



CHAP. cxcvi.

An Act for better supplying with Water the borough of A.D. 1871.
Bridgwater and other places in the county of Somerset.

[14th August 1871.]

WHEREAS the supply of water to the borough of Bridgwater and places in the surrounding district is inadequate for the wants of the inhabitants, and it is expedient to increase and improve the present supply, and for that purpose to make and maintain the works herein-after described :

And whereas the persons herein-after named, with others, are willing, at their own expense, to provide such increased and improved supply, and to make and maintain the said works, and it is expedient that powers be conferred upon them for those purposes :

And whereas plans and sections showing the lines and levels of the waterworks and the lands to be taken for the purposes thereof, and a book of reference containing the names of the owners and lessees, or reputed owners and lessees, and occupiers of those lands, have been deposited with the clerk of the peace for the county of Somerset :

And whereas the objects of this Act cannot be attained 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 Bridgwater Short title. Waterworks Act, 1871."

2. "The Companies Clauses Consolidation Act, 1845," Part 1 of Provisions of
"The Companies Clauses Act, 1863," The Lands Clauses Consoli- general Acts
[Local.-196.] A 1 herein

[Ch. cxcvi.] *The Bridgwater Waterworks* [34 & 35 VICT.]
Act, 1871.

A.D. 1871. dation Acts, 1845, 1860, and 1869, and The Waterworks Clauses
named incor- Acts, 1847 and 1863, are (except where expressly varied by this Act)
porated. incorporated with and form part of this Act.

Interpreta- **3.** In this Act the several words and expressions to which
tion of terms. meanings are assigned by the Acts wholly or partially incorporated
herewith have the same respective meanings, unless there be some-
thing in the subject or context repugnant to such construction; the
expression "the Company" means the Company incorporated by
this Act; the expressions "the works," "the waterworks," and
"the undertaking" mean respectively the waterworks and under-
taking by this Act authorised; the word "street" in the Water-
works Clauses Act, 1847, shall extend to and include railways and
other works of a like nature; 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 **4.** The limits of this Act for the supply of water shall be the
Act. towns, parishes, and places of Over Stowey, Nether Stowey, Asholt,
Fiddington, Charlinch, Spaxton, Cannington, Enmore, Durleigh,
Goathurst, Wembdon, Chilton Trinity, North Petherton, Huntworth,
Westonzoyland, Chedzoy, Bawdrip, Cossington, Woolavington,
Puriton, Pawlett, Huntspill, Highbridge, Otterhampton, and Bridg-
water, all in the county of Somerset.

Company in- **5.** George Francis Carlyon-Simmons, Henry Samuel Freeman,
corporated. George Edward Brock, and all other persons and corporations who
have already subscribed or shall hereafter subscribe to the under-
taking, 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 Bridgwater 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.

Power to **6.** Subject to the provisions of this Act, the Company may make
make works and maintain, in the lines and according to the levels shown on the
according to deposited plans and sections, the works herein-after described,
deposited together with all proper mains, conduits, sluices, weirs, gauges,
plans. engines, wells, drains, cuts, pipes, approaches, embankments, filter-

ing beds, dams, culverts, shafts, bye-washes, works, and other conveniences connected therewith, and may enter upon, take, and use the lands delineated on the said plans and described in the deposited book of reference, and may divert, collect, and impound in the reservoir next herein-after described the waters of the Seven Wells Stream and Cockercombe Stream, and all such other streams, springs, and waters as flow into and through the site of the said reservoir, and as shall be found within the limits of deviation thereof marked upon the said deposited plans. The works herein-before referred to and authorised by this Act are:—

1. A reservoir, situate in the parish of Charlinch, in a meadow in the occupation of John Farthing, which meadow adjoins the south side of Radlet Common and the eastern side of the public road from Cuckolds Row to Radlet:
2. A conduit or line of pipes commencing in the parish of Spaxton at or near the junction of the Seven Wells Stream with the Cockercombe Stream, and terminating in the parish of Charlinch, at the reservoir herein-before described:
3. A conduit or line of pipes commencing on the southern side of Radlet Common, and terminating at the western side of the reservoir before described:
4. A conduit or line of pipes commencing out of the eastern side of the said reservoir, and terminating in the town and parish of Bridgwater at or near the point in St. John's Street where that street is crossed by the Bristol and Exeter Railway.

7. For the protection of the Bristol and Exeter Railway Company the several provisions following shall have full effect:

For the protection of the Bristol and Exeter Company.

- (a.) The conduit or line of pipes numbered 4 on the deposited plans, which is shown on those plans as terminating at the Bristol and Exeter Railway in the borough of Bridgwater, shall be carried under that railway at the point shown on the said plans and sections, and shall, where it affects otherwise the undertaking of the Bristol and Exeter Railway, be constructed only in such a manner as shall be approved by that Company's engineer, and so as to cause no interference with or obstruction to the maintenance or working of the said undertaking:
- (b.) The foregoing works shall be made and maintained of such dimensions and character, in such lines, on such levels, and in such manner as not in any degree to obstruct or prejudice any part of the undertaking of the Bristol and Exeter Railway Company, or any of the works and conveniences thereof or the traffic thereon:

A.D. 1871.

(c.) In order thereto, the Company shall from time to time submit to the Bristol and Exeter Railway Company's engineer proper and sufficient descriptions, plans, sections, and specifications of such parts of the works as will affect any part of the undertakings of the Bristol and Exeter Railway Company, for his consideration and reasonable approval; and if in any case he does not within two months 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, on application made to him for that purpose by such engineer, 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, to be appointed by agreement between the Company and the Bristol and Exeter Railway Company, or failing such agreement by the Board of Trade, for his consideration and approval, such approval in like manner to be testified by his signature; and the Company shall not begin the execution of any of the works so shown on the said plans unless and until the same, with the sections and specifications thereof, are so approved, and such approval of the Board of Trade shall be at the expense of the Company :

The foregoing works respectively, so far as they directly or indirectly affect any part of the undertaking of the Bristol and Exeter Railway Company, or any of the works connected therewith, 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 reasonable satisfaction of the Bristol and Exeter Railway Company's engineer, who from time to time may, at the expense of the Company, appoint and employ such necessary inspectors and watchmen to superintend the execution of the works, and to protect the undertaking of the Company, as he thinks proper :

(d.) The Bristol and Exeter Railway Company, if and when they think fit, may execute, for and at the expense of the Company, and from time to time repair and maintain, also at the expense of the Company, all or any of those works respectively which are to be made and maintained in or upon any part of the property of the Bristol and Exeter Railway Company; and if any dispute shall arise between the Company and the Bristol and Exeter Railway Company with regard to the

costs reasonably incurred by the Bristol and Exeter Railway Company in executing such works, the same shall be settled by arbitration in manner provided by "The Railway Companies Arbitration Act, 1859," and for the purposes of such arbitration the Company shall be taken and considered in every respect as if they were a railway company :

- (e.) The Company shall not, without the consent of the Bristol and Exeter Railway Company, testified by writing under their common seal, acquire any part of their lands or property ; but if and where any of the works of the Company authorised by this Act or any part thereof are to be executed in or upon any land of the Bristol and Exeter Railway Company, the Company may, subject to the provisions of this Act, acquire an easement or right of constructing and maintaining any such work on that land, in such manner as not to prejudice the Bristol and Exeter Railway Company or any of their works and property :
- (f.) The Bristol and Exeter Railway Company may at any time or times, if considered necessary or desirable by them to do so, alter or require the Company to alter the site or position of the said conduit or line of pipes No. 4 where it may be laid upon any property of the Bristol and Exeter Railway Company, but in so doing they shall cause as little obstruction to the flow of water in or through the same, and shall do as little injury to the said conduit or line of pipes, as they possibly can, and the expense of any such alteration shall be borne and paid in such proportions as may be agreed upon between the Company and the Bristol and Exeter Railway Company, or failing agreement as may be determined by arbitration in the manner aforesaid :

The Bristol and Exeter Railway Company shall not be liable to the Company for any loss or damage which the Company may sustain by reason of the position of any conduit, pipe, or other works which may be laid under the line or through the property of the Bristol and Exeter Railway Company, nor by reason of any operation or operations of the Bristol and Exeter Railway Company in the maintenance or alteration of their railway or works, nor in the event of accident to a train, or to any engines, carriages, or waggons on the Bristol and Exeter Railway, by or in consequence of which respectively any damage or injury is done to any aqueduct, culvert, pipe, or other works of the Company, or whereby the flow of water in or through the said culvert or pipe is impeded or stopped.

A.D. 1871.

In case of
injury to
railways of
Bristol and
Exeter Com-
pany.

8. If by reason of any of the works of the Company, or the failure of any such works, the railway of the Bristol and Exeter Railway Company, or any of the works thereto belonging, shall be injured or damaged, such injury or damage shall be forthwith made good by the Bristol and Exeter Railway Company, at the expense of the Company, and the Bristol and Exeter Railway Company may recover the expense thereof, with costs at the discretion of the court, against the Company in any court of competent jurisdiction; and if any interruption shall be occasioned to the traffic over the said 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 Bristol and Exeter Railway Company all costs and expenses to which they may be put, as well as full compensation for the loss sustained by them by reason of any such interruption, such costs and expenses and compensation, if not so paid, to be recovered, with costs, as aforesaid.

Saving
rights of
Bristol and
Exeter Rail-
way Com-
pany.

9. 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 Bristol and Exeter Railway Company.

Limits of
lateral and
vertical de-
viation.

10. In constructing the works authorised by this Act, the Company may deviate laterally to any extent within the limits of lateral deviation shown on the deposited plans, and the Company may deviate vertically from the levels shown on the deposited sections to any extent not exceeding five feet upwards or seven feet downwards.

Penalty for
fouling
water.

11. If any person, after the passing of this Act, does any of the following things; that is to say,

Bathes in the reservoirs or other waterworks belonging to the Company, or washes, throws, or causes to enter any cattle, dog, or other animal;

Throws, places, or deposits any rubbish, dirt, filth, or other noisome thing into the reservoirs or waterworks, or into the Seven Wells Stream or Cockercombe Stream, from which water is taken by the Company, or washes or cleanses therein any cloth, wool, leather, or skin of any animal, or any clothes or other thing;

Causes the water of any sink, sewer, drain, or other filthy water belonging to him or under his control, or any water carrying refuse from any manufactory or work, to run or be brought into the reservoirs or waterworks, or into the aforesaid streams, or does any other act whereby the water of the Company is fouled;

he shall be liable to a penalty not exceeding five pounds, and in the case of the last-mentioned offences or any of them to a further penalty not exceeding forty shillings for every day, if more than one, on which such offence is continued.

A.D. 1871.

12. The corporation of Bridgwater, or their officer duly authorised, shall have access to the reservoirs and works of the Company, for the purpose of seeing that the water is not fouled or contaminated, and in the event of the water being fouled or contaminated the corporation shall give notice thereof to the Company, and if the Company fail to take steps for promptly preventing the same the corporation may take such steps, and recover any penalty, at the expense of the Company.

Corporation of Bridgwater may inspect waterworks.

13. For the protection of the estates of the trustees under the will of the late Right Honourable Henry Baron Taunton of Taunton, and of the trustees of the Pawlett estates, under an indenture of settlement dated the 17th day of May 1864, being a settlement of certain estates of the Right Honourable Charles Frederick Ashley Cooper Ponsonby Baron de Mauley, the following provisions shall be in force and have full effect; that is to say,

Provision for protection of Taunton and other estates.

(a.) The trustees acting under the will of the late Lord Taunton shall sell to the Company at agricultural value sufficient land for a reservoir or reservoirs in the Cockercombe Valley to the westward of the eastern boundary of the close of land numbered 346 on the tithe map of Over Stowey, with proper approaches thereto, and the right of laying down a pipe or pipes from such reservoir or reservoirs to the reservoir at or near Radlet Common, or to or from such other point or points on the works of the Company as may be convenient:

(b.) An engineer or two engineers, and an umpire, shall be appointed in manner herein-after mentioned, to determine the average delivery for each month of the Cockercombe and the Seven Wells Streams respectively at the points at which the abstraction of the water is contemplated by this Act, such delivery to be determined by twenty-six gaugings at each point fortnightly for twelve months, commencing at the date of the appointment of such engineer or engineers; the average delivery at these two points during the driest eight consecutive months in the year to be estimated from the data to be so obtained, regard being had to the amount of rainfall during such months, as compared with the amount of rainfall during the same months in the ten preceding years:

(c.) The Company shall be at liberty to impound for their own use all water delivered by the Cockercombe and Seven Wells

A.D. 1871.

Streams respectively which shall be in excess of such average amount, but when the delivery shall fall short of such average amount no part of those streams or either of them shall be taken by the Company for their use, but the whole volume of such streams shall flow without detention of any kind and as far as possible in the natural channel of the same streams :

- (d.) Any such reservoir or reservoirs as may be constructed in the Cockercombe Valley shall be formed with a due regard to the ornamental character of the adjoining property, and the exclusive rights of fishing and shooting therein and thereon, and of stocking the same with trout, shall be reserved by the trustees of the will of the late Lord Taunton :
- (e.) The Company shall not, unless with the consent of the same trustees or of the owner or owners for the time being of the mansion called Quantock Lodge, erect or permit to be erected on any land acquired by them from the trustees any cottage or other dwelling-house, so long as the trustees and their successors, or the owner or owners for the time being of Quantock Lodge, shall, when required by the Company, provide a suitable cottage at a reasonable rent for the residence of any person employed by the Company to take charge of the reservoirs or regulate the flow of water therefrom : Provided always, that no person so employed by the Company shall be allowed to occupy the cottage so provided after his conviction of any trespass or other punishable offence :
- (f.) All questions as to the site of the reservoirs and pipes, and as to the gauges or other means of ascertaining the flow of water in the said streams, and of insuring such flow of water as is herein-before provided, shall be decided by the engineer or engineers or their umpire, to be respectively appointed as herein-after mentioned ; and all such reservoirs and pipes, and gauges and all other works, the construction of which shall be directed by such engineer or engineers or umpire as aforesaid, shall be constructed and laid down and for ever thereafter maintained by and at the expense of the Company ; and the trustees of the said estates, or the person or persons for the time being entitled to receive the rents and profits of the same respectively, or their respective agents, and any owner or occupier of any mill or other work upon the streams below the points of abstraction, by himself or his agent, shall at all reasonable times be at liberty to inspect the said gauge or gauges or other means of ascertaining such flow of water, to be so provided as aforesaid, without charge or impediment of

any kind on the part of the Company: Provided always, that if in the execution of the works hereby authorised the supply of water now enjoyed by the occupier of Quantock Lodge for the residence, stables, gardens, and laundry, or any or either of them, shall be affected or interfered with, a compensating supply shall be provided, by and at the expense of the Company, to the satisfaction of the engineer or engineers or their umpire, to be so respectively appointed as herein-after provided: Provided also, that nothing herein contained shall authorise the Company to abstract any water from the stream called the Spaxton Stream, or from any stream or streams other than the Seven Wells and Cockercombe Streams: Provided also, that the Company shall not obtain or attempt to obtain from any well or wells whatever any increase to the supply of water intended for the purposes of this Act:

- (g.) The trustees under the will of the late Lord Taunton, and the trustees of the said indenture of the 17th day of May 1864, on the one hand, and the Company on the other hand, shall appoint an engineer, or one engineer shall be appointed by the said trustees and another engineer shall be appointed by the Company, and such engineers shall, before they proceed to consider the matters in question, appoint an umpire, and the decision of such engineer or engineers, or in case they differ the decision of their umpire, on all or any or either of the matters and things herein-before directed to be decided by the engineer or engineers or umpire to be so appointed, shall be final and conclusive; and the costs of such engineer or engineers and umpire shall be borne by the Company: If either party refuse or neglect to appoint an engineer for fourteen days after receiving from the other party notice in writing so to do, the engineers of such other party may proceed to decide finally all or any of the questions aforesaid, or if the engineer to be so appointed shall for fourteen days after the appointment of such one of them as shall have been last appointed refuse or neglect to nominate an umpire, it shall be lawful for the Board of Trade, on the application of the trustees or of the Company, to nominate such umpire:
- (h.) In case the Company shall take or impound or continue to take or impound any water which, according to the provisions of this Act, ought to be allowed to flow in the natural stream or streams as aforesaid, after notice has been given to desist from such taking or impounding, by the said several trustees or any or either of them, or by the person or persons for the time being entitled to receive the rents and profits of the respective

[Ch. cxcvi.] *The Bridgwater Waterworks* [34 & 35 VICT.]
Act, 1871.

A.D. 1871.

trust estates, or by any owner, lessee, or occupier of any mill or other work on the said streams or either of them, or by their or his agent, the Company shall forfeit and pay, by way of penalty, to the person or persons by whom or on whose behalf such notice as aforesaid shall have been given, the sum of ten pounds for every day or part of a day during which the Company shall continue to take such water as aforesaid; but this provision shall not operate so as to defeat the right or rights, at law or in equity, of any person or persons who may be damaged by any act or default of the Company.

Capital.

14. The capital of the Company shall be twenty-four thousand pounds, in two thousand four hundred shares of ten pounds each.

Shares not to issue until one fifth paid up.

15. 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.

Calls.

16. 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 three fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipts for disqualified persons.

17. If any money be payable to any shareholder being a minor, idiot, or lunatic, the receipt of his or her guardian or committee shall be a sufficient discharge to the Company for the same.

Power to borrow on mortgage.

18. The Company may from time to time borrow on mortgage any sum not exceeding in the whole six thousand pounds, but no part thereof shall be borrowed until the whole capital of twenty-four 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 40th 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 shall be sufficient evidence thereof. A.D. 1871.

19. 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 authorise 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 is made shall not be less than one thousand pounds in the whole. Arrears may be enforced by appointment of a receiver.

20. All moneys raised under this Act, whether by shares or borrowing, shall be applied for the purposes of this Act only. Application of moneys.

21. The first ordinary meeting of the Company shall be held within nine months after the passing of this Act. First ordinary meeting.

22. The number of directors shall be not more than five nor less than three. Number of directors.

23. The qualification of a director shall be the possession in his own right of not less than twenty shares. Qualification of directors.

24. No person shall be disqualified as a director by being a commissioner or a trustee under any Act of Parliament, or members of any municipal corporation or local board for any public purposes within the limits of this Act, or mortgagee of rates or justice of the peace for the division within which the works may be situate; and no shareholder of the Company shall be disqualified as such commissioner, trustee, or member by reason of any contract between the Company and the commissioners, trustee, corporation, or local board: Provided always, that no commissioner, trustee, or member who is a director or shareholder shall act or vote at any meeting of such commissioners, trustees, corporation, or board, or at any committee appointed by such commissioners, trustees, corporation, or board, on any question or with reference to any matter in which such director or shareholder has direct or indirect interest as a shareholder. Directors not to be disqualified by being commissioners under Local Acts.

25. 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.

26. George Francis Carlyon-Simmons, Henry Samuel Freeman, and George Edward Brock 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 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 First directors, and election of directors.

[Ch. cxcvi.] *The Bridgwater Waterworks* [34 & 35 VICT.]
Act, 1871.

A.D. 1871.

body of directors, or directors to supply the place of those not continued in office, or may appoint new directors, 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 (subject to the power herein-before contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office agreeable 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.

Quorum for general meetings.

27. The quorum of every general meeting of the Company, whether ordinary or extraordinary, shall be at least ten shareholders present in person or by proxy, holding in the aggregate not less than two thousand pounds in the capital of the Company.

Newspaper for advertisements.

28. The newspaper for advertisements relating to the Company shall be any newspaper published in the county of Somerset.

Number of shareholders who can require extraordinary meeting.

29. The number of shareholders on whose requisition an extraordinary meeting of the Company may be required to be convened shall not be less than ten shareholders holding in the aggregate not less than two thousand pounds in the capital of the Company.

Powers for compulsory purchases limited.

30. 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.

31. The works 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 making the works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed: Provided always, that, subject to the restrictions and provisions of this Act, the Company may from time to time alter, enlarge, and extend their engines, machinery, tanks, wells, mains, pipes, reservoirs, and other works in such way and manner as they may consider requisite or advisable for supplying water within the limits of this Act.

Lands for extraordinary purposes.

32. The Company may from time to time purchase by agreement, for the purposes of this Act, any quantity of land or any easements (not being a right of water in, over, or affecting any land,) which they may think requisite, provided that such land shall not exceed five acres, in addition to the land which they are by this Act authorised to take by compulsion.

33. The persons empowered by "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," to convey lands may, if they think fit, but subject to the provisions contained in those Acts with respect to land and rentcharges, grant to the Company for the purposes of this Act any lands which by this Act they are authorised to take, or the right of user thereof, or any other easement, liberty, privilege, power, or authority in or over any such lands, except an easement of water.

A.D. 1871.

Parties may grant easements.

34. Upon any sale by the Company under the provisions of "The Lands Clauses Consolidation Act, 1845," of any superfluous lands, or of any lands or hereditaments purchased by them under the powers of this Act, the Company may reserve to themselves all or any part of the water or water rights and other easements thereunto belonging, and may sell such lands and hereditaments, subject to such reservations, and also subject to such special conditions, restrictions, and provisions with reference to the use of water, and for preventing the exercise of noxious trades or businesses upon the premises, and for preventing or regulating the discharge and deposit of manure, sewage, and other impure matter and liquids, as they may think fit.

Restrictions may be imposed upon the sale of superfluous property.

35. The clauses and provisions of "The Waterworks Clauses Act, 1847," with respect to the breaking up of streets for the purpose of laying pipes, shall extend and apply to the opening and breaking up by the Company of any turnpike roads or other public highways or footways, or any public bridges, within the limits of this Act, and also to the laying down and placing of pipes, conduits, and other works in, under, and along the said roads, footways, highways, and bridges respectively.

Certain provisions of 10 & 11 Vict. c. 17. to extend to turnpike roads, &c.

36. If any difference shall arise between the Company and any railway, canal, or other company whose land or works it may be essential for the Company to cross in laying down, repairing, altering, or enlarging their mains, pipes, conduits, and other works from time to time, for the purposes of meeting the demands for water within their district, as to the mode of laying down, repairing, altering, or enlarging such mains, conduits, or pipes, or the facilities to be afforded for the same, the same shall (except as herein otherwise provided) be settled by an engineer to be appointed by the Board of Trade at the request of either Company.

As to mains crossing the works of a railway or other company.

37. Notwithstanding anything in "The Waterworks Clauses Act, 1847," contained or implied to the contrary, it shall not be incumbent on the Company to supply water under any degree of

Constant service and pressure.

A.D. 1871. pressure greater than can be afforded from the herein-before described reservoir in the parish of Charlinch.

Rates at which water is to be supplied for domestic purposes.

38. 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 service 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 (which shall include one watercloset), furnish to such owner or occupier or other person a sufficient supply of water for domestic use at any rate not exceeding six pounds per centum per annum upon the annual rackrent or value of the premises so supplied with water, but with respect to small houses or premises the annual rackrent or value of which shall not exceed five pounds, the Company shall only charge the reduced rate of one penny per week: Provided always, that it shall not be compulsory on the Company to afford a supply of water for a less period than twelve months.

Rates for waterclosets and baths.

39. If there be more than one watercloset in any such house, then, in addition to the rates before specified, the Company may demand in respect of each such house, for every watercloset beyond the first, an additional sum not exceeding five shillings per annum, and for every bath an additional sum not exceeding seven shillings and sixpence per annum, and such additional sums may be received with and as part of or recovered by the same means as the rate for the supplying 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 an increased rate in proportion to the size of such baths.

Rates for shipping.

40. The Company from time to time may demand and take from all persons requiring or taking water for the purpose of supplying shipping, the sum of one shilling for any quantity up to one hundred gallons, and the sum of sixpence for every additional one hundred gallons or any less quantity, and may require payment for the same in advance.

Gratuitous supply of water to four drinking fountains.

41. The Company shall, so long as they are required by the corporation of the borough of Bridgwater so to do, gratuitously supply with water any drinking fountains not exceeding four in the said borough.

For preventing fouling of water.

42. The Company shall not be compelled to supply any person with water for waterclosets or baths unless the apparatus or pipes provided or to be provided by such person shall be of such material and so constructed and used as to prevent the waste or undue consumption of the water of the Company, and the return of foul air or

noisome and impure matter into the mains or pipes belonging to or connected with the mains or pipes of the Company, nor shall they be compelled to supply water for any bath so constructed as to contain when filled for use more than fifty gallons of water. A.D. 1871.

43. The Company may from time to time supply any person, body, or corporation with water for any purposes for which no specific rates are by this Act limited, for such remuneration and upon such terms and conditions as shall be agreed upon between the Company and the corporation, body, or person desirous of having the supply. Water supplied by agreement.

44. The corporation and Market-house Trustees of Bridgwater, and any local board of health, town commissioners, trustees, surveyors, and other bodies and persons within the limits of this Act, shall have power to contract with the Company, and the Company may contract with such bodies and persons, for the supply of water, in bulk or otherwise, for any purpose whatsoever; and the said bodies and persons may appropriate and apply funds, and raise additional funds by rates or otherwise, for the purposes of such supply. Company may contract with local bodies as to supply of water.

45. The Company may, if they think fit, enter into agreements for the supply of water by measure to any consumer. Company may sell by measure.

46. Every person who shall wilfully, fraudulently, or by culpable negligence injure or suffer to be injured any meter, pipes, 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.

47. No meter, whether supplied by the Company or the consumer, shall be altered or repaired except under the direction or with the consent of the Company or the surveyor or other officer of the Company, and the Company shall be entitled to keep all meters which may be provided by the consumer in repair, at the cost of the consumer, at such moderate rate of remuneration as may be agreed on between the Company and the consumer, or in case of dispute as may be fixed by two justices. Meters not to be altered or repaired except under direction or with consent of Company.

48. No person shall be entitled under this Act to a supply of water for any purposes other than domestic purposes when the supply would interfere with the proper supply under this Act of water for domestic purposes. Domestic supply not to be prejudiced.

A.D. 1871.

Persons
using water
to provide
stopcock.

49. Every person supplied with water under the provisions of this Act shall, when required by the Company, provide and affix such proper tap, stopcock, or other apparatus to the pipe conducting the water from the works of the Company as the Company shall direct, and shall keep such tap, stopcock, or other apparatus in good repair, so as effectually to prevent the water from running to waste; and in case any such persons shall neglect to provide, when required by the Company, such tap, stopcock, or other apparatus, or to keep the same in good repair, it shall be lawful for the Company, or for any person acting under their authority, to cut off the pipe or turn off the water from the premises of such person, until such tap, stopcock, or other apparatus shall be provided or repaired, as the case may require.

Persons
using water
for water-
closets to
provide cis-
terns, &c.

50. Every person supplied with water under the provisions of this Act for the purposes of a watercloset shall, when required by the Company, provide a cistern, or such other apparatus as the Company may deem proper, to receive and retain the water with which he shall be supplied for such purpose, and shall keep such cistern or other apparatus in good repair, so as effectually to prevent the water from running to waste; and in case any such person shall neglect to provide, when required by the Company, such cistern or other apparatus, or to keep the same in good repair, it shall be lawful for the Company, or for any person acting under their authority, to cut off the pipe or turn off the water from the premises of such person, until such cistern or other apparatus shall be provided or repaired, as the case may require.

Where
several
houses sup-
plied by one
pipe, each to
pay.

51. When several houses, or parts of houses, in the occupation of several persons shall be supplied by one common pipe, the several owners or occupiers of such houses or parts of houses shall be liable to the payment of the same rates for the supply of water as they would have been liable to if each of such several houses or parts of houses had been separately supplied with water from the works of the Company by a distinct pipe: Provided always, that the Company shall not be compelled to supply water to the occupier of any part of a dwelling-house or for any premises occupied with a dwelling-house unless the water rate is paid for the whole of such dwelling-house and premises.

Penalty for
affixing tubes
to Com-
pany's pipes
without their
consent.

52. 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, any gutta-percha or other tubes or pipes for the

purposes of washing the windows or fronts of houses or other buildings, or the pavements or roads adjacent thereto, 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 five pounds.

A.D. 1871.

53. In case any consumer of the Water Company shall leave the premises where such water has been supplied, and leave without paying to the Company the rate due from him, the Company shall not be entitled to require from the next tenant of such premises the payment of the arrears left unpaid by the former tenant, unless such incoming tenant shall have undertaken with the Company or with the former tenant to pay or exonerate him from the payment of such arrears, but the Company shall supply their water to such incoming tenant upon the usual terms and conditions, upon being required by him so to do.

Incoming tenant not liable to pay arrears of water rate.

54. The Company may, by notice in writing under the hand of their surveyor or other duly authorised 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 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.

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

55. If any person supplied with water by the Company wilfully do, or cause or knowingly permit to be done, anything in contravention of the provisions of this Act with respect to the waterworks or the supply of water, or wilfully neglect to do anything which under these provisions ought to be done for the prevention of the waste, misuse, undue consumption, or contamination of the water of the Company, the Company may turn off the water supplied by them to such person, and cease to supply water to such person until the Act complained of be remedied, and any penalty incurred thereby be paid.

Power to turn off water in certain cases.

56. The works for supplying water to the borough of Bridgwater shall be completed by the Company before they extend the supply to places beyond the borough, and such places shall not afterwards be supplied to the prejudice of the domestic supply in the borough.

Preferential supply to Bridgwater.

A.D. 1871.
Recovery of
rates.

57. Whenever any person neglects to pay any rate or 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 for the recovery of such rate or sum.

Rates may be
recovered by
distress.

58. All water rates or rents due to the Company, and all damages, costs, and expenses by this Act or any Act incorporated herewith directed to be paid, may, after the defaulter shall have been summoned to appear before a justice, and an order made thereupon for the payment of the amount due, be levied by distress, and any justice, on application, may issue his warrant accordingly.

Several
names in one
warrant.

59. 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.

Costs of
distress.

60. 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 may be ascertained by the justice, and may be included in the warrant of distress for the recovery of such rate or sum.

Liability to
rates not to
disqualify
justices.

61. No justice or judge of any court shall be disqualified from acting in the execution of this Act by reason of his being liable to any rate, rent, or charge under this Act.

Penalties not
cumulative.

62. Penalties imposed on the Company by several Acts for one and the same offence shall not be cumulative; and for this purpose this Act, and the Acts incorporated with this Act, shall be deemed several Acts.

Saving
rights of the
Crown in the
river.

63. Nothing contained in this Act or in any of the Acts herein referred to shall authorise the Company to take, use, or in any manner interfere with any portion of the shore or bed of the sea, or of any river, channel, creek, bay, or estuary, or any right in respect thereof, belonging to the Queen's most Excellent Majesty in right of her Crown, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give), neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

64. 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.

A.D. 1871.
Expenses of
Act.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1871.