CHAPTER xxiv.

An Act for incorporating the Horncastle Water Company, and for better supplying with Water the Town of Horncastle, in the County of Lincoln, and the several places adjacent thereto; and for other purposes. A.D. 1882.

[19th May 1882.]

WHEREAS the existing supply of water to the town of Horncastle, and the several parishes herein-after mentioned, in the county of Lincoln, is insufficient for the wants of the inhabitants, and it is expedient to increase and improve such supply, and to provide additional sources of supply, and for such purposes to make and maintain the works herein-after mentioned:

And whereas plans and sections of the works by this Act authorised and proposed to be made for the purpose of affording such supply of water, showing the lines and levels thereof, with a book of reference to those plans containing the names of the owners or reputed owners, lessees or reputed lessees, and of the occupiers of the lands which are required for the proposed works, and which are in the line of the proposed works, or within the limits of deviation as defined on the plans, and upon which the waterworks are proposed to be constructed, and describing those lands, have been deposited with the clerk of the peace for the parts of Lindsey, in the county of Lincoln, and those plans and sections and book of reference respectively are in this Act referred to as the deposited plans, sections, and book of reference respectively:

And whereas the persons herein-after named and others are willing, at their own expense, to provide such increased and improved and additional supply of water, and to make and maintain the necessary works for the purposes aforesaid, on being incorporated into a Company, with adequate powers for the purpose; and it is expedient that they be incorporated accordingly:

And whereas the objects aforesaid cannot be effected without the authority of Parliament:

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

Short title.

1. This Act may be cited for all purposes as the Horncastle Water Act, 1882.

Incorporation of General Acts.
8 & 9 Vict. c. 16.
26 & 27 Vict. c. 118.
32 & 33 Vict. c. 48.
8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
10 & 11 Vict. c. 17.
26 & 27 Vict. c. 93.

2. The several provisions of the Companies Clauses Consolidation Act, 1845, Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863, the Companies Clauses Act, 1869, the Lands Clauses Consolidation Acts, 1845, 1860, and 1869, the Waterworks Clauses Acts, 1847 and 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts, wholly or partially incorporated with this Act, have the same respective meanings, unless there be in the subject or context something repugnant to or inconsistent with such construction. The expression "the Company" means the Company by this Act incorporated; the expression "the undertaking" means the undertaking by this Act authorised or any part thereof; and the expression "superior courts" or "courts of competent jurisdiction" or any other like expression in this Act, or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand, with respect to which the expression is used, were a common simple contract debt, and not a debt or demand created by statute.

Limits of Act for supply of water.

4. The limits of this Act for the supply of water by the Company shall be as follows, that is to say: the parishes of Hemingby, West Ashby and Thornton, and the township and parish of Horncastle, all in the parts of Lindsey and county of Lincoln.

Incorporation of Company.

5. The persons following (that is to say) :—Joseph Willson, William Frederick Snartt, Charles Hensman, John Panton, James Isle, William Baker Walter, Henry Nicholson, Frank Heane, James Ward, and Walter Booth Parish, and all other persons and corporations who have already subscribed to, or who shall hereafter subscribe to, or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, and assigns respectively, shall be and they are hereby united

into a Company for the purposes of this Act; and such Company shall be incorporated by the name of "The Horncastle Water 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.

Capital.

6. The capital of the Company shall be twelve thousand pounds, in one thousand two hundred shares of ten pounds each.

Shares not to issue until one fifth paid up.

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

Calls.

8. One fourth of a share shall be the greatest amount of any one call to be made on any share created under the powers of the Act, and three fourths of a share shall be the utmost aggregate amount of calls made in any one year, upon any share, and two months at least shall be the interval between successive calls.

Receipt of guardians, &c. to be sufficient discharge.

9. If any money be 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 for the same.

Representation of the Company in case of bankruptcy.

10. In all proceedings, under any bankruptcy or deed of composition, or arrangement, or liquidation by arrangement, or composition with creditors, whether under the present or any future Bankruptcy Act, or under any sequestration, the secretary of the Company, or any person appointed in 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 in respect of original capital.

11. The Company may, from time to time, borrow on mortgage, any sum or sums not exceeding in the whole three thousand pounds, but no part thereof shall be borrowed until the whole capital of twelve thousand pounds 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 40th section of the Companies Clauses Consolidation Act, 1845, before he so certifies that the whole of such capital 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 capital has been paid

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on account thereof, before or at the time of the issue or acceptance thereof, and that such 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.

Arrears may be enforced by appointment of a receiver.

12. 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, and 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 in the whole than three hundred pounds of the then mortgage debt of the Company.

Power to create and issue debenture stock.

13. 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 and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall, subject to the provisions of any subsequent Act, rank pari passu, without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised, and shall have priority over all principal moneys secured by such mortgages.

Priority of mortgages.

14. All moneys to be raised by the Company on mortgage or debenture stock under this Act, from the time when the said moneys shall be advanced and the interest for the time being due thereon, shall have priority against the Company and the property from time to time of the Company, over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act: Provided always, that such priority shall not prejudice or affect any claim against the Company or their property in respect of any rentcharge to be granted by them in pursuance of the provisions 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 interest or dividend on the mortgages and debenture stock; nor shall anything herein-before contained affect any claim or lien in respect of

any land taken, used or occupied by the Company for the purposes of their undertaking, or injuriously affected by the construction of their works, or by the exercise of any powers conferred on the Company.

Conversion of borrowed money into capital.

15. 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, whether ordinary or preferential, are limited to a rate not exceeding five pounds per centum per annum.

Application of moneys.

16. 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.

17. The first ordinary meeting of the Company shall be held within nine months after the passing of this Act, and the future ordinary meetings of the Company shall be held half-yearly, in the months of June and December in every year, or in such other months as the Company by the resolution of an extraordinary general meeting shall from time to time determine.

Number of shareholders who may convene extraordinary meeting.

18. The number of shareholders on whose requisition an extraordinary meeting of the Company may be required to be convened shall be not less than ten shareholders, holding in the aggregate not less than one thousand pounds in the capital of the Company.

Number of directors.

19. The number of directors shall not be more than five nor less than three, to which it shall be lawful for the Company to reduce the number.

Qualification of directors.

20. The qualification of a director shall be the possession in his own right of shares or stock of the nominal amount of not less than two hundred pounds in the capital of the Company.

Quorum.

21. The quorum of a meeting of directors shall be three when the number of directors shall be more than three, but if the number of directors shall not be more than three then the quorum shall be two.

First directors.

22. Joseph Willson, William Frederick Snartt, Charles Hensman, John Panton, and James Isle 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 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

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the number of directors, or to supply the place of those not continued in office, the directors appointed by this Act being if qualified eligible for re-election; 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 such meeting, being neither removed nor disqualified, nor having died, or retired, 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, &c.

23. Any contract to be made under this Act with any local board, trustees or commissioners under any Act of Parliament, or with any public body, shall not disqualify any of the members of such board, commissioners, trustees or public body for the office of director of the Company, and no director or shareholder of the Company shall be disqualified as such commissioner, trustee or member by reason of any contract under this Act between the Company and such local board, commissioners, trustees or public body; 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, commissioners, trustees or public body, shall vote upon any question with reference to any contract with such local board, commissioners, trustees or public body at any meeting of such trustees, board or other authority, or at any committee appointed by such corporation, commissioners, trustees, board or other authority, on any question, or with reference to any matter in which such director or shareholder has direct or indirect interest as a shareholder.

Power to make and maintain works and take lands for works.

24. Subject to the provisions of this Act, the Company may make and maintain in the lines and according to the levels and upon the lands delineated on the deposited plans and sections, the several works by this Act authorised and herein-after described, and may enter upon, take and use such of the lands delineated on the deposited plans, or within the limits of deviation shown thereon and described in the deposited books of reference as may be required for the purposes aforesaid.

The works herein-before referred to and authorised by this Act are:—

(1.) A storage reservoir to be situate on the south side of and in a certain plantation known as the Cawkwell Plantation or Fox

Cover, situate in the parish of Cawkwell, in the county of Lincoln, and belonging or reputed to belong to the Duke of Portland, and now in the occupation of Christopher Bell Robson. The said reservoir is to be protected on the south side thereof by an embankment placed eighty yards in a north-easterly direction from Cawkwell church, and two hundred and twenty yards in a westerly direction from the main road leading from Horncastle to Louth. The said reservoir is to be constructed on, upon, over, or near to the bed of the stream or streams known as Cawkwell Springs, and flowing to the Scamblesby Beck, which is a tributary of the River Bain;

(2.) A conduit, aqueduct, or line of pipes (No. 1) commencing on and out of the south side of the storage reservoir herein-before described, and terminating at or about a point in the centre of the highway in the parish and town of Horncastle, called the Bull Ring, and immediately opposite the Red Lion Hotel, and which conduit, aqueduct, or line of pipes is to pass from, in, through, into or out of some or all of the parishes of Cawkwell, Scamblesby, Asterby, Goulceby, Ranby, Hemingby, Edlington, Thimbleby, Thornton, West Ashby, and Horncastle, all in the parts of Lindsey, in the said county of Lincoln;

(3.) A conduit, aqueduct, or line of pipes (No. 2) to commence by a junction with the conduit, aqueduct, or line of pipes herein-before described as No. 1 at the point where it crosses the road or highway leading from Edlington to West Ashby, and situate about one hundred and thirty-two yards east of Shearman's Wath Bridge, which forms part of the said road or highway, and is built over the River Bain, and to be continued thence in an easterly direction along the said road or highway until it joins the main road, formerly a turnpike, leading from Horncastle to Louth, from which said last-mentioned junction it is to be continued along the said road, formerly a turnpike, leading from Horncastle to Louth, in the direction of Louth, to a point in the said road, formerly a turnpike, immediately opposite West Ashby church, in the parish of West Ashby, in the said parts of Lindsey, in the county of Lincoln;

together with all proper roads, approaches, fences, excavations, embankments, tanks, sluices, culverts, mains, pipes, tunnels, channels, adits, levels, dams, weirs, overfalls, valves, engines, machinery, wells, drains, filters and other conveniences, and works and appliances connected therewith or incident thereto, and may take, divert, collect, use, get and appropriate for the purposes of this Act, all springs, streams and waters shown or mentioned on

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the deposited plans as intended to be intercepted or otherwise taken by any of the works authorised by this Act, or being in or under the lands authorised to be taken under this Act, and all waters found in the construction and maintenance of any of the said works, and all waters found in or under any of the lands for the time being belonging to the Company.

Power to deviate.

25. In constructing the waterworks, the Company may deviate laterally from the lines thereof as shown upon the deposited plans to the extent of the limits of lateral deviation marked or described thereon, and may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding five feet upwards and ten feet downwards: Provided always, that the Company shall not in the exercise of the powers of lateral deviation, hereby given, construct any embankment or retaining wall of any reservoir of a greater height above the general surface of the ground than that shown on the deposited sections with respect to the corresponding embankment or wall, and three feet in addition.

As to mains crossing the works of a railway or other company.

26. If any difference shall arise between the Company and any railway, canal or other company, whose lands or works the Company have power to cross or interfere with in laying down, repairing, altering or enlarging their mains, pipes, conduits and other works, from time to time, for the purposes of meeting the demands for water within their district, as to the mode of laying down, repairing, altering or enlarging such mains, conduits or pipes, or the facilities to be afforded for the same, such difference shall (except as herein otherwise provided) be settled by an engineer to be appointed by the Board of Trade, at the request of either Company, and the provisions of the Companies Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration shall mutatis mutandis apply to such arbitration.

Power to purchase lands by agreement.

27. The Company may from time to time purchase and acquire by agreement any lands or hereditaments, or any easements in over or affecting any land which they may require for their undertaking, not exceeding in the whole ten acres in addition to the land which they are by this Act authorised to take by compulsion, but the Company shall not erect any buildings on the land except buildings immediately connected with and required for the purposes of their water undertaking.

Owners may grant easements.

28. 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 (not being an ease-

ment of water) required for the purposes of this Act in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants, and to such easements, rights and privileges as aforesaid respectively.

Power for compulsory purchases limited.

29. 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.

30. The works hereby authorised shall be completed within five years from the passing of this Act, and on the expiration of that period the powers of this Act granted to the Company for the construction of those works or otherwise in relation thereto, shall cease to be exercised except as to so much thereof as shall then be completed: Provided always, that subject to the provisions of this Act the Company may from time to time alter, renew, enlarge, extend or remove any of their engines, machinery, tanks, wells, mains, pipes and other works, in such way and manner as they may consider requisite or advisable for the purposes of supplying water within the limits of this Act.

Restrictions may be imposed upon the sale of superfluous property.

31. Upon any sale by the Company under the provisions of the Lands Clauses Consolidation Act, 1845, of any lands or hereditaments purchased by them under the powers of this Act, the Company may reserve to themselves all or any part of the water or water rights and other easements thereunto belonging, and may sell such lands and hereditaments subject to such reservations, and also subject to such special conditions, restrictions and provisions with reference to the use of water, and for preventing the exercise of noxious trades or businesses upon the premises, and for preventing or regulating the discharge and deposit of manure sewage and other impure matters and liquids as they may think fit.

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

32. The Company shall, on the application of any person who, under the provisions of this Act, or any Act incorporated therewith, shall be entitled to demand a supply of water for domestic purposes (which shall include one watercloset), furnish to such person a sufficient supply of water for domestic use at the following yearly rates (that is to say):—

Where the gross estimated rental of the premises supplied does not exceed five pounds, at a rate not exceeding twopence a week;

Where such rental shall exceed five pounds, and shall not exceed thirty pounds, a yearly rate not exceeding seven pounds ten shillings per centum on such rental;

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Where such rental shall exceed thirty pounds, a yearly rate not exceeding six pounds five shillings per centum on such rental;

The gross estimated rental for the purposes of this clause shall be ascertained by the valuation list in force at the time when the demand for the water rates is made, or if there is no such list then in force by the last rate made for the relief of the poor.

Rates for waterclosets and baths.

33. The Company may charge in any one year in respect of every bath supplied with water in or belonging to any private dwelling-house a sum of ten shillings, and in respect of any water-closet beyond the first a sum not exceeding five shillings, and such sums may be received with, and as part of, or be recovered by the same means as the rate for supplying water for domestic purposes: Provided always, that for baths containing, when fitted for use, a greater quantity of water than fifty gallons, the Company may charge an increased rate in proportion to the size of such baths.

Pressure.

34. Notwithstanding anything in the Waterworks Clauses Act, 1847, contained or implied to the contrary it shall not be incumbent on the Company to supply water under any degree of pressure greater than that afforded from their reservoir.

Protection from impurities and against waste.

35. The Company shall not be compelled to supply with water any watercloset or bath, or the apparatus or pipes connected therewith respectively, unless the same be of such material and 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 noxious or impure matter into the mains or pipes belonging to or connected with the mains or pipes of the Company; and in case any such person shall neglect to keep such pipes, cisterns or other apparatus in good repair, it shall be lawful for the Company to cut off the pipe or turn off the water from the premises of such person, until such pipes, cisterns or other apparatus shall be repaired, as the case may require, and further, the Company shall not be compelled to supply water for any bath which shall be so constructed as to contain, when fitted for use, more than fifty gallons of water.

Water for other than domestic purposes.

36. The Company may supply any person with water for other than domestic purposes on such terms as he and the Company agree on; but, notwithstanding any such agreement, no person shall be entitled to such a supply whenever and as long as the same would interfere with or unduly diminish the proper supply of water for domestic purposes under this Act. Every such agreement may be by virtue of this Act determined by the Company on one month's notice in writing.

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

37. With regard to the waste or misuse or contamination of water supplied by the Company in addition to the provisions in that behalf, contained in any Act incorporated herewith, be it enacted as follows:—

The Company may from time to time make regulations to be observed in that part of their district in which they are bound to afford a constant supply, for the purpose of preventing the waste or misuse or contamination of water, and may by such regulations, amongst other things, prescribe the size, nature, materials and strength of the pipes, cocks, cisterns, ferrules, valves and other apparatus, whatsoever to be used, and may forbid any arrangements and the use of any pipes, cocks, cisterns, ferrules, valves or other apparatus, which may tend to such waste or misuse or contamination as aforesaid. No such regulations shall have any effect unless confirmed by the Local Government Board.

Publication of regulations.

38. All such regulations in force for the time being shall be printed and a copy thereof kept at the office of the Company, open for inspection; all persons may at all reasonable times inspect such copy without payment, and the Company shall cause to be delivered a printed copy of all such regulations to every person applying for the same on payment of a sum not exceeding sixpence for each copy.

Evidence of regulations.

39. A printed copy of any such regulations as aforesaid, dated and purporting to be made and confirmed in pursuance of this Act, shall be evidence until the contrary is proved, in all legal proceedings, of the due making and sanctioning and existence of such regulations without further or other proof.

Power to refuse supply where regulations not complied with.

40. In the event of any such regulations not being observed by any person whose duty it is to observe the same, and having or requiring a supply of water, the Company may refuse to supply water or may cut off the water supplied to him unless and until the regulations be complied with.

Company not bound to supply water in certain cases.

41. No person shall be entitled to require the Company, nor shall the Company be bound to supply any dwelling-house with water (otherwise than by meter or special agreement), where any part of such dwelling-house is used for any trade or business purpose for which water is required.

Penalty for using water for other than domestic purposes.

42. No person supplied by the Company with water for domestic purposes, shall use such water or suffer the same to be used for the purpose of affording power to or in connexion with any machinery or apparatus whatsoever, and every person offending

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against this enactment shall for every such offence forfeit and pay to the Company a penalty not exceeding five pounds.

Contracts for supplying water for public purposes.

43. The Company may from time to time enter into and carry into effect, agreements with any body of commissioners or local boards, corporations or other public or local bodies, for the supply of water by the Company, within the limits of this Act, to or for those bodies respectively in bulk or otherwise, for any purpose whatsoever, for such times and for such remuneration and on such terms and conditions as the Company think fit.

As to supply of water by measure.

44. The Company may, if they think fit, enter into agreements for the supply of water by measure to any consumer for other than domestic purposes, and the Company may at the request of any consumer supply and repair pipes, meters, and other conveniences, appliances and fittings, for the proper distribution and measuring of such water, for such remuneration and upon such terms as may be agreed upon between the Company and such consumer: Provided always, that the Company shall not be bound to supply water for other than domestic purposes if such supply shall in any way interfere with, or unduly diminish, the supply of water for domestic purposes as by this Act authorised.

Company's officers may enter buildings, &c., to inspect meters, &c.

45. The Company's manager, or other person duly appointed for the purpose by the Company, may between the hours of nine of the clock in the forenoon, and four of the clock in the afternoon, enter any building or place supplied with water by the Company, and inspect the meters, pipes, fittings and apparatus for regulating the supply of water, and see whether they are in good repair; and if such manager or other person at any such time be refused admittance into such premises for the purposes aforesaid, or be prevented from making such examination, the occupier of such premises shall for every such offence forfeit to the Company a sum not exceeding five pounds, or instead of proceeding for such penalty the Company may cut off the supply of water to such premises.

Power to remove pipes and fittings.

46. The Company after twenty-four hours' notice in writing, under the hand of the secretary or some other officer of the Company, to the occupier, or if there be 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 through, or in which the supply of water is from any cause other than the default of the Company discontinued, 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 of the peace, 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 such notice 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 buildings or lands.

Meters not to be repaired or altered except under direction or with consent of Company.

47. No meter, whether supplied by the Company or the consumer, shall be altered or repaired unless under the direction or with the consent of the Company or the surveyor or other officer of the Company; and the Company shall be entitled to keep all meters which may be provided by consumer in repair at the cost of the consumer, at such moderate rate of remuneration as may be agreed on between the Company and the consumer, or in case of dispute as may be fixed by two justices, and the Company shall from time to time and at all reasonable times have access to and be at liberty to take off, remove, test, inspect and replace any meter belonging to or used by any consumer.

Register of meter to be primâ facie evidence.

48. 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 rent or rate is charged and sought to be recovered by the Company.

Where part of a dwelling-house supplied water rate to be paid for the whole.

49. The Company shall not be compelled to supply water to the occupier of any part of a dwelling-house, or for any premises occupied with a dwelling-house, unless the water rate is paid for the whole of such dwelling-house and premises for a period of twelve calendar months.

Penalty for affixing tubes to Company's pipes without consent.

50. It shall not be lawful for the owner or occupier of any house supplied with water by the Company, without the consent of the Company, to affix or permit, or suffer to be affixed to any of the mains or other pipes of the Company, or to any service pipe of such owner, any gutta-percha or other tubes or pipes for any purposes whatever, other than those for which water is supplied to such house by the Company.

Penalty for injury to pipes, &c., and fraudulent use of meters.

51. Every person who shall wilfully, fraudulently, or by culpable negligence injure, or suffer to be injured any meter, pipes or fittings belonging to the Company, or who shall fraudulently alter the index to any meter, or shall knowingly and wilfully prevent any meter from duly and properly registering the quantity of water supplied, shall for every such offence forfeit to the Company a sum not exceeding five pounds, and the Company may, in addition thereto, recover the amount of any damage by them sustained, and the Company may also discontinue the supply of water to the person so

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offending until the injury is remedied and the amount of the damage is paid, notwithstanding any contract previously existing.

Remedy of Company in cases of fraud and waste of water.

52. Whenever any person supplied with water by the Company 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 the waste, misuse, contamination or undue consumption of the Company's water, the Company may cut off or stop any pipe, by or through which water is supplied to him, and cease to supply him with water so long as the cause of injury remains or is not remedied, and also may recover in any court of competent jurisdiction, from every person so offending, the amount of all loss, damage or injury which the Company may sustain by reason of such act, sufferance or failure, and the remedies of the Company under this enactment shall be in addition to their other remedies in that behalf.

Power for Company to supply materials, &c.

53. 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 meters, pipes, cisterns, valves, cocks, baths, soil-pans, waterclosets, apparatus and receptacles required for the purposes of such supply, 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.

Supply of water to tenements in a row.

54. Where there are several tenements in a row no tenant or occupier of any one of the tenements, nor any person on his behalf, shall take or use the water laid on by the Company to any other such tenement unless the tenant or occupier be in respect of the tenement so occupied by him rated under this Act for a supply of water, and every person so taking or using water or allowing the same to be used, contrary to the provisions of this Act, shall for every such offence forfeit and pay to the Company any sum not exceeding five pounds.

Recovery of sums due.

55. If any person fails to pay any rate, rent or charge for water, or water-meter, or any damages, costs or expenses, then if the amount thereof be 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 or expenses.

Incoming tenant not liable for arrears.

56. 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.

Notice of discontinuance.

57. 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 or print, or partly in writing and partly in print, and be left at the principal office, for the time being, of the Company at least six days previous to the day on which it is intended to discontinue such supply.

Liability to water rent not to disqualify justices.

58. A justice or a judge of any court shall not be disqualified from acting in the execution of this Act by reason of his being liable to the payment of any water rate, rent or charge under this Act.

Several names in one warrant.

59. Any number of names and sums of money may be included in any summons, or warrant of distress, or notice issued, obtained or given by the Company for any of the purposes of this Act, and may be stated either in the body of such summons, warrant or notice, or in a schedule thereto.

Costs of distress.

60. 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.

Authentication of notices.

61. Any summons, warrant, demand or notice, or other such document, to be issued or given for any of the purposes of this Act may be in writing or print, or partly in writing and partly in print, and if the same require authentication by the Company the signature thereof by the secretary to the Company shall be a sufficient authentication.

Penalties not cumulative.

62. 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.

Application of penalties.

63. Every penalty imposed by this Act, or any Act incorporated with this Act, shall (except where otherwise expressly provided, and except where the Company shall be the party by whom the penalty has to be paid) be paid to the Company.

Confirmation of agreement.

64. The agreement set forth in the schedule to this Act is hereby confirmed and made binding on the parties thereto, and full

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effect may and shall be given thereto as if the same had been expressly enacted in this Act, and the Company shall have all such rights of way over the lands of the vendors as may be necessary for the purposes of their said undertaking in such directions as may be determined upon by the said parties.

Expenses of Act.

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

The SCHEDULE.

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This Indenture made this tenth day of March one thousand eight hundred and eighty-two between the Most Noble William John Arthur Charles James Duke of Portland herein-after sometimes referred to as "the said Duke" for himself and Colonel Arthur Charles Greville and Edward Bailey as trustees of the herein-after mentioned indenture of settlement of the one part and Joseph Willson tailor John Panton wholesale boot and shoe manufacturer William Frederick Snartt innkeeper brewer and maltster William Baker Walter builder and contractor Charles Hensman builder and contractor and James Isle currier and leather merchant all of Horncastle in the county of Lincoln of the other part.

Whereas a Bill intituled "A Bill for incorporating the Horncastle Water "Company and for better supplying with water the town of Horncastle in the "county of Lincoln and the several places adjacent thereto and for other "purposes" and confirming this agreement is being promoted by the said parties hereto of the second part (herein-after sometimes called the "Promoters") and they thereby seek to have themselves and certain other persons incorporated into a company by the style of "the Horncastle Water Company" and to have the said Joseph Willson William Frederick Snartt Charles Hensman John Panton and James Isle appointed the first directors of the Company and to have such Corporation invested with powers to make and maintain the several works in the said Bill mentioned and various other powers therein specifically mentioned and a copy of such Bill signed by Edward Bailey as agent for the said Duke party hereto is in the possession of the Promoters and another copy signed by William Tomlinson Page as agent for the Promoters is in the possession of the said Duke And whereas under the herein-before referred to indenture of settlement which was made the second day of August one thousand eight hundred and seventy-nine between the Most Noble William John Cavendish Bentinck Scott then Duke of Portland since deceased of the first part the said Duke of Portland party hereto by his then name and style of William John Arthur Charles James Cavendish Bentinck Esquire of the second part the said Edward Bailey of the third part and the said Arthur Charles Greville and Edward Bailey of the fourth part the said Duke of Portland party hereto is tenant for life in possession and donee in trust of certain powers over an estate situate in the parish of Cawkwell in the aforesaid county of Lincoln and delineated in the plan annexed to these presents and

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therein coloured yellow red and blue and the said Arthur Charles Greville and Edward Bailey are trustees of divers powers over the said estate and the said Promoters having examined the said settlement are satisfied that it authorises the said Duke and Arthur Charles Greville and Edward Bailey (herein-after sometimes referred to as "the vendors") to carry out their part of the agreement hereby entered into and have accepted their title without requiring production of or investigating their earlier title Now this indenture witnesseth that it is mutually agreed between the parties hereto as follows (that is to say)

1. The vendors will sell to the Promoters at the price of two hundred and two pounds ten shillings a piece of land part of the said estate containing one acre one rood and sixteen perches or thereabouts and delineated in the said plan and therein distinguished by the colour red and the words "proposed reservoir" which shall by and at the cost of the Promoters be formed into a reservoir and for ever thereafter by the Promoters and all persons claiming under or succeeding them or to be constituted by the proposed Act as the water-supplying body which Promoters and other persons and body are herein-after sometimes referred to as the water-supplying body at their own cost maintained and used as such and for no other purpose and the said water-supplying body will within one calendar month after they shall have entered into possession of the said piece of land and shall have been required by written notice of the agent of the said Duke or of other the owner or owners of the adjoining lands so to do plant guard and rear and thereafter maintain good quickset fences three feet within the boundary of the said piece of land or of such part or parts of the said piece of land as shall be specified in any such notice There shall be reserved or regranted to the said Duke and such other owner or owners as aforesaid all trees on the said piece of land and the right for him and them and other persons authorised by him or them of fishing in the said reservoir and all rights subsidiary to the said reservation and regrant respectively.

2. The vendors or the said Duke will also grant for nine hundred and ninety-nine years to the Promoters an easement for laying down in the direction indicated on the said plan by red lines and the words "proposed line of pipes" a line of service pipes under and not nearer than two feet and a half to the surface of the ground and leading from the said reservoir into the parish of Asterby and inspecting and repairing and using the same line for the purpose of conveying water from the said reservoir towards Horncastle aforesaid and for that purpose only Provided always that if and so often as the said Duke party hereto or the successor or successors in the ownership of the land in which the aforesaid or any substituted lines should be laid from time to time shall give to the owner or owners for the time being of the easements aforesaid or leave at any office of such owner or owners written notice of his or their intention to shift the line for the time being existing to any other direction lying within one hundred feet of either side of the said original line of pipes the said water-supplying body shall at their own expense supply to the said Duke or such successor or successors new pipes suitable for the intended new line and the said Duke or such successor or successors shall as soon as

conveniently may be lay the new pipes in the new line on his or their land and when he or they shall have done so the said water-supplying body shall at their own expense do all things necessary for connecting the new line of pipes with the reservoir aforesaid and thereupon the easement of the said water-supplying body in the land occupied by the old line of pipes shall cease and a similar easement attach to the land occupied by the new line of pipes and the said Duke or such successor or successors shall at his or their expense within two calendar months from the beginning of the new easement take up the old pipes and permit the said water-supplying body to take them away for their own use and the said Duke or such successor or successors shall not be responsible for any damage or interruption of water supply occasioned in or by such shifting The said water-supplying body shall always maintain at their own costs the line of pipes for the time being existing.

3. The said water-supplying body shall in the first place and in priority to all other use of the water to be stored in the said reservoir or to pass through any of the said pipes furnish gratuitously in a mode and by apparatus to be from time to time fixed by mutual agreement or failing agreement by arbitration as herein-after provided (such apparatus to be provided and set up and maintained by them at their own cost) an ample supply for domestic and other purposes to the farm-house and buildings and cottages now being or hereafter to be on the said Cawkwell estate and so far as a ram or two rams will effect the same to the fields and other portions of the said estate for cattle and sheep washing and all other agricultural purposes such supply to be provided at convenient places for use.

4. The said water-supplying body shall conduct all the water collected by them to the reservoir aforesaid and thence through the line of pipes for the time being existing in the said estate and shall at their own cost put down and thereafter constantly maintain such a proper meter and in such place and manner as shall from time to time be determined by mutual agreement or failing agreement by arbitration as herein-after provided but the first meter to be one of Kennedy's Patent Kilmarnock Meters of suitable size and as made by the Glenfield Water-Meter Company Limited at Kilmarnock for ascertaining the amount of water passing from the said reservoir into the said line of pipes and the said water-supplying body shall at all times permit the said Duke party hereto and such his successors or successor as aforesaid and his and their agent or agents to inspect the said meter and herein-before mentioned apparatus.

5. The said water-supplying body shall and will at all times hereafter register the quantity of water discharged from the reservoir into the said pipes in every quarter of a year and keep a record of all such quantities in a book to be provided by them for the purpose and shall deliver to the said Duke or such his successor or successors as aforesaid as soon as practicable after each of the quarterly days herein-after mentioned for payment of rent a correct detailed statement of the quantity of water so registered as having been discharged from the said reservoir during the quarter of a year immediately preceding such quarter day And the said Duke or such his successor or successors

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as aforesaid or his or their servants shall at all reasonable times have access to the said book of account and also independent access by means of a private key or otherwise to the apparatus employed for registering such quantity of water for the purpose of verifying such statement or otherwise.

6. The said water-supplying body shall pay to the said Duke or such his successor or successors as aforesaid the quarterly rents and royalties following that is to say First one pound six shillings and threepence in respect of the land through which the line of pipes for the time being existing shall pass to begin on the day on which such body shall enter upon any part of the said Cawkwell estate for any of the purposes of these presents and to be paid on every twenty-fifth day of March twenty-fourth day of June twenty-ninth day of September and twenty-fifth day of December Secondly a fixed rent of twelve pounds ten shillings for every quarter of a year in which the said water-supplying body shall discharge from the said reservoir into the said line of pipes an amount of water equal to or less than nine millions one hundred and twenty-five thousand gallons the computation of such quantity to begin on the first day on which they shall so discharge in water and to be paid on every twenty-fifth day of March the twenty-fourth day of June the twenty-ninth day of September and the twenty-fifth day of December the first payment to be proportionate in case a full quarter of a year shall not have elapsed since the said first day of discharge Thirdly an additional rent in every quarter of a year in which the said water-supplying body shall discharge as aforesaid an amount of water exceeding nine millions one hundred and twenty-five thousand gallons of thirty shillings for every million gallons in excess of that amount and so in proportion for any fraction of a million gallons so in excess to begin and be paid in like manner as the said fixed quarterly rent of twelve pounds ten shillings Provided always that so often as the said water-supplying body shall for any quarter of a year have paid the said minimum quarterly rent of twelve pounds ten shillings without having actually discharged nine millions one hundred and twenty-five thousand gallons of water and shall in any subsequent quarter or quarters of the same year reckoned as beginning from the twenty-fifth day of December have discharged such a quantity of water as would produce a quarterly rent exceeding twelve pounds ten shillings the said water-supplying body shall not be liable to pay any rent (except the said minimum quarterly rent of twelve pounds ten shillings) for so much of the water so discharged as would make up the deficiency of any preceding quarter or quarters of the same year reckoned as aforesaid but no excess of rent paid for any preceding quarter of a year shall be allowed towards making up deficiency in a subsequent quarter of a year.

7. The rents and royalties aforesaid shall be secured by a first charge on the rates and other property of the said water-supplying body and by powers subsidiary thereto for the said Duke or such his successor or successors to appoint a receiver or receivers in case any part of any rent or royalty shall be in arrear for forty days and a power in case of any such arrear for forty days of interrupting the supply of water until satisfaction of all arrears and expenses of interruption and of final re-entry in case of any such arrear for sixty days but the said quarterly rents of one pound six shillings and three-

pence and twelve pounds ten shillings shall continue to accrue and already accrued royalties shall be payable notwithstanding such temporary interruption The vendors will grant such easement as aforesaid in fee-simple instead of for nine hundred and ninety-nine years and free from all power of interrupting the exercise of it for enforcing payment of rent and of final re-entry in case Parliament shall enlarge the vendors powers so as to enable them so to do Provided always that in case the said piece of land intended to be formed into a reservoir or any part thereof shall at any time hereafter be offered for sale under the provisions of section 175 of the Public Health Act 1875 or otherwise in consequence of the said piece of land ceasing howsoever to be used for the purposes aforesaid the said Arthur Charles Greville and Edward Bailey or the survivor of them or other the trustees or trustee for the time being acting in the execution of the trusts of the herein-before in part recited settlement or of any re-settlement shall be entitled to purchase the same in preference to any other purchaser upon their or his offering such a price for the same as the vendors may be reasonably satisfied is the best price that can be gotten for the same (and in case of sale under the aforesaid 175th section within the meaning of the said 175th section of the Public Health Act 1875 and subject to the directions of the Local Government Board thereon as in the same section is provided) and in that case the said easements relating to pipes shall cease upon the completion of the purchase and the vendors shall within two calendar months from the completion of the purchase at their own cost take up the then existing water pipes and replace and make good and level the soil and make compensation to the tenant of the land for damage to and interruption of user of the land.

8. The said water-supplying body shall compensate the tenant of the said Duke's farm in Cawkwell aforesaid and the tenants of all the fields belonging to the said Duke on which the said reservoir is to be constructed or through which the said intended pipes shall be laid or which shall otherwise be prejudicially affected by any of the now intended or future works for all damage done by such body to such lands during the execution of the said intended works or on any future occasion on which the said lands shall be interfered with by the said water-supplying body or by bursting of the said reservoir or of any the said pipes or otherwise by reason of the construction maintenance or use of the said intended works and shall in case the hydraulic ram now with its appurtenances belonging to Mr. Robson the present tenant of the said farm shall be rendered useless by the works of the said water-supplying body purchase from him the said ram and appurtenances at a price to be paid in default of agreement by arbitration in manner herein-after provided.

9. The said Promoters will in the present session of Parliament promote the said Bill and use their best endeavours to procure the passing of the said Bill into an Act with a clause to be inserted as soon as possible in the said Bill confirming this agreement and will not at any stage of the passing of the said Bill insert therein any clause prejudicial to this agreement or to the clause in the said Bill confirming this agreement and the said water-supplying body shall not in any case purchase any land easement or other hereditaments being part of or affecting the said Duke's said Cawkwell estate without the written consent

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of the said Duke or of his successor or successors in the ownership of the part proposed to be purchased or to be burdened with an easement.

10. So soon as a water-supplying body shall have been constituted by the passing of the said Bill into law such body shall at its own expense duly and effectually bind itself to fulfil the said Promoters part of the said agreement and thereupon the said Promoters shall be released from all personal liability under this agreement.

11. In any conveyance to be made in pursuance of these presents the grantee or grantees and all persons claiming under such grantee or grantees and the hereditaments conveyed shall be bound by the obligations hereby assumed by the said Promoters so that the said obligations may run with the land and enure for the benefit of the said Duke and such his successor or successors as aforesaid.

12. In case such a Bill as aforesaid shall not pass into law before the thirty-first day of December one thousand eight hundred and eighty-two this agreement and everything therein contained (except the next two articles) shall be void.

13. In every case the water-supplying body shall bear all the costs of the negotiations for and the preparation and execution of these presents and of every instrument to be executed in pursuance of these presents and all costs of surveyors and others and all costs incurred by the vendors in connection with the said Bill in Parliament and generally all costs connected with the premises.

14. If any dispute question difference or controversy shall arise between the said Duke and such his successor or successors as aforesaid the said settlement trustees and any their successor or successors or any of them on the one hand and the said water-supplying body or any of the persons constituting the same on the other hand touching these presents or any clause or thing herein contained or the construction thereof or any instrument to be executed or thing to be done in pursuance thereof or any matter in any way connected with these presents or the operation hereof or the rights duties or liabilities of any party in connection with the premises then and in every or any such case the matter in difference shall be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequences of the reference and in all other respects to conform to the provisions in that behalf contained in the Common Law Procedure Act 1854 or any then subsisting statutory modification thereof and upon every or any such reference the arbitrators and umpire shall respectively have power to examine the parties and witnesses upon oath or affirmation and either to fix settle and determine the amount of costs of the reference and award respectively or incidental thereto to be paid by both parties or by either party or to direct the same to be taxed either as between solicitor and client or as between party and party or otherwise and to direct and award when and by and to whom such costs shall be paid.

15. This agreement is in accordance with the 104th of the Standing Orders of the House of Lords made subject to such alterations as Parliament may think fit to make therein but the said Duke or such his successor or successors

shall have such right of withdrawal as in such order mentioned and in case such right shall arise and be exercised by him or them then at his or their written request the said Promoters will withdraw their said Bill In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered by the above-named William John Arthur Charles James Duke of Portland in the presence of

Horace Flower
Gentleman
3 Bennett St.
St. James's.

Portland L.S.

Signed sealed and delivered by the above-named Joseph Willson John Panton William Frederick Snartt William Baker Walter Charles Hensman and James Isle in the presence of

W. T. Page Jr.
Solicitor
Lincoln.

Joseph Willson L.S.

Jno Panton L.S.

W. F. Snartt L.S.

W. B. Walter L.S.

Charles Hensman L.S.

J. Isle L.S.

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