ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. clxxx.

An Act for better supplying with Water the Borough of *Wisbech*, and certain Parishes and Places in the Counties of *Cambridge* and *Norfolk*; and for other Purposes. [14th *July* 1864.]

WHEREAS the Inhabitants of the Borough of *Wisbech* and certain Parishes and Places near thereto situate in the *Isle of Ely* and County of *Cambridge* and in the County of *Norfolk* are now inadequately supplied with Water, and it is expedient that a better Supply should be afforded to them: And whereas a Supply of Water could be obtained from certain Springs in the Parish of *Marham* in the County of *Norfolk*: And whereas Plans and Sections of the Reservoirs, Aqueducts, and other Works proposed to be made for the Purpose of affording a better Supply of Water, showing the Line and Levels thereof, with a Book of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands through and upon which the Works are proposed to be constructed, have been deposited at the Offices of the respective Clerks of the Peace for the *Isle of Ely* and Counties of *Cambridge* and *Norfolk*: And whereas the several Persons herein-after named, and others, are willing at their own Expense to afford such Supply, and to make and maintain all the

necessary Works for the Purpose; but such Objects cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "*Wisbech* Waterworks Act, 1864."

8 & 9 Vict. cc. 16. & 18., 10 & 11 Vict. c. 17., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 93. & 118. incorporated.

2. The several Provisions of "The Companies Clauses Consolidation Act, 1845," Part I. and Part III. of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Waterworks Clauses Acts, 1847 and 1863," are incorporated with this Act.

Subscribers incorporated.

3. *Robert Dawbarn*, *Richard Dawbarn*, *George Dawbarn*, *William Groom*, *William Hutchinson*, *Thomas Ridgway*, *Robert Wherry*, and all other Persons and Corporations who have already subscribed or who shall hereafter subscribe to the Undertaking by this Act authorized, their Executors, Administrators, Successors, and Assigns respectively, shall be and they are hereby united and incorporated into a Company for the Purpose of constructing, forming, and laying down Reservoirs and Aqueducts or Main Pipes, and all other Works necessary or convenient for supplying the Inhabitants and other Persons within the Limits of this Act with Water, by and under the Name of "*Wisbech* Waterworks Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions in this Act and in the incorporated Acts contained.

Capital.

4. The Capital of the Company shall be Twenty thousand Pounds divided into Two thousand Shares of Ten Pounds each.

Calls.

5. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months at the least shall intervene between the making of successive Calls, and not more than Three Fourths of a Share shall be called for in any One Year: Provided that the Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

6. The

Power to borrow on Mortgage.

6. The Company may borrow on Mortgage any Sums of Money not exceeding in the whole the Sum of Four thousand eight hundred Pounds, but no Part of such Sum shall be borrowed until the whole of the Capital or Sum of Twenty thousand Pounds shall have been subscribed for, and One Half thereof paid up, and until they shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Shares are issued, and that not less than Twenty *per Centum* has been paid on account of each separate Share before or at the Issue thereof, and that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

Arrears may be enforced by Appointment of a Receiver.

7. The Mortgagees under this Act may enforce 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 Two thousand Pounds.

First Ordinary Meeting.

8. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act.

Quorum of Meetings.

9. The Quorum of every Meeting of the Company shall be Seven or more Shareholders holding in the aggregate not less than Two thousand Pounds in the Capital of the Company.

Number of Shareholders to convene Extraordinary Meeting.

10. The Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be not less than Seven, and such Shareholders shall hold in the aggregate not less than Two thousand Pounds in the Capital of the Company.

Number and Qualification of Directors.

11. The Number of Directors of the Company shall be Nine, and the Qualification of a Director shall be the Possession by him in his own Right of Twenty Shares at least in the Undertaking.

First Directors.

12. *Robert Dawbarn*, *George Dawbarn*, *William Groom*, *William Hutchinson*, *Thomas Ridgway*, and *Robert Wherry* shall be First Directors of the Company.

Quorum.

13. A Quorum of a Meeting of Directors shall be Three.

Power to reduce Number of Directors.

14. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, so that the reduced Number be not less than Six.

15. Subject

Power to take Lands for Works.

15. Subject to the Provisions in this and in the incorporated Acts contained, the Company may enter upon, take, and use such of the Lands, Springs, Streams, and Waters delineated on the deposited Plans within the Limits of Deviation shown thereon and described in the Book of Reference, and also any Easement, Privilege, Power, or Authority in or over the same, as shall be necessary for the Purposes of the Works by this Act authorized; and in constructing the Works by this Act authorized to be made the Company may make lateral Deviations from the Line of such Works not exceeding the Limits of Deviation shown on the said Plans, and may deviate from the Levels of the Reservoirs to any Extent not exceeding Three Feet, and of other Works as delineated on the deposited Sections to any Extent not exceeding Five Feet.

Works which the Company may execute.

16. The Works which the Company may construct and form or lay down are those described on the deposited Plans, as follows:

A Reservoir, Tank, or Catch Well in the Parish of *Marham* in the County of *Norfolk* (herein-after referred to as Reservoir No. 1.) at, on, or near a certain Spring or Springs in that Parish situate in a Field belonging or claimed to belong to *Edward Makemead*, and in the Occupation of *Thomas Springhall*, to the North of a certain Farmyard belonging or claimed to belong to the said *Edward Makemead*, and in the Occupation of the said *Thomas Springhall*, and there to take the Water of the said Springs:

A Reservoir, Tank, or Catch Well in the said Parish of *Marham* (herein-after referred to as Reservoir No. 2.) on or near a Piece of Land adjoining and on the West Side of the Road leading from the Village of *Marham* towards *Shouldham Warren*, at, on, or near a Spring or Springs which rise in or near the said Road about One hundred and eighty Yards from the Main Road through the Village of *Marham*, there to take the Water of the said Springs and of the Streams issuing from the same:

A Reservoir, Tank, or Catch Well in the said Parish of *Marham* (herein-after referred to as Reservoir No. 3.) on the East Side of the said Road leading from the Village of *Marham* towards *Shouldham Warren*, at or near a Spring or Springs about One hundred and sixty Yards from the Main Road through the Village of *Marham*, there to take the Water of the said Springs and of the Streams issuing from the same, with an Aqueduct or Conduit in the Parish of *Marham* between such Reservoir No. 3. and the intended Reservoir No. 2.:

An Aqueduct or Conduit commencing from and out of the intended Reservoir No. 1, Tank, or Catch Well, in the Parish of *Marham*, and terminating at or in the intended Reservoir next herein-after described in the Parish of *South Lynn:*

A Reservoir,

A Reservoir, with Pumping Station and other Works, in the Parish of *South Lynn,* in or upon a Piece of Land belonging or claimed to belong to and in the Occupation of *John Hudson* situate to the East of the *Lynn and Wisbech* Branch of the *Great Eastern* Railway, and to the South of the public Road leading from *Wiggenhall Saint Germans* to *Setchy* and *Wormegay,* at or near the Point where the said Road crosses the said Railway on the Level:

An Aqueduct or Conduit commencing out of or from the intended Reservoir No. 2, and terminating by a Junction with the first-mentioned intended Aqueduct in the Parishes of *Shouldham* and *Wormegay,* or One of them, at a Point about Fifteen Chains North-west of the Lodge called *Warren Lodge:*

An Aqueduct or Conduit from the Reservoir and Pumping Station in the said Parish of *South Lynn,* and terminating in the Reservoir or Tank in the Parish of *Walsoken* next herein-after described (crossing the River *Ouse* by means of *Saint German's Bridge*):

A Reservoir or Tank in the Parish of *Walsoken* at, upon, or near to a House, Homestead, and Piece of Land in the said Parish, in a Place called *Turnpike Marsh,* lying between the County Drain and the Turnpike Road leading from *Walsoken* to *King's Lynn,* and a private Road leading from the said Turnpike Road to Land of *Robert Bothway:*

An Aqueduct from such last-mentioned Reservoir or Tank, passing through the said Parish of *Walsoken,* and terminating at the Junction of the Parishes of *Walsoken* and *Wisbech Saint Peters* at or upon a certain Bridge over the *Wisbech* Canal called *Walsoken Bridge* in the said Parishes or One of them.

Powers for compulsory Purchases limited.

17. The Powers of the Company for the compulsory Purchase of Lands granted by this Act shall not be exercised after the Expiration of Two Years from the passing of this Act.

Period for Completion of Works.

18. If the Works shown on the deposited Plans shall not be completed within Four Years from the passing of this Act, then on the Expiration of such 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 of the Works as shall then be completed.

As to Purchase of Lands of Sir T. Hare and H. Villebois, Esq.

19. Nothing in this Act contained shall authorize the Company to enter upon, take, or use (except by Agreement) any Lands now of Sir *Thomas Hare* Baronet or of *Henry Villebois* Esquire, or any Easement, Privilege, Power, or Authority in or over the same Lands respectively, other than an Easement for the Purpose of making and maintaining

maintaining in and through the same Lands the Aqueduct or Conduit by this Act authorized from the intended Reservoir No. 1.

Certain Works not to be made without the Consent of Sir T. Hare.

20. Nothing in this Act contained shall authorize the Company to make the intended Reservoir No. 3, or any Aqueduct or Conduit or Works connected therewith, or to take, divert, or interfere with the Spring or Springs thirdly mentioned in the Sixteenth Section of this Act, or the Streams issuing from the same, except with the Consent of Sir *Thomas Hare* Baronet, or other the Owner or Owners for the Time being of the Lands now of the said Sir *Thomas Hare* in the Parishes of *Marham*, *Shouldham*, and *Shouldham Thorpe*.

Certain Works not to be made without the Consent of H. Villebois, Esq.

21. Nothing in this Act contained shall authorize the Company to make the intended Reservoir No. 2, or any Aqueduct or Conduit or Works connected therewith, or to take, divert, or interfere with the Spring or Springs secondly mentioned in the Sixteenth Section of this Act, or the Streams issuing from the same Springs, except with the Consent of *Henry Villebois* Esquire, or other the Owner or Owners for the Time being of *Marham House*, and the Lands numbered 194 and 200 on the Tithe Commutation Map for the Parish of *Marham*.

Mode of laying Conduits in Lands of Sir T. Hare and H. Villebois, Esq.

22. All Aqueducts, Conduits, or Pipes by this Act authorized to be made and maintained in Lands now of Sir *Thomas Hare* Baronet, and of *Henry Villebois* Esquire, shall be Water-tight, and shall be laid underground, and covered over in such a Manner as not to interfere with the ordinary User or Cultivation of the Surface or the under Drainage of the Land by means of Pipes, and the Surface shall in every Case as far as practicable be restored to its former Condition.

No Shaft or Well to be sunk to the Eastward of the Pumping Station.

23. The Company shall not at any Time sink any Shaft or Well Eastward of the Pumping Station by this Act authorized, but shall take the Water from the Springs firstly mentioned in the Sixteenth Section of this Act by Gravitation only, without lowering the natural Water Level at the Points where such Springs now issue, unless and until such Springs shall, by the sinking of any Well, Shaft, or Work (except Wells for domestic, Farmyard, and residential Purposes) in the Parish of *Marham* aforesaid by any Person other than the Company, be diminished below a Supply of Five hundred thousand Gallons *per* Day, inclusive of the Two hundred thousand Gallons to be supplied from the same Springs under the Provisions in that Behalf of this Act; but in case the said Springs shall be so diminished as aforesaid, then the Company shall, subject to the Provisions of this Act and the Acts incorporated therewith, be at liberty, in case they think fit so to do, to sink a Shaft or Well for the Purpose of procuring or maintaining a Supply from the same Springs to a Quantity not exceeding Five hundred thousand Gallons *per* Day inclusive as aforesaid:

said: Provided always, that if by the sinking of a Shaft, Well, or Work under this Section the Company shall at any Time diminish the Supply of Water flowing from the Spring or Springs secondly and thirdly mentioned in the Sixteenth Section of this Act, the Company shall make full Compensation to the said Sir *Thomas Hare*, his Heirs or Assigns, and to the said *Henry Villebois* Esquire, or other the Owners of *Marham House* and Lands as aforesaid, such Compensation to be determined in case of Difference in manner prescribed by "The Lands Clauses Consolidation Act, 1845," for the Settlement of Cases of disputed Compensation.

Penalty in case of Offence against the Stipulations in last Section.

24. If and when the Company shall offend against the Stipulations in the last preceding Section contained, they shall, for every Day or Part of a Day during which they shall so offend, incur and become liable to pay a Penalty of Forty Shillings *per* Day to each of them the said Sir *Thomas Hare* Baronet, his Heirs or Assigns, and the said *Henry Villebois*, or other the Owners of *Marham House* and Lands as aforesaid who may (as the Case may be) be affected by such Offence.

Mode of settling certain Disputes.

25. If any Dispute arise as to whether the said Springs firstly mentioned in the said Section Sixteen shall or shall not have been so diminished as aforesaid, or as to whether the Company shall or shall not, in case the same shall or shall not have been so diminished as aforesaid, be raising by means of any Shaft, Well, or Work a Supply of Water exceeding Five hundred thousand Gallons *per* Day inclusive as aforesaid, the same shall be referred to Arbitration in the Manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Supply of Water out of Springs No. 1.

26. Unless with the Consent in Writing of Sir *Thomas Hare*, his Heirs or Assigns, and of *Henry Villebois* Esquire, or other the Owners of *Marham House* and Lands as aforesaid, the Company shall at all Times discharge or cause to flow down from the said Springs firstly referred to in Section Sixteen, along the present Course of the Stream flowing from such Springs, towards or into the *Little* or *Wormegay River*, Two hundred thousand Gallons of Water *per* Day, and the Company shall at all Times maintain a good and sufficient Gauge at the North End of the Reservoir No. 1, over or through which such Water shall be discharged; and if the Company at any Time or Times hereafter fail to comply with this Provision, they shall for every such Failure forfeit and pay to each of the above-mentioned Parties a Sum not exceeding Ten Pounds for each and every Day or Part of a Day during which any such Failure shall continue; and such Forfeitures or Sums may be recovered in a summary Way before Two Justices in the Manner provided by "The Railways Clauses Consolidation

lidation Act, 1845," with respect to the Recovery of Damages not specially provided for.

As to Drainage of certain Lands.

27. The Company shall not make the Works by this Act authorized in such Manner as to impede the efficient Drainage of the Lands now of Sir *Thomas Hare* Baronet or of *Henry Villebois* Esquire, and for the Purposes of such Drainage the Owners, Lessees, and Occupiers for the Time being of those Lands shall have Power to lay and construct, either above or below any Conduits, Pipes, or Works of the Company in the Parishes of *Marham*, *Shouldham*, and *Shouldham Thorpe*, all such Drains, Drain Pipes, and other Works as shall be necessary and proper for such efficient Drainage, and from Time to Time to repair, enlarge, alter, renew, or remove the same, but not so as to damage the Conduits, Pipes, or Works of the Company.

Drains interfered with to be restored.

28. Whenever the Company interfere with any existing Drain or Watercourse made or used for the Drainage of any of the Lands now of Sir *Thomas Hare* Baronet or of *Henry Villebois* Esquire, they shall forthwith, to the Satisfaction of the Owners of the said Lands respectively, or their respective Agents, restore the original Drain or Watercourse, or make another Drain or Watercourse as good and efficient in all respects as the Drain or Watercourse so interfered with; and if for Seven Days after Notice in Writing from such Owner or his Agent the Company shall fail to restore the original Drain or Watercourse, or to make such substituted Drain or Watercourse, the Owner for the Time being of the Lands on which such Drain or Watercourse so interfered with is situate may execute the necessary Works, and the Expenses incurred by him in so doing shall be repaid to him by the Company, and shall be recoverable from them in any Court of competent Jurisdiction or in a summary Way before Two Justices.

Certain Provisions of 8 & 9 Vict. c. 20. incorporated.

29. The Fifty-eighth Section of "The Railways Clauses Consolidation Act, 1845," with respect to the Repair of Roads, and the Clauses of the last-mentioned Act (except Section Seventy-five) with respect to Works for the Accommodation of Lands adjoining the Railway, shall be incorporated with this Act; and in the Construction of "The Railways Clauses Consolidation Act, 1845," in connexion with this Act, the Terms "the Company" therein used shall mean the Company by this Act incorporated, and the Expression "the Railway" shall mean the Works by this Act authorized.

Conduit not to be laid in Wormegay River Bank.

30. The Company shall not in any way interfere with the Bank of the *Wormegay River*, nor lay any Conduit or construct any Work between the *Soc Dyke* adjoining to such Bank and the said River.

31. The

Conduit to be carried over the Middle Level Main Drain.

31. The Conduit or Pipes of the Company for carrying Water from one Side to the other of the *Middle Level* Main Drain in the Parish of *Wiggenhall Saint German's* shall be carried over or across such Drain at or near or by means of *Saint Mary's Bridge* at such Place and in such Manner as the Engineer of the *Middle Level* Commissioners shall approve, but nothing herein contained shall authorize the Company in any Manner to cut or injure the Banks of the said Drain.

Definition of certain Words in the next Five Sections.

32. The following Words in the next Five Sections of this Act shall have the Meanings hereby assigned to them, unless there be something in the Context repugnant thereto; (that is to say,)

The Word "Body" shall mean and include any Corporation, Company, Commissioners, Trustees, Bridge-reeves, or other Body constituted by or acting under the Authority of any Statute, Law, Charter, or Prescription;

And the Word "Work" shall mean and include any River, Cut, Drain, Bank, Bridge, Road, Railway, Watercourse, or other Work belonging to, or made or to be made by, or being under the Jurisdiction of any such Body as last aforesaid.

Proviso as to Works affecting Rivers, Drains, Railways, &c.

33. Any Works to be made by the Company under the Powers of this Act which may affect or interfere with any Work belonging to or under the Jurisdiction of any other Body shall be executed to the reasonable Satisfaction of the Engineer or Surveyor appointed in that Behalf by such other Body, and the Costs of and incident to every such Appointment shall be borne by the Company.

Preserving Right to discontinue, alter, or divert other Works crossed by the Company.

34. Nothing herein contained shall tend to lessen or control any Right, Power, or Authority now vested in or enjoyed by any Body or Person for discontinuing, varying, altering, or diverting any existing Work of any such Body or Person which may be crossed or affected by the Works of the Company, or to prevent or restrain the making of any new Work, but that all such Rights, Powers, and Authorities shall remain in as full Force as if this Act had not passed; and the said Body or Person shall not be liable to make any Compensation whatever for any Damage or Injury to the Company by the discontinuing, varying, enlarging, or diverting any existing Work, or by the making of any new Work: Provided that in varying, altering, enlarging, or diverting any existing Work, or making any new Work, nothing shall be done to impede or interfere with the Works of the Company for any greater Length of Time or in any other Manner than shall be necessary for the Execution of the Work.

Company to make good unforeseen Injury

35. If at any Time after the Works of the Company shall have been completed any Injury or Damage shall be occasioned or arise to any Work belonging to or under the Jurisdiction of any other

to other Works.

Body or Person by or in consequence of any Works of the Company which may not have been foreseen or provided for, the Company shall at their own Costs make good and repair and take all proper Steps to prevent the Recurrence of any such Injury or Damage immediately after the Discovery thereof.

Arbitration in case of Difference as to Work.

36. In case any Dispute shall arise touching the Mode of executing any of the Works of the Company, or as to altering, diverting, or executing any Work of any other Body, or otherwise in respect of any such Work (either of the Company or of any other Body), or as to the Costs of or incident to any such Work, or as to the Sufficiency of the Steps taken or proposed for preventing the Recurrence of any unforeseen Injury or Damage, or in relation thereto, then and in every such Case the Matter so in dispute shall be referred to Arbitration in the Manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Preserving the Rights of certain Bodies.

37. Nothing herein contained shall in any Manner diminish, alter, affect, or take away any of the Rights, Privileges, Powers, and Authorities now exercised by or vested in any Body for or in relation to any of their Lands or Works over or upon which any Works of the Company shall pass or be erected, save and except so far as the same Rights, Privileges, or Authorities are expressly altered or interfered with by this Act.

Definition of "Town Commissioners."

38. For the Purposes of this Act the Expression "the Town Commissioners" in "The Waterworks Clauses Act, 1847," shall, with respect to the Borough of *Wisbech*, mean the Council of the said Borough acting as the Local Board of Health for the said Borough, and shall, with respect to the Parish of *Walsoken*, mean the Local Board of Health for the District of *Walsoken*.

Definition of "Inspector."

39. For the Purposes of this Act the Word "Inspector" in "The Waterworks Clauses Act, 1847," shall, with respect to all Matters arising within the Borough of *Wisbech*, mean the Surveyor for the Time being appointed by the said Council acting as the Local Board of Health for the said Borough under and in pursuance of "The Public Health Act, 1848."

The Company to pay a yearly Sum to the Bridge-reeves of St. German's.

40. So long as the Aqueduct or Conduit from the Reservoir and Pumping Station in the Parish of *South Lynn* to the Reservoir or Tank in the Parish of *Walsoken* shall cross the River *Ouse* by means of *St. German's Bridge*, and so long as the said Bridge shall be kept up and maintained by or on behalf of the Inhabitants of the Parish of *St. German's*, or of the Bridge-reeves for the Time being of the said Bridge, the Company shall, out of their Water Rates, on the Twenty-fifth

fifth Day of *March* in every Year pay to the Bridge-reeves for the Time being of *St. German's Bridge* the Sum of Fifteen Pounds by way of Compensation for the Support afforded by the Bridge to their Aqueduct or Conduit in crossing the River *Ouse*, and the said yearly Sum of Fifteen Pounds shall be a Debt due from the Company to the Bridge-reeves of the said Bridge, and if the same shall remain unpaid for Thirty Days after the Twenty-fifth Day of *March* in any Year, the same may be recovered from the Company by the Bridge-reeves in any Court of competent Jurisdiction, and such Payment shall be in full Satisfaction of any Rate which might be made upon the Company for or in respect of the Repair of such Bridge; and no Action or Plaint shall abate by the Plaintiffs or either of them ceasing to fill the Office of Bridge-reeve, but shall be continued and prosecuted by the Bridge-reeves for the Time being as if they had throughout filled the Office of Bridge-reeves, and had been named as Plaintiffs in the Action or Plaint.

Limit of Act.

41. The Limits of this Act for the Supply of Water by the Company comprise the Borough of *Wisbech* in the *Isle of Ely* in the County of *Cambridge*, and the Parishes of *Wiggenhall Saint German's*, *Wiggenhall Saint Mary the Virgin*, *Tilney Saint Lawrence*, *Tilney-cum-Islington*, *Terrington Saint John*, *Walpole Saint Peter*, *West Walton*, and *Walsoken*, in the County of *Norfolk*.

Supply to a certain Brewery.

42. If required by the Occupier for the Time being of *Setch Bridge* Brewery in the Parish of *Wormegay*, the Company shall supply Water to such Brewery at Rates to be agreed upon or settled by Arbitration in case of Dispute.

Water not be laid on under constant Pressure.

43. The Water to be supplied by the Company need not be constantly laid on under Pressure.

Penalties not cumulative.

44. Penalties imposed on the Company by several Acts for one and the same Offence shall not be cumulative, and for this Purpose this Act and the Acts incorporated with this Act shall be deemed several Acts.

Rates at which Water is to be supplied for domestic Purposes.

45. The Company shall, at the Request of the Owner or Occupier of any private Dwelling House or Part of a private Dwelling House, and of every Person entitled to demand a Supply of Water, in any Street or Place within the Limits of this Act in which any Pipes of the Company shall be laid, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for domestic Use at Rates not exceeding the yearly Rates following; (that is to say,)

Where the annual Value of the House or Part of a House shall not exceed Thirty Pounds, a yearly Rate not exceeding Seven Pounds Ten Shillings *per Centum* on the annual Value of such House or Part of a House:

Where such annual Value shall exceed Thirty Pounds, a yearly Rate not exceeding Six Pounds *per Centum* on the Amount of such annual Value:

Provided that the Company shall not be required to supply any House or Part of a House for a less Sum than Five Shillings *per Annum*, unless such House or Part of a House has a Watercloset, and in such Case for a less Sum than Seven Shillings and Sixpence *per Annum*.

Domestic Purposes to include One Watercloset.

46. A Supply of Water for domestic Purposes shall include a Supply for One Watercloset, but not for a Bath.

Limiting Amount of Charge for Waterclosets and Baths.

47. The Company may charge in any One Year in respect of the First Bath the Sum of Ten Shillings, and in respect of any Watercloset beyond the first, and every Bath beyond the first, in or belonging to any private Dwelling House, the Sum of Five Shillings.

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

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

Saving Rights of the Crown.

49. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the said Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Expenses of Act.

50. The Costs, Charges, and Expenses attending or incident to the obtaining and passing of this Act shall be paid by the Company.

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