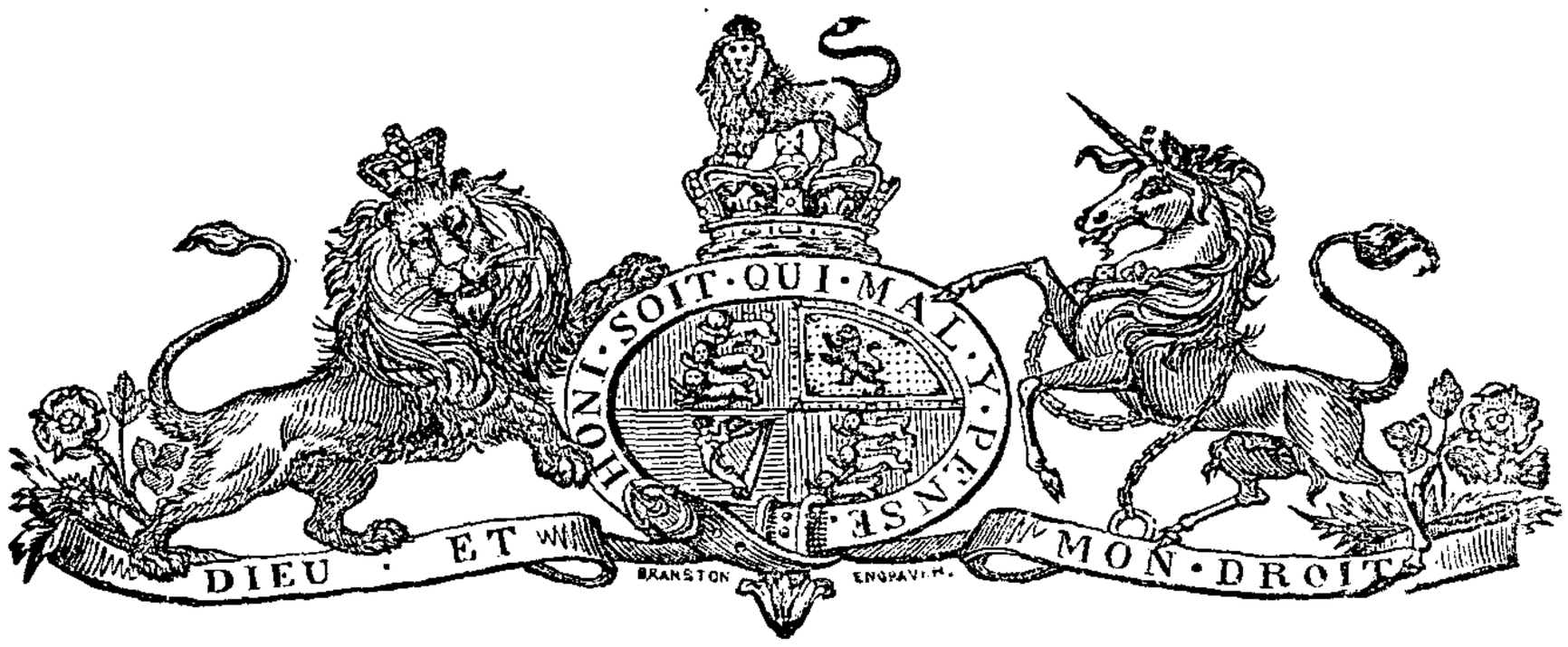


ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

***

so to do; but the same 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 of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

I. That in citing this Act for any Purpose it shall be sufficient to describe it as "The *South Staffordshire* Waterworks Act, 1853."

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

II. That "The Lands Clauses Consolidation Act, 1845," "The Companies Clauses Consolidation Act, 1845," and "The Waterworks Clauses Act, 1847," shall be incorporated with this Act.

Construction of Term "Street."

III. That the Expression "the Street," in the Waterworks Clauses Act and in this Act, shall extend to any Turnpike Road within the Limits of this Act, or along or across which the Line of Aqueduct or Pipes may be carried; and the Expression "the Company" shall mean the Company incorporated by this Act.

Limits of Act.

IV. That the Limits of this Act shall be the City and County of the City of *Lichfield*, and that Part of the Parish of *St. Michael, Lichfield*, which lies in the County of *Stafford*, the Borough of *Walsall*, the Foreign of *Walsall*, the Parishes of *Wednesbury* and *Darlaston*, the Townships of *Bilston* and *Willenhall* in the Parish of *Wolverhampton*, the Parish of *Sedgley*, and the several Villages or Townships in such last-mentioned Parish, the Parishes of *Tipton*, *West Bromwich*, and *Rowley Regis*, all in the County of *Stafford*, and the Parish of *Dudley* and *Oldbury* in the Parish of *Halesowen* in the County of *Worcester*.

Company not to supply Willenhall, if that Township is supplied by Wolverhampton Waterworks Company.

V. Provided always, That it shall not be lawful for the Company to supply the Township of *Willenhall* with Water if and so long as the *Wolverhampton* Waterworks Company shall supply such Township, under the Power of "The *Wolverhampton* Waterworks Amendment Act, 1850," provided such Power be exercised by the said *Wolverhampton* Waterworks Company at any Time within the Period limited by the said last-mentioned Act for completing their Works.

Subscribers incorporated.

VI. That *Arthur Adams*, *Thomas Badger*, *John Chamberlain Barlow*, *Samuel Holden Blackwell*, *Richard Croft Chawner*, *Henry Crane*, *Edward Lowe Creswell*, *Edward Bagnall Dimmack*, *Richard Dyott*, *Charles Forster*, *Richard Greene*, *Richard Jesson*, *Sampson Lloyd*, *James Solly*, *Thomas Walker*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and

and Assigns respectively, shall be united into a Company for the Purpose of supplying Water within the said Limits, and for making Waterworks for that Purpose, according to the Provisions of this Act and the Acts incorporated herewith, and for other the Purposes herein contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *South Staffordshire* Waterworks Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have a Common Seal, and Power to purchase and hold Lands and Buildings for the Purposes of the said Undertaking, subject to the Provisions and Restrictions herein and in the said incorporated Acts contained.

Capital.

VII. That the Capital of the Company shall be One hundred and sixty thousand Pounds.

Shares.

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

Calls.

IX. That One Fifth Part of a Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders, and Two Third Parts of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon any Share, and Three Months at the least shall intervene between successive Calls.

Power to borrow Money on Mortgage.

X. That it shall be lawful for the Company to borrow on Mortgage or Bond any Sum or Sums of Money not exceeding in the whole the Sum of Thirty thousand Pounds; but no Part of such Sum shall be raised until the whole of the said Capital of One hundred and sixty thousand Pounds shall have been subscribed for, and One Half thereof shall have been paid up.

Arrears to be enforced by the Appointment of a Receiver.

XI. That it shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver, in the event of the Principal Monies not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Eight thousand Pounds in the whole.

First and other Meetings.

XII. That the First Ordinary Meeting of the Company shall be held within Three Months next after the passing of this Act, and the subsequent Ordinary Meetings shall be held on the Second *Tuesday* in the Months of *August* and *February* respectively in every Year, or within Twenty-one Days thereafter; and the First of such Ordinary Meetings shall

shall be held in *Walsall* or *Dudley*, and all subsequent Meetings, whether ordinary or extraordinary, shall be held in *Lichfield*, *Walsall*, *Dudley*, *Wolverhampton*, or *Birmingham*, as the Directors may from Time to Time appoint.

Quorum for General Meetings.

XIII. That the Quorum for any General Meeting of the Company shall not be less than Seven Shareholders present, in Person or by Proxy, holding in the aggregate not less than Five thousand Pounds in the Capital of the Company.

Number of Shareholders to convene Extraordinary Meetings.

XIV. That the Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be not less than Five Shareholders holding in the aggregate not less than Five thousand Pounds in the Capital of the Company.

Scale of voting.

XV. That at all Meetings of the Company, whether ordinary or extraordinary, every Shareholder shall be entitled to vote as follows in respect of the Shares which he shall hold in the said Undertaking; that is to say, every Shareholder shall have One Vote for every Share up to Fifty, and he shall have an additional Vote for every Five Shares beyond the first Fifty Shares held by him up to One hundred Shares, and an additional Vote for every Ten Shares held by him beyond the first One hundred Shares.

Number and Qualification of Directors.

XVI. That, subject to the Provisions herein contained for reducing the Number of Directors, the Number of Directors shall be Fifteen until the First Ordinary Meeting to be held after the passing of this Act, and then the Number of Directors shall be reduced to Nine; and the Qualification of a Director shall be the Possession in his own Right of as many Shares as shall represent Five hundred Pounds of the Capital of the Company.

Power to vary the Number of Directors.

XVII. That it shall be lawful for the Company from Time to Time to reduce the Number of Directors, provided that the whole Number of Directors after any such Reduction shall not be less than Five.

First Directors.

XVIII. That *Arthur Adams*, *Thomas Badger*, *John Chamberlain Barlow*, *Samuel Holden Blackwell*, *Richard Croft Chawner*, *Henry Crane*, *Edward Lowe Cresswell*, *Edward Bagnall Dimmack*, *Richard Dyott*, *Charles Forster*, *Richard Greene*, *Richard Jesson*, *Sampson Lloyd*, *James Solly*, and *Thomas Walker* shall be the First Directors of the Company.

Election of future Directors.

XIX. That the Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this

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 a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and such Body of Directors appointed at such Meeting shall continue in Office until the Completion of the Works by this Act authorized, and after such Completion the Directors shall retire from Office in rotation, agreeably to the Provisions in the said "Companies Clauses Consolidation Act, 1845," contained.

Committees of Directors.

XX. That the Number of Directors of which Committees appointed by the Directors shall consist shall be not less than Three, nor more than Five, and the Quorum of each such Committee shall be Two.

Newspaper for Insertion of Advertisements.

XXI. That the Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspaper circulating in the County of *Stafford*.

Power to make Waterworks according to deposited Plan.

XXII. And whereas a Plan and Section showing the Line and Levels of the Reservoirs, Aqueducts, and Works, and also a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands and Streams in or through which the same are intended to be made or pass, have been deposited with the Clerks of the Peace for the County of *Stafford*, and for the County of the City of *Lichfield*: Be it enacted, That it shall be lawful for the Company, subject to the Provisions and Restrictions in this and the incorporated Acts contained, to make and maintain the said Reservoirs, Aqueducts, and Works in the Line and on the Levels and upon the Lands delineated on the said Plan and Sections and described in the said Book of Reference, and to enter upon, take, and use such of the Lands, Buildings, Streams, and Waters mentioned or described on the said Plan and Sections and Book of Reference as shall be necessary for that Purpose, and to take therefrom such Water as the Company may require for the Purposes of this and the said incorporated Acts.

XXIII. That the Mayor, Aldermen, and Citizens of the City of *Lichfield* may sell and the Company may purchase such of those Lands, Buildings, Streams, and Waters as belong to the Mayor, Aldermen, and Citizens, in consideration of a perpetual yearly Rentcharge, and on such Terms and Conditions with respect to the Application, Use, Management, and Regulation of the same Lands, Buildings, Streams and Waters, and subject to and with such Powers, Privileges, Reservations, Restrictions, and Provisions whatsoever, as

shall have been agreed on by or between the Mayor, Aldermen, and Citizens on the one hand, and the Company, or any Persons on their Behalf, on the other hand; and such yearly Rent-charge shall be payable half-yearly, and shall be a primary Charge on all the Buildings, Lands, and Works of the Company, and shall be recoverable by Distress and Entry, and Perception of Rents and Profits, as shall have been so agreed on: Provided always, that the Amount of such yearly Rent-charge shall not be less than such as shall be determined by Two able practical Surveyors or their Umpire, according to the Provisions in that Behalf of The Lands Clauses Consolidation Act, 1845: Provided also, that the Terms, Conditions, Powers, Privileges, Reservations, Restrictions, and Provisions so agreed on shall, on the Part of the Mayor, Aldermen, and Citizens, be subject to the Approval of the Commissioners of Her Majesty's Treasury, according to the Provisions of the Act for regulating Municipal Corporations.

Describing Works.

XXIV. That the Company may, subject to the Provisions of this Act, make and maintain the following Works described upon the deposited Plans herein-before mentioned; (that is to say,)

A Reservoir or Reservoirs, with proper Works and Conveniences connected therewith, in the Township of *Elmhurst*, otherwise *Curborough* and *Elmhurst*, otherwise *Curborough*, in the Parish of *Saint Chad* otherwise *Stowe*, *Lichfield*, in the County of *Stafford*, and in the City and County of the City of *Lichfield*, or One of them, and in that Part of the Parish of *Saint Michael*, *Lichfield*, which lies in the City and County of the City of *Lichfield*, or in One of such Townships or Parishes, at or near to a Place in the said Parishes and Townships, or One of them, called *Pones Mill*, and there to take, divert, intercept, impound, and use, for the Purposes of the Company, the Waters or such Part of the Waters as the Company require flowing down to the said last-mentioned Mill, and there forming a Stream, and from thence running into the River *Trent*, and the Tributaries of such last-mentioned Stream:

Also Reservoirs, with all proper Works and Conveniences connected therewith, at or near to each of the four Places next herein-after named; (that is to say,)

First, at or near the Place in the Parishes, Townships, or extra-parochial Places of *Ogley Hay*, *Norton*, otherwise *Norton Canes*, otherwise *Norton-under-Cannock*, and *Little Wyrley*, or some or One of them, in the said County of *Stafford*, where the Turnpike Road called the *Old Chester Road* crosses the *South Staffordshire* Railway;

Secondly, at or near to a Place called the *Moat* in the Parishes of *Walsall* and Foreign of *Walsall*, or One of them, in the County of *Stafford*;

Thirdly,

Thirdly, at or near to *Church Hill* in the Parish of *Wednesbury* in the County of *Stafford*;

And, fourthly, at or near to the Place in the Parish of *Tipton* in the County of *Stafford* where the *Birmingham* Canal Navigation crosses the *South Staffordshire* Railway, near to the *Dudley Port* Station of the said Railway:

Also the following Aqueducts, with all proper Works and Conveniences connected therewith; (that is to say,)

First, an Aqueduct or Main Pipe from the said intended first-mentioned Reservoir at or near to *Pones Mill* aforesaid to the said intended Reservoir aforesaid at or near to the *Moat* near *Walsall* aforesaid, communicating with or passing through the Reservoir at or near *Ogley Hay* aforesaid;

Secondly, an Aqueduct or Main Pipe from the said last-mentioned Reservoir to the said intended Reservoir at or near to the *Church Hill* in *Wednesbury* aforesaid;

Thirdly, an Aqueduct or Main Pipe from the said last-mentioned Reservoir to the said intended Reservoir in the Parish of *Tipton* near to the *Dudley Port* Station of the *South Staffordshire* Railway;

And, fourthly, an Aqueduct or Main Pipe from the said last-mentioned Reservoir to and terminating at a Point in the Turnpike Road leading from *Birmingham* through *West Bromwich* to *Dudley* near to the Place in the Parish of *Tipton* in the County of *Stafford* where the said Turnpike Road passes under the *Birmingham* Canal Navigation:

And the Company may intercept and divert all Sewers and Drains which now flow or empty themselves into the Streams or Waters herein-before mentioned.

Power to deviate.

XXV. That in constructing the said Works or any of them the Company may, notwithstanding any Provisions in the Waterworks Clauses Act, deviate to any Extent not exceeding the Limits of Deviation shown on the said Plans, and may also deviate from the Levels shown on the said Sections to any Extent not exceeding Three Feet in respect of the Reservoirs, and in respect of the Aqueducts not exceeding Seven Feet.

Company not to alter Level of Roads or diminish Headway.

XXVI. That the Aqueduct along any Line of Railway shall be so laid as not to alter the Level of any Turnpike or public Carriage Road across or under which such Aqueduct may be laid; and it shall not be lawful for the Company, for the Purposes of any such Aqueduct or the Works connected therewith, to diminish the Headway which has been provided for Roads, Streets, Canals, or Railways passing under the Railway along which such Aqueduct is carried.

XXVII. That,

Power to purchase additional Quantity of Land.

XXVII. That, in addition to the Lands and Streams authorized to be purchased as aforesaid, it shall be lawful for the Company to contract with any Party or Parties willing to sell the same for the Purchase of any Land, not exceeding in Quantity Thirty Acres, and for the Purchase of any Easements, Power, or Authority in or over the same which shall be deemed proper or expedient for the Purposes of the said Undertaking; and it shall be lawful for all Persons who, under the Provisions herein-before and in the said incorporated Acts contained, would be enabled to sell or convey Lands for the said Undertaking, to sell and convey such additional Quantity of Land so required.

Owners may grant Leases.

XXVIII. That the Persons empowered by the said Lands Clauses Consolidation Act to convey Lands shall have full Power to sell any Easement, Power, or Authority in or over any Lands for the Purposes of this Act.

Power to agree with certain Railway Companies as to Passage of Pipes.

XXIX. That it shall be lawful for the Company to enter into any Contract or Agreement with the *London and North-western* Railway Company and *South Staffordshire* Railway Company, and with the Lessee or Lessees of such last-mentioned Company, or any of such Companies or Parties, with respect to the Use of any Lands, Lines of Railway, Embankments, Cuttings, Bridges, Tunnels, or Works belonging to or under the Control of such respective Companies or of such Lessees, for the Purpose of laying down or carrying along, through, over, or under the same the Aqueducts or Conduit Pipes, or any of them, by this Act authorized to be made, and also for the Maintenance and Repair of such Aqueducts or Conduit Pipes; and it shall be lawful for such Companies and Parties respectively to enter into any such Contract or Agreement upon such Terms or Conditions as may be mutually agreed, or in case no such Agreement shall be made, then such Aqueducts may be constructed along such Lands, Railways, and Works, as shown upon the deposited Plans, upon such Terms and Conditions as may be determined by Arbitration in manner prescribed in "The Lands Clauses Consolidation Act, 1845."

Mains and Pipes to be marked.

XXX. That the Mains and Pipes of the Company shall be so made and manufactured as to have a distinct Mark, Stamp, or Letter on the Outside thereof cast with or cut into the Metal of the Pipe, so that the same may be readily distinguished from the Mains or Pipes of any other Company; and in case the Company shall lay down any Mains or Pipes not having such distinct Mark, Stamp, or Letter, the Company shall forfeit and pay a Sum not exceeding the Sum of Twenty Shillings for every Length of Nine Feet of Pipe laid contrary to the Directions aforesaid.

XXXI. That

Power to Railway Companies to maintain Aqueduct.

XXXI. That if any Railway Company or the Lessees of a Railway so desire, the Repair and Maintenance of the Aqueduct along the Line of Railway belonging to any such Railway Company, or under Lease to such Lessees, shall be executed and performed by such Railway Company or Lessees, as the Case may be, on such Terms and Conditions as may be agreed upon between the Company and such Railway Company or Lessees, or, in case of Dispute, as may be settled by Arbitration in manner prescribed in "The Companies Clauses Consolidation Act, 1845," and the Company and such Railway Company and Lessees may enter into such Contracts and Agreements with reference thereto as they may think proper.

Period within which Waterworks are to be completed.

XXXII. That if the Works hereby authorized shall not be completed within Five Years from the passing of this Act, the Powers by this or the said incorporated Acts granted to the Company for completing such Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Works as shall then be completed: Provided always, that nothing in this Act contained shall extend or be construed to extend so as to restrain the Company from laying down, enlarging, and extending their Mains and Pipes and Waterworks from Time to Time, whenever it shall be necessary, for the Purpose of supplying Water within the Limits of this Act, or for improving the Supply of Water.

Power to agree with Corporation of Lichfield as to Diversion of Sewers.

XXXIII. That the Company may agree with the Mayor, Aldermen, and Citizens of the City and County of the City of *Lichfield* for the permanent Diversion of all Sewers and Drains within the Jurisdiction of such Corporation which may in any way affect the Waters of the Streams authorized to be taken by this Act; and the Company may pay such Corporation such Sums of Money for or towards the Construction of such Works as may be necessary for the Purposes aforesaid, and as may be agreed upon between the Company and such Corporation.

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

XXXIV. That, subject to the Provisions herein-after contained, and to any Agreements to be made with any Water Company or Local Board of Health as herein-after mentioned, the Company shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street in which any Pipe of the Company shall be laid, or on the Application of any Person who under the Provisions of this Act or any Act incorporated herewith shall be entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for domestic Use, at Rates not exceeding the Rates herein-after specified; (that is to say,)

Where no Watercloset or private Bath.

If there be only One Watercloset in or appurtenant to the Dwelling House or Part of a Dwelling House to be supplied with Water, at the following Rates:

Where the annual Value of such House shall not exceed Ten Pounds, at a Rate *per Centum per Annum* not exceeding Seven Pounds Ten Shillings:

Where the annual Value of such Dwelling House shall exceed Ten Pounds but shall not exceed Twenty Pounds, at a Rate *per Centum per Annum* not exceeding Six Pounds:

Where such annual Value shall exceed Twenty Pounds, at a Rate *per Centum per Annum* not exceeding Five Pounds:

If there be a Watercloset.

If there be more than One Watercloset, or if there be any private Bath or private Baths, in such Dwelling House, then, in addition to the Rates computed as above specified, the following Rates shall be payable; (that is to say,)

For each additional Watercloset the Sum of Four Shillings, and each private Bath the Sum of Eight Shillings, *per Annum*.

Company in certain Cases not compelled to supply Waterclosets, &c.

XXXV. Provided always, That the Company shall not be compelled 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 or undue Consumption of the Water of the Company, and the Return of foul Air and other noisome or impure Matter into the Mains or Pipes belonging to or connected with the Mains or Pipes of the Company, nor unless such private Bath shall be so constructed as to contain when filled for Use not more than One hundred Gallons of Water.

Company may charge by Quantity in certain Cases.

XXXVI. That if any Owner or Occupier of any Premises situate in any Street in which any Main or Service Pipe of the Company shall be laid desires a Supply of Water by Measure, the Company may, if they think fit, afford a Supply of Water by Meter or other fit and sufficient Instrument or Mode for measuring and ascertaining the Quantity of Water so supplied; and the Company may let for Hire any Meter or other fit or sufficient Instrument for ascertaining the Quantity of Water consumed or supplied, and any Pipes or other Apparatus connected therewith, for such Remuneration in Money as shall be agreed upon between the Company and any Person to whom the same may be so let, and such Remuneration shall be recoverable in the same Manner as the Rents or Sums due to the Company for Water; and such Meters, Instruments, Pipes, and Apparatus shall not be subject to Distress for Rent of the Premises where the same may be used, nor to be taken in Execution under any Process of a Court of Law or Equity, or any Petition for Adjudication of Bankruptcy, against the Person in whose Possession the same may be.

Power to Company to let Meters.

Meters not liable to Distraint for Rent, &c.

XXXVII. Provided

Company before supplying Inhabitants,&c. of Lichfield, to have Consent of Mayor, &c.

XXXVII. Provided always, That the Company shall not, without the previous Consent of the Mayor, Aldermen, and Citizens of the City of *Lichfield*, in Writing under their Common Seal, supply any Water to the Inhabitants of the City, or lay down any Mains for such Supply in any of the Streets or public Places of the City

Company may enter Buildings, for ascertaining Quantity of Water consumed.

XXXVIII. That the Clerk, Engineer, or other Officer duly appointed for the Purpose by the Company may at all reasonable Times enter any Building or Place supplied with Water by the Company, in order to inspect the Meters, Instruments, Pipes, Apparatus, and Works for regulating the Supply of Water, and for the Purpose of ascertaining the Quantity of Water consumed or supplied; and if any Person hinder such Officer as aforesaid from entering and making such Inspection as aforesaid, at any reasonable Time, he shall for every such Offence forfeit to the Company a Sum not exceeding Five Pounds.

What shall be deemed domestic Purposes.

XXXIX. That a Supply of Water for domestic Purposes shall not include a Supply of Water for Cattle, or for Horses or washing Carriages, where such Horses or Carriages are kept for Hire, or for any Trade, Manufacture, or Business whatsoever, or for watering Gardens cultivated for the Purposes of Trade or public Resort, or for Fountains, or for any ornamental Purposes whatsoever.

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

XL. That it shall be lawful for the Company to supply any Person with Water for other than domestic Purposes for such Remuneration and upon such Terms and Conditions as shall be agreed upon between the Company and the Persons desirous of having such Supply of Water.

High Pressure.

XLI. And in respect of the Supply of Water, in pursuance of the Thirty-eighth Section of "The Waterworks Clauses Act, 1847," be it enacted, That the Water so to be supplied need not be constantly laid on under a Pressure greater than that to be afforded from the Service Reservoir by this Act authorized to be constructed from which such Supply is afforded: Provided always, that if at any Time or Times the Majority of Houses in any Street shall not be furnished with Communication Pipes in manner required by the said "Waterworks Clauses Act, 1847," the Company shall not be bound to supply the Inhabitants of the Houses in such Street with Water constantly laid on under such Pressure as aforesaid until Communication Pipes to the Majority of the Houses in such Street shall have been provided.

Power to agree with Water Companies and Boards of

XLII. That it shall be lawful for the Company from Time to Time to contract and agree with any Water Company, Corporation, Commissioners, or Local Board of Health, Canal or Railway Company, or any Person requiring a Supply of Water within the Limits

Health for supplying of Water in Bulk.

Limits of this Act, either for Distribution to the Inhabitants within the Limits supplied by such Water Company, Corporation, Commissioners, or Board of Health, or for sanitary, navigation, or any other Purpose, and also with the *Wolverhampton* Waterworks Company, for the Supply to any such Water Company, Corporation, Commissioners, Canal or Railway Company, or Person, of Water in Bulk, on such Terms and Conditions, in such Manner, and for such Term or Number of Years as may be mutually agreed upon; and it shall be lawful for any such Water Company, Corporation, Commissioners, or Local Board of Health, Canal or Railway Company, from Time to Time to make and enter into any such Contract or Agreement; and in case such Water shall be required for Distribution amongst the Inhabitants of any District, the contracting Parties may, if they think fit, agree that the Powers of the Company granted by this Act for supplying Water to the Inhabitants shall not be exercised within such District or any Part thereof during the Continuance of such Contract or Agreement.

When required by Mayor, &c, by 12 Months Notice, Company to supply Water for watering Streets and extinguishing Fires in Lichfield.

XLIII. That the Company shall, when thereunto required by the Mayor, Aldermen, and Citizens of the City of *Lichfield*, by not less than Twelve Months Notice in Writing, supply to them from Time to Time, for watering the Streets and for extinguishing Fires within the City, such Quantities of Water as shall be specified in such Notice, such Water to be delivered at the Level of the Rails of the *South Staffordshire* Railway where it passes over the Bridge in *Saint John Street*, *Lichfield*; and the Charge to be made by the Company for such Supply shall be at their lowest Rate.

After Purchase of Minster Pool, Company to flush Main Sewers and Drains of Lichfield.

XLIV. That from and for ever after the Purchase by the Company of the *Minster Pool* they shall, at their own Expense, and under the Superintendence and to the Satisfaction of the Surveyor of the Mayor, Aldermen, and Citizens, duly, regularly, and effectually flush the present Main Sewers and Drains of the City, and all future Main Sewers of the City from Time to Time adapted to the present Water Levels; and if at any Time any Difference arise between the Mayor, Aldermen, and Citizens, and the Company, with respect to the Compliance by the Company with this Enactment, every such Difference shall be determined by Arbitration according to the Provisions in that Behalf of the Lands Clauses Consolidation Act, 1845: Provided always, that from Time to Time, when and so often and so long as the Company duly, regularly, and effectually so flush such Main Sewers and Drains, the Mayor, Aldermen, and Citizens shall not exercise their Right of flushing the same, otherwise than by the Agency of the Company.

As to Agreements for Use of Lands.

XLV. That if the Company enter into Agreements with any Parties supplying Water to Inhabitants of any District within the Limits

Limits of this Act, for undertaking the Supply to such Inhabitants in lieu of such Parties, the Company and such Parties may agree for the Use and Enjoyment of any Lands and Springs and Streams of Water belonging to such Parties, and which may be available for the Purposes of this Act.

Power to buy Undertaking of Dudley Waterworks Company.

XLVI. That it shall be lawful for the *Dudley* Waterworks Company, by and with the Authority and Approbation of Three Fourths of the Proprietors who may be present, personally or by Proxy, at some Meeting specially convened for the Purpose, to sell and convey to the Company, and for the Company, by and with the like Authority and Approbation on the Part of their Proprietors, to purchase the Undertaking of the *Dudley* Waterworks Company, or any Part or Parts thereof, and all or any of the Lands, Hereditaments, Tenements, Rights, and Easements of such Company, subject to any Mortgages or Incumbrances charged upon the same; and from and after the Completion of such Purchase (of which Completion a Transfer or Conveyance, duly stamped for denoting the Payment of the full and proper Stamp Duty payable in respect of the Purchase Money or other Consideration, and under the respective Common Seals of the Two Companies, shall be sufficient Evidence,) the Company shall and may have and hold the said Undertaking, Lands, Tenements, Hereditaments, and Appurtenances, or the Part thereof so purchased, as, and the same shall henceforth form Part of, the Undertaking hereby authorized.

Company may exercise Powers of purchased Company.

XLVII. That after the Completion of any such Purchase the Company hereby incorporated shall and may have and exercise, over and above the Powers and Privileges given to them by this Act, all such Powers and Privileges connected with the Undertaking or Portion of Undertaking so purchased as the *Dudley* Waterworks Company might have had or exercised if no such Purchase had been made.

Power to lease Dudley Waterworks.

XLVIII. That it shall be lawful for the *Dudley* Waterworks Company, by and with the Authority and Approbation of Three Fourths of the Proprietors present, either personally or by Proxy, at some Meeting specially convened for the Purpose, from Time to Time to demise and lease to the Company the whole or any Part of their Undertaking and Property, for any Period and on any Terms that they may think proper, and for the Company, by and with the like Authority and Approbation on the Part of their Proprietors, to enter into and accept any such Lease; and such Lease or Leases shall entitle the Lessees to the full Use and Enjoyment, during the Continuance thereof, of the Works and Property comprised in such Lease; and during such Lease or Leases, and subject to the special Stipulations, if any, therein contained, the Lessees shall and may have

all the Powers and Privileges which they would or might have had and exercised under this Act if the Works and Property leased had been absolutely purchased by them from the *Dudley* Waterworks Company under the Powers for that Purpose herein-before contained.

The Meeting of Shareholders of Dudley Company consenting to hold One Half the Capital.

XLIX. Provided always, That with respect to the Consent of the *Dudley* Waterworks Company at the Special Meeting to be held for such Sale or Lease, such Three Fourths of the Proprietors so present at the Meeting shall represent more than One Half of the Value of the Capital and Number of Shares of the Company, or, if otherwise, that the Approbation of such Three Fourths of the Proprietors at such Meeting shall be subsequently confirmed by the Consents in Writing of a sufficient Number of other Shareholders to make up, with the Shares held by the Proprietors present at the Meeting, more than One Half of the whole Number of Shares in the Company.

Dissolution of Company after Purchase or Amalgamation.

L. That from and after such Purchase, and when and so soon as all Debts of the *Dudley* Waterworks Company shall have been discharged, and the Affairs of the said Company wound up, the said *Dudley* Waterworks Company shall be dissolved.

For Protection of the Earl of Bradford's Walsall Estate.

LI. That the Company, shall within Two Years after the passing of this Act, at their own Expense, form a good and substantial Road of the Width of Forty Feet, including Footpaths on each Side of the Width each of Six Feet at the least, such Road or Street to lead in a Westerly Direction from the Workhouse in the *Pleck Road* in *Walsall*, and along the Workhouse Wall, from and by way of Continuation of *Bridgeman Street*, and to be carried or continued in a straight Line unto and alongside of the Foot of the Northern Embankment of the Moat, as far as the Road that passes at a Right Angle from opposite the Moat or Moat Gardens, and leads into the *Wolverhampton Road*; and the Company shall within the Period aforesaid fence on each Side of the said Road, and form the said Road ready for metalling, to the Satisfaction of the Surveyor for the Time being of the Right Honourable *George Augustus Frederick Henry* Earl of *Bradford*, or the Person or Persons who for the Time being may be entitled to the *Walsall* Estate of the said Earl; and the Company shall make their Aqueduct along the said Road or Street, and not in any other Direction, but so always that the Land or Ground of such Street or Road remain the Property of the said Earl, or the Person or Persons who may be thus entitled, but subject to the Right of Way or Road thereover, and to the Right of the Company to lay, construct, repair, and maintain the Aqueduct under the same; but so that when and as the said Company shall have Occasion to break up or disturb the said Road or Street for the Purpose of their Aqueduct or Waterworks, or for repairing the same, they shall do so, avoiding as much as possible

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all Inconvenience therefrom to the said Earl, or the Person or Persons for the Time being entitled to the said *Walsall* Estate, or to his and their Lessees and Tenants, and to all Persons having Occasion to use, or to pass or repass along or over the said Road or Street, and shall and do make the same Road or Street good again with all due Expedition.

Company to construct a Watering Place.

LII. That the said Company shall, previously to disturbing the present Road, or fencing off the same, at their own Expense form or construct a Watering Place, and supply the same with Water, for the Use of the Farm of the said Earl of *Bradford*, now in the Occupation of Mr. *John Smith* and *John Smith* junior, to the reasonable Satisfaction of the Surveyor of the said Earl, or the Person or Persons entitled to the said *Walsall* Estate, and shall also pay to the said Earl, or the Person or Persons so entitled, a full Price or Consideration for the Land or Ground belonging to the said Earl, or such Person or Persons so entitled as aforesaid, to be taken for the said Undertaking (except such Land as shall be used for making the said Road or Street, which Land is not to be paid for by the said Company); and the said Company shall also pay to the said Earl, or the Person or Persons so entitled, a yearly Rent of Three Pounds for the Right to and Use of the Water arising within the said Moat: Provided always, that nothing in this Act recited or contained shall authorize or empower the said Company to take for their Undertaking any Land or Ground nearer to the said High Road from *Walsall* to *Wolverhampton* than the Foot of the Northern End of the Embankment of the said Moat, or to take any Land nearer the said *Wolverhampton* High Road than a Line to be drawn along the Northern End of the said Embankment, and then in a straight Direction to the Bridge built over the *Anson* Canal for the Accommodation of the said Earl of *Bradford* and his Lessees, or to take any Land nearer the said *Wolverhampton* High Road than the Southerly Side of the said Road or Street hereinbefore directed to be made in continuation of *Bridgeman Street*, or to take any Land or Ground situate on the East of the Water of the said Moat, except sufficient for an Earthern Embankment, and Ten Feet beyond such Embankment.

Company may use the private Road for their Pipes.

LIII. That the said Company may lay Main and other Pipes in, through, and under the private Road belonging to the said Earl which leads from opposite the said Moat Garden into and communicates with the public Road from *Walsall* to *Wolverhampton*, and along the whole Course or Direction thereof, or in, through, or under any other Road or Street to be substituted at the Request of the said Earl, or the Person or Persons so interested or entitled as aforesaid, which will so communicate with the said *Walsall* and *Wolverhampton* Road; and the said Company shall be at liberty to have over the said

said private Road, or substituted Road or Street, a Right of Way from Time to Time for constructing, repairing, and maintaining their Works, and also shall be at liberty from Time to Time to enter into such private Road, or such substituted Road, or any other private Roads of the said Earl in *Walsall*, for laying Mains and Pipes, and inspecting and repairing and relaying the same, the said Company, in the Exercise of the Powers aforesaid, doing as little Damage as may be, and reinstating the same, with all reasonable Expedition, to the reasonable Satisfaction of the said Earl or the Person or Persons so interested or entitled.

Not to interfere with Springs required for the Close, Lichfield.

LIV. Provided always, That nothing in this Act contained shall extend to or be deemed to interfere with any Right or Rights which the Dean and Chapter of the Cathedral Church of *Lichfield*, or the Inhabitants of the Close of the said Cathedral Church, now have to any Springs or Streams arising above or flowing into the *Minster Pool*, or to any Pipes or Reservoirs or Privileges whatsoever in any way connected therewith.

Company to alter Sewers under Superintendence.

LV. Provided also, That all Alterations of any Sewers or Drains, or any new Sewers or Drains to be respectively made by the said Company, which shall be connected with the Property of the said Dean and Chapter, or Inhabitants of the said Close, or other Owners of Houses or Land in the said Close, shall, so far as the same shall be made on or below Lands of the said Dean and Chapter, Inhabitants or Owners, be made and constructed under the Superintendence and to the Satisfaction of a Surveyor to be appointed by the said Dean and Chapter; and the said Company shall at all Times thereafter, at their own Cost, repair and maintain and cleanse all such new Drains and Alterations of Drains to the Satisfaction of the said Surveyor.

Arbitration with Dean and Chapter, in case of Dispute.

LVI. Provided always, That if any Dispute shall arise between the said Company and the said Dean and Chapter, relative to the Construction or Maintenance of the said Sewers and Drains, the same shall be referred to and settled by Arbitration in the Mode prescribed by the "Lands Clauses Consolidation Act, 1845," in reference to Cases of disputed Compensation thereby agreed to be settled by Arbitration.

For Protection of the Feoffees of the Lichfield Conduit Lands, &c.

LVII. Provided always, That, in case the Feoffees and Sidesmen of the *Conduit Lands*, or the Mayor, Aldermen, and Citizens of the City of *Lichfield*, shall deem it expedient to increase the present Supply of Water to the Inhabitants of the said City for domestic or sanitary Purposes, including flushing Sewers and watering Streets, and not for Profit, and either alone or together shall undertake the necessary and proper Works for such Purposes, and shall thereby diminish

diminish the Flow of Water in the Streams which now run into the *Minster Pool*, neither the said Feoffees and Sidesmen, nor the said Mayor, Aldermen, and Citizens, shall be held liable to make Compensation to the said Company for any such Diminution, and that all Right and Interest in the said Streams vested in the said Company by virtue of this Act or otherwise shall be always subject to this Reservation, and any Water obtained by such Works, and not required for the Purposes aforesaid, shall be turned into or be permitted to flow into the said Streams or Pools.

Proviso as to Increase of Supply of Water by said Feoffees, &c.

LVIII. Provided also, That the Company shall not at any Time prevent or hinder the Feoffees and Sidesmen of the Mayor, Aldermen, and Citizens from increasing such present Supply for such domestic and sanitary Purposes, not for Profit, so that they or any or either of them do not take or use any of the Lands or Works of the Company which the said Company are by this Act authorized to take or execute without their previous Consent.

Provisions for the Protection of the London and North-western and South Staffordshire Railway Companies.

LIX. And whereas the Works by this Act authorized comprise an Aqueduct, Conduit, or Main Pipe, which, under the Powers of this Act, may be made, laid down, and maintained along the Line of the *London and North-western* Railway in the County of *Stafford*, and Aqueducts, Conduits, or Main Pipes which are to be made, laid down, and maintained along the Line of the *South Staffordshire* Railway, and it is indispensably necessary that the said Works should be constructed and maintained so as not to interfere with the Safety or Convenience of the Traffic upon the said Railways or either of them, and so as to cause no Prejudice thereto: Therefore, notwithstanding anything contained in this Act, or in any Act incorporated therewith, it shall not be lawful for the Company to enter upon or interfere with the said Railways or either of them, or any Part thereof respectively, or the Lands and Works thereof or belonging thereto respectively, or to execute any Work whatsoever under or over or adjoining the same, until after the Company shall have delivered to the *London and North-western* and *South Staffordshire* Railway Companies, and the Lessee or Lessees for the Time being of the last-named Company, Plans and Drawings of so much of the Works proposed to be so executed as affect the Lines of Railway before mentioned, with Specifications in Writing describing the proposed Manner of executing the same, and shall have obtained from the principal Engineer of the *London and North-western* and *South Staffordshire* Railway Companies respectively, and of the Lessee or Lessees for the Time being of the last-named Company, a Certificate under his Hand or their Hands approving of such Plans, Specifications, and proposed Manner of executing the said Works, and the same shall be executed accordingly under the Superintend-

ence and to the reasonable Satisfaction of such principal Engineer or Engineers for the Time being of the said Railway Companies respectively, and of the Lessee or Lessees by whom the said *South Staffordshire* Railway shall be worked and used, and in no other Manner, without the Consent in Writing of the said Railway Companies respectively under their respective Common Seals, and of such Lessee or Lessees under his Hand or their Hands: Provided always, that such Engineer shall, within Twenty-one Days next after the Delivery of such Plans and Specifications to him, signify his Approval or Disapproval thereof, and if he disapprove of the same the Matter in question shall in such Case be referred to and be settled by Arbitration in manner herein-after mentioned; provided also, that if such Engineer shall not within Thirty Days next after the Delivery of such Plans and Specifications to him signify his Approval or Disapproval thereof in Writing, as herein-before required, he shall be deemed to have approved thereof, and the said Waterworks Company may thereupon proceed with the Works in the same Way as if they had obtained the Certificate under the Hand of such Engineer approving of such Plans, Specifications, and proposed Manner of executing the said Works.

Not to take the Lands of the London and North-western and South Staffordshire Railways, without consent.

LX. Provided always, That nothing contained in this Act or in any Act incorporated herewith shall authorize the Company to take or enter upon any of the Lands or Grounds belonging to the said Railway Companies or either of them, or to alter, vary, or interfere with the said Railways or either of them, or any of the Works thereof respectively, further or otherwise than is hereby expressly authorized, without the respective Consents in Writing under the Common Seal of the said Railway Companies respectively in every instance for that Purpose first obtained.

Powers of Waterworks Company limited as regards Interference with London and North-western and South Staffordshire Railway Companies, and Provisions as to Repairs, &c.

LXI. Provided always, That, notwithstanding anything contained in this Act or in any Act incorporated therewith, it shall not be lawful for the Company, without such Consent of the said *London and North-western* or *South Staffordshire* Railway Companies respectively, and of the Lessee or Lessees for the Time being of the last-named Company, to acquire any Right or Property in any of the Lands of the said Railway Companies or either of them, other than the Right, subject to the Provisions of this Act, of executing the several Works necessary and proper for constructing and maintaining the Works by this Act authorized, over, upon, through, or under the Lands of the said Railway Companies or either of them, and for repairing the same Works; and all such Repairs shall from Time to Time be done under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of the said Railway Companies respectively, and the Lessee or Lessees by whom the

the *South Staffordshire* Railway shall be worked and used, and, if such Engineer shall in Writing so require, according to the Plans, Drawings, and Specifications to be approved in manner herein directed with reference to the original Construction of the same Works; and that the Company shall, on Demand, pay to the said Railway Companies respectively, and the Lessee or Lessees for the Time being of the last-named Company, all Expenses reasonably and fairly occasioned to or incurred by them for or by reason of the Construction and Maintenance or Repair of all or any of the Works upon, over, under, or across the said Railways respectively, and the Lands and Works thereof respectively authorized by this Act or any Act incorporated therewith, or for or by reason of the Superintendence by the said Railway Companies respectively or the Lessee or Lessees of the said *South Staffordshire* Railway Company of the Construction, Maintenance, and Repair of the same Works.

Penalty in case of Interruption of Traffic on Railways.

LXII. That if by reason of the Construction of any of the Works hereby authorized to be made upon, over, or under the said Railways respectively any Interruption shall at any Time be occasioned to the Traffic passing thereon respectively, or if any such Interruption shall be occasioned during any Repairs of the Works of the Company by this Act authorized, or for or by reason of any Want of Repair or due or proper Maintenance thereof, the Company shall forfeit and pay to the *London and North-western* Railway Company, in case such Interruption shall occur on that Railway, and to the Lessee or Lessees of the said *South Staffordshire* Railway, in case such Interruption shall occur on the *South Staffordshire* Railway, during the Continuance of the Lease, and if after the Expiration of such Lease, then to the *South Staffordshire* Railway Company, the Sum of One hundred Pounds for every Day during which such Interruption shall continue; and the same Sum may be recovered, with full Costs of Suit, by the said *London and North-western* Railway Company, and the Lessee of the said *South Staffordshire* Railway, and by the *South Staffordshire* Railway Company, from the Company, in any Court of competent Jurisdiction.

Saving Rights of the London and North-western and South Staffordshire Railway Companies.

LXIII. That, except as herein expressly provided, nothing herein contained shall extend or be construed to prejudice, diminish, alter, or take away any of the Rights, Powers, Hereditaments, or Authorities of or belonging to or vested in the *South Staffordshire* and *London and North-western* Railway Companies, or either of them, or in the Lessee or Lessees for the Time being of the first-named Railway Company.

Interference with or Removal of Works, &c. of the Com-

LXIV. That if, after the Construction of the Works by this Act authorized on the Lands of the *London and North-western* and *South Staffordshire* Railway Companies, either of the said Railway Companies, or, as regards the *South Staffordshire* Railway, the Lessee of

pany to be at the Company's Expense, and to the Satisfaction of the Engineer of the Railway Companies.

of such Railway, shall find it expedient to make such Repairs or Alterations in their respective Railways, Stations, or Works as shall render necessary any Interference with the Works of the Company, or the Removal thereof to another Part of the Lands of such Railway Company, such Interference or Removal shall be made by and at the Expense of the Company, and to the reasonable Satisfaction of the Engineer of such Railway Company.

Appointment of Arbitrator.

LXV. That if any Dispute shall arise between the Engineers of the respective Companies as to the Execution of the Powers of this Act, the same Dispute shall be settled by *James Meadows Rendel* Esquire, or in case of his Death or Refusal or Incapacity, by a competent Engineer to be appointed by the President for the Time being of the Institution of Civil Engineers.

Pipes to be altered, at Request of Canal Company.

LXVI. That if and as often as at any Time hereafter the Company of Proprietors of the *Birmingham* Canal Navigation shall have occasion to raise, rebuild, or alter any existing Bridge or Bridges belonging to the same Company, or to erect any new Bridge or Bridges, over or under any Road in or along which any Pipes may be carried by the said Waterworks Company under the Powers of this Act, any Alteration of such Pipes so made necessary shall in the Case of any existing Bridge or Bridges be made, and the Pipes shall be replaced, by the said Waterworks Company, at their Expense, and in the Case of any new Bridge or Bridges at the Expense of the said Company of Proprietors, and the said Company of Proprietors shall not be liable to make Compensation for any Damage, Loss, or Injury occasioned thereby; but no such raising, rebuilding, altering, or Erection shall be commenced, except in case of Emergency, until Seven Days after Notice of the Intention of the said Company of Proprietors in that Behalf to the said Waterworks Company; and in case any Difference shall arise between the said Companies as to the Cost of such Alteration and replacing, the same shall be settled by Arbitration in the Mode prescribed by the Railways Clauses Consolidation Act, 1845.

Company not to impede Birmingham Canal.

LXVII. Provided always, That it shall not be lawful for the said Waterworks Company in any Manner to impede the Navigation of any of the Canals of the said Company of Proprietors, and that in laying down, altering, and maintaining any Pipes over, under, across, or by the Side of any of the Bridges of the said Company of Proprietors the same shall be laid down, altered, and maintained by the said Waterworks Company so and in such Manner as not to injure the said Bridges, or intercept the free Passage under the same, and (save as aforesaid) the said Waterworks Company shall not take or in any Manner interfere with any of the Works or Property of the said Company of Proprietors, without their Consent in Writing under their Common Seal first had and obtained.

LXVIII. That

Springs, &c. of the Birmingham Canal Company preserved.

LXVIII. That nothing herein contained shall authorize or empower the said Waterworks Company to take away, obstruct, or lessen any Springs, Brooks, Streams, Feeders, Drains, Waters, or Watercourses which the said *Birmingham* Canal Company are by Law authorized or empowered to take for the Use of the said Canals, any or either of them, or to take away or obstruct or in any Manner impede the free Use of any Communication already made between the Water of the said Canals or any of them and any Steam Engine, or to take away or prejudice the Right of any Person to make such Communication, pursuant to the Provisions of the Acts of Parliament for regulating or otherwise relating to the said *Birmingham* Canal Navigation or any of them.

The Company in making Reservoirs not to take Water from certain Drains, &c. passing into the Birmingham Canal.

LXIX. That in making the said Reservoir firstly herein-before described near where the Turnpike Road called the *Old Chester Road* crosses the *South Staffordshire* Railway, or otherwise in the Execution of the Works by this Act authorized, it shall not be lawful for the Company to take or use the Waters of the Drain or Feeder now passing into the said *Birmingham* Canal at or near *Brownhills*, so as to prevent the same from flowing into the said Canal, nor in making the said Reservoir near to the *Dudley Port* Station to take or use the Waters now flowing along the Drain or Feeder there into the *Walsall* Level of the said *Birmingham* Canal at or near *Dudley Port*.

The Company and the Birmingham and Staffordshire Gaslight Company reciprocally to make good any Damage caused by the one Company to the other.

LXX. That if in carrying into execution any of the Powers by this Act granted any Injury or Damage shall be done or committed by the Waterworks Company incorporated by this Act to any of the Pipes or Apparatus of the *Birmingham and Staffordshire* Gaslight Company, or if in the Execution of the Powers vested in the said Gas Company any Injury or Damage shall be done by such Gas Company to the Pipes or Apparatus of the said Waterworks Company, such Injury or Damage shall be, as soon as may be, made good and repaired by the Company causing such Injury or Damage; and in case such Company causing such Injury or Damage fail to make good and repair the same, it shall be lawful for the Company sustaining such Injury or Damage to cause such Pipes and Apparatus so injured or damaged as aforesaid to be effectually repaired and made good; and the reasonable Costs and Charges attending the same, together with the Amount of all Damage or Loss which may accrue to the said last-mentioned Company from the Escape of Gas or Water, as the Case may be, shall be defrayed and paid by the Company causing such Injury or Damage. and the same shall be ascertained and settled and recovered in the same Manner as Damages not specially provided for may under the Provisions of this Act be recovered.

Notice to be given by either of the said Companies to the other as to opening the Surface of Streets.

LXXI. That the said Waterworks Company shall and they are hereby required to give to the said *Birmingham and Staffordshire* Gaslight Company, or their Clerk, at least Twenty-four Hours previous Notice in Writing before the said Waterworks Company shall open the Surface of any Street or Ground for laying down any Main Pipes or other Apparatus under the Powers of this Act, in which Street or Ground the Main Pipes or other Apparatus of the said Gas Company are laid, and the Gas Company shall give a like Notice to the Waterworks Company or their Clerk of their Intention to open the Surface of any Street or Ground in which the Main Pipes or other Apparatus of the Water Company are laid down; and the Notice so given by either of such Companies shall state the Time and Place at which the Company giving the Notice intend to commence Operations, and the general Direction in which they intend to proceed; and in default of such Notice being given the Company failing to give such Notice shall forfeit to the Company to whom such Notice ought to have been given for every such Offence any Sum not exceeding Forty Shillings: Provided always, that it shall not be necessary for either Company to give any such Notice in respect of the laying down or altering any Service Pipe from their Main Pipes for the Supply of Houses or Buildings.

Gas Company may alter the situation of Pipes of Water Company not placed in accordance with this Act.

LXXII. That if any Pipe or other Apparatus of the Waterworks Company be so laid in any Street that the Pipes or other Apparatus of the Gas Company then laid therein shall be placed with reference to such Water Pipe or other Apparatus contrary to the Provisions with respect to the Distance of Gas Pipes from Water Pipes contained in the Act relating to the said Gas Company, it shall be lawful for the Gas Company, at the Expense of the Waterworks Company, to alter such Gas Pipe or other Apparatus in such Manner so that the same shall not be contrary to the Provisions of the said Act; and in case any Dispute shall arise as to the Necessity or Extent of such Alteration the same shall be settled by any Justice; and the reasonable Expenses so incurred by the Gas Company in making such Alteration may be recovered from and against the Waterworks Company in the same Manner as Damages not specially provided for may be recovered from or against the Company.

This Act not to prejudice Rights of Staffordshire Gaslight Company under 6 G. 4. c. lxxix. 8 & 9 Vict. c. lxvi.

LXXIII. Provided always, That nothing in this Act contained shall extend or be construed or deemed to extend to prejudice or in any Manner affect any of the Rights, Powers, or Authorities of the *Birmingham and Staffordshire* Gaslight Company, under or by virtue of an Act of Parliament passed in the Sixth Year of the Reign of His late Majesty *George* the Fourth, intituled *An Act to establish an additional Company for more effectually lighting with Gas the Town of* Birmingham *and certain other Parishes and Places in the Counties of* Warwick *and* Stafford, or the Rights, Powers, and Authorities of the said

said *Birmingham and Staffordshire* Gaslight Company under or by virtue of an Act of Parliament passed in the Ninth Year of the Reign of Her Majesty Queen *Victoria*, intituled *An Act to enlarge the Powers of the* Birmingham and Staffordshire *Gaslight Company*, or either of them.

Providing against Accidents by the bursting of any impounding Reservoir.

LXXIV. And in order to provide against Accidents to Life or Property by the bursting of any Impounding Reservoir authorized to be made and maintained under the Provisions of this Act, be it enacted, That whenever it shall be represented to Two Justices, by the Owners or Occupiers of any Dwelling House, Mill, or Factory situate below any such Reservoir as aforesaid, and so as to be in danger of being destroyed or injured by the Water of such Reservoir in case it should escape therefrom, that such Reservoir is in a dangerous State, such Justices shall forthwith make Inquiry into the Truth of such Representation; and if they shall be satisfied that such Reservoir is in a dangerous State they shall, by Writing under their Hands, order and require the Company, within a Time to be specified in such Writing, to put such Reservoir into a proper State of Repair, or construct such Works as may be necessary to remove the Danger; and in case the Company shall not, within the Time so limited, and to the Satisfaction of the Justices who shall have made such Order, or of any Two other Justices, have repaired the said Reservoir or constructed the said Works, or in case, upon receiving such Representation as aforesaid, the Justices shall consider the Danger to be so imminent as not to admit of Delay, they may, if they shall think fit, by Writing under their Hands, order and direct the Officer in charge of such Reservoir, or any other Person or Persons whom they may think proper, to enter upon the Premises of the Company, and to open the Sluices of such Reservoir, or otherwise to let off so much of the Water from such Reservoir as may be necessary to remove the Danger, and to keep the Water in such Reservoir at the reduced Level until the said Reservoir shall have been repaired, or such Work as aforesaid shall have been constructed to the Satisfaction of the Justices who shall have made such Order, or any other Two Justices as aforesaid, and who shall signify their Satisfaction by Writing superseding such Order, or until such Order shall be superseded upon Appeal, as herein-after mentioned; and such Order may be in the Form or to the Purport and Effect following; (that is to say,)

'To *A. B.*

'WE, the undersigned, Two of Her Majesty's Justices of the Peace 'for the County of Stafford, do hereby order and direct you, and 'such Person or Persons as you may require to aid and assist you 'therein, forthwith to do all such Acts as may be necessary to lower 'the Water in a certain Reservoir known as the Reservoir by the Space of Feet or thereabouts, and to keep 'the same at that Level until you shall be further instructed by us, or 'by

'by Two other Justices of the Peace for the said County, and you 'shall do as little Injury as possible to the Property of the Company, 'and in acting in obedience to the Premises this shall be your sufficient

'Warrant.

'Given under our Hands, this Day of in the 'Year of our Lord

'(Signed) *C. D.*
'*E. F.*'

And no Person acting under and in pursuance of such Order shall be deemed a Trespasser; and any Person who shall obstruct or prevent such Person in the Discharge of such Order, or shall wilfully do any Act in contravention of such Order, shall for every such Offence be liable to a Penalty not exceeding Fifty Pounds: Provided always, that, except where the Urgency of the Case will not admit of the Delay, the Justices, before making an Order to repair any such Reservoir, or to construct any Works as aforesaid, or to lower the Water in any such Reservoir, shall cause Notice to be given to the Company, and shall hear and consider any Evidence that may be tendered on behalf of the Company against the making of such Order: Provided also, that if the Company shall consider themselves aggrieved by any such Order they may appeal against the same to any Quarter Sessions, upon giving to the Justices who shall have made such Order Three Weeks Notice in Writing of the Grounds of such Appeal, and the Court of Quarter Sessions shall hear and determine such Appeal, and may either confirm or supersede the Order of the said Justices, as they may think proper, but until such Order shall be superseded it shall continue in full Force; and all the Costs, Charges, and Expenses of applying for, obtaining, and enforcing such Order shall be borne by the Company, unless the Justices making the Order shall direct such Costs, Charges, and Expenses, or a proportionate Part of them, to be borne by the Parties applying for such Order, which they are hereby authorized to do; and the Costs of any such Appeal as aforesaid shall be in the Discretion of the said Court of Quarter Sessions.

Expenses of Act.

LXXVI. That all the Costs, Charges, and Expenses of and incident to the passing of this Act, and preparatory thereto, shall be paid by the Company.

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