ANNO VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. lxxv.

An Act for better supplying the Township of *Horsforth* in the West Riding of the County of *York* with Water; and for other Purposes.

[2d *June* 1865.]

WHEREAS the present Supply of Water to the Township of *Horsforth* is inadequate for the Supply of the Inhabitants, and it is expedient to increase and improve such Supply, and for that Purpose to make and maintain the Works herein-after mentioned: And whereas the Persons herein-after named, and others, are willing, at their own Expense, to provide such increased and improved Supply, and to make and maintain such Works: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for any Purpose as "The *Horsforth* Waterworks Act, 1865."

8 & 9 Vict. cc. 16. & 18., 10 & 11 Vict. c. 17.,

2. "The Companies Clauses Consolidation Act, 1845," Part I. and Section 12. of "The Companies Clauses Act, 1863," "The Lands Clauses

23 & 24 Vict. c. 106., 26 & 27 Vict. cc. 93. & 118. incorporated.

Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Waterworks Clauses Act, 1847," and "The Waterworks Clauses Act, 1863," save in so far as the Provisions of those Acts are varied or excepted by this Act, are incorporated with this Act.

Interpretation of Terms.

3. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction; and the Expression "Superior Courts," "Court of competent Jurisdiction," or other like Expression in this Act, or in the said incorporated Acts with reference to this Act, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a Simple Contract Debt, and not a Debt or Demand created by Statute.

Limits of Act for Supply of Water.

4. The Limits of this Act for the Supply of Water by the Company shall be the Township of *Horsforth* in the County of *York*.

Incorporation of Company.

5. *John Bateson, Henry Webster Blackburn, Hodgson Braithwaite, George Broadbent, John Hollings, Joseph Knowles, Charles Roberts, Benjamin Seeds, Samuel Greaves,* and 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 are by this Act united and incorporated into a Company for the Purpose of supplying Water within the Limits of this Act, and for making and maintaining Waterworks for that Purpose, together with all proper Works and Conveniences connected therewith, according to the Provisions and for the Purposes of this Act, by and under the Name of "The *Horsforth* Waterworks Company," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase, take, hold, and dispose of Lands, Hereditaments, and other Property for the Purposes but subject to the Restrictions of this Act.

Capital.

6. The Capital of the Company shall be Eight thousand Pounds, divided into Eight hundred Shares of Ten Pounds each.

Shares not to issue until One Fifth paid up.

7. It shall not be lawful for the Company to issue any Share unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Calls.

8. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders, and Three

Three Months at least shall be the Interval between successive Calls, and not more than Three Fourths of the Amount of a Share shall be called up in any One Year.

Receipts for disqualified Persons.

9. If any Money be payable to any Shareholder being a Minor, Idiot, or Lunatic, the Receipt of his Guardian or Committee shall be a sufficient Discharge to the Company for the same.

Power to borrow on Mortgage.

10. The Company may borrow on Mortgage any Sums not exceeding in the whole Two thousand Pounds, but no Part of that Sum shall be borrowed until the whole of the said Capital of Eight thousand Pounds shall have been *bonâ fide* subscribed and issued, and One Half thereof paid up, and the Company shall have proved to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the said Capital has been subscribed for *bonâ fide* and issued, and that One Half of the same has been paid up, and that One Fifth of every Share has been paid on Issue of the same, and that such Shares are held by the Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable, of which Proof having been given the Certificate of the Justice under that Section shall be sufficient Evidence.

Power to raise additional Capital by new Shares.

11. When the said authorized Share Capital of Eight thousand Pounds is expended for the Purposes of this Act, and is found insufficient for those Purposes, it shall be lawful for the Company, with the Consent of Three Fifths of the Votes of the Shareholders present, personally or by proxy, at any General Meeting of the Company specially convened for the Purpose, to raise, by the Creation and Issue of Ordinary Shares of Ten Pounds each, any further Sum not exceeding Four thousand Pounds: Provided always, that it shall not be lawful for the Company to issue any Share in respect of such further Capital unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Power to borrow further Sums on Mortgage.

12. When such further Capital is *bonâ fide* subscribed for and issued, and One Half thereof is paid up, the Company may borrow on Mortgage any Sum not exceeding Five hundred Pounds, in addition to and subject to the same Conditions as are applicable to the Sum of Two thousand Pounds herein-before authorized to be borrowed.

Arrears may be enforced by Appointment of a Receiver.

13. The Mortgagees of the Company may enforce the Payment of the Arrears of Interest alone, or of Principal and Interest, due on their respective Mortgages, by the Appointment of a Receiver; and the Amount of Principal due to the Mortgagees by whom a Requisition for

for a Receiver shall be made shall not be less than Five hundred Pounds in the whole.

Application of Monies.

14. All Monies from Time to Time raised by Shares or borrowing under the Powers of this Act shall be applied only to the Purposes by this Act authorized, and to no other Purpose.

Number and Qualification of Directors.

15. The Number of Directors shall be Nine, and the Qualification of a Director shall be the Possession in his own Right of Ten Shares at least in the Undertaking; and the Company may from Time to Time vary the Number of Directors, so that the Number be not at any Time more than Nine or less than Six.

Directors not to be disqualified by being Commissioners under Local Acts.

16. No Person shall be disqualified as a Director by being a Commissioner or a Trustee under any Act of Parliament, or Member of any Municipal Corporation or Local Board for any public Purposes; and no Shareholder of the Company shall be disqualified as such Commissioner, Trustee, or Member by reason of any Contract between the Company and the Commissioners, Trustees, Corporation, or Local Board: Provided always, that no Commissioner, Trustee, or Member who is a Director of or Shareholder in the Company shall act or vote at any Meeting of such Commissioners, Trustees, Corporation, or Board, or at any Committee appointed by such Commissioners, Trustees, Corporation, or Board, on any Question or with reference to any Matter in which such Director or Shareholder has a direct or indirect Interest as a Shareholder or Director.

Quorum of Directors.

17. The Quorum of a Meeting of Directors shall be Three.

First Directors.

18. *John Bateson*, *Henry Webster Blackburn*, *Hodgson Braithwaite*, *George Broadbent*, *John Hollings*, *Joseph Knowles*, *Charles Roberts*, *Benjamin Seeds*, and *Samuel Greaves* shall be the first Directors of the Company.

First Ordinary Meeting.

19. The First Ordinary Meeting of the Company shall be held within Three Months after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held half-yearly in the Months of *February* and *August*, or at such other Periods as a General Meeting may from Time to Time appoint.

Election of Directors.

20. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect new Directors to supply the

the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body.

Subsequent Election of Directors.

21. At the First Ordinary Meetings to be held respectively in the Year One thousand eight hundred and sixty-six, and in every Year subsequent thereto, the Shareholders present, personally or by proxy, shall elect Persons to supply the Place of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845."

Quorum for General Meetings.

22. The Quorum of every General Meeting of the Company, whether ordinary or extraordinary, shall be Nine Shareholders present, in person or by proxy, holding in the aggregate not less than One thousand Pounds in the Capital of the Company.

Newspaper for Advertisements.

23. The Newspaper for Advertisements relating to the Company shall be any Newspaper published in the West Riding of the County of *York*.

Shareholders may require an Extraordinary Meeting convened.

24. The Number of Shareholders on whose Requisition an Extraordinary Meeting of the Company may be required to be convened shall not be less than Six Shareholders holding in the aggregate not less than Five hundred Pounds in the Capital of the Company.

Power to make Works.

25. Whereas Plans and Sections of the Works by this Act authorized showing the Situation, Line, and Levels thereof respectively, and also a Book of Reference containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands in or through which the same respectively are intended to be made or pass, have been deposited with the Clerk of the Peace for the West Riding of the County of *York*: Therefore, subject to the Provisions and Restrictions in this Act and the incorporated Acts contained, the Company may enter upon, take, and use all or any of the Lands shown on the deposited Plans and described in the deposited Book of Reference, and may make and maintain the Works herein-after described, together with all proper Mains, Conduits, Sluices, Pipes, and other Conveniences connected therewith, in the Lines and Situations, according to the Levels, and upon the Lands delineated on those Plans and Sections, and described in such Book of Reference, and may collect and impound in the intended Reservoirs, and thence distribute and supply, the Waters of *Scotland Beck*, *Low Well Beck*, and *Baton Bridge Beck*, and all such Streams, Springs,

and Waters as flow into and through the Site of the Reservoirs herein-after described, and as shall be found within the Limits of Deviation marked upon the said deposited Plans: Provided always, that the Company may acquire, take, and use any Right, Easement, Privilege, Power, or Authority in, over, or affecting the said Lands, or any of them, without purchasing any other Estate or Interest therein.

Description of Works.

26. The Works by this Act authorized comprise the following:

A Reservoir (No. 1), in the Township of *Horsforth* in the Parish of *Guiseley* in the West Riding of the County of *York*, across the Beck or Stream known as *Scotland Beck*:

A Reservoir (No. 2), in the Townships of *Horsforth* and *Rawden* in the said Parish of *Guiseley*, across the same Stream or Beck, and near to the Westward End of Reservoir No. 1:

An Aqueduct, Conduit, or Waste Watercourse (No. 3), commencing near the Southern End of the Embankment of the Reservoir No. 1, and terminating by a Junction with the said Stream called *Scotland Beck*, between the Eastern End of the Reservoir No. 1 and the Road called *Scotland Lane*:

An Aqueduct, Conduit, or Waste Watercourse (No. 4), commencing near the Southern End of the Embankment of Reservoir No. 2, and terminating at or near to the Western End of reservoir No. 1:

An Aqueduct or Conduit (No. 5), commencing in the Township of *Rawden* in the Parish of *Guiseley* by a Junction with *Low Well Beck* near the Junction of that Beck with *Scotland Beck*, and terminating by a Junction with the Aqueduct, Conduit, or Waste Watercourse No. 5:

An Aqueduct or Conduit (No. 6), commencing at the Eastern End of Reservoir No. 2, and terminating near the Junction of *Brownberrie's Lane* with the Lane or Road leading to the *Carr Bridge* Railway Station:

A Road or Approach commencing by a Junction with *Scotland Lane* near to the Point where the same crosses *Scotland Beck*, and terminating near the Eastern End of Reservoir No. 1.

Not to take more Lands of Richard Greville than required for Works delineated on Plan.

27. Without the previous Consent of *Richard Greville* Esquire, or other the Owner or Owners of the Lands numbered 1 in the Township of *Rawden*, and 2, 3, and 6 in the Township of *Horsforth*, the Company shall not enter upon, take, or use more of those Lands than such Parts thereof as are required for the bye Channel shown on the deposited Plans, and such Parts thereof as are within the Boundaries of the Storage Reservoir delineated on those Plans, or, being beyond those Boundaries, are situated within Eleven Yards of the Northern Boundary of such Reservoir as shown on the said Plans.

28. In

Limits of lateral and vertical Deviation.

28. In constructing the Waterworks the Company may deviate laterally to any Extent within but not beyond the Limits of lateral Deviation shown on the deposited Plans, and the Company may deviate vertically from the Levels of the said Reservoirs as shown on the deposited Sections, to any Extent not exceeding Three Feet, and the Company may deviate vertically from the Levels as shown on the deposited Sections of any Work by this Act authorized, other than the said Reservoir, to any Extent not exceeding Five Feet.

Water not to be taken by Company until the Reservoir completed.

29. The Company shall not, except with the Consent in Writing of the Owners, Lessees, and Occupiers of all Mills, Manufactories, and other Works using the Waters of *Scotland Beck* and *Horsforth Beck* below the Compensation Reservoir, in this Act called "Reservoir No. 1," and also of the Undertakers of the *Aire and Calder* Navigation, divert or appropriate for the Purposes of this Act any of the Waters of the said *Scotland Beck*, or of any Stream flowing into the said Beck, unless and until it shall have been certified by Two Justices that the said Compensation Reservoir has been completed and filled with Water.

Quantity of Water to be supplied out of Compensation Reservoir.

30. The Company shall be entitled to appropriate to the Supply of the District included within the Limits of this Act any of the Waters which they are by this Act authorized to take for the Purposes thereof, provided that the Company shall in the first instance, and as a prior Condition, cause to flow from and out of one or other of the said Reservoirs or other Works by this Act authorized into the said *Scotland Beck*, immediately below the Embankment of the lowest of the said Reservoirs on such Beck, in this Act called "Reservoir No. 1," a regular and uniform Quantity of Water, after the Rate of not less than Fifty thousand Gallons daily, between the Hours of Six o'Clock in the Morning and Six o'Clock in the Evening of every Working Day.

Gauge to be constructed.

31. The Company shall, within Twenty Yards of the Foot of the Embankment of the said Reservoir No. 1, erect and construct, and for ever after maintain, a suitable measuring Gauge, over or through which the said 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, Manufactories, and other Works interested in the Water so to flow or be discharged through or over the same, and also to the Undertakers of the *Aire and Calder* Navigation.

Penalty on Failure to supply the stipulated

32. In the Case of Failure, Neglect, or Default by or in consequence of which the Water hereby required to flow or be discharged over or through the said Gauge shall not so flow or be discharged, the

Quantity of Water.

the Company shall for every Day on which such Neglect or Default shall occur forfeit and pay a Penalty not exceeding Five Pounds to such Occupiers and to the Undertakers of the *Aire and Calder* Navigation, and shall, in addition, make Compensation for any Loss, Damage, or Injury which such Occupiers, or any of them, or the said Undertakers, shall or may sustain, incur, or be put to, and in respect of which such Penalties may be an insufficient Compensation; and it shall be lawful for such Occupiers respectively and the said Undertakers from Time to Time to recover such Compensation, with Costs, from the Company, by Action on the Case in any Court of competent Jurisdiction.

Water supplied to Mills to be taken as full Compensation.

33. When the Company shall commence and so long as they shall continue to discharge from and out of their said Reservoirs and Works the Quantity of Water stipulated to be discharged in manner aforesaid, the same shall be accepted and taken by the Owners, Lessees, and Occupiers of all Mills, Manufactories, and other Works using or interested in the Waters so to be discharged, and also by the Undertakers of the *Aire and Calder* Navigation, as full Compensation in respect of such Mills, Manufactories, and other Works for all Water which the Company can collect or divert from the Lands draining to the Works authorized by this Act.

Compensation for Damages, &c.

34. The Company shall at all Times hereafter be bound to compensate and satisfy the Owners and Occupiers of Mills and the Undertakers of the said *Aire and Calder* Navigation, and every other Person or Corporation, for all legal Claims for Damage which may eventually arise and be established by reason of the bursting, breaking down, leaking, or giving way of the Company's Reservoirs, or Failure or Insufficiency of their Works, or in any other Manner or Way whatever, in consequence of the Company's Operations authorized by this Act or otherwise.

For the Protection of Mr. M. Craven's Property.

35. The Company shall not in any way interfere with, abstract, divert, or otherwise convey into their Reservoirs either of the Springs or Streams known by the Names of "The *Upper Well Close Spring*" and "The *Pog Close Spring*," the Property of Mr. *Michael Craven*, and which said Springs or Streams, or One of them, supply with Water the Farms and Dwelling Houses now in the respective Occupations of Messrs. *Croft*, *Barker*, and *Brooke*; but that in case the making of the said Reservoirs, or either of them, shall in any way interfere with, affect, or diminish the Flow of Water issuing from the said Springs, or either of them, the Company undertake, on Notice to that Effect being given to them by the said *Michael Craven*, his Heirs or Assigns, forthwith to make good any such Diminution or Loss as he or they may sustain by reason of the making of the said Reservoirs, or either

of

of them, as aforesaid, and at all Times thereafter to furnish to the said *Michael Craven*, his Heirs and Assigns, a Supply of Water equal to that which he or they now enjoy by reason of the said Springs, or either of them.

For Protection of the Midland Railway Company.

36. Provided always, That any Pipe which may be laid upon, under, or over any Railway or Land of the *Midland* Railway Company, or in which the said Company are interested, shall be laid to the Satisfaction in Writing of the Engineer of the said Railway Company for the Time being; and it shall not be lawful for the Company hereby incorporated, in carrying into execution the Powers of this Act, in any way whatever to alter the Levels of or injuriously to affect any such Railway, or any of the Works from Time to Time connected therewith, nor to interfere with, prevent, or in anywise impede the free, uninterrupted, and safe Passage upon, over, and along any such Railway, or any Part thereof.

For Protection of the North-eastern Railway Company.

37. The Company shall from Time to Time and at all Times hereafter pay and make good to the *North-eastern* Railway Company all Loss, Costs, Damages, and Expenses which they may sustain, incur, or be put unto, or held liable for, on account of any Injury that may be done to their Railway, or the Tunnel thereon, called "The *Bramhope Tunnel*," or other the Property and Works of the said Railway Company, or to the Engines, Carriages, Goods, and Passenger or other Traffic passing or being upon their Railway, or of any Stoppage, Hindrance, or Delay in the carrying on of their Passenger and other Traffic, or otherwise howsoever, by reason of or consequent upon any Escape or Flow of Water from the said intended Reservoirs and Works, or any of them, on, to, upon, or into the said Railway or Tunnel, whether by the bursting, breaking down, or giving way of any Part of the said Reservoirs and Works, or from any other Cause, and whether arising from any Act or Negligence of the Company, or their Agents, Servants, or Workmen, or from inevitable Accident or otherwise howsoever, and also for or by reason of any Earth, Stones, Sand, or other Material which may be carried down by the said Waters and deposited upon the said Railway or in the said Tunnel, or of any Injury caused by the same or resulting therefrom; and all such Loss, Costs, Damages, and Expenses shall and may be sued for and recovered by the said Railway Company by Action at Law in any Court of competent Jurisdiction.

Powers for compulsory Purchases limited.

38. 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 within which Waterworks are to be made.

39. The Works by this Act authorized to be made shall be completed within Five Years after the passing of this Act, and on the Expiration

Expiration of that Period the Powers by this Act granted to the Company for the Execution of those Works respectively, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Works as shall then be completed: Provided always, that nothing in this Act contained shall extend or be construed to extend to restrain the Company from enlarging and extending their Mains, Pipes, and Works from Time to Time whenever it shall be necessary for the Purpose of supplying Water within the Limits of this Act.

Certain Provisions of 10 & 11 Vict. c. 17. to extend to Turnpike Roads, Bridges, &c.

40. The Clauses and Provisions of "The Waterworks Clauses Act, 1847," with respect to the breaking up of Streets and Bridges for the Purpose of laying Pipes, shall extend and apply to the opening and breaking up by the Company of any Turnpike Roads or other Roads or Footways, or any public Bridges, within the Limits of this Act, and also to the laying down and placing of Pipes, Conduits, and other Works in and under the said Roads, Footways, and Bridges respectively.

Lands for extraordinary Purposes.

41. The Company may from Time to Time, by Agreement, purchase or acquire for the Purposes of this Act any Lands not exceeding in Quantity Three Acres, in addition to the Lands which they are by this Act authorized to take by Compulsion.

Power to Parties to grant Easements.

42. All or any Persons who are by "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," empowered to convey Lands in consideration of a Rentcharge, may (if they think fit), but subject to the Provisions contained in those Acts with respect to Land, grant to the Company, for the Purposes of this Act, any Lands, Streams, Wells, or Waters which by this Act the Company are empowered to take, or the Right of User thereof, or any other Easement, Liberty, Privilege, Power, or Authority in or over any such Land, Streams, Wells, or Waters, in consideration of an annual Rentcharge.

Grants by Persons under Disability to be at best Rents.

43. The Amount of the Rentcharge or Compensation for any such Grant to be made by any Party under any Disability or Incapacity to sell and convey Lands as defined by "The Lands Clauses Consolidation Act, 1845," shall be ascertained and settled in manner provided by "The Lands Clauses Consolidation Acts Amendment Act, 1860," and shall be subject to all the Provisions with respect to Land granted or conveyed under the Provisions of the last-mentioned Act.

Rents to be First Charge.

44. Every such yearly Rent shall be charged on the Water Rates or Water Rent payable under this Act, or if the Rates be leased, then on the Rent reserved by the Lease, in preference to any other Charge whatsoever;

whatsoever; and if at any Time any such Rent be not paid within Thirty Days after the same becomes payable, and after Demand thereof in Writing, the Person to whom such Rent is payable may either recover the same from the Company, with Costs of Suit, by Action of Debt in any Court of competent Jurisdiction, or may levy the same by Distress of the Goods and Chattels of the Company.

Restrictions may be imposed upon the Sale of superfluous Property.

45. Upon any Sale by the Company under the Provisions of "The Lands Clauses Consolidation Act, 1845," relating to superfluous Lands, or 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 which they are authorized to acquire under this Act, 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 any noxious Trade or Business upon the Premises, and for preventing or regulating the Discharge and Deposit of Manure, Sewage, and other impure Matter and Liquids, as they may think fit.

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

46. The Company shall, at the Request of the Owner of any House in any Street in which any Service Pipe of the Company shall be laid, or 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, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for domestic Purposes at any Rate which may be agreed upon between the Company and such Owner, Occupier, or other Person, not exceeding Ten Pounds *per Centum per Annum* upon the Poor Rate Valuation of any such House where that Valuation shall be under Ten Pounds, and not exceeding Seven Pounds Ten Shillings *per Centum per Annum* where the Valuation shall be Ten Pounds or more than Ten Pounds: Provided always, that the Company shall not be obliged to supply any House for less than Eight Shillings and Eightpence *per Annum*.

Rates for Water-closets and Baths.

47. If there be a private Bath or Baths, or more than One Water-closet, in any such House, then, in addition to the Rates before specified, the Company may demand, in respect of each such House, for every Bath an additional Sum not exceeding Ten Shillings *per Annum*, and in respect of every Watercloset beyond the first an additional Sum not exceeding Five Shillings *per Annum*; and such additional Sums may be received with and as Part of, or recovered by the same Means as, the Rate for the Supply of Water for domestic Purposes: Provided always, that for Baths containing, as usually filled

filled 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: Provided also, that the Company shall not be compellable to supply any Watercloset or Bath unless the same, and the Apparatus and Pipes connected therewith, shall be so constructed and used as to prevent the Waste and undue Consumption of the Water of the Company.

Water for other Purposes may be supplied by Agreement.

48. The Company may from Time to Time supply any Person, Company, or Corporation with Water for any Purposes other than domestic Purposes for which such Supply may be required for such Remuneration and upon such Terms and Conditions as shall be agreed upon between the Company and the Person, Company, or Corporation desirous of having such Supply of Water: Provided that the Company shall not supply Water for other than domestic Purposes if and so long as the affording such Supply would prevent the Company from giving a full and efficient Supply for domestic Purposes.

Penalty for injury to and fraudulent Use of Meters.

49. 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.

Meters not to be altered or repaired except under Direction or with Consent of Company.

50. No Meter, whether supplied by the Company or the Consumer, shall be altered or repaired except 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 the 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.

Company not bound to supply Water above a certain Level.

51. The Company shall not be bound to supply Water in any case at a Level above that at which Water can be supplied by Gravitation from the Reservoir from which the Supply is furnished.

Consumers may have the Option of providing their own Pipes and Fittings.

52. Every Consumer shall have the Option of providing the Pipes, Fittings, or Apparatus which he may require on his own Premises, but the Company shall not be compellable to supply any Person with Water unless the Apparatus or Pipes provided or to be provided by such Person shall be of such Material, and so constructed and used, as to prevent the Waste or undue Consumption of the Water of the Company,

pany, and the Return of foul Air or noisome and impure Matter into the Mains or Pipes belonging to or connected with the Mains or Pipes of the Company.

Where several Houses supplied by One Pipe, each to pay.

53. When several Houses or Parts of Houses in the Occupation of several Persons shall be supplied by One common Pipe, the several Owners or Occupiers of such Houses or Parts of Houses shall be liable to the Payment of the same Rates for the Supply of Water as they would have been liable to if each of such several Houses or Parts of Houses had been separately supplied with Water from the Works of the Company by a distinct Pipe: Provided always, that 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.

Penalty for affixing Tubes to Company's Pipes without their Consent.

54. It shall not be lawful for any 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 or Occupier, other than and except a Pipe supplied by means of or through a Meter, any Gutta Percha or other Tubes or Pipes for the Purposes of washing the Windows or Fronts of Houses or other Buildings, or the Pavements or Roads adjacent thereto, or for watering Gardens, or for any other Purposes whatsoever; and any Person who shall act contrary to this Enactment shall for every such Offence forfeit to the Company any Sum not exceeding Forty Shillings.

Company may require Pipes, &c. to be repaired.

55. The Company may, by Notice in Writing under the Hand of their Surveyor or other duly authorized Officer, require any Person who shall have suffered any Pipe, Cock, Cistern, or other Apparatus to be out of repair forthwith to put the same into a proper State of repair; and if such Person shall not, within Three Days after the Service of such Notice, so repair such Pipe, Cock, Cistern, or other Apparatus as to prevent any Waste of Water therefrom, the Company may repair the same, and if the Expenses of such Repair shall not be repaid to the Company on Demand the same may be recovered by the Company as Damages.

Undisputed Rates may be recovered by Distress.

56. All Water Rates or Rents due to the Company, and all Damages, Costs, and Expenses by this Act or any Act incorporated herewith directed to be paid, and the Amount whereof shall not be disputed, may be levied by Distress, provided that the Amount so to be levied from any One Person or Body Corporate shall not exceed Twenty Pounds; and any Justice on Application may, after the Party charged has been duly summoned, issue his Warrant accordingly: Provided,

Provided, that if it be shown to the Satisfaction of the Justice that there is reasonable Ground to dispute the Amount due for such Rates and Rents, then such Justice shall refuse to adjudicate, and the Amount due shall be recoverable in any Court of competent Jurisdiction.

Several Names in One Warrant.

57. Any Number of Names and Sums may be included in any Warrant of Distress or Notice obtained or given by the Company for any of the Purposes of this Act, and may be stated either in the Body of the Warrant or Notice, or in a Schedule thereto.

Costs of Distress.

58. Any Justice who issues any such Warrant of Distress may order that the Costs of the Proceedings for the Recovery of such Rate or Sum shall be paid by the Person liable to pay such Rate or Sum, and such Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of such Rate or Sum.

Penalties not to be cumulative.

59. Penalties imposed on the Company or on any Person by several Acts for One and the same Offence shall not be cumulative, and for this Purpose this Act and the several Acts incorporated with this Act shall be deemed several Acts.

Expenses of Act.

60. The Costs, Charges, and Expenses of and incident to the Application for and passing of this Act shall be paid by the Company.

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