



ANNO DECIMO & UNDECIMO

# VICTORIÆ REGINÆ.

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## *Cap. cciv.*

An Act for supplying with Water certain Parts of the *Staffordshire Potteries* and the Town of *Newcastle-under-Lyme*, and several Townships and Places adjoining or near thereto.

[9th July 1847.]

**W**HEREAS the Inhabitants of certain Parts of the District called the *Staffordshire Potteries*, and the several Places adjoining or near thereto, including the Town of *Newcastle-under-Lyme*, all in the County of *Stafford*, are now very inadequately supplied with pure Water: And whereas the Construction of Reservoirs, Aqueducts, and other Works for supplying with Water the several Parishes, Towns, Townships, Hamlets, and Places after mentioned would be of great Advantage, Comfort, and Convenience to the Inhabitants thereof: And whereas the Persons hereinafter named are willing, with others, at their own Expence to carry such Undertaking into execution, but the same 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, That the several

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8 & 10 Vict.  
cc. 16. and  
18. incor-  
Acts

porated with  
this Act.

Acts of Parliament following, that is to say, the "Companies Clauses Consolidation Act, 1845," and the "Lands Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

Certain Parts  
of 10 & 11  
Vict. c. 15.  
incorporated  
with this Act.

II. And be it enacted, That the several Clauses contained in the "Waterworks Clauses Act, 1847," with respect to the following Matters, that is to say, with respect to the Construction of the said Waterworks Clauses Act, and of this Act, and with respect to the Construction of the Waterworks, and with respect to the Construction of Works for the Accommodation of Lands adjoining the Waterworks, and with respect to Mines, and with respect to the breaking-up of Streets for the Purpose of laying Pipes, and with respect to the Communication Pipes to be laid by the Undertakers, and with respect to the Communication Pipes to be laid by the Inhabitants, and with respect to Waste or Misuse of the Water supplied by the Undertakers, and with respect to the Provision for guarding against fouling the Water of the Undertakers, and with respect to the Payment and Recovery of the Water Rates, and with respect to the Amount of Profit to be received by the Undertakers when the Waterworks are carried on for their Benefit, and with respect to the yearly Receipt and Expenditure of the Undertakers, and with respect to Tender of Amends, and with respect to the Recovery of Damages not specially provided for, and of Penalties, and to the Determination of any other Matter referred to Justices or to the Sheriff, and with respect to Access to the special Act, shall be incorporated with and form Part of this Act.

Incorporation of a  
further Part  
of 10 & 11  
Vict. c. 15.,  
with an Ex-  
ception.

III. And be it enacted, That the Clauses contained in the "Waterworks Clauses Act, 1847," with respect to the Supply of Water to be furnished by the Undertakers shall be incorporated with and form Part of this Act, save only that the Company shall not be bound to lay on at any Time the Supply of Water for Houses to any top Story not being at least Twenty Feet below the Service Reservoir from whence the Supply is taken.

Quarter  
Sessions.

IV. And be it enacted, That the Expression "Quarter Sessions" in this and the said incorporated Acts shall be construed to mean the Quarter Sessions for the County of *Stafford* holden at *Stafford*.

Short Title.

V. And be it enacted, That in citing this Act in other Acts of Parliament and in legal Instruments it shall be sufficient to use the Expression, "The *Staffordshire Potteries Waterworks Act, 1847*."

Limits of  
Act.

VI. And be it enacted, That the Limits of this Act shall comprise and include the several Parishes, Towns, Townships, Hamlets, and Places of *Hanley, Northwood, Shelton, Botteslow, Lane Delph, Fenton Vivian, Fenton Culvert, Stoke-upon-Trent, Penkhull, Trent Vale, Hanford, Trentham, Harts Hill, Newcastle-under-Lyme, Etruria, Cobridge, Sneyd, Sneyd Green, Abbey Hulton, Rushton Grange, Burslem, Longport, Brownhills, Tunstall* otherwise *Tunstall Court*, and *Wolstanton*, all in the said County of *Stafford*.

VII. And

VII. And be it enacted, That the Most Noble *George Granville* Duke and Earl of *Sutherland*, K.G., *John Lewis Ricardo*, *William Taylor Copeland*, *William Davenport*, *John Ridgway*, *Thomas Fenton*, *Samuel Alcock*, *Timothy Dimmock*, *Charles Alkins*, *Herbert Minton*, *John Alcock*, *William Baker*, *John Pratt* the younger, *Hugh Henshall Williamson*, *Nicholas Price Wood*, and *Thomas Phillips*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns, respectively, shall be united into a Company for the Purpose of supplying with Water the Inhabitants, Buildings, and Lands within the said Limits, and for making Waterworks for that Purpose, together with all proper Works and Conveniences connected therewith, according to the Provisions of the said recited Acts and of this Act, and for the other Purposes herein and in the said recited Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Staffordshire Potteries* Waterworks Company," and by that Name shall be a Body Corporate with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the said Undertaking, subject to the Restrictions and Provisions contained herein and in the said Acts herewith incorporated.

Subscribers  
incorpor-  
ated.

VIII. And be it enacted, That the Capital of the Company shall be Sixty thousand Pounds.

Capital.

IX. And be it enacted, That the Number of Shares into which the Capital shall be divided shall be Twelve thousand, and the Amount of each Share shall be Five Pounds.

Number and  
Amount of  
Shares.

X. And be it enacted, That One Pound *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months at least shall be the Interval between successive Calls.

Calls.

XI. And be it enacted, That it shall be lawful for the Company to borrow on Mortgage or Bond any Sums not exceeding in the whole the Sum of Twenty thousand Pounds, but no Part of such Sum shall be raised until the whole of the said Capital of Sixty thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up.

Power to  
borrow  
Money.

XII. And be it enacted, That it shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver in the event of the Principal Monies not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Two thousand Pounds in the whole.

Arrears to  
be enforced  
by Appoint-  
ment of a  
Receiver.

XIII. And be it enacted, That the first Ordinary Meeting of the Company shall be held at *Hanley* within Three Months after the passing of this Act, and an Ordinary Meeting shall be held in the Month of *May*

First and  
other Meet-  
ings

*May* in each Year, or at such other stated Period as shall be appointed for that Purpose by an Order of a General Meeting; and all Meetings, whether ordinary or extraordinary, shall be held at such Places within the Limits of this Act as the Directors of the Company for the Time being shall appoint.

Votes of Shareholders.

XIV. And be it enacted, That the Scale according to which Shareholders may vote in respect of their Shares shall be as follows; (that is to say,) every Holder of Five Shares and less than Ten shall have One Vote, every Holder of Ten Shares and less than Twenty shall have Two Votes, every Holder of Twenty Shares and less than Thirty shall have Three Votes, and every Shareholder shall have an additional Vote for every Ten Shares beyond the first Ten Shares held by him, but no Shareholder shall have more than Twenty Votes in respect of all the Shares held by him.

Number and Qualification of Directors.

XV. And be it enacted, That (subject to the Provisions herein contained for reducing the Number of Directors) the Number of Directors shall be Thirteen, including One Director to be nominated by the Duke and Earl of *Sutherland*, his Heirs or Assigns, as hereinafter provided, and the Qualification of a Director shall be the Possession in his own Right of One hundred Shares in the Undertaking.

Power to vary the Number of Directors.

XVI. And be it enacted, That it shall be lawful for the Company from Time to Time to reduce and again to increase the Number of Directors, but the whole Number of Directors shall never be greater than Thirteen nor less than Ten.

First Directors.

XVII. And be it enacted, That *William Davenport, John Ridgway, Thomas Fenton, Samuel Alcock, Timothy Dimmock, Charles Alkins, Herbert Minton, John Alcock, William Baker, John Pratt the younger, Hugh Henshall Williamson, Nicholas Price Wood, and Thomas Phillips*, shall be the first Directors of the Company.

One of the Directors to be nominated by the Duke of Sutherland.

XVIII. And inasmuch as the main Supply of Water for the Purposes of this Act is intended to be obtained from the Springs and Streams in the Estate of the said Duke and Earl of *Sutherland* at *Wall Grange* in the Parish of *Leek* and County of *Stafford*; be it therefore enacted, That the said Duke and Earl and his Heirs or Assigns, the Owners or Proprietors for the Time being of the Messuage or Tenement called *Wall Grange* aforesaid, shall from Time to Time and at all Times have Power by Writing under his or their Hand or Hands to nominate some One Shareholder of the Company possessed of the requisite Number of Shares to be One of the said Directors of the Company; and the Person so nominated shall for the Time being be invested with the same Powers and Authorities as if he had been chosen a Director by the Shareholders, and shall, whilst he continues to be so qualified, remain One of the Directors; and in case of the Death, Resignation, or Disqualification of the Person so to be nominated, the Vacancy in the Direction thereby occasioned shall from Time to Time be supplied in the like Manner by the said Duke and Earl, his Heirs or Assigns, being such Owners or Proprietors as aforesaid for the Time being; and every such Nomination of a Director to be made from Time to Time in pursuance

pursuance of this Provision shall be registered in the Books of the Company.

XIX. And be it enacted, That Advertisements relating to the Affairs of the Company shall be inserted either in the Newspaper called "The *Staffordshire* Advertiser," or the Newspaper called "The *Staffordshire* Mercury," and if both of them cease to be published, then in some other Newspaper published in the County of *Stafford*.

Newspaper  
for Insertion  
of Adver-  
tisements.

XX. And be it enacted, That it shall be lawful for the Directors, without the Direction or Sanction of a General Meeting, from Time to Time to declare and pay in the Interval between any Two ordinary Annual General Meetings a Half Year's Dividend out of the Profits of the Company to the Shareholders, but the Directors shall not make any Dividend whereby the Capital of the Company will be reduced.

Dividend  
half-yearly.

XXI. And be it enacted, That the Amount of the reserved or contingent Fund to be set aside shall be Ten thousand Pounds.

Contingent  
Fund.

XXII. And whereas Plans and Sections describing the Lines and Levels of the Pipes, Aqueducts, and Conduits, and the Lands through which the same are to be carried, and the Situation of the Reservoirs and Works, and a Book of Reference containing the Names of the Owners, Lessees, and Occupiers of such Lands respectively, have been deposited at the Office of the Clerk of the Peace for the County of *Stafford*; be it enacted, That such Plans and Sections shall be kept by the said Clerk of the Peace, and such Clerk of the Peace shall permit all Persons to inspect the same at all seasonable Times, and shall make out Copies and Extracts therefrom for all Persons requiring the same, on being paid the Sum of One Shilling for every such Inspection, and at the Rate of Sixpence for every Hundred Words copied.

Plans, &c.  
deposited  
with the  
Clerk of  
the Peace  
to be open  
to Inspec-  
tion.

XXIII. And be it enacted, That for the Purpose of supplying the Inhabitants within the Limits of this Act with Water it shall be lawful for the Company, subject to the Provisions and Restrictions in this Act contained, from Time to Time to divert and alter the Course of and to take and use the Waters of the several Springs and Streams described on the said Plans as intended to be taken for the Purposes of this Act, and situate in or upon the said Estate belonging to the said Duke and Earl of *Sutherland* called *Wall Grange*, in the Parish of *Leek* in the said County of *Stafford*, and also from Time to Time to divert and alter the Course of and take and use the Waters of certain other Springs and Streams called *New Springs* described on the said Plans as intended to be taken for the Purposes of this Act, and situate in or upon certain Lands in the said Parish of *Leek* adjoining or near to the said *Wall Grange* Estate, and to convey the Waters aforesaid, by Pipes, Aqueducts, or Conduits, to or into a Reservoir or Reservoirs to be constructed by the Company at or near *Ladderedge* or *Ladderedge Common* in the Township of *Longsdon* in the said Parish of *Leek*.

Company  
empowered  
to take cer-  
tain Springs,  
&c.

Power to  
make Water-  
works ac-  
cording to  
deposited  
Plans.

XXIV. And be it enacted, That it shall be lawful for the Company, subject to the Provisions and Restrictions in this and the said incorporated Acts contained, to make and maintain the said Waterworks in the Line and on the Levels and upon the Lands delineated on the said Plans, and described in the said Book of Reference, and to enter upon, take, and use such of the Lands, Streams, and Waters mentioned in the said Plans and Book of Reference as shall be necessary for that Purpose, or to agree for a Lease of such Lands and Streams, and to take therefrom such Water as the Company may require for the Purposes of this and the said incorporated Acts.

Proprietors  
may grant  
Leases.

XXV. And be it enacted, That the several Persons empowered by the said "Lands Clauses Consolidation Act, 1845," to convey Lands shall respectively have full Power to grant any Lease or Leases thereof, or of any Liberty, Licence, Power, or Authority in, upon, through, or over the same for the Purposes of this Act or any of them: Provided always, that such Leases and Licences, if made by any Persons not seised in Fee Simple, shall in all Cases be at the most improved Rents which can be reasonably had for the same.

Land be-  
longing to  
Mr. Alfred  
Hales not  
to be taken.

XXVI. And be it enacted, That nothing in this Act contained shall authorize the Company to take or use any Land now belonging to *Alfred Hales of Norton Green, Gentleman*, for the Purposes of the Company.

Period for  
Completion  
of Works.

XXVII. And be it enacted, That the Waterworks shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this or the said incorporated Acts granted to the Company for executing such Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Waterworks as shall then be completed.

Treasurer  
and Secre-  
tary to be  
appointed.

XXVIII. And be it enacted, That at the first Ordinary Meeting after the passing of this Act the Company shall elect a Treasurer and a Secretary, and at any subsequent Ordinary Meeting may remove from Office such Treasurer or Secretary; and if such Treasurer or Secretary die, resign, or be so removed, another Treasurer or Secretary shall be elected in his Place at a General Meeting; and from Time to Time any such Meeting may fix the Salary or other Emoluments to be allowed to such Treasurer or Secretary respectively, as they shall think proper.

Suspension  
of Treasurer  
or Secre-  
tary.

XXIX. And be it enacted, That the Directors may at any Time suspend either the Treasurer or the Secretary from his Office, and may appoint some Person temporarily to fill the Office of the Treasurer or Secretary so suspended, or when such Office shall be vacant from any other Cause, with such Salary as they shall think fit; but in any such Case they shall forthwith call an Extraordinary Meeting of the Company for the Purpose of taking into consideration the Propriety of removing from his Office any Treasurer or Secretary so suspended, and of electing a new Treasurer or Secretary, as the Case may require.

XXX. And

XXX. And be it enacted, That all Notices to be served by the Company on Shareholders shall be so served as to allow the Party served at least Five clear Days for observing or performing the Act, Matter, or Thing therein required or mentioned.

Notices to Shareholders.

XXXI. And whereas One of the Service Reservoirs of the Company is proposed to be constructed on certain Freehold Land in the Township of *Hanley* belonging to *Charles John Smith* Esquire, who is also the Owner of the Mines and Minerals under the same Freehold Land and under other adjacent Freehold Land; be it enacted, That if and when the Owner or Worker of the Mines and Minerals aforesaid shall have worked the same, or any of them, up to or within the Distance of Forty Yards from such Reservoir, then it shall be lawful for such Owner or Worker of such Mines or Minerals to cause Notice in Writing to be given to the Company of the Quantity or Extent of such Mines or Minerals which he may deem necessary to be left unworked, for the Security and Preservation of his adjoining Mines and Minerals from Damage by reason of such Reservoir; and after the Receipt of any such Notice it shall be lawful for the Company to cause the Workings of the said Mines and Minerals to be inspected by their Engineers or Agents, and in case the Company after such Inspection shall be willing to make Compensation for the unworked Mines and Minerals under and within the Distance (not exceeding Forty Yards) from the said Reservoir up to which the same Mines and Minerals shall previously have been worked, the Company shall, within One Month after receiving such Notice, cause Notice in Writing of their Intention to make such Compensation to be given to the said Owner or Worker; and if the Company shall omit to give such Notice as last mentioned, or shall cause Notice in Writing to be given to the Owner or Worker of the said Mines and Minerals that in the Judgment of the Company it will be sufficient for the Security and Preservation of the adjoining Mines and Minerals to leave any less Portion unworked of the same Mines or Minerals than the Quantity or Extent specified in the original Notice, then and in any of the said Cases all Questions or Disputes between such Owner or Worker and the Company in relation to the Matters aforesaid, whether as to the Quantity or Extent of the Mines and Minerals which ought to be left unworked for the Security and Preservation of the adjoining Mines and Minerals, or as to the Amount of Compensation in respect of the same, and in all other respects, shall be deemed to be Cases of disputed Compensation arising under this Act, and shall be settled by Arbitration pursuant to the Provisions of the "Lands Clauses Consolidation Act, 1845;" and from and after the Adjustment of such Question or Questions the Mines and Minerals for which Compensation shall have been made by the Company under the Provisions of this Act shall remain unworked and ungoten, but subject to the Provisions with respect to Mines contained in the "Waterworks Clauses Act, 1847."

As to working of Mines and Minerals belonging to Charles John Smith, Esquire.

XXXII. And whereas the Water flowing or issuing from the Springs and Streams herein-before mentioned, and which is hereby authorized to be taken and diverted for the Purposes of this Act, or some of it, now flows into the River *Churnet*, and the Company may, in the Formation and Prosecution of their intended Works, divert or abstract other Waters

Compensation Reservoir to be constructed.

Waters which at present flow into the same River, or into the Streams auxiliary thereto, and the said Water, or some of it, is now employed in driving or assisting to drive the Machinery of the following Mills situate on or contiguous to the said River; (that is to say,) a Flint Mill at *Cheddleton* and Two other Flint Mills at *Consall*, the Property of the Right Honourable *Henry Hobhouse*, *John Jenkyns* Esquire, and others, a Paper Mill at *Cheddleton* aforesaid, the Property of *Sarah Sophia Adams* and *Ann Adams*, Spinsters, a Corn Mill at *Froghall*, the Property of *John Birch*, a Copper and Brass Mill at *Oakamoor*, the Property of the *Cheadle* Copper and Brass Company, and Paper Mill and a Corn Mill at *Alton*, the Property of the Right Honourable *John Earl of Shrewsbury* and *Waterford*, and is also employed in affording a Supply of Water for the Purposes of some of the Branch Canals of the Navigation from the *Trent* to the *Mersey*: And whereas the maximum estimated Quantity of Water required by the Company, and which may be abstracted by them for the Purposes of the said Undertaking, is at and after the Rate of One million five hundred thousand Imperial Gallons *per* Day of Twenty-four Hours: Be it enacted, That in lieu of the Water which shall or may be abstracted as aforesaid for the Purposes of the said Undertaking, (not exceeding One million five hundred thousand Imperial Gallons *per* Day of Twenty-four Hours,) the Company shall and they are hereby empowered and required to construct, and they shall for ever after uphold and maintain, in a certain Place called the *Deep Hays Valley*, in the Parish of *Cheddleton* in the said County, near to the said River *Churnet*, and at or near the Situation marked and delineated for that Purpose upon the Plan (a Copy of which is to be deposited with the Clerk of the Peace for the said County as herein-after mentioned), a Compensation Reservoir of sufficient Dimensions and Extent to contain Twenty millions of Cubic Feet of Water at the least, with sufficient Embankments, Waste Weirs, Watercourses, Discharge Pipes, Gauges, and other Works for the Purpose of retaining Flood Waters and other Waters, and for discharging the same, so and in such Manner as that the Supply of Water in the said River will be increased and rendered more uniform.

Plan of  
Compensation Reservoir to be deposited.

XXXIII. And be it enacted, That within Three Months after the passing of this Act a Copy of the Plan and Section of the said proposed Compensation Reservoir which has been deposited in the Private Bill Office of the House of Commons (such Copy to be signed and authenticated by the Right Honourable the Speaker of the House of Commons) shall be deposited by the Company in the Office of the Clerk of the Peace for the said County.

Gauge for Supply of Water from Reservoir.

XXXIV. And be it enacted, That the Company shall cause a Gauge to be constructed below and within the Distance of One hundred Yards from the Point at which the Water issuing from the Discharge Pipe of the said Compensation Reservoir will join the Water flowing over the Waste Weir of the same, and shall constantly during Twenty-four Hours of each Day in every Week (excepting *Sunday*) cause a Supply of Water, after the Rate of Six Cubic Feet and One Quarter of a Cubic Foot *per* Second, to pass from such Reservoir,



Reservoir through such Gauge, into the said River *Churnet*, or in lieu thereof the Company, if required so to do by all the Owners for the Time being of the Mills, Canals, and other Works on or contiguous to the said River interested in such Supply of Water, shall cause a like Supply of Water to pass from such Reservoir, through such Gauge, into the said River at a proportionally increased Rate during such less Portion of each such Day as such Owners shall from Time to Time determine: Provided always, that the Company shall not be required in any One Day of Twenty-four Hours to discharge from such Reservoir, through such Gauge or otherwise, into the said River, a greater Quantity of Water than Five hundred and forty thousand Cubic Feet, but the Company shall and they are hereby required to allow all surplus or waste Water from the Compensation Reservoir to flow down from thence into the said River.

XXXV. And be it enacted, That if at the Expiration of Five Years after the said Compensation Reservoir shall have been made and completed it shall appear that the Quantity of Water discharged from the said Reservoir, and passing through such Gauge as aforesaid, shall upon the Average of such Five Years have been less than after the Rate of Five hundred and forty thousand Cubic Feet *per* Day of Twenty-four Hours as aforesaid, the Company shall be deemed to have permanently abstracted from the Owners and Occupiers of the said Mills, Canals, and other Works such Quantity of Water as shall be so deficient, and the Company shall compensate the said Owners and Occupiers for such Deficiency; and the same shall be deemed to be a Case of disputed Compensation arising under this Act, and shall be settled by Arbitration pursuant to the Provisions of the "Lands Clauses Consolidation Act, 1845."

Provision in case of insufficient Supply from Reservoir.

XXXVI. Provided always, and be it enacted, That until it shall be proved to the Satisfaction of Two Justices, to be certified by a Declaration in Writing under their Hands, that the said Compensation Reservoir has been completely finished and filled with Water, and rendered capable of retaining and discharging such Water to the Extent aforesaid, and until such Declaration shall have been deposited in the Office of the Clerk of the Peace for the said County, it shall not be lawful for the Company in any Manner to appropriate or divert the said Springs and Streams of Water, or any Part thereof.

Justices to certify the Completion of Reservoir.

XXXVII. And be it enacted, That during the filling of the said Compensation Reservoir for the first Time, and also during such Times as the said Reservoir shall be drawn and let off for any Purpose by this Act authorized, the Company shall constantly discharge through such Gauge into the said River *Churnet* Two Cubic Feet and Three Quarters of a Cubic Foot of Water *per* Second during Twenty-four Hours of each Day.

Supply while the Reservoir is being filled or let off.

XXXVIII. And be it enacted, That it shall be lawful for the Company, their Agents, Servants, and Workmen, to draw and let off the Water of the said Compensation Reservoir when and so often as it shall

As to letting off Water of Reservoir.

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be

be requisite, for the Purpose of repairing and keeping in repair the said Reservoir or the Works appertaining thereto, or any Part or Parts thereof respectively, or for any other necessary Purpose, the Company in drawing off the said Water doing as little Damage thereby as possible, and using all convenient Despatch in reinstating the Reservoir: Provided always, that it shall not be lawful for the Company to appropriate or divert the said Springs or Streams when the Water shall be drawn and let off from the said Reservoir for the Purposes aforesaid, but during the Period that the said Springs or Streams shall cease to be appropriated or diverted for the Purposes by this Act authorized the Water thereof, and the Water provided for by the last preceding Clause, shall be considered as a full Equivalent for the Water which the Company would otherwise be required to discharge through the said Gauge.

Repairs of  
Reservoir.

XXXIX. And be it enacted, That the Owners for the Time being of the said Mills and Canals, or any of them, after having given to the Company Seven Days Notice in Writing of their or his Intention so to do, shall have full Power and Authority, as Agents for and at the Expence of the Company, to cause the Compensation Reservoir, Gauge, and other Works to be made in pursuance of this Act to be examined and inspected for the Purpose of ascertaining whether the same are in good Condition and Repair; and if such Works or any of them shall be found not to be in good Condition and Repair, then it shall be lawful for such Owners of the said Mills and Canals, or any of them, to give to the Company a Notice in Writing, specifying the Nature of the Works required to be done; and if the Company shall omit for the Space of Fourteen Days to comply therewith, then such Owners shall have full Power and Authority, as the Agents for and at the Expence of the Company, to order and direct the same to be repaired and cleansed; and the Persons examining, repairing, or cleansing such Reservoir or other Works by such Order or Direction as aforesaid shall have the same Remedies, by Action or otherwise, against the Company, or any individual Member thereof, for their Costs, Charges, or Expences for doing the same as such Persons would have had against the Company or any individual Member thereof for such Costs, Charges, or Expences if the Order or Direction for such Examination, Repair, or cleansing had been given directly by the Company or any Member or Officer thereof.

Company to  
make good  
Damages  
occasioned  
by Failure of  
their Works.

XL. And be it enacted, That the Company shall from Time to Time and at all Times for ever hereafter pay and make good to the Owners and Occupiers of the several Mills and Manufactories for the Time being situated upon or contiguous to the said River *Churnet*, and to the Owners and Occupiers of any other Buildings, Lands, or Grounds, and to all other Persons, all Loss, Costs, Charges, Sums of Money, Damages, and Expences whatsoever, and all Injury, of what Nature or Kind soever, as well immediate as consequential, which such Owners or Occupiers or such other Persons may sustain, pay, expend, or be put unto, or be subject or liable to sustain, pay, expend, or be put unto, by reason or in consequence of the bursting, leaking, Failure, or Insufficiency of any Compensation or other Reservoirs, Embankments, Weirs, Watercourses, Aqueducts, Pipes, or other Works to be constructed

structed by the Company under the Authority of this Act or of any Part thereof.

XLI. And be it enacted, That the Company shall from Time to Time employ at their own Expence a proper Person who shall manage and regulate the Discharge of the Water from the said Compensation Reservoir for the Use of the said Mills and Canals in accordance with the Provisions herein contained.

Regulation of the Gauge at the Reservoir.

XLII. And be it enacted, That it shall be lawful for the Owners of the said Canals, and for the respective Owners and Occupiers of Mills on the Streams below the said Compensation Reservoir, to have free Access at all Times, by themselves, their Agents or Servants, to the said Gauge, for the Purpose of measuring or testing the Quantity of Water from Time to Time passing through or over the same; and in order to ensure the due Regulation of the said Gauge during the Five Years immediately succeeding the Completion of the said Reservoir, it shall be lawful for Three Owners of the Mills and Canals above enumerated to give Fourteen Days Notice in Writing to the Company of their Dissatisfaction with the Management of the said Gauge, and after the Expiration thereof to convene a Meeting of such Owners of Mills and Canals by Seven Days Notice in Writing to be left at the Mills of such Owners, and at the principal Office of the Owners of the said Canals; and a Majority of such Owners of Mills and Canals present at such Meeting shall and may appoint a fit and proper Person to act on behalf of such Owners in inspecting and testing the Quantity of Water discharged through the said Gauge, and also from Time to Time, at any Meeting to be convened in the Manner herein-before mentioned, to discharge the Person so to be appointed as aforesaid, and to appoint another fit and proper Person in the room of the Person so to be discharged, and so from Time to Time as often as they shall think proper; and the Company shall thereafter during all the Remainder of the said Term of Five Years pay all reasonable Expences attending the Employment of such Person, not exceeding the Rate of Fifty Pounds *per Annum*.

Provision to ensure the due Regulation of the Gauge.

XLIII. And be it enacted, That in case the Company shall at any Time hereafter abstract from the said Springs or Streams, or from other Sources or tributary Streams of the said River *Churnet*, a greater Quantity of Water than at the Rate of One million five hundred thousand Imperial Gallons *per Day*, the Company shall and they are hereby required from Time to Time to construct, and they shall for ever thereafter maintain, for the Use and Benefit of the Owners of the said Mills and Canals, such additional Compensation Reservoir or Reservoirs, with proper Embankments, Waste Weirs, Watercourses, Discharge Pipes, Gauges, and other Works, as shall be capable of containing a sufficient Quantity of Water to compensate for the additional Quantity of Water from Time to Time abstracted as last aforesaid, and shall from Time to Time discharge from such additional Reservoir or Reservoirs such additional Quantity of Water as shall be determined in manner herein-after provided; and for the Purpose of ascertaining and determining from Time to Time the Quantity

Additional Compensation Reservoirs to be provided when found necessary.

Quantity of Water for which such additional Provision is to be made, and the Situation, Capacity, and Mode of Construction of the said additional Reservoir or Reservoirs, and the Regulation thereof, and the Quantity of Water to be discharged therefrom, it shall be lawful for the Owners of the said Canals, or of any Two Mills driven wholly or in part by the Waters of the said River, at the Expiration of Five Years from the depositing of the Certificate of the Completion of the said Reservoir in *Deep Hays Valley*, and thereafter at every recurring Period of Five Years, to be computed from the Time of such Deposit, by Notice and Requisition in Writing to the Company, to require that the Quantity of Water which for the Time being shall be abstracted by the Company shall be ascertained by means of a Reference in the Manner and (except as herein otherwise provided) subject to all the Provisions contained in the "Companies Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration; and if upon any such Reference the Quantity abstracted shall be found to exceed One million five hundred thousand Imperial Gallons *per* Day, then the Arbitrators or Umpire shall have Power to determine the Situation, Capacity, and Mode of Construction of the additional Reservoir or Reservoirs to be made, and the Regulation thereof, and the Quantity of Water to be discharged therefrom; and all and every of the Provisions herein contained in relation to the said Reservoir in *Deep Hays Valley* shall be applicable and be applied to the said additional Reservoir or Reservoirs; and the Award of such Arbitrators or Umpire, as the Case may be, shall be deposited with the Clerk of the Peace for the said County, within Six Months after the Service of the said Notice and Requisition; and all Expences of and incident to such Arbitration, and the making and carrying into complete Effect of the said Award, shall be paid and borne by the Company; and if any additional Quantity of Water shall be found to have been abstracted, the same shall be deemed to have been abstracted during the whole of the Five Years previous to the Service of such Notice and Requisition, and to be a Case of disputed Compensation arising under this Act, and shall be settled by Arbitration pursuant to the Provisions of the "Lands Clauses Consolidation Act, 1845."

Company  
may acquire  
Lands for  
additional  
Reservoirs.

XLIV. And be it enacted, That for the Purpose of constructing the said Compensation Reservoir or Reservoirs, and the Works connected therewith, it shall be lawful for the Company to purchase and acquire, with the Consent of the Owners and Occupiers thereof, any Land which may be necessary, not exceeding Fifty Acres, in addition to the Lands authorized to be acquired by this Act, or by the Acts herewith incorporated.

Penalty in  
case of a de-  
ficient Sup-  
ply of Water.

XLV. And be it enacted, That if after the said Reservoir and Gauge shall have been constructed and brought into operation the Company shall fail to supply the Quantity of Water which they are herein-before required to supply, then and so often as the same shall happen they shall forfeit and pay for every Day during which such Supply shall not be afforded any Sum not exceeding Twenty-five Pounds, to be recoverable before any Justice.

XLVI. And

XLVI. And be it enacted, That nothing in this Act contained shall be construed to affect, diminish, abridge, prejudice, or alter in any Manner whatsoever any Right which before the passing of this Act the Owners, Lessees, and Occupiers of any Lands, Canals, Mills, and Works, or of any of the Springs or Streams authorized to be taken or used for the Purposes of this Act, had or have, possessed, or enjoyed, or might lawfully have, possess, or enjoy, to the Use of the Waters of the said Springs or Streams, or of the tributary Waters, Springs, or Streams flowing into the same, except so far as is provided and declared in and by this Act.

Nothing to affect Rights existing before passing of this Act.

XLVII. And be it enacted, That the Mains or Pipes which are intended to be laid by the Company under any of the Canals or Branches of the said *Trent and Mersey* Navigation, or through or under or along the Towing Paths or Embankments thereof, shall be laid under the Superintendence of the Engineer for the Time being of the *North Staffordshire* Railway Company; and the Company, in laying such Mains or Pipes, shall not impede the Navigation of the said Canals or Branches or any of them; and in the event of any Damage being done to the said Towing Paths or Embankments, or the Navigation of the said Canals or Branches being so impeded as aforesaid, the Company shall make Compensation for the same to the *North Staffordshire* Railway Company, as Proprietors of the *Trent and Mersey* Canal Navigation, such Compensation to be fixed and determined (unless the said Parties shall otherwise agree) conformably to the Provisions of the Lands Clauses Consolidation Act, 1845, in the Cases of Questions of disputed Compensation required to be settled by Arbitration.

Damage done to the *Trent and Mersey* Canals, &c. to be made good by the Company.

XLVIII. And be it enacted, That as a Compensation for any Pipes, Tunnels, Aqueducts, Conduits, Reservoirs, Ways, or other Works which shall under the Provisions of this Act be made, constructed, and laid down in, upon, or under any Lands and Streams, the Company shall, yearly and every Year within which any such Pipes, Tunnels, Aqueducts, Conduits, Reservoirs, Ways, or other Works shall be continued in, upon, or under such Lands and Streams, pay to the Owner of such Lands and Streams a Rent to be fixed and determined conformably to and in such Manner as is directed by the "Lands Clauses Consolidation Act, 1845," relative to Compensation Monies for Lands taken or purchased otherwise than by Agreement; and in fixing and determining the Amount of such Rent there shall from Time to Time be taken into consideration the Nuisance, Loss, Damage, and Inconvenience which such Owner or his Tenant may sustain by reason of the Works authorized by this Act to be made, or by his being liable to have his Lands or the Surface thereof or the Crops growing thereon disturbed, destroyed, damaged, or passed over or occupied, by the Company or their Workmen or Servants or other Persons in making, examining, repairing, cleansing, or renewing any Pipes, Tunnels, Aqueducts, Conduits, Reservoirs, Ways, or other Works, or otherwise in relation thereto; and the Rent to be so fixed and determined shall not include, but be in addition to, Compensation for any Damage or Injury which shall or may be done by the Company

Compensation to Owners for laying down and continuing Pipes, &c. under Lands.

to any Lands or any Crops growing thereon, and also for the Use or Occupation of any Lands by the Company, and for any Soil, Trees, or other Things which may be removed and used by the Company.

Rates for  
Supply of  
Water.

XLIX. And be it enacted, That at the Request of the Owner or Occupier of any House in any Street in which any Pipe of the Company shall be laid, or at the Request of any Person who, under the Provisions of this Act or of any Act incorporated therewith, shall be entitled to demand a Supply of Water for domestic Purposes, the Company shall furnish to such Owner or Occupier or other Person a sufficient Supply of Water for their domestic Uses at the following Rates *per Annum*; (that is to say,)

When the annual Value of the Premises so supplied shall not exceed Six Pounds, Six Shillings:

And when the same shall exceed Six Pounds and shall not exceed Seven Pounds, Seven Shillings:

And when the same shall exceed Seven Pounds and not exceed Eight Pounds, Eight Shillings:

And when the same shall exceed Eight Pounds and not exceed Nine Pounds, Nine Shillings:

And when the same shall exceed Nine Pounds and not exceed Ten Pounds, Ten Shillings:

And when the same shall exceed Ten Pounds and not exceed Eleven Pounds, Eleven Shillings:

And when the same shall exceed Eleven Pounds and not exceed Twelve Pounds, Twelve Shillings:

And when the same shall exceed Twelve Pounds and not exceed Thirteen Pounds, Thirteen Shillings:

And when the same shall exceed Thirteen Pounds and not exceed Fourteen Pounds, Fourteen Shillings:

And when the same shall exceed Fourteen Pounds and not exceed Fifteen Pounds, Fifteen Shillings:

And when the same shall exceed Fifteen Pounds and not exceed Sixteen Pounds, Sixteen Shillings:

And when the same shall exceed Sixteen Pounds and not exceed Seventeen Pounds, Seventeen Shillings:

And when the same shall exceed Seventeen Pounds and not exceed Eighteen Pounds, Eighteen Shillings:

And when the same shall exceed Eighteen Pounds and not exceed Twenty Pounds, Twenty Shillings:

And when the same shall exceed Twenty Pounds and not exceed Twenty-one Pounds, Twenty-one Shillings:

And when the same shall exceed Twenty-one Pounds and not exceed Twenty-two Pounds, Twenty-two Shillings:

And when the same shall exceed Twenty-two Pounds and not exceed Twenty-three Pounds, Twenty-three Shillings:

And when the same shall exceed Twenty-three Pounds and not exceed Twenty-four Pounds, Twenty-four Shillings:

And when the same shall exceed Twenty-four Pounds and not exceed Twenty-six Pounds, Twenty-six Shillings:

And when the same shall exceed Twenty-six Pounds and not exceed Twenty-eight Pounds, Twenty-eight Shillings:

And

And when the same shall exceed Twenty-eight Pounds and not exceed Thirty Pounds, Thirty Shillings:

And when the same shall exceed Thirty Pounds and not exceed Thirty-five Pounds, Thirty-four Shillings:

And when the same shall exceed Thirty-five Pounds and not exceed Forty Pounds, Thirty-eight Shillings:

And when the same shall exceed Forty Pounds and not exceed Forty-five Pounds, Forty-two Shillings:

And when the same shall exceed Forty-five Pounds and not exceed Fifty Pounds, Forty-five Shillings:

And when the same shall exceed Fifty Pounds and not exceed Fifty-five Pounds, Forty-eight Shillings:

And when the same shall exceed Fifty-five Pounds and not exceed Sixty Pounds, Fifty-one Shillings:

And when the same shall exceed Sixty Pounds and not exceed Sixty-five Pounds, Fifty-four Shillings:

And when the same shall exceed Sixty-five Pounds and not exceed Seventy Pounds, Fifty-seven Shillings:

And when the same shall exceed Seventy Pounds and not exceed Eighty Pounds, Sixty-two Shillings:

And when the same shall exceed Eighty Pounds and not exceed Ninety Pounds, Sixty-six Shillings:

And when the same shall exceed Ninety Pounds and not exceed One hundred Pounds, Seventy Shillings:

And when the same shall exceed One hundred Pounds and not exceed One hundred and ten Pounds, Seventy-two Shillings:

And when the same shall exceed One hundred and ten Pounds and not exceed One hundred and twenty Pounds, Seventy-eight Shillings:

And when the same shall exceed One hundred and twenty Pounds and not exceed One hundred and thirty Pounds, Eighty Shillings:

And when the same shall exceed One hundred and thirty Pounds and not exceed One hundred and forty Pounds, Eighty-two Shillings:

And when the same shall exceed One hundred and forty Pounds and not exceed One hundred and fifty Pounds, Eighty-four Shillings:

And when the same shall exceed One hundred and fifty Pounds at a Rate not exceeding Three Pounds *per Centum per Annum*:

And for every Water-closet there shall be paid a Sum not exceeding Ten Shillings *per Annum*.

L. And be it enacted, That a Supply of Water for domestic Uses shall not include a Supply of Water for Baths, Horses, Cattle, or washing Carriages, or for any Trade or Business whatsoever; but no greater Sum than Ten Shillings *per Annum* shall be charged for the Supply of each private Bath.

What shall not be considered domestic Uses.

LI. And be it enacted, That it shall be lawful for the Company to supply any Person with Water for other than domestic Uses at such Rate and upon such Terms and Conditions as shall be agreed upon between the Company and the Persons desirous of having such Supply of Water, but such last-mentioned Supply shall not be furnished

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

furnished by the Company so as to prejudice or diminish the full and adequate Quantity required for domestic Uses.

Power to  
lease Rates.

LII. And be it enacted, That it shall be lawful for the Company to lease the whole or any Part of the Water Rates payable to the Company by virtue of this Act or otherwise, for any Term not exceeding Three Years, and upon such Terms, Covenants, and Conditions as the Company shall think fit; and every Lessee shall have the same Powers, Rights, and Remedies for recovering and enforcing the Payment of the Water Rates granted by the Lease as are by this and the said incorporated Acts vested in the Company for that Purpose: Provided always, that no such Lease shall defeat or abridge the Power by the said "Waterworks Clauses Act, 1847," given to the Court of Quarter Sessions of directing the Reduction of the Rates, and the Company shall reduce the Rates in the same Manner as they would have done in case no Lease had been granted.

Persons  
using Water  
to provide  
Stopcocks.

LIII. And be it enacted, That every Person supplied with Water under the Provisions of this Act shall, when required by the Company, provide and affix such proper Tap, Stopcock, or other Apparatus to the Pipe conducting the Water from the Works of the Company as the Company shall direct, and shall keep such Tap, Stopcock, or other Apparatus in good Repair, so as effectually to prevent the Water from running to waste; and in case any such Person shall neglect to provide, when required by the Company, such Tap, Stopcock, or other Apparatus, or to keep the same in good Repair, it shall be lawful for the Company, or for any Person acting under their Authority, to cut off the Pipe or turn off the Water from the Premises of such Person until such Tap, Stopcock, or other Apparatus shall be provided or repaired as the Case may require.

Persons  
using Water  
for Water-  
closets to  
provide  
Cisterns  
and Cocks.

LIV. And be it enacted, That every Person supplied with Water under the Provisions of this Act for the Purpose of a Water-closet shall, when required by the Company, provide a proper Cistern to receive and retain the Water with which he shall be supplied for such Purpose, with a Ball and Stopcock affixed to the Pipe conducting the Water from the Works of the Company to such Cistern, and shall keep such Cistern, Ball, and Stopcock in good Repair, so as effectually to prevent the Water from running to waste; and in case any such Person shall neglect to provide, when required by the Company, such Cistern, Ball, or Stopcock, or to keep the same in good Repair, it shall be lawful by the Company, or for any Person acting under their Authority, to cut off the Pipe or turn off the Water from the Premises of such Person, until such Cistern and Ball and Stopcock shall be provided or repaired as the Case may require.

Penalty for  
suffering  
Waste of  
Water.

LV. And be it enacted. That if any Person supplied with Water shall wilfully or negligently do or suffer any Act so that the Water supplied to him by the Company shall be wasted, or the Supply thereof improperly increased, he shall forfeit for every such Offence a Sum not exceeding Five Pounds.

LVI. And



LVI. And be it enacted, That whenever the Company shall dig or sink any Trench for laying any Main Pipe or other Apparatus, or shall open any Ground for the Purpose of making, altering, or repairing any Sewer, or for any other of the Purposes of this Act, excepting for the Reparation of a sudden Damage to their Pipes, in, upon, or near to any Main Pipe which shall have been laid or placed for the Purpose of conveying Gas into or within any Place within the Limits of this Act, or to any Service Pipe, the Company shall give Twenty-four Hours previous Notice thereof to the Gas Light Company to whom such Pipes shall belong, and shall, under the Inspection of the Engineer of such Gas Light Company, secure such Gas Pipe from any Injury; and if any Injury shall be done by the Company to any of the Pipes or Apparatus of any Gas Light Company, either by disturbing the Ground wherein the same are laid, or by the subsequent settling of the same Ground, or by any other Means whatsoever, the Company shall, at their own Expence, within Twenty-four Hours after Notice to be given to them by the Clerk or Surveyor of such Gas Light Company, cause such Pipes and Apparatus to be well and effectually repaired, and on default being made in any of the Matters aforesaid the Company shall forfeit and pay to the said Gas Light Company a Sum not exceeding Five Pounds, together with the Expences which shall have been incurred by them in consequence of such Default, such Penalty, Costs, and Expences to be adjudged and ascertained by Two Justices of the Peace, and to be recovered in like Manner, and subject to the like Provisions as are directed touching other Penalties to be incurred under this Act: Provided always, that the Gas Light Company applying for such Forfeiture shall not have given any needless Impediment to the Company hereby incorporated in the Construction and Maintenance of the Works authorized by this Act to be done.

For Protec-  
tion of Gas  
Pipes.

LVII. And be it further enacted, That the Company shall lay or place their Main Pipes, for the Conveyance of Water within the Limits of this Act, in all Cases Six Inches below any Main Pipe for the Conveyance of Gas, and shall also, wherever the Width of the Carriageway will allow, lay their said Main Water Pipes at the Distance of Three Feet at the least from any Gas Main Pipes, and if the Width of the Carriageway will not allow thereof, then at the greatest practicable Distance within Three Feet, and shall also, wherever practicable, lay their Branch or Service Pipes at the Distance of Three Feet from any Branch or Service Gas Pipes, nor shall the Company in any Case alter the present Level or Inclination of any Main or Service Gas Pipes, or remove or disturb the same, without the previous Consent in Writing of the Gas Light Company to whom such Pipes may belong; and in case it shall be necessary to lay any Main Water Pipe across any Main Gas Pipe, such Main Water Pipe shall in all Cases be laid under the said Main Gas Pipe, and so that in no Case shall there be less than Six Inches of Space between the one Set of Pipes and the other, where the same shall be practicable, and that such Interval shall be filled in with well-tempered Clay.

Water Pipes  
to be below  
Gas Pipes.

Expences of  
Act.

LVIII. And be it enacted, That all Costs, Charges, and Expences incurred preparatory to and in the applying for, obtaining, and passing of this Act shall be paid and discharged out of the Monies already subscribed to the said Undertaking, or which may be received by virtue of this Act.

Interpreta-  
tion of Act.

LIX. And be it enacted, That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Word "Person" shall extend to Trustees and Commissioners, and to Corporations whether aggregate or sole:

The Words "the Company," shall mean "The *Staffordshire Potteries* Waterworks Company" by this Act incorporated:

The Words "Directors," "Secretary," and "Treasurer," shall mean the Directors, Secretary, and Treasurer respectively of the said Company:

The Words "Justices," or "Justices of the Peace," shall mean a Justice or Justices of the Peace acting for the County of *Stafford*.

Public Act.

LX. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

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