the City of *Edinburgh* District of Roads as therein defined.

Expenses of Act.

46. The Costs, Charges, and Expenses of applying for and obtaining this Act, or incidental thereto, shall be paid by the Company, and they shall be entitled to take Credit therefor in their Accounts.

SCHEDULE referred to in this Act.

STATEMENT of CAPITAL authorized by "The Edinburgh Water Company's Act, 1856," and SUMS raised and expended as at 15th May 1862.

ORDINARY SHARES.		PREFERENCE SHARES.		LOANS.	
Amount authorized.	Amount raised.	Amount authorized.	Amount raised.	Amount authorized	Amount borrowed.
£	£	£	£	£	£
Shares of 25*l.* each - 184,000	184,000	Half Shares of 12*l.* 10*s.* each - - 92,000	92,000	133,000	133,000
Quarter Shares of 6*l.* 5*s.* each - 92,000	66,997				
£276,000	£250,997	£92,000	£92,000	£133,000	£133,000

Total Share Capital - - - - - -	£368,000		
Loans - - - - - - -	133,000		
	£501,000		
Total Sum expended - - - -	£485,937	5	1

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