

**CHAPTER cxlvii.**

An Act for authorising the West Gloucestershire Water Company to construct new works for extending their limits of supply and for other purposes. A.D. 1914.

[7th August 1914.]

**W**HEREAS the West Gloucestershire Water Company (in this Act called "the Company") were incorporated by the West Gloucestershire Water Act 1884 and are by the West Gloucestershire Water Acts and Order 1884 to 1911 empowered to supply water within the limits and to the extent mentioned in the said Acts and Order:

And whereas it is expedient that the limits within which the Company may supply water should be further extended so as to include the parishes and places in this Act mentioned:

And whereas the demand for water within the existing limits of supply of the Company has increased and is still increasing and for the better and more effectually enabling the Company to meet such increasing demand and to supply in the limits of supply as extended by this Act it is expedient that the Company should be empowered to make and maintain the works and to acquire the lands herein-after respectively described:

And whereas by the said Acts the Company are authorised to raise capital to the amount in the aggregate of three hundred and thirty thousand pounds and to borrow on mortgage or raise by the issue of debenture stock in respect thereof a total sum of ninety thousand pounds:

And whereas the Company have raised capital to the extent of two hundred and forty thousand pounds by the creation and issue of ordinary shares and have raised by the creation and

A.D. 1914. issue of debenture stock or borrowed sums amounting in the aggregate to sixty thousand pounds:

And whereas it is expedient that the Company should be authorised to raise additional capital and to borrow or raise by the issue of debenture stock further moneys for the purposes of this Act and of their undertaking:

And whereas it is expedient that further powers should be conferred upon the Company as provided by this Act:

And whereas plans and sections of the works authorised by this Act showing the lines and levels thereof and a book of reference to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the respective clerks of the peace for the counties of Gloucester and Wilts and those plans sections and book of reference are in this Act respectively referred to as the deposited plans sections and book of reference:

And whereas the objects aforesaid 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 King'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):—

Short and  
collective  
titles.

1. This Act may be cited as the West Gloucestershire Water Act 1914 and the West Gloucestershire Water Acts and Order 1884 to 1911 and this Act may be cited together and are in this Act referred to as the West Gloucestershire Water Acts and Order 1884 to 1914 and each of those Acts and Order is herein-after referred to separately as the Act or Order of the year in which the same was passed.

Incorporation  
of Acts.

2. The following Acts and parts of Acts (so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act) are hereby incorporated with this Act:—

(1) The Lands Clauses Acts:

(2) The Waterworks Clauses Acts 1847 and 1863 (except the words "with the consent in writing of the owner

“ or reputed owner of any such house or of the agent  
“ of such owner” in section 44 of the Waterworks  
Clauses Act 1847) : A.D. 1914.

(3) The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (namely):—

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

The payment of subscriptions and the means of enforcing the payment of calls ;

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

The borrowing of money by the Company on mortgage or bond ;

The consolidation of the shares into stock ;

The making of dividends ;

The giving of notices ; and

The provision to be made for affording access to the special Act by all parties interested ;

and Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts :

The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway and in such provisions for the purposes of this Act “the railway” means the pumping station and service reservoir and so much of any line or lines of pipes by this Act authorised as will not be constructed in a highway and “the centre of the railway” means respectively the outside of the pumping station the boundaries of the service reservoir and the centre lines of so much of any line or lines of pipes as aforesaid.

A.D. 1914.  
Interpreta-  
tion.

**3.** In this Act unless there be something in the subject or context repugnant to such construction the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings And—

The expression “the limits of supply” means the area within which the Company are by the West Gloucestershire Water Acts and Order 1884 to 1914 authorised to supply water ;

The expression “the new waterworks” means the works described or referred to in the section of this Act the marginal note whereof is “Power to make works” ;

The expression “the undertaking” means the undertaking of the Company as authorised by the West Gloucestershire Water Acts and Order 1884 to 1914.

Extension  
of limits of  
supply.

**4.** The limits within which the Company may supply water and exercise the powers rights privileges and authorities conferred upon them by the West Gloucestershire Water Acts and Order 1884 to 1914 shall extend to and include in addition to the existing limits of supply of the Company the following limits (in this Act referred to as “the new limits”) (that is to say) The parishes of Grittleton Littleton Drew and West Kington in the rural district of Chippenham the parishes of Alderton Luckington Sherston Easton Grey and Brokenborough in the rural district of Malmesbury in the county of Wilts the parishes of Shipton Moyne Weston Birt with Lasborough Boxwell with Leighterton and Tetbury Upton in the rural district of Tetbury the parishes of West Littleton and Marshfield in the rural district of Chipping Sodbury and the parish of Rangeworthy in the rural district of Thornbury in the county of Gloucester including any detached part of any such parish and within and throughout the limits of supply the West Gloucestershire Water Acts and Order 1884 to 1914 shall henceforth be in full force and have effect.

Exclusion  
of parishes  
in rural  
district of  
Clutton from  
limits of  
supply.

**5.**—(1) As from the date of the passing of this Act section 4 (Extension of limits of supply) of the Act of 1899 shall be read and have effect as if the words “and Publow Chelwood Norton Malreward Stanton Drew Chew Magna and Chew Stoke in the rural district of Clutton” had been omitted therefrom.

(2) Section 6 (Supply of water by Clutton Rural District Council to undertakers) of the Order of 1911 is hereby repealed.

6. If after the expiration of five years from the passing of this Act the Company are not furnishing or prepared on demand to furnish a sufficient supply of water at the rates and charges authorised by section 34 of the Act of 1884 (as amended by section 42 of this Act) and by section 32 of the Act of 1899 and on such terms and conditions pecuniary or otherwise in addition to such rates and charges as shall be reasonable having regard to all the circumstances of the case in any part of the district of any local authority included within the new limits the local authority of any such district may provide a supply in the whole or any part of their district within the new limits in accordance with the provisions of the Public Health Act 1875 or the local authority or any company body or person may apply for an Act of Parliament or Provisional Order for the purpose of supplying water in any part of such district not sufficiently supplied by the Company and for the repeal of the powers of the Company in that behalf.

A.D. 1914.  
Where Com-  
pany do not  
furnish a  
sufficient  
supply local  
authority or  
company  
may supply.

If any difference shall arise between the Company and any such local authority company body or person as to the sufficiency of the supply of water in any part of such district or as to whether any such terms or conditions are reasonable such difference shall be settled by an arbitrator to be appointed on the application of either party by the Board of Trade.

7. The Company may for water supplied by them for domestic or other purposes in the new limits demand and take rates and charges not exceeding those which for a like supply under the like circumstances the Company may demand and take within the limits of supply of the West Gloucestershire Water Acts and Order 1884 to 1911.

Water rates  
in new  
limits.

8. Subject to the provisions of this Act the Company may in the counties of Gloucester and Wilts and in the lines and situation and upon the lands delineated on the deposited plans and described in the deposited book of reference and according to the levels shown on the deposited sections make and maintain the following works (that is to say):—

Power to  
make works.

Work No. 1.—A pumping station (to be called the Shipton Moyne Pumping Station) with a well or wells boreholes adits and other works and conveniences connected therewith to be situate wholly in the parish of Shipton Moyne in the county of Gloucester in the field or inclosure

A.D. 1914.

numbered 231 on the  $\frac{1}{2500}$  Ordnance map (2nd edition 1900) of that parish :

Work No. 2.—A line or lines of pipes (No. 1) commencing in the said parish of Shipton Moyne at or in the said Shipton Moyne Pumping Station (Work No. 1) hereinbefore described and terminating in the parish of Dyrham and Hinton in the county of Gloucester in the service reservoir (Work No. 5) by this Act authorised :

Work No. 3.—A line or lines of pipes (No. 2) commencing in the said parish of Dyrham and Hinton at the said service reservoir (Work No. 5) and terminating in the parish of Mangotsfield in the county of Gloucester by a junction with the existing mains of the Company at or near the junction of Westerleigh Road and Downend Road with Badminton Road :

Work No. 4.—A line or lines of pipes (No. 3) in the parishes of Luckington and Sopworth in the county of Wilts commencing in the said parish of Luckington by a junction with the said line or lines of pipes (Work No. 2) by this Act authorised at a point at or near the junction of the road leading from Luckington to Sopworth with the road leading from Bristol to Malmesbury and terminating in the said parish of Sopworth by a junction with the existing pipes of the Company at a point twenty-seven chains or thereabouts measured in a northerly direction along the said first mentioned road from the point at which the same intersects the boundary between the said parishes of Sopworth and Luckington :

Work No. 5.—A service reservoir to be wholly situate in the said parish of Dyrham and Hinton in the field or inclosure numbered 235 on the  $\frac{1}{2500}$  Ordnance map (2nd edition 1903) of that parish :

Work No. 6.—An access road wholly in the said parish of Dyrham and Hinton commencing in the north-east corner of the field or inclosure numbered 234 in the said parish on the last mentioned Ordnance map at a point in the main road leading from Bath to Stroud at or near the ninth milestone from Bath on that road and terminating in the field or inclosure numbered 235 in the said parish on the last mentioned Ordnance map at or near the reservoir (Work No. 5) by this Act authorised.

In addition to the foregoing works the Company may upon the said lands make and maintain all such cuts channels catchwaters tunnels adits pipes conduits culverts wells shafts bores drains sluices overflows byewashes waste water channels gauges filter beds water towers tanks banks embankments piers walls bridges approaches engines machinery and other apparatus and appliances as may be necessary or convenient in connexion with or subsidiary to the before-mentioned works or any or either of them but nothing in this section shall exonerate the Company from any action indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them.

A.D. 1914.

9. In the construction of the new waterworks the Company may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plans and where on any road no such limits are shown the boundaries of such road shall be deemed to be such limits and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding three feet upwards and to any extent downwards Provided as follows (that is to say):—

Limits of deviation.

The Company shall not construct any embankment or wall of such reservoir of a greater height above the general surface of the ground than that shown on the deposited sections in respect of the corresponding embankment or wall and three feet in addition:

Except for the purposes of crossing over a stream dyke or watercourse no part of the pipes shall be raised above the surface of the ground unless and except so far as is shown on the deposited sections.

10. Subject to the provisions of this Act the new waterworks shall for all purposes whatsoever form part of and be comprised in the undertaking.

Works to form part of undertaking.

11. Subject to the provisions of this Act the Company may pump collect impound take use divert and appropriate for the purposes of their undertaking all underground streams springs and waters which will or may be taken or intercepted by means of any of the new waterworks.

Power to take waters.

12.—(1) If within twelve months from the time when the Company shall first supply water from the Shipton Moyne Pumping Station (Work No. 1) by this Act authorised the

As to supply within Warmley and Keynsham

A.D. 1914.  
Rural  
Districts.

Warmley and Keynsham Rural District Councils or either of them shall give notice in writing to the Company that the council giving the notice desires that no water pumped at the said pumping station shall be supplied within the rural district of such council the Company shall not (save so far as such council and the Company may otherwise agree) supply any water pumped at such station within such district.

(2) The Company shall give to each of the said rural district councils notice when they first supply water from the said pumping station.

(3) The Company shall within the said period of twelve months afford the said rural district councils reasonable facilities for taking samples of the water pumped by the Company at the said pumping station.

(4) The Company shall not supply any water from the Sherston Waterworks of the Malmesbury Rural District Council if and when acquired by the Company within the district of either the Warmley or the Keynsham Rural District Council without the consent of the council of such district.

(5) The provisions of section 17 of the Act of 1909 shall be read as if the words "and the rural district council of Keynsham" were inserted therein after the word "Warmley."

Period for  
completion  
of works.

**13.** If the new waterworks are not completed within seven years from the passing of this Act then on the expiration of that period the powers by this Act granted for the making of the said waterworks or otherwise in relation thereto shall cease except as to such of them or so much thereof respectively as shall then be completed but nothing in this section contained shall restrict the Company from at any time extending enlarging altering renewing or removing any of the new waterworks or from exercising any of the powers with respect to the construction of works conferred by the Acts incorporated with this Act from time to time as occasion may require.

Power to  
acquire  
lands.

**14.** Subject to the provisions of this Act the Company may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference as may be required for the new waterworks.

Period for  
compulsory  
purchase of  
lands.

**15.** The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.



**16.** All private rights of way over any lands which may be acquired compulsorily under the powers of this Act shall as from the date of the acquisition of such lands be extinguished. Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

A.D. 1914.  
As to private rights of way over lands taken compulsorily.

**17.** In addition to any lands which the Company are by the West Gloucestershire Water Acts and Order 1884 to 1914 authorised to acquire the Company may by agreement purchase or take leases of and hold further lands for the purposes of the undertaking or any easement (not being an easement of water in which persons other than the grantors have an interest) in over or under any such lands but the quantity of lands held by the Company in pursuance of this section shall not at any time exceed ten acres. Provided that the Company shall not create or permit any nuisance on any such lands nor erect any buildings thereon except such as are required for or are connected with or incident to the purposes of the undertaking.

Acquisition of lands by agreement.

**18.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Persons under disability may grant easements &c.

**19.—(1)** The Company may in lieu of acquiring any lands for the purposes of the new waterworks where the same are intended to be constructed underground acquire such easements only in such lands as they may require for such purposes and may give notice to treat in respect of such easements describing the nature thereof. And the provisions of the Lands Clauses Acts shall apply to and in respect to the acquisition of such easements as fully as if the same were lands within the meaning of those Acts.

Power to acquire easements in lieu of lands.

[Ch. cxlvii.] *West Gloucestershire Water* [4 & 5 GEO. 5.]  
*Act, 1914.*

A.D. 1914.

(2) As regards any lands in respect of which the Company have acquired easements only under the provisions of this section the Company shall not be required or entitled to fence off or sever such lands from the adjoining lands but the owners or occupiers for the time being shall subject to such easements have the same rights to use and cultivate the said lands at all times as if this Act had not been passed.

(3) Provided always that nothing in this section contained shall authorise the Company to acquire by compulsion any such easement in any case in which the owner in his particulars of claim shall require the Company to acquire the lands in respect of which they have given notice to treat for the acquisition of an easement only and every notice to treat for the acquisition of an easement shall be endorsed with notice of this provision.

Limiting powers of Company to abstract water.

**20.** The Company shall not construct any works for taking or intercepting water from any lands acquired by them (other than the lands described in sections 8 and 9 of the Act of 1909) unless the works are authorised by and the lands upon which the same are to be constructed are specified in this or in some other Act of Parliament.

Discharge of water into streams.

**21.—(1)** For the purpose of executing constructing repairing cleansing emptying or examining any well conduit or line of pipes or other works of the Company the Company may cause the water in any such well conduit or line of pipes or other works to be discharged into any available stream or watercourse.

(2) In the exercise of the power conferred by this section the Company shall do as little damage as may be and shall make full compensation to all persons interested for all damage sustained by them by reason or in consequence of the exercise of such power the amount of compensation to be settled in case of difference by arbitration under and pursuant to the provisions of the Arbitration Act 1889.

For protection of county councils of Gloucester Wilts and Somerset

**22.** In executing the works and exercising the powers by this Act authorised so far as they affect the roads and bridges and approaches thereto in the counties of Gloucester Wilts and Somerset the following provisions shall have effect unless other-

wise agreed on in writing between the council and the Company (that is to say):—

A.D. 1914.  
—  
and district  
councils.

- (1) In this section the word "council" shall as regards main roads and county or main road bridges and approaches thereto in the county of Gloucester mean the Gloucestershire County Council and as regards main roads and county or main road bridges and approaches thereto in the county of Wilts mean the Wilts County Council and as regards main roads and county or main road bridges and approaches thereto in the county of Somerset mean the Somerset County Council and as regards roads bridges and approaches thereto (other than main roads and county or main road bridges and approaches thereto) repairable by a district council mean such district council:
- (2) For the purpose of any notice required under section 30 of the Waterworks Clauses Act 1847 to be given by the Company to the council the period of seven days shall be substituted for the period of three days mentioned in that section:
- (3) The plan required by section 31 of the said Waterworks Clauses Act 1847 shall be accompanied by a description of the proposed works and shall be delivered (except in cases of emergency) to the council by the Company not less than in the case of a bridge twenty-one days and in all other cases ten days before the Company commence to open or break up any main road or interfere with any county or main road bridge or any drain pipe or work of the council:
- (4) It shall not be lawful for the Company except with the permission in writing in each case of the council to interfere with the structure of any bridge belonging to the council Provided that the permission of the council shall not be unreasonably withheld and shall not be necessary in any case of emergency arising with respect to repairs to any mains or pipes laid in such bridge:
- (5) All conduits mains or lines of pipes to be laid in or along any road or the approach to or the roadway of any bridge shall be constructed and laid in such

A.D. 1914.  
—

position at the side thereof or in the roadside waste and at such depth as the council shall by writing under the hand of their surveyor reasonably direct and the Company shall reinstate any road drain goit culvert or water table which may be interfered with :

- (6) All conduits mains or lines of pipes to be constructed or laid in along or across or in any way affecting any road or bridge or approach thereto shall be executed at the expense of the Company to the reasonable satisfaction of the surveyor to the council and in accordance with plans to be submitted to and approved of by him in writing before the commencement of any such work. Provided that if he shall not within one month after the same shall have been submitted to him so express his approval or disapproval thereof or signify his requirements in relation thereto he shall be deemed to have approved thereof :
- (7) All such works shall be executed so as not to unreasonably interfere with or entirely stop the traffic on any such road or bridge or an approach thereto :
- (8) Nothing in this Act contained or done thereunder shall prejudice or affect the right of the council at any time or times to divert or improve any such road and also to remove alter or renew any such road or bridge or the approaches thereto in alongside or near to which any such conduit main or line of pipes is carried in the same manner as they might have diverted or improved removed altered or renewed any such road or bridge or the approaches thereto if this Act had not been passed and such conduit main or line of pipes had not been constructed or laid in alongside or near to such road or bridge respectively without making any compensation to the Company for any expense or loss to which the Company may be put in consequence of such diversion improvement removal alteration or renewal. And in the event of any such road or bridge or the approaches thereto in alongside or near to which the conduit main or line of pipes is laid being diverted or improved removed altered or renewed as aforesaid the Company shall at their own expense alter the position of the works by which such conduit main or line of pipes

is carried alongside or near to any such road or bridge or the approaches thereto as aforesaid and replace the same to the satisfaction of the said surveyor of the council. Provided that before and during such diversion improvement removal alteration or renewal of any such road or bridge or the approaches thereto as aforesaid the council shall not interrupt the continuous supply of water :

- (9) The Company shall so far as practicable construct maintain and keep all such conduits mains or lines of pipes and works in connection therewith for conveying water watertight in all respects :
- (10) If in the exercise of the powers of this Act any road repairable by the council is broken up by the Company or any bridge culvert drain pipe or other property of the council is damaged by the Company the Company shall repair such road bridge culvert drain pipe or other property to the reasonable satisfaction of the council and if the same is not so repaired the council may cause the necessary repairs to be done and may charge the reasonable costs thereof against the Company and the same shall be a debt due from the Company to the council :
- (11) The council shall not except in case of negligence be liable for or in respect of any damage or injury done to any mains pipes or apparatus of the Company within the new limits by reason of such mains pipes or apparatus being laid at a depth below the surface of any road insufficient for their protection from damage or injury arising from the reasonable use of any steam roller (not exceeding twenty tons in weight) for the repair of such road or from the passage of the traffic on such road :
- (12) All reasonable expenses incurred by the council by reason of the exercise of any of the powers of this Act or of any other works or repairs rendered necessary by the acts or defaults of the Company their contractors officers servants or workmen and all moneys penalties or forfeitures payable by the Company to the council shall be paid by the Company to

A.D. 1914.

the council within twenty-one days after demand in writing :

(13) If any difference arise between the Company and the council touching this section or anything to be done or not to be done thereunder such difference shall be settled by an arbitrator to be agreed upon between the parties or in default of agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference to arbitration :

(14) All the rights or obligations conferred or imposed by this section shall be in addition to and not in substitution for any rights or obligations conferred or imposed by such of the provisions of the Waterworks Clauses Acts 1847 and 1863 with respect to breaking up streets as are incorporated in this Act.

For protection of Tetbury Urban and Rural District Councils.

**23.** For the protection of the Tetbury Urban District Council and the rural district council of Tetbury the following provision shall apply and have effect (that is to say) :

For the purposes of section 52 of the Public Health Act 1875 the parish of Tetbury Upton as the same is constituted at the date of the passing of this Act shall not be deemed to form part of the new limits.

For protection of rural district council of Chippenham.

**24.** For the protection of the rural district council of Chippenham the following provision shall unless otherwise agreed between the Company and the said rural district council apply and have effect (that is to say) :—

For the purposes of section 52 of the Public Health Act 1875 the parishes of Grittleton and Littleton Drew as the same are respectively constituted at the date of the passing of this Act shall not be deemed to form part of the new limits.

For protection of Estcourt Estate.

**25.** For the protection of the Right Honourable George Thomas John Sotheron-Estcourt Baron Estcourt or other the owners for the time being of the Estcourt Estate in the county of Gloucester (all of whom are in this section referred to as "the owner ") the following provisions shall notwithstanding anything contained in this Act and unless otherwise agreed

between the owner and the Company apply and have effect A.D. 1914.  
(that is to say):—

- (1) Before commencing to construct the pumping station (Work No. 1) by this Act authorised the Company shall purchase and the owner if so required by the Company shall convey to them free from incumbrances at the price or sum of thirteen hundred pounds the freehold and inheritance in fee simple (subject only to the existing tenancy) of and in the lands numbered on the deposited plans 1 in the parish of Shipton Moyne in the county of Gloucester including all the boundary fences of the said lands and all mines and minerals therein or thereunder and together with the rights and easements specified in subsection (8) of this section :
- (2) The said price or sum shall be deemed to include satisfaction and compensation for all damage and injury whatsoever sustained by the owner by reason of severance of any lands forming part of the estate of the owner or otherwise in the exercise by the Company of the powers of this Act but the Company shall also pay the compensation (if any) to which any tenant or occupier of any such land may be fairly entitled in respect of tenants' rights or damage sustained beyond such fair abatement of rent as may have to be allowed by the owner :
- (3) The Company shall so soon as practicable after the construction of the said pumping station (Work No. 1) and well in connection therewith by this Act authorised construct at their own cost and thereafter maintain a line of pipes (in this section referred to as "the line of pipes") of not less than four inches internal diameter in the situation approximately shown by a red colour on the plan signed by Matthew Henry Gray the agent of the owner on behalf of the owner and by Henry Rofe on behalf of the Company (in this section called "the signed plan") for the purpose of connecting the said pumping station and well with the existing waterworks of the owner at the point marked A on the signed plan :

A.D. 1914.

- (4) The Company shall as soon as the pumping station (Work No. 1) by this Act authorised and the said well is completed and in operation and the line of pipes is laid as aforesaid afford to the owner free of charge at the point marked A on the signed plan by means of the line of pipes a supply of water up to but not exceeding in the aggregate a quantity equal to thirty thousand gallons in each consecutive period of twenty-four hours throughout each year but the Company shall not be obliged to supply water at the said point in excess of fifty thousand gallons in any consecutive period of twenty-four hours nor to supply water at the said point in excess of the said aggregate quantity but all water in excess of the said aggregate quantity supplied at the said point by the Company at the request of the owner in any year shall be charged and paid for by him at the rate of sixpence per thousand gallons or at such other rate as may be agreed between the Company and the owner :
- (5) Simultaneously with the laying of the line of pipes the Company shall if required by the owner construct at their own cost and thereafter maintain a service pipe of two inches internal diameter connected with the line of pipes at or about the point marked B on the signed plan and running thence to the point marked C thereon for the purpose of affording a supply of water to the owner's farm known as Cranmore Farm :
- (6) The owner shall grant to the Company free of cost other than such compensation as the tenants of the lands affected thereby may reasonably be entitled to claim all such rights and easements as the Company may reasonably require to enable them to construct maintain alter and renew the service pipe to be constructed by the Company under subsection (5) hereof and the line of pipes :
- (7) The owner shall be at liberty at any time to make a connection or connections with the line of pipes and with the service pipe mentioned in subsection (5) and to construct and lay therefrom a service pipe or service pipes for the purpose of affording a supply of



water to any part of the owner's property adjoining or near thereto Provided that every such connexion shall be made under the supervision and to the satisfaction of the Company and that any service pipe laid from any such connexion shall not exceed two inches in internal diameter All water drawn off from the line of pipes by means of any such service pipe including the said service pipe between the points B and C shall as between the owner and the Company be deemed to have been supplied by the Company in pursuance of the provisions of subsection (4) and shall be computed accordingly as if it had been afforded at the said point A:

A.D. 1914

- (8) At any time within five years from the passing of this Act the Company having purchased the lands specified in subsection (1) of this section shall have full and free right and liberty to drive and make and at all times thereafter to maintain all such tunnels driftways adits and other subterranean works and conveniences as the Company may consider necessary for the purposes of the undertaking or of affording to the owner the said supply of water in through or under any part of the lands bounded by the line marked in blue on the signed plan and comprising the fields or inclosures numbered respectively 255 256 259 163 164 and 166 on the  $\frac{1}{2500}$  Ordnance map second edition (1900) in the parish of Shipton Moyne in the county of Gloucester but so always that nothing herein contained shall operate to authorise the Company to let down or otherwise interfere with the surface of the said lands except as next hereinafter specified Provided always that for the purpose of driving and making any such tunnels driftways adits or other subterranean works and conveniences the Company shall be at liberty subject to the payment of such compensation to the tenants of the lands affected as they may reasonably be entitled to claim temporarily to enter upon the surface of so much of the said lands as is bounded by the line marked in blue on the signed plan and to sink and make thereon not exceeding altogether four shafts or

A.D. 1914.

other outlets But so that immediately after the said tunnels driftways adits or other subterranean works and conveniences shall have been completed the Company shall fill in or otherwise effectually cover over and protect every such shaft or other outlet and make good the surface soil over the same to the reasonable satisfaction of the owner or his agent:

- (9) The Company shall not be responsible for any stoppage or insufficiency of any water supply afforded to the owner by the line of pipes or by any service pipe connected therewith which may be occasioned by frost unusual drought failure of machinery or other accident or unavoidable cause or by inability of the Company to maintain a sufficient supply of water for all purposes within their limits of supply for the time being but the Company shall in the event of any such stoppage or insufficiency occurring take all reasonable steps to resume the supply of water to be given under this section as quickly as possible:
- (10) The Company shall at their own expense provide and maintain to the reasonable satisfaction of the owner at a point at or near the said pumping station (Work No. 1) by this Act authorised a suitable meter for measuring the amount of water supplied to the owner in pursuance of this section and such meter shall be at all reasonable times open to inspection and examination by any person authorised in writing in that behalf by the owner:
- (11) For the purpose of complying with any request for a supply of water under the provisions of the section of this Act whereof the marginal note is "For protection of rector of Shipton Moyne" the Company may if they think fit construct such distributing pipes as may be necessary for that purpose from and communicating with the service pipe referred to in subsection (5) hereof at or near the point marked C on the signed plan and in the event of the Company so doing they shall at their own expense provide and maintain to the reasonable satisfaction of the owner at or near the said point C a suitable meter for measuring the amount of water drawn off by means

of such distributing pipes and such meter shall be at all reasonable times open to inspection and examination by any person authorised in writing in that behalf by the owner : A.D. 1914.

Provided always that the water drawn off by means of the said distributing pipes shall not be brought into account as between the owner and the Company under the preceding provisions of this section and for the purpose of ascertaining the quantity of water supplied to the owner in pursuance of this section the amount so drawn off as aforesaid shall be deducted from the total amount of the water supplied by means of the line of pipes :

- (12) The reading of every meter provided by the Company under the provisions of this section shall be taken quarterly at or near to the usual quarter days in every year and shall be deemed to be *prima facie* and sufficient evidence of the quantity of water supplied through the same unless it be shown or admitted that the meter is out of order or unreliable in which case the quantity supplied through such meter shall in default of agreement be determined by arbitration as herein-after provided Particulars of all such quarterly readings of the said meters shall be furnished by the Company to the owner immediately after they shall have been taken and accounts shall be adjusted annually as from the commencement of the supply :
- (13) In case any dispute shall arise as to the form of any grant to be made by the owner to the Company or as to any provision to be contained therein the matter shall be submitted to and determined by such conveyancing counsel (not being the counsel employed by either party) willing to act as may be nominated for the purpose on the application of the owner or the Company by the President of the Law Society :
- (14) The Company shall pay the costs and expenses of the owner of and incidental to the negotiation and settlement of the provisions contained in this section and of and incidental to the preparation and execution of any grant to be made as herein-before provided

A.D. 1914.  
—

and a duplicate thereof and the amount of any such costs and expenses in case of difference shall be settled by such person as may be appointed on the application of the owner or the Company by the President of the Law Society :

- (15) Except so far as is by this section otherwise provided if any difference shall arise between the Company and the owner under this section or respecting any act or thing to be done or payment to be made or right or liability thereunder such difference shall be referred to and determined by an arbitrator to be appointed in default of agreement on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of  
rector of  
Shipton  
Moyne.

**26.** For the protection of the incumbent for the time being of the rectory of Shipton Moyne (in this section referred to as "the owner") the following provisions shall unless otherwise agreed in writing between the owner and the Company apply and have effect (that is to say) :—

- (1) The Company shall at any time after the completion of the service pipe referred to in subsection (5) of the section of this Act whereof the marginal note is "For protection of Estcourt Estate" on receiving reasonable notice from the owner requesting them so to do construct and maintain the necessary pipes for the purpose of affording and shall afford a supply of water to Shipton Moyne Rectory House and the Glebe Farm Shipton Moyne :
- (2) If at any time hereafter the Glebe Farm shall be separated from the rectory the person for the time being entitled to the fee simple of the Glebe Farm shall have the same rights and shall be subject to the same liabilities in relation to the said farm as are by this section respectively conferred and imposed upon the owner :
- (3) All water supplied by the Company in pursuance of the provisions of this section shall be charged and paid for by the owner at the rate of sixpence per thousand

gallons or at such other rate as may be agreed between the Company and the owner : A.D. 1914.

- (4) The Company shall not be responsible for any stoppage or insufficiency of any supply of water to be afforded in pursuance of this section which may be occasioned by frost unusual drought failure of machinery or other accident or unavoidable cause or by inability of the Company to maintain a sufficient supply of water for all purposes within their limits of supply for the time being but the Company shall in the event of any such stoppage or insufficiency occurring take all reasonable steps to resume the supply of water to be afforded under this section as quickly as possible.

**27.** For the protection of Sir George Holford or other the owner or owners for the time being of the premises belonging to Sir George Holford and known as West End Farm Clayfield Farm and Hillcourt in the parish of Shipton Moyne (all of whom are in this section included in the expression "the owner") the following provisions shall unless otherwise agreed in writing between the owner and the Company apply and have effect (that is to say) :—

For pro-  
tection of  
Sir George  
Holford.

- (1) Within eighteen months after the completion of the pumping station (Work No. 1) by this Act authorised the owner shall be at liberty under the supervision and to the satisfaction of the Company to make a connection with the pipes of the Company at the point marked D on the plan signed by David Lindsay on behalf of the owner and Henry Rofe on behalf of the Company and to lay therefrom a service pipe or service pipes for the purpose of affording a supply of water to any property of the owner and the Company shall afford to the owner free of charge at the said point D a supply of water up to but not exceeding in the aggregate three hundred and sixty-five thousand gallons in each year Provided that the Company shall not be required to afford to the owner any greater quantity of water than one thousand five hundred gallons in any period of twenty-four hours :

A.D. 1914.  
—

- (2) The Company shall not be responsible for any stoppage or insufficiency of any water supply afforded to the owner by the said pipes of the Company or by any service pipe connected therewith which may be occasioned by frost unusual drought failure of machinery or other accident or unavoidable cause or inability of the Company to maintain a sufficient supply of water for all purposes within their limits of supply for the time being but the Company shall in the event of any such stoppage or insufficiency occurring take all reasonable steps to resume the supply of water to be given under this section as quickly as possible :
- (3) The Company shall at their own expense provide and maintain to the reasonable satisfaction of the owner at a point at or near the said point D on the said plan a suitable meter for measuring the amount of water supplied to the owner in pursuance of this section and such meter shall be at all reasonable times open to inspection and examination by any person authorised in writing in that behalf by the owner :
- (4) The Company shall have full right and liberty by their servants to enter upon the well of the owner at Hill-court making use for that purpose of such route over the lands of the owner as may be reasonably prescribed by the owner and at their own cost to deepen or alter the same and to take any gaugings records or observations which they may desire with reference thereto making compensation to the tenant or tenants of the owner for any damage done in connection with such deepening or alteration :

Provided that until the Company are affording the supply of water to be afforded by the Company under the provisions of this section the Company shall so exercise their powers under this subsection as not to prevent the owner obtaining from the said well a supply of water equal to that which he could have obtained if the Company had not entered upon the same :

- (5) Sir George Holford or other the owner or owners for the time being of any lands now belonging to Sir George Holford and being within a radius of two miles from the pumping station (Work No. 1) by this Act authorised shall not (so long as the Company shall continue to use the said pumping station) grant to any person corporation public authority or company the right to obtain water for the purpose of trade or manufacture (other than dairy farming or agricultural purposes) or of a waterworks undertaking on any of the said lands: A.D. 1914.
- (6) All matters in difference arising under this section between the Company and the owner shall be referred to and determined by a single arbitrator to be agreed on between the parties or in default of agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to the reference.

**28.** For the further protection of Sir George Holford or other the owner or owners for the time being of the well (in this section referred to as "the said well") situate in the parish of Tetbury Upton in the inclosure numbered 782 on the  $\frac{1}{2500}$  inch Ordnance map (2nd edition 1900) of the said parish (all of whom are in this section included in the expression "the owner") the following provisions shall unless otherwise agreed in writing between the owner and the Company be observed and have effect (that is to say):— For further protection of Sir George Holford.

- (1) If at any time during the construction or after the completion of the pumping station (Work No. 1) by this Act authorised or after the purchase by the Company of any waterworks (within a distance of two and a half miles from the said well) under this Act the supply of water in the said well shall be diminished in consequence of the exercise by the Company of the powers by this Act conferred upon them the Company shall upon the written request of the owner afford to the owner a constant supply of water free of cost in order to make good the amount of such diminution such supply to be delivered into the reservoir of the owner situate in the parish

A.D. 1914.  
—

of Tetbury Upton in the inclosure numbered 520 on the  $\frac{1}{2500}$ -inch Ordnance map (2nd edition 1900) by means of a pipe of sufficient size which shall be provided laid and maintained by and at the cost of the Company For the purpose of affording a supply of water under this section the Company may supply water beyond the limits of supply and carry out all such works within or beyond such limits as may be necessary for that purpose :

Provided always that it shall not be obligatory on the owner to show that such diminution has been caused by the exercise by the Company of the powers conferred upon them by this Act but on the other hand it shall be competent for the Company to show that any such diminution has not been caused by the exercise of such powers :

(2) The Company shall forthwith cause the said well to be gauged by means of a registering float gauge or in such other manner as may be agreed upon so as to ascertain the level attained by the water in the said well when water is not being pumped or drawn therefrom and also until the pumping station (Work No. 1) by this Act authorised is completed and in operation the Company may cause the said well to be gauged in similar manner once in every month or oftener as may be agreed upon The records of such gauging shall be taken by a competent person appointed by the Company in the presence of a competent person appointed by the owner on receiving one week's notice for that purpose unless the owner fails to appoint such person or such person neglects to attend and the level of the water ascertained by each such gauging shall be certified in duplicate under the hand of the person having taken the gauging and one of his said certificates shall be deposited with the owner and one with the secretary of the Company and shall be accepted as conclusive evidence of the levels of the water ascertained by such gauging :

(3) The Company shall not be liable in respect of any claim made by the owner under this section if he



shall have failed to afford to the officers servants and representatives of the Company at all reasonable times after the passing of this Act access to the said well for the purpose of ascertaining particulars thereof and the level of the water therein: A.D. 1914.

(4) For the purpose of enabling the Company to afford a supply of water to the owner under the provisions of this section the owner shall grant to the Company free of cost all such wayleaves over under or across his property as may be reasonably necessary for such purpose:

(5) All matters in difference arising under this section between the Company and the owner shall be referred to and determined by a single arbitrator to be agreed on between the parties or in default of agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to the reference.

**29.** In executing the works authorised by this Act where the same will cross over or under or otherwise affect the railway of the Midland Railway Company (in this section referred to as "the Midland Company") the Company shall (except so far as it may be otherwise agreed between the Midland Company and the Company) be subject to the following conditions:— For protection of  
Midland  
Railway  
Company.

(1) All such works shall be executed and maintained under the superintendence (if the same be given) and to the reasonable satisfaction of the principal engineer of the Midland Company and (except in cases of emergency or of repairs) according to plans and drawings to be previously submitted to and reasonably approved by him or in case of difference between the said engineer and the Company settled by an arbitrator to be appointed in pursuance of this section Provided that if for twenty-eight days after such plans and drawings shall have been submitted to the said engineer he shall fail to give notice to the Company of his objections thereto he shall be deemed to have approved thereof:

A.D. 1914.

- (2) If within twenty-eight days after the submission of any such plans and drawings the Midland Company give to the Company notice that they themselves desire to execute any part of the work (other than the actual laying down of the mains which shall be done by the Company) where the same is to be laid under the railway otherwise than under a bridge carrying the railway the Midland Company may themselves execute such part of the work and recover the reasonable costs thereof from the Company but if for fourteen days after notice in writing given by the Company to the Midland Company to execute such work the Midland Company neglect to proceed with due diligence so to do the Company may forthwith themselves execute the same :
- (3) All works which the Company may execute under this section shall be so constructed as to cause as little injury as may be to the railways works and property of the Midland Company and no interruption to the passage or conduct of traffic on their railways and if in consequence of the execution maintenance or failure of such works any injury not due to the act or default of the Midland Company be caused to the said railways works and property or any interruption be caused to the traffic the Company shall make full compensation to the Midland Company in respect of such injury or interruption the amount of such compensation unless agreed upon to be determined by arbitration as herein-after provided :
- (4) The Company shall bear and on demand pay to the Midland Company the reasonable expense of the employment by the Midland Company during the execution of the work affecting their railways of a sufficient number of inspectors watchmen and signalmen to be appointed by the Midland Company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors :

- (5) Any additional expense which the Midland Company may reasonably and properly incur in maintaining their railways bridges and works as now existing by reason of the existence of any mains or pipes of the Company laid under the powers of this Act across over or under such bridges or works shall be paid by the Company: A.D. 1914.
- (6) The Company shall not under the powers of this Act compulsorily acquire any lands of the Midland Company but the Company may acquire and the Midland Company shall if required by the Company grant and convey to the Company an easement or right of constructing and maintaining Work No. 3 by this Act authorised over or under the railway of the Midland Company and if the said work shall be carried over or under the railway independently of the bridge carrying the road from Mangotsfield to Pucklechurch thereover but not otherwise the Company shall pay for such easement or right and the amount of such payment shall if not agreed between the Company and the Midland Company be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845 :
- (7) Except where otherwise provided by this section any dispute or difference which may arise between the Midland Company and the Company with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other fit person to be appointed (in default of agreement) by the President of the Institution of Civil Engineers on the application of the Midland Company or the Company and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

**30.** For the protection of the Great Western Railway Company (in this section referred to as "the Great Western Company") the following provisions shall unless otherwise agreed between the Great Western Company and the Company apply and have effect (that is to say) :—

For protec-  
tion of Great  
Western  
Railway  
Company.

- (1) Notwithstanding anything contained in this Act or shown upon the deposited plans Work No. 2 by this Act

A.D. 1914.

authorised shall either be laid under or carried over the South Wales and Bristol Direct Railway of the Great Western Company within the limits of deviation of the said work and in such manner and position as the engineer of the Great Western Company shall reasonably approve :

- (2) The said Work No. 2 or any other main or pipe laid under the powers of this Act if the same shall be carried under the said railway or under any public road crossing the railways of the Great Western Company on the level shall for their entire length across the said railways be laid and carried by means of a steel or iron pipe founded on and surrounded by Portland cement concrete or inclosed in a subway to be constructed and maintained by the Company so that no part of such work shall be less than three feet below the level of the rails of the said railways at the points of crossing :
- (3) In constructing the said works at the said points of crossing and in constructing laying down and executing and also (except in cases of emergency) in effecting the repairs or renewals of any aqueducts conduits mains pipes or other works of the Company by this Act authorised which may be situate upon across over under or in any way affecting the railways lands roads or property belonging to or occupied by the Great Western Company the same shall be done by and in all things at the expense of the Company and under the superintendence (if the same be given) and to the reasonable satisfaction of the said engineer and at such time or times as he shall reasonably approve and so as not to interfere with the structure of any such railways and except as aforesaid and except in cases of repair according to plans sections and particulars to be submitted to and reasonably approved by the said engineer before any such works shall be executed Provided that if the said engineer shall not signify his approval or disapproval of such plans sections and particulars within twenty-eight days after they shall have been submitted to him he shall be deemed to have approved thereof :

- (4) The Company shall restore and make good to the reasonable satisfaction of the said engineer the railways works and property of the Great Western Company and the roads over or under any bridge or over any level crossing of the railway of the Great Western Company or over the approaches to any such bridge or level crossing to the extent to which the same are maintained by the Great Western Company so far as the same may be disturbed or interfered with by or owing to any of the operations of the Company under the powers of this Act Provided that if the Great Western Company so elect they may themselves execute and maintain all such works (other than the actual laying down and maintenance of the pipes) and may recover the reasonable costs of so doing from the Company (including compensation payable to any workmen or their legal representatives or dependents who may be injured or killed whilst employed by the Great Western Company in and about such works):
- (5) All such works shall be constructed executed and maintained so as to cause as little injury or damage as may be to the railways works and property of the Great Western Company and no interruption to the passage or conduct of traffic over such railways or at any station thereon and if any such injury damage or interruption shall arise from the acts operations or things aforesaid or by reason of the failure of the Company to maintain such works or the bursting leakage or failure of any aqueduct conduit main pipe or works of the Company under or near to any railways works or property of the Great Western Company all such injury or damage shall forthwith be made good by the Company at their own expense and to the reasonable satisfaction of the said engineer and the Company shall indemnify the Great Western Company from all claims in respect of any such injury damage or interruption and shall make compensation to the Great Western Company for and in respect thereof including compensation payable to any workmen or their legal representatives or dependents:

A.D. 1914.

A.D. 1914.

- (6) In the event of the Company failing to make good such injury or damage as aforesaid or failing to maintain all such works (where they pass under over or in any way affect the railways works or property of the Great Western Company) in substantial repair and good order to the reasonable satisfaction in all respects of the said engineer or in case of emergency of which the said engineer shall be the sole judge the Great Western Company may make good the same and make and do in and upon as well the lands of the Company as their own lands all such repairs and things as may be reasonably requisite and recover any expense reasonably and properly incurred in that behalf (including compensation payable to any workmen or their legal representatives or dependents) from the Company :
- (7) The Company shall not under the powers of this Act acquire compulsorily any lands of the Great Western Company save and except that the Company may acquire and the Great Western Company on being requested so to do by the Company shall sell to the Company such a right or easement as may be necessary to enable the Company to construct and maintain Work No. 2 over or under the railway and property of the Great Western Company and the Company shall pay to the Great Western Company for any right or easement which they may so require the Great Western Company to sell such sum as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Acts with respect to the acquisition of lands otherwise than by agreement :
- (8) The Company shall bear and on demand pay to the Great Western Company the reasonable expenses (including compensation payable to any workmen or their legal representatives or dependents who may be injured or killed whilst employed by the Great Western Company in and about such works) of the employment by them during the execution by the Company of any works under the powers of this Act over under or across the railways and works of

the Great Western Company of a sufficient number of inspectors signalmen or watchmen to be appointed by the Great Western Company for watching and protecting the said railways and works and the conduct of the traffic thereon with reference to and during the execution of the said works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employ of the Company or their contractors with reference thereto: A.D. 1914.

(9) If the Great Western Company at any time or times hereafter require under their existing powers of which they shall be the sole judges to construct any additional or other works upon their lands or railways or to extend alter or repair their railways bridges viaducts works or property upon across over or under which any of the works of the Company may have been constructed or laid under the powers of this Act the Great Western Company may after giving to the Company fourteen days' notice in writing under the hand of their secretary or general manager or in case of emergency of which the said engineer shall be the sole judge after giving such notice as is possible divert support or carry the said works of the Company across over or under their lands railways bridges works or property at any other point or otherwise deal with the same in as convenient a manner as circumstances will admit and doing as little damage as may be and so as not to interrupt or interfere with the supply of water more than may be necessary without being liable to pay compensation in respect of such diversion supporting carrying or dealing with such works Provided that any works executed by the Great Western Company under this subsection shall be executed under the superintendence (if the same be given) and to the reasonable satisfaction of the Company:

(10) Any additional expense which the Great Western Company may reasonably and properly incur in

A.D. 1914.

widening altering reconstructing repairing or maintaining their railways bridges or works by reason of the existence of the aqueducts conduits mains pipes or other works of the Company laid or executed under the powers of this Act upon across over or under the same shall be paid by the Company;

- (11) Except as in this section otherwise expressly provided any difference arising between the Company and the Great Western Company respecting any of the matters referred to in this section shall be referred to and determined by an arbitrator to be appointed failing agreement at the request of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

Power to  
raise  
additional  
capital.

**31.** The Company may subject to the provisions of Part II of the Companies Clauses Act 1863 raise for the purposes of this Act and for the general purposes of the undertaking in addition to the capital which they have already raised or which they are authorised to raise under the West Gloucestershire Water Acts and Order 1884 to 1911 any sums not exceeding in the whole one hundred and seventy thousand pounds by the creation and issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partially by one or more of those modes respectively but the Company shall not issue any share created under the authority of this Act of less nominal value than ten pounds nor shall any such share or stock vest in the person accepting the same unless and until the full price of such share or stock including any premium obtained upon the sale thereof shall have been paid in respect thereof Provided that it shall not be lawful for the Company to create and issue under the powers of this Act any greater nominal amount of capital than shall be sufficient to produce including any premium which may be obtained on the sale thereof the sum of one hundred and seventy thousand pounds Provided also that not more than one-half of such additional capital shall be raised by the creation and issue of new preference shares or stock.

New shares  
or stock to  
be subject

**32.** Except as by this Act otherwise provided the capital in new shares or stock created by the Company under this Act



and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital Provided that except as may be otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new shares or stock to which a preferential dividend shall be assigned.

A.D. 1914.  
to same incidents as existing shares or stock.

**33.** The Company shall not in respect of any one year pay any larger dividend on the additional capital to be raised under the powers of this Act as ordinary capital or on any part thereof than a dividend at the rate of seven pounds per centum per annum upon any part of such capital which is for the time being actually paid up or represented by fully paid ordinary shares or stock unless a larger dividend be at any time necessary to make up the deficiency of any previous dividend which shall have fallen short of the said yearly rate or a dividend at a greater rate than the rate of five pounds per centum per annum on such part of such additional capital issued as preference capital as may for the time being be actually paid up or represented by fully paid preference shares or stock.

Limitation of dividend on new capital.

**34.—**(1) All shares or stock created under the powers of the section of this Act of which the marginal note is "Power to raise additional capital" shall be issued in accordance with the provisions of this section.

New shares or stock to be sold by auction or tender.

(2) All shares or stock so to be issued shall be offered for sale by public auction or tender in such manner at such times and subject to such conditions of sale as the Company shall from time to time determine Provided as follows:—

(A) Notice of the intended sale shall be given in writing to the clerk to the district council of every district wholly or partly within the limits of supply of the Company and to the secretary of the London Stock Exchange and the secretary of the Bristol Stock Exchange at least twenty-eight days before the day of auction or the last day for the reception of tenders as the case may be and shall also be duly advertised

A.D. 1914.

once in each of two consecutive weeks in one or more local newspapers circulating within the limits of supply :

- (B) A reserve price shall be fixed and notice thereof shall be sent by the Company in a sealed letter to be received by the Board of Trade not less than twenty-four hours before but not to be opened till after the day of auction or last day for the receipt of tenders as the case may be :
- (C) No lot offered for sale shall comprise shares or stock of greater nominal value than one hundred pounds :
- (D) In the case of a sale by tender no preference shall be given to one of two or more persons tendering the same sum In the case of a sale by auction a bid shall not be recognised unless it is in advance of the last preceding bid :
- (E) It shall be one of the conditions of sale that the total sum payable by the purchaser shall be paid to the Company within three months after the date of the auction or of the acceptance of the tender as the case may be.

(3) Any shares or stock which have been so offered for sale and are not sold may be offered at the reserve price to the holders of ordinary and preference shares or stock of the Company in accordance with the provisions of sections 18 19 and 20 of the Companies Clauses Act 1863 and to the employees of the Company and to the consumers of water supplied by the Company in such proportions as the Company may think fit or to one or more of these classes of persons only Provided in the case of an offer to holders of shares or stock that if the aggregate amount of shares or stock applied for shall exceed the aggregate amount so offered as aforesaid the same shall be allotted to and distributed amongst the applicants as nearly as may be in proportion to the amounts applied for by them respectively.

(4) Any shares or stock which have been offered for sale in accordance with subsection (2) or with subsections (2) and (3) of this section and are not sold shall be again offered for sale by public auction or by tender in accordance with the provisions

of this section and any such shares or stock then remaining unsold may be otherwise disposed of at such price and in such manner as the directors may determine for the purpose of realising the best price obtainable. A.D. 1914.

(5) As soon as possible after the conclusion of the sale or sales the Company shall send a report thereof to the Board of Trade stating the total amount of the respective shares or stock sold the total amount obtained as premium (if any) and the highest and lowest prices obtained for the respective shares or stock.

**35.** All moneys raised under this Act including premiums shall be applied only to purposes to which capital is properly applicable and any sum of money which may arise by way of premium from the issue of shares or stock under the provisions of this Act shall not be considered as part of the capital of the Company entitled to dividend. Application of money.

**36.** The Company may subject to the provisions of this Act borrow on mortgage of the undertaking any sum or sums not exceeding in the whole one-third part of the amount of the additional capital which at the time of borrowing has been raised under the powers of this Act. But no sum shall be borrowed in respect of any capital so raised until the Company have proved to a justice of the peace before he gives his certificate under the fortieth section of the Companies Clauses Consolidation Act 1845 that the whole of the shares or stock at the time issued together with the premium (if any) realised on the sale thereof have been fully paid up. Power to borrow in respect of additional capital.

**37.** Section 28 (Appointment of receiver) of the Act of 1909 is hereby repealed as from the passing of this Act but without prejudice to any appointment heretofore made or to the continuance of any proceedings then pending. Appointment of receiver.

The mortgagees of the undertaking 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 arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

A.D. 1914.

Power to  
create debenture  
stock.

**38.** The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 and of section 24 of the Act of 1887.

Receipt in  
case of  
persons not  
sui juris.

**39.** If any money is payable to a shareholder stockholder mortgagee or debenture stockholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Priority of  
money raised  
on mortgage  
or debenture  
stock over  
other claims.

**40.** All money to be raised by the Company on mortgage or debenture stock under the provisions of this Act shall have priority against the Company and the property from time to time of the Company over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act Provided always that this priority shall not affect any claim against the Company or their property in respect of any rentcharge granted or to be granted by them in pursuance of the Lands Clauses Acts or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company which is entitled to rank in priority to or pari passu with the interest on their mortgages or debenture stock nor shall anything in this section contained affect any claim for land taken used or occupied by the Company for the purposes of the Company's undertaking and works or injuriously affected by the construction thereof or by the exercise of any powers conferred on the Company.

Application  
of existing  
capital.

**41.** The Company may apply to the purposes of this Act to which capital is properly applicable any moneys which they are already authorised to raise and which may not be required by them for the purposes for which the same were authorised to be raised.

Amendment  
of section 34  
of Act of  
1884.

**42.** As from the first day of January one thousand nine hundred and fifteen the proviso to section 34 of the Act of 1884 shall be and the same is hereby repealed and as from that date the following provision shall be deemed to have been inserted at the end of and shall form part of the said section (that is to say) :—

Provided that in the case of a fixed bath capable of containing more than fifty gallons the Company may charge in respect thereof such sum as they may think fit.

**43.** As from the time when a supply is afforded by the Company from the service reservoir (Work No. 5) by this Act authorised section 33 of the Act of 1884 shall be repealed and the following provision shall have effect in lieu thereof viz. :—

A.D. 1914.  
Constant  
supply and  
pressure.

The water to be supplied by the Company within the limits of supply shall be constantly laid on under pressure but the Company shall not be required to supply water at a pressure greater than can be afforded by gravitation from the said service reservoir.

**44.**—(1) The Company may make byelaws for the purpose of preventing the waste undue consumption misuse or contamination of water and may by such byelaws prescribe the size nature materials workmanship and strength and the mode of arrangement connexion disconnexion alteration and repair of pipes meters cocks ferrules valves soil pans water closets baths cisterns and other apparatus (in this section referred to as “water fittings”) to be used and forbid any arrangements and the use of any water fittings which may allow or tend to waste undue consumption misuse erroneous measurement or contamination.

Byelaws for  
preventing  
waste &c. of  
water.

(2) Such byelaws shall apply only in the case of premises to which the Company are bound to afford and do in fact afford or are prepared on demand to afford a constant supply.

(3) All such byelaws shall be subject to the provisions contained in sections 182 183 184 and 186 of the Public Health Act 1875 and all penalties imposed for the breach of any such byelaws shall be recoverable in manner provided by that Act for the recovery of penalties and those sections shall for the purposes of this section be construed as if the Company were a local authority within the meaning of those sections and the secretary of the Company were the clerk of the local authority.

(4) A copy of all such byelaws in force for the time being shall be kept at the office of the Company All persons may at all reasonable times inspect such copy without payment and the Company shall cause to be delivered a printed copy of all byelaws for the time being in force to every person applying for the same on payment of a sum not exceeding sixpence for each copy.

(5) In case of failure of any person to observe such byelaws as are for the time being in force the Company may if

A.D. 1914. they think fit after twenty-four hours' notice in writing enter and by and under the direction of their duly authorised officer repair replace or alter any water fittings belonging to or used by such person and not being in accordance with the requirements of such byelaws and the expense of every such repair replacement or alteration shall be recoverable by the Company as the water rates in respect of the premises are recoverable.

(6) As from the date of the coming into operation of the first byelaws made under this section or as from the expiration of eighteen months from the passing of this Act whichever event shall first happen all regulations made under section 37 of the Act of 1884 shall cease to be in force and the sections hereinafter mentioned of the said Act shall be and the same are hereby repealed (that is to say):—

Section 35 (For preventing the fouling of water).

Section 37 (Regulations for preventing waste of water).

Section 38 (Confirmation of regulations).

Section 39 (Publication of regulations).

Section 40 (Evidence of regulations).

Section 41 (For enforcing regulations).

Guarantees  
by district  
councils.

**45.**—(1) Any urban or rural district council the district under whose jurisdiction is in whole or in part within the limits of supply may give and enter into any guarantee or contract for securing payment to the Company of such periodical or other sum or sums at such time or times in such manner and subject to such stipulations as may be agreed by and between such council and the Company for the purpose of or with respect to the providing or laying down by the Company of any main pipe or works for the supply within any part of such district which is within the limits of supply by means of such main pipe or works.

(2) The giving of such guarantee and the performance of any contract in relation thereto shall be deemed to be a purpose for which under the provisions of any general Act relating to the powers of such council they may incur expenditure and any such council may raise in like manner as money may be raised under the provisions of any such general Act any money which may become payable to the Company under this section.

(3) Nothing in this section shall be deemed to authorise any such urban or rural district council to use any water supplied

by the Company under any such guarantee or contract as aforesaid in any part of the district of such council as is beyond the limits of supply and within the limits for the supply of water of any other company supplying water under parliamentary authority without the consent of such other company.

A.D. 1914.

**46.**--(1) Within three months from the completion of Works Nos. 1 2 and 5 by this Act authorised or as from such date as may be agreed between the Malmesbury Rural District Council (in this section referred to as "the council") and the Company the Company shall take over and the council shall transfer to the Company the waterworks undertaking of the council situate in the parish of Sherston in the county of Wilts.

Transfer of waterworks undertakings of local authorities.

(2) As from the completion of the transfer of the said undertaking the Company shall be responsible for the future payment of the instalments of principal and of the interest accruing on the loan indebtedness of the council in respect of such undertaking at the amount at which such indebtedness shall stand at the date of the completion of such transfer and shall indemnify the council from all liability in respect of such indebtedness.

(3) The council shall duly pay and discharge all instalments of principal and interest which shall become due in respect of such indebtedness prior to the date of the transfer of the said undertaking.

(4) The loan indebtedness of the council in respect of the said undertaking shall not after the transfer thereof to the Company as herein-before provided be reckoned as outstanding in calculating the amount which the council may borrow under the Public Health Act 1875.

(5) As from the completion of the transfer as aforesaid the said undertaking shall for all purposes whatsoever form part of the undertaking and the Company may from time to time use maintain renew extend repair sell and dispose of any waterworks comprised in or forming part of the undertaking so transferred.

(6) The Company may purchase and any local authority of any district within the limits of supply (other than the council) are hereby empowered with the approval of the Local Government Board to sell the waterworks undertaking of such authority upon such terms and subject to such conditions as may be agreed

A.D. 1914. — between the Company and such authority and as from the completion of any such sale and purchase any such waterworks shall for all purposes whatsoever form part of the undertaking and the Company may from time to time maintain renew extend and repair the same accordingly.

(7) Any moneys received by any such local authority in respect of any such sale shall be applied first in repayment of any money outstanding in respect of moneys borrowed by such authority for the purposes of the undertaking so sold and secondly to such other purposes to which capital money is properly applicable as the Local Government Board may sanction.

(8) The prohibition contained in the section of this Act of which the marginal note is "Limiting powers of Company to abstract water" shall not apply to any waterworks purchased by the Company under the provisions of this section or to the lands on which the same are situate.

(9) For the purposes of section 52 of the Public Health Act 1875 any parish or district supplied from any such waterworks undertaking shall not be deemed to form part of the limits of supply until the transfer of the undertaking from which such parish or district is supplied.

As to qualification of directors.

**47.** Notwithstanding anything in the Companies Clauses Consolidation Act 1845 no person shall be disqualified from being a director of the Company by reason of his holding any office or place of trust or profit under the Company or by reason of his being interested in any contract with the Company nor shall any director be required to cease from voting or acting as a director by reason of his accepting any such office or place of trust or profit or becoming interested in any such contract Provided that in the case of his being or becoming interested in any contract with the Company whether such interest shall arise before or after his appointment as a director the nature of his interest in the contract shall be disclosed by him at the meeting of the directors at which the contract is determined on if his interest then exists or in any other case at the first meeting of the directors after the acquisition of his interest or after his appointment and also in the next annual report of the Company and that no director shall as a director vote in respect of any such contract and if he does so vote his vote shall not be counted but this prohibition shall not apply to any contract



by or on behalf of the Company to give to the directors or any of them any security by way of indemnity. A.D. 1914.

48. Except in the case of a director retiring by rotation and offering himself or being proposed for re-election no person shall be capable of being elected a director of the Company in place either of a director retiring by rotation or of a director dying refusing to act or ceasing to be qualified or being disqualified to act unless notice in writing that such person intends to offer himself or will be proposed for the office of director shall have been given to the secretary of the Company or left at the office of the Company fourteen days at least before the day of election. Notice of candidature for office of director.

49.—(1) The directors of the Company may appoint one or more of their body to be managing director or managing directors of the Company either for a fixed term or without any limitation as to time and may remove or dismiss him or them from office and appoint another or others in his or their place or places. As to appointment of managing director.

(2) A managing director shall not while holding that office be subject to retirement by rotation and shall not be taken into account in determining the rotation of retirement of directors but if he ceases to hold the office of director from any other cause he shall ipso facto immediately cease to be a managing director.

(3) The remuneration of a managing director shall from time to time be fixed by the directors and may be by way of salary or commission or participation in profits or by any or all of those modes.

(4) The directors may entrust to and confer upon any managing director such of the powers exercisable by the directors and subject to such conditions as they may think fit and may from time to time revoke withdraw alter or vary all or some of such powers.

50. The Company may annually appoint one person or two persons or a firm of accountants who shall be a member or members of the Institute of Chartered Accountants or the Society of Incorporated Accountants and Auditors or an accountant or accountants approved by the Board of Trade to be the auditor or auditors of the Company and it shall not be necessary for any auditor to hold any share or stock of the Company. Auditors.

A.D. 1914.  
Telephonic  
wires and  
apparatus in  
streets.

**51.** The Company subject to the provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets may for the purpose of effecting telegraphic or telephonic communication between to or from the Company's works or offices lay down maintain alter repair and renew mains tubes electric and other wires and apparatus in the soil of any street road highway or footpath within the limits of supply or within which any mains pipes or apparatus of the Company may be constructed or laid under the powers of this Act.

For pro-  
tection of  
Postmaster-  
General.

**52.** Any electric wires telegraphs telephones or other apparatus or appliances laid down or maintained by the Company under the provisions of this Act shall not be used for the transmission of telegrams in contravention of the exclusive privilege conferred upon the Postmaster-General by the Telegraph Act 1869 and shall be so constructed maintained and used as to prevent interference with any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General or with telegraphic communication by means of any such telegraphic line.

As to pay-  
ments for  
postal and  
other  
facilities.

**53.** The Company may undertake to pay to the Postmaster-General any loss which he may sustain by reason of the establishment or maintenance at their request of any telegraph office or of any additional facilities (postal or otherwise) in connexion with the new waterworks and any expenses incurred by the Company under such undertaking may be defrayed out of any revenue or funds of the Company.

Directors  
may deter-  
mine remun-  
eration of  
secretary.

**54.** In addition to the powers which the directors of the Company may exercise under the Companies Clauses Acts 1845 to 1889 they may from time to time determine the remuneration of the secretary of the Company.

Several sums  
in one sum-  
mons.

**55.** Where the payment of more than one sum by any person is due under the West Gloucestershire Water Acts and Order 1884 to 1914 any summons or warrant issued for the purposes of any of those Acts or that Order in respect of that person may contain in the body thereof or in a schedule thereto all the sums payable by him.

Liability to  
water rate not  
to disqualify  
justices from  
acting.

**56.** No justice or judge of any county or quarter sessions shall be disqualified from acting in the execution of the West Gloucestershire Water Acts and Order 1884 to 1914 by reason

of his being liable to the payment of any water rate under any of those Acts or that Order. A.D. 1914.

**57.** Penalties imposed under the West Gloucestershire Water Acts and Order 1884 to 1914 and the Acts wholly or in part incorporated therewith for one and the same offence shall not be cumulative. Penalties not cumulative.

**58.** Save as otherwise by this Act expressly provided all offences against the West Gloucestershire Water Acts and Order 1884 to 1914 and all penalties forfeitures costs and expenses imposed or recoverable under those Acts or any byelaw made in pursuance thereof may be prosecuted and recovered in a summary manner Provided that costs or expenses except such as are recoverable along with a penalty shall not be recovered as penalties but may be recovered summarily as civil debts. Recovery of penalties &c.

**59.** Proceedings for the recovery of any demand made under the authority of the West Gloucestershire Water Acts and Order 1884 to 1914 or any incorporated enactment whether provision is or is not made for the recovery in any specified court or manner may be taken in any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action. Recovery of demands.

**60.** 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. Costs of Act.

---

Printed by EYRE and SPOTTISWOODE, Ltd.,

FOR

FREDERICK ATTERBURY, Esq., C.B., the King's Printer of Acts of Parliament.

---

And to be purchased, either directly or through any Bookseller, from  
WYMAN AND SONS, LTD., 29, BREAMS BUILDINGS, FETTER LANE, E.C., and  
28, ABINGDON STREET, S.W., and 54, ST. MARY STREET, CARDIFF; or  
H.M. STATIONERY OFFICE (SCOTTISH BRANCH), 23, FORTH STREET, EDINBURGH; or  
E. PONSONBY, LTD., 116, GRAFTON STREET, DUBLIN;  
or from the Agencies in the British Colonies and Dependencies,  
the United States of America, the Continent of Europe and Abroad of  
T. FISHER UNWIN, LONDON, W.C.