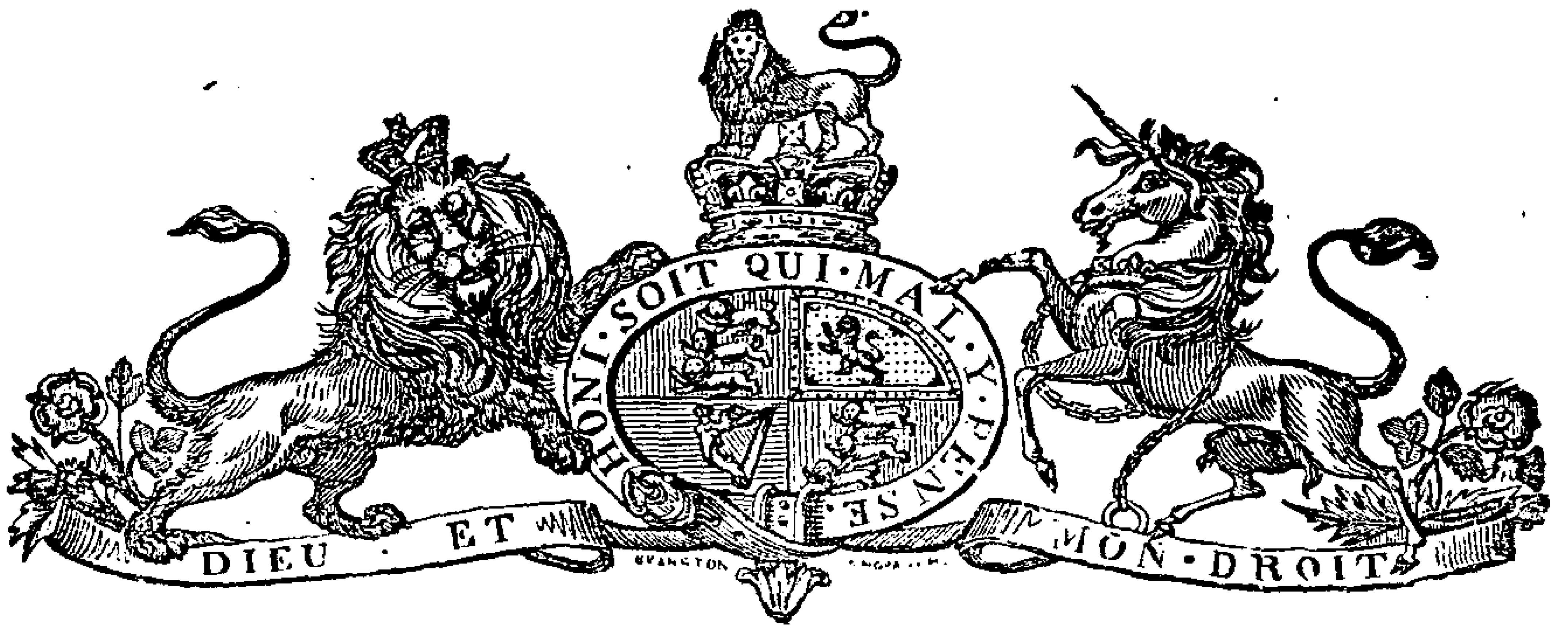


ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. lxxxix.

An Act for better supplying with Water the Towns and Villages of *Haslingden, Rawtenstall,* and *Newchurch,* and the Townships of *Haslingden, Higher Booths, Lower Booths, Newchurch,* and *Hapton,* in the Parish of *Whalley,* the Townships of *Cowpe Lench, New Hall Hey,* and *Hall Carr,* and *Tottington Higher End,* in the Parish of *Bury,* and the Extraparochial Places of *Hen Heads* and *Dunnockshaw,* all in the County *Palatine* of *Lancaster.* [8th *July* 1853.]

WHEREAS the Towns and Villages of *Haslingden, Rawtenstall,* and *Newchurch,* and the Townships of *Haslingden, Higher Booths, Lower Booths, Newchurch,* and *Hapton,* in the Parish of *Whalley,* the Townships of *Cowpe Lench, New Hall Hey,* and *Hall Carr,* and *Tottington Higher End,* in the Parish of *Bury,* and the Extraparochial Places of *Hen Heads* and *Dunnockshaw,* all in the County Palatine of *Lancaster,* are not at present sufficiently supplied with Water, and the Population and Trade thereof have of

late Years greatly increased and are still increasing, and the Construction of Waterworks for effectually supplying the same would be of great public Benefit: And whereas the Parties herein-after named and others are willing to carry such Undertaking into execution, but the same cannot be effected without the Aid and 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,)

8 & 9 Vict. cc. 16. & 18. and 10 & 11 Vict. c. 17. incorporated with this Act.

I. That the several Acts of Parliament following, (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Waterworks Clauses Act, 1847," shall (except as herein otherwise provided) be incorporated with and form Part of this Act.

Short Title.

II. That in citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Haslingden and Rawtenstall* Waterworks Act, 1853."

Limits of Act.

III. That the Limits of this Act shall comprise and include the several Townships of *Haslingden*, *Higher Booths*, *Lower Booths*, *Newchurch*, and *Hapton*, in the Parish of *Whalley*, the Townships of *Cowpe Lench*, *New Hall Hey*, and *Hall Carr*, and *Tottington Higher End*, in the Parish of *Bury*, and the Extraparochial Places of *Hen Heads* and *Dunnockshaw*, all in the County Palatine of *Lancaster*, except so much of the said Township of *Newchurch* as lies on the Easterly Side of a Line commencing at the Point where the *Whitewell Brook* falls into the River *Irwell*, and running up the said *Whitewell Brook* to *Baltic Bridge* near *Waterfoot*, and running thence in a North-easterly Direction to the South End of *Siss Clough Lane*, thence along the Centre of *Siss Clough Lane*, *Edge Side Lane*, and *Lumb Lane*, to the Junction of the said last-mentioned Lane with the *Waterfoot* and *Hitchen Dams* Branch of the *Haslingden and Todmorden* Turnpike Road near *Lumb Mill*, and thence along the Centre of the said Turnpike Road to the Boundary dividing the Townships of *Newchurch* and *Higher Booths* at *Chapel Bridge*.

Incorporation of Company.

IV. That *Robert Ashworth*, *Richard Ashworth*, *Hugh Almond*, *Richard Bealey*, *John Cross*, *Richard Dixon*, *Lawrence Dobson*, *Thomas Dixon*, *Richard Dunderdale*, *George Duckworth*, *John Duckworth*, *Henry Hoyle Hardman*, *George Edward Hardman*, *Richard Hoyle Hardman*, *William Harper*, *George Maden*, *Thomas Turner Mercer*, *James Lawson*, *James Openshaw*, *James Pickup*, *John Stones*, *Peter Whitehead*, *Joseph Wood Whitehead*, *Thomas Woodcock*, and all

all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking by this Act authorized, and their Executors, Administrators, Successors, and Assigns respectively, shall be and they are hereby united into a Company for the Purpose of supplying Water within the Limits of this Act, and for making Waterworks for that Purpose, together with all proper Works and Conveniences connected therewith, according to the Provisions of this Act and the Acts incorporated herewith; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Haslingden and Rawtenstall* Waterworks Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall and may sue and be sued, and shall have Power to purchase and hold Lands for the Purposes of the said Undertaking, subject to the Restrictions and Provisions herein and in the said incorporated Acts contained.

Capital.

V. That the Capital of the Company shall be Thirty thousand Pounds.

Shares.

VI. That the Number of Shares into which the said Capital shall be divided shall be Three thousand, and the Amount of each Share shall be Ten Pounds.

Calls.

VII. That Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders, and that Two Months at the least shall intervene between the making of any Two successive Calls, and the aggregate Amount of Calls to be made in any One Year shall not exceed Six Pounds *per* Share.

Power to borrow Money on Mortgage.

VIII. That the Company may borrow on Mortgage or Bond any Sums of Money not exceeding in the whole the Sum of Six thousand Pounds; but no Part of such Sum shall be raised until Twenty-five thousand Pounds, Part of the said Capital of Thirty thousand Pounds, shall have been subscribed for, and One Half of the said Sum of Twenty-five thousand Pounds shall have been actually paid up.

Meetings of the Company.

IX. That with respect to the General Meetings of the Company, the First General Meeting of the Shareholders shall be held within Three Months after the passing of this Act.

Scale of voting.

X. That the Shareholders shall possess One Vote in respect of each Share held by them respectively.

Appointment of Auditor.

XI. That the Company shall annually at some General Meeting elect an Auditor for the Purpose of auditing the Accounts of the Company; and in case the Office of such Auditor shall before such

Accounts

Accounts have been audited by him be vacant, by Death or from any other Cause, the Company shall from Time to Time appoint an Auditor to supply such Vacancy.

Number and Qualification of Directors.

XII. That, subject to the Provisions herein contained for increasing or reducing the Number of Directors, the Number of Directors shall be Nine; and the Qualification of a Director shall be the Possession in his own Right of Twenty Shares at least in the Undertaking.

Power to vary Number of Directors.

XIII. That the Company may from Time to Time reduce the Number of Directors, but the whole Number of Directors after any such Reduction as aforesaid shall not be less than Six.

First Directors.

XIV. That *Peter Whitehead*, *Joseph Wood Whitehead*, *Henry Hoyle Hardman*, *Thomas Price* the younger, *George Duckworth*, *Samuel Woodcock*, *Richard Bealey*, *James Park*, and *Richard Ashworth* shall be the First Directors of the Company.

Quorum of Directors.

XV. That the Quorum of a Meeting of Directors shall be Three.

Power to make Waterworks according to deposited Plans.

XVI. And whereas a Plan and Section showing the Line and Levels of the Waterworks proposed to be constructed for the Purposes of this Act, and also a Book of Reference containing the Names of the Owners and Lessees or reputed Owners and Lessees and Occupiers of the Lands in or through which the same are intended to be made or to pass, or which may be required for the Purposes of the Company, have been deposited with the Clerk of the Peace for the County Palatine of *Lancaster*: Be it enacted, That it shall be lawful for the Company, subject to the Provisions and Restrictions in this and the said incorporated Acts contained, to make, construct, and maintain the said Waterworks in the Line, according to the Levels, and upon the Lands delineated upon the said Plan and Section and described in the said Book of Reference, and for that Purpose to purchase absolutely for a Sum in gross, or in consideration of an annual Rentcharge, and to enter upon, take, and use, such of the Lands, Streams, and Waters delineated upon the said Plan and referred to in the said Book of Reference as shall be necessary for that Purpose, or any Easement, Liberty, Privilege, Power, or Authority in or over the same.

Limits of Deviation.

XVII. Provided always, That in constructing the Waterworks by this Act authorized to be made it shall be lawful for the Company to make lateral Deviations from the Line of such Works, not exceeding the Limits of lateral Deviation described on the Plan of such Works deposited with the Clerk of the Peace for the County Palatine of *Lancaster*, and also to make Deviations from the Levels of such Works

Works as delineated in the Sections thereof deposited with the said Clerk of the Peace to any Extent not exceeding Ten Feet.

Land for additional Purposes.

XVIII. That it shall be lawful for the Company to purchase by Agreement, or to rent, on Lease or otherwise, and to hold, any Quantity of Land not exceeding Twenty Acres which they may require, in addition to the Lands herein-before authorized to be taken for the Purposes of this Act, and also any Springs, Streams, Reservoirs, or Places, Sources, or Issues of Water, on such Terms and Conditions as shall be mutually agreed upon between the Parties.

Compensation for the Supply of the Brook called Lummy Water or Limy Water.

XIX. That the Company shall cause to be discharged from and out of the Reservoir described on the said Plan as "The Impounding Reservoir," and other Works by this Act authorized to be made, or from the Feeders thereof, to and into the Course of a certain Brook or Stream called *Lummy Water* or *Limy Water*, a Quantity of Water not being less than Three Cubic Feet *per* Second during Twelve consecutive Hours of every working Day, commencing at Six o'Clock in the Morning of each such Day: Provided always, that the before-mentioned Quantity of Water shall be furnished in manner aforesaid before the Company shall be entitled to appropriate to the Supply of the District within the Limits of this Act any of the Waters of the Brooks and Streams which they are herein-before authorized to take for the Purposes of this Act.

Water supplied after Rates aforesaid to be taken as full Compensation.

XX. That if the Company shall commence and continue to discharge from and out of their said Reservoir and Works the due Quantity of Water after the Rates aforesaid, the same shall be accepted and taken by the Parties interested in the Waters of the *Lummy Water* or *Limy Water* and of the River *Irwell* as full Compensation in respect of Quantity for the Water intended to be diverted and appropriated for the Purposes of this Act.

Gauge to be erected.

XXI. That the Company shall erect and construct and for ever after maintain upon the said Brook or Stream a suitable Measuring Gauge, over or through which the said Quantity of Water shall flow or be discharged; and the said Gauge shall be open to the Inspection and Examination of the Owners and Occupiers of the several present and future Mills and Works interested in the Water so to flow or be discharged through or over the same.

Penalty on Failure to supply the stipulated Quantity of Water.

XXII. That in case of any Failure, Neglect, or Default, by or in consequence of which the Quantity of Water required by this Act to flow or be discharged through or over the said Gauge lastly herein-before mentioned as aforesaid shall not so flow or be discharged, the Company shall, for and during every Day on which such Failure,

Neglect, or Default shall occur, forfeit and pay, by way of Penalties, to the Occupiers of each of the said several Mills and Works affected thereby who shall have actually received Damage or incurred any Loss by reason of such Failure, Neglect, or Default as aforesaid, and who may sue for and recover the same, the Sum of Ten Pounds.

Owners may grant Lands in consideration of an annual Rentcharge.

XXIII. That the Persons empowered by "The Lands Clauses Consolidation Act, 1845," to convey Lands, shall have full Power to grant any Lands for the Purposes of this Act, or any Easement, Power, or Authority in or over such Lands, in consideration of a fixed and invariable annual Rentcharge, and the Company may subsequently purchase the Discharge thereof from the Rents and Covenants reserved or contained in any such Grant.

In case of a Purchase from Parties under Disability, the best yearly Rent to be reserved.

XXIV. Provided always, That in every Case of a Purchase under the Provisions of this Act (otherwise than for a Sum in gross) of any Lands or Springs, or of any Easement, Liberty, Privilege, Power, or Authority in or over the same, from any Party under any Disability or Incapacity, and not having Power to sell or convey the same except under the Provisions of this Act and of "The Lands Clauses Consolidation Act, 1845," there shall be reserved and made payable by the Company the best yearly Rent in respect of the Subject Matter of such Purchase, but no Fine, Premium, or Foregift shall be paid by the Company.

Period within which Works are to be completed.

XXV. That the Works hereby authorized to be made shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this or the said incorporated Acts granted to the Company for executing such Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Works as shall then be completed: Provided always, that, subject to the Restrictions and Provisions herein contained, the Company may from Time to Time alter, enlarge, and extend their Mains and Pipes in such Way and Manner as shall be necessary for supplying Water within the Limits of this Act.

For Protection against bursting of Reservoir.

XXVI. That in case any Owner or Occupier of a Mill or other Work, or of any other Property situate on any River or Stream below the said Impounding Reservoir, of the rateable Value to the Poor's Rate of not less than Two hundred and fifty Pounds *per Annum*, shall be at any Time dissatisfied with the Security of the said Reservoir, it shall be lawful for such Owner or Occupier, after giving not less than Three Days Notice to the Company of such his Intention, to make Application in Writing to Two Justices not interested in the Premises, such Notice and such Application respectively setting forth

such

such Dissatisfaction, and the Grounds thereof; and upon *primâ facie* Proof being offered to such Justices that such Reservoir, or the Works connected therewith, are in a State of Disrepair, or otherwise insecure, it shall be competent for the said Justices to issue a Precept to the President for the Time being of the Institution of Civil Engineers, requiring him to nominate a competent Hydraulic Engineer, who shall forthwith examine and report to the Court of Quarter Sessions whether and in what Particulars (if any) such Reservoir or the Works connected therewith are out of Repair, or otherwise insecure; and the said Court may, upon the Consideration of such Report, thereupon make such Order upon the Company for repairing and securing such Reservoir, and for Payment of the Costs of and incident to such Application, Appointment, Examination, Report, and Order, as to the Court shall seem meet; provided that if it should appear to the Court, either upon the Report of such Engineer or otherwise, that the Application has not been well or sufficiently founded and duly sustained, such Costs, and the Expenses incurred by the Company and all other Persons by or in consequence of such Application, shall be borne and defrayed by the Person making the same, and may be recovered in the Mode provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Recovery of Damages not specially provided for.

Nothing to authorize Company to take Lands, &c. of C. Towneley without Consent

XXVII. And whereas *Charles Towneley* Esquire is or claims to be the Owner of certain Lands required for the Purposes of the Undertaking: Be it enacted, That nothing in this Act contained shall be held or construed to authorize or empower the Company to take or purchase, otherwise than for a Sum in gross, any Lands, Streams, or Waters belonging to the said *Charles Towneley*, his Heirs or Assigns, or other the Owner for the Time being of such Lands or any of them, or any Easement in, under, or over the same, without the Consent in Writing of the said *Charles Towneley*, his Heirs or Assigns, or other such Owner as aforesaid, under his or their Hand or Hands, for that Purpose first had and obtained.

Company not to enter upon Lands, &c. of C. Towneley, except for Purposes of this Act, without Consent.

XXVIII. Provided also, That it shall not be lawful for the Company to enter upon, take, or use for the Purposes of this Act any Lands, Streams, or Waters belonging to the said *Charles Towneley*, his Heirs or Assigns, unless with his or their Consent in Writing for that Purpose first had and obtained, without having paid or tendered, as in "The Lands Clauses Consolidation Act, 1845," is provided in respect of Lands, the Sums to be paid as the Price or Consideration for and as Compensation in respect of such Lands, Streams, or Waters, except only for the Purpose of setting out the Works by this Act authorized to be made, or setting out and taking Levels of such Parts of the said Lands, Streams, or Waters as the said

Company

Company shall be authorized and intend to take or use for the Purposes of this Act.

Provision as to Roads, &c. on Lands of C. Towneley.

XXIX. Provided also, That the Company shall and they are hereby required, in forming any Reservoir, Aqueduct, or Cut, or any Conduit, Drift, Sewer, Drain, Pipe, or Watercourse connected therewith or leading thereto or proceeding therefrom respectively, through any of the Lands of the said *Charles Towneley*, his Heirs or Assigns, at the Expense of the said Company, to make and provide a sufficient Number of convenient Roads, Ways, and Paths, Watering Places, Wells, and Watercourses, Conduits, Drains, Pipes, and Channels, for the Use of Persons and Cattle, and to supply Water for domestic Purposes for the Messuages, Farm Buildings, and Cottages on and Parcel of the Lands of the said *Charles Towneley*, in lieu of the existing Roads, Ways, Paths, Watering Places, Wells, Watercourses, Conduits, Drains, Pipes, and Channels (if any) destroyed or injured by them; and in case of any Difference between the Company and the said *Charles Towneley*, his Heirs or Assigns, with reference to such Roads, Ways, Paths, Watering Places, Wells, Watercourses, Conduits, Drains, Pipes, and Channels, or in anywise relating thereto, the same shall be determined in the Manner provided in the Sections of the "Waterworks Clauses Act, 1847," "with respect to the Construction of Works for the Accommodation of Lands adjoining the Waterworks.

Water not to be taken from certain Springs on Lands of C. Towneley.

XXX. Provided also, That it shall not be lawful for the said Company, without the Consent of the said *Charles Towneley*, his Heirs or Assigns, first had and obtained, to divert, appropriate, impound, or take the Water of and arising from Two Springs or Streams in and flowing from the Farm of the said *Charles Towneley* called *Nutshaw* in the Township of *Hapton*, nor the Water of and arising from a Spring or Stream in and flowing from another contiguous Farm of the said *Charles Towneley* called *Clow* or *Clough* in the said Township of *Hapton*, which Three Springs respectively lie above the Line of the said Aqueduct or Cut intended to communicate with the said Reservoir at the Westerly Side thereof, and are near to the Houses and Buildings of and upon the said Farms called *Nutshaw* and *Clow* or *Clough* respectively, anything herein-before contained to the contrary notwithstanding.

Saving Rights of the Lord of the Manor of Hapton.

XXXI. Provided also, That, except as by this Act expressly provided, nothing in this Act contained shall be held or construed to prejudice, diminish, alter, or take away any of the Rights, Privileges, Jurisdictions, Immunities, or lawful Customs of, belonging, or appertaining to the said *Charles Towneley*, or other the Lord for the Time being of the Manor of *Hapton* aforesaid.

XXXII. That

Company to make good Damages occasioned by giving way, &c. of Reservoirs.

XXXII. That the Company shall and they are hereby required, from Time to Time and at all Times, to pay and make good all Loss, Damages, Injuries, and Expenses, as well immediate as consequential, which the *East Lancashire* Railway Company or any other Corporation or Person may incur, suffer, or be put unto by reason of the Failure or giving way of any of the Reservoirs, Embankments, Watercourses, Pipes, or other Works constructed by the Company under the Provisions of this Act.

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

XXXIII. That the Company shall, at the Request of the Owner or Occupier of any private Dwelling House or Part of a private 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 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 Uses, at Rates not exceeding the yearly Rates herein specified; (that is to say,)

Where no Watercloset.

If there be no Watercloset or private Bath in or appurtenant to the Dwelling House or Part of the Dwelling House to be supplied with Water, at the following Rates, according to the annual Rackrent or Value of such Dwelling House or Part of a Dwelling House:

Where the annual Rackrent or Value of the Premises so supplied with Water shall not exceed Twenty Pounds, at a Rate *per Centum per Annum* not exceeding Seven Pounds and Ten Shillings:

Where such annual Rackrent or Value shall exceed Twenty Pounds and not exceed Forty Pounds, at a Rate *per Centum per Annum* not exceeding Seven Pounds:

Where such annual Rackrent or Value shall exceed Forty Pounds and not exceed Sixty Pounds, at a Rate *per Centum per Annum* not exceeding Six Pounds and Ten Shillings:

Where such annual Rackrent or Value shall exceed Sixty Pounds and not exceed Eighty Pounds, at a Rate *per Centum per Annum* not exceeding Six Pounds:

Where such annual Rackrent or Value shall exceed Eighty Pounds and not exceed One hundred Pounds, at a Rate *per Centum per Annum* not exceeding Five Pounds and Ten Shillings:

Where such annual Rackrent or Value shall exceed One hundred Pounds, at a Rate *per Centum per Annum* not exceeding Five Pounds:

Provided always, that until the Company shall have paid an average Dividend amounting to Five Pounds *per Centum per Annum* on the Capital invested in the Undertaking from its Commencement the Company shall not be compellable to afford a Supply of Water for

domestic Purposes to any such Owner or Occupier for any less Sum than Six Shillings and Sixpence in any One Year; and provided further, that after the Company shall have paid such average Dividend it shall not be lawful for the Company to charge in respect of the Supply of Water to any private Dwelling House of not exceeding the annual Rackrent or Value of Five Pounds a Sum greater than after the weekly Rate of One Penny and One Farthing, nor in respect of the Supply of Water to any private Dwelling House the annual Rackrent or Value of which shall exceed Five Pounds and shall not exceed Six Pounds a Sum greater than after the weekly Rate of One Penny and One Halfpenny:

If there be a Watercloset or Private Bath.

That for any Watercloset and for any private Bath in any private Dwelling House or Part of such Dwelling House, or appurtenant thereto, there shall be paid, in addition to the Rates computed as above specified, (but subject nevertheless to the Proviso next herein-after contained,) the following Rates; (that is to say,)

When the annual Rackrent or Value shall not exceed Ten Pounds, the Sum of Four Shillings *per Annum*:

When the annual Rackrent or Value shall exceed Ten Pounds but shall not exceed Twenty Pounds, the Sum of Six Shillings *per Annum*:

When the annual Rackrent or Value shall exceed Twenty Pounds but shall not exceed Forty Pounds, the Sum of Eight Shillings *per Annum*:

When the annual Rackrent or Value shall exceed Forty Pounds but shall not exceed Eighty Pounds, the Sum of Ten Shillings *per Annum*:

When the annual Rackrent or Value shall exceed Eighty Pounds, the Sum of Twelve Shillings *per Annum*:

Proviso where more than One Bath, &c.

Provided always, that if there be more than One private Bath or One Watercloset in any such Dwelling House the Company shall not be entitled to demand more than the Sum of Four Shillings *per Annum* for every additional Bath or Watercloset: Provided also, that the Company shall not be compellable to supply with Water any Watercloset or private Bath, or the Apparatus or Pipes connected therewith, unless the same shall be so constructed and used as to prevent the Waste, Misuse, or undue Consumption of the Water of the Company, and the Flow or Return of foul Air or other noisome or impure Matter into the Mains or Pipes of the Company, or into any Pipes connected or communicating therewith, nor any private Bath which shall be so constructed as to contain when filled for Use more than Fifty Gallons of Water.

XXXIV. That

What shall be deemed domestic Purposes.

XXXIV. That a Supply of Water for domestic Purposes shall not include a Supply of Water for Cattle, or for Horses kept for Hire, or for washing Carriages kept for Hire, or for any Trade, Manufacture, or Business whatsoever, or for watering Streets or Gardens, or for Fountains, or for any ornamental Purposes whatsoever.

Company to supply Water to Proprietors of Sunnyside Print Works on favourable Terms.

XXXV. That the Company shall from Time to Time, but not for a shorter Period than a Year, afford a Supply of Water to Messieurs *Brooks* or other the Occupiers for the Time being of the *Sunnyside* Print Works (but not to the Detriment of the Supply of Water for domestic and sanatory Purposes), on the most favourable Terms on which Water shall be supplied, in equal or not smaller Volumes to any other Consumer within the District: Provided always, that not less than One Month's Notice in Writing of such Demand shall be given to the Company.

Power to Company to turn off, &c. Water in certain Cases.

XXXVI. That if any Person supplied Water by the Company shall wilfully do or cause to be done any Act, Matter, or Thing in contravention of the Provisions of this Act or of any Act incorporated herewith, or shall wilfully omit or neglect to do any Matter or Thing which under such Provisions ought to be done for the Prevention of the Waste, Misuse, or undue Consumption or the Contamination of the Water of the Company, it shall be lawful for the Company to turn or cut off the Water supplied by them to such Person, and to cease to supply such Person with Water, and also to recover from such Person, by Action or Suit in any Court of competent Jurisdiction, the Amount of any Loss, Damage, or Injury which the Company may sustain by means or in consequence of any such Act, Matter, or Thing as aforesaid, or of any such wilful Omission or Neglect as aforesaid: Provided always, that after the Cause of Complaint shall have ceased, and the Person offending shall have made due Compensation to the Company for such Act, Matter, or Thing as aforesaid, such Person shall be again entitled to be supplied with Water by the Company.

Regulations to be made.

XXXVII. That it shall be lawful for the Company from Time to Time to make such Regulations as shall be necessary or expedient for the Purpose of preventing the Waste or Misuse of Water, and therein, amongst other things, to 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.

XXXVIII. That

Water not necessarily under Pressure.

XXXVIII. That the Water to be supplied from any Pipe of the Company need not be constantly laid on under a Pressure greater than that to be afforded from the Service Reservoir whereby such Pipe is supplied.

Water may be supplied by Agreement.

XXXIX. That the Company may supply any Person with Water for any Purpose in respect of which no special Rates are by this Act granted, for such Remuneration and upon such Terms and Conditions as shall be agreed upon between the said Company and the Person desiring such Supply.

Penalty for Waste or improper Application of Water, and Recovery of Damages occasioned by the Waste or Misuse of Water.

XL. Provided always, That any Person supplied with Water under this Act who shall wilfully waste such Water, or who shall use or apply such Water for any other Purpose than the Purpose agreed upon, or who shall permit or suffer any other Person to use, take, or waste any such Water, shall for every such Offence forfeit and pay a Sum not exceeding Five Pounds, and shall, in addition to such Penalty, make full Compensation to the Company for or in respect of the Water so used, taken, wasted, or misapplied; and any Justice authorized to impose such Penalty as herein-after mentioned, is hereby empowered and required to determine and certify the Amount of such Compensation, which Amount the Company may recover in like Manner as Charges for Water supplied by them may be recovered.

Penalty for extending or enlarging Pipes of Company.

XLI. Provided always, That any Person who shall, without the Knowledge and Consent of the Company, extend or enlarge any Pipe or use other Means or Device for the Purpose of supplying any other Person or any Tenement with Water from the Works of the Company, shall forfeit and pay a Sum not exceeding Five Pounds, and a further Sum not exceeding Forty Shillings for every Day during which such Offence shall be continued.

Company may let for Hire Meters.

XLII. That the Company may let for Hire any Meters or Instruments for ascertaining the Quantity of Water consumed or supplied, and any Fittings for the Conveyance of such Water, for such Remuneration in Money as shall be agreed upon between the Company and any Person to whom the same may be so let; and such Remuneration shall be recoverable in the same Manner as the Rents or Sums due to the Company for Water; and such Meters and Fittings, so long as they remain the Property of the Company, shall not be subject to Distress for Rent of the Premises where the same may be used, nor to be taken in Execution under any Process of a Court of Law or Equity or any Fiat in Bankruptcy against any Person in whose Possession the same may be.

XLIII. That

Powers to Company for ascertaining Quantity consumed by Meter.

XLIII. That the Clerk, Engineer, or other Officer of the Company may at all reasonable Times enter any House, Building, or Premises supplied by the Company in manner lastly herein-before mentioned, in order to inspect the Meters, Instruments, Fittings, and Works for regulating the Supply of Water, and for the Purpose of ascertaining the Quantity of Water consumed or supplied; and if any Person hinder such Officer as aforesaid from entering and making such Inspection as aforesaid at any reasonable Time, he shall for every such Offence forfeit to the Company a Sum not exceeding Five Pounds.

Power to take away Meters, &c.

XLIV. That it shall be lawful for the Company, by their Officers or Servants, from Time to Time to enter any House, Building, or Premises, for the Purpose of removing and carrying away any Meter, Instrument, Pipes, Fittings, or other Works the Property of the Company, provided that such Power of Entry shall not be exercised at any Hour not authorized by "The Waterworks Clauses Act, 1847," except with the Consent of a Justice.

Recovery of Charges for Water.

XLV. That in case any Person who shall have been supplied with Water by the Company, or who shall be liable to Payment in respect of a Supply of Water, under or by virtue of the Provisions of this Act, shall neglect or refuse to pay the Amount due in respect of such Supply for the Space of Fourteen Days after Demand thereof by the Company, their Agent or Collector, it shall be lawful for any Justice having Jurisdiction where such Person shall then reside or where such Water shall have been supplied to issue his Summons to such Person, requiring him to appear before Two Justices having Jurisdiction as aforesaid, at a Time and Place named therein, and then and there to show Cause why the Sum so demanded should not be paid; and if on the Appearance of such Person, or in default of Appearance, after Proof of the Service of the Summons, either personally or at the last known Place of Abode or of Business of such Person, no sufficient Cause shall be shown to the contrary, it shall be lawful for such Two Justices to issue their Warrant of Distress for the Seizure and Sale of the Goods and Chattels of such Person, for Recovery of the Amount which may be proved before such Justices to be due from such Person, together with such Costs as to such Justices shall seem just and reasonable.

As to Recovery of Sums due to Company.

XLVI. That the Company may recover any Sum of Money which shall be due to them, for Water Rates or Rents, Damages, Costs, or Expenses

Expenses, by Action or Proceeding in any Court of competent Jurisdiction.

Expenses of Act.

XLVII. That all Costs, Charges, and Expenses incident to the applying for and passing this Act shall be paid by the Company.

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