CHAPTER cxxxiv.

An Act to dissolve the Trowbridge and District New Water Company, Limited, and to re-incorporate the Members thereof and others for supplying with Water the town and parish of Trowbridge and other places in the county of Wilts; and for other purposes. [7th July 1873.] A.D. 1873.

WHEREAS the Trowbridge and District New Water Company, Limited, (in this Act called the existing company,) are constituted with limited liability under the Acts relating to joint stock companies, and by their memorandum of association, dated the third day of June one thousand eight hundred and seventy-one, their objects were declared to be to supply the town of Trowbridge and its neighbourhood with water, and their capital was declared to be thirty thousand pounds, divided into three thousand shares of ten pounds each:

And whereas on the twelfth day of December one thousand eight hundred and seventy-two, of that capital seven thousand eight hundred and sixty pounds had been subscribed for, and six thousand six hundred and seventy-six pounds paid up, and the existing company had expended in the purchase of existing waterworks, lands, hereditaments, pipes, plant, and other things at Trowbridge, and for other purposes of the undertaking, six thousand three hundred and thirty pounds and upwards:

And whereas the existing company have not any mortgage or bond debt:

And whereas it is expedient that the existing company be dissolved, and that the members thereof be re-incorporated into a new company, and that the new company be authorised to supply with water the town and parish of Trowbridge, and also (subject to the due supplying of Trowbridge and provision for compensation water) the townships, parishes, and places of North Bradley, Steeple Ashton, Hilperton, Upton Scudamore, and Semington, all in the

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county of Wilts, and to make and maintain new reservoirs and other works, and that other powers be given and provisions made with respect to their undertaking:

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 occupiers of the lands through and upon which such works are intended to be made, have been deposited at the office of the clerk of the peace for the county of Wilts, and are in this Act 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 for all purposes as "Trowbridge Water Act, 1873."

Provisions of general Acts herein named incorporated.

2. "The Companies Clauses Consolidation Act, 1845," Parts I., II., and III. of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," "The Waterworks Clauses Acts, 1847 and 1863," and the clauses and 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 "The Waterworks Clauses Acts, 1847 and 1863," apply as well to the mains, conduits, pipes, and other works and engines by this Act vested in the Company as to those hereafter to be constructed or acquired by them.

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 expressions "the Company" and "the undertakers" respectively mean the Company by this Act incorporated; the expressions "the undertaking" and "the waterworks" respectively include all the waterworks of the Company, whether by this Act vested in them or hereafter constructed or acquired by them; the word "share" includes stock other than debenture stock; 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; and in the provisions of "The Railways Clauses Consolidation Act, 1845," incorporated with this Act, the word "railway" shall mean the reservoirs by this Act authorised, and the expression "centre of the railway" shall mean the boundaries of each reservoir: Provided that nothing in this Act contained shall authorise the Company to convert any moneys to be borrowed under the powers of this Act into capital bearing a dividend exceeding the rate of five pounds per centum per annum.

Limits of Act for supply of water.

4. The limits of this Act for the supply of water shall be and include the town and parish of Trowbridge and the townships, parishes, or places of North Bradley, Steeple Ashton, Hilperton, Upton Scudamore, and Semington, all in the county of Wilts: Provided that the supply of water to all other the said townships, parishes, and places shall be subject and without prejudice to an adequate supply for all purposes being given to the town and parish of Trowbridge, and to the supply of compensation water as by this Act directed.

Incorporation of Company.

5. The existing company is hereby dissolved, and the several persons and corporations who immediately before the passing of this Act were members of that company, and all other persons and corporations who shall hereafter subscribe to the undertaking, and their executors, administrators, successors, and assigns respectively, are hereby united and incorporated into a company for the purpose of making, maintaining, and providing waterworks, and supplying water within the limits of this Act, and for other the purposes by this Act authorised, by and under the name of "The Trowbridge Water Company," and by that name shall be a body corporate, with perpetual succession and a common seal, and power to sue and be sued, and power to purchase, hold, and dispose of lands for the purposes of their undertaking, subject to the restrictions and provisions herein contained.

Memorandum of association to be void.

6. Subject to the provisions of this Act, the memorandum of association of the existing company shall, as to any future or prospective operation thereof, from and after the passing of this Act be wholly void and of none effect, and the several persons who have signed the same, or who at the time of the passing of this Act are members of the existing company, and their respective heirs,

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executors, administrators, and assigns, shall immediately from and after the passing of this Act be by virtue of this Act released and discharged from any future obligation to observe, perform, or abide by the said memorandum of association or anything therein contained.

Waterworks, &c. vested in Company.

7. Subject to the provisions of this Act, all the undertaking, waterworks, and apparatus, engines, mains, pipes, and other plant, lands, hereditaments, buildings, rights and easements, moneys, securities, credits, property, effects, choses in action, claims, and demands whatsoever of or to which immediately before the passing of this Act the existing company or any persons in trust for them were seised, possessed, or in anywise entitled at law or in equity, with their respective rights, members, and appurtenances, are by this Act vested in the Company as their undertaking, waterworks, property, and effects, for all the estate and interest which the existing company or such persons had therein, but subject to all debts, liabilities, and engagements of the existing company in respect thereof.

Company to represent the dissolved company.

8. Except only as is by this Act otherwise expressly provided, the Company shall, with respect to their undertaking, waterworks, property, and effects, and all matters connected with the same respectively, represent the existing company as if that company and the Company had originally been and had continued without intermission to be one and the same body corporate.

General saving of rights.

9. Notwithstanding the dissolution of the existing company and the avoidance of their memorandum of association, and except only as is by this Act otherwise expressly provided, everything before the passing of this Act done, suffered, and confirmed by or under the memorandum of association shall be as valid as if the dissolution and avoidance had not happened, and the dissolution and avoidance and the operation of this Act shall accordingly be subject and without prejudice to everything so done, suffered, or confirmed, and to all rights, liabilities, claims, and demands, both present and future, which, if the dissolution and avoidance had not happened, would be incident to or consequent on any and everything so done, suffered, and confirmed, and with respect to everything so done, suffered, and confirmed, and all such rights, liabilities, claims, and demands the Company shall to all intents and purposes represent the existing company: Provided always, that the generality of this provision shall not be restricted by any of the other provisions of this Act.

Contracts, &c. preserved.

10. Notwithstanding the dissolution and avoidance aforesaid, all purchases, sales, conveyances, leases, mortgages, bonds, deeds, securities, contracts with respect to supply of water, and other

contracts entered into or made before the passing of this Act by, to, or with the existing company, or any person on their behalf, shall continue and be as effectual to all intents for, against, and with respect to the Company as if the same had been made or executed by, to, or with respect to the Company instead of the existing company, or the trustees or persons acting on behalf of the existing company, and may be proceeded on and enforced by and against the Company accordingly.

Actions, &c. not to abate.

11. Notwithstanding the dissolution and avoidance aforesaid, nothing in this Act contained shall release, discharge, or suspend any action, suit, prosecution, or other proceeding commenced by or against the existing company before the passing of this Act, but on the contrary the same shall continue and take effect both in favour of and against the Company in like manner to all intents and purposes as the same might if this Act were not passed continue and take effect in favour of or against the existing company, save only that when necessary the Company shall be substituted therein for the existing company.

Rates to be paid to Company.

12. Notwithstanding the dissolution and avoidance aforesaid, all water rates or rents, meter rents, and other charges with respect to the supply of water, which immediately before the passing of this Act were due or payable or accruing or secured to the existing company, shall be payable and paid to and may be collected and recovered by the Company in like manner as any water rates or rents, meter rents, and other charges under this Act.

Debts to be paid.

13. Notwithstanding the dissolution and avoidance aforesaid, all persons who immediately before the passing of this Act owed any money to the existing company, or to any person on their behalf, shall pay the same with all interest (if any) due and payable or accruing for the same to the Company, and all debts and moneys which immediately before the passing of this Act were due or owing or recoverable from the existing company, or for the payment of which they were or but for this Act would be liable, shall be paid with all interest (if any) due or payable or accruing for the same by or be recoverable from the Company.

Books, &c. continued evidence.

14. Notwithstanding the dissolution and avoidance aforesaid, all documents, books, and writings which, if the dissolution and avoidance had not happened, would be receivable in evidence, shall be admitted as evidence in all courts of law and equity and elsewhere.

Officers, &c. to continue.

15. All officers and servants of the existing Company who were in office immediately before the passing of the Act shall hold and enjoy their respective offices and employments, and be deemed to be the officers of or persons employed by the Company, at the salaries

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and emoluments thereunto annexed, until they shall resign the same or be removed therefrom, and they and their respective sureties shall be liable in all respects as if they respectively had been appointed and had become bound under this Act.

Indemnity to trustees.

16. Every trustee or other person in whom or in whose name any property of the existing company was vested or standing, and who, before the passing of this Act, has lawfully entered into any bond, covenant, contract, or other engagement in relation thereto, and every person who being duly authorised in that behalf has, before the passing of this Act, entered into any other contract on behalf of the existing company, shall (to the same extent as he would have been entitled to be indemnified out of the property of the existing company if this Act had not been passed) be indemnified out of the property of the Company from all liability and against all expenses in consequence of his having entered into the same.

Certificates to remain in force.

17. All certificates of shares in the capital of the existing company (until cancelled under the powers of this Act), and all sales, transfers, and dispositions heretofore made or executed with respect to any shares of the existing company, shall remain in full force and continue and be available in all respects as if this Act had not been passed.

Capital.

18. The capital of the Company shall be forty thousand pounds in four thousand shares of ten pounds each.

Appropriation of capital.

19. Subject to the provisions of this Act, so many shares of the said capital as are equal in number to the number of shares of the existing company issued up to the time of the passing of this Act shall be appropriated to and are hereby vested in the several persons and corporations who, immediately before the passing of this Act, were members of the existing company, in proportion to their respective shares at that time in that capital, but subject to all calls and other payments to which the shares so held by them in that capital were liable at that time.

Existing trusts, &c. attached to new shares.

20. Every share so appropriated shall vest in the person entitled thereto on the same trusts and subject to the same powers, provisions, declarations, agreements, and charges as immediately before the passing of this Act affected the then existing share in the capital of the existing company for which it is substituted, and so as to give effect to and not revoke any testamentary disposition of or affecting such existing share.

Company to call in and cancel exist-

21. The Company shall call in and cancel the existing certificates of shares in the existing company, and issue in lieu thereof

certificates of the substituted shares in the form and under the conditions prescribed by "The Companies Clauses Consolidation Act, 1845," but the holders of such existing certificates of shares shall not be entitled to any certificates of proprietorship under this Act until they shall have delivered up to the Company to be cancelled the certificates issued to them before the passing of this Act, or shall have proved to the reasonable satisfaction of the directors the loss or destruction thereof.

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Existing share certificates and issue new certificates in lieu thereof.

22. The Company shall not issue any share created under the authority of this Act, nor shall any such share vest in the person accepting the same, unless and until a sum not being less than one fifth part of the amount of such share shall (either before or after the passing of this Act) have been paid up in respect thereof.

Shares not to be issued until one fifth part paid up.

23. 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.

Calls.

24. Profits of the existing company by this Act vested in the Company shall, for the purpose of dividends, be deemed profits of the Company, and shall be applicable to dividend among the proprietors of the Company.

Profits of existing company to be applicable to dividend of Company.

25. Where money is payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate, as the case may be, shall be a sufficient discharge to the Company for the same.

Receipt of guardian, &c.

26. In proceedings under any bankruptcy or deed of composition or arrangement, the secretary of the Company, or any person appointed in this behalf, by writing under his hand, may represent the Company, and shall be competent to act for the Company, and his acts and omissions shall bind the Company in all respects as if the claim or demand of the Company in such proceedings were the personal claim or demand of such secretary or person, and not of the Company.

Representation of the Company in bankruptcy, &c.

27. The Company may from time to time borrow on mortgage any sums not exceeding two thousand five hundred pounds in respect of each ten thousand pounds of their capital.

Power to borrow.

28. Provided that no sum by this Act authorised to be borrowed shall be borrowed until the whole of the portion of capital in respect of which it is authorised to be borrowed has been appropriated under this Act, or issued and accepted, and one half thereof has been (either before or after the passing of this Act) paid up, and the

Restrictions on borrowing.

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Company have proved to the justice who is to certify under the fortieth section of "The Companies Clauses Consolidation Act, 1845," (before he so certifies) that the whole of the portion of capital in respect of which the Company propose to exercise the power of borrowing hereby granted has been appropriated or issued and accepted, and that one half thereof has (either before or after the passing of this Act) 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 appropriation, issue, or acceptance thereof, and either before or after the passing of this Act, and that such portion of capital was appropriated or issued bonâ fide and is held by the persons or corporations to whom the same was appropriated or 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.

For appointment of a receiver.

29. 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 principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less in the whole than one tenth part of the total sum for the time being owing by the Company on mortgage.

Debenture stock.

30. The Company may create and issue debenture stock.

Application of money.

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

Interest on mortgages and debenture stock to rank equally.

32. Notwithstanding anything in Part III. of "The Companies Clauses Act, 1863," 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.

33. 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 rentcharge 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.

First ordinary meeting.

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

Number of directors.

35. The number of directors shall be five.

Qualification of directors.

36. The qualification of a director shall be the possession in his own right of not less than twenty-five shares.

Quorum.

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

First directors.

Election of directors.

38. Samuel Peed, Dennis Adams, Edmond Foster, John Death, and John Graham Foley 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, shall elect a body of directors consisting of five duly qualified persons, and may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors or directors to supply the place of those not continued in office, or to make up the number of directors to five (the directors appointed by this Act 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 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 that Act.

Contracts not to disqualify for

39. Any contract to be made under this Act with any local board, corporation, or public body shall not disqualify any of the

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office of director.

members of any such local board, corporation, or public body for the office of director of the Company, and no director or shareholder of the Company shall be disqualified for the office of director of the Company by reason of any contract between him and the Company for any loan of money to the Company or for renting any land of the Company.

Power to make waterworks.

40. 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 reservoirs, tanks, conduits, or lines of pipe and other works shown on the deposited plans and sections, together with all proper approaches, embankments, filter-beds, pumping stations, engines, works, and conveniences connected therewith respectively, and may collect and divert into the said waterworks, and thence distribute and supply, the waters of the Biss springs, and all brooks and streams shown on the deposited plans, and which may be intercepted by the works by this Act authorised at and above (but not below) the reservoir marked G on those plans, and all other springs which may be intercepted by those works at and above (but not below) that reservoir; and may also collect and divert into the said waterworks, and appropriate for the purposes referred to in sections 59 to 62 of this Act, and for the purpose of supplying water to lands and buildings belonging or reputed to belong to his Grace the Duke of Somerset, adjoining the Semington Brook or in the neighbourhood thereof, as herein-after provided, and to the extent and in manner required for carrying out such purposes, but not further or otherwise, without the previous consent in writing of James Hargreaves or other the owner or owners for the time being of Staverton Factory, the water of the Semington Brook and Paxcroft Brook, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for any of the purposes which the Company are by this Act authorised to execute: Provided that the Company shall not, without the previous consent in writing of the owner or owners for the time being of the Staverton Factory, take or divert from the Semington Brook a greater quantity of water in any one day than one million gallons: Provided also, that, notwithstanding anything herein contained or shown on the deposited plans, the approach road shown on those plans as leading from the high road to the reservoir marked Q shall only be constructed at such place and in such line as has been or may be agreed upon between the Right Honourable Sydney William Herbert Earl Manvers and the Company, on land to be provided by the Earl at the expense of the Company.

41. The works by this Act authorised comprise the following; (to wit,) A.D. 1873.

Description of works.

A. B. C. D. E. Five collecting tanks, with pipes and other apparatus, in Upton Scudamore parish in Wiltshire:

F. A conduit or line of pipes commencing at or in the tank (A) first herein-before mentioned, and terminating at or in the southern end of the reservoir (G) next herein-after described:

G. A reservoir, with embankments, filtering beds, and other works connected therewith, on the Biss Brook in Westbury parish in Wiltshire, and in the fields numbered respectively 837, 902, and 905 on the tithe commutation map for that parish, or some or one of them:

H. A conduit or line of pipes commencing in Westbury parish aforesaid, at the northern end of the before-mentioned reservoir (G), and terminating in Trowbridge parish at a point in the high road from Frome to Trowbridge, near the barracks:

K. A dam and other works connected therewith across the Semington Brook, and which dam and works will be partly in Melksham parish and partly in the chapelry of Semington, in the parish of Steeple Ashton in Wiltshire, and will abut upon and be partly situate in the field numbered 52 on the tithe commutation map for the parish of Melksham in Wiltshire, and partly upon and in the field numbered 199 on the tithe commutation map for the said chapelry of Semington:

L. A weir and other works connected therewith across the Semington Brook, which weir and works will be wholly in the parish of Melksham in Wiltshire, and will abut upon and be situate in the fields numbered 52 and 53 on the tithe commutation map for that parish:

M. The embanking and widening of the Semington Brook from the dam (K) and from the weir (L) up to a point on that part of the said brook which abuts on the field in the said parish of Melksham numbered 53 on the tithe commutation map for that parish, and the field in the said chapelry of Semington numbered 201 on the tithe commutation map for that chapelry:

N. The deepening and widening of the Semington Brook from the dam (K) and weir (L) down to a point on that part of the said brook which abuts on the fields in the said chapelry of Semington, and numbered respectively 74A and 75 on the tithe commutation map for the said chapelry:

O. A pumping station, with water wheel, turbine, or other apparatus, with pumps and other suitable works and conveniences, in the chapelry of Semington in the parish of Steeple

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Ashton in Wiltshire, in and upon the field numbered 199 on the tithe commutation map for the said chapelry :

P. A conduit or line of pipes commencing at the herein-before mentioned pumping station (O), and terminating at or in the northern end of the reservoir (Q) herein-after described :

Q. A reservoir, with embankments and a pipe or channel communicating with the Paxcroft Brook, and other works connected therewith, situate partly in the chapelry of Semington and partly in the tithing of Hinton, both in the parish of Steeple Ashton aforesaid, in fields numbered respectively 32 and 34 and 40 on the tithe commutation map for the chapelry of Semington, and 255A and 255B on the tithe commutation map for the tithing of Hinton, or some or one of them :

R. A weir or dam with all necessary works connected therewith across the Paxcroft Brook, in the said parishes of Trowbridge and Steeple Ashton, and which weir or dam will abut upon and be partly situate in a field numbered 335 on the tithe commutation map for the said parish of Trowbridge, and partly upon and in fields (formerly in two closes) respectively numbered 6 and 7 on the tithe commutation map for the said parish of Steeple Ashton :

S. A conduit or line of pipes commencing at the south-western side or end of the lastly herein-before described weir or dam (R), and terminating in the parish of Steeple Ashton aforesaid at a point in the river Biss in or near a portion of a field numbered 1 on the tithe commutation map for the parish of Steeple Ashton :

T. The embanking, deepening, straightening, cleansing, and protecting of the Paxcroft Brook from the said reservoir (Q) to the weir or dam (R) :

All necessary approaches, embankments, filtering beds, dams, sluices, cuts, channels, pipes, wells, tanks, engines, and other works and conveniences in connexion with the before-mentioned waterworks, and for collecting, cleansing, and storing up the waters of the said rivers, springs, brooks, streams, and other waters.

Meter for measuring quantity of water taken from the Semington Brook.

42. The Company shall, before they begin to take water from the Semington Brook, construct, and for ever thereafter maintain, a suitable meter for measuring the quantity of water taken by them from the Semington Brook, and the said meter shall be at all times open to the inspection and examination of the before-mentioned James Hargreaves, or other the owner or owners for the time being of the Staverton Factory, or his or their agent or agents; and the Company shall not take any water from the Semington Brook other than such as shall pass through the said meter, and so long

as any water is taken by them from the Semington Brook, the Company shall make a written return to the before-mentioned James Hargreaves, or other the owner or owners for the time being of the Staverton Factory, within seven days after each first day of January, first day of April, first day of July, and first day of October, of the total quantity of water taken by the Company from the Semington Brook during the three months then next preceding.

Penalty for neglect to maintain meter.

43. In case of any neglect on the part of the Company to maintain such meter in a state of efficiency, or if on any one day the Company take more than one million gallons of water from the Semington Brook, the Company in either of these events shall for every day on which such neglect or such taking or diversion shall occur pay to the said James Hargreaves, or other the owner or owners for the time being of Staverton Factory, the sum of twenty pounds, and shall in addition make compensation for any loss, damage, or injury sustained by the occupier or occupiers for the time being of the said factory, and the said James Hargreaves, and such owner or owners, occupier or occupiers respectively, may from time to time recover such compensations respectively, with costs, from the Company by proceedings in any court of competent jurisdiction; and in case the Company shall at any time make default in the payment of the sums of money herein-after provided to be paid to the said James Hargreaves, or other the owner or owners for the time being of the Staverton Factory, or any part of such sums of money, for the space of three months after demand in writing for the same shall have been delivered by him or them to the Company, then and in such case the powers of the Company to take water from the Semington Brook shall thenceforth absolutely cease and determine.

Payment to be made in respect of water taken from the Semington Brook.

44. The Company shall, on the first of the before-mentioned quarter days which shall happen after they take any water from the Semington Brook, and thenceforward on the same day in every year so long as they continue to take any water from that brook, pay to the before-mentioned James Hargreaves, his heirs or assigns, owner or owners for the time being of the Staverton Factory, the annual sums of money following; that is to say,

If the average quantity of water taken in the preceding year do not exceed one hundred thousand gallons per diem for each working day of six to the week - -	£20
If such average exceed one hundred thousand gallons and do not exceed two hundred thousand gallons - -	£40

And an additional sum of twenty pounds for every additional one hundred thousand gallons or part thereof taken on the average per diem:

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Provided that in calculating such average the quantity of water taken on the several Sundays shall be included and distributed equally among the said working days.

Company to leave watering place for Upton Scudamore.

45. The Company shall, in lieu of the dipping tank (I) shown on the deposited plans and sections, leave unenclosed the margin of the brook at the present public watering place at Biss Bottom in the aforesaid parish of Upton Scudamore, and shall always keep the brook at the said watering place sufficiently supplied with water for the gratuitous use and accommodation of the inhabitants of the parish of Upton Scudamore.

Limits of deviation.

46. Except as in this Act otherwise provided, the Company in constructing the waterworks 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 in the case of any tank or reservoir to any extent not exceeding two feet upwards or three feet downwards, and in the case of other works to any extent not exceeding five feet upwards or five feet downwards.

Provision for Great Western Railway Company.

47. For the protection of the Great Western Railway Company (in this section called the Great Western Company), the several provisions following shall have full effect:

A. The pipe or aqueduct shown on the deposited plans and sections, and thereon marked with the letter H, shall be made and maintained under the Great Western Company's Salisbury Branch Railway, on the roadway under the arch shown on the deposited plans and sections, at such a depth and in such a manner as not to injuriously interfere with the said archway or bridge or the foundations thereof, and, if necessary, the Company shall underpin or otherwise strengthen the said archway or bridge, and failing their doing so within twenty-four hours after receiving notice in writing under the hand of the secretary of the Great Western Company requiring them so to do, then the Great Western Company, their officers and servants, may (if necessary) underpin and strengthen the same at the expense of the Company:

B. The said pipe or aqueduct marked H shall be carried under the Wilts, Somerset, and Weymouth Railway of the Great Western Company at the level crossing on that railway shown on the deposited plans and sections by means of a culvert of sufficient dimensions to admit of the said pipe or aqueduct being relaid or repaired without any interference with the

railway, and the top of the culvert shall in no case be nearer to the bottom of the rails of the said railway than two feet:

C. The lowering of the bed and the altering of the sides of the Semington Brook where it passes under the aqueduct or viaduct carrying the Kennet and Avon Canal over the said brook shall not be to a greater extent than that shown on the deposited sections, and there shall be no deviation from the said plans and sections at the point where the brook passes under the said aqueduct or viaduct, and if the Great Western Railway Company think fit they may construct the works necessary for the lowering of the bed and the altering of the sides of the said brook at the point aforesaid, and all costs, charges, and expenses which they may incur in so doing shall be paid to them by the Company:

D. Those works respectively shall be made and maintained of such dimensions, in such lines, on such levels, and in such manner as not in any degree to obstruct or prejudice any part of the Great Western Company's railways, canal, works, or conveniences:

E. In order thereto the Company shall submit to the Great Western Company's principal engineer a proper and sufficient description, plan, section, and specification of such parts of each of those works respectively as are to be made within thirty-five feet of the Great Western Company's railways, canal, works, or lands for his consideration and reasonable approval thereof, and if in any case he does not within one month after the delivery thereof to him approve the same, with such modification, if any, thereof as he reasonably requires, and signs the same in testimony of his approval thereof, and deliver the same so signed to the engineer of the Company, or if the Company object to any modification thereof required by him, then they may submit the same to a competent and impartial civil engineer, appointed on the application of the two companies or either of them by the Board of Trade, for his consideration and reasonable approval thereof, his approval to be in like manner testified by his signature, and the Company shall not begin the execution of any of the works so shown on the respective plan unless and until the same with the sections and specifications thereof are so approved:

F. Those works respectively, so far as they directly or indirectly affect any part of the Great Western Company's railways, canal, works, and conveniences, shall be made and maintained by and at the expense of the Company (except as herein-after mentioned) in accordance with the plans, sections, and specifications

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so approved, and under the superintendence and to the satisfaction of the Great Western Company's principal engineer, who from time to time may, at the expense of the Company, appoint and employ such inspectors and watchmen to superintend the execution of the works and to secure the safety of the Great Western Company's railway and canal, and the non-interruption of the traffic on the said railway and canal, as he thinks proper:

G. In case the Company shall neglect to execute any of the said works in an approved manner, the Great Western Company, if and when they think fit, may execute for and at the expense of the Company all or any of those works which are to be made and maintained in, upon, or within thirty-five feet from any part of their railways, canal, works, conveniences, and lands:

H. The Company shall not, without the consent of the Great Western Company testified by writing signed by their secretary, acquire any part of their land or property, but if and when any part of the Company's works is to be executed in or upon any land of the Great Western Company, the Company may 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 Great Western Company's railways, canal, works, and conveniences:

I. All questions and differences which may at any time arise between the Company and the Great Western Company as to the construction or effect of this section, or the performance, observance, non-performance, or non-observance of any of the provisions thereof, or any matters connected therewith or consequent thereon, shall be determined by an arbitrator to be appointed by the Company and the Great Western Company, or (if for fourteen days after the question or difference arises those two companies do not agree upon an arbitrator) by the Board of Trade, upon the application in writing of both or either of those companies, and the decisions of every such arbitrator, by whomsoever appointed shall be binding and conclusive upon both the parties in difference, and the costs of the arbitration shall be in his discretion:

K. The Company shall make full compensation to the Great Western Company for all loss, damages, costs, and expenses sustained or incurred by them by or in consequence of the bursting of any water pipe or aqueduct, or by or in consequence of the construction, or in the construction or repair of or want of repair, or the failure of any of the works by this Act authorised, or otherwise.

Saving rights of Great Western Railway Company.

48. 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 estate, works, rights, interests, powers, and privileges of the Great Western Railway Company.

Power to take additional property.

49. And whereas there are certain mills and lands (hereafter in this Act called the additional property) included within red lines on the deposited plans which it may be desirable for the Company to purchase instead of paying compensation in respect thereof: Therefore, in addition to the other lands which the Company are by this Act authorised to enter upon, take, and use, they may also enter upon, take, and use the additional property or such part thereof as the Company thinks fit.

Additional property not to be deemed part of undertaking.

50. The additional property shall not be deemed part of the undertaking of the Company charged with the general mortgages or debenture stock thereof.

Power to mortgage additional property.

51. The Company may from time to time borrow on mortgage of the additional property or of any part thereof any sums of money, and may convey or assign the additional property or any part thereof as security for the money so borrowed, and any such mortgage or security shall not attach upon or affect the undertaking of the Company, or any lands or hereditaments of the Company other than the additional property or such part thereof as shall be specifically mentioned in the mortgage or security; and the Company may also sell or dispose of the additional property in such manner and on such terms and conditions as they think fit, and either before or after the making of any such mortgage or security.

Powers for compulsory purchases limited.

52. 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.

53. 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 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 additional lands

54. The Company may from time to time, for the purposes of this Act, purchase by agreement any lands in addition to the lands

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by agreement.

which they are authorised to take by compulsion, and may hold the same, provided that they shall not at any one time hold more than three acres of land purchased under the authority of this section.

Power to take easements, &c. by agreement.

55. 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," and of this Act, grant to the Company any easement, right, or privilege in, over, or affecting any lands (not being an easement, right, or privilege of water) required for the purposes of this Act in, over, or affecting any such lands, 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.

Company may maintain and renew works.

56. The Company may from time to time repair, renew, or reconstruct upon the present site thereof any existing works vested in them by this Act.

Company may sell spare lands of undertaking.

57. The Company may from time to time demise, and also, either before or after making any demise thereof, absolutely sell and dispose of, to such persons and in such manner as the Company think fit, any lands or works by this Act vested in them or acquired by them under this Act which they do not require for the purposes of their undertaking (subject nevertheless in the case of all lands, except lands of the existing Company by this Act vested in the Company, to the provisions of "The Lands Clauses Consolidation Act, 1845," with respect to the sale of superfluous lands); and on the sale by the Company of any lands or works (whether vested by this Act or acquired under it), 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.

Reservation of water rights, &c. on sale.

Constant pressure, &c.

58. 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 reservoir (G) by this Act authorised.

Minimum of compensation water.

59. As a condition precedent to the exercise of any of the rights conferred on the Company by the fortieth section of this Act, of collecting and diverting into the waterworks of the Company, and thence distributing and supplying the water of the river Biss, and

other brooks and streams shown on the deposited plans, and more fully described in the said fortieth section, and as the minimum compensation to the owners, lessees, and occupiers of all mills and works using the waters of the river Biss, in the parishes of Trowbridge and Steeple Ashton respectively, for the waters to be taken, impounded, and appropriated under this Act, the Company shall, subject to the limitation in this Act contained of the quantity of water to be taken from the Semington Brook, discharge and cause to flow daily and every day in a continuous stream from six o'clock in the morning to eight o'clock in the evening from the Semington Brook through the reservoir (Q) and Paxcroft Brook and the conduit (S) by this Act authorised into the river Biss, at a point above the first pipe or trunk now conveying water from that river to the Upper or Ashton works of Messieurs Brown and Palmer, fifty thousand gallons of water of a quality equal for manufacturing purposes to that in the river Biss at the said point of discharge.

Maximum of compensation water.

60. And as a maximum compensation to such owners, lessees, and occupiers of mills and works, the Company shall, unless prevented by inevitable cause or accident, and subject to the limitation in this Act contained of the quantity of water to be taken from the Semington Brook, when and while they take water from the Biss springs or river Biss, discharge and cause to flow every day in a continuous stream from six of the o'clock in the morning to eight of the clock in the evening from the Semington Brook through the reservoir (Q) and Paxcroft Brook and the conduit (S) by this Act authorised into the river Biss at the point aforesaid such a quantity of water of such quality as aforesaid, inclusive of such minimum quantity of fifty thousand gallons, as shall be equal to the average quantity of water (if more than the said minimum quantity of fifty thousand gallons) which shall have been taken by the said Company from the Biss springs or river Biss during each day of twenty-four hours in the three calendar months ending on the first day of January, the first day of April, the first day of July, or the first day of October then immediately preceding, with a fixed additional quantity of five thousand gallons; and for the purposes of this clause the said Company shall make a written return to some person or persons to be from time to time appointed in writing by such owners, lessees, and occupiers aforesaid, or the major part of them, and until such appointment to Messieurs Rodway and Mann, of Trowbridge, Wilts, solicitors, within three days after each first day of January, first day of April, first day of July, and first day of October, of the total quantity of water taken by the Company from the Biss springs or river Biss during the three calendar months then next preceding.

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Gauges for measuring supply.

61. The Company shall, before they begin to take water from the Biss springs or the river Biss, erect and construct, and shall for ever hereafter maintain, suitable gauges or meters for measuring the respective quantities of water taken by them from the Biss springs or the river Biss, and discharged from Semington Brook into the river Biss, and the one of such gauges or meters shall be situate within one hundred yards from the reservoir in the parish of Westbury, in Wilts, marked (G) on the deposited plans, and the other shall be situate on the pipe or conduit (S) shown on the deposited plans, and within one hundred yards of the point of discharge of the water from Semington Brook into the river Biss, and both the said gauges or meters shall be at all times open to the inspection and examination of the several persons for the time being interested in the water to flow or be discharged through or over the said gauges or meters.

Provision in case of failure or neglect.

62. In case the Company shall at any time fail or neglect to discharge or cause to flow such compensation water as aforesaid, for the supply of the river Biss and the mills and other properties situate thereon or adjoining thereto, without the previous consent in writing of all the owners, lessees, and occupiers of such mills and works, such owners, lessees, and occupiers, or any one or more of them, may from time to time apply to the justices of the county sitting in petty sessions for an order, and which order the said justices are hereby directed and empowered to grant, to enter upon the compensation works by this Act authorised, and make and maintain all such works and do all such things as, subject to the limitations and provisions contained in this Act with respect to Semington Brook, may be proper and sufficient for the purpose of discharging or causing to flow into the river Biss, at the aforesaid point of discharge from the said Semington Brook, the quantity of water herein-before prescribed, and the amount of all the expenses from time to time incurred in that behalf by such owners, lessees, or occupiers shall be paid to them on demand by the Company, and may be recovered in any court of competent jurisdiction: Provided that before commencing to make any such works or do any such things, such owners or reputed owners, some or one of them, shall give to the secretary of the Company or leave at the office of the Company in Trowbridge three days notice in writing of their or his intention so to do; and provided also, that the right to apply for and obtain such order of justices shall not be deemed or be taken to deprive the said owners, lessees, or occupiers of such mills and works of any right to bring any suit either at law or equity against the said Company for failure to discharge and cause to flow such compensation water in manner aforesaid, if such

owners, lessees, and occupiers, or any of them, are advised so to do. A.D. 1873.

Saving rights of the Duke of Somerset.

63. For the protection of his Grace the Duke of Somerset (in this section called the Duke) his heirs, successors, and assigns, and his and their tenants, the several provisions following shall have full effect:

A. Nothing in this Act contained shall be held to authorise the Company to enter upon, take, or use any land of the Duke, his heirs, successors, or assigns, without his or their consent in writing first had and obtained, except nevertheless that the Company may for the purpose of their undertaking, and subject to the provisions of this Act, acquire any easement in, over, or upon such of the said lands as are delineated on the deposited plans and described in the deposited books of reference:

B. Except with the consent in writing of the Duke, his heirs, successors, or assigns, or his or their agent thereunto lawfully authorised, the Company shall not make or maintain any bank, reservoir, weir, dam, or work of any kind whatsoever, whereby the existing water level of the Semington Brook shall be raised:

C. The meter by this Act required for measuring the water taken from Semington Brook shall not be constructed on any land belonging to the Duke, his heirs, successors, or assigns, without his or their consent in writing first had and obtained:

D. 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 estate, rights, interests, powers, and privileges of the Duke, his heirs, successors, or assigns, or his or their tenants:

E. The Company shall at any time if required by the Duke, his heirs, successors, or assigns, supply water free of charge to his or their tenants in the parish of Melksham and chapelry of Semington at works, houses, farmhouses, buildings, and fields contiguous to the works of the Company, and so far as the works of the Company will allow, and for the purpose of such water supply, shall provide at their own expense all necessary meters, troughs, pipes, and other works, and shall provide also drains for carrying off the waste water: Provided that such supply shall be taken into account in assessing the amount of compensation to be paid as aforesaid to the Duke, his heirs, successors, or assigns, or his or their tenants:

F. The Company shall at all times in their collecting and diverting and user of the water in the Semington Brook leave

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sufficient water for the necessities of the Duke's property, whether above or below the Company's works, and for the use of all or any of his tenants who may require to take or use the water from the said brook, so far as such property and tenants shall not be supplied with water by the Company under the other provisions of this Act: Provided, nevertheless, that nothing in this Act contained shall confer upon the Duke or his tenants any right to take or use the water of the said brook, except in the manner, and for such purposes, and to such an extent as they are now entitled to do:

G. In the event of the Company at any time discontinuing the carrying on or use of the works authorised by this Act, the Company shall at their own expense, and to the satisfaction of the Duke, his heirs, successors, or assigns, or his or their agent thereunto lawfully authorised, do all such acts as may be required to put the lands of the Duke, his heirs, successors, or assigns, into such state and condition as they would have been in if the powers conferred upon the Company by this Act had never been exercised in relation to such lands.

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

64. The Company shall, at the request of the owner or occupier of any dwelling-house or part of a 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 at rates not exceeding the following rates upon the annual rackrent, or if not let at annual rackrent upon the annual value of the dwelling-house or part of a dwelling-house supplied; (to wit,)

If such rackrent or value does not exceed thirty pounds, seven pounds ten shillings per centum per annum:

If it exceeds thirty pounds but does not exceed fifty pounds, seven pounds per centum per annum:

If it exceeds fifty pounds but does not exceed one hundred pounds, six pounds ten shillings per centum per annum:

If it exceeds one hundred pounds, six pounds per centum per annum:

(and so in proportion for any longer or shorter period than a year): Provided that the Company shall not be obliged to furnish any such supply for any less rent than after the rate of twopence per week.

Rates for watercloseis and baths.

65. In addition to the rates for the supply of water for domestic purposes, the Company may demand and receive for every water-closet beyond one in any house of not more than twenty pounds annual rackrent, or (if not let at rackrent) annual value, any

yearly sum not exceeding five shillings, and in any other house any yearly sum not exceeding ten shillings, and for every private fixed bath in any house any yearly sum not exceeding ten shillings.

For preventing fouling water.

66. 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 bath which shall be capable of containing when filled for use more than fifty gallons of water.

Regulations for preventing waste, &c. of water.

67. For preventing waste, misuse, undue consumption, or contamination of the water of the Company, the following provisions shall (subject to the provisions of the sections numbered 157 and 158 of "The Railways Clauses Consolidation Act, 1845," which shall apply to the acts of justices under this section) have effect; to wit,

(1.) The Company may from time to time make such regulations as they think necessary for the objects aforesaid to be observed by persons supplied with water, but no such regulation shall come into operation until it has been approved by two justices:

(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 likely 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

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every such repair, replacement, or alteration shall be repaid 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 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 agree for supplies of water for other than domestic purposes.

68. Subject to the provisions of this Act, the Company may from time to time enter into and carry into effect such agreements with any railway companies, and other companies, corporations, bodies, and persons, with respect to the supply of water in bulk or otherwise, or for other than domestic purposes, as the Company think fit, and every such agreement may be for such period, and on such terms, pecuniary or otherwise, and conditions as the Company think fit.

Entry on premises to cut off supply in certain cases.

69. 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 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.

70. 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, 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.

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Service pipes.

71. 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.

72. 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 building 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.

73. 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.

74. 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.

75. 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.

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Fraudulently injuring meters, &c.

76. 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 consumer using such pipe, meter, or fitting.

For preventing frauds and waste of water.

77. 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 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 such cases.

Power for Company to supply materials, &c.

78. The Company may, if requested by any person supplied or about to be supplied by them with water, furnish to him, and from time to time repair or alter any such pipes, valves, cocks, cisterns, baths, soil-pans, waterclosets, apparatus, and receptacles as are required or permitted by their regulations, and may provide all materials and do all work necessary or proper in that behalf, and the cost of providing such material 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.

Incoming tenant not liable for arrears.

79. The Company shall not be entitled to require from the incoming tenant of any property the payment of arrears of water rate or 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.

Company not bound to supply seve-

80. 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.

ral houses by one pipe.

81. 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.

Recovery of sums due.

82. 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 in Trowbridge for the time being of the Company.

Notice of discontinuance.

83. 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.

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

84. 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.

Contents of summons, &c.

85. 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 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.

Costs of distress.

86. 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.

Penalties not cumulative.

87. 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.

Expenses of Act.

LONDON: Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1873.