CHAPTER lxxv.

An Act to enable the Staffordshire Potteries Waterworks Company to construct additional waterworks to sanction and confirm the construction of existing works to extend the limits of supply to raise additional capital and for other purposes. [7th August 1912.]

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WHEREAS the Staffordshire Potteries Waterworks Company (in this Act called "the Company") are incorporated and empowered by and under the Acts described in the First Schedule to this Act (in this Act referred to as "the Company's Acts") to maintain certain existing and to construct additional waterworks and to supply water within the limits thereby respectively defined:

And whereas the following is a statement of the capital of the Company authorised by the said Acts and of the amount of such capital issued and paid up:—

Act authorising Capital.	Amount authorised.	Description of Capital and Amount issued.	Amount paid up.
	£		
The Company's Act of 1853.	105,000	Share capital consisting of £105,000 fully paid up stock.	Fully paid up.
The Company's Act of 1861.	35,000	Share capital consisting of £35,000 fully paid up stock.	Fully paid up.
The Company's Act of 1868.	105,000	Share capital consisting of £105,000 fully paid up stock.	Fully paid up.

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Capital authorised by the Company's Act of 1888:—

Amount authorised to include Premiums.	Description of Capital and Amount issued and Premiums.		Total Capital issued including Premiums.	Amount paid up.
	Share Capital available for Dividend.	Premiums not available for Dividend.		
£	£	£ s. d.	£ s. d.	
180,000	90,385	56,930 12 0	147,315 12 0	Fully paid up.

And the following is a statement of the loan capital of the Company authorised by the said Acts:—

Act.	Capital in respect of which Borrowing Powers exerciseable.		Amount authorised to be borrowed.	Amount raised by perpetual 4 per cent. Debenture Stock.
		£	£ s. d.	£ s. d.
The Company's Act 1853.	Share capital -	105,000	30,000 0 0	
The Company's Act 1861.	Share capital -	35,000	8,750 0 0	
		140,000	38,750 0 0	
The Company's Act 1868.	Share capital -	105,000	26,250 0 0	
		245,000	65,000 0 0	65,000 0 0

Loan capital authorised by the Company's Act of 1888:—

Capital in respect of which Borrowing Powers exerciseable to include Premiums.	Amount authorised to be borrowed to include Premiums.	Amounts raised by perpetual 3½ per cent. Debenture Stock and Premiums.		Total issued and paid up including Premiums.
		Stock available for Interest.	Premiums not available for Interest.	
£	£	£	£ s. d.	£ s. d.
180,000	60,000	45,850	3,171 10 0	49,021 10 0

And whereas the demand for water within the limits of the Company for the supply of water has increased and is still increasing and for the better and more effectually enabling the Company to meet such demand and to carry out the objects and purposes of their water undertaking it is expedient that power should be conferred upon the Company to construct additional waterworks and that the construction of certain existing works by the Company and the acquisition of certain lands acquired by the Company for the purposes of their water undertaking should

be confirmed and that the limits within which the Company may supply should be extended and that further powers should be conferred on the Company with reference to the purchase or lease of additional lands and the acquisition of water rights and that such other provisions as are in this Act contained should be made with reference to the Company and their water undertaking:

And whereas it is expedient that the Company should be empowered to raise additional capital for the purposes of this Act and the general purposes of their undertaking and to apply their funds to those purposes:

And whereas plans and sections showing the lines situations and levels of the new works authorised by this Act and the lands to be acquired under this Act with a book of reference to those plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of such lands were duly deposited with the clerk of the peace for the county of Stafford and are hereinafter respectively referred to as the deposited plans sections and book of reference:

And whereas the purposes 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 King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

1. This Act may be cited as the Staffordshire Potteries Waterworks Act 1912.

Citation of Acts.

2. This Act and the Acts described in the First Schedule to this Act as altered and amended by this Act may be cited together as the Staffordshire Potteries Waterworks Acts 1853 to 1912.

Incorporation of Acts.

3. The following Acts and parts of Acts (so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act) are hereby incorporated with this Act (namely):—

The Lands Clauses Acts;

The Waterworks Clauses Acts 1847 and 1863 subject as respects the former of these Acts to the exception in

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section 4 of the Company's Act of 1853 contained and to the omission in section 44 of the words "with the "consent in writing of the owner or reputed owner of "any such house or of the agent of such owner";

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say):—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money by the Company on mortgage or bond;

The consolidation of the shares into stock;

The general meetings of the Company and the exercise of the right of voting by the shareholders;

The making of dividends;

The giving of notices; and

The provision to be made for affording access to the special Act by all parties interested;

Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts; 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 but such last-mentioned provisions shall apply only to Work No. 3 by this Act authorised and in construing those provisions for the purposes of this Act the expressions "the railway" and "the centre of the railway" shall respectively mean the said work and the boundaries thereof respectively.

4. In this Act— Interpretation.

The several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction;

The expressions "the waterworks" and "the water undertaking" mean all works of the Company authorised by the Acts described in the First Schedule to this Act and all the works by this Act authorised or confirmed and the undertaking connected therewith respectively;

The expression "the limits of water supply" means the limits within which the Company are authorised to supply water by the Acts described in the First Schedule to this Act and this Act;

The expression "the new works" means the new works by this Act authorised and shown on the deposited plans and sections;

The expression "the existing works" means the existing works the construction of which is sanctioned and confirmed by this Act.

5. Subject to the provisions of this Act the Company may make and maintain in the county of Stafford the following new works in the situations and according to the lines and levels shown on the deposited plans and sections (that is to say):— Power to make new works.

Work No. 1 A pumping station (hereinafter referred to as "the Mill Meece Pumping Station") with wells borings drifts standages and other works connected therewith situate in the parish of Eccleshall in the county of Stafford in the enclosure belonging or reputed to belong to the Company and numbered 314 on the $\frac{1}{2500}$ Ordnance map of the said parish (second edition 1901 sheets XXIII. 15 and XXIX. 3) at a distance of eight hundred and fifty yards or thereabouts measured in a north-westerly direction from the Duke of York Inn buildings at Mill Meece in the said parish of Eccleshall:

Work No. 2 An aqueduct line or lines of pipes commencing from or out of the Mill Meece Pumping Station and terminating at or in the Meece Brook at a point situate

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three hundred and fifty yards or thereabouts measured in a north-westerly direction from the Duke of York Inn buildings aforesaid which said intended aqueduct line or lines of pipes is wholly situate in the parish of Eccleshall in the county of Stafford:

Work No. 3 A service reservoir and other works connected therewith (hereinafter referred to as "the additional Hanchurch Reservoir") situate in the parish of Swynnerton in the county of Stafford in the enclosure belonging or reputed to belong to the Company and numbered 353 on the $\frac{1}{2500}$ Ordnance map of the said parish (second edition 1901 sheet XXIII. 4) and adjoining the Company's existing Hanchurch Service Reservoir on the south-east side thereof in the said parish of Swynnerton:

Work No. 4 An aqueduct line or lines of pipes commencing from or out of the Mill Meece Pumping Station in the parish of Eccleshall and terminating at or in the additional Hanchurch Service Reservoir and the Company's existing Hanchurch Service Reservoir in the parish of Swynnerton which said intended aqueduct line or lines of pipes will be made or pass from in through or into the parishes of Eccleshall and Swynnerton in the county of Stafford:

Work No. 5 An aqueduct line or lines of pipes commencing from or out of the Company's existing Hatton Pumping Station in the parish of Swynnerton and terminating by a junction with the intended aqueduct line or lines of pipes (Work No. 4) at or near the Clifford's Wood Farm buildings in the parish of Swynnerton which said intended aqueduct line or lines of pipes will be made or pass from in through or into the parish of Swynnerton in the county of Stafford:

Work No. 6 An aqueduct line or lines of pipes commencing by a junction with the intended aqueduct line or lines of pipes (Work No. 4) at or near the Clifford's Wood Farm buildings in the parish of Swynnerton and terminating at or in the Company's existing Meir Service Reservoir in the parish of Longton which said intended aqueduct line or lines of pipes will be made or pass from in through or into the parishes of Swynnerton Stone Rural Barlaston Trentham and Longton all in the county of Stafford:

Work No. 7 A pumping station (hereinafter referred to as "the Cresswell Pumping Station") with wells borings drifts standages and other works connected therewith situate in the parish of Draycott-in-the-Moors in the county of Stafford in the enclosures belonging or reputed to belong to the Company and numbered 384 385 394 395 and 396 respectively on the $\frac{1}{2500}$ Ordnance map of the said parish (second edition 1901 sheet XXV. 1) at a distance of three hundred yards or thereabouts measured in a north-westerly direction from the Cresswell Railway Station buildings of the North Staffordshire Railway Company in the said parish of Draycott-in-the-Moors:

Work No. 8 An aqueduct line or lines of pipes commencing from or out of the Cresswell Pumping Station and terminating at or in the Company's existing Meir Service Reservoir in the parish of Longton which said intended aqueduct line or lines of pipes will be made or pass from in through or into the parishes of Draycott-in-the-Moors Forsbrook Caverswall Longton and Stone Rural all in the county of Stafford:

Work No. 9 An aqueduct line or lines of pipes commencing from or out of the Company's existing service reservoir at Ladder Edge in the parish of Longsdon and terminating by a junction with the Company's existing aqueduct line or lines of pipes at a point in the Leek New Road four hundred and fifty yards or thereabouts measured in a north-easterly direction from the Stockton Brook Railway Station buildings of the North Staffordshire Railway Company in the parish of Endon and Stanley which said intended aqueduct line or lines of pipes will be made or pass from in through or into the parishes of Longsdon and Endon and Stanley all in the county of Stafford.

Confirmation of existing works.

6. The construction by the Company in the county of Stafford of the existing works next hereinafter described is hereby sanctioned and confirmed and the said works shall be deemed to have been lawfully constructed and form part of the undertaking of the Company and may be maintained continued extended and improved by the Company (that is to say):—

Work No. 10 A pumping station (hereinafter referred to as "the Stockton Brook Pumping Station") with other works

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connected therewith situate in the parish of Norton-in-the-Moors in the rural district of Leek in the county of Stafford in the enclosure belonging or reputed to belong to the Company and numbered 874 on the $\frac{1}{2500}$ Ordnance map of the said parish (second edition 1899 sheet XII. 3):

Work No. 11 An aqueduct line or lines of pipes commencing from or out of the Stockton Brook Pumping Station and terminating at or in the Company's existing Brown Edge Service Reservoir in the parish of Norton-in-the-Moors which said aqueduct line or lines of pipes is wholly situate in the parish of Norton-in-the-Moors in the rural district of Leek in the county of Stafford:

Work No. 12 A service reservoir and other works connected therewith (hereinafter referred to as "the Brown Edge Reservoir") situate partly in the parish of Norton-in-the Moors and partly in the parish of Endon and Stanley in the rural district of Leek in the county of Stafford in the enclosures belonging or reputed to belong to the Company and numbered 244 and 453 on the $\frac{1}{2500}$ Ordnance map of the said parish (second edition 1899 sheet VII. 14) and near to the Blue Stone Farm buildings in the said parish of Endon and Stanley:

Work No. 13 An aqueduct line or lines of pipes commencing from or out of the Brown Edge Reservoir in the parish of Endon and Stanley in the rural district of Leek in the county of Stafford and terminating in the enclosure numbered 265 on the $\frac{1}{2500}$ Ordnance map of the said parish (second edition 1899 sheet VII. 15) at a point therein one hundred and sixty yards or thereabouts measured in an easterly direction from the Blue Stone Farm buildings in the said parish of Endon and Stanley:

Together with all incidental and ancillary pipes filters works and apparatus And the Company may subject to the Lands Clauses Acts retain hold and use for the purposes of the undertaking all or any of the lands or any interest in any lands already acquired by the Company for the purposes of or in connection with the said works Provided that the said lands so acquired by the Company shall for the purposes of section 3 of the Housing of the Working Classes Act 1903 be deemed to have been acquired under the powers of this section.

Power to make subsidiary works.

7. In addition to the new works and to the existing works the Company may upon the lands shown on the deposited plans and described in the deposited book of reference make and maintain all such cuts channels catchwaters tunnels adits pipes conduits culverts drains sluices byewashes shafts wells bores water towers overflows waste-water channels gauges filters tanks banks walls bridges embankments piers approaches engines machinery buildings and chimneys and appliances as may be necessary or convenient in connection with or subsidiary to the before-mentioned new and existing works or any or either of them.

Limits of deviation.

8. In the construction of the new works the Company may deviate to any extent not exceeding the limits of deviation shown on the deposited plans and where on any road no such limits are shown the boundaries of such road shall be deemed to be such limits and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding in the case of the additional Hanchurch Reservoir three feet upwards and ten feet downwards and in the case of other works other than pumping station buildings ten feet upwards and to any extent downwards Provided as follows (that is to say):—

The Company shall not construct any embankment or wall of such reservoir of a greater height above the general surface of the ground than that shown on the deposited sections in respect of the corresponding embankment or wall and three feet in addition:

Except for the purposes of crossing over a stream no part of the pipes shall be raised above the surface of the ground unless and except so far as is shown on the deposited sections.

Period for completion of works.

9. If the works authorised by this Act be not completed within seven 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 otherwise in relation thereto shall cease except as to so much thereof as shall then be completed but nothing in this section shall restrict the Company from renewing extending enlarging altering reconstructing or removing any of their engines machinery mains pipes works and conveniences and increasing and improving their supply of water from time to time whenever they find it requisite.

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Power to acquire lands for works.

10. The Company may enter upon take and use such of the lands delineated upon the deposited plans and described in the deposited book of reference as may be required for the purposes of or in connection with the new works or the existing works or for the maintenance and use of any such works.

Agreement with James Meakin and others.

11. The agreement entered into between James Meakin and others of the one part and the Company of the other part dated the second day of August one thousand eight hundred and ninety-nine a copy of which is set forth in the Second Schedule to this Act is hereby confirmed and declared binding on the parties thereto.

Company may acquire easements only for certain works.

12.—(1) The Company may in lieu of acquiring any lands for the purposes of any of the works authorised by this Act or the construction whereof is hereby confirmed so far as the same are intended to be constructed underground acquire such easements and rights in such lands as they may require for such purposes and may give notice to treat in respect of such easements and rights describing the nature thereof and the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements and rights as fully as if the same were lands within the meaning of those Acts.

(2) As regards any lands in respect of which the Company have acquired easements only under the provisions of this section the Company shall not be required or entitled to fence off or sever such lands from the adjoining lands but the owners or occupiers for the time being shall subject to such easements have the same rights to use and cultivate the said lands at all times as if this Act had not passed.

(3) Provided always that nothing in this section contained shall authorise the Company to acquire by compulsion any such easement in any case in which the owner in his particulars of claim shall require the Company to acquire the lands in respect of which they have given notice to treat for the acquisition of an easement only and every notice to treat for the acquisition of an easement shall be endorsed with notice of this provision.

Persons under disability may grant easements &c.

13. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege not being an easement right

or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Limiting quantity of common lands to be taken.

14. The quantity of common or commonable lands which may be taken or used by the Company under the powers of this Act for the purposes of the works hereby authorised or confirmed shall not exceed the following (that is to say):—

Work.	Name by which lands are known.	Parish in which lands are situate.	Maximum quantity to be taken or used compulsorily.
			A. R. P.
Work No. 6 An aqueduct line or lines of pipes.	Barlaston Common	Barlaston -	0 3 6

And no part of the lands so taken shall be fenced Provided that the Company shall only take for the purposes of such work so much of the aforesaid common lands as is actually required for or in connection with those purposes and that for so much of the lines of pipes as is intended to be laid beneath the surface of the ground the Company shall be restricted to an easement only for the purpose of laying constructing maintaining repairing and removing the said lines of pipes:

Provided also that the Company shall as soon as practicable after any interference by them with the surface of any of the said lands for the purposes of their undertaking restore the same as nearly as may be to its original condition.

Period for compulsory purchase of lands.

15. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Owners may be required to sell parts only of certain lands and buildings.

16. And whereas in the construction of the new works or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from

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the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the Third Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owners shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

(4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have

determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

(5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner:

(6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part

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thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Power to Company to take waters.

17. Subject to the provisions of this Act the Company may from time to time for the purposes of their undertaking collect impound take divert and store and may use and appropriate all such streams springs and waters as will or may be taken impounded diverted intercepted or collected by the new works or the existing works.

Additional lands by agreement.

18. In addition to the lands now held or occupied by them and any other lands which they may acquire or hold under the powers of any former Act or of this Act the Company may from time to time by agreement purchase or acquire and hold for the purposes of their undertaking any land not exceeding twenty acres within the limits of water supply Provided that the Company shall not create or permit a nuisance on any such lands and shall not erect any buildings thereon other than offices and dwellings for persons in their employ and such buildings and works as may be incident to or connected with the water undertaking.

Limiting powers of Company to abstract water.

19. The Company shall not construct any works for taking or intercepting water from any lands acquired by them unless the works are authorised by and the lands upon which the same are to be constructed are specified or referred to in this or some other Act of Parliament.

Discharge of waters into stream.

20.—(1) For the purpose of executing constructing repairing cleansing emptying or examining any reservoir conduit or line of pipes or other works of the Company or should there be an overflow from any reservoir of the Company the Company may cause the water in any such work to be discharged in any available ditch stream or watercourse.

(2) In the exercise of the power conferred by this section the Company shall do as little damage as may be and shall make full compensation to all persons for all damage sustained by them by reason or in consequence of the exercise of such power the amount of compensation to be settled in case of difference by arbitration under and pursuant to the provisions of the Arbitration Act 1889.

Extension of limits of water supply.

21. It shall be lawful for the Company to supply water within the western portion of the parish of Checkley in the county of Stafford lying between the western northern and southern boundaries of the said parish and extending to an imaginary line running due north and south the boundary of such line to be twelve hundred lineal yards measured in an easterly direction from Christ Church Upper Tean and along the public road from Longton to Rocester upon the terms and conditions and subject to the provisions referred to in section 14 of the Staffordshire Potteries Waterworks Act 1888 in the same way as if the western portion of the said parish had been included within the extended limits named in the said section.

Byelaws for preventing waste &c. of water.

22.—(1) The Company may make byelaws for the purpose of preventing the waste undue consumption misuse or contamination of water and may by such byelaws prescribe the size nature materials workmanship and strength and the mode of arrangement connection disconnection alteration and repair of pipes meters cocks ferrules valves soil pans waterclosets baths cisterns and other apparatus (in this section referred to as "water fittings") to be used and forbid any arrangements and the use of any water fittings which may allow or tend to waste undue consumption misuse erroneous measurement or contamination.

(2) Such byelaws shall apply only in the case of premises to which the Company are bound to afford and do in fact afford or are prepared on demand to afford a constant supply.

(3) All such byelaws shall be subject to the provisions contained in sections 182 183 184 and 186 of the Public Health Act 1875 and all penalties imposed for the breach of any such byelaws shall be recoverable in manner provided by that Act for the recovery of penalties and those sections shall for the purposes of this section be construed as if the Company were a local authority within the meaning of those sections and the secretary of the Company were the clerk of the local authority.

(4) A copy of all such byelaws in force for the time being shall be kept at the office of the Company All persons may at all reasonable times inspect such copy without payment and the Company shall cause to be delivered a printed copy of all byelaws for the time being in force to every person applying

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for the same on payment of a sum not exceeding sixpence for each copy.

(5) In case of failure of any person to observe such byelaws as are for the time being in force the Company may if they think fit after twenty-four hours' notice in writing enter and by and under the direction of their duly authorised officer repair replace or alter any water fittings belonging to or used by such person and not being in accordance with the requirements of such byelaws and the expense of every such repair replacement or alteration shall be recoverable by the Company as the water rates in respect of the premises are recoverable.

Amount of reserve fund.

23. Section 20 of the Company's Act of 1888 limiting the amount of the reserved or contingent fund is hereby repealed and in lieu thereof thirty thousand pounds shall be the amount of the prescribed sum as provided for in the seventy-sixth section of the Waterworks Clauses Act 1847.

Application of authorised capital.

24. The Company may apply for the purposes of this Act to which capital is properly applicable any money which they have raised or are authorised to raise and which is not made applicable by any Act for any particular purpose or if so made applicable is not required for that purpose.

Power to Company to raise additional capital.

25. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise for the purposes of this Act and the general purposes of their undertaking any additional capital not exceeding in the whole one hundred and eighty thousand pounds by the creation and issue of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively but the Company shall not issue any share created under the authority of this Act of less nominal value than ten pounds Provided that it shall not be lawful for the Company to create and issue under the powers of this Act any greater nominal amount of capital than shall be sufficient to produce including any premium which may be obtained on the sale thereof the sum of one hundred and eighty thousand pounds.

As to voting in respect of preference capital.

26. Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new shares or stock to which a preferential dividend shall be assigned.

Incidents of additional capital.

27. Subject to the provisions of this Act the additional capital created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company authorised to be raised by the Company's Acts and the new shares or stock were shares or stock in that capital.

Dividends on new shares and stock.

28. Subject to the provisions of this Act every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or to the whole amount of such stock as the case may be.

Limit of dividend on additional capital.

29. The Company shall not out of the profits of their undertaking in respect of any one year make any larger dividend on the additional share capital to be raised under the powers of this Act than seven pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as ordinary capital or five pounds in respect of every one hundred pounds actually paid up of such capital as may be issued as preference capital unless a larger dividend may be at any time necessary to make up the deficiency of any previous dividend which may have fallen short of the said sum of seven pounds per centum per annum.

Payment of dividends.

30. The additional ordinary capital hereby created shall rank equally with the existing ordinary capital for payment of dividends up to seven pounds per centum per annum but without prejudice to the right of the existing capital to receive payment up to its maximum dividend out of excess profits.

Repeal of certain sections of Company's Acts.

31. The sections of the Company's Acts of which the numbers and marginal notes are set forth in the Fourth Schedule to this Act are hereby repealed to the extent mentioned in that Schedule.

For protection of Robert Edgar Bennison.

32. The Company shall pay to Robert Edgar Bennison his executors administrators or assigns or other the owners for the time being of Wall Grange Farm in the parishes of Longsdon and Lowe in the county of Stafford (in this section called "the

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owner") as compensation for the repeal of the part of section 38 (Number and qualification of directors) of the Act of 1853 and for the repeal of section 40 (Power to the Duke of Sutherland to nominate one director) of the Act of 1853 included in the Fourth Schedule to this Act such sum as may be agreed between the Company and the owner or as failing agreement may be determined by arbitration under the Lands Clauses Acts.

Abolition of additional charges (Stoke-on-Trent).

33. Section 46 of the Company's Act of 1853 of which the marginal note is "Power to charge additional rates" shall not apply to any part of the borough of Stoke-on-Trent as constituted at the date of the passing of this Act and to that extent such section shall be repealed.

Charge for waterclosets 6*l.* to 8*l.* rateable value (Stoke-on-Trent).

34. Notwithstanding anything contained in the Company's Acts the Company shall not be entitled to charge in respect of a watercloset in a dwelling-house situate within the borough of Stoke-on-Trent as constituted at the date of the passing of this Act any sum exceeding three shillings per annum when the rateable value to the poor rate of such dwelling-house shall exceed six pounds per annum and shall not exceed eight pounds per annum.

Notice of discontinuance.

35. 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 signed by or on behalf of the consumer and be left at or sent by post to the office of the Company.

Several sums in one summons.

36. Where the payment of more than one sum by any person is due under the Company's Acts any summons or warrant issued for the purposes of any of those Acts in respect of that person may contain in the body thereof or in a schedule thereto all the sums payable by him.

Injuring meters &c.

37. Every person who wilfully fraudulently or by culpable negligence injures or suffers to be injured any pipe meter or other instrument for measuring water or any fittings belonging to the Company or who fraudulently alters the index to any meter or other instrument for measuring water or prevents any meter or other instrument for measuring water from duly registering the quantity of water supplied or fraudulently abstracts consumes or uses water of the Company shall (without prejudice to any other right or remedy for the protection of the Company)

be liable to a fine not exceeding five pounds and the Company may in addition thereto recover the amount of any damage by them sustained:

And in any case in which any person has wilfully fraudulently or by culpable negligence injured or suffered to be injured any pipe meter instrument or fittings belonging to the Company or has fraudulently altered the index to any meter or other instrument for measuring water or prevented the same from duly registering the quantity of water supplied or has fraudulently abstracted consumed or used water of the Company the Company may also enter upon the premises occupied by the offender and repair such injury and do all such works matters and things as may be necessary for insuring the proper registering by such meter of the quantity of water supplied by means thereof and the expense of such repair and of all such works matters and things shall be repaid to the Company by the person so offending and may be recovered by them as water rates are recoverable The existence of artificial means for causing such injury alteration or prevention or for abstracting consuming or using water of the Company when such pipe meter instrument or fittings is or are under the custody or control of the consumer shall be primâ facie evidence that such injury alteration prevention abstraction consumption or use as the case may be has been fraudulently knowingly and wilfully caused by the consumer using such pipe meter instrument or fittings.

Provision where existing wells affected.

38.—(1) If it shall be proved that the pumping by the Company at the pumping station Work No. 1 or the pumping station Work No. 7 by this Act authorised has caused any diminution of the supply in any private well existing at the time of the passing of this Act such private well being situate within a radius of one mile from either of the said stations and adequate compensation cannot otherwise be given the Company shall upon the written request of the owner of any such private well as aforesaid (in this section referred to as "the owner" which term shall include any lessee or occupier) afford to the owner a supply of water equal to the amount of such diminution at the cost or rate of one shilling per thousand gallons.

(2) The Company shall not be liable in respect of any claim made by the owner under this section if he shall have failed

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to afford to the officers servants or other representatives of the Company at all reasonable times after the passing of this Act access to the well in respect of which the claim is made for the purpose of ascertaining particulars thereof and the level of the water therein.

(3) Any question or dispute arising under this section shall be referred to and determined by a single arbitrator to be agreed on between the parties or in default of agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers.

Supply of water to lands abutting on Works Nos. 4 and 8.

39. The Company shall if and when requested in writing by any owner lessee or occupier of any lands within one mile on either side of the line of pipes Work No. 4 or the line of pipes Work No. 8 by this Act authorised subject to sections 48 to 53 of the Waterworks Clauses Act 1847 supply the said owner lessee or occupier with water for domestic purposes at a rate not exceeding seven and a half per centum per annum on the rateable value of such premises to be supplied and water for other than domestic purposes at the cost or rate of one shilling per thousand gallons.

For protection of Meece and Norton Bridge Estates.

40. For the protection of Ralph Sneyd of Keele Hall or other the owner for the time being of the estates known as the Meece and Norton Bridge Estates (all of whom are hereinafter in this section referred to as "the owner") the following provisions shall unless otherwise agreed in writing between the Company and the owner apply and have effect (that is to say):—

(1) The Company shall not construct any adit or any other work either under the Meece Brook or nearer thereto than the pumping station Work No. 1 by this Act authorised other than Work No. 2 by this Act authorised nor shall the Company under the provisions of this Act do any act or thing or construct any works for the purpose of obtaining water within one mile of the said brook other than the said Work No. 1:

(2) If at any time after the commencement of pumping by the Company at the Mill Meece Pumping Station (Work No. 1) by this Act authorised whether during

the construction of or for the purposes of supply from such station any diminution or depletion of water in the said Meece Brook shall be due to the pumping by the Company at the said pumping station the Company shall from time to time during the period of such diminution or depletion upon the written request of the owner discharge or deliver into the said brook free of cost to the owner a daily supply of water of not less quantity than the amount of such diminution or depletion such water to be delivered at such place or places within the distance of one mile from the said pumping station and by such means as may be agreed or as failing agreement may be determined by arbitration as hereinafter mentioned:

(3) In addition to any supply of water afforded by the Company in pursuance of the provisions of this section the Company shall pay to the owner adequate compensation for and in respect of all and every damage and loss sustained by the owner between the date of the receipt by the Company of the written request from the owner in accordance with the provisions of subsection (2) of this section and the date when the supply of compensation water under this section shall be given:

(4) The Company shall not be liable in respect of any claim made by the owner under this section if he shall have failed to afford to the officers servants or other representatives of the Company at all reasonable times after the passing of this Act access to that part of the brook in respect of which the claim is made for the purpose of ascertaining particulars thereof and the level of the water therein:

(5) The Company shall be responsible for all damage to stock of the owner caused by reason of and during the construction or failure of the Mill Meece Pumping Station (Work No. 1) and any works connected therewith and for all other damage sustained by the owner during such construction by workmen or others employed by reason of the exercise by the Company of any of the powers of this Act:

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(6) Any question arising under this section shall be referred to and determined by an arbitrator to be agreed upon between the parties or in default of agreement to be appointed by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of North Staffordshire Railway Company.

41. For the protection of the North Staffordshire Railway Company (in this section called "the North Staffordshire Company") the following provisions shall unless otherwise agreed in writing between the Company and the North Staffordshire Company apply and have effect (that is to say):—

(1) In laying down repairing and removing any aqueduct conduit main or line of pipes or executing any other works by this Act authorised upon across over under or in any way affecting the railway or works of the North Staffordshire Company or any bridge over the Trent and Mersey Canal of the North Staffordshire Company the approaches to any such bridge which the North Staffordshire Company are liable to maintain or within the boundary of the North Staffordshire Company's property the same shall be done under the supervision and to the satisfaction of the chief engineer of the North Staffordshire Company and according to plans sections and specifications and at such times as shall be previously submitted to and approved in writing by him and shall be executed by and at the expense in all things of the Company and so as not to cause any injury to the said railway and works canal or any such bridge or the approaches thereto as aforesaid or within the said boundary and shall within such boundary so execute such works as having regard to the level of the railway or canal shall not interfere with or impede any improvement or widening of such railway canal or bridge or the introduction of side openings to such bridge Provided that if the said engineer does not express his approval or disapproval of the said plans sections and specifications within twenty-eight days after the same have been submitted to him he shall be deemed to have approved thereof:

(2) If any injury or damage to the railway works canal or property of the North Staffordshire Company or their servants or the public using their railway or canal or any interruption of the traffic on such railway or canal shall be occasioned by the Company or their contractors or any person or persons in the employ of the Company or their contractors or arise from the bursting subsidence leakage or want of repair of any such aqueduct conduit main or line of pipes the Company shall forthwith make full compensation to the North Staffordshire Company in respect thereof:

(3) The said aqueduct conduit main or line of pipes when constructed upon across over under or in any way affecting the said railway or works or any bridge over the canal or the approaches thereto as aforesaid or within the said boundary shall be at all times maintained in good repair by the Company and in default of such maintenance the North Staffordshire Company may from time to time by notice in writing signed by their engineer and delivered at the principal office of the Company require the Company to put the same into good repair forthwith and if the Company for seven days after receipt of such notice refuse or neglect to repair the same the North Staffordshire Company may without further notice carry out such repairs and all expenses properly incurred by them in or about such repairs shall be repaid to them by the Company Provided that in case of accident happening or immediate danger being apprehended to the said railway or canal or any bridge over such canal or the approaches thereto or other works of the North Staffordshire Company by reason of the said aqueduct conduit main or line of pipes as aforesaid being in want of repair the North Staffordshire Company may without giving such notice as aforesaid make such repairs as may be necessary and the expenses of the same shall be repaid to them by the Company:

(4) The Company shall bear and on demand pay to the North Staffordshire Company all reasonable costs and charges of the superintendence by them of the

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construction of the works and repairs thereof and all costs of watching lighting and protection of the said railway and canal with reference to and during such construction and repairs but such superintendence by the North Staffordshire Company shall not relieve the Company from liability from any accident which may be occasioned by or through the operations of the Company or their contractors agents or workmen:

(5) The North Staffordshire Company may at any time or times hereafter upon giving to the Company fourteen days' notice thereof in writing signed by their said engineer and delivered at the principal office of the Company require them at their own cost to divert or alter the level of any aqueduct conduit main or line of pipes within the boundary of the North Staffordshire Company's property or carried over the same by means of a bridge when in the opinion of the railway or canal engineers of the North Staffordshire Company (the opinion of the engineer nevertheless being subject to arbitration as hereinafter provided) such diversion or alteration is necessary for the purpose of carrying out any alterations or extensions of the railway or works or canal or of raising or rebuilding any bridge over such railway or canal should the Company fail to comply with any such notice within the prescribed time or within seven days thereafter the North Staffordshire Company may themselves carry out the work without being liable to pay any compensation in respect thereof and the proper cost of carrying out such diversion or alteration of the level of any such aqueduct main or line of pipes as certified by the said engineer shall be borne and on demand paid by the Company:

(6) The Company shall not acquire any estate or interest in the lands and property of the North Staffordshire Company other than an easement or right of constructing or maintaining thereon the aqueducts conduits mains or line or lines of pipes and the necessary bridges abutments and supports thereto by this Act authorised and the sum to be paid for the acquisition of such easement shall be settled in the

manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement:

(7) Any difference which may arise between the North Staffordshire Company and the Company touching any of the matters referred to in this section shall unless otherwise provided be decided by a single arbitrator to be appointed on the application of either party or in the case of difference by the President for the time being of the Institution of Civil Engineers and the Arbitration Act 1889 or any statutory modification thereof for the time being in force shall apply to any such arbitration.

Saving for waters of Trent and Mersey Canal.

42. Nothing in this Act contained shall authorise the Company under the provisions of the sections of this Act whereof the marginal notes are "Power to make subsidiary works" "Power to Company to take waters" and "Additional lands by agreement" respectively to collect impound take divert diminish store or in any manner interfere to the prejudice of the North Staffordshire Railway Company or the Trent and Mersey Canal with any waters which under the provisions of the Act 1 William IV. cap. 55 or any other Act or Acts of Parliament relating to the Trent and Mersey Canal the North Staffordshire Railway Company are empowered to take and use for any of the purposes of the said canal.

New shares or stock to be sold by auction or tender.

43.—(1) All shares or stock created under the powers of this Act shall be issued in accordance with the provisions of this section.

(2) All shares or stock so to be issued shall be offered for sale by public auction or tender in such manner at such times and subject to such conditions of sale as the Company shall from time to time determine Provided as follows:—

(A) Notice of the intended sale shall be given in writing to the clerk of the district council of any district wholly or partly included in the limits of water supply and to the secretary of the London Stock Exchange at least twenty-eight days before the day of auction or the last day for the reception of tenders as the case may be and shall also be duly advertised once

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in each of two consecutive weeks in one or more local newspapers circulating within the said limits of supply :

(B) A reserve price shall be fixed and notice thereof shall be sent by the Company in a sealed letter to be received by the Board of Trade not less than twenty-four hours before but not to be opened till after the day of auction or last day for the receipt of tenders as the case may be :

(C) No lot offered for sale shall comprise shares or stock of greater nominal value than one hundred pounds :

(D) In the case of a sale by tender no preference shall be given to one of two or more persons tendering the same sum In the case of a sale by auction a bid shall not be recognised unless it is in advance of the last preceding bid :

(E) It shall be one of the conditions of sale that the total sum payable by the purchaser shall be paid to the Company within three months after the date of the auction or of the acceptance of the tender as the case may be.

(3) Any shares or stock which have been so offered for sale and are not sold may be offered at the reserve price to the holders of ordinary and preference shares or stock of the Company in accordance with the provisions of sections 18 19 and 20 of the Companies Clauses Act 1863 and to the employees of the Company and to the consumers of water supplied by the Company in such proportions as the Company may think fit or to one or more of these classes of persons only Provided in the case of an offer to holders of shares or stock that if the aggregate amount of shares or stock applied for shall exceed the aggregate amount so offered as aforesaid the same shall be allotted to and distributed amongst the applicants as nearly as may be in proportion to the amounts applied for by them respectively.

(4) Any shares or stock which have been offered for sale in accordance with subsection (2) or with subsections (2) and (3) and are not sold shall be again offered for sale by public auction or by tender in accordance with the provisions of this section and any such shares or stock then remaining unsold

may be otherwise disposed of at such price and in such manner as the directors may determine for the purpose of realising the best price obtainable.

(5) As soon as possible after the conclusion of the sale or sales the Company shall send a report thereof to the Board of Trade stating the total amount of the shares or stock sold the total amount obtained as premium (if any) and the highest and lowest prices obtained for the shares or stock.

Power to borrow.

44. The Company in addition to the sums which they are authorised to borrow by the Company's Acts 1853 to 1888 may subject to the provisions of this Act borrow on mortgage of the undertaking any sum or sums not exceeding in the whole one-third part of the amount of the capital by this Act authorised to be raised which at the time of borrowing has been raised by the Company but no sum shall be borrowed until the Company have proved to a justice of the peace before he gives his certificate under the 40th section of the Companies Clauses Consolidation Act 1845 that the whole of the shares or stock at the time issued together with the premiums (if any) realised on the sale thereof shall have been fully paid up.

Borrowed money not to be converted into capital.

45. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the conversion of the borrowed money into capital shall cease to apply to the Company.

As to appointment of a receiver.

46. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less in the whole than ten thousand pounds.

Debenture stock.

47. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein or in the Company's Acts contained the interest of all debenture stock and of all mortgages at any time after the passing of this Act created and issued or granted by the Company under the Company's Acts or any of them and this and any subsequent Act shall rank pari passu and shall have priority over all principal moneys secured by such mortgages Notice of the

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effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Priority of mortgages over other debts.

48. All money raised or to be raised by the Company on mortgage or debenture stock under the provisions of this Act shall have priority against the Company and the property from time to time of the Company over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act Provided always that this priority shall not affect any claim against the Company or their property in respect of any rentcharge granted or to be granted by them in pursuance of the Lands Clauses Acts or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company in pursuance of any Act relating to the Company which is entitled to rank in priority to or pari passu with the interest on their mortgages or debenture stock.

Application of moneys.

49. All moneys raised under this Act including premiums shall be applied only to purposes to which capital is properly applicable and any sum of money which may arise by way of premium from the issue of shares or stock under the provisions of this Act shall not be considered as part of the capital of the Company entitled to dividend.

Expenses of Act.

50. The costs charges and expenses preliminary to and of and incidental to the preparing for and applying for and the obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

The SCHEDULES referred to in the foregoing Act. A.D. 1912.

THE FIRST SCHEDULE.

Session and Chapter.	Short Title.	Short Description of Act used in foregoing Act.
16 & 17 Vict. c. cxcviii.	The Staffordshire Potteries Waterworks Consolidation and Extension Act 1853.	The Company's Act of 1853.
24 & 25 Vict. c. cxlvi.	The Staffordshire Potteries Waterworks Amendment Act 1861.	The Company's Act of 1861.
31 & 32 Vict. c. cxxxi.	The Staffordshire Potteries Waterworks Act 1868.	The Company's Act of 1868.
51 & 52 Vict. c. clvii.	The Staffordshire Potteries Waterworks Act 1888.	The Company's Act of 1888.

THE SECOND SCHEDULE.

AN AGREEMENT made the second day of August one thousand eight hundred and ninety-nine between JAMES MEAKIN of Consall Hall in the county of Stafford esquire the present owner of a flint mill at Cheddleton and of a flint mill at Consall JOHN ELI SMITH of Whiston Eaves in the parish of Kingsley in the county of Stafford gentleman the present owner of a corn whiting and colour mill at Froghall ALFRED SOHIER BOLTON and FRANCIS SEDDON BOLTON both of Oakamoor in the county of Stafford esquires the present owners of a copper and brass mill at Oakamoor THE RIGHT HONOURABLE THE EARL OF SHREWSBURY AND TALBOT of Alton Towers in the county of Stafford the present owner of a paper mill at Alton THOMAS BETTANY of Rocester in the county of Stafford miller the present owner of a flour mill at Rocester HENRY NEWTON of Shobnall Mills Burton-on-Trent in the county of Stafford alabaster merchant the present owner of a cotton mill and also of a corn mill at Tutbury aforesaid FRANCES ANNE SMITH of Whittington House near Lichfield in the county of Stafford the present

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owner of a forge mill at Clay Mills near Burton-on-Trent aforesaid and FRANK ADDISON BRACE of Doveridge Hall in the county of Derby esquire the present owner of a corn mill at Doveridge (hereinafter called "the owners") of the one part and THE STAFFORDSHIRE POTTERIES WATERWORKS COMPANY incorporated by the Staffordshire Potteries Waterworks Consolidation and Extension Act 1853 (hereinafter called "the Company") of the other part.

WHEREAS disputes have arisen between the owners and the Company as to whether the siltage which has from time to time taken place in the Deep Hayes and Tittesworth compensation reservoirs of the Company since such reservoirs were respectively constructed and enlarged has or has not to a material extent injuriously affected the rights conferred upon the owners by the said Act of 1853 as amended by the Staffordshire Potteries Waterworks Amendment Act 1861 and the Staffordshire Potteries Waterworks Act 1868 and as to the powers and authorities of the owners and the obligations of the Company under the provisions of the said Acts and in particular under the provisions of section 65 of the said Act of 1853:

And whereas in order to put an end to such disputes and to make provision for the rights and obligations of the respective parties hereto in respect to all past and any future siltage the said parties have resolved to enter into and make such agreements and provisions as are hereinafter contained:

Now it is hereby agreed and declared as follows:—

1. The several agreements and provisions hereinafter contained shall apply and extend only to deficiency in capacity of the compensation reservoirs now or hereafter to be constructed by the Company for the benefit of the owners already or hereafter to be caused by siltage or by previous errors in measuring the capacity of the said reservoirs or either of them and shall not apply or extend to any deficiency in capacity which may hereafter be caused by any means whatever other than by siltage or by errors in measurement as aforesaid to the said reservoirs or any of them or to the rights or obligations to the owners or any of them or any of their heirs and assigns or of the Company their successors and assigns in reference to any such deficiency as last aforesaid.

2. In consideration of the agreements on the part of the Company hereinafter contained the owners according to their respective estates and interests and so as to bind their respective heirs and assigns hereby agree and undertake with the Company that they the owners will not exercise or cause to be exercised any of the powers and authorities conferred upon them or any of them by the provisions of the said section 65 of the said Act of 1853 or enforce or cause to be enforced

any of the obligations by the provisions of the same section imposed upon the Company or any individual member thereof so far as regards siltage and the effects thereof and will not require the Company to construct or maintain compensation reservoirs of a greater capacity than three hundred and twenty-two millions five hundred thousand imperial gallons being a capacity equal to one hundred and fifty times the daily quantity of two millions one hundred and fifty thousand imperial gallons which by virtue of the said Acts the Company are authorised to take from the springs and streams in respect of which the present compensation reservoirs have been constructed.

3. In consideration of the agreement on the part of the owners hereinbefore contained the Company so as to bind their successors and assigns hereby agree with the owners as follows:—

(A) The present capacity of the said present compensation reservoirs shall be ascertained as soon as practicable after the execution of these presents and if such capacity shall then be found to be less than three hundred and twenty-two millions five hundred thousand imperial gallons the Company shall forthwith pay to each owner as and for compensation for the deficiency (if any) in the capacity which shall exist after giving credit to the Company for the allowance provided for in clause 6 hereof a sum of money to be ascertained in each case in manner hereinafter provided such allowance to be calculated on and such compensation to extend over and be payable for the period of the five years last past prior to the day when the measurements are taken and made for ascertaining the said present capacity as aforesaid and to be in full discharge of all claims and demands by each owner against the Company in respect of insufficient capacity or non-cleansing of the said reservoirs or either of them up to the day last aforesaid:

(B) The Company will either at all times after the day last aforesaid so maintain and keep the said present compensation reservoirs or any new or enlarged compensation reservoir or reservoirs hereafter constructed in substitution for or in addition to any present or future compensation reservoirs as to provide a minimum capacity of three hundred and twenty-two millions five hundred thousand imperial gallons or in default of so doing will from time to time at the expiration of consecutive periods of ten years or of such shorter periods if any as may occur by reason of the provisions of clause 4 hereof (the first period to commence on the day after the day last aforesaid) pay to each owner

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subject nevertheless to the provisions of clauses 9 and 10 hereof as and for compensation for the deficiency (if any) in the capacity of the said reservoirs which shall at the expiration of each such period be found to exist after giving credit to the Company for the allowance provided for in clause 6 hereof a sum of money to be ascertained in each case in manner hereinafter provided which sum shall be in full discharge of all claims and demands by each owner against the Company in respect of insufficient capacity or non-cleansing of the said reservoirs or any of them up to the expiration of the period in respect of which the payment is made.

4. Nothing herein contained shall in any way affect or prejudice the right given to the Company by section 34 of the said Act of 1861 at any time or from time to time to draw and let off the water of either of the present compensation reservoirs and the Company shall have a similar right as to any such new or enlarged compensation reservoir as aforesaid:

Provided always that on every occasion on which the water is drawn and let off under the rights aforesaid except only for the purpose of repairs the capacity of all the said reservoirs shall immediately thereafter be ascertained and the payments if any to be made by the Company as and for compensation for the deficency (if any) in capacity shall thereupon be ascertained and made upon the same principle in all respects as the same would have been ascertained and made if a period of ten years had then expired:

Provided also that immediately after the completion of the works or purposes for the execution of which on any occasion the water is drawn and let off under the rights aforesaid except only for the purpose of repairs the capacity of all the said reservoirs shall be again ascertained and shall be deemed to be the actual capacity of all the said reservoirs at the commencement of the then current period of ten years or other shorter period but such current period shall be deemed to have commenced on the day next after the day on which the capacity was ascertained in pursuance of the first proviso in this clause contained.

5. On every occasion on which it is hereinbefore provided that the capacity of the said reservoirs or any of them shall be ascertained the same shall be ascertained by the respective engineers for the time being of the owners and the Company or in case of difference by arbitration in the manner provided by section 40 of the said Act of 1861 and immediately after every such ascertainment a certificate of capacity specifying the separate capacity of each reservoir shall be made and

signed by the said engineers or the arbitrator as the case may be and require and shall be delivered to and kept by the Company and shall be absolutely binding upon the owners and the Company during the period for which it is in force.

6. When ascertaining from time to time the capacity of the said reservoirs an account shall be taken in manner hereinafter provided of the water actually taken by the Company during the period in question from the springs and streams in respect of which the said reservoirs have been constructed and if on taking such account it shall be found that during such period the Company have actually taken from the said springs and streams a less aggregate quantity of water than by the said Acts they are authorised to take namely a daily quantity of two millions one hundred and fifty thousand imperial gallons then and in every such case an allowance shall be made to the Company for the average difference per diem in the quantity of water which they have actually taken and which they are authorised to take during such period and credit shall be given to them after the rate of one hundred and fifty imperial gallons for every imperial gallon of such average difference in quantity and a deduction in their favour shall be made accordingly from the actual deficiency (if any) in the capacity so ascertained as aforesaid of the said reservoirs before finally determining the deficiency (if any) in the said minimum capacity in respect of which payments as and for compensation are to be made as hereinbefore provided.

7. The account to be taken under the provisions of the last preceding clause hereof shall be taken as follows that is to say the quantity of water actually taken shall be estimated by the total number of strokes recorded on the counters of the Company's present pumping engines known as "The Stafford" and "The Davenport" during the period to which the account relates and on the basis of Professor Kennedy's award given in the year one thousand eight hundred and seventy-nine as to the quantity of water pumped per stroke:

Provided always that in case the Company shall at any time hereafter erect new engines or pumps or shall make any alteration in their present or any new engines or pumps or any of them so as to affect the quantity of water raised by each stroke of the engines of the Company for the time being and any dispute shall arise between the owners and the Company as to the quantity of water being raised by reason of such new or altered engines or pumps the question as to the quantity of water raised by each stroke of such new or altered engines or pumps for the time being shall be referred to the respective engineers for the time being of the owners and the Company or in case of difference by arbitration in the manner provided by section 40

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of the said Act of 1861 and the award in every such reference shall be absolutely binding upon the owners and the Company so long as the engines and pumps shall continue of the same form and dimensions as certified by the said engineers or the arbitrator as the case may be and required to have been used at the time of such award.

8. For the purposes of these presents the said minimum capacity of three hundred and twenty-two millions five hundred thousand imperial gallons shall be taken to be of a total value to each of the owners of fifteen pounds per annum per foot of fall being the fair average effective fall as now existing at his mill and the amount from time to time payable as and for compensation under the provisions herein contained shall be ascertained and calculated upon the basis of such value and shall as to any deficiency in capacity existing at the commencement of any period of ten years or any such shorter period as aforesaid extend over and be payable in respect of the whole of such period but shall as to any deficiency occurring during such period subject nevertheless to the provisions of clause 9 hereof extend over and be payable in respect of one half only of such period.

9. If at any time or from time to time during any period of ten years or any such shorter period as aforesaid any of the said mills shall temporarily cease to be used for at least twelve consecutive calendar months for any cause whatever other than by reason of absence of water-power then and in every such case the sum to be paid by the Company as and for compensation at the expiration of the then current period of ten years or such shorter period as aforesaid shall not extend over and be payable in respect of one half of such period as provided in clause 8 hereof but shall extend over and be payable in respect of one half of such period less one half of the actual period or periods during which the mill or mills in question so temporarily ceased to be used as aforesaid.

10. The rights of the owner and the obligations of the Company under the provisions hereinbefore contained shall in the case of each of the said mills continue and be in force so long only as the mill continues to be bonâ fide permanently used as a mill driven by water and in any and every case where a mill ceases to be so bonâ fide permanently used as aforesaid all rights of the owner and all obligations of and payments by the Company in respect of the mill under the said provisions shall forthwith thereupon cease but without prejudice to the right of the owner to enforce any payment which may have theretofore accrued due and is then unpaid and without prejudice to the right of the owner in case any such mill shall be reinstated and shall be bonâ fide worked again in the regular course.

11. The fair average effective fall as now existing at each of the said mills shall be ascertained as soon as practicable after the execution of these presents by the respective engineers of the owners and the Company or in case of difference by arbitration in the manner provided by section 40 of the said Act of 1861 and forthwith thereafter a certificate specifying the respective falls at the said mills shall be made and signed by the said engineers or the arbitrator as the case may be and require and delivered to and kept by the Company and a copy thereof endorsed on these presents and the said respective falls as therein specified shall for ever hereafter be absolutely binding for the purposes of these presents on the respective owners and the Company.

12. In any and every case where two or more persons are (or shall hereafter be) owners whether jointly or as tenants in common of any of the said mills such persons shall together for the purposes of these presents constitute and be the owner of such mill and any sum at any time payable to the owner as and for compensation in respect of such mill under the provisions hereinbefore contained may be paid by the Company to any one of such persons and his receipt shall be a sufficient valid and effectual discharge to the Company for all moneys therein expressed to have been received in respect of such mill.

13. The charges of the engineer for the time being of the owners and of the arbitrator (if any) for ascertaining and certifying the capacity of the said reservoirs the quantity of water raised by any new or altered engines or pumps and the average fall of the said mills in pursuance of the provisions hereinbefore contained shall be paid by the Company and in case of any difference arising as to the amount of such charges it shall be referred to arbitration in the manner provided by section 69 of the said Act of 1853.

14. Either of the respective parties hereto shall be at liberty at their own cost at any time hereafter to apply to Parliament for an Act confirming the provisions of these presents and modifying or repealing such of the provisions of the said Acts as are inconsistent therewith and the owners so as to bind their respective heirs and assigns hereby agree and undertake with the Company that until such confirmation modification or repeal every present tenant or lessee of each of the said mills shall and will acquiesce in and be bound by the provisions of these presents and that every future tenancy or lease of each of the said mills shall be created or made subject to such provisions.

15. In these presents the word "capacity" means "aggregate storage capacity" and the expressions "the owners" or "owner" and "the Company" shall respectively be deemed to include their or his heirs and assigns and their successors and assigns where the context so admits.

A.D. 1912.

In witness whereof the said owners have set their hands and seals and the Company hath caused its common seal to be affixed the day and year first above written.

JAMES MEAKIN. L.S.

JOHN ELI SMITH. L.S.

ALFRED S. BOLTON. L.S.

F. S. BOLTON. L.S.

THOMAS BETTANY. L.S.

HENRY NEWTON. L.S.

FRANCES A. SMITH. L.S.

FRANK A. BRACE. L.S.

SHREWSBURY & TALBOT. L.S.

Signed sealed and delivered by the within-named James Meakin in the presence of—

FREDK. G. HEATON
Endon Staffs
Land Agent.

Signed sealed and delivered by the within-named John Eli Smith in the presence of—

JOHN R. B. MASEFIELD
Solicitor
Cheadle.

Signed sealed and delivered by the within-named Alfred Sohier Bolton in the presence of—

THOS. MELLOR
Station Master N.S. Ry.
Uttoxeter.

Signed sealed and delivered by the within-named Frances Seddon Bolton in the presence of— A.D. 1912.

Robert Brown
15 Broad Street Birmingham
Manager.

Signed sealed and delivered by the within-named the Right Honourable the Earl of Shrewsbury and Talbot in the presence of—

W. C. T. Mynors
Estate Agent
Ingestre Stafford.

Signed sealed and delivered by the within-named Thomas Bettany in the presence of—

Alfred Stanton
Corn Merchant
Rocester Staffordshire.

Signed sealed and delivered by the within-named Henry Newton in the presence of—

Alfred Wilkins
Shobnall Street Burton-on-Trent
Commercial Clerk.

Signed sealed and delivered by the within-named Frances Anne Smith in the presence of—

R. S. Smith
Solicitor
Huddersfield.

Signed sealed and delivered by the within-named Frank Addison Brace in the presence of—

F. R. Clarlyn
Solr.
Walsall.

Copy of Engineers' Certificate.

In the matter of an Agreement between the Mill Owners on the Rivers Churnet and Dove and the Staffordshire Potteries Waterworks Company.

Whereas by a certain agreement in writing bearing date the second day of August one thousand eight hundred and ninety-nine between James Meakin of Consall Hall in the county of Stafford esquire and others (hereinafter called "the owners") being owners of mills situate on the Rivers Churnet and Dove of the one part and the Staffordshire Potteries Waterworks Company (thereinafter called "the Company") of the other part it was provided that the respective engineers for the time being of the owners and the Company should ascertain and make a certificate specifying the respective falls at the said mills:

A.D. 1912.

Now we the undersigned the engineers appointed respectively by the Churnet millowners and the Staffordshire Potteries Waterworks Company under clause 11 of the said agreement do hereby certify that we have ascertained and agreed upon the falls at each of the said mills enumerated herein and find such falls to be as under:—

	Ft.	in.	
Cheddleton Mill - - - -	5	0	fall.
Consall Mill - - - - -	25	0	fall.
Froghall Mill - - - -	6	0	fall.
Oakamoor Mill - - - -	15	8	fall.
Alton Mill - - - - -	11	0	fall.
Rocester Mill - - - -	5	6	fall.
Draycott Mill - - - -	5	6	fall.
Tutbury Mill - - - -	12	0	fall.
Tutbury (Corn) Mill - - -	6	6	fall.
Clay Mills Mill - - - -	6	0	fall.

Dated this 2nd day of December one thousand nine hundred and three.

(Sgd.) CHAS. E. NEWTON.

Signed by Charles Edward Newton in the presence of—

(Sgd.) G. HERBERT BAYLEY.

(Sgd.) G. D. HARRISON.

Signed by George Day Harrison in the presence of—

(Sgd.) HARRY HUGHES

Clerk

Hanley.

THE THIRD SCHEDULE.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY MAY BE REQUIRED TO BE TAKEN BY THE COMPANY.

Works or Lands.	Nos. on deposited Plans.	Parish.	Description of Property.
Work No. 6 - -	12	Barlaston -	House and garden land.
Work No. 8 - -	21	Stone Rural -	Cottage.
Work No. 9 - -	9	Longsdon -	House and garden land.
Work No. 9 - -	17	Longsdon -	House and garden land and coach-house.
Work No. 9 - -	18	Longsdon -	House and garden land.

THE FOURTH SCHEDULE.

Act.	Sections repealed.	Extent of Repeal.
1853	Section 38 (Number and qualification of directors).	The words "including one "Director to be nominated "by the Duke and Earl of "Sutherland his heirs or "assigns as hereinafter "provided."
,,	Section 40 (Power to the Duke of Sutherland to nominate one director).	Wholly.
,,	Section 51 (Penalty for suffering waste of water).	,,
,,	Section 67 (Power to justices to enquire if reservoir is in a dangerous state).	,,
1868	Section 21. (Recovery of sums due) -	,,
,,	Section 23 (Notice of discontinuance) -	,,
,,	Section 34 (Judges &c. not disqualified) -	The words "or by reason of "his being a shareholder in "the Company."
,,	Section 35 (Rates &c. may be recovered by distress).	Wholly.
,,	Section 36 (Contents of summons &c.) -	,,
,,	Section 37 (Costs of distress) - -	,,
,,	Section 38 (Recovery of sums due to the Company).	,,
1888	Section 33 (Penalty for application of water contrary to agreement).	,,
,,	Section 35 (Fraudulently injuring meters &c.).	,,
,,	Section 36 (Service pipes) - -	,,
,,	Section 38 (Supply of water to tenements in a row).	,,

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