



ANNO VICESIMO NONO & TRICESIMO

VICTORIÆ REGINÆ.

Cap. ccxli.

An Act for supplying with Water the Town of *Bridge of Allan*, and Places adjacent.

[23d July 1866.]

WHEREAS the Town of *Bridge of Allan* in the County of *Stirling* is at present inadequately supplied with Water, and it would be of great Advantage to the Inhabitants of the said Town and Places adjacent if an increased Supply of Water were introduced: And whereas the Persons herein-after named, with others, are willing at their own Expense to carry the said Undertaking into execution, and it is expedient that they should be incorporated for that Purpose; but these 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:

1. This Act may be cited for all Purposes as "The *Bridge of Allan* Water Company's Act, 1866." Short Title.

2. "The Companies Clauses Consolidation (*Scotland*) Act, 1845," and Part I. of "The Companies Clauses Act, 1863," relating to Cancellation and Surrender of Shares, "The Lands Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Waterworks Clauses Act, 1847," and "The Waterworks Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act. 8 & 9 Vict. cc. 17. & 19., 10 & 11 Vict. c. 17., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 93. & 118. incorporated.

[Local.]

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3. In

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Interpre-
tation of
Terms.

3. In this Act the several Words and Expressions; to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; and the Expression "the Company" shall mean the *Bridge of Allan Water Company* incorporated by this Act.

Company
incorporated.

4. *Thomas Ellis, John Pullar junior, Robert Philp, John Bayne, William Haldane, Robert Lucas, and David McLaren,* and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, and Assignees, shall be united into a Company for supplying with Water the Town of *Bridge of Allan* and Places adjacent, and shall be and are hereby incorporated by the Name of "The *Bridge of Allan Water Company*," and by that Name shall be a Body Corporate and Politic, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes of this Act.

Capital of
Company.

5. The Capital of the Company shall be Six thousand Pounds, in Six hundred Shares of Ten Pounds each.

Shares not
to issue
until One
Fifth paid
up.

6. The Company shall not issue any Share 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 of the Amount of such Share shall have been paid up in respect thereof.

Calls.

7. Two Pounds *per* Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls.

Power to
borrow on
Mortgage.

8. The Company may from Time to Time borrow on Mortgage any Sums not exceeding in the whole Two thousand Pounds, but no Part thereof shall be borrowed until the whole Capital of Six thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Sheriff who is to certify under the Forty-second Section of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," before he so certifies, that the whole of the Capital has been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assignees, and that such Subscribers or their Assignees are legally liable for the same; and upon Production to such Sheriff of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

9. The

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9. The Mortgagees of the Company may enforce Payment of Arrears of Principal and Interest due on their Mortgages by the Appointment of a Judicial Factor, and in order to authorize the Appointment of a Judicial Factor the Amount owing to the Mortgagees by whom the Application for a Judicial Factor shall be made shall not be less than Two hundred Pounds in the whole.

Arrears may be enforced by Appointment of a Judicial Factor.

10. All Monies to be borrowed on Mortgage under this Act from the Time when the said Monies shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company, and the Property from Time to Time of the Company, over all other Claims on account of any Debts incurred or to be incurred, or Engagements entered into or to be entered into, by them : Provided that such Priority shall not prejudice or affect any Claim, Right, or Remedy against the Company or their Property in respect of any Feu Duties payable by them in pursuance of the Provisions of "The Lands Clauses Consolidation (*Scotland*) Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," nor shall anything herein-before contained prejudice or affect the Lien of any Vendor for the unpaid Purchase Money of any Land taken by the Company for the Purposes of their Undertaking.

Monies borrowed on Mortgage to have Priority.

11. All Monies raised under this Act, whether by Shares or borrowing, shall be applied for the Purposes of this Act only.

Application of Monies.

12. The First Ordinary General Meeting of the Company shall be held within Two Months after the passing of this Act, and an Ordinary General Meeting of the Company shall be held in the Month of *June* in each Year, and all Meetings of the Company, whether ordinary or extraordinary, shall be held in the Town of *Bridge of Allan*.

Ordinary Meetings of the Company.

13. The Quorum for every General Meeting of the Company shall be Ten Shareholders holding in the aggregate not less than Five hundred Pounds of the Capital of the Company.

Quorum for General Meeting.

14. Extraordinary Meetings of the Company may be called on the Requisition of any Five Shareholders holding in the aggregate not less than Two hundred and fifty Pounds of the Capital of the Company, or on the Requisition of any Three Directors.

Extraordinary Meetings.

15. The Number of Directors shall be Seven, but the Company may from Time to Time reduce the Number, provided the reduced Number be not less than Three.

Number of Directors.

16. The Qualification of a Director shall be the Possession in his own Right of not less than Ten Shares in the Capital of the Company.

Qualification of Director.

17. The Quorum of a Meeting of Directors shall be Three, and if the Number of Directors be reduced to Three the Quorum shall be Two.

Quorum of Directors.

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First
Directors of
the Com-
pany.

18. *Thomas Ellis, John Pullar junior, Robert Philp, John Bayne, William Haldane, Robert Lucas, and David McLaren* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary General Meeting of the Company to be held after the passing of this Act.

Directors to
continue in
Office till
First Gene-
ral Meeting.

19. At the First Ordinary General Meeting of the Company to be held after the passing of this Act the Shareholders present in person or by proxy may either continue in Office the Directors appointed by this Act, or any of them, till the Ordinary General Meeting in *June* Eighteen hundred and sixty-seven, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election.

Rotation of
Directors.

20. At the Ordinary General Meeting of the Company to be held in the Month of *June* Eighteen hundred and sixty-seven, and at the Ordinary General Meeting to be held in the Month of *June* in every Year thereafter, the Shareholders present in person or by proxy shall (subject to the Power herein-before contained to reduce the Number of Directors) elect Persons to supply the Places of the Directors then retiring from Office under the Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845," and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said Act.

Period for
balancing
Books.

21. The Books of the Company shall be brought to a Balance on the Thirty-first Day of *May* in each Year.

Newspapers
for Adver-
tisements.

22. Advertisements relating to the Affairs of the Company shall be inserted in any Newspaper published in the Town of *Bridge of Allan*, and if no Newspaper be published there, such Advertisements shall be inserted in any Newspaper published in the Burgh of *Stirling*.

Limits of
Act.

23. The Limits of this Act shall comprise and include the Town of *Bridge of Allan*, and Places adjacent, within the Parishes of *Logie* and *Lecropt* in the Counties of *Stirling* and *Perth*.

Power to
make Works
according to
deposited
Plans.

24. Whereas a Plan and Sections describing the Lines, Situation, and Levels of the Works to be constructed under the Authority of this Act, and the Lands, Waters, and Streams proposed to be taken for the Purposes thereof, with a Book of Reference to such Plan containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, Waters, and Streams, have been deposited with the Principal Sheriff Clerks of the Counties of *Stirling* and *Perth*: Subject to the Provisions of this Act, the Company may make and maintain in the Lines and according to the Levels shown on the said deposited Plan and Sections the Reservoir
and

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and Conduits herein-after described, with all necessary Embankments, Weirs, Sluices, Culverts, Drains, Roads of Access, and other Works and Conveniences connected therewith, and may enter upon, take, and use such of the Lands, Waters, and Streams delineated on the said Plan and described in the said Book of Reference as may be required for the Purposes of this Act.

25. The Works herein-before referred to and authorized by this Act are,— Description of Works.

First. A Reservoir situate on the Stream called the *Coxburn*, and on Portions of the Lands of *Blackhill* and *Pendreich*, to be called the *Coxburn* Reservoir :

Second. A Conduit or Main Pipe commencing at a Point on the Lade or Conduit which conveys Water from the Stream called the *Wharrie Burn* to the *Allan Water*, near the Farm Steading on the Lands of *Pendreich*, and terminating at or near the lower End of the *Coxburn* Reservoir :

Third. A Conduit or Main Pipe commencing at or near the lower or Westerly End of the *Coxburn* Reservoir, and terminating in the distributing Pond or Tank herein-after described :

Fourth. A distributing Pond or Tank situate at a Point Sixty-four Yards or thereby in a Northerly Direction from the Farm Steading on the Lands of *Sunnylaw* :

Fifth. A Conduit or Main Pipe of not less than Four Inches in internal Diameter commencing at the distributing Pond or Tank fourth above described, and terminating at or near the Point where the centre Line of *Union Street* and *Well Road* intersects the Centre of the Turnpike Road leading from *Perth* to *Stirling* in the Town of *Bridge of Allan* :

All which Works will be situate in the Parish of *Logie* and Counties of *Stirling* and *Perth*.

26. The Company may make lateral Deviations from the Lines of the Works by this Act authorized to the Extent marked on the said deposited Plan, and may make vertical Deviations from the Levels of the said Works other than the said Reservoir, as defined on the said deposited Sections, to any Extent not exceeding Five Feet, and in the Case of the said Reservoir to any Extent not exceeding Three Feet. Powers of Deviation.

27. Subject to the Provisions of this Act, the Company may take and divert the Water of the said Stream called the *Coxburn*, and the Feeders and Tributaries thereof, and the Springs, Streams, and Waters arising in or flowing through the Lands of *Westerton*, *Blackhill*, and *Pendreich*, and may impound, store, and convey the said Waters in the Reservoir, Conduit, and other Works by this Act authorized. Power to take Water from the Coxburn.

28. And whereas the existing Waterworks at *Bridge of Allan* belong or are reputed to belong to Sir *James Edward Alexander* of *Westerton*, Knight, in Fee Simple, and the Company have agreed with him for the Purchase thereof on the Terms herein-after mentioned : Company to purchase existing Waterworks belonging to Sir J. E. Alexander.

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The Company shall purchase and take the said Waterworks, including the Reservoir, Conduit, or Main Pipe, and distributing Pipes, and all Appurtenances connected therewith, and the Compensation payable to the said Sir *James Edward Alexander*, or his Heirs or Successors, for his or their Rights in the said Waterworks may be agreed on between him or his Heirs and Successors and the Company, or, in case of Difference, such Compensation shall be fixed and determined by Two Arbiters to be mutually chosen by the Company and the said Sir *James Edward Alexander*, or his Heirs or Successors, with Power to the said Arbiters to name an Oversman in the event of their differing in Opinion, and failing the Arbiters agreeing on an Oversman he shall be appointed by the Sheriff of the County of *Stirling*, on the Application of the Company or of the said Sir *James Edward Alexander*, or his Heirs or Successors; and the Company and the said Sir *James Edward Alexander*, or his Heirs or Successors, shall be bound to enter into the said Arbitration within Three Months after the passing of this Act; and in the event of either of the Parties failing to enter into such Arbitration within the said Period, then the said Sheriff, on the Application of the other Party, shall appoint a fit and proper Person as sole Arbitrer to fix and determine the said Compensation, and the Decision of the said Arbiters or sole Arbitrer, or of the said Oversman, shall be final; and the said Arbitration shall be proceeded in under and subject to the Provisions of "The Lands Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Settlement of Questions of disputed Compensation by Arbitration, except in so far as such Provisions are varied by this Act: Provided that in fixing the Compensation to be paid to the said Sir *James Edward Alexander*, or his Heirs or Successors, for his or their Rights in the said Waterworks, the said Arbiters or sole Arbitrer, or the said Oversman, shall take into consideration the Value of the Water, the Plant, and the whole Circumstances of the Case.

Waterworks to be conveyed to and vested in the Company.

29. On Payment of the Compensation to be agreed on or to be fixed by the said Arbiters or sole Arbitrer or Oversman in such Manner as has been or may be agreed on by and between the said Sir *James Edward Alexander* and the Company, the said Sir *James Edward Alexander*, or his Heirs or Successors, shall grant a Conveyance of the said Waterworks to the Company; and on such Conveyance being granted the said Waterworks, for all the Rights of the said Sir *James Edward Alexander*, or his Heirs or Successors, therein, shall form Part of the Undertaking of the Company, and shall be vested in and may be held, used, and disposed of by the Company for the Purposes of this Act; and the Provisions of this Act and the Acts incorporated herewith shall be applicable to the said Waterworks in the same Manner and to the same Effect as if the said Waterworks had been authorized by this Act.

Supply of Water to Westerton House and Grass Parks.

30. The Company shall supply Water free of Charge to the Dwelling House and Offices of *Westerton* belonging to the said Sir *James Edward Alexander*, and to the Grass Parks on the Estate of

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of *Westerton* belonging to him, so far as required for the Use of Cattle; but this Provision shall not apply to any Grass Parks situated above the Level of the said distributing Pond or Tank; and the necessary Pipes, Cranes, Ballcocks, and other Appurtenances shall be laid down and maintained at the Expense of the said Sir *James Edward Alexander*, or his Heirs or Successors.

31. Subject to the Provisions of this Act, the Company may at all Times hereafter take and divert into the Lade which at present supplies *Airthrey Lake* One Third Part of the whole Water of the said Stream called the *Wharrie Burn* at the Intake of the said Lade; and *John Stirling* Esquire of *Kippendavie*, and his Heirs and Successors, Owners of the Estate of *Kippendavie*, may at all Times hereafter take and divert from the said Burn into the said Estate at the Intake of the Lade which at present supplies the Mills belonging to him. One Half of the Water remaining in the said Stream at the Intake of such Lade, and the other Half thereof shall at all Times hereafter be allowed to flow down the natural Channel of the said Stream; and Weirs or other Works necessary for taking and diverting from the said Stream the said Quantities of Water by the Company and by the said *John Stirling*, his Heirs and Successors, as aforesaid respectively, and Gauges for regulating the same, shall be fixed and constructed by and under the Superintendence and to the Satisfaction of an Engineer to be appointed by the Company, the said *John Stirling*, his Heirs and Successors, as aforesaid, and the Right Honourable *George Ralph Lord Abercromby*, his Heirs and Successors, Owners of the Estate of *Airthrey*, or, failing their agreeing in such Appointment, an Engineer to be named by the Sheriff of the County of *Perth* on the Application of any of the said Parties, and such Weirs, Gauges, and other Works shall thereafter be maintained in proper and sufficient Order and Repair; and it shall be lawful for the said Sheriff or his Substitute at *Dunblane*, on an Application made to him by any of the said Parties, from Time to Time to order the said Weirs, Gauges, and other Works, or any of them, to be repaired or renewed, and such other Proceedings to be taken as may be necessary for carrying this Enactment into effect; and the Expense of constructing and maintaining the said Weirs, Gauges, and other Works, as the same shall be agreed between the said Parties, or be ascertained in case of Dispute by the said Sheriff or Sheriff Substitute, shall be paid and divided equally by and between the said Parties.

Provisions as to taking Water from the Wharrie Burn.

32. The Company shall give to the Occupiers of Houses erected at the Date of the passing of this Act, or which shall hereafter be erected on Ground forming Part of the Estate of *Airthrey* belonging to the said Lord *Abercromby*, and which Ground he has already feued or has Power to feu at the Date of the passing of this Act, a constant and sufficient Supply of Water, and such Supply shall be equal in every respect to that which for the Time is given to the Occupiers of any other Houses within the Limits of this Act; and in the event of the

Supply of Water to Houses on the Airthrey Estate.

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the Company failing to give such Supply they shall pay to the said Lord *Abercromby*, his Heirs and Successors, the Sum of Five Pounds Sterling for every Day during which they shall fail to give such Supply: Provided that the Company shall not be liable to any Penalty for not supplying Water if the Want of such Supply shall arise from Frost, unusual Drought, or other unavoidable Cause or Accident.

Works for the Supply of Water to the Airthrey Estate.

33. For the Purpose of giving the Supply of Water above mentioned the Company shall provide, lay, and maintain in all Time coming the following Works; that is to say, a Cast-iron Pipe of not less than Four Inches in internal Diameter to be taken off the said Conduit or Main Pipe fifth above described at *Fernie Bank*, near *Sunnylaw*, and to be laid along or within One hundred Yards of the public Road leading from *Fernie Bank* in an Easterly Direction to the *Chalton Road*, and along the *Chalton Road* to the East End thereof, and all distributing Pipes from the said Four-inch Pipe necessary for giving such Supply as aforesaid.

Supply of Water to Houses on high Levels.

34. In the event of the distributing Pond or Tank fourth above described not being situate at a Height which will enable the Company to supply Water with sufficient Force to Houses erected or to be erected on the highest Parts of the Grounds on the said Estate of *Airthrey* which the said Lord *Abercromby* has already feued or has Power to feu at the Date of the passing of this Act, the Company shall, on being required in Writing by the said Lord *Abercromby* or his Heirs or Successors, lay and maintain a Pipe either direct from the *Coxburn Reservoir*, or, if the Company connect the *Coxburn Reservoir* with the said distributing Pond or Tank by means only of a continuous Main Pipe, then from some Point on such Main Pipe before it reaches the said distributing Pond or Tank, or any other Reservoir, through the Lands of the said Lord *Abercromby*, or along the Statute Labour Road to the said Ground, so as to give to such Houses the Supply of Water herein-before provided.

Supply of Water to Airthrey Lake, &c.

35. The Company shall not in any way diminish the Supply of Water from the said Lade leading from the *Wharrie Burn* or from the Loch of *Pendreich* to the *Airthrey Lake* in the Park near *Airthrey Castle*, or to the *Airthrey Saw Mills*, or to the Threshing Mill on the Farm of *Drumbrae*, except to the Extent of taking a Conduit or Pipe of not more than Four Inches in internal Diameter from the said Lade to the *Coxburn Reservoir*, and the Remainder of the Water diverted by the Company from the said *Wharrie Burn* shall be allowed to flow down the said Lade: Provided always, that the Quantity of Water so to be taken by the Company from the said Lade shall never exceed One Half of the Water flowing therein at the Time: Provided also, that the said Lord *Abercromby*, and his Heirs and Successors, may work the Sluices for supplying the different Mills (but not a greater Number of Mills than exist at the Date of the passing of this Act) belonging to him or them with Water from the Loch of *Pendreich* whenever he or they may find it necessary.

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36. The Company shall give, free of Charge, a constant Supply of Water to the Mineral Wells at *Bridge of Allan*, and the Baths, Engine, Billiard Room, Bowling Green, Keeper's Lodge, and all other Premises connected with the said Wells, by means of a Pipe to be directly connected with the said Four-inch Pipe to be laid along the *Chalton Road*, and the Company shall also give, free of Charge, a Supply of Water to *Airthrey Mills* by means of a Three-inch Pipe to be taken off the said Conduit or Main Pipe fifth above described, near *Fernie Bank*: Provided that the Company may stop the Supply of Water to the said Mills when and as long as the Water in the *Coxburn Reservoir* shall fall Two Feet below the top Level.

Supply of Water to the Mineral Wells and Airthrey Mills.

37. The Company shall keep in repair the existing Mill Lade from the *Wharrie Burn* to the Loch of *Pendreich*, and the said Lord *Abercromby* and his Heirs and Successors may, if and when they think fit, take a Supply of Water, free of Charge, from the said Loch to the Farmhouse, Steading, and Offices on the Farm of *Pendreich*.

Mill Lade to be kept in repair.

38. The said Lord *Abercromby* and his Heirs and Successors shall have the sole Right of fishing in and shooting over the *Coxburn Reservoir*, and of keeping and using Boats thereon, and may grant Authority to any other Person to exercise the said Rights or any of them: Provided always, that if any Damage or Injury shall be done by Lord *Abercromby* or his foresaids to the said Reservoir, or any of the Works of the Company, by means of such Boats, the same shall be repaired and restored by and at the Expense of the said Lord *Abercromby* and his Heirs and Successors: Provided also, that the Company, or any Person authorized by them, may use a Boat on the said Reservoir for the Purpose of inspecting or repairing the same or the Works connected therewith, but for no other Purpose.

Reservation of Rights of fishing in and shooting over Reservoir.

39. If the Works of the Company shall not be sufficient to give the Supplies of Water required for the Purposes of the said *Airthrey Estate* as herein-before provided, the Company shall be bound to enlarge their Works from Time to Time so as to give such Supplies.

Works to be enlarged if necessary.

40. The Embankment of the *Coxburn Reservoir* shall not be commenced or proceeded with until Working Plans and Sections and Specifications of the same shall have been submitted by the Company to *James Leslie*, Civil Engineer, *Edinburgh*, whom failing, to *John Frederick Bateman*, Civil Engineer, *London*, nor until the said *James Leslie*, whom failing, the said *John Frederick Bateman*, shall have approved of the said Plans, Sections, and Specifications, and shall have given a Certificate in Writing that in his Opinion the said Embankment, as shown and described therein, is sufficient in respect of Strength and otherwise; and the Expense of obtaining such Certificate, and incidental thereto, shall be defrayed by the Company, and it shall not be lawful for the Company to construct the said Embankment otherwise than in accordance with the Plans, Sections, and

As to Construction of Coxburn Reservoir.

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Specifications so approved, except with the Approval of the said *James Leslie*, whom failing, the said *John Frederick Bateman*, signified in Writing.

As to Claims consequent on Construction of Works.

41. The Company shall be responsible for all just and legal Claims which may be made against them in consequence of the Construction of any of the Works by this Act authorized, and shall free and relieve the said *Lord Abercromby*, his Heirs and Successors, from all such Claims.

Arbitration between *Lord Abercromby* and the Company.

42. All Questions affecting the Rights of the said *Lord Abercromby*, his Heirs and Successors, in respect to Land and Water to be taken by the Company under the Provisions of this Act, and Accommodation Works rendered necessary by the Operations of the Company, shall be and are hereby referred to *George Cadell Bruce*, Civil Engineer, *Edinburgh*, as Arbiter appointed by the said *Lord Abercromby*, and *James Morris Gale*, Civil Engineer, *Glasgow*, as Arbiter appointed by the Company, and in the event of their differing in Opinion, to *James Leslie*, Civil Engineer, *Edinburgh*, as Oversman, and the Arbitration shall be proceeded in under and subject to the Powers and Provisions of "The Lands Clauses Consolidation (*Scotland*) Act, 1845," as if the said Arbiters and Oversman had been appointed under the Provisions of that Act; and in fixing the Value of the said Land and Water, and the Compensation to be given therefor, the said Arbiters or Oversman shall take into account the Advantages and Concessions made to the said *Lord Abercromby* and his Heirs and Successors as herein-before specified, as well as all other Advantages and Disadvantages on both Sides.

Lands may be taken by Agreement.

43. In addition to the Lands authorized to be taken as aforesaid, the Company may purchase by Agreement Lands not exceeding in the whole One Acre for the Purposes of Depôts, Pipe Yards, and other Buildings and Conveniences in connexion with the Works by this Act authorized; and it shall be lawful for any Person to sell and convey Lands to the Company for such Purposes, and to contract in reference thereto.

Powers for compulsory Purchases limited.

44. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

45. The Works by this Act authorized to be constructed shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the said Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Supply of Water for domestic Purposes.

46. The Company shall, at the Request of the Owner or Occupier of any Dwelling House or Part of a Dwelling House in any Street

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Street or Road within the Limits of this Act in which any Pipe of the Company shall be laid, or of any Person who, under the Provisions of this Act or any Act incorporated herewith, shall be entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for domestic Purposes; and the Company may charge and receive for or in respect of such Supply of Water any Sum not exceeding Five Pounds *per Centum per Annum* of the yearly Rent or yearly Value of such Dwelling House or Part of a Dwelling House or other Premises.

47. After the Company shall have supplied Water for domestic Purposes to all Persons for the Time being entitled to and requiring such Supply as herein-before provided, the Company may supply Water to any Person or Company desiring such Supply for trading or manufacturing Purposes, or for public Baths, or for any other Purpose not domestic, at such Rates and upon such Terms and Conditions as shall be agreed upon between the Company and such Person or Company.

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

48. The Rates by this Act authorized shall be paid in advance by yearly Payments on the Fifteenth Day of *May* in each Year, or by equal half-yearly Payments on the Fifteenth Day of *May* and Eleventh Day of *November* in each Year; and the First Payment shall be made at the Time when the Pipe by which the Water is supplied is made to communicate with the Pipes of the Company, or at the Time when the Agreement to take Water from the Company is made.

Payment of Rates.

49. The Occupier of any Dwelling House or Part of a Dwelling House liable to the Payment of any Water Rate who shall give Notice of his Intention to discontinue the Use of the Water supplied by the Company, or who shall remove from his Dwelling between any Two half-yearly Days of Payment, shall pay the Water Rate in respect of such Dwelling House or Part of a Dwelling House for the Half Year ending on the half-yearly Day of Payment next after his quitting the same or giving such Notice.

Parties giving Notice to discontinue Use of Water, or removing to pay to the next half-yearly Term.

50. If any Person supplied with Water by the Company wrongfully does or causes or permits to be done anything in contravention of any of the Provisions of this Act, or of any of the Acts incorporated herewith, or wrongfully fails to do anything which under any of those Provisions ought to be done for the Prevention of Waste, Misuse, undue Consumption, or Contamination of the Water of the Company, they may (without Prejudice to any Remedy against such Person in respect thereof) cut off any of the Pipes by or through which Water is supplied by them to such Person or for his Use, and may cease to supply him with Water so long as the Cause of Injury remains or is not remedied.

Power to cut off Water in certain Cases.

51. If

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Repair or
Renewal of
Pipes and
other Ap-
paratus.

51. If it shall be found that in any House, Building, or Premises to which Water is supplied by the Company Waste, Misuse, or Pollution of Water arises from, or is caused by, any Mode of Arrangement or Use of any Pipes, Valves, Cocks, Cisterns, Water-closets, or other Apparatus, it shall be lawful for the Company to require the Occupier of such House, Building, or Premises, within a Period to be specified in such Requisition, not being less than Three Days after the Date thereof, to repair or alter such Pipes, Valves, Cocks, Cisterns, Water-closets, and other Apparatus so as to prevent any such Waste, Misuse, or Pollution.

Appeal to
the Sheriff
in certain
Cases.

52. If any Dispute shall arise between the Company and the Owner or Occupier of any House, Building, or Premises to which Water is or may be supplied by the Company with respect to any of the Matters specified in the Two immediately preceding Sections, such Dispute shall be determined by the Sheriff of the County of *Stirling*, or any One of his Substitutes, in the Manner provided by "The Railways Clauses Consolidation (*Scotland*) Act, 1845," with respect to the Recovery of Damages not specially provided for, and to the Determination of any other Matter referred to the Sheriff or to Justices.

Surveyor
may enter
Houses for
Purpose of
Examina-
tion.

53. The Surveyor of the Company, or other Person acting under their Authority, may, between the Hours of Nine o'Clock in the Forenoon and Four o'Clock in the Afternoon of any lawful Day, enter into any House, Building, or other Premises supplied with Water by the Company in order to examine if there be any Waste or Misuse of such Water, and if such Surveyor or other Person at any such Time be refused Admittance into such House, Building, or Premises, or be prevented from making such Examination as aforesaid, the Occupier of such House, Building, or Premises shall for every such Offence forfeit to the Company a Sum not exceeding Five Pounds.

Expenses of
Act.

54. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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