ANNO DECIMO OCTAVO & DECIMO NONO

VICTORIÆ REGINÆ.

****

Cap. xciii.

An Act for extending the Powers of the *Warrington* Waterworks Company, and for other Purposes.

[26th *June* 1855.]

WHEREAS by an Act of the Session of the Ninth and Tenth Years of Her present Majesty, intituled *An Act for the better supplying with Water the Town and Borough of* Warrington, *or Parts thereof, in the Counties of* Lancaster *and* Chester, *and the Townships of* Latchford *and* Appleton *in the last-mentioned County*, the "*Warrington* Waterworks Company" were incorporated, with Powers for making and maintaining Waterworks for supplying the Inhabitants within the Limits of that Act with Water: And whereas by an Act passed in the Session of the Twelfth and Thirteenth Years of Her present Majesty, intituled *An Act to authorize the* Warrington *Waterworks Company to raise a further Sum of Money*, further Powers were conferred on the Company: And whereas the Company proceeded to put those Acts into execution: And whereas the Share Capital of the Company authorized by those Acts is Twenty-four thousand Pounds, in Two thousand four hundred Shares of Ten Pounds each, and the whole of those Shares are taken and fully paid

9 & 10 Vict. c. cxii.

12 & 13 Vict. c. v.

up: And whereas the Company were by those Acts authorized to borrow on Mortgage or Bond Eight thousand six hundred and sixty-six Pounds Thirteen Shillings and Fourpence, which is the Amount of their present Mortgage or Bond Debt: And whereas the Waterworks of the Company are insufficient for the Supply of Water for the Inhabitants within the Limits of those Acts, and it is expedient that the Company be authorized to extend their Works and to raise further Money: And whereas it is expedient that those Acts be repealed, and that Parts thereof be re-enacted with Amendments: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it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:

Short Title.

I. This Act may be cited for any Purpose as "The *Warrington* Waterworks Act, 1855."

Commencement of Act.

II. This Act shall commence and have effect on and from the Fourth *Wednesday* next after the passing thereof.

8 & 9 Vict. cc. 16 & 18. and 10 & 11 Vict. c. 17. incorporated.

III. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Waterworks Clauses Act, 1847," save so far as the Clauses or Provisions thereof respectively are expressly varied or excepted by this Act, are respectively incorporated with this Act, and the Expression "the Undertaking" in the Waterworks Clauses Act, 1847, means, for the Purposes of this Act, the Waterworks and the Works connected therewith by this Act authorized to be maintained and made respectively.

Same Meanings to Words, &c. in incorporated Acts and this Act.

IV. The several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction: Provided always, that the Expression "Superior Courts" in those Acts includes, for the Purposes of this Act, any Court of competent Jurisdiction.

Limits of Act for Water Supply.

V. The Limits within which this Act shall be put in force for the Supply of Water are the Town and Borough of *Warrington* in the Counties Palatine of *Lancaster* and *Chester*, and the Townships of *Latchford* and *Appleton* in the County Palatine of *Chester*.

Limits of Act for other Purposes.

VI. The Limits within which this Act shall be put in force, for Purposes other than the Supply of Water, are the several Places within which

which the Company are by this Act authorized to take or hold any Lands, Streams, or Waters, or to execute any Work.

Repeal of recited Acts.

VII. On and after the Commencement of this Act, but subject to the Provisions thereof, the recited Acts shall be by this Act repealed.

Company to remain incorporated.

VIII. Notwithstanding such Repeal, the Company shall be and continue, as from the passing of the first-recited Act, incorporated by the Name of the "*Warrington* Waterworks Company," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands, Streams, Waters, and other Property for the Purposes but subject to the Restrictions of this Act, and with Power to make and maintain the Waterworks by this Act authorized to be maintained and made respectively, and to supply Water within the Limits in that Behalf of this Act, and in all other respects to execute this Act.

General Provision for Protection of Rights under repealed Act.

IX. Provided always, That, notwithstanding such Repeal, and except only as is by this Act otherwise expressly provided, everything before the Commencement of this Act done and suffered respectively under the recited Acts, or either of them, shall be as valid as if this Act were not passed, and the Repeal of those Acts and this Act respectively shall accordingly be subject and without prejudice to everything so done and suffered respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such Repeal had not happened and this Act were not passed, would be incident to or consequent on any and every thing so done and suffered respectively; and the Company shall be liable in respect of the said Rights, Liabilities, Claims, and Demands, in the same Manner and to the same Extent as the Company under the repealed Acts would have been liable in respect of the same if this Act had not passed: Provided, that the Generality of this Enactment shall not in any Manner confine or restrict the Meaning or Construction of the following Enactments with regard to the Matters or Things provided for by the same.

Company to remain entitled to Property.

X. Notwithstanding such Repeal, the Company shall remain and be seised and possessed of and entitled to all the Waterworks, Aqueducts, Reservoirs, Mains, Pipes, Apparatus, and other Works and Conveniences, Lands, Buildings, Estates, Monies, Property, Effects, Claims, and Demands whatsoever of or to which the Company shall, by virtue of the recited Acts or either of them, or otherwise howsoever, be immediately before the Commencement of this Act seised, possessed, or in any way entitled at Law or in Equity, or otherwise howsoever, with the Appurtenances, as if this Act were not passed, and may, according

according to the Provisions of this Act, maintain such Waterworks, Aqueducts, Reservoirs, Mains, Pipes, Apparatus, and other Works and Conveniences.

Company to continue entitled to Powers under other Acts.

XI. Nothwithstanding such Repeal, but subject to the Provisions of this Act, the several Clauses and Provisions whatsoever in favour of the Company contained in any Act or Acts other than the recited Acts, and which immediately before the Commencement of this Act are in force, shall, on and from the Commencement of this Act, apply to the Company, and shall for the Purpose of this Act continue and be in force accordingly; and the Company, by themselves, their Officers and Servants, may and shall accordingly for the Purposes of this Act be entitled to, and have, exercise, and enjoy, under or by virtue of those Clauses and Provisions, all such Rights, Interests, Powers, Authorities, and Privileges whatsoever as if this Act were not passed.

Contracts, &c. to remain in force.

XII. Notwithstanding such Repeal, all Contracts, Purchases, Sales, Conveyances, Grants, Leases, Mortgages, Bonds, Covenants, Agreements, Securities, and other Acts and Things whatsoever before the Commencement of this Act made, done, entered into, executed, or instituted under or in pursuance of the recited Acts or either of them, or with reference to the Purposes thereof, shall be as good, valid, and effectual, to all Intents and Purposes whatsoever, for, against, and with reference to the Company, as if this Act were not passed, and may be proceeded on and enforced accordingly.

Actions, &c. not to abate.

XIII. Notwithstanding such Repeal, any Action, Suit, Prosecution, or other Proceeding whatsoever, commenced either by or against the Company before the Commencement of this Act, shall not abate or be discontinued or prejudicially affected by this Act, but on the contrary shall continue and take effect both in favour of and against the Company, in the same Manner to all Intents and Purposes as if this Act were not passed.

Debts due to and by the Company to be paid to and by them.

XIV. Notwithstanding such Repeal, all Persons who immediately before the Commencement of this Act owe any Sum of Money to the Company, or to any Person on their Behalf, shall pay the same, with all the Interest (if any) due and payable or accruing for the same, to the Company; and all Debts and Monies which immediately before the Commencement of this Act are due or owing by or recoverable from the Company, or for the Payment of which the Company are or but for this Act would be liable, shall be paid, with all Interest (if any) due and payable or accruing for the same, by or be recoverable from the Company.

XV. Not-

Water Rates due at Commencement of Act to be recoverable by the Company.

XV. Notwithstanding such Repeal, all Water Rates and Rents which immediately before the Commencement of this Act are due and payable or accruing to the Company shall be payable and be collected and recovered by the Company in like Manner as the Water Rates or Rents under this Act.

Byelaws, &c. to remain in force.

XVI. Notwithstanding such Repeal, all Rules, Regulations, and Byelaws made by the Company under the recited Acts respectively, and in force on the Commencement of this Act, shall continue in full force for Six Months after the Commencement of this Act, unless the same be sooner repealed, altered, or varied under this Act; and such Regulations, Rules, and Byelaws, and all Penalties and Forfeitures incurred under the recited Acts respectively, may and shall be enforced, recovered, and applied in like Manner in all respects as the same respectively might be enforced and applied in case the same were made and imposed respectively by or under this Act.

Books to be Evidence.

XVII. Notwithstanding such Repeal, all Books, Certificates, Writings, and Documents by that Act directed or authorized to be kept or made, and which if this Act were not passed would be receivable in Evidence, shall be admitted as Evidence in all Courts of Law and Equity and elsewhere accordingly.

Officers to continue.

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

Capital.

XIX. The Capital of the Company shall be Forty-five thousand Pounds, consisting of their present Capital of Twenty-four thousand Pounds, and a further Sum of Twenty-one thousand Pounds, which they may raise by new Shares.

2,400 existing Shares.

XX. The Two thousand four hundred existing Shares in the present Capital shall be Shares in the Capital.

Amount of Shares.

XXI. Except as by this Act otherwise provided, the Amount of every Share in the Capital shall be Ten Pounds.

Calls.

XXII. Except as by this Act otherwise provided, the Amount of a Call on any Share shall not exceed Two Pounds Ten Shillings, and

Three Months at least shall be the Interval between successive Calls, and the aggregate Amount called up on any Share in any One Year shall not exceed Three Fourths of the nominal Amount of the Share.

Votes of several Persons joint Owners of One Share.

XXIII. If several Persons be jointly entitled to any Share in the Capital, then if more than One of them be present at any General Meeting the One of those Persons so present whose Name stands first in the Register of Shareholders as One of the Holders of such Share shall, for the Purpose of voting at the Meeting, be deemed the sole Holder thereof; or if only One of such joint Holders be present at any such Meeting, then the Person so present shall, for the Purpose of voting at the Meeting, be deemed the sole Holder thereof; and on all Occasions the Vote of such first-named Shareholder, or, as the Case may be, of such solely present Shareholder, shall be allowed as the Vote in respect of such Share without Proof of the Concurrence of the other Holders thereof, or notwithstanding their Dissent.

Raising Capital by new Shares.

XXIV. The Company may from Time to Time resolve on raising by new Shares, and raise accordingly, all or any Part of the Capital by this Act authorized to be raised by new Shares.

If old Shares at a Premium, new Shares to be offered to existing Shareholders.

XXV. If at any Time when the Company resolve to raise any Capital by new Shares the then Shares are at a Premium, the new Shares to be then issued shall be of such Amount as will conveniently admit of their being apportioned among the then Shareholders in proportion to the Number of Shares then held by them respectively, and shall be offered to them in that Proportion.

Offer of new Shares.

XXVI. Every such Offer of new Shares shall be made by Letter, under the Hand of the Secretary, given or sent by Post addressed to every Shareholder according to his Address in the Share Register Book, or left for him at his usual or last known Place of Abode in *England*; and every such Offer made by Letter sent by Post shall be considered as made on the Day on which such Letter in the ordinary Course of Delivery ought to reach the Place to which it is addressed.

New Shares to vest in accepting Shareholders.

XXVII. Such new Shares shall vest in and belong to the Shareholders who shall accept the same and pay the Calls thereon at the Times and by the Instalments fixed by the Company.

Disposal of unaccepted new Shares.

XXVIII. If any Shareholder fail for One Month after such Offer of new Shares to accept the same, the Company may dispose of the new Shares to other Persons.

Enlargement of Time for

XXIX. Provided always, That the Directors, if they think fit, but not otherwise, may permit any Shareholder, who from Absence abroad

or

or other Cause satisfactory to the Directors, omits to signify within the Time limited by this Act his Acceptance of the new Shares offered to him, to accept them notwithstanding such Time have elapsed. Acceptance of Shares.

XXX. Except as by this Act provided with respect to offering new Shares to existing Shareholders, the Company may from Time to Time dispose of the new Shares to such Persons and on such Terms and Conditions as the Company think fit. General Disposal of new Shares.

XXXI. Every Person who becomes entitled to any new Share shall in respect of the same be a Shareholder in the Company, and, except so far as the Company by their Resolutions for the issuing thereof otherwise determine, or as by this Act is provided, shall be entitled to a Dividend with the other Shareholders proportioned to the whole Amount from Time to Time paid up on such new Share. Dividends on new Shares.

XXXII. As to Thirty thousand Pounds, Part of the Share Capital of the Company, including therein the existing Share Capital, the prescribed Rate of Dividend thereon shall be Ten Pounds in the Hundred, and that as to Fifteen thousand Pounds, Residue of the said Share Capital, the prescribed Rate of Dividend shall be Seven Pounds Ten Shillings in the Hundred. Limitation of Dividends.

XXXIII. A Shareholder shall not have any Right of voting or any Qualification in respect of less than Ten Pounds paid up on his new Shares. Votes, &c. for new Shares.

XXXIV. After the whole of the Capital has been subscribed for, and One Half of the Capital is actually paid, the Company from Time to Time may borrow on Mortgage or Bond such Sums as they from Time to Time think fit, not exceeding in the whole, with their present Mortgage or Bond Debt of Eight thousand six hundred and sixty-six Pounds Thirteen Shillings and Fourpence, the Sum of Fourteen thousand Pounds. Power to borrow on Mortgage or Bond.

XXXV. All Mortgages and Bonds granted by the Company before and in force at the Time of the Commencement of this Act shall, during the Continuance thereof, have Priority over all Mortgages and Bonds granted under this Act. Former Mortgages and Bonds to have Priority.

XXXVI. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver shall be Three thousand Pounds. Receiver for Mortgagees.

XXXVII. The

Ordinary Meetings.

XXXVII. The Ordinary Meetings of the Company shall be held in the Months of *February* and *August* in every Year, or at such other fixed Times as the Company, by the Resolution of an Extraordinary Meeting, from Time to Time appoint.

Newspaper for Advertisements.

XXXVIII. The Newspaper for Advertisements shall be any *Lancashire* or *Cheshire* Newspaper.

Number and Qualification of Directors.

XXXIX. The Number of the Directors shall be Ten, and the Qualification of a Director shall be the Possession in his own Right of at least Twenty Shares.

Quorum of Directors.

XL. The Quorum of a Meeting of the Directors shall be Three.

Committees of Directors.

XLI. The Number of Directors of which Committees appointed by the Directors shall consist shall not be less than Three or more than Six, and the Quorum of such Committees shall be Three; and when the Committee shall consist of only Three the Quorum of such Committee shall be Two.

Present Directors continued in Office.

XLII. The several Persons who on the Commencement of this Act are the Directors of the Company shall remain in Office, and shall retire from Office in the same Rotation as that in which they would retire if this Act were not passed.

Company may remunerate Directors.

XLIII. The Company at any General Meeting may order that Remuneration be made to the Directors for their Time and Trouble in conducting the Affairs of the Company, not exceeding Two hundred Pounds a Year, unless the current Year's Profits yield a Dividend of at least Seven Pounds Ten Shillings *per Centum* in the Year to the Shareholders, and not exceeding in any Case Three hundred Pounds a Year; and any Remuneration so ordered shall be paid to the Directors out of the current Year's Profits of the Company.

Power to make Works according to deposited Plan.

XLIV. And whereas Plans and Sections showing the Situation, Line, and Levels of the intended new Works and Alterations of existing Works, and describing the Brooks and Streams the Waters of which are intended to be diverted or used, and also a Book of Reference containing the Names of the Owners and Lessees, and reputed Owners and Lessees, and Occupiers of the Lands in or through which such Works are intended to be made or to pass, have been deposited with the Clerk of the Peace for the County Palatine of *Chester*: And whereas on such Plans and Sections an Aqueduct or Conduit is shown, commencing at a Brook or Stream immediately below *Grimsditch Mill*, which Aqueduct or Conduit is not now proposed to be made: Therefore, subject to the Provisions and Restrictions

tions of this Act, the Company from Time to Time may make and maintain the Works herein-after mentioned in the Situation and Line and according to the Levels shown on those Plans and Sections, and in and through the Lands shown on those Plans and mentioned in that Book of Reference, and may enter upon, take, and use such of the Lands, Streams, and Waters shown on those Plans and mentioned in that Book of Reference as the Company deem necessary for the Purposes of this Act.

Works authorized by Act.

XLV. The Works by this Act authorized comprise the following; to wit,

1. The repairing, altering, enlarging, and maintaining of the existing Reservoirs of the Company in the Township of *Appleton* in the Parish of *Great Budworth* in the County Palatine of *Chester*, and in the Township of *Higher Walton* in the Parish of *Runcorn* in that County:
2. The making of a Reservoir or Reservoirs, with all necessary Works and Conveniences connected therewith, in Lands adjoining to *Daresbury Brook*, and now or late in the Occupation of *Peter Percival*, *James Mort*, *William Hall* the younger, and *Samuel Beckett Chadwick*, in the Township of *Daresbury* in the Parish of *Runcorn*:
3. The maintaining of an Aqueduct, Conduit, or Line of Pipes commencing at the existing Reservoir of the Company in the Township of *Higher Walton* in the Parish of *Runcorn*, and terminating at or near to the proposed new Reservoir in the Township of *Daresbury* in that Parish, together with a Branch, Conduit, or Line of Pipes commencing at and from a certain Stream flowing from the Township of *Hatton*, and terminating by a Junction with the first-named Aqueduct, Conduit, or Line of Pipes, in Land in the Occupation of *William Hall* the younger, in the Township of *Daresbury*:
4. The taking for the Purposes of the Waterworks, and the impounding, collecting, and diverting of the Waters of *Daresbury Brook* in the Township of *Daresbury*, and all other Springs, Streams, and Watercourses in the Line of the Works, and which or some of them now flow directly or derivatively into the *Mersey and Irwell* Navigation:
5. The making and maintaining in connexion with those Works of all necessary Works and Conveniences for the cleansing, collecting, and storing of such Waters:
6. In the making of such new Works, and the enlarging and extending of such existing Works, the laying down, repairing, and maintaining of all such Works and Conveniences as may be necessary for better and more effectually supplying Water within the Limits in that Behalf of this Act, and the laying down of Mains,

Pipes, Culverts, and other Works in, under, over, and across any of the Lands within such Limits, and any Roads, Highways, Streets, Lanes, public Places, Bridges, Viaducts, Brooks, Streams, Watercourses, Sewers, or Drains, and the altering, diverting, or stopping up, either temporarily or permanently, of any Roads, Highways, Sewers, Drains, Ways, or Watercourses, which several Works are to be made in and pass from, through, or into the several Parishes and Townships of *Runcorn*, *Newton-by-Daresbury*, *Hatton*, *Daresbury*, *Acton Grange*, *Higher Walton*, and *Appleton*, all in the County Palatine of *Chester*.

Reservoir and Works on Daresbury Brook to be constructed to the Approbation of Samuel Beckett Chadwick.

XLVI. The Reservoir or Reservoirs, and other Works connected therewith, to be made in Lands adjoining to *Daresbury Brook*, belonging to *Samuel Beckett Chadwick*, shall be constructed and formed as far as may be practicable consistently with the Provisions of this Act, to the Approbation of the said *Samuel Beckett Chadwick*, his Heirs or Assigns, and not otherwise: Provided always, that if the said *Samuel Beckett Chadwick*, his Heirs or Assigns, shall neglect or refuse to signify his Approbation of the Plan proposed by the Company for such Reservoir or Reservoirs and other Works, after having had the same submitted to him One Month previously, and shall not point out any other Plan for the same, in accordance with the Provisions of this Act, which he proposes should be adopted, then and in such Case it shall be lawful for the Company to proceed to the Formation of the said Reservoir or Reservoirs and other Works according to the Plan proposed by the Company, provided such Plan be in accordance with the Provisions of this Act, but not otherwise.

Reservoir on Daresbury Brook to be kept as full of Water as practicable.

XLVII. After the Completion of the intended Reservoir or Reservoirs on *Daresbury Brook*, Water shall be allowed to flow therein as soon as possible; and the said Reservoir or Reservoirs shall be kept thereafter as full of Water as may be practicable; and the Company shall not draw at any Time Water out of the said intended Reservoir or Reservoirs for supplying the existing Reservoir of the Company situate in *Appleton* and *Higher Walton*, unless the Water in the existing Reservoir of the Company shall be Six Feet below the Overflow of the said last-mentioned Reservoir, nor more than Three Feet in Depth of Water below the Level of the Overflow of the said intended Reservoir or Reservoirs, unless the Water in the said existing Reservoir shall be Ten Feet below the Overflow thereof.

Penalty if Company draw Water from Daresbury Reservoir contrary to the

XLVIII. The Company shall forfeit and pay to the said *Samuel Beckett Chadwick*, or the Owner for the Time being of the Estates adjoining the said intended Reservoir or Reservoirs and now belonging to the said *Samuel Beckett Chadwick*, the Sum of Ten Shillings for every Day during which the Water in the said intended Reservoir or Reservoirs

Reservoirs shall be below the Level herein-before provided, by reason of Water having been drawn therefrom by the Company contrary to the Provisions herein-before contained; and such Sum may be recovered as liquidated Damages in any Court of competent Jurisdiction. Provisions of this Act.

XLIX. Notwithstanding the Powers herein contained to take and use Lands and Streams in the said Township of *Daresbury*, the Fish in the Reservoir or Reservoirs on *Daresbury Brook*, and the exclusive Right to angle for and take the same, shall be and the same are hereby specially reserved to and for the Use of the said *Samuel Beckett Chadwick*, his Heirs or Assigns, together with the exclusive Right of fowling and otherwise sporting over the said Reservoir or Reservoirs; and it shall be lawful for the said *Samuel Beckett Chadwick*, his Heirs or Assigns, to keep One Boat upon the said Reservoir or Reservoirs for the Use of himself and others with his Permission, and to erect a Boat House or Shed for such Boat: Provided nevertheless, that such Rights, Powers, and Authorities shall not be exercised so as to foul the Water of the said Reservoir or Reservoirs, and shall not in anywise interfere with the Right, Power, and Authority of the Company to do all such Acts, Matters, and Things whatsoever as may be expedient or necessary for cleansing and repairing the said Reservoir or Reservoirs and Works connected therewith, and preventing the Water therein from being fouled, or preventing the Accumulation of Fish to such an Extent as to affect the Quality of the Water. Right of fishing and sporting over Daresbury Reservoir, and to keep a Boat thereon, reserved to Samuel Beckett Chadwick.

L. In case the Company do not require absolutely to purchase any Lands through which their Works are intended to be made or to pass, but only to exercise the Right of laying, making, maintaining, and using Mains, Culverts, Pipes, or Watercourses through such Lands, the Company may purchase and acquire such Right accordingly, and the Compensation to be paid in respect thereof shall be ascertained in the same Manner as in case of Compensation to be paid for Land actually taken under "The Lands Clauses Consolidation Act, 1845," and all Persons by this Act or the Acts incorporated therewith empowered to convey Lands to the Company shall have full Power for the Purposes of this Act to grant to the Company any Easement, Power, or Privilege in or over such Lands. Company may purchase the Right of laying Pipes through Lands in the Line of their Works.

LI. Subject to the Provisions of this Act, the Company in the Execution of the Works may deviate from the Line of the Works as shown on the deposited Plans to any Extent within the Limits of Deviation shown on those Plans, and may also deviate from the Levels of such Works as delineated in the said Sections, in any Case except Reservoirs, to any Extent not exceeding Five Feet, and in the Case Limits of Deviation.

Case of Reservoirs may deviate from such Levels to any Extent not exceeding Three Feet.

Period for Completion of Works.

LII. The Works shown on the Plans deposited for the Purposes of this Act shall be completed within Seven Years after the Commencement of this Act, and on the Expiration of that Period the Powers by this Act granted for the Execution of those Works, or otherwise in relation thereto, shall cease, except as to such of those Works as are then completed: Provided always, that nothing in this Act shall restrain the Company from extending from Time to Time their Mains and Pipes when and where it shall be necessary for them so to do for supplying Water within the Limits in that Behalf of this Act.

Company to repair Damage done to Warrington Bridge.

LIII. The Company shall at their own Expense make good and repair, to the Satisfaction of the respective Bridge Masters of the Hundred of *West Derby* in the County Palatine of *Lancaster* and of the County Palatine of *Chester*, within their respective Jurisdictions, any Damage from Time to Time occasioned to *Warrington Bridge*, or to the Works connected therewith, by the laying down along, under, or across the same of any Aqueduct, Pipe, or other Work.

Alteration of the Company's Works, or Construction of new ones, rendered necessary by any Alteration in their Navigations by the Duke of Bridgewater's Trustees or the Mersey and Irwell Navigation Company, to be approved by their Engineer.

LIV. If the Devisees in Trust of the late Duke of *Bridgewater* or the Company of Proprietors of the *Mersey and Irwell* Navigation at any Time hereafter widen, deepen, change the Level, or divert the Course of or otherwise alter the River *Mersey* or the Canals and Navigations of those Devisees in Trust and that Company of Proprietors respectively, or any of them, or make any new Navigation or Works pursuant to the several Powers vested in them respectively, and which Powers are by this Act expressly saved, or concur in or consent to the Construction of a new Bridge over the River *Mersey* at *Warrington* in lieu of the existing Bridge there, or the heightening of or other Alteration in that existing Bridge, and it be in consequence of or for facilitating any such new or altered Works necessary for the *Warrington* Waterworks Company to have any new Works made, or for any of their then existing Works to be reconstructed or altered, then and so often as the same shall happen such new Works or Alterations shall be made, so far as may be consistent with the Provisions of this Act, to the Approbation of the Engineer of, as the Case may be, those Devisees in Trust, or that Company of Proprietors.

In case of Failure of Engineer to point out

LV. Provided always, That in the event of such Engineer failing for Seven Days after the Plans for such new Works or Alterations are submitted to him by or on the Part of the Company to signify

to

to them in Writing his Approbation thereof, or to point out in Writing any other Plan in accordance with the Provisions of this Act which he proposes for Adoption by them, then and in every such Case the Company may execute the Works according to the Plan proposed by them without the Approbation of such Engineer, provided such Plan be in accordance with the Provisions of this Act, but not otherwise.

Plan, Company to proceed.

LVI. Provided always, That in making any such new Navigations or Works, or in widening, deepening, or altering the River *Mersey*, or those Canals, or any Works from Time to Time connected therewith respectively, as little Damage as may be shall be done to the Works by this Act authorized; and the same shall be reinstated, if necessary, or otherwise such other Works provided as may be requisite and adapted to the altered State of such Canals and Works respectively; and Compensation and Satisfaction shall be made to the Company, as provided by "The Lands Clauses Consolidation Act, 1845," for all Injury or Damage thereby occasioned.

Compensation for Damage to be made to Company.

LVII. If in the Execution of any of the Works of the Company by this Act authorized to be made, or by reason of any Act or Omission of the Company, their Agents, Servants, or Workmen, or if in consequence of any of those Works when made, those several Canals and Navigations or any of them, or the Towing-paths thereof respectively or any of them, or any such new Navigation or any Towing-path thereof, be at any Time obstructed or impeded, or any Ships, Boats, Barges, or other Vessels using those Canals and Navigations respectively cannot pass along the same or be impeded in such passing, or any Leakage be occasioned to those Canals and Navigations or any of them, or if the Water thereof be wasted by reason of any of the Works of the Company by this Act authorized to be made, or of any Act or Default in or about the making, maintaining, or repairing thereof, then and in any such Case those Devisees in Trust or that Company of Proprietors, as the Case may be, may remove, take and put away such Obstruction or Impediment, and repair, stop, or prevent any such Leakage or Waste of Water, and repair and make good all Damage or Injury done to those Canals, Navigations, and Works or any of them by any such Obstruction, Impediment, Leakage, or Waste of Water; and the Company shall pay to those Devisees in Trust or Company of Proprietors, as the Case may be, as or by way of ascertained Damages, all Expenses incurred therein, and also the Sum of Five Pounds for every Hour during which any such Obstruction, Impediment, Leakage, or Waste of Water continues until the Expiration of Three Days; and after the Expiration thereof, or if such Impediment, Obstruction, Leakage, or Waste of Water be occasioned by any wilful Act of any of the Servants of or Persons

For the Prevention of Obstructions to the Navigation and Works of those Trustees and the Mersey and Irwell Navigation Company.

employed by the Company, then the Sum of Twenty Pounds for every Hour during which such Obstruction, Impediment, Leakage, or Waste of Water continues, such Sum being in either Case computed from the Commencement of such Obstruction, Impediment, Leakage, or Waste of Water, and as or by way of ascertained Damages, and such Expenses and Sums respectively shall in every Case be recoverable as Penalties; and the Company shall make Compensation to all other Parties using or entitled to use those Canals and Navigations respectively, or any of them, for all Loss or Injury which they respectively sustain by reason of any Obstruction or Impediment, and also to the Owners and Occupiers respectively of all Buildings, Lands, and Works injured or damaged by the breaking down of those Canals and Navigations or any of them, or the flowing of Water therefrom, in consequence of any such Act or Omission.

Power for Justices to order Repair of Reservoirs, and in certain Cases to direct the Water therein to be lowered.

LVIII. And in order to provide against Accidents to Life or Property by the bursting of any Reservoir of the Company, be it enacted, That whenever it shall be represented to Two Justices of the Peace met and acting together for the County or Borough in which any such Reservoir is situate, by the Owners or Occupiers of any Dwelling House, Mill, Factory, or other Works situate below such Reservoir as aforesaid, and so as to be in danger of being destroyed or injured by the Water of such Reservoir in case it should escape therefrom, that such Reservoir is in a dangerous State, such Justices shall forthwith make Inquiry into the Truth of such Representation, and if they shall be satisfied that such Reservoir is in a dangerous State they shall, by Writing under their Hands, order and require the Company, within a Time to be specified in such Writing, to put such Reservoir into a proper State of Repair or construct such Works as may be necessary to remove the Danger; and in case the Company shall not, within the Time so limited and to the Satisfaction of the Justices who shall have made such Order, or of any Two Justices of the Peace for such County or Borough met and acting together, have repaired the said Reservoir or constructed the said Works, or in case upon receiving such Representation as aforesaid the Justices shall consider the Danger to be so imminent as not to admit of Delay, they may, if they shall think fit, by Writing under their Hands, order and direct the Officer in charge of such Reservoir or any other Person or Persons whom they may think proper, to enter upon the Premises of the Company and to open the Sluices of such Reservoir, or otherwise to let off so much of the Water from such Reservoir and to such a Level as may be necessary to remove the Danger, and to keep the Water in such Reservoir at the reduced Level until the said Reservoir shall have been repaired or such Works as aforesaid shall have been constructed, to the Satisfaction of the Justices who shall have made such Order or any other Two Justices of the Peace for the said County or Borough met

met and acting together, and who shall signify their Satisfaction by Writing superseding such Order, or until such Order shall be superseded upon Appeal as hereafter mentioned; and such Order may be in the Form or to the Purport and Effect following; (that is to say,)

'To *A.B.*

'WE, the undersigned, Two of Her Majesty's Justices of the Peace 'acting in and for the County *or* Borough of do 'hereby order and direct you, and such Person or Persons as you 'may require to aid and assist you herein, forthwith to do all such 'Acts as may be necessary to lower the Water in a certain Reservoir 'known as the Reservoir by the Space of 'Feet or thereabouts, and to keep the same at that Level 'until you shall be further instructed by us, or by Two other Justices 'of the Peace acting in and for the said County *or* Borough, and you 'shall do as little Injury as possible to the Property of the Company 'of Proprietors of the Warrington Waterworks; and in acting in 'obedience to the Premises this shall be your sufficient Warrant.

'Given under our Hands, this Day of 'One thousand eight hundred and .

'(Signed) *C.D.*
'*E.F.*'

And no Person acting under and in pursuance of such Order shall be deemed a Trespasser; and any Person who shall obstruct or prevent such Person in the Discharge of such Order, or shall wilfully do any Act in contravention of such Order, shall for every such Offence be liable to a Penalty not exceeding Fifty Pounds: Provided always, that, except when the Urgency of the Case will not admit of the Delay, the Justices, before making an Order to repair any such Reservoir or to construct any Works as aforesaid, or to lower the Water in any such Reservoir, shall cause Notice to be given to the Secretary of the Company, and shall hear and consider any Evidence that may be tendered on behalf of the Company against the making of such Order: Provided also, that if the Company shall consider themselves aggrieved by any such Order they may appeal against the same to the General or Quarter Sessions of the Peace for the County of *Lancaster* or the County of *Chester*, as the Case may be, upon giving to the Justices who shall have made such Order Three Weeks Notice in Writing of the Grounds of such Appeal; and the Court of Quarter Sessions shall hear and determine such Appeal, and may either confirm or supersede the Order of the said Justices, as they may think proper; but until such Order shall be superseded, it shall continue in full force, and all the Costs, Charges, and Expenses of applying for, obtaining, and enforcing such Order shall be borne by the Company, unless the

Justices

Justices making the Order shall direct such Costs, Charges, and Expenses, or a proportionate Part of them, to be borne by the Parties applying for such Order, which they are hereby authorized to do; and the Costs of any such Appeal as aforesaid shall be in the Discretion of the said Court of Quarter Sessions.

Company not to be liable for Consequences of such Orders.

LIX. Provided always, That the Company shall not be liable to pay to any Persons any Damages, Penalties, Costs, Charges, or Expenses for or in respect of or be answerable or accountable to any Persons for any Diminution or Cessation of the Supply of Water, or any other Breach or Nonperformance of their or any of their Duties, Liabilities, or Obligations under this Act or the recited Acts, or either of them, which may be occasioned in or by or result from the Execution of any such Order as aforesaid, anything in this Act or the Acts incorporated herewith, or the said recited Acts or either of them, to the contrary notwithstanding.

Confirmation of scheduled Instruments for enabling Company to obtain Supplies of Water.

LX. Whereas the several Indentures respectively specified in the Schedule to this Act annexed were made and entered into for the Purpose of enabling the Company to make, maintain, and use in the several Lands therein respectively described Culverts, Lines of Pipes, and other Works, and by means of such Works to divert and take the several Streams and Waters therein respectively described, and thereby to obtain additional Supplies of Water for the Purposes of the recited Acts: And whereas the Company have made and since maintained and used such Works accordingly, and thereby obtained such additional Supplies of Water: And whereas such additional Supplies of Water are requisite for the Purposes of this Act, and it is expedient that Effect be given to those Indentures and Instruments: Therefore those Indentures and Instruments respectively shall be as valid and effectual as if the Company had been empowered to enter into the same under the Powers and Provisions of the said recited Acts, and shall be binding upon the said Company to all Intents and Purposes.

Power to acquire Water Supplies and Easements by Agreement.

LXI. The Company from Time to Time may by Agreement, and on such Terms and Conditions as are mutually agreed on, purchase or otherwise acquire any other Streams or Waters, and the Right of taking any other Supplies of Water, and any Lands for laying Mains and Pipes and making other Works therein, and any Rights of laying, making, maintaining, and using Mains, Pipes, and Works in other Lands, and such other Rights, Easements, and Privileges as the Company from Time to Time think requisite for any of the Purposes of this Act: Provided always, that the total Quantity of Land which the Company shall so purchase shall not exceed Twenty Acres; and

and provided always, that any such Agreement or Purchase shall be binding only upon the Parties thereto, and any Person claiming under or through them, and shall not prejudice or affect the Right, Title, or Interest of any other Person or Persons whomsoever.

Power to maintain Waterworks and supply Water.

LXII. The Company from Time to Time may maintain, alter, and improve the Waterworks by this Act authorized to be maintained and made respectively, and may use the same, and by means thereof may supply Water to the Inhabitants within the Limits in that Behalf of this Act.

Rates at which the Company are to supply Water.

LXIII. The Company shall at the Request of the Owner or Occupier furnish to every Occupier of a private Dwelling House or Part of a Dwelling House, in any Street within the Limits of this Act in which any Main or other Water Pipe of the Company is from Time to Time laid, a sufficient Supply of Water for the domestic Purposes of such Occupier, including Waterclosets, at a Rate not exceeding Six Pounds *per Centum per Annum* upon the annual Rackrent or Value of the Premises so supplied with Water: Provided always, that the Company shall not be entitled to receive for such Supply from any One such Owner or Occupier more than the Sum of Ten Pounds in any One Year, and shall not be obliged to furnish such Supply to any Owner or Occupier for less than Five Shillings in any One Year: Provided also, that a Supply of Water for domestic Purposes shall not include a Supply of Water for Baths, or Cattle, or for Horses, or for washing Carriages, where such Horses or Carriages are kept for Hire, or are the Property of a Dealer, or such like Purposes, or for any Trade or Business whatsoever.

Additional Charge for Waterclosets or Baths.

LXIV. That in addition to the Rate for the Supply for domestic Purposes the Company may demand and receive for any One Bath in any Premises where the Rackrent or Value does not exceed Ten Pounds *per Annum* at a Rate not exceeding Five Shillings *per Annum*; and where such Rent or Value shall be above Ten Pounds *per Annum*, at a Rate not exceeding Ten Shillings *per Annum*; and for every additional Bath at a Rate not exceeding Half the Rate for such One Bath; and where any Person shall be supplied with Water for the Purposes only of a Watercloset or Bath in or attached to his Dwelling House, the Company shall be entitled to receive and take any Sum not exceeding Fifteen Shillings *per Annum* in respect of each such Watercloset or Bath.

Valuation to be according to the Assessment to

LXV. Such Water Rates shall be paid by the Owner or Occupier requesting the Supply of Water, and shall be payable according to the annual

the Poor's Rate.

annual Value at which the Premises are from Time to Time assessed to the Poor's Rate if the same be so assessed, or if not, according to the net annual Value of the Premises.

What Persons deemed Owners.

LXVI. In order to prevent any Dispute touching the Meaning of the Word "Owner" for the Purpose of recovering any Rates, Rents, or other Charges under this Act, the Person receiving the Rents of any Houses or Tenements supplied with Water by the Company from the Occupier thereof on his Account, or as Agent for any Person interested therein, shall be deemed the Owner of such Houses or Tenements.

Cisterns to be supplied with proper Ballcocks in certain Cases, and Company empowered to enter Houses in certain Cases.

LXVII. Whenever by reason of the Elevation of any Premises, or from other Causes, it shall be difficult to afford a continuous and constant Supply of Water thereto without the Intervention of a Cistern, the Owner or Occupier of any such Premises shall, if required by the Company, provide a proper Cistern or other Receptacle for the Water with which he shall be so supplied, with an efficient Ballcock and other like Apparatus; and the Surveyor or any other Person acting under the Authority of the Company may, between the Hours of Nine o'Clock in the Forenoon and Four o'Clock in the Afternoon, enter into any House in order to examine if there be any Waste, Misuse, or undue Consumption of Water by means of any Overflow Spout, Waste Pipe, or other Means; and in case any such Waste, Misuse, or undue Consumption of Water shall be found to exist, or shall be deemed likely to occur from the Use of any such Overflow Spout, Waste Pipe, or other Means, it shall be lawful for such Surveyor or other Person to give Notice to the Person so supplied with Water either to repair and amend or to remove such Overflow Spout, Waste Pipe, or other Means; and if the same shall not be forthwith repaired and amended or removed in accordance with such Notice, it shall be lawful for the Company immediately thereafter to turn off the Water from the House, and to cease to supply the same with Water.

Penalty for suffering Cisterns, &c. to be out of repair.

LXVIII. That if any Person supplied with Water by the Company shall, after Seven Days Notice in Writing given him by the Company, suffer any Cistern, Place for Water, Pipe, or Cock belonging to him to be out of repair, so that the Water supplied to him by the Company shall be wasted, he shall forfeit for every such Offence a Sum not exceeding Five Pounds.

Company may repair and recover the Expenses.

LXIX. That it shall be lawful for the Company to repair any such Cistern, Place for Water, Pipe, or Cock, and the Expenses of such Repair shall be payable by the Person so allowing the same to be out of repair, and be recovered in the same Manner as herein provided for Recovery of the Water Rate or Rent.

LXX. A Supply

Water for Public Baths and Wash-houses.

LXX. A Supply of Water shall be provided for supplying any Public Baths or Wash-houses which may be paid for out of any Improvement Rates levied under the Provisions of the *Warrington* Improvement and Market Act, 1854, in such and the like Manner, and on such and the like Terms, as if such Baths or Wash-houses had been paid for out of any Poor Rates or Borough Rates levied within the Limits of this Act.

Company may lay down Communication Pipes on Request of Owner or Occupier of House of more than 10*l.* annual Value, and charge for same.

LXXI. The Company may, upon the Request of the Owner or Occupier of any Dwelling House of more than Ten Pounds annual Value, in any Streets in which Pipes shall have been laid down by them, lay down Communication Pipes and other necessary Works for the Supply of such House with Water, and may charge for such Pipes and Works, in addition to the Water Rates, such Amount, either in a gross Sum or by way of annual Rent, as shall be agreed upon; and such gross Sum or Rent shall be chargeable on and recoverable from the Owner or Occupier of such House on whose Request the Company may have laid down such Communication Pipes and Works, at the same Times and in the same Manner as Water Rates; and such Pipes and other Works shall not be subject to Distress for Rent, nor to be taken in execution under any Process of a Court of Law or Equity, or under any Adjudication in Bankruptcy against such Occupier or Owner, unless he shall be the actual Proprietor of the said Pipes and Works.

Company may contract with Landlords of Houses under Rent of 10*l.* per Annum.

LXXII. Wherever the Landlord or Owner of a Number of Houses let at Rents not exceeding Ten Pounds a Year for every House is desirous of agreeing with the Company for a Supply of Water for the same, the Company may contract with such Landlord or Owner for the Supply required, either according to the Rates specified in this Act, or on such other Terms and Conditions as are mutually agreed on.

Water for other than domestic Purposes to be supplied by Agreement.

LXXIII. The Company may supply any Person with Water for other than domestic Purposes, at such Rent and upon such Terms and Conditions as are agreed upon between the Company and the Person desirous of having such Supply.

Penalty for using Water for other than domestic Purposes without Agreement.

LXXIV. Every Person using for any other than domestic Purposes any Water supplied by the Company, and not having previously agreed with the Company for a Supply for such other Purposes, and every Person having agreed with the Company for a Supply of Water for any other than domestic Purposes, and using for any Purposes other than the Purposes so agreed on the Water so supplied by the Company,

Company, shall respectively for every such Offence forfeit and pay to the Company any Sum not exceeding Five Pounds.

For preventing fouling of Water.

LXXV. Provided always, That the Company shall not be compelled to supply with Water any Watercloset or private Bath, or the Apparatus or Pipes connected therewith, unless the same be so constructed and used as to prevent the Waste or undue Consumption of the Water of the Company, and the Return of foul Air and other noisome or impure Matter into the Mains or Pipes belonging to or connected with the Mains or Pipes of the Company, or any private Bath so constructed as to contain, when filled for Use, more than Sixty Gallons of Water.

Water may be cut off in certain Cases.

LXXVI. If any Person supplied with Water by the Company wilfully do or cause or knowingly permit to be done anything in contravention of the Provisions of this Act, or wilfully neglect to do anything which under such Provisions ought to be done for the Prevention of the Waste, Misuse, undue Consumption or Contamination of the Water of the Company, the Company may turn off the Water supplied by them to such Person, and cease to supply such Person with Water until the Provisions of this Act be complied with, or proper Measures be taken by and at the Expense of such Person for the Prevention of such Misuse, undue Consumption, or Contamination of Water, and also may recover from such Person in any Court of competent Jurisdiction the Amount of any Loss, Damage, or Injury which the Company sustain by reason of any such wilful Act or Neglect.

Costs of Distress.

LXXVII. Any Justice who issues any Warrant of Distress for the Recovery of any Money payable under this Act may order that the Costs of the Proceedings for the Recovery of such Money shall be paid by the Person liable to pay such Money, and such Costs shall be ascertained by such Justice, and shall be included in the Warrant of Distress for the Recovery of such Money.

Recovery of Rates, &c. otherwise than by Distress.

LXXVIII. This Act or anything therein shall not prevent the Company from recovering any Amount of Money due to them for any Rates, Rents, Damages, Costs, or Expenses by Proceeding in any Court of competent Jurisdiction.

Saving Rights of the Corporation of Warrington, &c.

LXXIX. Except as is by this Act expressly provided, this Act or anything therein contained shall not take away, alter, or prejudice any of the Rights, Powers, and Authorities vested in the Corporation of the Borough of *Warrington* or the *Warrington* Gaslight and Coke Company, or the Devisees in Trust of the late Duke of *Bridgewater*,

water, and the Company of Proprietors of the *Mersey and Irwell* Navigation, or either of them, under any Act relating to them respectively, or otherwise howsoever.

Act not exempt from Provisions of 11 & 12 Vict. c. 63.

LXXX. This Act or anything therein shall not exempt the Company from the Provisions of "The Public Health Act, 1848," or of any General Act relating thereto, or to the Subject Matter thereof, which may pass during the present or any future Session of Parliament.

Expenses of Act.

LXXXI. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be paid by the Company.

SCHEDULE.

INDENTURE, dated the 7th Day of August 1850, between Robert Okell of the one Part and the Company of the other Part.

Indenture, dated the 20th Day of July 1853, between Esther Smith of the First Part, Sarah Smith, Eaton Smith, Jeffrey Smith, and Elizabeth Smith, of the Second Part, and the Company of the Third Part.

Indenture, dated the 21st Day of April 1852, between Sir Richard Brooke, Baronet, of the First Part, and the Company of the Second Part.

Indenture, dated the 26th Day of August 1852, between Gilbert Greenall of the First Part, and the Company of the Second Part.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1855.