



ANNO TRICESIMO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## *Cap. xx.*

An Act for better supplying with Water Part of the Parish of *Fisherton Anger* and the Tything of *Bemerton* in the County of *Wilts*.

[3d *May* 1867.]

**W**HEREAS it is expedient that Works should be constructed for the Supply of Water to that Part of the Parish of *Fisherton Anger* in the County of *Wilts* which is not within the Borough of *New Sarum*, and to the Tything of *Bemerton* in the Parish of *Fugglestone Saint Peter* in the said County: And whereas Plans and Sections of the proposed Waterworks showing the Line and Levels thereof, with a Book of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands through and upon which the Works are proposed to be constructed, have been deposited at the Office of the Clerk of the Peace for the County of *Wilts*, and are herein-after referred to as the deposited Plans, Sections, and Book of Reference: And whereas the several Persons herein-after named, and others, are willing at their own Expense to construct the said Works, but they cannot do so 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

[*Local.*]

3 G

Advice

*The Fisherton Anger and Bemerton Waterworks Act, 1867.*

Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title. 1. This Act may be cited for all Purposes as “The *Fisherton Anger and Bemerton Waterworks Act, 1867.*”

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 Act, 1845,” Parts I. and III. of “The Companies Clauses Act, 1863,” relating respectively to “Cancellation and Surrender of Shares,” and to “Debenture Stock;” “The Lands Clauses Consolidation Act, 1845,” “The Lands Clauses Consolidation Acts Amendment Act, 1860,” and “The Waterworks Clauses Acts, 1847 and 1863,” are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Interpreta-  
tion 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; the Expression “the Company” shall mean the Company incorporated by this Act; the Expression “the Waterworks” or “the Undertaking” shall mean the Works by this Act authorized; and the Expression “Superior Courts” or “Court of competent Jurisdiction,” or any other like Expression in this Act or any Act wholly or partially incorporated herewith, 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.

Limits of  
Act.

4. The Limits of this Act shall comprise and include so much of the Parish of *Fisherton Anger* in the County of *Wilts* as is not within the existing Boundaries of the Borough of *New Sarum*, and the Tything of *Bemerton* in the Parish of *Fugglestone Saint Peter* in the said County.

Company in-  
corporated.

5. *John Alfred Lush M.D., Henry James Fowle Swayne, Matthew Henry Marsh, Beverley Robinson, John Harding Jackson,* 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 *Fisherton Anger and Bemerton 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



*The Fisherton Anger and Bemerton Waterworks Act, 1867.*

Purposes of this Act, and their Undertaking shall be called "The Fisherton Anger and Bemerton Waterworks."

6. Subject to the Provisions of this Act, the Company may make and maintain in the Lines and according to the Levels shown on the deposited Plans and Sections the Waterworks herein-after described, with all proper Works and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Book of Reference as may be required for that Purpose. The Waterworks herein-before referred to and authorized by this Act, and which will be wholly situate in the County of *Wilts*, are,

Power to  
make Water-  
works.

A Reservoir to be situate in the Parish of *Fisherton Anger* upon a Field called *Highfield* belonging to and in the Occupation of *Abraham Thomas Adlam* :

A Pumping Station in and upon Land in the said Parish of *Fisherton Anger* belonging to *William Corbin Finch* Esquire, Doctor of Medicine, and in the Occupation of *William Corbin Finch* and *John Alfred Lush* :

A Main Pipe or Aqueduct to commence from and out of the said Reservoir, to pass thence through or into the several Parishes and Places following; (that is to say,) the Parish of *Fisherton Anger* and the Tything of *Bemerton* in the said Parish of *Fugglestone Saint Peter*, and to terminate in the said Parish of *Fisherton Anger* towards the East at the Boundaries of the said Borough of *New Sarum*, and in the said Tything of *Bemerton* at the North-west Corner of a Brickyard in the Occupation of *Reuben Cook* :

A Main Pipe or Aqueduct to be wholly situate in the said Parish of *Fisherton Anger*, to connect the said Reservoir and Pumping Station :

All needful Sluices, Weirs, Drains, Aqueducts, Filtering Beds, Steam Engines, Pipes, Drains, Approaches, and other Works.

7. In constructing the said Works, or any of them, the Company may, notwithstanding any Provisions in the Waterworks Clauses Acts, deviate to any Extent not exceeding the Limits of Deviation shown on the said Plans, and may also deviate from the Levels shown on the deposited Sections to any Extent not exceeding Three Feet in respect of the Reservoir, and in respect of the Aqueducts not exceeding Five Feet.

Power to  
deviate.

8. The Company may take, use, and appropriate for the Purposes of the said Works all such Springs as may be found in, upon, or under any Lands to be acquired or held by the Company under the Powers of this Act.

Power to  
appropriate  
Streams.

9. All

*The Fisherton Anger and Bemerton Waterworks Act, 1867.*

Owners may grant Easements.

9. All Persons empowered by "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," respectively, to sell and convey or release Lands, shall have full Power, if they think fit, to grant to the Company, subject to the Provisions of those Acts respectively, in Fee and in consideration of any yearly or other Rent or otherwise, any Easement, Right, or Privilege in, over, or affecting any Lands by this Act authorized to be taken or held by the Company, and which are requisite for the Purposes of the Undertaking.

Application of 8 & 9 Vict. c. 18. and 23 & 24 Vict. c. 106. to Easements.

10. For the Purposes of this Act the several Provisions of "The Lands Clauses Consolidation Act, 1845," and of "The Lands Clauses Consolidation Acts Amendment Act, 1860," with respect to Lands and Rentcharges, so far as the same respectively are applicable in that Behalf, shall extend and apply to Easements and Rentcharges reserved by Grants and Leases of Easements respectively.

For Protection of Great Western Railway Company.

11. For the Protection of the *Great Western* Railway Company (in this Section called the *Great Western* Company) the several Provisions following shall have full Effect :

- (A) The Main Pipe or Aqueduct firstly described in this Act shall be made and maintained in the Roadway under the *Great Western* Company's Arch shown on the deposited Plans and Sections at such a Depth and in such a Manner as not to injuriously interfere with the said Archway or Bridge, or the Foundations thereof, and if required so to do by the Engineer of the *Great Western* Company, the Company shall underpin or otherwise strengthen the said Archway or Bridge, and failing their doing so within Twenty-four Hours after receiving Notice in Writing under the Hand of the Secretary of the *Great Western* Company, requiring them so to do, then the *Great Western* Company, their Officers and Servants, may underpin and strengthen the same at the Expense of the Company :
- (B) The said Main Pipe or Aqueduct shall also be made and maintained in the Roadway carried over the Railway of the *Great Western* Company by the Bridge shown on the deposited Plans and Sections, but in making or maintaining the said Main Pipe or Aqueduct the Company shall not cut into or injuriously interfere with any of the Brickwork or other Works of the Bridge :
- (C) The Main Pipe or Aqueduct secondly described in this Act shall be carried under the Railway of the *Great Western* Company at the level Crossing on that Railway shown on the deposited Plans and Sections by means of a Culvert of sufficient



*The Fisherton Anger and Bemerton Waterworks Act, 1867.*

sufficient Dimensions to admit of the said Pipe or Aqueduct being relaid or repaired without any Interference with the Railway, and the Top of the Culvert shall in no Case be nearer to the Bottom of the Rails of the said Railway than Two Feet :

- (D) Those Works respectively shall be made and maintained of such Dimensions, in such Lines, on such Levels, and in such Manner as not in any Degree to obstruct or prejudice any Part of the *Great Western* Company's Railway, Works, or Conveniences :
- (E) In order thereto the Company from Time to Time shall submit to the *Great Western* Company's principal Engineer a proper and sufficient Description, Plan, Sections, and Specification of such Parts of each of those Works respectively as are to be made within Thirty-five Feet of the *Great Western* Company's Railways, Works, or Lands, for his Consideration and reasonable Approval thereof ; and if in any Case he does not within One Month after the Delivery thereof to him approve the same, with such Modifications, if any, thereof as he reasonably requires, and sign the same, in testimony of his Approval thereof, and deliver the same so signed to the Engineer of the Company, or if the Company object to any Modification thereof required by him, then they may submit the same to a competent and impartial Civil Engineer appointed on the Application of the Two Companies, or either of them, by the Board of Trade, for his Consideration and reasonable Approval thereof, his Approval to be in like Manner tested by his Signature ; and the Company shall not begin the Execution of any of the Works so shown on the respective Plan unless and until the same, with the Sections and Specification thereof, are so approved :
- (F) Those Works respectively, so far as they directly or indirectly affect any Part of the *Great Western* Company's Railways, Works, and Conveniences, shall be made and maintained by and at the Expense of the Company (except as herein-after mentioned), in accordance with the Plans, Sections, and Specifications so approved, and under the Superintendence and to the Satisfaction of the *Great Western* Company's principal Engineer, who from Time to Time may at the Expense of the Company appoint and employ such Inspectors and Watchmen to superintend the Execution of the Works, and to secure the Safety of the *Great Western* Company's Railway, and the Non-interruption of the Traffic thereon, as he thinks proper :

[*Local.*]

3 H

(G) The



*The Fisherton Anger and Bemerton Waterworks Act, 1867.*

- (G) The *Great Western* Company, if and when they think fit, may execute for and at the Expense of the Company all or any of those Works respectively which are to be made and maintained in, upon, or within Thirty-five Feet from any Part of their Railways, Works, Conveniences, and Lands:
- (H) The Company shall not, without the Consent of the *Great Western* Company, testified by Writing signed by their Secretary, acquire any Part of their Land or Property; but if and when any Part of the Company's Works is to be executed in or upon any Land of the *Great Western* Company, the Company may acquire an Easement or Right of making and maintaining the Work in that Land in such a Manner as not to prejudice any Part of the *Great Western* Company's Railway, Works, and Conveniences.

Saving Rights of *Great Western* Railway Company.

12. Except only as is by this Act expressly provided, this Act or anything herein contained shall not take away, lessen, or prejudicially affect any of the Estates, Rights, Interests, Powers, and Privileges of the *Great Western* Railway Company.

Works affecting *Salisbury* and *Yeovil* Railway to be constructed to Satisfaction of Engineer of *London* and *South-western* Company.

13. All Works to be constructed under the Powers of this Act upon, across, over, or under, or in any way affecting the Lines, Works, or Lands of or held with the *Salisbury and Yeovil* Railway, and all Alterations and Repairs thereof respectively, shall be constructed and maintained by and at the Cost of the Company, but to the reasonable Satisfaction and under the Superintendence of and in such Manner as shall reasonably be required by the principal Engineer for the Time being of the *London and South-western* Railway Company, and so as not to cause any Injury or Damage to or Interference with the said Railway or the Works thereof, or the Passage of Traffic thereon, and the Expense of such Superintendence shall be borne by the Company.

No Lands of *South-western* Company to be acquired.

14. Notwithstanding anything in this Act contained, the Company shall not, for the Purpose of constructing or maintaining their Works, or any of them, or any Works connected therewith, acquire any Ownership of or in any Land or Property of, or leased by, the *London and South-western* Railway Company, or which they are authorized to acquire or lease, but only such an Easement as shall be sufficient to enable the Company to construct and maintain and use the Works by this Act authorized.

In case of Injury of *Salisbury* and *Yeovil* Railway

15. If by reason of any of the Works of the Company, or the Failure of any such Works, the *Salisbury and Yeovil* Railway or any of its Works shall be injured or damaged, such Injury or Damage shall

*The Fisherton Anger and Bemerton Waterworks Act, 1867.*

shall be forthwith made good by the Company at their own Expense, or in the event of their failing to do so, then the *London and South-western Railway Company* may make good the same and recover the Expense thereof, with full Costs against the Company in any Court of competent Jurisdiction; and if any Interruption shall be occasioned to the Traffic over that Railway by reason of any of the Works or Proceedings, or Failure of the Works of the Company, the Company shall, on Demand, pay to the *London and South-western Railway Company* all Costs and Expenses to which they may be put, as well as full Compensation for the Loss and Inconvenience sustained by them by reason of any such Interruption, such Costs and Expenses and Compensation to be recovered with full Costs as aforesaid.

Company to  
make Com-  
pensation.

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

Capital.

17. 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.

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

Calls.

19. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Seven hundred and fifty Pounds, but no Part thereof shall be borrowed until the whole Capital of Three 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 such Capital has been subscribed for, 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 in such Capital 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 a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Power to  
borrow on  
Mortgage.

20. All



*The Fisherton Anger and Bemerton Waterworks Act, 1867.*

Monies  
borrowed on  
Mortgage  
to have  
Priority.

**20.** 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 all 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 always, that such Priority shall not prejudice or affect any Claim 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 any Claim or Lien of any Vendor for the unpaid Purchase Money of any Land taken by the Company for the Purposes of the Waterworks.

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

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

Debenture  
Stock.

**22.** The Company may create and issue Debenture Stock.

Application  
of Money.

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

First  
Ordinary  
Meeting.

**24.** The First Ordinary Meeting of the Company shall be held within Three Months after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* or *March* and of *August* or *September* in every Year.

Quorum of  
General  
Meetings.

**25.** The Quorum of General Meetings of the Company shall be Five Shareholders present personally or by proxy, holding in the aggregate not less than Three hundred Pounds in the Capital of the Company.

Number  
of Directors.

**26.** The Number of Directors shall be Five.

Qualification  
of Directors.

**27.** The Qualification of a Director shall be the Possession in his own Right of not less than Ten Shares.

Quorum.

**28.** The Quorum of a Meeting of Directors shall be Three.

**29.** *John*



*The Fisherton Anger and Bemerton Waterworks Act, 1867.*

**29.** *John Alfred Lush M.D., Henry James Fowle Swayne, Matthew Henry Marsh, Beverley Robinson, and John Harding Jackson* 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; and at that Meeting the Shareholders present in person 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 in person or by proxy shall 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.

**30.** The Company may purchase by Agreement and hold any Quantity of Land not exceeding Three Acres which they may require in addition to the Lands herein-before authorized to be taken for the Purposes of this Act.

Lands for  
additional  
Purposes.

**31.** 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.

Powers for  
compulsory  
Purchases  
limited.

**32.** The Waterworks shall be completed within Four Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for constructing the Waterworks, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Period for  
Completion  
of Works.

**33.** The Company shall, at the Request of the Owner or Occupier of any private Dwelling House, or Part of a private Dwelling House, in any Street in which any Water Pipe of the Company shall be laid, or on the Application 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 (which Term "domestic Purposes" shall include a Supply of Water to One Watercloset, but not to a Bath), furnish to such Owner or Occupier, or other Person, a sufficient Supply of Water for domestic Uses, at yearly Rates not exceeding Seven Pounds *per Centum* upon the annual Rackrent or Value of such Dwelling House, or Part of a Dwelling House:

Rates at  
which Water  
is to be sup-  
plied for  
domestic  
Purposes.

[Local.]

3 I

Provided

*The Fisherton Anger and Bemerton Waterworks Act, 1867.*

Provided always, that the Company shall not be obliged to furnish any such Supply for any less Sum than Twopence *per Week* :

For any Watercloset beyond the first, and for any private Bath in any private Dwelling House or Part of such Dwelling House, or appurtenant thereto, there shall be paid, in addition to the before-mentioned Rates (but subject nevertheless to the Proviso next herein-after contained), the following Rates ; that is to say,

For every Watercloset beyond the first, any Sum not exceeding Five Shillings *per Annum* :

For every Bath, any Sum not exceeding Ten Shillings *per Annum*.

Incoming  
Tenant not  
liable for  
Arrears of  
Water Rate.

**34.** If any Consumer leaves the Premises where Water was supplied to him without paying to the Company the Water Rate due from him, the Company shall not be entitled to require from the next Tenant of the Premises Payment of the Arrears left unpaid by the former Tenant, unless the incoming Tenant had agreed with the defaulting Consumer to pay the Arrears.

Regulations  
as to Water-  
closets and  
private  
Baths.

**35.** Provided also, that the Company shall not be compellable to supply with Water any Watercloset or private Bath, or the Pipes or Apparatus connected therewith respectively, unless the same shall be so constructed and used as to prevent the Waste, Misuse, or undue Consumption of Water of the Company, and the Flow or Return of foul Air, or other noisome or impure Matter, into the Mains or Pipes of the Company, or into any Pipes connected or communicating therewith, nor any private Bath which shall be so constructed as to contain when filled for use more than Fifty Gallons of Water.

Regulations  
to be made  
for prevent-  
ing Waste of  
Water.

**36.** The Company may from Time to Time make such Regulations as shall be necessary or expedient for the Purpose of preventing the Waste or Misuse of Water, and therein amongst other Things may prescribe the Size, Nature, and Strength of the Pipes, Cocks, Cisterns, and other Apparatus whatsoever to be used, and may interdict any Arrangements and the Use of any Pipes, Cocks, Cisterns, or other Apparatus which may tend to such Waste or Misuse as aforesaid.

Water need  
not be under  
Pressure.

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

Water may  
be supplied  
by Agree-  
ment.

**38.** The Company may supply any Person with Water for any Purpose in respect of which no special Rates are by this Act granted for such Remuneration and upon such Terms and Conditions as shall be agreed upon between the Company and the Person desiring such Supply.

**39.** If



*The Fisherton Anger and Bemerton Waterworks Act, 1867.*

**39.** If and whenever any House, Building, or Premises which shall have been supplied with Water by the Company shall be unoccupied, the Company, their Agents, Servants, or Workmen, after giving Twenty-four Hours previous Notice to the Owner by serving the Notice on him, or leaving the same at his usual Place of Abode, or if the Owner or his usual Place of Abode be, after due Inquiry; not known, by affixing the same for Three Days on some conspicuous Part of such House, Building, or Premises, may enter into such House, Building, or Premises between the Hours of Nine o'Clock in the Forenoon and Four o'Clock in the Afternoon, and remove and carry away any Pipe, Meter, Fittings, or other Works the Property of the Company.

Company may remove Pipes from unoccupied Premises on giving Notice to the Owners.

**40.** In case any Person who shall have been supplied with Water by the Company, or who shall be liable to Payment in respect of a Supply of Water under or by virtue of the Provisions of this Act, shall neglect or refuse to pay the Amount due in respect of such Supply for the Space of Fourteen Days after Demand thereof by the Company, their Agent or Collector, it shall be lawful for any Justice having Jurisdiction where such Person shall then reside, or where such Water shall have been supplied, to issue his Summons to such Person, requiring him to appear before Two Justices having Jurisdiction as aforesaid, at a Time and Place named, then and there to show Cause why the Sum so demanded should not be paid; and if on the Appearance of such Person, or in default of his Appearance, after Proof of the Service of the Summons, either personally or at the last known Place of Abode or of Business of such Person, no sufficient Cause shall be shown to the contrary, it shall be lawful for such Two Justices to issue their Warrant of Distress for the Seizure and Sale of the Goods and Chattels of such Person for the Recovery of the Amount which may be proved before such Justices to be due from such Person, together with such Costs as to such Justices shall seem just and reasonable.

Recovery of Charges for the Supply of Water.

**41.** Where any Person fails to pay any Water Rate or other Sum due to the Company, the Company may recover the same, with full Costs of Suit, in any Court of competent Jurisdiction, and the Remedies of the Company under this Enactment shall be in addition to their other Remedies in that Behalf.

Recovery of Sums by Action.

**42.** Any Summons or Warrant issued for any of the Purposes of this Act may contain in the Body thereof, or in a Schedule thereto, several Names and several Sums.

Several Sums in One Summons.

**43.** Any Justice who issues any Warrant of Distress for any of the Purposes of this Act may order that the Costs of the Company of and incident to the Recovery of the Money to be levied shall be paid by

Costs of Distress.

---

*The Fisherton Anger and Bemerton Waterworks Act, 1867.*

---

by the Person liable to pay the Money, and the Costs shall be ascertained by the Justices, and shall be included in the Warrant of Distress for the Recovery of the Money.

Penalties on  
the Company  
not cumula-  
tive.

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

Expenses of  
Act.

45. 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.

---

LONDON :

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1867.