CHAPTER clxii.

An Act for incorporating the Sunningdale District Water Company; and for other purposes. [2d August 1877.] A.D. 1877.

WHEREAS the parishes and places herein-after in this Act mentioned, in the counties of Berks, Middlesex, and Surrey, are imperfectly supplied with water:

And whereas the persons herein-after in that behalf named, with others, are willing to provide a better supply of water to those parishes and places, if incorporated into a company with the necessary powers for that purpose, and it is expedient that they be incorporated accordingly, and be empowered to make and maintain the works herein-after described:

And whereas plans and sections of the works by this Act authorised, showing the situation and levels thereof, with a book of reference to the plans containing the names of the owners or reputed owners, lessees or reputed lessees, and of the occupiers of the lands through and upon which such works are intended to be made, have been deposited at the offices of the clerks of the peace for the counties of Berks, Middlesex, and Surrey respectively, and are in this Act respectively referred to as the deposited plans, sections, and book of reference:

And whereas the objects of this Act cannot be attained 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; (that is to say,)

Short title.

1. This Act may be cited as "The Sunningdale District Water Act, 1877."

Certain provisions of general Acts herein named incorporated.

2. "The Companies Clauses Consolidation Act, 1845," Part I. relating to cancellation and surrender of shares, and Part III.,

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relating to debenture stock, of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," and "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, and those provisions of "The Railways Clauses Consolidation Act, 1845," shall be read so as to apply, but shall only apply, to the construction of the reservoir by this Act authorised and the works immediately connected therewith, and as if such reservoir and works were therein referred to instead of the railway, and the boundaries of the said reservoir and works were therein mentioned instead of the centre line of the railway.

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 have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expression "court of competent jurisdiction," or any other like expression in this Act or any Act 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, and the expression "superior courts" shall include county courts in all cases where the amount of the debt or demand is within the jurisdiction for the time being of county courts.

Limits of Act for supply of water.

4. The limits of this Act for the supply of water shall be and include the following parishes; (that is to say,) Sunninghill, Winkfield, and Old Windsor, in the county of Berks; Staines, Stanwell, Ashford, and Laleham, in the county of Middlesex; and Windlesham, Chobham, Egham, and Thorpe, in the county of Surrey.

Company incorporated.

5. Skidmore Ashby, Frederick William Ashby, James German, Edward Nicholson, the Honourable Ashley John George Ponsonby, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, and assigns respectively, shall be and are hereby united into a company for the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of "The Sunningdale District Water 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.

Capital.

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

Shares not to issue until one fifth paid.

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

Calls.

8. 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.

Receipt in case of persons not sui juris.

9. If any money is payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow on mortgage.

10. The Company may from time to time borrow on mortgage any sums not exceeding in the whole twenty-five thousand pounds, and of that sum they may borrow from time to time not exceeding ten thousand pounds in respect of the first portion of forty thousand pounds of their capital, and the further sum of five thousand pounds in respect of each further portion of twenty thousand pounds of their capital, but no part of any such sum shall be borrowed until the whole of the respective portion of capital in respect of which it is to be borrowed is 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 respective portion of capital has been 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 in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that the respective portion of capital was issued bonâ fide, and is held by the persons or corporations to whom the same was issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, their executors, administrators, successors, or 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 a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

As to conversion

11. The Company shall not have power to raise the money by this Act authorised to be borrowed on mortgage, or any part thereof,

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of borrowed money into capital.

by the creation of shares or stock instead of borrowing, or to convert into capital the amount borrowed under the provisions of this Act, unless in either case all dividends upon the shares or stock are limited to a rate not exceeding five pounds per centum per annum.

Arrears may be enforced by appointment of a receiver.

12. 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. In order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than one thousand pounds in the whole.

Debenture stock.

13. The Company may create and issue debenture stock, subject to the provisions of Part III. of "The Companies Clauses Act, 1863;" but, notwithstanding anything therein contained, the interest of all debenture stock at any time created and issued by the Company shall rank pari passu with the interest of all mortgages at any time granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Priority of mortgages and debenture stock over other debts, &c.

14. All moneys raised on mortgage by the Company under this Act, and the interest due thereon, and the interest due on debenture stock created and issued under this Act, shall have priority against the Company, and the property from time to time of the Company, over all other claims on account of debts incurred or engagements entered into by the Company after the passing of this Act, but this priority shall not affect any claim against the Company in respect of any rent-charge to be granted by them in pursuance of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," or in respect of any rent or sum reserved by or payable under any lease to be granted or made to the Company by any person, in pursuance of any Act relating to the Company, which is entitled to rank in priority to or pari passu with the interest or dividends on the mortgages and debenture stock, nor shall anything herein-before contained affect any claim for land taken, used, or occupied by the Company for the purposes of their works, or injuriously affected by the construction thereof, or by the exercise of any powers conferred on the Company.

Application of moneys.

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

First ordinary meeting.

16. The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

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Votes of shareholders.

17. At all general meetings of the Company every shareholder shall be entitled to one vote for every share held by him.

Number of directors.

18. The number of directors shall be five, but the Company may from time to time reduce the number, provided that the number be not less than three.

Qualification of directors.

19. The qualification of a director shall be the possession in his own right of not less than forty shares.

Quorum.

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

First directors.

21. Edward Nicholson, the Honourable Ashley John George Ponsonby, and three other duly qualified persons nominated by them, or the survivor of them, and consenting to the nomination, 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; at that meeting the shareholders present in person or by proxy may, subject to the power herein-before contained for reducing the number of directors, either continue in office the directors appointed by this Act or nominated as aforesaid, or any of them, or may elect a new body of directors, or directors to fill up the number of directors or to supply the place of those not continued in office, the directors appointed by this Act or nominated as aforesaid being (if qualified) eligible for re-election; and at the first ordinary meeting to be held in 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 of "The Companies Clauses Consolidation Act, 1845," and the several persons elected at any such meeting, being neither removed nor disqualified, nor having died or resigned, shall continue to be directors until others are elected in their stead, in manner provided by the same Act.

Power to make waterworks.

22. Subject to the provisions of this Act, the Company may make and maintain, in the lines or situations and according to the levels shown on the deposited plans and sections, the several waterworks and other works shown on those plans, among which are comprised the following principal works; namely,

1. A pumping station, engine-house, and well or shaft situate in the parish of Windlesham in the county of Surrey;
2. A line of pipes (No. 1), commencing in the said pumping station and engine-house, and terminating in the reservoir next hereinafter described;

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3. A service reservoir, situate in the parish of Chobham in the county of Surrey;
4. A line of pipes (No. 2), commencing in the said parish of Windlesham by a junction with the line of pipes (No. 1), and terminating in the parish of Staines in the county of Middlesex;
5. A communication road, commencing in the said parish of Windlesham, and terminating in the said parish of Chobham at or near the service reservoir herein-before described;

Together with all proper wells, shafts, drifts, adits, engines, pumps, machinery, buildings, mains, pipes, sluices, stand pipes, tanks, culverts, cuts, drains, approaches, and other works and conveniences ancillary or subsidiary thereto or connected therewith, and may enter upon, take, and use such of the lands described in the deposited plans and books of reference as they may require for the purposes of this Act, and may take, use, and appropriate for the purposes of the works and undertaking of the Company all waters found in, on, or under any of the lands for the time being belonging to the Company.

For the protection of Staines Bridge.

23. And whereas it is intended to carry the line of pipes No. 2 over Staines Bridge, which is a county bridge belonging or reputed to belong to Her Majesty's justices of the peace for the counties of Middlesex and Surrey, and it is expedient that the following provisions should be made for the protection of the said bridge and of the approaches thereto: Be it therefore enacted as follows:

(1.) The said line of pipes shall be so constructed over or along Staines Bridge or in connexion therewith as not to impair the structure of the said bridge or to interfere unnecessarily with the traffic thereon, and the said works shall be constructed according to plans and specifications previously submitted to and signed by the surveyors of the counties of Middlesex and Surrey respectively, and shall be subject to their approval, and the said works shall be executed under the superintendence of the said surveyors and to their reasonable satisfaction, and shall be thereafter maintained by the Company at their own expense and under such superintendence as aforesaid: Provided that if the said surveyors or either of them neglect or omit to express their approval or disapproval of the said plans and specifications during one month after the same shall have been submitted to them, such neglect or omission shall be deemed an approval:

(2.) The costs, charges, and expenses of and incident to the approval of the said plans and specifications and the superintendence of the works shall be paid by the Company.

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For protection of London and South-Western Railway Company and of the Staines, Wokingham, and Woking Railway Company.

24. For the protection of the London and South-western Railway Company (in this section called the South-western Company), and the Staines, Wokingham, and Woking Railway Company (in this section called the Wokingham Company), the several provisions of this section shall have full effect with reference to the intended works of the Company:

(A.) Where any channel, conduit, drain, or pipe of the Company is intended to pass under the line of the Staines, Wokingham, and Woking Railway (herein-after called the Wokingham Railway), near the Sunningdale Station thereon, the same shall be made and maintained in such a position as not in any degree to lessen or prejudice the permanency, stability, or convenience of any part of the Wokingham Railway, works, or conveniences, and so as not in any degree during the construction, laying, alteration, repair, or maintenance thereof, or at any time thereafter, to obstruct or prejudice the same railway, or the works or conveniences thereof, or any of them:

(B.) In order thereto the Company from time to time shall submit to the South-western Company's engineer and the Wokingham Company's engineer, for his and their consideration and reasonable approval thereof, a proper and sufficient description, plan, section, and specification of such parts of the Company's works as are to be made within fifteen feet of the fence of the Wokingham Railway, and also from time to time particulars of every proposed alteration of those works, and if in any case the South-western Company's engineer and the Wokingham Company's engineer, or either of them, do not within fourteen days after the delivery thereof to them approve the same, with such modifications (if any) thereof as they reasonably require, and do not sign the same in testimony of their approval thereof, and deliver the same, so signed, to the Company, or if the Company object to any modification thereof required by them, then and in either of such cases the Company may submit the same to a competent and impartial civil engineer appointed on the application of the three companies, or either of them, by the President of the Institution of Civil Engineers for the time being, for his consideration and reasonable approval thereof, such approval to be attested by his signature, and the Company shall not begin the execution of the parts of the Company's works in this section before mentioned unless and until the same, with the respective sections and specifications thereof, are approved as herein-before provided:

(C.) The South-western Company and the Wokingham Company,

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or either of them, if and when they think fit, may, upon giving fourteen days previous notice to the Company, execute for and at the expense of the Company all or any of those works respectively which are to be made and maintained in, upon, or within fifteen feet from the fence of any part of the Wokingham Railway:

(D.) All the works from time to time of the Company, whether permanent or temporary, as far as they are respectively within fifteen feet of the Wokingham Railway, shall be made, repaired, and maintained by and at the expense of the Company in accordance with the plans, sections, and specifications so approved, and notice in writing of the intention of the Company to execute such works shall be given by them to the South-western Company and the Wokingham Company by leaving the same at their principal office or at the office of their engineer seven clear days before the commencement of the execution thereof, and the same shall be executed under the superintendence and to the reasonable satisfaction of the South-western Company's and the Wokingham Company's engineers respectively, and the South-western Company or the Wokingham Company may from time to time, at the expense of the Company and with previous notice to them, or in case of emergency without such notice, do and execute any such acts and works with the object of preventing damage to the Wokingham Company's railway or works as they shall from time to time deem necessary or proper for anticipating, preventing, or remedying any failure or want of stability or good repairs of the works of the Company, and from time to time, at the expense of the Company, appoint and employ such inspectors and watchmen to superintend the execution of the works from time to time in course of execution by the Company or by the South-western Company or the Wokingham Company with reference to the works of the Company, and to secure the safety and non-interruption of the Wokingham Railway, works, and conveniences, as they think proper:

(E.) The Company shall from time to time fully compensate the Wokingham Company or the South-western Company in respect of all damage and loss occasioned to them by reason of the construction and maintenance or of the failure or want of stability or repair of the works by this Act authorised, or any of them, by interruption of or interference with the Wokingham Railway, or the works or conveniences thereof, or the traffic thereon; and the Company shall from time to time,

on demand, pay to the South-western Company or the Wokingham Company all amounts from time to time payable to them in respect of works, matters, and things executed or done by the South-western Company or the Wokingham Company under the authority of this Act, or otherwise made payable to them by the provisions of this Act, and if the Company fail to pay that compensation or those amounts or any of them, on demand, the same may be recovered by the South-western Company or the Wokingham Company, with full costs of suit, in any court of competent jurisdiction:

(F.) If by reason of the exercise of the powers by this Act granted to the Company, or the construction and maintenance of the works by this Act authorised, the supply of water now enjoyed by the Wokingham Company at any of their stations or watering-places on their railway shall be diminished, interfered with, or injuriously affected, the Company shall, while such supply of water is so diminished, interfered with, or injuriously affected, afford to the Wokingham Company an equally sufficient supply of water to the reasonable satisfaction of that company's engineer, or if the Company fail to afford such supply, shall pay to the Wokingham Company full compensation for all loss, damage, or interference sustained by the exercise of the said powers or the construction of the said works, and the amount of such compensation shall be determined in the manner provided by "The Lands Clauses Consolidation Act, 1845," for determining questions of compensation under the provisions thereof, and all the provisions of the said last-mentioned Act shall be applicable to determine the amount of any such compensation and to enforce payment or other satisfaction thereof:

(G.) The Company shall hold harmless and keep indemnified the South-western Company and the Wokingham Company from and against all actions, suits, or other proceedings which may be commenced or instituted against them by reason of or in relation to the parts of the Company's works in this section before mentioned, or any of them, for damages or injury which may result therefrom:

(H.) Except as by this Act expressly authorised, the Company shall not, without the consent of the South-western Company and the Wokingham Company, testified by writing signed by their secretary, acquire any part of their land or property, but if and where any part of the Company's works is to be executed in or upon any land of the South-western Company or of the

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Wokingham Company, the Company may, subject to the provisions of this section, acquire an easement or right of making and maintaining the works in that land in such a manner as not to prejudice any part of the Wokingham Railway, or the works and conveniences thereof:

(1.) Except only as is by this Act expressly provided, this Act or anything herein contained shall not take away, lessen, or prejudicially affect any of the estates, rights, interests, powers, or privileges of the South-western Company or of the Wokingham Company.

25. With respect to the Post Office telegraph system the following provisions shall take effect:

Restriction on works affecting Post Office telegraph system.

(A.) The Company shall not by any work or thing interfere with any telegraph post, wire, tube, apparatus, or work of Her Majesty's Postmaster General, or execute or do any work or thing causing or likely to cause any interruption of or impediment to postal telegraphic communication, unless and until the Company have given to the Postmaster General one calendar month's previous notice in writing of their intention to execute or do the proposed work or thing, specifying all necessary and proper particulars relating thereto, and unless and until the Postmaster General has approved of the proposed work or thing by writing delivered to the Company, or has failed to approve or to disapprove of the same for one calendar month after service of such notice and particulars on him: Provided always, that this section shall not be deemed to prevent the Company executing any repairs or other works or things which shall be necessary to prevent accidents, and in any such case the Company shall forthwith give notice to the Postmaster General of any such interference, and the reason for the same:

Power for Postmaster General to annex conditions.

(B.) Her Majesty's Postmaster General may annex to his approval under this Act of any work or thing such reasonable terms and conditions as to the time and mode of execution of any such work or thing as he thinks fit, and the Company shall observe and perform the same:

Power of entry for Postmaster General.

(C.) The engineer and other officers and servants and workmen of Her Majesty's Postmaster General may at and for all reasonable times enter on and into and remain on any of the lands and works of the Company for the purpose of examining, repairing, altering, or removing any telegraph post, wire, tube, apparatus, or work the property of the Postmaster General being thereon:

(D.) The Company shall from time to time make full compensation to Her Majesty's Postmaster General for any expense, loss, or damage which he is put to or sustains by reason of the Company, by any work or thing executed or done by them, interfering with any telegraph post, wire, tube, apparatus, or work of the Postmaster General; and if at any time any such work or thing causes an interruption of or impediment to postal telegraphic communication, the Company shall, in addition to making compensation as aforesaid, be liable to forfeit a sum not exceeding twenty pounds for every twenty-four hours during which that interruption or impediment continues; and the amount of any such expense, loss, damage, or forfeiture shall be a debt due from the Company to the Crown, and be recoverable accordingly, with costs, or the same may be recovered with costs on behalf of the Postmaster General as a penalty is recoverable from the Company:

Compensation by Company to Postmaster General, and penalty.

(E.) Inasmuch as it is contemplated to introduce a general measure for the better protection of the national telegraphs, and to enlarge the powers of the Postmaster General in relation thereto, this section shall only remain in force for one year from the date of the passing of this Act, and to the end of the then next session of Parliament.

This section to remain in force only for one year, &c.

26. Nothing in this or the incorporated Acts contained shall authorise the Company to take, use, or appropriate for any purpose whatever any water from or out of the stream which flows from and forms the outlet of Virginia Water, and passes under the bridge called and known as Cascade Bridge, situate in the parish of Egham in the county of Surrey.

For the protection of Trump's Mill at Thorpe.

27. The Company may, for the purposes of their undertaking, purchase, take, and hold (by agreement, but not otherwise), in addition to the lands delineated on the deposited plans and described in the deposited book of reference, any lands and hereditaments, not exceeding in the whole five acres, which the Company may from time to time require for the purposes of their works and undertaking.

Power to purchase lands by agreement.

28. Except as in this Act otherwise provided, the Company in constructing the waterworks and other works by this Act authorised may deviate laterally from the lines thereof as shown on the deposited plans to the extent of the limits of lateral deviation marked or described in writing thereon, and may deviate vertically from the levels shown on the deposited sections to any extent not exceeding five feet upwards or ten feet downwards, except in the

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case of reservoirs, and in the case of reservoirs two feet upwards and five feet downwards.

Powers for compulsory purchases limited.

29. 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 from the passing of this Act.

Period for completion of works.

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

Pressure need not be constant, &c.

31. The water to be supplied by the Company need not be constantly laid on under pressure, nor shall the Company be bound to keep any of their pipes at all times charged with water, or at any time to lay on or supply water at a greater pressure than that afforded for the time being by the pipes of the Company communicating with the service reservoir from which the supply is taken.

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

32. The Company shall at the request of any owner or any occupier of any private dwelling-house or part of a private dwelling-house in any street in which any pipe of the Company shall be laid, or on the application of any person who, under the provisions of this Act, shall be entitled to demand a supply of water for domestic purposes (which shall include one watercloset), furnish to such owner or occupier or other person a sufficient supply of water for domestic purposes at rates not exceeding seven pounds ten shillings per centum per annum upon the gross annual rent of the premises so supplied, and so on in proportion for any longer or shorter period than a year; provided always, that the Company shall not be obliged to furnish any such supply for any less rate than twopence per week.

Rates for watercloseets and baths.

33. In addition to the rates for the supply of water for domestic purposes, the Company may demand and receive for every watercloset beyond one, and for every private bath in any house or part of a house or appurtenant thereto, any yearly sum not exceeding ten shillings; provided that the Company shall not be compellable

to supply with water any watercloset or private bath, or the apparatus or pipes connected therewith, unless the same shall be so constructed and used as to prevent the waste, misuse, or undue consumption of the water of the Company, and the flow or return of foul air or other noisome or impure matter into the mains or pipes of the Company, or into any pipes connected or communicating therewith, nor any private bath which shall be so constructed as to contain, when filled for use, more than fifty gallons of water.

Supply of water for domestic purposes limited.

34. The supply of water for domestic purposes shall not include a supply for washing the windows or fronts of houses, or other buildings, or the pavements, roads, or alleys adjacent thereto.

Company not bound to supply water in certain cases.

35. No person shall be entitled to require, nor shall the Company be bound to supply any dwelling-house with water (otherwise than by meter or special agreement), where any part of such dwelling-house is used for any trade or business purpose for which water is required.

Supply of water for non-domestic purposes.

36. The Company may supply any person within the limits of this Act with water by measure or otherwise for any purposes other than domestic purposes on such terms as they and he agree on, but so that such supply do not interfere with the efficiency of the general supply for domestic purposes.

Power to sell or let meters.

37. The Company may from time to time sell and dispose of meters, or let meters on hire upon and subject to such terms (pecuniary and otherwise) and conditions as the Company think fit.

Entry on premises to cut off supply in certain cases.

38. In all cases in which the Company are 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 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.

39. 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

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sending the same by post in a registered letter addressed to him at his usual place of abode and posted 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.

Service pipes.

40. All fittings connected with any service pipe to communicate with the mains and pipes of the Company which shall be provided by any person shall be placed and removed under the superintendence of the Company, and at the expense of such person.

Power to remove meters and fittings.

41. The Company, after forty-eight hours notice in writing under the hand of the secretary or some other officer of the Company to the occupier, or if there is no occupier, then to the owner or lessee, of any building or lands in which any pipe, meter, or fitting belonging to the Company is laid or fixed, and through or in which the supply of water is from any cause other than the default of the Company discontinued for not less than forty-eight consecutive hours, may enter such buildings or lands between the hours of nine in the morning and four in the afternoon, or at any other time with the authority in writing of a justice, for the purpose of removing and may remove every such pipe, meter, and fitting, repairing all damages caused by such entry or removal; and every notice required by this section shall be served by being delivered to the person for whom it is intended, or left at his usual or last known place of abode or business in England, or if such person or his usual place of abode or business in England is not known to the Company after proper inquiry, then by being affixed on some conspicuous part of such building or lands.

Notice to Company of putting up meters, &c.

42. Before any person connects or disconnects any meter through which any of the water of the Company is intended to be or has been registered he shall give not less than twenty-four hours notice in writing to the Company of his intention to do so, and any person offending against this enactment shall for every such offence be liable to a penalty not exceeding forty shillings.

Repair of meters.

43. Every consumer of water of the Company shall at all times, at his own expense, keep all meters belonging to him whereby any water of the Company is registered in proper order for correctly

registering such water, in default whereof the Company may cease to supply water through such meters, and the Company shall at all reasonable times have access to and be at liberty to take off, remove, test, inspect, and replace any meter belonging to a consumer, such taking off, removal, testing, and inspecting and replacing to be done at the expense of the Company if the meter be found in proper order, but otherwise at the expense of the consumer.

Register of meter to be primâ facie evidence.

44. The register of the meter, when in perfect working order, shall be primâ facie evidence of the quantity of water consumed by any customer of the Company in respect of which any water rate or rent is charged and sought to be recovered by the Company.

Fraudulently injuring meters, &c.

45. If any person wilfully, fraudulently, or by culpable negligence injures or suffers to be injured any pipe, meter, or fitting belonging to the Company, or fraudulently alters the index to any meter, or fraudulently prevents any such index from duly registering the quantity of water supplied, he shall (without prejudice to any other right or remedy for the protection of the Company or the punishment of the offender) for every such offence be liable to a penalty not exceeding five pounds, and the Company may, in addition thereto, recover the amount of any damages sustained by them, and the Company may also discontinue the supply of water to the person so offending until the injury is remedied and the amount of the damages is paid, notwithstanding any contract previously existing, and the existence of artificial means for causing such alteration or prevention when such pipe, meter, or fitting is under the custody or control of the consumer shall be primâ facie evidence that the same has been fraudulently caused by the customer using such pipe, meter, or fitting.

For preventing frauds and waste of water.

46. If and whenever any person supplied with water under this Act wilfully does or causes or suffers to be done anything in contravention of any of the provisions of this Act, or wilfully fails to do anything which under this Act ought to be done for the prevention of waste, misuse, contamination, or undue consumption of water, the Company may cut off or stop any pipe by or through which water is supplied to him, and may cease to supply him with water as long as the cause of injury remains or is not remedied, and also may recover in any court of competent jurisdiction from any 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.

Power for Company to supply materials, &c.

47. The Company may, if requested by any person supplied or about to be supplied by them with water, furnish to him, and from

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time to time repair or alter, any meters, pipes, valves, cocks, bath, soil-pans, waterclosets, apparatus, and receptacles, and may provide all materials and do all work necessary or proper in that behalf, and the cost of providing such materials and executing such work shall be paid by the person requiring the same, and shall be recoverable from such person in the same manner as the water rates or rents.

Company not bound to supply several houses by one pipe.

48. The Company shall not be bound to supply more than one house by means of the same pipe, but they may, if they think fit, require that a separate pipe be laid into each house supplied by them with water.

Recovery of sums due.

49. 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, then, 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.

50. 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.

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

51. A justice or a judge of any court shall not (except as in this Act expressly provided) 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.

Contents of summons, &c.

52. 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.

53. 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 recovery of the money shall be levied to 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.

54. Penalties imposed 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.

Saving rights of the Crown.

55. Nothing contained in this Act shall authorise the Company to take, use, or in any manner interfere with any land or hereditaments, or any streams or springs of water which may afford any supply of water to any land or hereditaments, belonging to the Queen's most Excellent Majesty in right of her Crown, and under the management of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, or to take or interfere with the soil of any public or other road adjoining any such land as in this section mentioned, without the consent in writing of the same Commissioners, or one of them, on behalf of Her Majesty, first had and obtained for that purpose (which consent such Commissioners are hereby respectively authorised to give); neither shall anything in the said Act contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Expenses of Act.

56. All costs, charges, and expenses of and incidental 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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