ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

***

The Staffordshire Potteries Waterworks Consolidation and Extension Act, 1853.

Capital authorized to be raised by the said Company consists of the Sum of Seventy thousand Pounds, all of which has been subscribed or taken and paid up: And whereas, in addition to the said Share Capital, the said Company has been authorized to borrow on Mortgage or Bond a further Sum of Twenty-three thousand three hundred and thirty-three Pounds Six Shillings and Eightpence, of which the Sum of Twenty-three thousand three hundred Pounds has been borrowed: And whereas the Company has expended on the Objects and Purposes by the said Acts authorized the Sum of Ninety-three thousand three hundred Pounds: And whereas the several Towns, Hamlets, and Places after mentioned, and which are adjacent to the Districts included within the said recited Acts, are very inadequately supplied with Water, and the Construction of Reservoirs, Aqueducts, and other Works to increase and improve such Supply would be of great Advantage, Comfort, and Convenience to the Inhabitants thereof, and the Company are willing to carry such Purpose into effect: And whereas it would be attended with Convenience if the said Acts were repealed, and if some of the Provisions thereof were re-enacted and consolidated; but the several Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

I. That in citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Staffordshire Potteries* Waterworks Consolidation and Extension Act, 1853."

Interpretation of Terms.

II. That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Word "Person" shall extend to Trustees and Commissioners, and to Corporations, whether aggregate or sole:

The Words "Directors," "Secretary," and "Treasurer" shall mean the Directors, Secretary, and Treasurer respectively of the Company hereby incorporated:

The Expression "the Company" shall mean the *Staffordshire Potteries* Waterworks Company as hereby incorporated:

The Expression "the *Staffordshire Potteries* Waterworks Company" shall mean the *Staffordshire Potteries* Waterworks Company as incorporated previous to the passing of this Act:

And

And the Expression "Quarter Sessions," in this and the Acts incorporated herewith, as after mentioned, shall be construed to mean the Quarter Sessions for the County of *Stafford*, holden at *Stafford*.

8 & 9 Vict. cc. 16. and 18. incorporated with this Act.

III. That, except where otherwise provided in this Act, "The Companies Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

10 & 11 Vict. c. 17. incorporated with this Act, except, &c.

IV. That "The Waterworks Clauses Act, 1847," shall be incorporated with and form Part of this Act, save only that the Company shall not be bound to lay on at any Time the Supply of Water for Houses to any Top Story not being at least Twenty Feet below the Service Reservoir from whence the Supply is taken.

Recited Acts repealed, and Company dissolved.

V. That from and after the passing of this Act the *Staffordshire Potteries* Waterworks Company shall be and the same is hereby dissolved, and the said recited Acts shall be and the same are hereby repealed.

Re-incorporation of "The Staffordshire Potteries Waterworks Company."

VI. That from and immediately after the passing of this Act the several Persons who at the Time of the passing thereof were Proprietors of Shares in the Company hereby dissolved, and all other Persons who shall hereafter subscribe towards the Undertaking of the Company, and their Executors, Administrators, and Assigns respectively, shall be united into a Company for the Purpose of supplying with Water the Inhabitants, Buildings, and Lands within the said Limits, and for the Purpose of making, completing, and maintaining Waterworks for that Purpose, together with all proper Works and Conveniences connected therewith, authorized to be constructed, completed, and maintained by the said repealed Acts and this Act, and for the Purposes aforesaid shall be incorporated by the Name of "The *Staffordshire Potteries* Waterworks Company," and by that Name shall be a Body Corporate, and have a Common Seal, with perpetual Succession, and shall have Power to purchase, hold, sell, and dispose of Lands for the Purposes of the said Undertaking, subject to the Restrictions and Provisions contained herein; and the Common Seal of the Company hereby dissolved shall continue to be the Common Seal of the Company.

Vesting Property of dissolved Company in the new Company.

VII. That the whole of the Reservoirs, Aqueducts, Pipes, Goods, Debts, Monies, and other Property and Effects whatsoever, real and personal, belonging or owing to or held by the *Staffordshire Potteries* Waterworks Company, subject to the existing Debts, Liabilities, Engagements,

Engagements, Contracts, Obligations, and Incumbrances affecting the same, are hereby vested in and may be lawfully held, used, exercised, enforced, and enjoyed by the Company.

Conveyances, &c. to remain in force.

VIII. That, notwithstanding the Repeal of the said recited Acts, all Purchases, Sales, Conveyances, Leases, Mortgages, Bonds, Contracts, Agreements, Securities, and other Acts and Things before the Commencement of this Act done, entered into, executed, or instituted under or by virtue thereof, or with reference to the Purposes of the same respectively, shall be as good, valid, and effectual, to all Intents and Purposes whatsoever, for, against, and with reference to the Company incorporated by this Act, as if such Purchases, Sales, Conveyances, Leases, Mortgages, Bonds, Contracts, Agreements, Securities, and other Acts and Things had been made, done, entered into, executed, or instituted by the Company under this Act, and may be proceeded on and enforced accordingly.

Actions, &c. not to abate.

IX. That, notwithstanding the Repeal of the said recited Acts, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the Company before the Commencement of this Act shall not abate or be discontinued or be prejudicially affected, but, on the contrary, the same shall continue and take effect, both in favour of and against the Company, in like Manner in all respects as the same would have continued and taken effect if this Act had not been passed; and all Offences against the Provisions of the said recited Acts or either of them, committed before the Commencement of this Act, may be prosecuted, and all Penalties incurred by reason of such Offences, in like Manner in all respects as if this Act had not been passed.

Books, &c. to remain Evidence.

X. That, notwithstanding the Repeal of the said recited Acts, all Books, and other Documents by those Acts or either of them directed or authorized to be kept, and which if those Acts had not been repealed would have been receivable in Evidence, shall be admitted as Evidence in all Courts of Law and Equity and elsewhere, accordingly.

Officers to continue.

XI. That, notwithstanding the Repeal of the said recited Acts, every Officer and Servant appointed by virtue of or acting under the Authority of those Acts or either of them shall hold and enjoy his Office and Employment, with the Salary thereunto annexed, and be deemed an Officer and Servant of the Company, until he be removed from such Office and Employment, and he shall have the like Power and Authority for the Purposes of this Act, and be subject to the like Power of Removal, Rules, Regulations, Pains, and Penalties, in all respects whatsoever, as if he had been appointed under this Act.

XII. That

Existing Byelaws to remain in force.

XII. That all Byelaws, Rules, and Regulations which immediately before the passing of this Act were in force upon, concerning, or in respect of the Undertakings of the Company hereby dissolved, or any of them, shall continue and be in full Force and Effect upon, concerning, or in respect of the several Matters to which they respectively relate, for Six Calendar Months after the passing of this Act.

Plans, &c. already deposited to remain open for Inspection,

XIII. That the several Maps, Plans, Sections, and Books of Reference, and Corrections and Certificates of Correction of Maps, Plans, Sections, and Books of Reference, which prior to or in pursuance of the said repealed Acts or either of them have been deposited with the Clerk of the Peace for the County of *Stafford*, or with any Parish Clerk, shall remain in the Custody of the said Clerk of the Peace or Parish Clerk respectively, to the end that all Persons interested in any Manner therein may at all reasonable Times have Liberty to inspect the same, and to take Copies thereof or Extracts therefrom at their Pleasure, such Persons paying to such Clerk of the Peace or Parish Clerk from whom such Inspection or Copy or Extracts may be demanded respectively such Fee or Fees as may be legally exigible; and the said Maps, Plans, Sections, and Books of Reference, and the said Corrections and Certificates of Correction thereof, or any Copies thereof respectively, or of so much thereof respectively as shall relate to any Matter which may be in question, certified to be a true Copy by the respective Clerk of the Peace and Parish Clerk who have made the same, shall be admitted as Evidence in all Courts of Law or elsewhere, as fully and for all the like Intents as if this Act had not been passed.

and to be Evidence.

Power to raise additional Capital by Creation of new Shares.

XIV. And whereas the estimated Expense of the Works by this Act authorized, including the Purchase of Lands, is Thirty-five thousand Pounds: Be it enacted, That it shall be lawful for the Company to raise for the Purposes of this Act, in addition to any Sums which they are already authorized to raise, any further Sums of Money not exceeding in the whole the Sum of Thirty-five thousand Pounds, by the Creation of new Shares of the Company, upon such Terms and in such Manner as may be agreed upon at any General Meeting of the Company specially called for the Purpose, and the new Shares created by the Company under the Powers of this Act shall become Part of the general Capital of the Company: Provided always, that in the Creation of such new Shares no Preference or Guarantee Shares to have Priority over the original Shares shall be created or issued.

Calls.

XV. That One Pound *per* Share shall be the greatest Amount of any One Call which the Company may make on the Holders of Shares created by this Act, and Three Months at least shall be the Interval

between successive Calls, and that Three Fourths of a Share shall be the greatest Amount which shall be called up on each Share within any One Year.

Capital.

XVI. That the Capital of the Company shall be One hundred and five thousand Pounds, being the aggregate Amount of the Sums authorized to be raised by the Creation of Shares under the Provisions of the said recited Acts and of this Act.

Number and Amount of Shares.

XVII. That the Number of Shares into which the said Capital shall be divided shall be Twenty-one thousand, and the Amount of each Share shall be Five Pounds.

Power to borrow Money on Mortgage.

XVIII. That it shall be lawful for the Company to borrow on Mortgage or Bond any Sums of Money not exceeding in the whole the Sum of Thirty thousand Pounds; but the Sums which have been borrowed before the passing of this Act, and which shall from Time to Time be outstanding under the Mortgages granted in virtue of the Acts hereby repealed or either of them, shall be deemed a Part of the said Sum of Thirty thousand Pounds: Provided always, that no Part of such Sum shall be borrowed, beyond the Sums which have already been borrowed as aforesaid, until the whole of the said additional Share Capital of Thirty-five thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up.

Former Mortgages to have Priority.

XIX. Provided always, That all Mortgages or Bonds made or granted by the *Staffordshire Potteries* Waterworks Company before the passing of this Act, and which shall be in force at the Time of the passing of this Act, shall during the Continuance thereof have Priority over any Mortgages or Bonds to be made or granted in virtue of this Act.

Shares to vest in the Proprietors of Shares of the dissolved Company.

XX. That every Person who immediately before the passing of this Act was possessed of or entitled to any Share or Shares in the Capital of the *Staffordshire Potteries* Waterworks Company, shall in respect thereof be possessed of or entitled to a like Number of Shares of equal Amount in the Capital of the Company, and such Shares are hereby vested in such Persons accordingly, and shall confer on the Holders thereof the same Rights and Interests as they would have enjoyed in respect thereof if this Act had not been passed, save in so far as such Rights or Interests may be expressly altered by this Act.

Certificates of old Shares to apply to new Shares.

XXI. That the Certificates of the Shares created under the Powers of the said Acts hereby repealed, and which shall be existing at the Time of the passing of this Act, shall, until called in, continue to be the

the Certificates of the Shares created by this Act, in substitution of such former Shares, and it shall not be necessary or required for the Company to issue fresh Certificates in respect of such Shares, except under the Provisions of "The Companies Clauses Consolidation Act, 1845," in Cases where such Certificates shall be worn out or damaged, or lost or destroyed; but the Company may, if they think fit, at any Time call in such Certificates, and grant others in lieu thereof.

New Shares to be subject to the same Trusts as old Shares.

XXII. That all Persons in whom any of the said Shares are or may be vested as aforesaid shall stand and be possessed thereof upon the same Trusts, and subject to the same Powers, Provisions, Declarations and Agreements, Charges and Incumbrances, as those which immediately before the Commencement of this Act affect the Shares held by them in the Capital of the *Staffordshire Potteries* Waterworks Company, and for which such Shares in the Capital of the Company was or were substituted, and so as to give Effect to and not revoke any Will or Testamentary Disposition of or affecting the same.

Limits of Act for Water Supply.

XXIII. That the Limits of this Act for the Supply of Water by the Company shall comprise and include the several Parishes, Towns, Townships, Hamlets, Vills, and Places of *Hanley*, *Northwood*, *Shelton*, *Botteslow*, *Lane Delph*, *Fenton Vivian*, *Fenton Culvert*, *Longton*, *Lane End*, *Normacott*, *Meir*, *Blurton*, *Stoke-upon-Trent*, *Penkhull*, *Trent Vale*, *Hanford*, *Trentham*, *Harts Hill*, *Newcastle-under-Lyne*, *Etruria*, *Cobridge*, *Sneyd*, *Sneyd Green*, *Abbey Hulton*, *Rushton Grange*, *Burslem*, *Longport*, *Brownhills*, *Tunstall* otherwise *Tunstall Court*, *Wolstanton*, *Sandyford*, *Golden Hill*, *Kidsgrove*, *Chesterton*, *Knutton*, *Silverdale*, *Bucknall*, and *Norton in the Moors*, all in the County of *Stafford*.

Plans, &c. deposited with the Clerk of the Peace to be open to Inspection.

XXIV. And whereas Plans and Sections, describing the Lines, Levels, and Situations of the intended Works, and a Book of Reference containing the Names of the Owners, Lessees, and Occupiers of such Lands respectively, have been deposited at the Office of the Clerk of the Peace for the County of *Stafford*: Be it enacted, That such Plans and Sections shall be kept by the said Clerk of the Peace, and such Clerk of the Peace shall permit all Persons to inspect the same at all reasonable Times, and shall make out Copies and Extracts therefrom, for all Persons requiring the same, on being paid the Sum of One Shilling for every such Inspection, and at the Rate of Sixpence for every One hundred Words copied.

Company empowered to take certain Springs, &c.

XXV. That for the Purpose of supplying the Inhabitants within the Limits of this Act with Water it shall be lawful for the Company, subject to the Provisions and Restrictions in this Act contained, from Time

Time to Time to divert and alter the Course of and to take and use the Waters of the several Springs and Streams described on the said Plans as intended to be taken for the Purposes of this Act, and situate in or upon the Estate belonging to the Most Noble *George Granville* Duke and Earl of *Sutherland*, called *Wall Grange* in the Parish of *Leek* in the said County of *Stafford*, and also from Time to Time to divert and alter the Course of and take and use the Waters of certain other Springs and Streams called *New Springs*, described on the said Plans as intended to be taken for the Purposes of this Act, and situate in or upon certain Lands in the said Parishes of *Leek* and *Cheddleton* adjoining or near to the said *Wall Grange* Estate, and to convey the Waters aforesaid by Pipes, Aqueducts, or Conduits, to or into a Reservoir of the Company situate at or near *Ladderedge* or *Ladderedge Common* in the said Parish of *Leek*.

Power to make Waterworks according to deposited Plans.

XXVI. That it shall be lawful for the Company, subject to the Provisions of this Act, to make and maintain the said Works hereby authorized in the Line and according to the Levels defined on the Sections and upon the Lands delineated on the said Plans and described in the said Book of Reference, and to enter upon, take, and use such of the Lands, Streams, and Waters mentioned in the said Plans and Book of Reference as shall be necessary for that Purpose, or to agree for a Lease of such Lands and Streams, and to take therefrom such Water as the Company may require for the Purposes of this Act and the said incorporated Acts; provided that the maximum Quantity of Water to be abstracted by the Company for the Purposes of the said Undertaking shall not exceed One million five hundred thousand Imperial Gallons in a Day of Twenty-four Hours, until an additional Compensation Reservoir or additional Compensation Reservoirs shall have been made, completed, and certified as herein-after mentioned; provided also, that after such Completion and Certificate the maximum Quantity of Water to be abstracted for the Purposes of the said Undertaking shall not in any event exceed Three million Imperial Gallons in a Day of Twenty-four Hours.

Proprietors may grant Leases.

XXVII. That the several Persons empowered by "The Lands Clauses Consolidation Act, 1845," to convey Lands shall respectively have full Power to grant any Lease or Leases thereof, or of any Liberty, Licence, Power, or Authority in, upon, through, or over the same, for the Purposes of this Act or any of them: Provided always, that such Leases and Licences, if made by any Persons not seised in Fee Simple, shall in all Cases be at the most improved Rents which can be reasonably had for the same.

XXVIII. That,

Power to make other Works.

XXVIII. That, notwithstanding the Repeal of "The *Staffordshire Potteries* Waterworks Extension Act, 1849," the Company may make and maintain certain Works in the Parishes of *Caverswall*, *Stone*, *Trentham*, and *Stoke-upon-Trent*, according to the Plans and Sections of such Works referred to in the said Act.

Power to cross Railways, &c.

XXIX. That the Company may, subject to the Provisions of this Act and of the Acts incorporated herewith, from Time to Time cross Railways or Tramroads, and cross, break up, alter, or stop up temporarily any Turnpike or other Roads, Highways, Fords, Ferries, Footways, Bridges, Streets, Navigations, Streams, Watercourses, Drains, and Sewers within the several Parishes and Places mentioned in the Book of Reference deposited for the Purposes of this Act, so far as may be necessary for the Purposes of the Works by this Act authorized to be made: Provided always, that in the Exercise of the Powers granted by this Act and the Acts incorporated herewith the Company shall do as little Damage as may be, and shall make full Compensation to all Parties interested for all Damage sustained by them through the Exercise of such Powers, and if it be found necessary to cross, cut through, raise, or sink any Part of any Road, Street, Way, Passage, or Footpath so as to render it impassable for or dangerous to Passengers or Carriages, or to the Persons entitled to the Use thereof, the Company shall, before the Commencement of any such Operations, cause a sufficient Roadway, Passage, or Footpath to be made for and during the Progress of the Works, instead of the Road, Street, Way, Passage, or Footpath so interfered with, and shall, within Twelve Calendar Months after the Completion of the said Works, at the Expense of the Company, restore the said Road, Street, Way, Passage, or Footpath so crossed, cut through, raised, sunk, or used, and shall until such Restoration maintain such substituted Road, Street, Way, Passage, or Footpath in a State as convenient for Passengers and Carriages as the Road, Street, Way, Passage, or Footpath so interfered with, or as nearly so as may be: Provided also, that it shall not be lawful for the Company, without the Consent of the *North Staffordshire* Railway Company, to cross any Railway or Tramway belonging to the *North Staffordshire* Railway Company, except where the same Railway or Tramway is carried across any Turnpike, Highway, or other Road, and in that Case all Works to be done under this Act shall be performed under the Superintendence and to the Satisfaction of the Engineer of the *North Staffordshire* Railway Company.

Company to repair Damage done to Roads, &c.

Works interfering with Railways to be done under Superintendence of their Engineer.

Sufficient Roads to be provided before old ones

XXX. That if the Company do not cause another sufficient Road to be so made before they interfere with any such existing Road as aforesaid, they shall forfeit Twenty Pounds for every Day during which

are interfered with. Penalty for Neglect.

which such substituted Road shall not be made after the existing Road shall have been interrupted, and such Penalty shall be paid to the Trustees, Commissioners, Surveyor, or other Person having the Management of such Road, if a public Road, and shall be applied for the Purposes thereof, or, in case of a private Road, the same shall be paid to the Owner thereof, and every such Penalty shall be recoverable, with Costs, by Action in any of the Superior Courts.

Parties suffering Damage from Interruption of Road may recover in an Action on the Case.

XXXI. That if any Party entitled to a Right of Way over any Road so interfered with by the Company shall suffer any special Damage by reason that the Company shall fail to cause another sufficient Road to be made before they interfere with the existing Road, it shall be lawful for such Party to recover the Amount of such special Damage from the Company, with Costs, by Action on the Case in any of the Superior Courts, and that whether any Party shall have sued for such Penalty as aforesaid or not, and without Prejudice to the Right of any Party to sue for the same.

Penalty for failing to restore Road.

XXXII. That if any such Road be not so restored, or the substituted Road so completed as aforesaid, within the Period herein fixed for that Purpose, the Company shall forfeit to the Trustees, Commissioners, Surveyor, or other Person having the Management of the Road interfered with by the Company, if a public Road, or, if a private Road, to the Owner thereof, Five Pounds for every Day after the Expiration of such Period during which such Road shall not be so restored or the substituted Road completed; and it shall be lawful for the Justices by whom any such Penalty is imposed to order the whole or any Part thereof to be laid out in executing the Work in respect whereof such Penalty was incurred.

Company to repair Damage done to Roads used by them.

XXXIII. That if in the course of making the Works hereby authorized the Company shall use or interfere with any Road, they shall from Time to Time make good all Damage done by them to such Road; and if any Question shall arise as to the Damage done to any such Road by the Company, or as to the Repair thereof by them, such Question shall be referred to the Determination of Two Justices; and such Justices may direct such Repairs to be made in the State of such Road in respect to the Damage done by the Company, and within such Period, as they think reasonable, and may impose on the Company for not carrying into effect such Repairs any Penalty, not exceeding Five Pounds *per* Day, as to such Justices shall seem just; and such Penalty shall be paid to the Surveyor or other Person having the Management of the Road interfered with, by the Company, if a public Road, and be applied for the Purposes of such Road, or if a private Road the same shall be paid to the Owner thereof: Provided

vided always, that in determining any such Question with regard to a Turnpike Road the said Justices shall have regard to and shall make full Allowance for any Tolls that may have been paid by the Company on such Road in the course of the using thereof.

Period for Completion of Works.

XXXIV. That the Works hereby authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this or the said incorporated Acts granted to the Company for executing such Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Waterworks as shall then be completed; and the Powers by this Act granted for the Completion of the Works authorized by "The *Staffordshire Potteries* Extension Act, 1849," shall cease upon the Twenty-sixth Day of *June* One thousand eight hundred and fifty-four.

Company empowered to take certain Springs.

XXXV. That it shall be lawful for the Company, with the Consent of the said Duke and Earl of *Sutherland* under his Hand, and subject to the Provisions and Restrictions contained in this Act and in the Acts incorporated herewith, from Time to Time to divert and alter the Course of and to take and use the Waters of the several Springs described on the said Plans as intended to be taken for the Purposes of this Act, and situated in or upon Lands belonging to the said Duke and Earl of *Sutherland* at or near *Meir* in the Parish of *Caverswall*, and at or near *Normacot* in the Parish of *Stone*, and to convey such Waters by Pipes, Aqueducts, or Conduits into a Reservoir or Reservoirs constructed or to be constructed at or near *Meir* and *Normacot* aforesaid.

First and other Meetings.

XXXVI. That the First Ordinary Meeting of the Company shall be held at *Hanley* within Three Months after the passing of this Act, and an Ordinary Meeting shall be held in the Month of *May* in each Year, or at such other stated Period as shall be appointed for that Purpose by an Order of a General Meeting; and all Meetings, whether ordinary or extraordinary, shall be held at such Places within the Limits of this Act as the Directors of the Company for the Time being shall appoint.

Votes of Shareholders.

XXXVII. That the Scale according to which Shareholders may vote in respect of their Shares shall be as follows; (that is to say,) every Holder of Five Shares and less than Ten shall have One Vote, every Holder of Ten Shares and less than Twenty shall have Two Votes, every Holder of Twenty Shares and less than Thirty shall have Three Votes, and every Shareholder shall have an additional Vote for every Ten Shares beyond the First Ten Shares held by him; but

but no Shareholder shall have more than Fifty Votes in respect of all the Shares held by him.

Number and Qualification of Directors.

XXXVIII. That the Number of Directors (subject to the Provisons herein contained for reducing such Number) shall be Thirteen, including One Director to be nominated by the Duke and Earl of *Sutherland*, his Heirs or Assigns, as herein-after provided; and the Qualification of a Director shall be the Possession in his own Right of One hundred Shares in the Undertaking.

Power to vary the Number of Directors.

XXXIX. That it shall be lawful for the Company from Time to Time to reduce and again to increase the Number of Directors, but the whole Number of Directors shall never be greater than Thirteen nor less than Six.

Power to the Duke of Sutherland to nominate One Director.

XL. And inasmuch as the main Supply of Water for the Purposes of the Undertaking is obtained from the Springs and Streams in the Estate of the said Duke and Earl of *Sutherland* at *Wall Grange* in the Parish of *Leek* and County of *Stafford*: Be it therefore enacted, That the said Duke and Earl, and his Heirs or Assigns, the Owners or Proprietors for the Time being of the Messuage or Tenement called *Wall Grange* aforesaid, shall from Time to Time and at all Times have Power, by Writing under his or their Hand or Hands, to nominate some One Shareholder of the Company possessed of the requisite Number of Shares to be One of the said Directors of the Company; and the Persons so nominated shall for the Time being be invested with the same Powers and Authorities as if he had been chosen a Director by the Shareholders, and shall, whilst he continues to be so qualified, remain One of the Directors; and in case of the Death, Resignation, or Disqualification of the Person so to be nominated, the Vacancy in the Direction thereby occasioned shall from Time to Time be supplied in the like Manner by the said Duke and Earl, his Heirs or Assigns, being such Owners or Proprietors as aforesaid for the Time being; and every such Nomination of a Director to be made from Time to Time in pursuance of this Provision shall be registered in the Books of the Company.

Directors of old Company to continue Directors of new Company.

XLI. That the Persons who at the Time of the passing of this Act are Directors of the *Staffordshire Potteries* Waterworks Company shall be the First Directors of the Company, and shall retire from Office by Rotation, as nearly as may be in the Proportions and in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845" (those longest in Office without having been re-elected retiring first); and such retiring by Rotation shall commence at the First Ordinary Meeting of the Company to be held in the Year One thousand

sand eight hundred and fifty-three; and at such Meeting, and at all subsequent Meetings of the Company held in the Month of *May*, the Shareholders of the Company shall elect Directors in the Place of those then retiring.

Dividend half-yearly.

XLII. That it shall be lawful for the Directors, without the Direction or Sanction of a General Meeting, from Time to Time to declare and pay, in the Interval between any Two ordinary annual General Meetings, a Half Year's Dividend out of the Profits of the Company to the Shareholders; but the Directors shall not make any Dividend whereby the Capital of the Company shall be reduced.

Contingent Fund.

XLIII. That the Amount of the Reserved or Contingent Fund to be set aside shall not exceed Ten thousand Pounds.

Notices to Shareholders

XLIV. That all Notices to be served by the Company on Shareholders shall be so served as to allow the Party served at least Five clear Days for observing or performing the Act, Matter, or Thing therein required or mentioned.

Rates for Supply of Water for domestic Purposes.

XLV. That the Company shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street within their Limits in which any Pipe of the Company shall be laid, or 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 Uses, at Rates to be ascertained by the rateable annual Value, as assessed to the Poor of such House, not exceeding the Rates herein-after specified; (that is to say,)

When such annual Value shall not exceed Five Pounds at the Rate of Six Shillings and Sixpence *per Annum*, which shall include the Supply of One Watercloset:

When such annual Value shall exceed Five Pounds but shall not exceed Six Pounds, at the Rate of Eight Shillings and Eightpence *per Annum*, which shall include the Supply of One Watercloset:

When such annual Value shall exceed Six Pounds but shall not exceed Thirty Pounds, at a Rate *per Centum per Annum* on such Value not exceeding Five Pounds, exclusive of Waterclosets and private Baths:

When such annual Value shall exceed Thirty Pounds but shall not exceed Fifty Pounds, at a Rate *per Centum per Annum* on such Value not exceeding Four Pounds Ten Shillings, exclusive of Waterclosets and private Baths:

When such annual Value shall exceed Fifty Pounds, at a Rate *per Centum per Annum* not exceeding Four Pounds, exclusive of Waterclosets and private Baths:

Rates if there be a Watercloset or private Bath.

And for a Watercloset or Waterclosets, or fixed Bath or Baths, in the Dwelling Houses or Places after mentioned, in addition to the Rates above specified, the following Rates shall be payable; (that is to say,)

When such annual Value shall exceed Six Pounds *per Annum* and shall not exceed Twenty Pounds *per Annum*, for One Watercloset or private Bath the Sum of Six Shillings *per Annum*:

When such annual Value shall exceed Twenty Pounds *per Annum* and shall not exceed Forty Pounds *per Annum*, for One Watercloset or private Bath the Sum of Eight Shillings *per Annum*:

When such annual Value shall exceed Forty Pounds or upwards *per Annum*, for One Watercloset or private Bath the Sum of Ten Shillings *per Annum*:

And for each additional Watercloset or private Bath, if more than One, in any of the aforesaid Cases, the Sum of Two Shillings *per Annum*:

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; and in case any Dispute shall arise as to the Construction or Sufficiency for the Purposes aforesaid of any such Watercloset or Bath, or the Apparatus and Pipes connected therewith, such Dispute shall be settled in the Mode provided by the 48th and 49th Sections of "The Waterworks Clauses Act, 1847."

Power to charge additional Rates.

XLVI. And inasmuch as the Extension of the Works of the Company into the Townships or Places of *Golden Hill* and *Kidsgrove* will be attended with unusual permanent Expense, it is equitable that the Company should be entitled to charge extra or additional Rates for the Supply of Water to such Townships or Places: Be it therefore enacted, That the Company may, notwithstanding the Provisions of this Act, charge, in addition to the foregoing Rates respectively, within the Limits of such Townships or Places, such further Rates as they may from Time to Time fix, not respectively exceeding Forty *per Cent. per Annum* upon the foregoing Rates.

XLVII. That

The Staffordshire Potteries Waterworks Consolidation and Extension Act, 1853.

Where Quantity required is uncertain, the Charge to be according to the Rates herein specified.

XLVII. That in Cases of Schools, Manufactories, Dyers, Printers, Bleachers, Brewers, Innkeepers, Livery Stable Keepers, Alehouse Keepers, and other Persons requiring a Supply of Water for other Purposes than his or their own Families Consumption, or Persons requiring a Supply of Water for Baths, Ponds, or Pools, or Closets, or for washing Carriages, or for Cows or Horses, or for the Purposes of any Trade or Business whatsoever, such Supply shall be furnished by the Company in such Cases at and after the following Rates; (that is to say,) a Rate not exceeding Eightpence for every One thousand Gallons so supplied as aforesaid up to Five hundred thousand Gallons; and where the Water so supplied as aforesaid shall exceed Five hundred thousand Gallons but not exceed One million Gallons *per Annum*, at a Rate not exceeding Sevenpence for every One thousand Gallons of such Excess beyond Five hundred thousand Gallons; and where the Water so supplied as aforesaid shall exceed One million Gallons but not exceed One million five hundred thousand Gallons *per Annum*, then at a Rate not exceeding Sixpence for every One thousand Gallons of such Excess beyond One million Gallons; and where the Water so supplied as aforesaid shall exceed One million five hundred thousand Gallons but not exceed Two million Gallons *per Annum*, at a Rate not exceeding Fourpence for every One thousand Gallons of such Excess beyond One million five hundred thousand Gallons; and where the Water so supplied as aforesaid shall exceed Two million Gallons *per Annum*, at a Rate not exceeding Threepence for every One thousand Gallons of such Excess beyond Two million Gallons: Provided always, that in the Case of Stables or Premises in which Horses or Carriages are kept attached to and occupied with any private Dwelling House, the Water Rate shall, if desired by the Occupier of such House and Stables or Premises, be assessed upon the Amount of Rent of the private Dwelling Houses, including the Rent of such Stables or Premises; and the Company shall not in such Case be authorized to take the additional Charges herein-before authorized in respect of the Supply of Water for such Horses and Carriages.

Occupiers of Houses, with Stables attached, may have Supply by Quantity or be rated upon the Rent.

Water for other than domestic Uses to be supplied by Agreement

XLVIII. That it shall be lawful for the Company to supply any Person with Water for other than domestic Uses at such Rate and upon such Terms and Conditions as shall be agreed upon between the Company and the Persons desirous of having such Supply of Water; but such last-mentioned Supply shall not be furnished by the Company so as to prejudice or diminish the full and adequate Quantity required for domestic Uses.

Power to lease Rates.

XLIX. That it shall be lawful for the Company to lease the whole or any Part of the Water Rates payable to the Company by virtue of this

this Act or otherwise for any Term not exceeding Three Years, and upon such Terms, Covenants, and Conditions as the Company shall think fit; and every Lessee shall have the same Powers, Rights, and Remedies for recovering and enforcing the Payment of the Water Rates granted by the Lease as are by this and the said incorporated Acts vested in the Company for that Purpose: Provided always, that no such Lease shall defeat or abridge the Power by "The Waterworks Clauses Act, 1847," given to the Court of Quarter Sessions of directing the Reduction of the Rates; and the Company shall reduce the Rates in the same Manner as they would have done in case no Lease had been granted.

Persons using Water to provide Stopcocks.

L. That every Person supplied with Water under the Provisions of this Act shall, when required by the Company, provide and affix such proper Tap, Stopcock, or other Apparatus to the Pipe conducting the Water from the Works of the Company as the Company shall direct, and shall keep such Tap, Stopcock, or other Apparatus in good Repair, so as effectually to prevent the Water from running to Waste; and in case any such Person shall neglect to provide, when required by the Company, such Tap, Stopcock, or other Apparatus, or to keep the same in good Repair, it shall be lawful for the Company, or for any Person acting under their Authority, to cut off the Pipe or turn off the Water from the Premises of such Persons until such Tap, Stopcock, or other Apparatus shall be provided or repaired, as the Case may require; provided that if any Dispute shall arise as to the Necessity or Fitness of the Directions or Requirements of the Company, the same shall be settled in the Mode provided by the 48th and 49th Sections of "The Waterworks Clauses Act, 1847."

Penalty for suffering Waste of Water.

LI. That if any Person supplied with Water shall wilfully or negligently do or suffer any Act so that the Water supplied to him by the Company shall be wasted, or the Supply thereof improperly increased, he shall forfeit for every such Offence a Sum not exceeding Five Pounds.

Existing Compensation Reservoir to be maintained.

LII. And whereas the Water flowing or issuing from the Springs and Streams herein-before mentioned, and which was authorized to be taken and diverted for the Purposes of "The *Staffordshire Potteries* Waterworks Act, 1847," or some of it, flowed formerly into the River *Churnet*, and was at the Time of the passing of the said Act employed in driving or assisting to drive the Machinery of the following Mills situate in or contiguous to the said River; (that is to say,) a Flint Mill at *Cheddleton*, and One other Flint Mill at *Consall*, the Property of Colonel *George Smith*, *John Jenkyns* Esquire, and others; a Paper Mill at *Cheddleton* aforesaid, the Property of *Sarah Sophia*

The Staffordshire Potteries Waterworks Consolidation and Extension Act, 1853.

Sophia Adams and *Ann Adams*, Spinsters; a Corn, Whiting, and Colour Mill at *Froghall*, the Property of *John Birch*; a Copper and Brass Mill at *Oakamoor*, the Property of *Thomas Bolton*; and a Paper Mill and a Corn Mill at *Alton*, the Property of the Right Honourable *John* Earl of *Shrewsbury and Waterford*; and was also employed in affording a Supply of Water for the Purposes of some of the Branch Canals of the Navigation from the *Trent* to the *Mersey*: And whereas the maximum estimated Quantity of Water required by the Company for the Purposes of the said Works authorized by "The *Staffordshire Potteries* Waterworks Act, 1847," was at and after the Rate of One million five hundred thousand Imperial Gallons *per* Day of Twenty-four Hours: And whereas, in lieu of the Water abstracted from the Springs and Streams which flowed into the said River *Churnet*, the *Staffordshire Potteries* Waterworks Company have constructed in *Deep Hayes Valley* in the Parish of *Cheddleton* in the said County of *Stafford*, near to the said River *Churnet*, a Compensation Reservoir sufficient to contain Twenty millions of Cubic Feet of Water at the least, and the same was on the Twenty-second Day of *November* One thousand eight hundred and forty-nine, duly certified by Two Magistrates for the said County of *Stafford*, and such Certificate has been deposited with the Clerk of the Peace for the same County: Be it enacted, That the Company shall for ever hereafter uphold and maintain the said existing Reservoir of the Dimensions and Extent aforesaid, with sufficient Embankments, Waste Weir, Watercourses, Discharge Pipes, Gauges, and other Works, for the Purpose of retaining Flood Waters and other Waters, and for discharging the same, so and in such Manner as that the Supply of Water in the said River will be increased and rendered more uniform.

Gauge for Supply of Water from Reservoir.

LIII. And whereas the Company have caused a Gauge to be constructed below and within the Distance of One hundred Yards from the Point at which the Water issues from the Discharge Pipe of the said existing Compensation Reservoir, and joins the Water flowing over the Waste Weir of the same: Be it enacted, That, until the additional Compensation Reservoir herein-after authorized to be made shall have been completed and certified in manner herein-after mentioned, the Company shall constantly during the Twenty-four Hours of each Day in every Week cause a Supply of Water after the Rate of Five Cubic Feet and One Quarter of a Cubic Foot *per* Second to pass through such Gauge into the said River *Churnet*, or in lieu thereof the Company, if required so to do by all the Owners for the Time being of the Mills, Canals, and other Works on or contiguous to the said River interested in such Supply of Water, shall cause a like Supply of Water to pass from such existing Reservoir through such Gauge into the said River at a proportionably increased Rate during such less Portion of each such Day as such Owners shall from Time to Time determine:

determine: Provided always, that the Company shall and they are hereby required to allow all surplus or waste Water from the said Compensation Reservoir to flow down from thence into the said River.

Company to construct Compensation Reservoirs if more than a certain Quantity of Water is taken from the River Churnet.

LIV. That before the Company shall abstract or take from the said Springs or Streams, or from any other Sources or tributary Streams of the said River *Churnet*, a greater Quantity of Water than One million five hundred thousand Imperial Gallons in any One Day, the Company shall and they are hereby required, within Four Years from the passing of this Act, to construct for the Use and Benefit of the Owners and Occupiers of the said Mills such additional Compensation Reservoir or Reservoirs, with proper Embankments, Waste Weirs, Watercourses, Discharge Pipes, Gauges, and other Works, as shall, together with the existing Reservoirs in *Deep Hays Valley*, be capable of constantly discharging into the said River *Churnet* such Quantity of Water as shall be equal to the maximum Quantity of Water required to be taken by the Company, exclusive of the ordinary Flow of the *Deep Hays* Stream, and of the Stream or Streams on which the additional Reservoir or Reservoirs shall be constructed; and such additional Reservoir or Reservoirs shall as to the Capacity and Sufficiency thereof, be made and completed to the Satisfaction of an Engineeer to be appointed by the Owners and Occupiers of the said Mills, as herein-after mentioned, who, upon the Completion thereof to his Satisfaction, shall give a Certificate in Writing of such Completion, and shall certify that such additional Reservoir or Reservoirs, together with the now existing Reservoir in *Deep Hays Valley*, are capable of constantly discharging, by way of Compensation, and in addition to the ordinary Flow of the Streams upon which the same shall have been respectively constructed, a Quantity of Water equal to the maximum Quantity of Water so then required to be taken by the Company, and which Quantity shall be specified in such Certificate.

Reservoir to be completed to the Satisfaction of an Engineer, who shall certify the same.

Until Certificate given Company not to take Water, &c.

LV. That until the giving of such Certificate the Company shall not take or abstract for the Purposes of the said Undertaking any greater Quantity of Water than One million five hundred thousand Imperial Gallons *per* Day, nor, after such Certificate shall have been given, shall the Company take or abstract from such Springs or Streams any greater Quantity of Water in a Day than the Quantity specified in such Certificate.

Company to maintain Reservoirs, &c. to the Satisfaction of Engineer, who shall

LVI. That the Company shall for ever thereafter maintain, for the Use and Benefit of the Owners and Occupiers for the Time being of the said Mills, the said existing Reservoir, and such additional Compensation Reservoir or Reservoirs as shall be constructed and certified as aforesaid, with proper Gauges for measuring the Flow of Water therefrom,

therefrom, and after the giving of any such Certificate as aforesaid the Company shall constantly cause to be discharged from such Reservoirs and through such Gauges such Quantity of Water *per* Second as shall be equal to the maximum Quantity of Water which the Company shall for the Time being have Power to abstract, in addition to the ordinary Flow of the Streams upon which such existing and additional Reservoirs shall have been respectively constructed, such aggregate Quantity to be ascertained and certified by the Engineer to be appointed by the said Mill Owners, and to be supplied from such existing and additional Reservoirs respectively in such Proportions and under such Regulations and in such Manner as such Engineer shall determine; provided that in lieu of the constant Supply hereby directed to be given the Company shall, if required by a Notice in Writing so to do, by all the Owners and Occupiers for the Time being of the said Mills interested in such Supply, cause an equal Supply of Water to pass from such Reservoirs through such Gauges into the said River at a proportionably increased Rate during such less Portion of such Day as such Owners and Occupiers shall from Time to Time determine; provided also, that the said Company shall allow all surplus or waste Water from the existing and additional Compensation Reservoirs to flow down from them into the said River.

certify the same.

LVII. That at any Time after the Expiration of One Year from the giving of such Certificate as aforesaid it shall be lawful for the said Engineer appointed by the said Mill Owners and Occupiers to vary or amend the Terms of such Certificate, and such amended Certificate shall thenceforth have the same Effect as the original Certificate: Provided that the aggregate Quantity of Water to be supplied from such Reservoirs by way of Compensation, excluding the ordinary Flow of the Streams upon which the same shall have been constructed, shall not be increased unless the Company shall require to take a greater Quantity of Water than shall have been specified in the former Certificate.

Power to Engineer to amend Terms of Certificate.

LVIII. That if at any Time the Company shall abstract from the said Springs or Streams a greater Quantity of Water than they are hereby authorized, or if at any Time after the Completion and Certificate of an additional Compensation Reservoir as aforesaid the Company shall fail to supply or cause to flow through or over the Gauges or Weirs of the existing or additional Compensation Reservoirs the several Quantities of Water which they are hereby or shall be in manner aforesaid required to supply or cause to flow over the same respectively, under the Provisions of this Act, and at such Time and in such Manner and Quantities as may be required in accordance with the said Provisions, they shall, for each and every Day during which

Penalty on Company taking more Water than authorized.

which they shall fail so to afford such Supply, forfeit and pay to the Occupier for the Time being of each of the said Mills entitled to such Supply who shall apply for the same within One Month after such Failure shall have occurred, the Sum of Ten Pounds, which Sum, together with full Costs, may be recovered by every such Occupier against the Company, in like Manner as Penalties may be recovered under the Provisions of "The Lands Clauses Consolidation Act, 1845," applicable to the Recovery of Forfeitures, Penalties, and Costs.

Company to employ Persons to manage Discharge of Waters from Reservoirs.

LIX. That the Company shall constantly employ, at their own Expense, a proper Person or Persons (to be approved by the Owners and Occupiers of the said Mills at any Meeting as herein-after mentioned), who shall manage and regulate the Discharge of the Water from the said existing and additional Compensation Reservoirs respectively, for the Use of the said Mills, in accordance with the Provisions herein contained; and such Person or Persons shall keep, in a Book to be provided by the Company for that Purpose, and in such Form as shall be approved by the said Engineer appointed by the said Mill Owners and Occupiers, an accurate daily Register showing the Height of Water in the said Reservoirs respectively, and the Discharge of Water therefrom, and such Register shall be open to the Inspection of the Mill Owners or their Agents at all reasonable Times, and a certified Copy of such Register shall, when required, be furnished to the Owners and Occupiers of the said Mills: Provided always, that the Owners and Occupiers of the said Mills, by Resolution at any Meeting held after Seven Days Notice in Writing of such Meeting given to the Company, may require the Company to remove any such Person or Persons, and to appoint any other Person or Persons, in manner aforesaid, in his or their Place and Stead.

Company to make Compensation for abstracting additional Quantity of Water from below Mills.

LX. That if the Supply of Water to be obtained from any additional Compensation Reservoir to be constructed under the Provisions of this Act shall flow into the said River *Churnet* below any of the said Mills, the Company shall not, by reason of the Completion and Certificate of such additional Reservoir, be entitled to abstract any additional Quantity of Water from the said Springs and Streams, until they shall have made full Compensation, to be settled by Arbitration, pursuant to the Provisions of "The Lands Clauses Consolidation Act, 1845," to the Owners and Occupiers for the Time being of the said Mills, or shall have purchased such Mills.

Power to Mill Owners from Time to Time to examine Counter fixed on Engine Beams, &c.

LXI. That the Mill Owners and Occupiers, or their respective Agents, shall have Power from Time to Time to examine the Counter affixed on the Engine Beams so as to ascertain the Quantity of Water abstracted, and that the Company shall also keep a monthly Register of the Quantity of Water taken by them, which Register shall

shall be open to the Inspection of and Extracts or Copies permitted to be taken by the Mill Owners or Occupiers, or their respective Agents.

Company may acquire additional Lands.

LXII. That for the Purpose of constructing the said additional Compensation Reservoir or Reservoirs, and the Works connected therewith, it shall be lawful for the Company to purchase and acquire, with the Consent of the Owners and Occupiers thereof, any Land which may be necessary, not exceeding Eighty Acres, in addition to the Lands authorized to be acquired by this Act or by the Acts incorporated herewith.

Provisions as to letting off Water of Reservoirs.

LXIII. That it shall be lawful for the Company, their Agents, Servants, and Workmen, to draw and let off the Water of the said existing and additional Compensation Reservoirs, when and so often as it shall be requisite, for the Purpose of repairing and keeping in repair the said Reservoirs, or the Works appertaining thereto, or any Part or Parts thereof respectively, or for any other necessary Purpose, the Company, in drawing off the said Water, doing as little Damage thereby as possible, and using all convenient Despatch in reinstating the Reservoirs.

Provisions as to drawing off Water until Completion of Compensation Reservoir, &c.

LXIV. That, until an additional Compensation Reservoir shall have been completed and certified as aforesaid, the Company shall, during such Times as the Water in the said existing Compensation Reservoir shall be drawn or let off for any Purpose by this Act authorized, constantly during Twenty-four Hours for each Day discharge therefrom through the Gauge into the River *Churnet* Two Cubic Feet and Three Fourths of a Cubic Foot of Water *per* Second; and if after the Completion and Certificate of an additional Compensation Reservoir the Company shall require to draw or let off the Water from any One of the existing or additional Reservoirs, the Company shall at such Times allow the Stream or Streams upon which such Reservoir shall have been constructed to flow freely into the River *Churnet*, and shall during such Time reduce the maximum Quantity which the Company shall have Power to abstract from the said Springs and Streams by such a Quantity as shall be equal to the Quantity of Compensation Water which such Reservoir shall have been certified to have been capable of supplying, and during the drawing and letting off the Water from such Reservoir the Company shall not be subject or liable to any of the Penalties herein-before imposed for Default in the Supply of the prescribed Quantity of Water from that Reservoir, unless the Company act contrary to or neglect or refuse to perform the Stipulations and Arrangements herein-before contained and directed to be observed during the Time that the Water shall be drawn or let off from any such Reservoir.

Power to Owners of Mills, &c. to require Reservoirs to be examined, and, if found defective, to have them repaired.

LXV. That the Owners for the Time being of the said Mills and Canals, or any of them, after having given to the Company Seven Days Notice in Writing of their or his Intention so to do, shall have full Power and Authority, as Agents for and at the Expense of the Company, to cause the said Compensation Reservoirs, Gauge, and other Works to be examined and inspected, for the Purpose of ascertaining whether the same respectively are in good Condition and Repair; and if such Works or any of them shall be found not to be in good Condition and Repair, then it shall be lawful for said Owners of the said Mills and Canals, or any of them, to give to the Company a Notice in Writing specifying the Nature of the Works required to be done; and if the Company shall omit for the Space of Fourteen Days to comply therewith, then such Owners shall have full Power and Authority, as the Agents for and at the Expense of the Company, to order and direct the same to be repaired and cleansed; and the Persons examining, repairing, and cleansing such Reservoirs or other Works by such Order or Direction as aforesaid shall have the same Remedies by Action or otherwise against the Company or any individual Member thereof, for their Costs, Charges, or Expenses for doing the same, as such Persons would have had against the Company or any individual Member thereof for such Costs, Charges, or Expenses, if the Order or Direction for such Examination, Repair, or Cleansing had been given directly by the Company or any Member or Officer thereof.

Company to make good Damages occasioned by Failure of their Works.

LXVI. That the Company shall from Time to Time and at all Times for ever hereafter pay and make good to the Owners and Occupiers of the several Mills and Manufactories for the Time being situated upon or contiguous to the said River *Churnet*, and to the Owners and Occupiers of any other Buildings, Lands, or Grounds, and to all other Persons, all Loss, Costs, Charges, Sums of Money, Damages, and Expenses whatsoever, and all Injury, of what Nature or Kind soever, as well immediate as consequential, which such Owners or Occupiers or such other Persons may sustain, pay, expend, or be put unto, or be subject or liable to sustain, pay, expend, or be put unto, by reason or in consequence of the bursting, leaking, failure, or insufficiency of any Compensation or other Reservoirs, Embankments, Weirs, Watercourses, Aqueducts, Pipes, or other Works now or hereafter to be constructed by the Company under the Authority of this or the said repealed Acts, or of any Part thereof.

Power to Justices to inquire if Reservoir is in a dangerous State,

LXVII. And in order to provide against Accidents to Life or Property by the bursting of any Impounding Reservoir authorized to be made or 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

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 the Embankment by which the Water is retained in 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 Embankment 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 Embankment 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 Embankment 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 Embankment 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,)

and order it to be repaired.

Penalty on Company for Neglect.

'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 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

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 Embankment, 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.

As to Appointment and Removal of Mill Owners Engineer.

LXVIII. That the said Mill Owners Engineer shall be from Time to Time appointed by the Owners and Occupiers of the following Mills; *viz.*, the said Flint Mill at *Cheddleton*; the said Flint Mill at *Consall*; the said Corn, Whiting, and Colour Mill at *Froghall*; the said Copper and Brass Mill at *Oakamore*; and the said Paper Mill and Corn Mill at *Alton*; and that such Owners and Occupiers may from Time to Time hold Meetings for the Purpose of electing or removing such Engineer, or for approving or requiring the Removal of the Person or Persons appointed to regulate the Discharge of Water from the Compensation Reservoirs, or for any other necessary Purpose; and that such Meetings shall or may be convened at *Leek*, or at some other convenient Place in the Neighbourhood, by the Owner of any One of the said Mills, by Seven Days Notice in Writing left at each of the other Mills; and the Owners or Occupiers of Three of the said Mills, or their Agents, shall form a Quorum; and any such Meeting may be adjourned as Occasion may require; and that a Chairman shall be elected at such Meetings, and all Questions shall be decided by a Majority of Votes of Persons present, and voting according to the following Scale:

The Owner of each of the said Mills, or his Agent duly authorized in Writing, shall be entitled to Two Votes in respect of such Ownership,

Ownership, and if there be more than One Owner of any such Mill the Owners of such Mill shall vote by their Agent, or may delegate Powers for such Purpose to One of their Number; the Occupier of each of the said Mills, or his Agent duly authorized in Writing, shall be entitled to One Vote in respect of such Occupation; and if there be more than One Occupier of any such Mill, the Occupiers of such Mill shall vote by their Agent, or may delegate Powers for such Purpose to One of their Number;

When the Ownership and Occupation of any Mill are united in the same Person or Persons, he or they shall be entitled to vote both in respect of his or their Ownership and Occupation:

The Chairman of the Meeting shall have a Casting Vote:

For the Purpose of such Meetings the Person or Persons entitled to the First Estate of Freehold in the said Mills respectively shall be deemed the Owner or Owners thereof.

Charges of Mill Owners Engineer to be defrayed by the Company.

LXIX. That the Charges of the Engineer or other Persons appointed by the Mill Owners in pursuance of the Provisions of this Act 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 prescribed by "The Lands Clauses Consolidation Act, 1845."

Provision to insure the due Regulation of the Gauge.

LXX. That it shall be lawful for the Owners of the said Canals, and for the respective Owners and Occupiers of Mills on the Streams below the said existing Compensation Reservoir, to have free Access at all Times, by themselves, their Agents or Servants, to the said Gauge, for the Purpose of measuring or testing the Quantity of Water from Time to Time passing through or over the same; and it shall be lawful for Three Owners of the Mills and Canals above enumerated to give Fourteen Days Notice in Writing to the Company of their Dissatisfaction with the Management of the said Gauge, and after the Expiration thereof to convene a Meeting of such Owners of Mills and Canals, by Seven Days Notice in Writing to be left at the Mills of such Owners and at the principal Office of the Owners of the said Canals; and a Majority of such Owners of Mills and Canals present at such Meeting shall and may appoint a fit and proper Person to act on behalf of such Owners in inspecting and testing the Quantity of Water discharged through the said Gauge, and also from Time to Time, at any Meeting to be convened in the Manner herein-before mentioned, to discharge the Person so to be appointed as aforesaid, and to appoint another fit and proper Person in the Room of the Person so to be discharged, and so from Time to Time as often as they shall think proper; and the Company shall pay all reasonable Expenses attending the Employment of such Person, not exceeding the Rate of Fifty Pounds *per Annum*.

Power to Company to purchase Mills, &c.

LXXI. That it shall be lawful for the Company to purchase by Agreement all or any of the said Mills for a Sum of Money in gross, or to agree for a Lease of such Mills for an annual Rent, upon such Terms and under such Conditions as may be arranged between the Parties; provided that such Sale or Lease be submitted to a Meeting of the Proprietors of the Company held specially for that Purpose, and approved of at such Meeting by at least Three Fourths of the Proprietors then present.

General Saving of Rights.

LXXII. That nothing in this Act contained shall be construed to affect, diminish, abridge, prejudice, or alter in any Manner whatsoever any Right which, before the passing of this Act, the Owners, Lessees, and Occupiers of any Lands, Canals, Mills, and Works, or of any of the Springs or Streams authorized to be taken or used for the Purposes of this Act, had or have possessed or enjoyed, or might lawfully have, possess, or enjoy, to the Use of the Waters of the said Spring or Streams, or of the tributary Water, Springs, or Streams flowing into the same, except so far as is provided and declared in and by this Act.

Company to repair Damage done to the Trent and Mersey Canals, &c. during Construction of Works.

LXXIII. That the Mains or Pipes which are intended to be laid by the Company under any of the Canals or Branches of the said *Trent and Mersey* Navigation, or through or under or along the Towing Paths or Embankment thereof, shall be laid under the Superintendence of the Engineer for the Time being of the *North Staffordshire* Railway Company; and the Company in laying such Mains or Pipes shall not impede the Navigation of the said Canals or Branches, or any of them; and in the event of any Damage being done to the said Towing Paths or Embankments, or the Navigation of the said Canals or Branches being so impeded as aforesaid, the Company shall make Compensation for the same to the *North Staffordshire* Railway Company as Proprietors of the *Trent and Mersey* Canal Navigation, such Compensation to be fixed and determined (unless the said Parties shall otherwise agree) conformably to the Provisions of "The Lands Clauses Consolidation Act, 1845," in the Cases of Questions of disputed Compensation required to be settled by Arbitration.

Compensation to Owners for laying down and continuing Pipes, &c. under their Lands.

LXXIV. That as a Compensation for any Pipes, Tunnels, Aqueducts, Conduits, Reservoirs, Ways, or other Works which shall under the Provisions of this Act be made, constructed, and laid down in, upon, or under any Lands and Streams, the Company shall yearly and every Year within which any such Pipes, Tunnels, Aqueducts, Conduits, Reservoirs, Ways, or other Works shall be continued in, upon, or under such Lands and Streams pay to the Owner of such Lands and Streams a Rent, to be fixed and determined conformably to and in such Manner as is directed by "The Lands Clauses Consolidation Act, 1845," relative to Compensation Monies for Lands taken

or purchased otherwise than by Agreement, and in fixing and determining the Amount of such Rent there shall from Time to Time be taken into consideration the Nuisance, Loss, Damage, and Inconvenience which such Owner or his Tenant may sustain by reason of the Works authorized by this Act to be made, or by his being liable to have his Lands, or the Surface thereof, or the Crops growing thereon, disturbed, destroyed, damaged, or passed over, or occupied by the Company or their Workmen or Servants, or other Persons, in making, examining, repairing, cleansing, or renewing any Pipes, Tunnels, Aqueducts, Conduits, Reservoirs, Ways, or other Works, or otherwise in relation thereto; and the Rent to be so fixed and determined shall not include, but be in addition to, Compensation for any Damage or Injury which shall or may be done by the Company to any Lands, or any Crops growing thereon, and also for the Use or Occupation of any Lands by the Company, and for any Soil, Trees, or other Things which may be removed and used by the Company.

Company to perform certain Acts required to be done by North Staffordshire Railway Company.

LXXV. That from and after the passing of this Act the Company, and their Successors and Assigns, shall and they are hereby required thenceforth to perform and do all and every the Acts, Matters, and Things directed by "The *North Staffordshire* Railway Act, 1847," to be performed and done by the *North Staffordshire* Railway Company with reference to the Reservoir and Spring of Water referred to in the same Act, and therein described as being situated in certain Lands of the said Duke and Earl of *Sutherland*, and now leased by the said Duke and Earl to the Company; and the Company shall also at all Times and for ever thereafter indemnify the said Railway Company, and their Successors or Assigns, for all Damages, Costs, or Expenses suffered or sustained by them in consequence of the Nonperformance of such Acts, Matters, and Things, or any of them.

Provision as to Works at the Meir Tunnel of the North Staffordshire Railway.

LXXVI. And whereas the Company have constructed certain Works at or near the *Meir* Tunnel of the said *North Staffordshire* Railway: Be it enacted, That all subsequent Alterations and Repairs of such Works shall be made and executed with the Consent, under the Superintendence, and to the Satisfaction of the Engineer for the Time being of the said Railway Company, and all such Alterations and Repairs shall be made, executed, and completed at the sole Risk of the Company, who shall be liable for all Damages occasioned by such Alterations and Repairs to any of the Works or Property of the said Railway Company.

Penalty for impeding Traffic on the Railway.

LXXVII. That if any Works shall be so constructed by the Company as to impede or interfere with the Traffic upon the said Railway, or if the said Traffic shall be impeded or interfered with in consequence of any Act or Omission of the Company, or any of their Agents,

Agents, Servants, or Workmen, then the Company shall pay to the said Railway Company, as and by way of ascertained Damages, the Sum of Fifty Pounds for every Hour during which such Impediment or Interruption shall continue, and in default of Payment of the Sum or Sums which may have been ascertained to be due in respect of such Damage, within Seven Days after Demand in Writing made by the Solicitor or Agent of the said Railway Company upon any Clerk or Officer of the Company, the said Railway Company may sue for and recover the same, together with full Costs of Suit, from the Company, by Action of Debt or on the Case, in any of Her Majesty's Courts of Record at *Westminster*.

Lands of Railway Company not to be taken without Consent.

LXXVIII. That nothing contained in this Act or in the Acts incorporated herewith shall extend or be deemed or construed to extend to authorize the Company to purchase, take, or use any Land which the said Railway Company have already purchased or are authorized to purchase for the Purposes of their Undertaking or the Works connected therewith, without the Consent of the said Railway Company, such Consent to be signified in Writing under the Hand of the Secretary for the Time being of the said Railway Company.

Saving Rights of Railway Company.

LXXIX. That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, Privileges, or Authorities vested in the said Railway Company, but all their Rights, Powers, Privileges, and Authorities under their several Acts of Parliament are hereby expressly reserved.

Undertaking not to exempt from Public Health Acts.

LXXX. That nothing herein contained shall be deemed or construed to exempt the Company from the Provisions of "The Public Health Act, 1848," or of any General Act relating thereto, or to the Subject Matter thereof, which may pass during the present or any future Session of Parliament.

Power to make Agreements with the Local Board of Health.

LXXXI. That the Company shall have full Power and Authority to contract and agree with any Local Board of Health established or which may hereafter be established within the Limits of this Act, for the Supply of Water for the Purposes of the Public Health Act, in any Manner whatsoever.

Expenses of Act.

LXXXII. That all Costs, Charges, and Expenses to be incurred preparatory to and in the applying for, obtaining, and passing of this Act shall be paid by the Company.

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