## CHAP. cxxvii.

An Act for better supplying with Water the parish of Staveley, and certain neighbouring parishes and places in the county of Derby; and for other purposes. [13th July 1871.]

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

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

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

And whereas the objects of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

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

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Provisions of general Acts herein named incorporated.

**2.** "The Companies Clauses Consolidation Act, 1845," Part I. (relating to cancellation and surrender of shares), Part III. (relating to debenture stock) of "The Companies Clauses Act, 1863," "The Companies Clauses Act, 1869," "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," "The Waterworks Clauses Acts, 1847 and 1863," and the provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the temporary occupation of lands near the railway during the construction thereof, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

**3.** In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective meanings, unless there be something in the subject or context repugnant to such construction. The expression "the Company," or "the promoters of the undertaking," or "the undertakers," shall respectively mean the Company incorporated by this Act; the expression "the works," or "the waterworks," or "the undertaking," shall mean the waterworks and works connected therewith by this Act authorised to be made by the Company; and the expression "superior courts," or "court of competent jurisdiction," or any like expression in this Act, or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

Limits of Act.

**4.** Subject to the provisions herein-after contained, the limits of this Act for the supply of water comprise the parishes, townships, and places of Staveley, Great Barlow, Little Barlow, Unstone, Coal Aston, Dronfield, Old Whittington, New Whittington, Brimington, Barrow Hill, Staveley Netherthorpe, Staveley Woodthorpe, Norbriggs, Marsdon Moor, Seymour Terrace, and Eckington, all in the county of Derby: Provided that notwithstanding anything contained in "The Waterworks Clauses Act, 1847," it shall not be lawful for the Company to supply water within the parishes and places mentioned in the third section of "The Chesterfield Waterworks and Gaslight Company's Act, 1855," and in the fifth section of "The Chesterfield Waterworks and Gaslight Company's Extension Act, 1865," without the previous consent in writing of the last-named Company under their common seal.

Company incorporated.

**5.** The Right Honourable Lord Frederick Charles Cavendish, John Gregory Cottingham, John Barrow, Richard George Coke, William Currey, and all other persons and corporations who have already subscribed or shall hereafter subscribe to the undertaking,

and their executors, administrators, successors, or assigns respectively, shall be united into a company for the purpose of making and maintaining the waterworks, and for other the purposes of this Act, and for those purposes shall be incorporated by the name of "The Staveley Waterworks Company," and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to make new works.

**6.** Subject to the provisions of this Act, the Company may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the works next herein-after described, and do the things by this Act authorised, and may enter upon, take, and use such of the lands shown upon the deposited plans, and described in the deposited books of reference, as the Company may deem necessary to enter upon, take, and use for the purposes of this Act. The works herein-before referred to, and hereby authorised to be made and maintained, and the things by this Act authorised to be done, comprise the following works and things; (that is to say,)

A reservoir (herein-after called Reservoir No. 1), to be wholly situate in the township of Great Barlow and parish of Staveley, and the township of Little Barlow in the parish of Dronfield, on the stream or brook called or known as "Crow Hole Brook," or "Far Lane Brook," and in certain lands adjacent or near thereto, numbered on the map annexed to the Barlow inclosure award, 789, 790, 791, 792, 626, 625, 624, 623, 622, 621, 635, 628, 627, 634, 633, 636, 637, and 638, or on some of such lands:

A dam or weir, to be situate wholly in the township of Great Barlow and parish of Staveley, and to be made across the brook or stream called or known as the Barlow Brook or Millthorpe Stream, at or near and on the east side of the water corn mill called or known as Barlow Mill, or Crow Hole Mill:

A reservoir (herein-after referred to as Reservoir No. 2), to be situate wholly in the township of Great Barlow and parish of Staveley, in a certain field belonging or reputed to belong to his Grace the Duke of Rutland, and in the occupation of William Mart, which field is numbered 220 on the map annexed to the said inclosure award:

A reservoir (herein-after referred to as Reservoir No. 3), to be, situate wholly at Mastin Moor or Marsden Moor, in the township and parish of Staveley, in a certain field belonging or

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reputed to belong to his Grace the Duke of Devonshire, and occupied by John Belfit, which field was formerly two fields, numbered respectively 699 and 776 on the tithe commutation map of the said parish of Staveley:

A reservoir (herein-after referred to as Reservoir No. 4), to be situate wholly in the township and parish of Eckington, in a certain field belonging or reputed to belong to the representatives of the late Sir Sitwell Reresby Sitwell, Baronet, and in the occupation of Joseph and George Wells, which field is numbered 488 on the map annexed to the inclosure award for the said parish of Eckington:

An aqueduct, conduit, or line of pipes commencing in the township of Great Barlow and parish of Staveley, from and out of Reservoir No. 1, and passing thence through or into the parishes, townships, and extra-parochial or other places following, or some of them; (that is to say,) Staveley, Dronfield, Great Barlow, Little Barlow, Chesterfield, Newbold, Whittington, and Staveley, and terminating in the township and parish of Staveley, at Seymour Terrace:

An aqueduct, conduit, or line of pipes commencing in the township of Great Barlow and parish of Staveley, by a junction with the aqueduct, conduit, or line of pipes firstly above described, and terminating in the said township of Great Barlow and parish of Staveley in Reservoir No. 2, which said aqueduct, conduit, or line of pipes will be wholly made or situate within the townships and parishes of Great Barlow, Little Barlow, Staveley, and Dronfield:

An aqueduct, conduit, or line of pipes commencing in the township of Great Barlow and parish of Staveley, from and out of the brook or stream called or known as the Barlow Brook or Millthorpe Stream, at or near the dam or weir above described, and terminating in the township of Little Barlow in the parish of Dronfield, by a junction with the aqueduct, conduit, or line of pipes firstly before described, in a certain field belonging or reputed to belong to his Grace the Duke of Rutland, and in the occupation of Henry Bland, which said aqueduct, conduit, or line of pipes will be wholly made or situate within the townships and parishes of Great Barlow, Little Barlow, Staveley, and Dronfield:

An aqueduct, conduit, or line of pipes commencing in the township and parish of Whittington, by a junction with the aqueduct, conduit, or line of pipes firstly above described, and terminating in the town of Dronfield in the township and parish of Dronfield, which said aqueduct, conduit, or line of

pipes will be made or pass from, in, through, or into the parishes and townships of Whittington, Dronfield, Unstone, and Coal Aston:

An aqueduct, conduit, or line of pipes commencing in the township and parish of Staveley, by a junction with the aqueduct, conduit, or line of pipes firstly above described, and terminating in the township of Brimington in the parish of Chesterfield, which said aqueduct, conduit, or line of pipes will be made or pass from, in, through, or into the parishes, townships, and places of Staveley, Chesterfield, and Brimington:

An aqueduct, conduit, or line of pipes, to be situate wholly in the township and parish of Staveley, commencing by a junction with the aqueduct, conduit, or line of pipes firstly above described, and terminating in the reservoir at or near Barrow Hill aforesaid, belonging or reputed to belong to his Grace the Duke of Devonshire, and now in the possession of the Staveley Coal and Iron Company, Limited:

An aqueduct, conduit, or line of pipes commencing in the township and parish of Staveley, by a junction with the aqueduct, conduit, or line of pipes firstly above described, and terminating in the township and parish of Eckington, in the Reservoir No. 4, which aqueduct, conduit, or line of pipes will be wholly made or situate within the parishes and townships of Staveley and Eckington:

An aqueduct, conduit, or line of pipes, to be situate wholly in the township and parish of Staveley, commencing by a junction with the aqueduct, conduit, or line of pipes firstly above described, and terminating in Reservoir No. 3:

Embankments, roads, approaches, filtering beds, dams, drains, sluices, residuum lodges, catch pits, conduits, culverts, channels, bye-washes, weirs, wells, tanks, engines, and other works and conveniences connected with the aforesaid works or incidental thereto:

The taking, diverting, collecting, impounding, appropriating, and using the waters of the brooks or streams called Crow Hole Brook, otherwise Far Lane Brook, and Barlow Brook, otherwise Millthorpe Stream, and their tributaries, or which can or may be taken or abstracted by means of the works.

All which works will be situate in the county of Derby.

**Lateral and vertical deviation.**

**7.** In making the works by this Act authorised, the Company may deviate laterally from the lines thereof shown on the deposited plans, to any extent within the limits of deviation shown thereon, and may deviate vertically from the levels thereof shown on the

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deposited sections to any extent, not exceeding in any one place, as regards reservoirs, three feet, in other respects five feet.

Temporary occupation of lands.

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

Power to purchase and maintain an existing reservoir.

**9.** The Company may purchase by compulsion or agreement, and may maintain a certain reservoir situate at Barrow Hill, in the township of Staveley in the parish of Staveley, and now in the occupation of the Staveley Coal and Iron Company, Limited.

Capital and number and amount of shares.

**10.** The capital of the Company shall be forty-eight thousand pounds, in four thousand eight hundred shares of ten pounds each.

Shares not to issue until one fifth paid up.

**11.** The Company shall not issue any share created under the authority of this Act, nor shall any share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Calls.

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

Power to borrow on mortgage.

**13.** The Company may from time to time borrow on mortgage any sum not exceeding in the whole twelve thousand pounds, but no part of any such sum shall be borrowed until the whole capital of forty-eight thousand pounds is subscribed for, issued, and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the 40th section of "The Companies Clauses Consolidation Act, 1845," (before he so certifies,) that the whole of the capital has been subscribed for, issued, and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide, and is held by the subscribers or their assigns, and that such subscribers or their assigns are legally liable for the same; and upon production to such justice of the books of the Company,

and of such other evidence as he shall think sufficient, he shall grant his certificate that the proof aforesaid has been given him, which certificate shall be sufficient evidence thereof.

Arrears may be enforced by appointment of receiver.

**14.** The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages, by the appointment of a receiver; and in order to authorise the appointment of a receiver, in respect of principal or principal and interest, the amount owing to the mortgagees by whom the application for a receiver shall be made shall not be less than two thousand pounds in the whole.

Application of moneys.

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

Ordinary meetings.

**16.** The first ordinary meeting of the Company shall be held within six months after the passing of this Act, and the subsequent ordinary meetings of the Company shall be held yearly in the month of March, or at such other stated periods as shall be appointed for that purpose by an order of a general meeting, and the quorum to constitute a meeting (whether ordinary or extraordinary) shall be five shareholders, holding in the aggregate not less than three thousand pounds in the capital of the Company.

Scale of voting.

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

Auditors need not hold shares.

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

Number of directors.

**19.** The number of the directors shall be five, but it shall be lawful for the Company from time to time to reduce the number, provided the number be not less than three.

Qualification of directors.

**20.** The qualification of a director shall be the possession in his own right of twenty shares in the capital of the Company.

Quorum.

**21.** The quorum of a meeting of directors shall be three, until the number is reduced to three, and then the quorum shall be two.

First directors.

**22.** The Right Honourable Lord Frederick Charles Cavendish, John Gregory Cottingham, John Barrow, Richard George Coke, and William Currey shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act, and at that meeting the shareholders present, in person or by proxy, may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of

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directors or directors to supply the place of those not continued in office, the directors appointed by this Act being (if qualified) eligible for re-election; and at the ordinary meeting to be held every year after the first ordinary meeting the shareholders present, in person or by proxy, shall, subject to the power herein-before contained for reducing the number of directors, elect persons to supply the places of the directors then retiring from office, agreeably to the provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several persons elected at any such meeting, being neither removed nor disqualified nor having resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Powers for compulsory purchases limited.

**23.** The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years after the passing of this Act.

Power to acquire additional lands by agreement.

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

Period for completion of works.

**25.** If the waterworks authorised by this Act and shown on the deposited plans are not completed within five years from the passing of this Act, then, on the expiration of that period, the powers by this Act granted to the Company for executing the same, or in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed, but nothing herein shall restrict the Company from extending, enlarging, altering, or removing any of their engines, machinery, mains, or pipes, from time to time, as occasion requires, for supplying water within the limits in that behalf of this Act.

Power to take easements, &c. by agreement.

**26.** Persons empowered by "The Lands Clauses Consolidation Act, 1845," to sell and convey or release lands may, if they think fit, subject to the provisions of that Act and of "The Lands Clauses Consolidation Acts Amendment Act, 1860," grant to the Company any easement, right, or privilege in, over, or affecting any lands, not

being an easement, right, or privilege of water, and the provisions of the last-mentioned Acts with respect to lands and rentcharges, as far as the same are applicable in this behalf, shall extend and apply to such grants or to such easements, rights, or privileges as aforesaid.

Preservation of water rights, &c. on sale.

**27.** On the sale by the Company of any lands, they may reserve to themselves all or any part of the water or water rights or other easements belonging thereto, and may make the sale subject to such reservations accordingly, and may also make any such sale subject to such other reservations, special conditions, restrictions, and provisions with respect to use of water, exercise of noxious trades, or discharge or deposit of manure, sewage, or other impure matter, as they think fit.

Company not to take water of Barlow Brook unless there is a certain quantity passing down.

**28.** The Company shall not divert, take, or impound for the purposes of their works any of the waters of the Barlow Brook unless there shall be a constant and continuous flow of water down the said Barlow Brook, below the point at which the Company abstract water therefrom, of one hundred and fifty cubic feet of water per minute of twenty-four hours of every day.

Waters of Barlow Brook to be taken only through a nine-inch pipe.

**29.** Whenever it shall be lawful for the Company, in pursuance of the foregoing clause, to divert, take, or impound the waters of the Barlow Brook, the Company shall only divert, take, or impound such supply of water as may be conveyed from the said brook by a round pipe having an internal diameter not greater than nine inches.

Gauges to be erected.

**30.** The Company shall construct, and for ever after maintain, a suitable measuring gauge or gauges below the point at which they divert, take, and impound the waters of the Barlow Brook, over or through which gauge the said waters shall flow, and the same shall be open to the inspection and examination of the Sheepbridge Coal and Iron Company, Limited, and the owners and occupiers for the time being of Whittington Mill, in the parish of Whittington in the county of Derby, Bedgrave Mill, in the parish of Wales in the county of York, and Woodhouse Mill, in the parish of Aston in the county of York, respectively; and the orifice of the pipe by which the Company take water from the Barlow Brook shall be made and maintained so as to be, and shall be, open at all times to the inspection of the Sheepbridge Coal and Iron Company, Limited, and the owners and occupiers for the time being of Whittington Mill, Bedgrave Mill, and Woodhouse Mill aforesaid respectively, and their respective agents.

Penalty in case of

**31.** In case the Company shall divert, take, or impound any water of the Barlow Brook when a less quantity than one hundred

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breach of provisions.

and fifty cubic feet per minute for every twenty-four hours is continuously flowing down such brook, or in case they shall use a larger pipe than is specified in clause 29, the Company shall, for every day during which water has been so diverted, taken, or impounded, or such larger pipe used in contravention of the provisions of clauses 28 and 29, forfeit and pay to the Sheepbridge Coal and Iron Company, Limited, by way of penalty, a sum not exceeding twenty pounds, and to the respective owners and occupiers of Whittington Mill, Bedgrave Mill, and Woodhouse Mill aforesaid, for the time being, a sum not exceeding ten pounds in respect of each of the said mills.

**Preserving certain rights of water of the Manchester, Sheffield, and Lincolnshire Railway Company.**

**32.** And whereas the Manchester, Sheffield, and Lincolnshire Railway Company, as lessees for nine hundred and ninety-nine years of the River Dun navigation, are or claim to be entitled to the waters of the River Rother, which is one of the main tributaries of the said River Dun: And whereas, after the execution of the works authorised by this Act, the waters of the Crow Hole Brook, otherwise Far Lane Brook, and Barlow Brook, which flow into the said River Rother, will be impounded or otherwise diverted for the purposes of this Act, and to the extent to which the water will be abstracted the flow of the water in the said River Rother will be diminished: Therefore the said railway company shall have the full benefit and advantage of the several enactments in this Act contained in clauses 28, 29, 30, and 31, and shall have full right in their own names to enforce the due performance by the Company of the said several enactments aforesaid.

**For the protection of the Midland Railway Company.**

**33.** And whereas the works by this Act authorised comprise the construction and maintenance of an aqueduct, pipe, or main, or other works under and over the Midland Railway, in the parishes of Chesterfield, Whittington, Dronfield, and Staveley, in the county of Derby, and it is necessary that the said works shall be so constructed and maintained as not to interfere with the safety or convenience of the traffic upon the same railway, and so as to cause no prejudice thereto: Therefore, notwithstanding anything in this Act or in any Act incorporated therewith contained, it shall not be lawful for the Company to enter upon or interfere with the said railway or any part thereof, or the lands and works thereof, or belonging thereto, or to execute any work whatsoever under or over the same, or within fifty feet of the boundary thereof, until after the Company shall have delivered to the Midland Railway Company plans and drawings of the works proposed to be so executed, with specifications in writing describing the proposed manner of executing the same, and shall have obtained from the principal engineer of the said railway company a certificate under his hand

approving of such plans, specifications, and proposed manner of executing the said works, and the same shall be executed accordingly under the superintendence and to the reasonable satisfaction of the principal engineer for the time being of the said railway company, and in no other manner without the consent in writing of the said railway company, under their common seal: Provided always, that in case the principal engineer of the said railway company shall not so approve and certify his approval of the plans, drawings, and specifications furnished by the Company within one calendar month after the same shall have been so delivered, and the said railway company shall not consent that the Company shall proceed with their proposed works without such certificate as aforesaid, then the Company may submit plans, drawings, and specifications of their said proposed works to the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations, for their approval; and in case the Lords of that Committee shall certify in writing their approval thereof, the Company may, notwithstanding anything herein contained, proceed with the execution of such works according to such last-mentioned plans, drawings, and specifications, but nevertheless under the superintendence and to the reasonable satisfaction of the principal engineer for the time being of the said railway company, and subject to the provisions of this Act.

In case of injury to railway of Midland Railway Company.

**34.** If by reason of any works upon the railway of the Midland Railway Company, or within fifty feet thereof, or the failure of any such works, the railway of the Midland Railway Company or any of the works thereto belonging shall be injured or damaged, such injury or damage shall be forthwith made good by the Company at their own expense, or, in the event of their failing to do so, then the Midland Railway Company may make good the same, and recover the expense thereof with full costs against the Company in any court of competent jurisdiction, and if any interruption shall be occasioned to the traffic of the said railway by reason of any such works, or failure of such works, the Company shall on demand pay to the Midland Railway Company all costs and expenses to which they may be put, as well as full compensation for the loss sustained by them by reason of any such interruption, such costs and expenses and compensation to be recovered with full costs as aforesaid.

Constant pressure, &c.

**35.** Water supplied under this Act need not be constantly laid on under pressure, or be supplied in any case at a level above that at which water can be supplied by gravitation from the service reservoir from which the supply is shown to be taken under this Act.

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

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

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

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

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

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

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

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

Provided always that the Company shall not be obliged to furnish such supply for any less sum than twopence per week.

Rates for waterclosets and baths.

**37.** In addition to the rates for the supply of water for domestic purposes, the Company may demand and receive for every watercloset, beyond the first in any house, any yearly sum not exceeding five shillings, and for every private fixed bath in any house any yearly sum not exceeding ten shillings.

Provisions as to supply of water for agricultural purposes.

**38.** Subject to the provisions herein-after contained, the Company may and shall, on the request of any owner or occupier of any farmhouse, lands, and premises, furnish to the owner or occupier, by means of communication pipes and other necessary and proper apparatus to be provided, laid down, and maintained at the cost of the person having the supply, a supply of water for horses, cattle, and sheep, and for working steam-engines used for agricultural

purposes, at rates not exceeding the rates following; (that is to say,)

When the quarterly consumption of water does not exceed fifty thousand gallons, at the rate of ninepence for every one thousand gallons:

When the quarterly consumption exceeds fifty thousand gallons and does not exceed one hundred thousand gallons, at the rate of eightpence for every one thousand gallons:

When the quarterly consumption exceeds one hundred thousand gallons and does not exceed two hundred thousand gallons, at the rate of sevenpence for every one thousand gallons:

When the quarterly consumption exceeds two hundred thousand gallons, at the rate of sixpence for every one thousand gallons:

Provided that the Company shall not be required to supply water in any less quantity than twenty-five thousand gallons in any quarter of a year; provided also, that the Company shall not be compelled to supply water for any of the purposes mentioned in this section, if the Company shall be of opinion that such supply would interfere with the proper supply of water for domestic purposes.

Provision as to supply of water for watering gardens.

**39.** Notwithstanding anything contained in "The Waterworks Clauses Act, 1863," the supply for domestic purposes shall include a supply for watering gardens where such gardens do not exceed in extent one rood of land, but by means of watering pots only and not by means of hose.

For preventing the fouling of water.

**40.** Provided always, that the Company shall not be compelled to supply with water any watercloset, or any private fixed bath, or the apparatus or pipes connected therewith respectively, unless the same 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 or noisome and impure matter into the mains or pipes belonging to or connected with the mains or pipes of the Company, nor any such bath which shall be capable of containing when filled for use more than fifty gallons of water.

Rates to be paid quarterly.

**41.** The water rates payable to the Company shall be paid in advance by equal quarterly payments on the first day of January, the first day of April, the first day of July, and the first day of October.

Regulations for preventing waste of water.

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

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

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

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

(4.) In case of the failure of any such person to observe such regulations as are for the time being in force, the Company may, if they think fit, after twelve hours notice in writing, and by or under the direction of their duly authorised officer, repair, replace, or alter any pipe, valve, cock, cistern, bath, soil-pan, watercloset, or other apparatus or receptacle belonging to or used by any person supplied by them, and the expense of every such repair, replacement, or alteration shall be paid to the Company by the person on whose credit the water is supplied, and may be recovered by them as damages for the recovery of which no special provision is made:

(5.) If any dispute arises between the Company and any person as to whether any such regulations are reasonable or not, or whether such regulations have been complied with by such person, such dispute shall be referred, on the application of either party, to the determination of two justices, whose decision thereon shall be final and binding on both parties.

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

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

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

**44.** Every person using for other than domestic purposes any water supplied by the Company, and not having previously agreed with the Company for a supply for the other purposes, and every person having agreed with the Company for a supply of water for any other than domestic purposes, and using for any purposes other than the purposes so agreed on the water so supplied by the

Company, shall respectively for every such offence forfeit and pay to the Company any sum not exceeding five pounds. A.D. 1871.

Entry on premises to cut off supply in certain cases.

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

Mode of giving notice.

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

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

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

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

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

Water may be supplied by measure.

**47.** The Company may, if they think fit, enter into agreements for the supply of water by measure to any consumer either for domestic or other purposes.

Company's officers to enter buildings.

**48.** The Company's agent, or other officer duly appointed for the purpose by the Company, may, between the hours of nine of the clock in the forenoon and four of the clock in the afternoon, enter any building or place supplied with water by the Company in order to inspect the meters, pipes, fittings, and apparatus for regulating the supply of water, and to see whether the meters, pipes, fittings, cisterns, or other apparatus provided be in good repair; and if such

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agent or other officer at any such time be refused admittance into such premises for the purposes aforesaid, or be prevented from making such examination, the occupier of such premises shall for every such offence forfeit to the Company a sum not exceeding five pounds.

For preventing frauds and waste of water.

**49.** If and whenever any person supplied with water under this Act wilfully does, or causes or suffers to be done, anything in contravention of any of the provisions of this Act, or wilfully fails to do anything which under this Act ought to be done for the prevention of waste, misuse, or undue consumption of water, the Company may cut off or stop any pipe by or through which water is supplied to him, and may cease to supply him with water as long as the cause of injury remains or is not remedied, and also may recover in any court of competent jurisdiction from every person so offending the amount of all damage sustained by reason thereof; and the remedies of the Company under this enactment shall be in addition to their other remedies in this behalf.

Incoming tenant not liable for arrears.

**50.** The Company shall not be entitled to require from the incoming tenant of any property the payment of arrears of water rent or meter rent left unpaid by any former tenant, unless the incoming tenant has undertaken with such former tenant to pay or exonerate him from the payment of such arrears.

Recovery of sums due.

**51.** If any person fails to pay any water rent, meter rent, rate, damages, costs, expenses, or other sum due to or recoverable by the Company under this Act, or any Acts incorporated wholly or in part with this Act, they may recover the same by proceedings in any court of competent jurisdiction, or if the amount thereof is not bonâ fide disputed, the same may be levied by distress (the person in default being first duly summoned), and any justice may issue his warrant accordingly; and the remedies of the Company under this section shall be in addition to their other remedies for recovery of any such rent, rate, damages, costs, expenses, or other sum.

Notice of discontinuance.

**52.** A notice to the Company from a consumer for the discontinuance of a supply of water shall not be of any effect unless it be in writing, and be left at the principal office for the time being of the Company.

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

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

whatsoever as the contracting parties think fit, and the contracting parties respectively may apply any of the funds or revenues belonging to them respectively, or at their respective disposal, not required for the special purpose (if any) for which the same were authorised to be raised, for the fulfilment on their part of the contracts so entered into by them respectively.

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

**54.** A justice or a judge of any court shall not be disqualified from acting in the execution of this Act by reason of his being liable to the payment of any water rent, meter rent, rate, or charge under this Act, or of his being a shareholder of the Company.

Contents of summons, &c.

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

Costs of distress.

**56.** Any justice who issues a warrant of distress for any of the purposes of this Act may order that the costs of the proceedings for the recovery of the money to be levied be paid by the person liable to pay such money, and in that case such costs shall be ascertained by the justice, and shall be included in the warrant of distress.

Penalties not cumulative.

**57.** Penalties imposed on the Company for one and the same offence by several Acts of Parliament shall not be cumulative, and for this purpose this Act and any Act incorporated wholly or in part with this Act shall be deemed several Acts.

Expenses of Act.

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

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