CHAP. cxix.

An Act for incorporating the South Lancashire Waterworks Company, and for authorising them to construct Works for better supplying with Water certain townships and places in the County of Lancaster; and for other purposes. [13th July 1871.]

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WHEREAS the several townships and places herein-after mentioned are at present inadequately supplied with water, and the population thereof has of late years increased and is still increasing, and it is expedient that a good and sufficient supply of water should be provided for the said townships and places, and for such purpose that the works by this Act authorised should be made and maintained:

And whereas the persons herein-after named, with others, are willing at their own expense to provide such supply, and to make and maintain the works and to carry the undertaking into execution, if authorised so to do, and are desirous of being incorporated into a Company for that purpose:

And whereas plans and sections of the works by this Act authorised, showing the lines and levels thereof, and the lands which may be taken for the purposes of this Act, and also books of reference to the plans containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of the lands, have been deposited with the clerk of the peace for the county of Lancaster, and those plans, sections, and books of reference are in this Act referred to as "the deposited plans, sections, and books of reference:"

And whereas the objects of this Act 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

A.D. 1871. Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Short title. **1.** This Act may be cited for all purposes as "The South Lancashire Waterworks Act, 1871."

Provisions of general Acts herein named incorporated. **2.** "The Companies Clauses Consolidation Act, 1845," Part I. (relating to cancellation and surrender of shares), Part III. (relating to debenture stock), of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," "The Waterworks Clauses Acts, 1847 and 1863," and the provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the temporary occupation of lands near the railway during the construction thereof, 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 herewith shall have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expression "the Company," or "the promoters of the undertaking," or "the undertakers," shall respectively mean the Company incorporated by this Act; the expression "the works," or "the waterworks," or "the undertaking," shall mean the waterworks and works connected therewith by this Act authorised to be made by the Company; and the expression "superior courts" or "court of competent jurisdiction," or any 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. **4.** The limits of this Act for the supply of water comprise and include the townships and places of Horwich, Lostock, Adlington, Blackrod, Westhoughton, Aspull, Haigh, Astley, Bedford, Leigh, West Leigh, Pennington, Over Hulton, Middle Hulton, and Atherton, all in the county of Lancaster, and also, subject to the provisions herein-after contained, such parts of the townships of Halliwell and Heaton in the same county as are herein-after described; that is to say,

So much of the township of Halliwell aforesaid as is not included within the parliamentary limits of the borough of Bolton, and so much of the said township of Heaton as is situate on the northerly and easterly sides of an imaginary line commencing in Old Hall Lane at the boundary between the townships of

Heaton and Horwich, and proceeding thence along that lane to a point therein nearest to the Old Hall Reservoir, and thence to and along that reservoir and the water conduit therefrom to the reservoir of the mayor, aldermen, and burgesses of the said borough of Bolton, known as the Heaton Reservoir, thence along the northerly and easterly sides of such last-mentioned reservoir to the south-easterly angle thereof at the centre of the top of the embankment there, and thence in a straight line to the nearest junction of the said townships of Halliwell and Heaton at Gilnow Brook:

Provided always, that no local board, body corporate, person, or company supplied with water from the works of the Company shall be authorised or empowered to supply water furnished by the Company within any part of the said townships of Halliwell and Heaton not included within the limits of this Act: Provided also, that if within three years after the passing of this Act, or at any time thereafter prior to the completion of the reservoir in this Act referred to as the "Walker Fold Reservoir," the said mayor, aldermen, and burgesses shall have constructed works for providing, and shall be in a position within three calendar months after demand for the same to provide, a sufficient supply of water for domestic purposes to all such parts of the said townships of Halliwell and Heaton as are within the limits of this Act, and can be then supplied from the said Walker Fold Reservoir, then the Company shall not supply water within any part of the said townships of Halliwell and Heaton.

Company not to interfere with any main, &c. belonging to Corporation of Bolton.

5. The Company shall not remove, displace, or in any way alter or interfere with any main, service, or other pipe belonging to the mayor, aldermen, and burgesses of the borough of Bolton aforesaid which now is or shall at any time hereafter be laid by them within the said townships of Halliwell and Heaton or either of them.

Company incorporated.

6. John Stock Turner Greene, John Pilkington, Thomas Kirkpatrick, James Hayes, George Henry Evans, James Henry Deakin, John Speakman, Richard Greenough, and Joseph Kerfoot, and all other persons and corporations who have already subscribed or shall hereafter subscribe to the undertaking, and their executors, administrators, successors, or assigns respectively, shall be united into a company for the purpose of making and maintaining the waterworks and works by this Act authorised, and for other the purposes of this Act, and for those purposes shall be incorporated by the name of "The South Lancashire Waterworks Company," and by that name shall be a body corporate, with perpetual suc-

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cession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to make works.

7. Subject to the provisions of this Act, the Company may make and maintain in the lines and situations and according to the levels shown on the deposited plans and sections the reservoirs, aqueducts, conduits, lines of pipes, new road, or diversion of road, and other works shown on the deposited plans, with all proper filtering beds, dams, sluices, valves, weirs, gauges, gauge basins, embankments, channels, culverts, drains, approaches, and other works and conveniences connected therewith, and may enter upon, take, and use such of the lands shown upon the deposited plans and described in the deposited books of reference as the Company may deem necessary to enter upon, take, and use for the purposes of this Act, and may take, divert, collect, impound, and appropriate for the purposes of the intended waterworks the waters of Dean Brook and Dakin's Brook, and also all springs, streams, and watercourses as will or may be intercepted by the reservoir described on the deposited plans as "Walker Fold Reservoir No. 1," and by the aqueduct, conduit, or line of pipes described on those plans as conduit No. 2: Provided always, that nothing in this Act contained shall authorise the Company to take, divert, collect, impound, or appropriate any springs, streams, waters, or watercourses which are or shall at any time hereafter be found, or arise, or flow, or be in or upon any land lying respectively south, south-west, or south-east of any part of certain reservoirs in the township of Halliwell, in the county of Lancaster, known as the Moorside Reservoirs, and north of the southerly side of so much of a road situate in Halliwell aforesaid, called Coal Pit Road, as lies between a point on such road at Sand Pits near the north-easterly end of Roscow's Clough in Halliwell aforesaid, and another point in such Coal Pit Road distant nine hundred and sixty yards measured along the said road from the junction of such Coal Pit Road with the Bolton and Nightingale's turnpike road.

Lateral and vertical deviations.

8. Wherever and so far as the line of any works shown upon the deposited plans passes along any road, and no limits of lateral deviation are marked thereon, the Company may in the construction of such works deviate laterally from the lines thereof as laid down on such plans to the extent of the boundaries of such road, and also the Company may, in the construction of any works shown upon the deposited plans, deviate laterally from the lines or position thereof as laid down on the said plans to any extent not exceeding the limits of deviation shown on the said plans, and the Company

may deviate from the levels of the reservoirs as delineated on the deposited sections to any extent not exceeding five feet, and of other works as delineated on the said sections to any extent not exceeding ten feet, but not further, except with the consent of the owner of the lands in which the deviation is made.

Temporary occupation of lands.

9. The provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the temporary occupation of lands incorporated with this Act, shall apply only to the reservoirs authorised by this Act, and the works immediately connected therewith; and for the purposes of this Act those provisions shall be read as if reservoirs and works were therein mentioned instead of the railway, and the boundaries of reservoirs and works instead of the centre of the railway.

Diverted road to be completed before existing road interfered with.

10. Before the Company stop up or divert any portion of the Little Bolton branch of the Bolton and Nightingale's turnpike road they shall construct the diversion of that road by this Act authorised as shown upon the deposited plans, with all proper and necessary culverts, drains, fences, and slopes thereto, and the said diverted road when so constructed, together with the culverts, drains, fences, and slopes thereto, shall be maintained by and at the cost of the Company for one year from the completion thereof, of which completion a certificate of two justices shall be conclusive evidence, and which certificate two justices shall give on the completion being proved to their satisfaction.

Power to stop up portion of existing road when diversion of road completed.

11. When and so soon as the diversion by this Act authorised of the Little Bolton branch of the Bolton and Nightingale's turnpike road shall have been completed, so much of that road as is situate and lies between Walker Fold and Collier's Row shall cease to be used as a public road, and the site and soil thereof shall, if and when the Company become under the powers of this Act the owners of the land on both sides thereof, be by virtue of this Act absolutely vested in the Company for the purposes of this Act, freed and discharged from all rights of way and other rights affecting the same.

Diversion to be deemed part of Bolton and Nightingale's turnpike road.

12. The road which the Company are by this Act authorised to construct by way of diversion of and in substitution for the portion mentioned in the last preceding section of the Little Bolton branch of the Bolton and Nightingale's turnpike road shall, when completed, be deemed to be, for the purposes of toll and all other purposes, part of the Bolton and Nightingale's turnpike road, and "The Bolton and Nightingale's Road Act, 1855," shall apply and be put in execution with respect to the said substituted road.

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Capital.

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

Shares not to be issued until one fifth part thereof shall have been paid up.

14. 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.

15. One fifth of the amount of a share shall be the greatest amount of a call, and three months at least shall be the interval between successive calls, and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Power to borrow.

16. The Company may from time to time borrow on mortgage any sum not exceeding in the whole twenty-five thousand pounds, at the times and subject to the restrictions following; (that is to say,) when fifty thousand pounds, part of the said sum of one hundred thousand pounds, has been subscribed for, issued, and accepted, and one half part thereof has been paid up, the Company may borrow on mortgage any sum not exceeding twelve thousand five hundred pounds, and when seventy-five thousand pounds, part of the said sum of one hundred thousand pounds, has been subscribed for, issued, and accepted, and one half part thereof has been paid up, the Company may borrow on mortgage any further sum not exceeding the sum of six thousand two hundred and fifty pounds, and when the whole of the said sum of one hundred thousand pounds has been subscribed for, issued, and accepted, and one half part thereof has been paid up, the Company may borrow on mortgage any further sum not exceeding six thousand two hundred and fifty pounds, but no money shall be borrowed on mortgage under this Act until the capital hereby authorised is subscribed for to the extent necessary to authorise such borrowing, and the respective parts thereof are paid up according to the provisions of this section, and until the Company have proved to the justice who is to certify under the fortieth section of "The Companies Clauses Consolidation Act, 1845," (before he so certifies,) that such capital has been so subscribed for, issued, and accepted, and that such respective parts thereof have been so paid up, and that not less than one fifth part of the amount of each separate share has been paid 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 subscribers or their assigns, and that such subscribers or their 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 his certificate that the proof aforesaid has been given him, which certificate shall be sufficient evidence thereof.

For appointment of receiver.

17. 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 principal, or principal and interest, the amount owing to the mortgagees by whom the application for a receiver shall be made shall not be less than two thousand pounds in the whole.

Company may create debenture stock.

18. The Company may create and issue debenture stock.

Application of moneys.

19. All moneys raised under this Act, whether by shares or borrowing, shall be applied for the purposes of this Act only.

Ordinary meetings.

20. The first ordinary meeting of the Company shall be held within six 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 stated periods as shall be appointed for that purpose by an order of a general meeting, and the quorum to constitute a meeting (whether ordinary or extraordinary) shall be seven shareholders, holding in the aggregate not less than two thousand pounds in the capital of the Company.

Scale of voting.

21. At all meetings of the Company every holder of five shares and under shall be entitled to one vote, and every shareholder shall have an additional vote for every five shares held by him beyond the first five.

Auditors need not hold shares.

22. It shall not be necessary for the auditors appointed by the Company to hold shares in the capital of the Company.

Number of directors.

23. Subject to the provisions herein contained for reducing the number of directors, the number of the directors shall be nine.

Qualification of directors.

24. The qualification of a director shall be the possession in his own right of fifty shares in the capital of the Company.

Quorum.

25. The quorum of a meeting of directors shall be three.

Power to reduce number of directors.

26. The Company may from time to time reduce the number of directors to not less than six.

First directors.

27. John Stock Turner Greene, John Pilkington, Thomas Kirkpatrick, James Hayes, George Henry Evans, James Henry Deakin, John Speakman, Richard Greenough, and Joseph Kerfoot shall be the first directors of the Company, and shall continue in office until

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the first ordinary meeting held after the passing of this Act, and at that meeting the shareholders present in person or by proxy may 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 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 ordinary meeting to be held every year after the first ordinary meeting the shareholders present in person or by proxy shall, subject to the provisions herein-before contained for reducing the number of directors, elect persons to supply the places 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 same Act.

Election of directors.

Period for compulsory purchase of lands.

28. 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 after the passing of this Act.

Power to acquire additional lands by agreement.

29. In addition to the lands which the Company are by this Act authorised to purchase compulsorily, they may, for any of the purposes of this Act, from time to time by agreement purchase in fee, either absolutely or in consideration of any yearly or other rent, or take on lease, or otherwise acquire, any additional quantity of land not exceeding in the whole twenty acres, or any easement or right (not being an easement or right of water) in or over such additional lands which they may from time to time think requisite for any of the purposes of the undertaking: Provided that, notwithstanding the exception aforesaid, the Company may acquire a right to take the water of any spring in any case in which they would be entitled to the exclusive use of the whole water of such spring on purchasing the land in which the same arises.

Period for completion of works.

30. If the waterworks authorised by this Act and shown on the deposited plans are not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for executing the same, or in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed, and also except as to such works as are to be constructed by the Company for the use, benefit, accommodation, and protection of Richard Henry Ainsworth, Esquire, his heirs, executors, administrators, sequels in estate, and assigns, as herein-after in this Act provided; but nothing herein shall restrict

the Company from extending, enlarging, altering, or removing any of their engines, machinery, mains, or pipes, or improving their supply of water from time to time, as occasion requires.

Power to take easements, &c. by agreement.

31. The persons empowered by "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," respectively, to sell or convey lands, shall, subject to the provisions of those Acts respectively, have power, but by agreement only, and not by compulsion, to grant to the Company any easement in, over, or affecting any lands by this Act authorised to be purchased by the Company, and all the provisions of the said Acts with respect to the purchase of lands by agreement and to rentcharges shall extend and apply to such easements and to rentcharges granted for the same.

Compensation water to Richard Henry Ainsworth, Esq.

32. And whereas the said Richard Henry Ainsworth, or his predecessor in title, has constructed two reservoirs and a conduit, called respectively the Moorside Reservoirs and Moorside Sluice, and has thereby collected and appropriated certain waters, and has agreed to give to the Company the use of such reservoirs and sluice and the waters collected therein, and the management and control thereof, upon and subject to the terms and conditions hereby enacted; that is to say,

The Company shall maintain the said reservoirs and conduit, and such other conduits as shall be necessary to enable them to deliver compensation water in manner herein-after mentioned, and shall cause to be delivered out of the more easterly of the same reservoirs, herein-after referred to as the Moorside Reservoir, at such point as the said Richard Henry Ainsworth, his heirs, executors, administrators, sequels in estate, and assigns, all of whom are herein-after comprised, meant, and included in the expression "the said Richard Henry Ainsworth," shall determine, and shall convey therefrom into a certain channel, goit, brook, or stream to be made by the Company as herein-after mentioned on the northerly side of the said Coal Pit Road, south of the Moorside Reservoir, a quantity of water not being less than three hundred and one gallons per minute during twelve consecutive hours of every working day, commencing at five o'clock in the morning, such working days being three hundred and thirteen in each year: Provided always, that in case the rain falling upon and flowing off the watershed and the quantity of water stored in the Moorside Reservoir is at any time insufficient to enable the Company to deliver such quantity therefrom, then the Company shall during such time of insufficiency deliver all such quantities as the said watershed and

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Moorside Reservoir shall yield, and shall make up the deficiency so occasioned by giving from such reservoir, when and as the same may be practicable, such increased quantities of water, not being more than four hundred thousand gallons in any one day, as will make the total quantity delivered by them equivalent to an average of three hundred and one gallons per minute during twelve hours of every working day as aforesaid.

Company to construct goit above Coal Pit Road.

33. The Company shall, to the satisfaction of the said Richard Henry Ainsworth, construct and for ever maintain in good repair along the land of the said Richard Henry Ainsworth adjoining the northerly side of the said Coal Pit Road, lying between the said sand pits near the north-easterly end of Roscows Clough aforesaid and the point of the same road, situated 960 yards from the junction thereof with the Bolton and Nightingale's Road, a good and sufficient intercepting water-tight stone goit for the purpose of intercepting and conveying the compensation waters to be delivered by the Company from the Moorside Reservoir, and also all the rain and other surface and spring waters naturally falling on, arising in, or flowing from the lands lying respectively south, south-west, and south-east of the Moorside Reservoirs, and north of so much of the said Coal Pit Road as lies between the points last mentioned.

As to Dakins and Walker Fold Springs.

34. The Company shall not take, use, or in any way interfere with the water arising from the springs, respectively known as Dakins and Walker Fold Springs, now flowing to the works of the said Richard Henry Ainsworth, so long as the yield of such springs shall not exceed thirty-five thousand gallons in any one day; and if on any working day the said springs together shall yield more than the said quantity of thirty-five thousand gallons, the Company may take and use the excess; and if on any such day they together yield a less quantity than thirty-five thousand gallons, the Company shall on every such day deliver, by means of earthenware pipes, into the channel or pipe through which the waters of the same springs are or shall be conveyed by the said Richard Henry Ainsworth so much water from the springs situate above the said Walker Fold Reservoir as shall make up the deficiency, and raise the supply on each working day from Dakins and Walker Fold Springs to thirty-five thousand gallons; and if the Company shall, from default of the said springs above the said Walker Fold Reservoir, be unable to make up such deficiency, the same shall be supplied by them from other sources of as pure quality as shall be practicable, so that an uniform supply of thirty-five thousand gallons from such sources shall be maintained on every working day.

Compensation water.

35. The Company shall cause to be discharged from and out of the reservoir by this Act authorised, called the Walker Fold Reservoir, and other works by this Act authorised, or from the feeders thereof, to and into the course of a certain brook or stream called Dean Brook, at a point distant not more than one hundred yards from the foot of the embankment of the said Walker Fold Reservoir, a quantity of water not being less than eight hundred and thirty-three gallons per minute during twelve consecutive hours of every working day, commencing at five o'clock in the morning of each such day, such working days being three hundred and thirteen in number in each year.

Compensation water to be furnished before appropriation of water by the Company.

36. The several before-mentioned quantities of compensation water shall be furnished in manner aforesaid before the Company shall be entitled to appropriate to the supply of the district within the limits of this Act any of the waters of the brooks and streams which they are herein-before authorised to take for the purposes of this Act.

Water supplied after rates aforesaid to be taken as full compensation.

37. If the Company shall commence and continue to discharge from and out of their said reservoir and works the due quantity of water after the rates aforesaid, the same shall be accepted and taken by the parties interested in the waters of the Dean Brook, the Dakin's Brook, and all brooks, streams, and rivers into which the waters of the said brooks or either of them flow or proceed, as full compensation in respect of quantity for the water intended to be diverted and appropriated for the purposes of this Act.

Gauges to be erected.

38. The Company shall erect and construct and for ever after maintain suitable measuring gauges or meters over or through which the said several quantities of water shall respectively flow or be discharged, and the said gauges shall be open to inspection and examination of the owners and occupiers of the several present and future mills and works interested in the water so to flow or be discharged through or over the same, that is to say, one such gauge or meter upon the said brook or stream called Dean Brook, one other such gauge or meter at or near the conduit No. 2 shown on the deposited plans, and in such a position as to measure the waters flowing from the Dakins and Walker Fold Springs, and one other such gauge or meter at such convenient point at the outlet from the Moorside Reservoir as the said Richard Henry Ainsworth shall determine.

Company liable for failure of works.

39. The Company shall at all times hereafter pay to every person all loss, costs, charges, sum or sums of money, damages, and expenses whatsoever, and for all injury of what nature soever which

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he may suffer, incur, pay, expend, or be put unto by reason of the overflowing, failure, giving way, or bursting of any of the reservoirs, embankments, watercourses, conduits, or other works belonging to or constructed by the Company.

Penalty on failure to supply the stipulated quantity of water.

40. In case of any wilful or negligent act or omission of the Company by or in consequence of which the quantity of water required by this Act to flow or be discharged through or over the said gauges lastly herein-before mentioned as aforesaid shall not so flow or be discharged, the Company shall, for and during every day on which such failure, neglect, or default shall occur, forfeit and pay by way of penalties to the occupiers of each of the said several mills and works affected thereby who shall have actually received damage or incurred any loss by reason of such act or omission as aforesaid, and who may sue for and recover the same, the sum of five pounds.

Right of sporting over reservoirs reserved.

41. Any person whose land shall be taken under the authority of this Act by the Company for the purpose of constructing any reservoir or feeder shall have for himself, his heirs, sequels in estate, and assigns, and any person or persons authorised by him or them in writing, the exclusive right of fishing in, shooting over, and boating on so much of the water of such reservoir or feeder as shall overlie the land of such person, and the Company shall not obstruct the fish from going up or down any stream communicating with such reservoir or feeder, or fix any net or trap in such stream or reservoir for taking or destroying fish.

As to lands of Sir Charles Henry Tempest, Bart.

42. Any mains, conduits, or pipes for conveying water which shall be laid by the Company in lands of Sir Charles Henry Tempest, Baronet, situate in the respective townships of Heaton and Rumworth, shall be laid and maintained subject to any and every grant existing at the passing of this Act of any right or easement over such land, and no part of such mains shall, without the consent in writing of the said Sir Charles Henry Tempest, or his assigns, or other the person or persons for the time being entitled to the said lands, or his or their agent for the time being, be laid at a depth of less than four feet below the then existing surface level of such lands, and notwithstanding the grant to or exercise by the Company of any right, privilege, or easement to lay and maintain such mains, pipes, and conduits, the owners, lessees, and occupiers of such lands may thereafter from time to time alter the level of, cross, and otherwise use the surface of and build upon or otherwise deal with such land, but so nevertheless as not by so doing to disturb the line of mains when laid without liabilities for loss or damage

to the Company in respect thereof, unless such loss or damage shall arise from the wilful act or omission of such owners, lessees, or occupiers in relation thereto; and it shall be lawful for the said Sir Charles Henry Tempest and his assigns, and other the person or persons for the time being entitled to the said lands as aforesaid, at his or their own proper costs, from time to time to alter the line of pipes where laid through their lands, so that such alteration be made under the superintendence and to the satisfaction of the engineer for the time being of the Company.

As to damages to mains from working mines.

43. And whereas there are within the townships of Halliwell, Heaton, Horwich, Lostock, Adlington, Blackrod, Westhoughton, Aspull, Haigh, Astley, Bedford, Leigh, West Leigh, Pennington, Over Hulton, Middle Hulton, and Atherton, comprising the limits of this Act for the purposes of water supply, extensive mines and minerals, which cannot without great loss and inconvenience be worked subject to the restrictions of "The Waterworks Clauses Act, 1847:" Therefore any owner, lessee, occupier, or worker of any mine within those townships respectively shall not be liable for or to make good any damage occasioned to the waterworks, or the mains or pipes of the Company, by working in the usual and ordinary course pursued there any of those mines; and anything in this Act contained shall not prevent the Company from being liable to any action or other legal proceeding to which they would have been liable for any damage or injury done or occasioned to any mines or minerals, by means or in consequence of the waterworks or the leakage of any mains or pipes, or any flow of water therefrom, in case the same works, mains, and pipes respectively had not been constructed, laid, or maintained by virtue of this Act.

Supply of water within seven years.

44. If within seven years next after the passing of this Act the Company shall not, under the powers of this Act, have provided the inhabitants of any of the townships forming the limits of this Act for water supply purposes with a supply of water for domestic, sanitary, and other purposes, any local board, body corporate, trustees, vestry, or other body or persons other than the Company, upon or to whom for the time being shall be imposed or conferred any duty, power, or authority of distributing water within such respective townships, may, after the expiration of such term of seven years, supply water to the inhabitants of such respective townships, or to the local board or other local authority of such township authorised in that behalf, on such terms and conditions as by the contracting parties shall be mutually agreed: Provided always, that nothing in this enactment contained shall be deemed to confer any authority, power, or privilege upon any such local board, body

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corporate, trustees, vestry, or other body or persons, except the Corporation of Bolton, to supply with water any parts of the said townships of Halliwell and Heaton.

As to laying mains in lands of trustees under the will of the late Duke of Bridgewater.

45. Any mains, conduits, and pipes for conveying water which shall be laid by the Company in any lands of the trustees under the will of the Most Noble Francis late Duke of Bridgewater shall be laid and maintained subject to any and every grant existing at the passing of this Act of any right or easement over such land, and no part of such mains shall, without the consent in writing of the said trustees or their agent for the time being, be laid at a distance less than four feet below the then existing surface of such lands; and notwithstanding the grant to or exercise by the Company of any right, privilege, or easement to lay and maintain such mains, pipes, and conduits, the owners, lessees, and occupiers of such lands may thereafter from time to time alter the level of, cross, and otherwise use the surface of and build upon or otherwise deal with such land, but so nevertheless as not by so doing to disturb the line of mains when laid without liability for loss or damage to the Company in respect thereof, unless such loss or damage shall arise from the wilful act or omission of such owners in relation thereto; and it shall be lawful for the trustees for the time being of the said will, at their own proper costs, from time to time to alter the line of pipes when laid through these lands, so that such alteration be made under the superintendence and to the satisfaction of the engineer for the time being of the Company.

For the protection of the Corporation of Liverpool.

46. The Company shall not remove, displace, or in any way alter or interfere with any water main or service or other pipe belonging to the Corporation of Liverpool which is now laid, or with any main or pipe of the same dimensions and laid in the same position in substitution for any existing main or pipe, without their permission, and the Company shall not be entitled to any compensation from the corporation in consequence of any injury to any pipe or other work of the Company by reason of the bursting, fracture, defect, or giving way of any water main or pipe of the corporation which is now laid, or with any main or pipe of the same dimensions and laid in the same position in substitution for any existing main or pipe, unless the same shall happen through the neglect or default of the corporation.

For the protection of certain companies.

47. In constructing and maintaining the works by this Act authorised affecting the railways of the Lancashire and Yorkshire Railway Company or the London and North-western Railway Company respectively, or the Bolton and Preston line of the North Union Railway, or the railways and works of the Wigan Coal and Iron Company, Limited, and the projected colliery railway of that

company, on an estate belonging to the trustees of the Duke of Bridgewater, in the township of Westhoughton, the Company shall be subject to the following conditions; namely,

All works crossing or affecting the said railways or works, or any or either of them, shall be executed at the expense of the Company under the superintendence and to the satisfaction of the engineer for the time being of the respective company affected by such works, and according to plans and specifications previously submitted to the said engineer:

If the engineers of the Company and of such other companies respectively differ concerning the said plans or specifications, or concerning the execution of the said works, every such difference shall be settled by an engineer to be appointed by the two engineers, or if they cannot agree upon an umpire, then by an engineer to be appointed by the Board of Trade on the application of either company:

The said works shall be constructed and maintained so that the traffic upon the said railways and works shall not be in anywise impeded:

The Company shall acquire only an easement in and upon such of the works, lands, and property of the said companies respectively as may be necessary for constructing and maintaining the main pipes by this Act authorised to be laid:

If by reason of the construction and maintenance of the works by this Act authorised the railways of the Lancashire and Yorkshire Railway Company or the London and North-western Railway Company respectively, or the North Union Railway, or the railways or works of the Wigan Coal and Iron Company, Limited, or any of the works connected therewith respectively, shall be damaged or injured, or the traffic thereon impeded, the Company shall compensate the owner or owners of the said railways or works for any loss or expense occasioned thereby:

The amount to be paid to such owner or owners for the acquisition of an easement upon their works, lands, and property as hereinbefore provided, including the compensation (if any) for damage or injury to the said railways and works, or impediment to the traffic thereon, shall be settled in case of difference in the manner provided by "The Lands Clauses Consolidation Act, 1845," with respect to the purchase of land otherwise than by agreement:

Provided always, that, subject to the stipulations before mentioned, nothing herein contained shall prevent the Company from laying

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mains and pipes along any public street, road, highway, or bridge crossing such railways, or any of them.

For the protection of the Wigan Coal and Iron Company, Limited.

48. All the mains, conduits, and pipes of the Company shall be water-tight, and so constructed and laid as to prevent the percolation of any water into any mine or mines belonging or leased to or at the passing of this Act agreed to be leased to the Wigan Coal and Iron Company, Limited.

Saving rights of lord of manor of Smithills and Halliwell.

49. Nothing in this Act contained shall be deemed to alter, lessen, defeat, or interfere with the rights of the said Richard Henry Ainsworth, his heirs, sequels in estate, or assigns, as lord of the respective manors of Smithills and Halliwell, or of any future lord or lady of such respective manor.

Reserving powers of justices to rebuild and repair bridges crossed by Company's pipes.

50. Nothing herein contained shall tend to lessen or control any right, power, or authority now vested in the justices of the peace for the county palatine of Lancaster for altering or rebuilding any bridge and the lengths of roadway adjacent thereto, repairable by the inhabitants of the said county or any hundred therein, which may be crossed or affected by the works of the Company, but all such rights, powers, and authorities shall remain in as full force as if this Act had not passed; and the said justices shall not be liable to make any compensation whatever for any damage or injury to the Company by the altering or rebuilding of any such bridge and lengths of roadway adjacent thereto: Provided that in altering or rebuilding such bridge or lengths of roadway adjacent thereto nothing shall be done to impede or interfere with the works of the Company for any greater length of time or in any other manner than shall be necessary for the execution of the work; and before commencing such alteration or rebuilding ten days notice thereof shall be given to the said Company, and the said justices shall afford to the said Company all necessary and reasonable temporary facilities for enabling them to continue the supply of water during such alteration or rebuilding.

If bridges rebuilt, justices may require Company to alter pipes.

51. If any bridge repairable by the inhabitants of the said county or of any hundred therein upon or along which any pipe of the Company is laid be altered or rebuilt by the justices of the said county, the said justices may require the Company to alter any such pipes in such manner as the circumstances of the case may reasonably require: Provided that in case of any difference between the said justices and the Company as to such alteration the same shall be referred to an arbitrator to be agreed upon between the parties, or to be appointed for that purpose by the Board of Trade on the application of either party.

As to supply of water beyond limits.

52. The Company may from time to time, on terms mutually agreed on, supply water in bulk for domestic or other purposes at places beyond the limits of this Act, provided the same can be supplied without prejudice to a full supply for the inhabitants within such limits.

Saving clause for the district of Atherton.

53. And whereas the local board for the district of Atherton now supply water within that district: Therefore nothing in this Act contained shall authorise the Company to supply water within the district of the local board of Atherton in competition with such local board, but the local board may purchase and agree with the Company for a supply of water in bulk and by meter in such quantity and at such places and upon such terms as may be mutually agreed upon.

Water not necessarily under pressure.

54. The water to be supplied from any pipe of the Company need not be constantly laid on under a pressure greater than that to be afforded from the reservoir whereby such pipe is supplied.

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

55. The Company shall, at the request of any owner or any occupier of any private dwelling-house, or part of a private dwelling-house, in any street in which any pipe of the Company shall be laid, or on the application of any person who under the provisions of this Act or of any Act incorporated herewith shall be entitled to demand a supply of water for domestic purposes, furnish to such owner or occupier or other person a sufficient supply of water for domestic purposes, including one watercloset, at rates not exceeding the rates herein-after specified, according to the actual rackrent or value of such dwelling-house or part of a dwelling-house; (that is to say,)

Where the annual rackrent or value of the premises so supplied with water shall not exceed twenty pounds, at a rate per centum per annum not exceeding seven pounds and ten shillings:

Where such annual rackrent or value shall exceed twenty pounds and not exceed forty pounds, at a rate per centum per annum not exceeding seven pounds:

Where such annual rackrent or value shall exceed forty pounds and not exceed sixty pounds, at a rate per centum per annum not exceeding six pounds and ten shillings:

Where such annual rackrent or value shall exceed sixty pounds and not exceed eighty pounds, at a rate per centum per annum not exceeding six pounds:

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Where such annual rackrent or value shall exceed eighty pounds and not exceed one hundred pounds, at a rate per centum per annum not exceeding five pounds and ten shillings:

Where such annual rackrent or value shall exceed one hundred pounds, at a rate per centum per annum not exceeding five pounds:

Provided always, that the Company shall not be compellable to afford a supply of water for domestic purposes to any such owner or occupier for any less sum than ten shillings and tenpence in any one year for every dwelling-house or part of a dwelling-house:

Rates for waterclosets and private baths.

In addition to the rates computed as above specified, the Company may charge for a second watercloset and for any private bath in any private dwelling-house or part of such dwelling-house, or appurtenant thereto, the following rates; (that is to say,)

When the annual rackrent or value shall not exceed ten pounds, the sum of five shillings per annum;

When the annual rackrent or value shall exceed ten pounds but shall not exceed twenty pounds, the sum of six shillings per annum;

When the annual rackrent or value shall exceed twenty pounds but shall not exceed forty pounds, the sum of eight shillings per annum;

When the annual rackrent or value shall exceed forty pounds but shall not exceed eighty pounds, the sum of ten shillings per annum;

When the annual rackrent or value shall exceed eighty pounds, the sum of twelve shillings per annum;

And for every additional watercloset beyond the second, and for every additional bath beyond the first, the sum of five shillings a year respectively:

Provided also, that the Company shall not be compellable to supply with water any watercloset or private bath, or the apparatus or pipes connected therewith, unless the same shall be so constructed and used as to prevent the waste, misuse, or undue consumption of the water of the Company, and the flow or return of foul air or other noisome or impure matter into the mains or pipes of the Company, or into any pipes connected or communicating therewith, nor any private bath which shall be so constructed as to contain when filled for use more than fifty gallons of water.

Regulations for preventing waste of water.

56. For preventing waste, misuse, undue consumption, or contamination of the water of the Company the following provisions shall have effect; (namely,)

(1.) The Company may from time to time make such reasonable regulations as they think necessary for the objects aforesaid to be observed by persons supplied with water:

(2.) By any such regulations the Company may direct the use and prescribe the size, nature, strength, and materials, and the mode of arrangement, alteration, and repair of the pipes, valves, cocks, cisterns, baths, soilpans, waterclosets, and other apparatus or receptacles, or any of them, to be used by such persons respectively for conveying, delivering, and receiving water, and may interdict any arrangement and the use of any pipe, valve, cock, cistern, bath, soilpan, watercloset, or other apparatus or receptacle in their judgment likely to occasion waste, misuse, undue consumption, or contamination of water:

(3.) The Company shall not be bound under any agreement or otherwise to supply or continue to supply water to any person unless such regulations as are for the time being in force are duly observed by him.

Power to the Company to supply fittings, &c.

57. 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 such pipes, valves, meters, cocks, cisterns, baths, soilpans, watercloset apparatus, and receptacles as are required or permitted by their regulations, and may provide all materials, and do all work necessary or proper in that behalf.

Power to Company to supply water for other than domestic purposes.

58. Subject to the provisions of this Act, the Company may supply water for other than domestic purposes on such terms, pecuniary or otherwise, and conditions as the Company think fit.

Penalty for using water for other than domestic purposes without agreement.

59. Every person using for other than domestic purposes any water supplied by the Company, and not having previously agreed with the Company for a supply for the other purposes, and every person having agreed with the Company for a supply of water for any other than domestic purposes, and using for any purposes other than the purposes so agreed on the water so supplied by the Company, shall respectively for every such offence forfeit and pay to the Company any sum not exceeding five pounds, and shall in addition to such penalty make full compensation to the Company for or in respect of the water so used, taken, wasted, or misapplied; and any

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justice authorised to impose such penalty as herein-after mentioned is hereby empowered and required to determine and certify the amount of such compensation, which amount the Company may recover in like manner as charges for water supplied by them may be recovered.

Penalty for extending or enlarging pipes.

60. Provided always, that any person who shall without the knowledge and consent of the Company extend or enlarge any pipe, or use other means or device for the purpose of supplying any other person or any tenement with water from the works of the Company, shall forfeit and pay a sum not exceeding five pounds, and a further sum not exceeding forty shillings for every day during which such offence shall be continued.

Entry on premises to cut off supply in certain cases.

61. In all cases in which the Company are by "The Waterworks Clauses Act, 1847," or "The Waterworks Clauses Act, 1863," or by this Act, authorised to cut off the pipe or to turn off water from any premises, the Company, their agents and workmen (after giving notice to the owner or occupier as herein-after provided), may enter into any such premises between the hours of nine in the forenoon and four in the afternoon for the purpose of cutting off any pipe by which the water of the Company shall be supplied to such premises.

Mode of giving notice.

62. The notice to be given previously to such entry shall be in writing, and shall be served in manner following; (that is to say,)

If the premises intended to be entered be occupied, then by leaving the notice thereat, or by delivering the same to the occupier thereof, twenty-four hours at least previously to such entry:

If such premises be unoccupied, and the owner thereof and his usual place of abode be in England and be known to the Company, then by delivering the notice to such owner, or by leaving the same at his usual place of abode twenty-four hours, or by sending the same by post in a registered letter addressed to him at his usual or last known place of abode forty-eight hours, at least previously to such entry:

If such premises be unoccupied, and the owner thereof or his usual place of abode be not in England, or be not known to the Company after due inquiry, then by affixing the notice on some conspicuous part of such premises three days at least previously to such entry:

And for the purposes of this section any person receiving the rents of any such premises, either on his own account or as agent for any other person, shall be deemed the owner of such premises.

Water may be supplied by measure.

63. The Company may, if they think fit, enter into agreements for the supply, within the limits of this Act, of water by measure to any person, corporation, or local authority, either for domestic or other purposes, and in bulk or otherwise.

Company's officers to enter buildings.

64. The Company's agent, or other officer 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 in order to inspect the meters, pipes, fittings, and apparatus for regulating the supply of water, either for the purpose of ascertaining the quantity consumed or supplied, or to see whether the meters, pipes, fittings, cisterns, or other apparatus provided be in good repair; and if such agent or other officer 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.

For preventing frauds and waste of water.

65. If and whenever any person supplied with water under this Act 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 waste, misuse, contamination, or undue consumption of water, the Company may cut off or stop any pipe by or through which water is supplied to him, and may cease to supply him with water as 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 damage sustained by reason thereof; and the remedies of the Company under this enactment shall be in addition to their other remedies in this behalf.

Incoming tenant not liable for arrears.

66. The Company shall not be entitled to require from the incoming tenant of any property the payment of arrears of water 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.

Recovery of charges for water.

67. In case any person who shall have been supplied with water by the Company, or who shall be liable to payment in respect of a supply of water under or by virtue of the provisions of this Act, shall neglect or refuse to pay the amount due in respect of such supply for the space of fourteen days after demand thereof by the Company, their agent or collector, it shall be lawful for any

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justice having jurisdiction where such person shall then reside, or where such water shall have been supplied, to issue his summons to such person requiring him to appear before two justices having jurisdiction as aforesaid at a time and place named therein, and then and there to show cause why the sum so demanded should not be paid; and if on the appearance of such person, or in default of appearance after proof of the service of the summons, either personally or at the last known place of abode or of business of such person, no sufficient cause shall be shown to the contrary, it shall be lawful for such two justices to issue their warrant of distress for the seizure and sale of the goods and chattels of such person for recovery of the amount which may be proved before such justices to be due from such person, together with such costs as to such justices shall seem just and reasonable.

Sums due to Company may be recovered in any court of competent jurisdiction.

68. The Company may recover any sum of money which shall be due to them for water rates or rents, damages, costs, or expenses by action or proceeding in any court of law competent for the trial of an action for debt, damages, or trespass to the like amount.

Notice of discontinuance.

69. 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, and be left at the principal office for the time being of the Company.

Contracts between Company and public and local bodies for supply of water.

70. The Company, and any local boards, commissions, corporations, or other public or local bodies, from time to time may enter into and carry into effect contracts for the supply by the Company, within the limits of this Act, of water to or for those bodies respectively, in bulk or otherwise, and for what purpose soever, and the contracts may be for such times and for such remuneration, and on such terms and conditions whatsoever, as the contracting parties think fit.

Liability to water rent not to disqualify justice, &c.

71. 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 rent, meter rent, rate, or charge under this Act, or of his being a shareholder of the Company.

Contents of summons, &c.

72. Any summons or warrant issued for any of the purposes of this Act may contain in the body thereof, or in a schedule thereto, several names and several sums.

Costs of distress.

73. 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.

Penalties not cumulative.

74. 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.

Expenses of Act.

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

LONDON: Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1871.