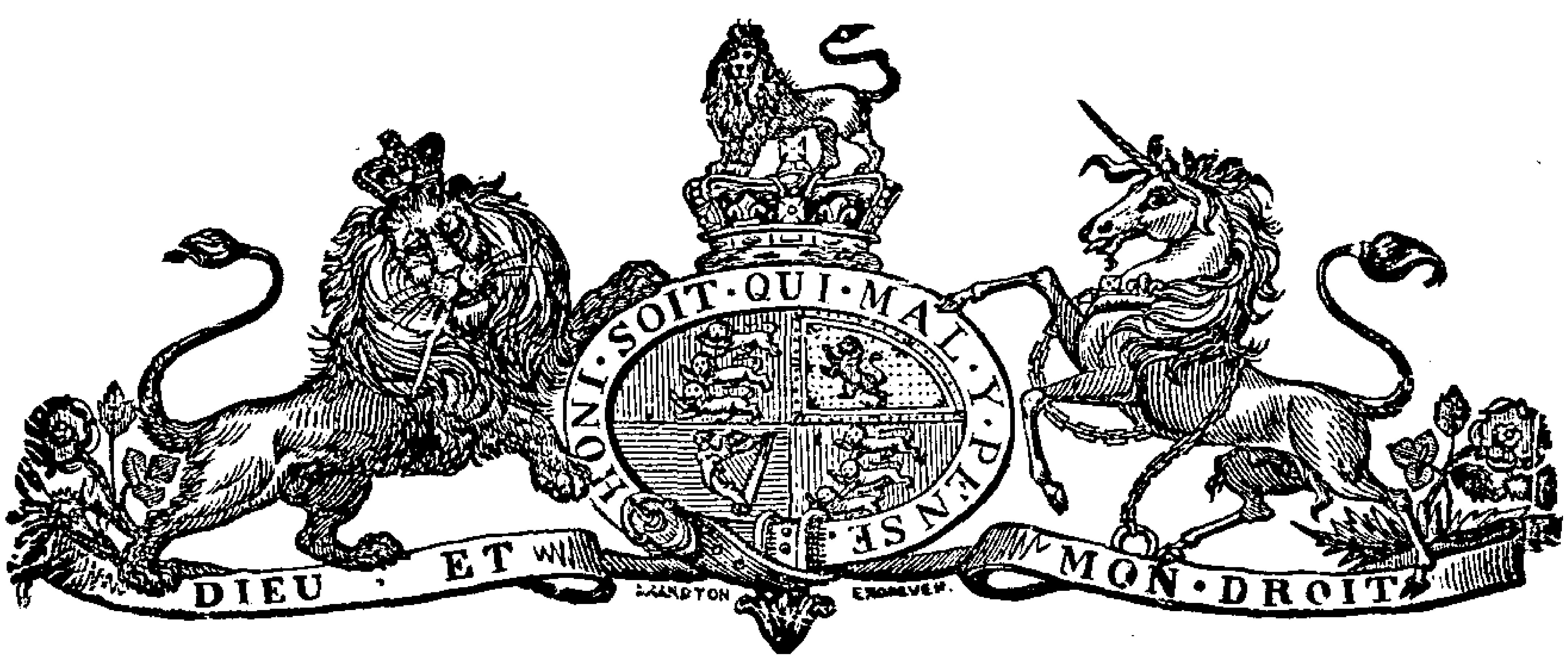


ANNO DECIMO QUINTO

VICTORIÆ REGINÆ.

****

Cap. xlvi.

An Act to enable *Cary Charles Elwes* Esquire to construct Waterworks for the Supply of Water to *Glamford Briggs* and the Neighbourhood thereof in *Lincolnshire*. [28th *May* 1852.]

WHEREAS *Cary Charles Elwes* Esquire is or claims to be the Owner of the principal Part of the Houses and other Property in the Town of *Glamford Briggs* in the Parts of *Lindsey* in *Lincolnshire*, under and by virtue of and subject to a Marriage Settlement dated the Seventeenth Day of *August* One thousand eight hundred and twenty-six, and certain other Settlements made by him and *Robert Cary Elwes* Esquire, his Father, deceased, of the said Property, and he is or claims to be the Owner of Land and other Property in the Township of *Glamford Briggs*, and in the Townships and Parishes of *Wrawby* and *Bigby*, in the Parts of *Lindsey*, in *Lincolnshire*, under or by virtue of and subject to the same Settlements: And whereas the before-mentioned Places are not at present sufficiently supplied with Water, and the said *Cary Charles Elwes* is desirous of constructing a Reservoir upon certain Parts of the before-mentioned Land, and from thence to supply with Water the Inhabitants of the said Places within the Limits hereinafter defined, and it is expedient that he should be enabled so to do: But inasmuch as he cannot effectually do so without the Authority of

 Parliament,

The Glamford Briggs Waterworks Act, 1852.

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:

Provisions of 8 & 9 Vict. c. 18. and 10 & 11 Vict. c. 17. extended to this Act.

I. That "The Lands Clauses Consolidation Act, 1845," and "The Waterworks Clauses Act, 1847," (except as after mentioned,) shall be incorporated with and form Part of this Act.

Certain Sections of 10 & 11 Vict. c. 17. not to apply to this Act.

II. That the 72d and 73d Sections of the said Waterworks Clauses Act, touching the Payment of the Rates by the Owners of all Dwelling Houses or Parts of Dwelling Houses occupied as separate Tenements, whereof the annual Value shall not exceed Ten Pounds, shall not extend to the Dwelling Houses within the Limits of this Act belonging to the said *Cary Charles Elwes*, or other the Person or Persons for the Time being entitled under the Uses and Limitations contained in the herein-before mentioned Settlements; and the several Clauses of the said Waterworks Clauses Act with respect to the Amount of Profit to be received by the Undertakers when the Waterworks are carried on for their Benefit, and with respect to the yearly Receipt and Expenditure of the Undertakers, shall not extend to this Act.

Interpretation of Terms.

III. That the Expression "the Undertakers" in the said "Waterworks Clauses Act, 1847," and the Expression "the Company" in the said Lands Clauses Consolidation Act, shall mean the Person or Persons by this Act authorized to construct the Waterworks; and the Expression "the Town Commissioners" in the said Waterworks Clauses Act shall mean, so far as regards the Market Place, Streets, and Highways in the Township of *Glamford Briggs*, the Surveyors of the Highways of the said Township, and as regards the Turnpike Road referred to in the Plan deposited with the Clerk of the Peace as herein-after mentioned the Trustees of the Turnpike Road leading from *Barton Waterside House* to *Riseham Hedge Corner* and other Roads in the County of *Lincoln* connected therewith, and as regards that Part of the *Town Street* to the Extent of One hundred Yards from the Foot of the County Bridge the Justices of the Peace in and for the Parts of *Lindsey* in the County of *Lincoln*, or the Officer legally appointed to repair, survey, and preserve the same Part of the *Town Street*.

Short Title.

IV. That in citing this Act for any Purpose it shall be sufficient to use the Expression "The *Glamford Briggs* Waterworks Act, 1852.

Limits of Act.

V. That the Limits of this Act shall include the said Township of *Glamford Briggs*, and such other Parts of the said Townships and Parishes

Parishes of *Wrawby* and *Bigby* as are coloured Red upon the deposited Plans herein-after referred to.

Power to make Waterworks according to deposited Plans.

VI. And whereas Plans and Sections showing the Lines and Levels of the Waterworks, and also a Book of Reference containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and of the Occupiers of the Lands, Springs, and Streams in or through which the Works are intended to be made or to pass, or which are required for the Purposes of the said Waterworks, have been deposited with the Clerk of the Peace for the Parts of *Lindsey* in *Lincolnshire*: Be it enacted, That the said *Cary Charles Elwes*, his Heirs and Assigns, may, subject to the Provisions and Restrictions in this and the said incorporated Acts contained, make, construct, and maintain the said Waterworks, and other Works and Conveniences connected therewith, in the Line and on the Levels and upon the Lands delineated on the said Plans and described in the said Book of Reference, and may enter upon, take, and use such of the Lands, Springs, and Streams delineated on the said Plans and referred to in the said Book of Reference, and particularly the Water flowing from the Spring called *St. Helen's Well* mentioned on the said Plans, as may be necessary for that Purpose, or the said *Cary Charles Elwes*, his Heirs or Assigns, may acquire compulsorily or by Agreement any Easement, Liberty, Privilege, Power, or Authority in or over such Lands, Springs, and Streams, or may agree for a Lease thereof, and may take therefrom such Water as may be required for the Purposes of this and the said incorporated Acts.

Power to deviate from Plans in certain Cases.

VII. That, subject to the Restrictions in the said incorporated Acts contained the said *Cary Charles Elwes*, his Heirs and Assigns, in making the Works by this Act authorized, may deviate from the Lines delineated on the said Plans so deposited with the said Clerk of the Peace to the Extent of the Limits of Deviation marked on the said Plans.

Power to C. C. Elwes to purchase Land for extraordinary Purposes.

VIII. That, in addition to the Lands, Springs, and Streams authorized to be purchased as aforesaid, the said *Cary Charles Elwes*, his Heirs or Assigns, may contract with any Party willing to sell or lease the same for the Purchase or Lease of any Streams or Springs of Water, or of any Land not exceeding in Quantity Two Acres, which shall be deemed proper or expedient for any extraordinary Purposes of the said Undertaking; but nothing herein contained shall authorize the said *Cary Charles Elwes*, his Heirs or Assigns, to divert or use any such Stream or Spring of Water unless and until he or they shall purchase or lease the Interests therein of and from all Persons whose beneficial Use thereof shall be affected thereby.

IX. That

Owners may grant Leases.

IX. That the Persons empowered by "The Lands Clauses Consolidation Act, 1845," to convey Lands, shall have full Power to grant Leases of any Lands, Springs, or Streams for the Purposes of this Act, or any Easement, Liberty, Privilege, Power, or Authority in or over the same, and any such Lease may be in the Form prescribed in the Schedule to this Act, or as near thereto as the Circumstances of the Case will admit.

In case of Parties under Disability, Lands to be let at best yearly Rent.

X. That in every Lease of any Lands, Springs, and Streams by any Party under any Disability or Incapacity to sell and convey Lands as defined by "The Lands Clauses Consolidation Act, 1845," there shall be reserved the best or most usual yearly Rent for or in respect of such Lands, Springs, and Streams, and no Fine, Premium, or Foregift shall be paid upon or in respect of such Lease.

Period for completing Works.

XI. That the Waterworks shall be completed within Three Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act or the said incorporated Acts granted for executing such Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Waterworks as shall then be completed; but nothing in this Act contained shall restrain or be construed to restrain the said *Cary Charles Elwes*, his Heirs or Assigns, from extending and enlarging the Mains and Pipes from Time to Time whenever it shall be necessary, for the Purpose of supplying with Water the Inhabitants and other Persons within the Limits of this Act.

Water need not be on High Pressure.

XII. That the Water to be supplied need not be constantly laid on under a Pressure greater than the Height of the Water in the Reservoir by this Act authorized will give.

Communication Pipes may be laid by C. C. Elwes into his Houses.

XIII. That it shall be lawful for the said *Cary Charles Elwes*, his Heirs and Assigns, to lay down and maintain Communication Pipes and other necessary Works for the Supply of such Houses within the Limits of this Act as may be subject to the Uses, Trusts, and Limitations contained in the herein-before mentioned Settlements with Water for domestic or other Purposes at his and their Expense, and to keep the same in repair at the like Expense.

For the Protection of the Glamford Briggs Gas Company.

XIV. That if in carrying into execution any of the Powers by this Act granted any of the Pipes or Works of the *Briggs* Gas Company shall be injured, the said *Cary Charles Elwes*, his Heirs or Assigns, shall, at his or their own Expense, within Twenty-four Hours next after Notice in Writing given to him or them, or his or their Agent, by the Gas Company, or their Clerk or Secretary, cause such Pipes and Works to be well and effectually repaired, and he or they shall pay the said Gas Company the Amount of all Damage or Loss which they may incur by reason of any such Injury or Damage; and

and if the said *Cary Charles Elwes*, his Heirs or Assigns, shall neglect or refuse to make good any such Damage, the said Gas Company may cause such Pipes and Works to be repaired, and they may recover the reasonable Expenses thereof, and the Amount of any other Damage or Loss which they may suffer as aforesaid from the said *Cary Charles Elwes*, his Heirs and Assigns; and the Amount so payable by him or them shall, in case of Dispute, be settled and determined in manner provided by the Lands Clauses Consolidation Act, 1845, for the Settlement of disputed Questions of Compensation not exceeding Fifty Pounds in Amount.

Rate at which Water is to be supplied for domestic Purposes.

XV. That the said *Cary Charles Elwes*, his Heirs or Assigns, shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street in which any Pipe of the said *Cary Charles Elwes*, his Heirs or Assigns, shall be laid, or on the Application of any Person who, under the Provisions of this Act or any Act incorporated herewith, shall be entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for domestic Use, at Rates not exceeding the Rates herein-after specified; (that is to say,)

Where no Watercloset or private Bath.

If such House shall not have a Watercloset or private Bath, at a Rate not exceeding Seven Pounds *per Centum per Annum* on the annual Rackrent or Value of such Dwelling House:

If there be a Watercloset or private Bath.

If such House contain a Watercloset or private Bath, then in addition to the above Rates, as follows:

If the annual Rent or Value of such House shall not exceed Ten Pounds *per Annum*, for One Watercloset or private Bath, Four Shillings *per Annum*; and for each additional Watercloset or private Bath, Two Shillings *per Annum*:

If the annual Rent shall exceed Ten Pounds and shall not exceed Twenty Pounds, for One Watercloset or private Bath, Six Shillings *per Annum*; and for each additional Watercloset or private Bath, Two Shillings *per Annum*:

If the annual Rent shall exceed Twenty Pounds and shall not exceed Forty Pounds, for One Watercloset or private Bath, Eight Shillings *per Annum*; and for each additional Watercloset or private Bath, Two Shillings *per Annum*:

If the annual Rent shall exceed Forty Pounds and shall not exceed Eighty Pounds, for One Watercloset or private Bath, Ten Shillings *per Annum*; and for each additional Watercloset or private Bath, Two Shillings *per Annum*:

If the annual Rent shall exceed Eighty Pounds, for One Watercloset or private Bath, Twelve Shillings *per Annum*; and for each additional Watercloset or private Bath, Five Shillings *per Annum*.

No Supply of Water to Watercloset unless properly constructed.

XVI. That the said *Cary Charles Elwes*, his Heirs or Assigns, shall not be under any Obligation to supply Water to any Watercloset or Bath, or the Apparatus or the Pipes connected therewith, unless the same be constructed in such Manner as shall be approved by the said *Cary Charles Elwes*, his Heirs or Assigns, or his or their Surveyor or Agent.

Supply of Water not to include supply for Trade, &c.

XVII. That a Supply of Water for domestic Purposes shall not include a Supply of Water for Railways, Wash-houses, or public Purposes (except for the Extinguishment of Fire), or for Horses or Cattle, or for washing Carriages, or for any ornamental Purpose, or for any Trade, Manufacture, or Business whatsoever.

Water for other than domestic Purposes to be supplied by Agreement.

XVIII. That the said *Cary Charles Elwes*, his Heirs or Assigns, may supply any Person with Water (other than for domestic Purposes) at such Rent and upon such Terms and Conditions as shall be agreed upon between the said *Cary Charles Elwes*, his Heirs or Assigns, and the Persons desirous of having such Supply of Water.

Power to C. C. Elwes to lease the Rates.

XIX. That the said *Cary Charles Elwes*, his Heirs or Assigns, may lease the whole or any of the Water Rates payable by virtue of this Act for any Term not exceeding Five Years, and upon such Terms, Covenants, and Conditions as the said *Cary Charles Elwes*, his Heirs or Assigns, shall think proper; and every Lessee shall have the same Powers, Rights, and Remedies for recovering and enforcing the Payment of the Water Rates granted by the Lease as are by this and the said incorporated Acts vested in the said *Cary Charles Elwes*, his Heirs or Assigns, for that Purpose.

Provision for a Reserved Fund.

XX. That when the Profits of the Undertaking shall exceed the Rate of Four Pounds in the Hundred by the Year on the Money expended in the Undertaking then the Excess beyond that Rate shall from Time to Time be invested in Government or Real Securities; and the Dividends and Interest arising from such Securities shall also be invested in the same or like Securities in order that the same may accumulate at Compound Interest until the Fund so formed shall amount to the Sum of One thousand Pounds, which Sum shall form a reserved Fund to meet any extraordinary Expense of repairing or renewing the Waterworks, or any other extraordinary Claim or Demand which may at any Time arise; and if such Fund be at any Time reduced, it may thereafter be again restored to the said Sum of One thousand Pounds, and so from Time to Time as often as such Reduction shall happen. Provided always, that when and so long as such Fund shall, by Accumulation or otherwise, amount to the Sum of One thousand Pounds, the Interest and Dividends thereon

shall not be invested, but shall be applied to any of the general Purposes of the Undertaking to which the Profits thereof are applicable.

Cost of Fireplugs may be borne by C. C. Elwes.

XXI. That the Cost of Fireplugs, and affixing, placing, and maintaining the same in repair, and providing the necessary and proper Keys for the Use thereof, shall, if deemed necessary or expedient by the said *Cary Charles Elwes*, his Heirs or Assigns, be defrayed by him or them, except as to such Fireplugs as shall be provided at the Request of the Owner or Occupier of any Work or Manufactory under the Provision in that Behalf contained in "The Waterworks Clauses Act, 1847."

Waterworks not exempt from Provisions of 11 & 12 Vict. c. 63.

XXII. That nothing herein contained shall be deemed or construed to exempt the said Waterworks from the Provisions of "The Public Health Act, 1848," or of any general Act relating thereto, or to the Subject Matter thereof, which may pass during the present or any future Session of Parliament.

C. C. Elwes to transfer Waterworks to Trustees.

XXIII. Provided always, That the said *Cary Charles Elwes* and his Heirs is and are empowered, and he and they is and are hereby required, within Six Months after the passing of this Act, to sell at a Price not exceeding the Amount of the Costs and Expenses which shall have been incurred by him and them in and about the preparing for and attending the passing of this Act, and in and about the Construction of the said Waterworks and the Works and Conveniences connected therewith, including the Costs of the Lands, Hereditaments, Springs, and Streams purchased or taken for the Purposes thereof, and by Deed or Writing (duly stamped) under his or their Hand and Seal, to convey and transfer so much and such Parts of the said Waterworks as shall have been constructed, and all the Lands, Hereditaments, Springs, and Streams which he and they shall have purchased or taken by virtue of and under the Authority of this Act for the Purpose of making and constructing the said Waterworks, and also all the Powers, Rights, Profits, and Privileges, together with all the Duties and Liabilities, granted to and imposed on the said *Cary Charles Elwes*, his Heirs and Assigns, by this Act and the Acts incorporated therewith, unto the Trustees or Trustee for the Time being acting in execution of an Act now in progress through Parliament, and entitled *An Act for enabling the Trustees of the Settlement of* Cary Charles Elwes *Esquire to grant Building and other Leases of Land, and to make Improvements on the settled Estates in the County of* Lincoln, *and to purchase Waterworks in the Town of* Glamford Briggs, and the Conveyance and Transfer which shall be made to the said Trustees

Trustees or Trustee for the Time being as aforesaid shall operate and enure to the Use of them, their Heirs and Assigns, in Fee Simple, discharged of all Estates, Titles, Liens, Charges, and Incumbrances of or created by the said *Cary Charles Elwes* and his Heirs, any Rule of Law or Equity to the contrary in anywise notwithstanding.

SCHEDULE referred to in the Act.

Form of Lease.

I of in consideration of the Rent herein-after reserved and made payable to me by Cary Charles Elwes, Esquire, do hereby demise to the said Cary Charles Elwes, his Executors, Administrators, and Assigns, all [*describing the Premises to be demised*], together with all Ways, Rights, and Appurtenances thereunto belonging, to hold the Premises to the said Cary Charles Elwes, his Executors, Administrators, and Assigns, for the Term of Years from the Day of the Date hereof, yielding and paying therefor yearly and every Year during the said Term, free from Land Tax and all other Taxes and Outgoings (Property and Income Tax excepted), the yearly Rent or Sum of by Two equal Payments in the Year, the First Payment to be made on the Day of according to the true Intent and Meaning of "The Glamford Briggs Waterworks Act, 1852."

In witness whereof we have hereunto set our Hands and Seals, this Day of 18 .

LONDON:
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