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VICTORIÆ REGINÆ.

Cap. ccc.

An Act for better supplying the *Weardale and Shildon* District and other Places in the County of *Durham* with Water ; and for other Purposes.
[30th July 1866.]

WHEREAS the present Supply of Water to the *Weardale and Shildon* District, and to the several Parishes, Townships, and Places herein-after mentioned as comprised within the Limits of this Act, is inadequate for the Wants of the Inhabitants of the said District and Places, and it is expedient that a better Supply of Water should be provided: And whereas the Persons herein-after named, with others, are willing at their own Expense to provide such Supply of Water, and for that Purpose to construct and maintain the Waterworks herein-after mentioned, if authorized by Parliament so to do: And whereas the Purposes aforesaid 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,)

1. This Act may be cited for all Purposes as "The *Weardale and Shildon* District Waterworks Act, 1866." Short Title.

[Local.]

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2. "The

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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 Companies Clauses Consolidation Act, 1845," Part I. 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," (except as varied by this Act) are incorporated with and form Part of this Act.

Interpre-
tation of
Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts or Parts of Acts incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; and in this Act, and in the Acts and Parts of Acts incorporated herewith,

The Expression "the Company" shall mean the Company incorporated by this Act:

The Expression "the Special Act" shall mean this Act; and the Expressions "the Waterworks," or "the Undertaking," shall mean the Waterworks and Works connected therewith by this Act authorized; the Expressions "the Promoters of the Undertaking," or "the Undertakers," shall mean the Company incorporated by this Act:

The Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Company in-
corporated.

4. *Henry Pease, Alfred Kitching, William Thompson, William Culley Stobart, Thomas Macnay, David Dale, Henry Fell Pease, Theodore Fry, Arthur Pease, James Thompson,* 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 making and maintaining the Waterworks, and for other the Purposes of this Act, and for those Purposes shall be incorporated by the Name of "the *Weardale and Shildon District Waterworks Company*," and by that Name shall be a Body Corporate, 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.

Limits for
Supply of
Water.

5. The Limits of this Act for the Supply of Water by the Company shall be and comprise the *Weardale and Shildon District*, and the several Parishes, Townships, and Places following; namely, *Wolsingham, Muggleswick, Lanchester, Greencroft, Thornley, Buttsfield,*
and

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and *Satley, Brancepeth, Cornsay, Hedley Hope, Crook, and Billy Row, Saint Andrew Auckland, Bishop Auckland, and Pollard's Lands* (except so much of the said Parish and Townships of *Saint Andrew Auckland, Bishop Auckland, and Pollard's Lands* as is now comprised within the Limits of the District of the Local Board of Health for the District of *Bishop Auckland, Witton-le-Wear, North Bedburn, Escomb, Shildon, Barony, and Evenwood, West Auckland, Saint Helens Auckland, Bradley, Helmington Row, Willington, Newton Cap, Hunwick, and Helmington, Byer's Green, Newfield, Binchester, Old Park, Westerton, Middlestone, Coundon, Coundon Grange, Eldon, East Thickle, Middridge Grange, Redworth, Heighington, Hamsterley, South Bedburn, Whitworth, Merrington, and Windlestone*, all in the County of *Durham*, and those Limits, and the District, Parishes, Townships, and Places, except as aforesaid, comprised therein, are in this Act referred to as "the District."

6. The Capital of the Company shall be One hundred and fifty thousand Pounds, in Six thousand Shares of Twenty-five Pounds each. Capital.

7. 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 of the Amount of such Share shall have been paid in respect thereof. Shares not to issue until One Fifth paid up.

8. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and Four Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share. Calls.

9. If any Money be payable to any Shareholder or other Person under this Act who is a Minor, Idiot, or Lunatic, the Receipt of his or her Guardians or Committee shall be sufficient Discharge to the Company for the same. Receipts of Guardians, &c.

10. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Thirty-seven thousand five hundred Pounds, but no Part thereof shall be borrowed until the whole of the Capital of One hundred and fifty thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the Capital has been issued and accepted, and that One Half thereof has been paid up, and Power to borrow on Mortgage.

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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 Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant his Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Receiver.

11. The Mortgagees of the Company may enforce Payment of Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver the Amount owing to the Mortgagees by whom the Application for a Receiver shall be made shall not be less than Three thousand seven hundred and fifty Pounds in the whole.

Monies borrowed on Mortgage to have Priority.

12. All Monies borrowed on Mortgage under this Act from the Time when the same shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company and the Property 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 always, that such Priority shall not prejudice or affect any Claim, Right, or Remedy against the Company or their Property in respect of any Rentcharge to be granted by them in pursuance of the Provisions of "The Lands Clauses Consolidation 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 or Property taken by the Company for the Purposes of the Waterworks.

Application of Monies.

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

First Ordinary Meeting.

14. The First Ordinary Meeting of the Company shall be held within Three Months after the passing of this Act.

Quorum of Meetings.

15. The Quorum of every Meeting of the Company shall be Ten Proprietors holding in the aggregate not less than One Twentieth of the nominal Capital of the Company, and the prescribed Number of Shareholders who may require the Directors to call an Extraordinary Meeting of the Company shall be Five Shareholders holding in the aggregate not less than One Fortieth Part of the nominal Capital of the Company.

16. Subject

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16. Subject as herein-after provided, the Number of Directors shall be Ten, but it shall be lawful for the Company from Time to Time to reduce their Number, provided the reduced Number be not below Six. Number of Directors.

17. The Qualification of a Director shall be the Possession in his own Right of not less than Twenty Shares. Qualification of Directors.

18. The Quorum of a Meeting of Directors shall be Five, and when the Directors are reduced to Six the Quorum shall be Three. Quorum.

19. *Henry Pease, Alfred Kitching, William Thompson, William Culley Stobart, Thomas Macnay, David Dale, Henry Fell Pease, Theodore Fry, Arthur Pease, and James Thompson* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting held after the passing of this Act; at that Meeting the Shareholders present personally or by proxy may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary Meeting to be held in every Year after the First Ordinary Meeting the Shareholders present personally or by proxy shall (subject to the Power herein-before contained for reducing the Number of Directors) elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act. First Directors.
Election of Directors.

20. And whereas a Plan and Section of the Waterworks showing the Lines, Situations, and Levels thereof respectively, together with a Book of Reference to such Plan containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands in, over, upon, through, or under which the same are intended to be constructed and maintained, have been deposited with the Clerk of the Peace for the County of *Durham*: Therefore it shall be lawful for the Company, subject to the Provisions and Restrictions in this Act and the said incorporated Acts and Parts of Acts contained, to make and maintain the said Waterworks, except the Line of Pipe on the said Plan described as "Pipe No. 9," and all necessary and proper Roads, Diversion of Roads, Approaches, and Conveniences connected therewith, in the Construction of Works.

[Local.]

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Lines

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Lines and Situations, and upon the Lands, Streets, Bridges, Rivers, and Railways, delineated upon the said Plan and described in the said Book of Reference, and according to the Levels shown on the said Section, and for that Purpose to purchase, take, and use all or any of the said Lands, or any Right of Way, or of laying, relaying, renewing, maintaining, enlarging, altering, examining, regulating, cleansing, draining, and repairing Mains and Pipes, and any other Easement, upon, in, or over such Lands, and to enter upon and use all or any of the Streets, public Bridges, Rivers, and Railways delineated on the said Plan, or of the Lands situate on either Side of any such Streets and Railways, and comprised within the Limits of Deviation delineated on the said Plan, which in any of the Cases aforesaid the Company shall deem necessary for the Purposes of the said Works, or any of them, or for any other Purposes connected with the Undertaking.

Powers to deviate.

21. In the Construction of any of the Works hereby authorized the Company may, subject to the Provisions and Restrictions of this Act, deviate from the Lines thereof as laid down on the deposited Plan to any Extent within the Limits of Deviation shown thereon, and vertically from the Levels of such Works as shown on the deposited Section to any Extent not exceeding Three Feet in the Case of a Reservoir, and not exceeding Five Feet in any other Case: Provided always, that if it be necessary to construct the Embankment of any Reservoir higher up the Valley than shown on the deposited Plan thereof, then the Company may deviate vertically from the Levels of such Embankment and Reservoir to any Extent not exceeding Twenty Feet: Provided also, that no Deviation in or affecting the Railway or Property of the *North-eastern* Railway Company shall be made without the written Consent thereto being in each Case previously given under the Hand of the Secretary of that Company.

Additional Lands.

22. The Company may from Time to Time purchase by Agreement and hold, in addition to the Lands described on the deposited Plan and Book of Reference, any Quantity of Land for extraordinary Purposes in connexion with Reservoirs, not exceeding in the whole at any one Time Forty Acres, and may also from Time to Time purchase by Agreement any such Right or Easement in, upon, under, or over Lands as they may think requisite for the Purposes of this Act, and such Powers shall extend to and include any Right or Easement in or over any Wells or Springs of Water not being running Streams.

Lands not required may be sold.

23. All Lands, Rights, Easements, and Property acquired by the Company may be retained and used, and any Portion thereof not required for the Purposes of this Act may, subject to the Provisions of

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of this Act and the Acts incorporated herewith, be sold and disposed of, as the Company may from Time to Time direct.

24. The Persons authorized by "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," to convey Lands, may grant in Fee for the Purposes of this Act, and in consideration of any yearly or other Rent, any Lands as provided by the said Act of 1860, or any Easement, Power, or Authority in or over any Lands.

Certain
Persons may
grant Leases
of Lands.

25. It shall not be lawful for the Company, without the Consent of the Owners thereof, to purchase or take any Lands on the Line or Course of any Main Pipe or Aqueduct delineated on the said Plan, except such Lands as shall be necessary for the Erection and Occupation of Houses for Persons having the Care of the Stopcocks or Stop-valves on the Line of such Pipes, or, without such Consent as aforesaid, to purchase, take, or use by Compulsion any other Estate, Right, Easement, Privilege, Power, or Authority whatsoever in, over, or upon any such Lands, except such and so far as shall be necessary for the Purpose of laying and constructing, and of obtaining Access to, examining, regulating, cleansing, draining, maintaining, renewing, and keeping in good Repair, Order, and Condition, such Pipes and other Works as may be required for and are incident to the Purpose of conveying Water to the Reservoirs by this Act authorized, or to any other Reservoir of the Company: Provided always, that nothing in this Act contained shall authorize the Company to purchase or take compulsorily any Land or Property, except such Easements as aforesaid, of the *North-eastern Railway Company* for any Purpose whatsoever.

Limiting
compulsory
Power to
purchase
Lands or
Easements.

26. It shall be lawful for the Company to divert into the Reservoirs, Aqueducts, Conduits, Pipes, and other Works shown on the said deposited Plan, or some of them, and to take, use, and appropriate, all or some of the Waters of the several Streams called *Waskerley Burn*, *Tunstall Burn*, and *Wascrow Beck*, and of the several Tributaries thereof, and other Waters and Springs flowing into and forming Part of the said Streams, and to impound and store such several Waters in the Reservoirs and Works of the Company, and from such Works to supply Water to and in the District for domestic and other Purposes.

Power to
take Water.

27. As Compensation for the taking of such respective Waters, and before the Company shall be entitled to use the same for the Purposes of this Act, the Company shall cause to flow from and out of the respective Reservoirs by this Act authorized, or from the Feeders thereof, for the Supply of the several Streams herein-after mentioned,

Compensa-
tion Water
to be sup-
plied by
Company.

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mentioned, the following several Quantities of Water in the following Times and Proportions ; that is to say,

1. Down the *Waskerley Burn*, from and after the Completion and filling of the *Waskerley Reservoir*, and out of the same (but to be received into the *Tunstall Reservoir* of the Company when and after such Reservoir shall have been constructed), a Quantity of Water, not being less than One thousand Gallons *per Minute*, between the Hours of Six o'Clock in the Morning and Six o'Clock in the Evening of every lawful working Day :
2. Down the *Wascrow Beck*, after the Completion and filling of the *Tunstall Reservoir* of the Company, and out of the same, a Quantity of Water, not being less than Two thousand Gallons *per Minute*, between the Hours of Six o'Clock in the Morning and Six o'Clock in the Evening of every lawful working Day :

Provided that during the filling of the *Waskerley Reservoir* the Company shall cause to flow from such Reservoir a Quantity of Water not being less than Two hundred and fifty thousand Gallons in every Day, and during the filling of the *Tunstall Reservoir* the Company shall cause to flow from such Reservoir a Quantity of Water not being less than Two hundred and fifty thousand Gallons in every Day, in addition to the Compensation Water to be given out as herein-before mentioned from the *Waskerley Reservoir*.

Company to
maintain
Gauges.

28. The Company shall erect and construct, and for ever after maintain within Two hundred Yards from the Outlets of the said respective Reservoirs, suitable measuring Gauges over or through which the said respective Quantities of Water shall flow or be discharged, and the said Gauges shall be respectively open to the Inspection and Examination of the several Persons interested in the Water so to flow or be discharged through or over the same.

Penalty on
Default in
compensa-
tion Supply.

29. In case of any wilful or negligent Act or Omission of the Company, or of their Officers or Servants, by or in consequence of which the several Quantities of Water hereby required to flow or be discharged over or through the said several Gauges shall not so flow or be discharged, the Company shall for every Day on which such Neglect or Default shall occur forfeit and pay to such of the Occupiers of the Mills and Works affected thereby, who may sue for and recover the same, the Sum of Ten Pounds, and shall in addition make Compensation to any other Owners, Lessees, and Occupiers of Lands and Property on the Course of the Streams along which such several Quantities of Water shall flow or proceed who may be injuriously affected by any such Act or Omission for any Loss, Damage, or Injury they or any of them may sustain, incur, or be put to, and such Compensation shall be recoverable in any Court competent to try Causes of a like pecuniary Amount.

30. The

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30. The Water to be supplied by the Company need not be constantly laid on under Pressure, nor at any Time under a Pressure greater than can be obtained from the Pipes supplied by Gravitation from the Reservoir of the Company from which in each Case the Supply of Water is drawn.

Water not to be laid on under Pressure.

31. On any Sale by the Company under this Act, or any Act incorporated herewith, of any Lands and Property, the Company may reserve to themselves all or any Part of the Easements belonging thereto, and may make such Sale subject to such Reservation accordingly.

Reservation of Easements on Sale of Lands.

32. The Purchase Monies or net Proceeds derived by the Company from the Sale of any superfluous Lands shall from Time to Time be applied by the Company in paying off, so far as the same will extend, the Mortgages then affecting the Undertaking of the Company, or in extending or improving the Works of the Company.

Application of Purchase Monies.

33. The Waterworks shown on the deposited Plan and hereinbefore authorized shall be completed within Ten Years after the passing of this Act, and on the Expiration of that Period the Powers by this or the said incorporated Acts granted to the Company for executing the said Waterworks, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed: Provided always, that nothing in this Act contained shall be held to restrain the Company, after the Expiration of the said Period, from extending, altering, enlarging, removing, or replacing any of their Pipes, Mains, and Reservoirs within the Limits and subject to the Provisions (except as to Time) of this Act from Time to Time as Occasion may require, or from improving the Supply of Water.

Period for Completion of Works.

34. If the Owner for the Time being of the Estate called the "*Wolsingham Park Estate*" in the Parish of *Wolsingham* shall require the Company so to do, they shall purchase from such Owner so much of the said Estate as shall be required for the Purposes of this Act within the Period of Two Years after the passing of this Act, and shall also construct within the said Period of Two Years so much of the Catch-water Drains by this Act authorized as are to be made in and upon the said Estate.

Limiting Time for compulsory Purchase of Lands and Construction of certain Works in *Wolsingham Park Estate*.

35. The Company shall be bound to construct and maintain all such Accommodation Works as shall be necessary for affording Communication across the Catch-water Drains by this Act authorized to be made, and for fencing off such Drains where such Drains shall be

Accommodation Works on *Wolsingham Park Estate*.

[*Local.*]

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made

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made in or upon any Lands forming Part of the *Wolsingham Park* Estate, and in case of any Dispute arising under this Enactment the same shall be settled as provided by the 16th Section of "The Waterworks Clauses Act, 1847."

Power to purchase existing Waterworks.

36. It shall be lawful for the Company and they are hereby empowered to purchase by Agreement from the Owners, Lessees, and Occupiers thereof any Reservoirs, Wells, Springs of Water, Mains, Pipes, and other Works connected therewith in the Nature of Waterworks now used for the Purpose of supplying Water for domestic Use to the Inhabitants of any Parts of the District, and to pay for the same out of the Revenue or Capital of the Company such Consideration in Money, either annual or in gross, as may be agreed upon, and the Property so purchased, and all Rights, Powers, and Privileges held therewith or incident thereto, shall thereupon be conveyed to and vest absolutely in the Company for the Purposes of this Act, and become Part of the Undertaking of the Company.

Rates at which Water is to be supplied.

37. The Company shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street 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 at any Rate which may be agreed upon between the Company and such Owner, Occupier, or other Person, not exceeding the Rates herein-after specified; (that is to say,)

If there be no Water-closet.

If there be no Watercloset in or appurtenant to the Dwelling House to be supplied with Water, then at and after a Rate not exceeding Seven Pounds Ten Shillings *per Centum per Annum* on the annual Rackrent or Value of such Dwelling House: Provided that the Company shall not be required to supply any House or Part of a House for a less Sum than Eight Shillings and Eightpence *per Annum*:

If there be a Water-closet or private Bath.

If there be a Watercloset or Waterclosets, or if there be a private Bath or private Baths in or appurtenant to such Dwelling House, then, in addition to the Rates computed as above specified, the following Rates shall be payable; (that is to say,)

For each Watercloset the Sum of Five Shillings *per Annum*, and for each private Bath the Sum of Ten Shillings *per Annum*; and such additional Sums shall be paid with and as Part of, and may be recovered by the same Means as, the Rate for the Supply of Water for domestic Purposes: Provided always, that for Baths containing, as usually filled for Use, a greater Quantity of Water than Fifty Gallons, the Company may charge by Agreement.

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38. It shall be lawful for the Company to supply any Person with Water for other than domestic Purposes within the Limits of this Act at such Price and upon such Terms and Conditions as shall be agreed upon between the Company and the Persons desirous of having such Supply of Water, and such Water may, if so agreed, be supplied by the Company by Measure: Provided always, that no Person shall be entitled to a Supply of Water for other than domestic Purposes, or to have his Supply of Water for those Purposes continued, if the Company shall be of opinion that such Supply would render insufficient the Supply of Water for domestic Purposes to be afforded under this Act or the Acts incorporated herewith.

Water for other than domestic Purposes.

39. Every Person who shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Meter, Pipe, or Fittings belonging to the Company, or who shall fraudulently alter the Index to any Meter, or shall knowingly and wilfully prevent any Meter from duly and properly registering the Quantity of Water supplied, shall for every such Offence forfeit to the Company a Sum not exceeding Five Pounds, and the Company may, in addition thereto, recover the Amount of any Damage by them sustained.

Penalty for Injury to and fraudulent Use of Meters, &c.

40. No Meter, whether supplied by the Company or the Consumer, shall be altered or repaired, except under the Directions or with the Consent of the Company, or the Surveyor or other Officer of the Company, and the Company shall be entitled to keep in repair all Meters which may be provided by the Consumer at the Cost of the Consumer at such Rate of Remuneration as may be agreed on between the Company and the Consumer, or as, in case of Dispute, may be fixed by Two Justices.

Meters not to be altered or repaired except under Direction or with Consent of Company.

41. It shall not be lawful for any Owner or Occupier of any House supplied with Water by the Company, without the Consent of the Company, to affix or permit or suffer to be affixed to any of the Mains or other Pipes of the Company, or to any Service Pipe of such Owner or Occupier, other than and except a Pipe supplied by means of or through a Meter, any Tubes or Pipes or Apparatus for the Purposes of washing the Windows or Fronts of Houses or other Buildings, or the Pavements or Roads adjacent thereto, or for watering Gardens, or for any other Purposes whatsoever; and any Person who shall act contrary to this Enactment shall for every such Offence forfeit to the Company any Sum not exceeding Forty Shillings.

Penalty for affixing Tubes to Company's Pipes without their Consent.

42. The Company may, by Notice in Writing under the Hand of their Surveyor or other duly authorized Officer, require any Person who shall have suffered any Pipe, Cock, Cistern, or other Apparatus to be out of repair forthwith to put the same into a proper State of

Company may require Pipes, &c. to be repaired.

Repair,

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Repair, and if such Person shall not, within Three Days, after the Service of such Notice, so repair such Pipe, Cock, Cistern, or other Apparatus as to prevent any Waste of Water therefrom, the Company may repair the same, and if the Expenses of such Repair shall not be repaid to the Company on Demand the same may be recovered by the Company as Damages.

Particulars
of Penalties
to be pub-
lished.

43. The Company shall publish the short Particulars of the several Offences for which any Penalty is imposed by this Act or the said incorporated Acts, or any of them, and of the Amount of every such Penalty, and shall cause such Particulars to be painted on a Board to be hung up or affixed in some conspicuous Part of the principal Office or Place of Business of the Company, and also shall cause One of such Boards to be hung up or affixed in some conspicuous Place within each District, Parish, Township, or Place within the District, and near each of the Reservoirs of the Company, and such hanging up or affixing shall be as good and effectual to all Intents and Purposes whatsoever as if the same were done in the Manner by the 145th Section of "The Companies Clauses Consolidation Act, 1845," mentioned and required.

For pre-
venting
Waste of
Water.

44. For the Purpose of preventing the Waste, Misuse, or undue Consumption or Contamination of the Water of the Company, the Company may from Time to Time make such Rules and Regulations as they may think necessary to be observed by the Persons supplied with such Water, and may thereby direct the Use, and prescribe the Size, Nature, Strength, and Materials, and the Mode of Arrangement, Alteration, and Repair, of the Pipes, Valves, Cocks, Cisterns, Baths, Soil-pans, Waterclosets, and other Apparatus or Receptacles, or any of them, to be used by such Persons respectively for conveying, delivering, and receiving such Water, and may thereby interdict any Arrangement and the Use of any Pipes, Valves, Cocks, Cisterns, Baths, Soil-pans, Waterclosets, and other Apparatus or Receptacles which in their Judgment will be likely to occasion any such Waste, Misuse, undue Consumption, or Contamination, and shall not be bound to supply or continue to supply Water to any such Person unless such Rules and Regulations be and continue to be duly observed by him, and the Pipes, Valves, Cocks, Cisterns, Baths, Soil-pans, Waterclosets, and other Apparatus and Receptacles used or to be used shall be made of such Size, Nature, Strength, and Materials, and shall be so arranged, kept, and repaired, as the Company shall from Time to Time prescribe or otherwise approve.

Occupier
liable to
Water Rate
in certain
Cases.

45. Except in the Case in which the Owner of any Dwelling House or Tenement, the annual Value of which shall not exceed the Sum of Ten Pounds, shall agree with the Company to pay the Water Rent for

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for the Supply of Water to such Dwelling House or Tenement, the Water Rent due in respect of such Supply shall be payable by and may be recovered from the Occupier of such Dwelling House or Tenement, who may deduct the Amount so paid by him from the Rent payable by him to the Owner of such Dwelling House or Tenement.

46. All Water Rates or Rents due to the Company, and all Damages, Costs, and Expenses by this Act or any Act incorporated therewith directed to be paid, and the Amount whereof shall not be disputed, may be levied by Distress, provided that the Amount so to be levied from any One Person or Body Corporate shall not exceed Twenty Pounds, and any Justice on Application may issue his Warrant accordingly: Provided that if it be shown to the Satisfaction of the Justice that there is reasonable Ground to dispute the Amount due for such Rates and Rents, then such Justice shall refuse to adjudicate, and the Amount due shall be recoverable in any Court of competent Jurisdiction.

Undisputed Rates may be recovered by Distress.

47. Any Number of Names and Sums may be included in any Warrant of Distress or Notice obtained or given by the Company for any of the Purposes of this Act, and may be stated either in the Body of the Warrant or Notice, or in a Schedule thereto.

Several Names in One Warrant.

48. Any Justice who issues any such Warrant of Distress may order that the Costs of the Proceedings for the Recovery of such Rate or Sum shall be paid by the Person liable to pay such Rate or Sum; and such Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of such Rate or Sum.

Costs of Distress.

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

Penalties not cumulative.

50. The Company and the Local Board of Health of the District of *Bishop Auckland* may from Time to Time enter into Contracts for supplying the said District or any Part or Parts thereof, or any Person or Persons therein, with Water, upon such Terms and Conditions and for such Purposes as shall be mutually agreed upon between the Company and the said Local Board.

Power to enter into Contracts with the Bishop Auckland Local Board of Health.

51. In laying down, making, executing, and subsequently maintaining and repairing any Mains and Pipes or other Works of the Company upon, along, across, or under or by the Side of the *North-eastern Railway* or the *West Durham Railway* as respectively shown

Works affecting the North-eastern and West Durham

[Local.]

51 A

on

The Weardale and Shildon District Waterworks Act, 1866.

Railways
to be done
under the
Inspection
of their
respective
Engineers.

on the deposited Plans, and wheresoever elsewhere the same or any of them shall interfere with, or be upon, across, or under, or by the Side of, the said Railways or either of them, or of the Works or Property of the *North-eastern* Railway Company or the *West Durham* Railway Company respectively, the Company shall lay down, make, execute, and subsequently maintain and repair the same, and all Excavations and Works necessary for those Purposes, or any of them, under the Direction and Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *North-eastern* Railway Company or of the *West Durham* Railway Company, as the Case may be, and shall pay and make good to the *North-eastern* Railway Company or to the *West Durham* Railway Company, as the Case may be, all Losses, Costs, Charges, Damages, and Expenses whatsoever which such Company shall sustain, pay, expend, or be put to by, in, about, or in consequence of laying down, making, and executing the said Mains, Pipes, and other Works upon, along, across, or under or by the Side of such Railway and Property, or any Part thereof, and of the subsequent Maintenance and Repair thereof, or of any such Works, or of any other Injury caused by the Works of the Company or the Use thereof, or by the bursting of any Pipe, or Reservoir, or otherwise howsoever, to the said Railways, or the Works or Traffic thereof, or other the Property of the said Railway Company; and in case of any Difference between the Engineer of the Company and the Engineer of the *North-eastern* Railway Company, or of the *West Durham* Railway Company, as to any of the Matters aforesaid, the same shall in either Case be determined by Arbitration in the Manner prescribed by the Clauses of "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration, and for such Purposes those Clauses shall be incorporated with and be Part of this Act: Provided always, that nothing in this Act contained shall enable the Company in any way to interfere with any Station, Station House, Engine Shed, Warehouse, Shop, or other Building of the *North-eastern* Railway Company, or of the *West Durham* Railway Company, without the Consent of such Company in Writing in every Case first obtained.

Expenses of
Act.

52. All the Costs, Charges, and Expenses of and attending the applying for, obtaining, and passing this Act, and incidental thereto, shall be paid by the Company.

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