



## CHAPTER XX.

An Act to authorise the Bristol Waterworks Company A.D. 1917.  
to construct new waterworks and for other purposes.  
[10th July 1917.]

**W**HEREAS the Bristol Waterworks Company (in this Act called "the Company") were incorporated by the Bristol Waterworks Act 1846 and their powers were extended by two subsequent Acts passed in the years 1850 and 1853 respectively:

And whereas the said three Acts were repealed by the Bristol Waterworks Act 1862 but the Company were by that Act continued incorporated by the same name and further powers were conferred upon the Company by the Bristol Waterworks Amendment Act 1865 the Bristol Waterworks Act 1872 the Bristol Waterworks Act 1882 the Bristol Waterworks Act 1888 the Bristol Waterworks Act 1889 the Bristol Waterworks Act 1895 the Bristol Waterworks Act 1900 the Bristol Waterworks Act 1902 and the Bristol Waterworks Act 1914:

And whereas the demand for water in the limits of supply of the Company has increased and is increasing and in order to enable the Company to meet the increasing demands it is expedient that the Company should be empowered to construct and maintain new waterworks and to obtain a further supply of water and to acquire additional lands easements and rights as by this Act provided:

And whereas for the purpose of preventing the pollution of such further supply it is expedient that the sewerage works in this Act more particularly described should be constructed:

And whereas the capital which the Company are by the said Acts authorised to raise by the issue of stock or shares amounts to two million and ninety-four thousand pounds and

A.D 1917. the Company are by the said Acts authorised to borrow on mortgage or to raise by the issue of debenture stock a total sum of five hundred and twenty-three thousand five hundred pounds :

And whereas the Company have raised capital to the extent of two million nine thousand and one pounds nineteen shillings by the creation and issue of ordinary and preference shares and stock and by the conversion of borrowed money into capital and have raised by the creation and issue of debenture stock sums amounting in the aggregate to four hundred and eighty-six thousand nine hundred and sixty-nine pounds :

And whereas it is expedient that powers should be conferred upon the Company with respect to the raising of additional capital and other matters as by this Act is provided :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

And whereas plans and sections showing the lines and levels of the works authorised by this Act and plans of the lands which may be taken compulsorily under the powers of this Act and a book of reference to such 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 clerk of the peace for the county of Somerset and are hereinafter respectively referred to as the deposited plans sections and book of reference :

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 :—

Short title  
and citation.

1. This Act may be cited as the Bristol Waterworks Act 1917 and the Bristol Waterworks Acts 1862 to 1914 and this Act may be cited together as the Bristol Waterworks Acts 1862 to 1917.

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 (namely) :—

(1) The Lands Clauses Acts :

(2) The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof and in construing the said provisions for the purposes of this Act the expression "the railway" means the works described in this Act and the expression "the centre of the railway" means any part of those works:

(3) The Waterworks Clauses Acts 1847 and 1863 except in section 44 of the Waterworks Clauses Act 1847 the words "with the consent in writing of the owner or "reputed owner of any such house or of the agent "of such owner":

(4) The 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 nonpayment of calls;

The remedies of creditors of the Company against the shareholders;

The consolidation of the shares into stock;

The general meetings of the Company and the exercise of the right of voting by the shareholders (except section 66 ordinary meetings to be held half yearly);

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

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.

A.D. 1917.  
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 Company” means the Bristol Waterworks Company;

“The Act of 1889” “the Act of 1902” and “the Act of 1914” mean respectively the Bristol Waterworks Act 1889 the Bristol Waterworks Act 1902 and the Bristol Waterworks Act 1914;

“The limits of supply” means the limits within which the Company are by the Bristol Waterworks Acts 1862 to 1917 authorised to supply water;

“The new waterworks” means the several works described in the section of this Act of which the marginal note is “Power to make new waterworks”;

“The sewerage works” means the sewerage works and works in connexion therewith authorised by this Act;

“The corporation” means the lord mayor aldermen and burgesses of the city of Bristol;

“The Somerset Council” means the county council of the administrative county of Somerset; and

“The Axbridge Council” means the Axbridge Rural District Council.

Power to  
make new  
waterworks.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and situations 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 the following works and may enter upon take and use all or any of the lands delineated on the deposited plans relating thereto and described in the deposited book of reference (that is to say):—

Work No. 1 An intake and chamber on the north bank of the River Yeo situate in the parish of Cheddar:

Work No. 2 A weir across the River Yeo situate in the said parish:

Work No. 3 A line or lines of pipes (No. 1) situate in the said parish commencing at or in the intake and chamber (Work No. 1) by this Act authorised and

terminating at or in the pumping station (Work No. 4) A.D. 1917.  
by this Act authorised:

Work No. 4 A pumping station situate in the said parish:

Work No. 5 A line or lines of pipes (No. 2) commencing in the said parish at or in the pumping station (Work No. 4) by this Act authorised and terminating in the parish of Blagdon in the Yeo Reservoir belonging or reputed to belong to the Company:

Work No. 6 A line or lines of pipes (No. 3) situate in the parish of Rowberrow commencing by a junction with the line or lines of pipes (No. 2) (Work No. 5) by this Act authorised and terminating in the service reservoir (Work No. 7) by this Act authorised:

Work No. 7 A service reservoir situate in the said parish of Rowberrow:

And the Company in addition to the foregoing works may upon any of the lands included within the respective limits of deviation of such works shown upon the deposited plans make and maintain all such dams walls embankments piers bridges tanks water towers gauges filter beds sluices byewashes waste water channels overflows shafts tunnels aqueducts culverts cuts catchwaters channels conduits mains pipes drains telegraphs telephones engines machinery plant apparatus approaches buildings works and conveniences as may be necessary or convenient in connexion therewith or incidental thereto or necessary or expedient for obtaining storing intercepting or filtering the water which the Company are by this Act authorised to appropriate.

5. Subject to the provisions of this Act the new water-works and the lands hereby authorised to be acquired and held for the purposes thereof or in connexion therewith shall for all purposes whatsoever form part of and be comprised in the undertaking of the Company. New water-works to form part of undertaking of Company.

6. Subject to the provisions of this Act the Company may collect impound take use divert and appropriate for the purposes of their undertaking by means of the intake and chamber (Work No. 1) by this Act authorised the water derived from the springs feeding the pond known as Cox's Mill Pond in the parish of Cheddar. Power to take waters.

7. The Company shall not construct any works for taking or intercepting water from any lands acquired by them unless Limiting powers of Company.

A.D. 1917.  
to abstract  
water.

Provisions  
respecting  
abstraction  
of water.

the works are authorised by and the lands upon which the same are to be constructed are specified in this or some other Act of Parliament.

8.—(1) The Company shall not collect impound take use divert or appropriate any water which the Company are by this Act authorised to collect impound take use divert and appropriate otherwise than by means of the intake and chamber (Work No. 1) by this Act authorised nor when the quantity of water flowing over the weir (Work No. 2) by this Act authorised shall be less than at the rate of three million gallons in twenty-four hours.

(2) Before the Company collect impound take use divert or appropriate any such water they shall provide and maintain a suitable gauge or other apparatus for measuring the quantity of water flowing over the said weir and such gauge or other apparatus shall be open at all reasonable times to the inspection and examination of the Axbridge Council and of all persons interested in the flow of the said water.

(3) In case of any neglect on the part of the Company to maintain the said gauge or other apparatus in a state of efficiency and in case of any failure of the Company to permit the said quantity of water so to flow over the said weir the Company shall for every day on which such neglect or failure occurs forfeit and pay to each of the persons affected thereby the sum of five pounds and shall in addition make compensation for any loss damage or injury sustained by such persons or any of them and any such sum or compensation shall be recoverable summarily.

(4) If any difference arises between the Company and any person so interested with respect to the construction or use of the said gauge or other apparatus or the state of repair or condition thereof such difference shall be referred to the arbitration of an engineer to be nominated (unless otherwise agreed) on the application of either party by the Board of Agriculture and Fisheries.

(5) The provisions of this section shall be accepted and taken by all persons interested as full compensation for all water which the Company can take divert collect impound or appropriate by means of the new waterworks.

Power to  
make sewer-  
age works.

9. Subject to the provisions of this Act the Company may and shall make and until the transfer provided for by the section

of this Act of which the marginal note is "Transfer of sewerage works to Axbridge Council" maintain in the lines and situations 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 the following sewerage works and may enter upon take and use all or any of the lands delineated on the deposited plans relating thereto and described in the deposited book of reference (that is to say):—

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Work No. 8 A sewer or conduit (No. 1) commencing in Cliff Road in the said parish of Cheddar and terminating in the ejector chamber (Work No. 13) by this Act authorised:

Work No. 9 A sewer or conduit (No. 2) commencing at a point 1.50 chains or thereabouts south-west of the entrance to Gough's Cavern in the said parish and terminating by a junction with the sewer or conduit (No. 1) (Work No. 8) by this Act authorised:

Work No. 10 A sewer or conduit (No. 3) commencing in the enclosure numbered 633 on the  $\frac{1}{2500}$  Ordnance map of the said parish (second edition 1903) and terminating by a junction with the sewer or conduit (No. 1) (Work No. 8) by this Act authorised:

Work No. 11 A sewer or conduit (No. 4) commencing at or near the western end of the building known as Sycamore House in the said parish and terminating by a junction with the sewer or conduit (No. 1) (Work No. 8) by this Act authorised:

Work No. 12 A sewer or conduit (No. 5) commencing in the enclosure numbered 627 on the said Ordnance map of the said parish and terminating by a junction with the sewer or conduit (No. 1) (Work No. 8) by this Act authorised:

Work No. 13 An ejector chamber in the highway known as Church Street in the said parish:

Work No. 14 A sewer or conduit (No. 6) commencing at or in the ejector chamber (Work No. 13) by this Act authorised and terminating in the sewage purification works (Work No. 15) by this Act authorised:

Work No. 15 Sewage purification works in the enclosure numbered 1259 on the said Ordnance map of the said parish:

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Work No. 16 A sewer or conduit (No. 7) commencing at the sewage purification works (Work No. 15) by this Act authorised and terminating in the River Yeo in the said parish :

Work No. 17 An air compressing station in the enclosure numbered 909 on the said Ordnance map of the said parish :

Work No. 18 An air pressure line or lines of pipes commencing at or in the air compressing station (Work No. 17) by this Act authorised and terminating at or in the ejector chamber (Work No. 13) by this Act authorised :

Work No. 19 A sewer or conduit (No. 8) commencing in Cliff Road aforesaid and terminating in the said River Yeo in the said parish :

Together with all necessary sewers manholes ventilators flushing tanks ejector chambers turbines air compressors drains outfalls overflows weirs sluices culverts conduits channels gauges syphons relief valves tanks shafts works machinery plant and conveniences.

Limits of deviation.

**10.** In the construction of the new waterworks and the sewerage works 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 five feet upwards and to any extent downwards Provided that except for the purposes of crossing over a stream dyke watercourse or railway no part of the lines of pipes sewers or conduits shall be raised above the surface of the ground unless and except so far as is shown on the deposited sections.

Period for completion of works.

**11.**—(1) If the works by this Act authorised and delineated on the deposited plans are not completed within the period of five years from the passing of this Act then on the expiration of that period the powers by this Act granted for the making thereof respectively 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 deepening altering renewing or removing any of the new waterworks or increasing or improving their supply of water 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.

(2) The Board of Trade may at any time on the application of the Company and on being satisfied that the Company have been prevented by any circumstance arising out of the present war from completing the said works or as the case may be some part or parts thereof within the said period of five years make an order extending such period and this section shall thereupon have effect as if the period as so extended were substituted for the period specified in this section.

(3) Before dealing with any such application the Board of Trade may require the Company to publish or give any notices which the said Board direct and may give any person appearing to the Board to be interested in the question of the extension of such period an opportunity of representing his views to the Board in such manner as the Board think fit Any order made by the Board on such application shall be published in the London Gazette.

**12.** Subject to the provisions of this Act the Company may enter upon take and use for the purpose of protecting from pollution fouling or contamination the waters which they are by this Act authorised to appropriate and use and for other purposes of their undertaking the following lands shown on the deposited plans and described in the deposited book of reference in the said parish of Cheddar (that is to say):—

Power to  
acquire  
lands.

(A) Certain lands numbered 635 639 636 631 630 628 469 468 466 467 471 472 632 633 874 627 626 873 875 and 868 on the  $\frac{1}{2500}$  Ordnance map of the said parish (second edition 1903):

(B) Certain lands comprising the mill known as Scourses Mill and the enclosures and parts of the enclosures numbered 1142 1144 894 897 and 1143 on the said Ordnance map:

(c) Certain lands comprising the enclosures or parts of the enclosures numbered 415 414 634 and 867 on the said Ordnance map.

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Limiting  
quantity of  
common land  
to be taken.

**13.** The Company shall not under the powers of this Act purchase or take any common or commonable lands forming part of Compton Bishop Hill but the Company may in lieu of acquiring any of the said land purchase and take such easement or right in a portion thereof not exceeding one acre two roods and two perches or thereabouts as the Company may require for the purpose of making renewing and maintaining the line or lines of pipes (No. 2) (Work No. 5) by this Act authorised.

Lands for  
sewage  
purification  
purposes.

**14.** Subject to the provisions of this Act the Company may enter upon take and use for the purposes of the sewage purification works (Work No. 15) by this Act authorised and purposes connected therewith the following lands in the said parish of Cheddar shown on the deposited plans and described in the deposited book of reference (that is to say):—

Certain lands three acres or thereabouts in extent situate in and being the south-western portion of the enclosure numbered 1259 on the  $\frac{1}{2500}$  Ordnance map of the said parish (second edition 1903);

and they may erect make provide lay down and maintain on such lands such bacteria beds humus tanks screens filter beds tanks junctions sewers drains outfalls overflows weirs sluices culverts conduits channels engines pumps works and conveniences as they may from time to time deem requisite for the purposes aforesaid.

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.

Period for  
compulsory  
purchase of  
lands.

**15.**—(1) 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.

(2) The Board of Trade may at any time on the application of the Company and on being satisfied that the Company have been prevented by any circumstance arising out of the present war from purchasing the said lands or as the case may be some part or parts thereof within the said period of three years make an order extending such period and this section shall thereupon have effect as if the period as so extended were substituted for the period specified in this section.

(3) Before dealing with any such application the Board of Trade may require the Company to publish or give any notices

which the said Board direct and may give any person appearing to the Board to be interested in the question of the extension of such period an opportunity of representing his views to the Board in such manner as the Board think fit Any order made by the Board on such application shall be published in the London Gazette.

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**16.**—(1) The Company may in lieu of acquiring any lands for the purposes of the works authorised by this Act 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 of the acquisition of such easements as fully as if the same were lands within the meaning of those Acts.

Company may acquire easements only in certain cases.

(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 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.

**17.** 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.

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Power to  
hold lands  
for protec-  
tion of water-  
works.

**18.** The Company may hold any lands acquired by them under the powers of this Act which they may deem necessary for the purpose of protecting the new waterworks against pollution fouling and contamination and so long as such necessity shall continue such lands shall not be deemed to be superfluous lands within the meaning of this Act or the Lands Clauses Acts respectively but the Company shall not create or permit a nuisance on any such lands and shall not erect any buildings thereon other than offices and dwellings for persons in their employ and such buildings and works as may be incident to or connected with their undertaking.

Power to  
agree as to  
drainage of  
lands.

**19.** The Company may make and carry into effect agreements with the owners lessees or occupiers of any lands within the drainage area of the new waterworks with reference to the execution by the Company or such owners lessees or occupiers of such works as may be necessary for the purpose of draining such lands or any of them or for more effectually collecting and conveying and preserving the purity of the waters by this Act authorised to be diverted collected and appropriated by the Company flowing to upon or from such lands directly or derivatively into such new waterworks.

Discharge of  
water into  
streams.

**20.**—(1) For the purpose of executing constructing laying down enlarging extending repairing renewing cleansing emptying removing or examining any of the new waterworks the Company may cause the water in any such waterwork 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 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.

(3) The Company shall not under the powers of this section discharge water in such manner as to injure the structure of the railway or other works of the Great Western Railway Company.

Offensive  
matter not  
to be thrown  
into River  
Yeo or its  
feeders above  
Work No. 2.

**21.** If any person without lawful excuse (the proof whereof shall lie upon him) shall knowingly and wilfully discharge throw or put or cause or suffer to fall into or enter the River Yeo above the weir (Work No. 2) by this Act authorised or

feeders of that river numbered on the deposited plans 99 and 112 in the parish of Cheddar any offensive matter whether solid or fluid or any rubbish earth mud ashes dirt soil or refuse of any description he shall for every such offence be liable on summary conviction to a penalty not exceeding five pounds.

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**22.**—(1) Upon the written request of the Axbridge Council the Company shall on behalf of and as contractors for the Axbridge Council and at the expense of the Company connect with the sewerage works any land in the parish of Cheddar situate on the up-stream side of the bridge over the River Yeo near St. Andrew's Church in the said parish and below the weir (Work No. 2) by this Act authorised the sewage whereof flows or passes at the date of the passing of this Act by means of a pipe or drain directly from such land into the River Yeo otherwise than through any sewer belonging to the Axbridge Council Provided that before making any such request as aforesaid the Axbridge Council shall obtain the written consent of the owner and occupier of such land and in any case where the Company may require to lay any connecting pipe through any other land the like consent of the persons owning and occupying or having any other interest in the same Subject as aforesaid the Company may enter upon any such land for the purposes of this subsection.

Connexion  
of existing  
drains with  
sewerage  
works.

(2) The Company may and upon the written request of the Axbridge Council shall at their own expense after written notice to the owner of any sewer or drain discharging into the River Yeo above the weir (Work No. 2) by this Act authorised connect such sewer or drain with the sewerage works and the Axbridge Council shall upon the request of the Company permit the owner or occupier of any land to convey by means of a pipe or drain storm rain or other water (not being sewage matter) from such land into the sewer or conduit No. 8 (Work No. 19) by this Act authorised.

(3) The Company shall restore all walls fences buildings erections pipes or other permanent works which may have been damaged by them in the exercise and performance of the powers and obligations conferred or imposed on them by this section.

**23.**—(1) The sewerage works shall be constructed in compliance with the requirements and regulations of the Local Government Board and in accordance with plans sections and

Further pro-  
visions as to  
sewerage  
works.

A.D. 1917. descriptions submitted to and reasonably approved by the Axbridge Council and to their reasonable satisfaction and the said works (other than the storm water sewer (Work No. 19) by this Act authorised) shall be of sufficient capacity to take the whole of the sewage of the village of Cheddar. Provided that all sewage and rain or storm water which can be led by gravitation to the sewage purification works (Work No. 15) by this Act authorised shall be excluded from the sewers leading to the ejector chamber (Work No. 13) by this Act authorised.

(2) The said Work No. 13 shall be of sufficient capacity to deal with such sewage after the exclusion therefrom so far as practicable of storm rain or other water coming from the area drained into the sewers leading to the said Work No. 13.

(3) Work No. 15 by this Act authorised shall be constructed by the Company of a sufficient capacity to deal with one-third of the sewage flow of the village of Cheddar as existing at the passing of this Act (such flow being calculated at a rate of twenty-five gallons a day in dry weather and not exceeding a rate of one hundred and fifty gallons a day in periods of rainfall for each inhabitant of the said village) and the Company shall acquire sufficient land to provide for the construction of works capable of dealing with the whole of the sewage flow of the said village as then existing.

(4) During the construction of the sewerage works the Axbridge Council may inspect the same and the cost of their so doing to an extent not exceeding in all fifty guineas shall be borne by the Company.

(5) The Company shall in constructing the sewerage works make reasonable provision to allow of connexions being made by the Axbridge Council between the existing sewers of the Axbridge Council and the sewerage works provided that the Axbridge Council shall before connecting any sewer of the Axbridge Council with the sewerage works make reasonable provision for the exclusion of storm rain or other water from such sewers.

(6) Any question which may arise under this section between the Company and the Axbridge Council shall be determined by an arbitrator to be agreed between the parties or failing agreement to be appointed by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

**24.**—(1) When and so soon as the sewerage works shall have been made and completed to the reasonable satisfaction of the Axbridge Council or an arbitrator as provided for by the last preceding section of this Act the sewerage works and all lands on or in which the same are constructed or which have been acquired by the Company for the purpose of such works and all easements and rights appertaining thereto shall under and by virtue of this Act be transferred to and vested in the Axbridge Council free of cost and the Axbridge Council shall thereafter maintain the same as the sanitary authority in accordance with the Public Health Acts and all obligations and liabilities of the Company under this Act in connexion with the sewerage works shall thenceforth cease and determine.

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Transfer of sewerage works to Axbridge Council.

(2) Notwithstanding any provisions of any public or local Act the sewerage works shall not vest in the Axbridge Council otherwise than as is provided by subsection (1) of this section.

**25.** Notwithstanding anything contained in this Act the Company shall not commence to exercise the powers conferred by the section of this Act of which the marginal note is "Power to take waters" until the sewerage works have been completed and are available for use for the reception treatment purification and disposal of all sewage and drainage which might otherwise pollute foul or contaminate the waters which they are by this Act authorised to appropriate and use nor until the Company have taken all such steps (including the interception by means of sewers or drains connected with the sewerage works of all sewage and drainage from lands or houses abutting upon roads in which the sewers or conduits by this Act authorised are to be laid and situate above the weir (Work No. 2) by this Act authorised and the exercise of the powers conferred by subsection (2) of the section of this Act of which the marginal note is "Connexion of existing drains with sewerage works") as may be necessary for preventing such pollution fouling or contamination as aforesaid.

Power to take waters not to be exercised until sewerage works completed.

**26.**—(1) Subject as is in this section provided the Company shall on receiving reasonable notice in writing from the Axbridge Council supply to the Axbridge Council from the line or lines of pipes No. 2 (Work No. 5) by this Act authorised and the Rowberrow Reservoir (Work No. 7) by this Act authorised for use in the parishes of Banwell Puxton Wick St. Lawrence Congresbury Wrington Churchill Shipham Rowberrow Compton Bishop and Winscombe such quantity of unfiltered water in bulk

Supply in bulk to Axbridge Rural District Council.

A.D. 1917. — as may be required for such parishes not exceeding in the whole two hundred and fifty thousand gallons in any one day of twenty-four hours and the Axbridge Council shall pay for such water supplied at the rate of fivepence per one thousand gallons For the purpose of affording any supply provided for by this section all necessary and proper connexions between the works of the Company and the mains or pipes of the Axbridge Council shall be made by the Company at the expense of the Axbridge Council.

(2) Notwithstanding anything in this section contained if the Axbridge Council obtain a supply of water from the urban district council of Weston-super-Mare under the terms of an indenture of conveyance dated the eleventh day of March one thousand nine hundred and fifteen and made between the Company of the one part and the urban district council of Weston-super-Mare of the other part or in substitution for the supply provided for by that indenture the quantity of water which the Company are under obligation to supply to the Axbridge Council under the provisions of subsection (1) of this section shall be deemed to be reduced by the quantity of water (not exceeding one hundred thousand gallons in any one day of twenty-four hours) so obtained by the Axbridge Council from the urban district council of Weston-super-Mare.

(3) All water supplied by the Company under the provisions of this section shall be taken at such point or points as may be agreed between the Company and the Axbridge Council or as failing such agreement may be determined as in this section is hereinafter provided but so that any supply given from the Rowberrow Reservoir under the provisions of this section shall be given at one such point and so that any supply given from the said line or lines of pipes No. 2 (Work No. 5) shall if the Axbridge Council so desire be given at three such points on such line or lines of pipes.

(4) All water supplied by the Company under the provisions of this section shall be measured by a meter or meters to be provided and fixed by the Company at each of the points at which the supply shall be taken and such meter or meters shall at all times be kept in good repair working order and condition by the Company and renewed when necessary.

(5) All payments for the water supplied under the provisions of this section shall be made quarterly on the first day of January the first day of April the first day of July and the first day of



October in every year and the Axbridge Council shall also pay to the Company on each of such days in addition to the amount due in respect of water supplied the usual charge for the hire of each meter fixed under the provisions of subsection (4) of this section. A.D. 1917.

(6) The Company shall not be liable for any damage loss or expenses caused by any failure in the supply of water to the Axbridge Council if such failure be occasioned by frost unusual drought or any other unavoidable cause or accident.

(7) The agreement dated the nineteenth day of April one thousand nine hundred and two and made between the Company of the one part and the Somerset Council of the other part is hereby cancelled.

(8) Any difference between the Company and the Axbridge Council under this section shall be referred to and settled by an arbitrator to be agreed upon between the parties or failing such agreement appointed 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.

**27.** Nothing in this Act contained shall be deemed to prevent the Axbridge Council extending or increasing the supply of water which is now obtained by them from the waterworks of the Axbridge Council at Charterhouse in the rural district of Axbridge and the Company shall not in any way prejudicially affect the supply of water from those waterworks. Saving Ax-  
bridge Coun-  
cil's rights to  
their Char-  
terhouse  
supply.

**28.** For the protection of the Somersetshire Drainage Commissioners (in this section called "the commissioners") the following provisions shall unless otherwise agreed in writing between the Company and the commissioners apply and have effect (that is to say):— For pro-  
tection of  
Somerset-  
shire  
Drainage  
Commis-  
sioners.

(1) The line or lines of pipes No. 2 (Work No. 5) by this Act authorised so far as laid within the jurisdiction of the commissioners shall be so laid and maintained and the work of laying and maintaining the same so executed as not to impede the flow of water in any river rhyne ditch stream or other work under the jurisdiction of the commissioners or to cause flooding therefrom:

(2) If the Company at any time desire to construct a new dam or clyse on the River Axe at Bleadon in substitution for the existing dam or clyse they shall be

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—

at liberty to do so at their own expense and such new dam or clyse shall be so designed and constructed as to be capable of being locked and the key of such lock shall be kept in the custody of a responsible person under the orders and control of the commissioners or of the district drainage committee:

- (3) If the Company desire to construct a water level recorder at the Bleadon dam or clyse for the time being existing they shall be at liberty to do so and if they shall so desire to maintain and work the same at their own expense and such recorder after the construction thereof shall become and remain the property of the commissioners:
- (4) The top cill of the existing dam at Bleadon and of the new dam or clyse if constructed by the Company shall be set at 18·32 feet above Ordnance datum:
- (5) The commissioners shall so far as practicable prevent the abstraction of water from the River Axe for other than irrigation or agricultural purposes of the districts served by such water and in order to conserve the waters of the said river in times of drought during the period when the existing dam or clyse at Bleadon or the new dam or clyse to be built in substitution therefor as provided in subsection (2) of this section has been closed the Company shall cease to pump or abstract water from the said river until the water level at the upper side of the said dam or clyse has been raised to the top cill level thereof and thereafter the Company shall be entitled to resume pumping or abstracting water from the river but only if and so long as the water level in the river can be maintained at top cill level:
- (6) The commissioners may and shall if so required by the Company construct at the cost and expense of the Company a new clyse on the Mark Yeo River within the Lower Brue district near to the boundary dividing that district from the Lower Axe district:
- (7) Whenever and so long as such new clyse on the Mark Yeo River shall be open the existing clyse at Stook House on the Yarrow Yeo Rhyne shall be closed by the commissioners and the commissioners shall regulate any other water communication between the

River Axe and the River Brue in a similar manner so as to prevent the escape of the waters of the River Axe to the River Brue at such time or times as the existing dam or clyse at Bleadon or the new dam or clyse to be built in substitution therefor as provided in subsection (2) of this section is closed :

- (8) The commissioners shall at the cost and expense of the Company maintain in good order and condition the new dam or clyse which may be erected at Bleadon under subsection (2) hereof the before-mentioned clyse at Stook House and the new clyse on the Mark Yeo River :
- (9) Twenty-eight days before the Company commence to construct a new dam or clyse at Bleadon or to execute or carry out any work authorised by this Act under or through or alongside any river rhyne ditch stream or other work under the jurisdiction of the commissioners the Company shall submit to the commissioners for their reasonable approval plans sections and other necessary particulars showing how they propose to construct or execute such dam clyse or other works or to carry out any alteration or repair thereof The Company shall not interfere with any such river rhyne ditch stream or other work until they shall have given to the commissioners three clear days' notice in writing of their intention so to do and such notice shall not be given until the said plans sections and particulars shall have been approved by the commissioners or in the event of difference by an arbitrator as hereinafter provided All such works as aforesaid shall be carried out in accordance with the plans sections and particulars so approved as aforesaid and to the reasonable satisfaction of an engineer acting on behalf of the commissioners and under his superintendence if the commissioners consider it necessary that such superintendence should be given :
- (10) The Company shall on demand pay to the commissioners all costs and expenses reasonably incurred by the commissioners under subsections (6) (8) and (9) of this section :

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- (11) The Company shall not permit the discharge of untreated sewage from any of their sewers pipes or channels into the Cheddar Yeo or into any other watercourse under the jurisdiction or control of the commissioners :
- (12) The Company shall make full compensation to the commissioners for any damage to any river rhyne ditch stream or other work under the jurisdiction of the commissioners which may be caused by the construction of any works of the Company or by any act or default of the Company their contractors servants or agents :
- (13) If any difference shall arise between the Company and the commissioners under this section the same shall be referred to and determined by an arbitrator to be appointed failing agreement on the application of either party after notice to the other 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.

For protection of Somerset County Council.

**29.** For the protection of the Somerset Council the following provisions shall unless otherwise agreed in writing between the Company and the Somerset Council apply and have effect (that is to say) :—

- (1) All lines of pipes sewers and conduits by this Act authorised (in this section referred to as “the said lines of pipes”) where the same are carried in along or over any main road for the time being repairable by the Somerset Council or any roadway over any county or main road bridge vested in the Somerset Council shall be laid in such position in or at the side of such road as the Somerset Council in writing under the hand of their surveyor may reasonably direct and the Company shall reinstate any road drain goit culvert or water table belonging to or under the control of the Somerset Council which may be interfered with and in the case of any of the said lines of pipes which it is reasonably necessary to lay otherwise than in the roadway over any such bridge the same shall be carried on the structure thereof in such manner as the Somerset Council may in like manner reasonably direct :

- (2) The provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes shall (subject to the provisions of this section) in their application to the laying of the said lines of pipes in such main road county or main road bridge and the roadway over and approaches to such bridge be read and construed as if the notice required by section 30 of that Act was in the case of any such bridge or approach not less than fourteen days instead of three days and in the case of any such main road not less than seven days instead of three days: A.D. 1917.
- (3) The plan required by section 31 of the Waterworks Clauses Act 1847 shall in the case of any of the said lines of pipes to be carried over a bridge or the approaches thereto vested in the Somerset Council be accompanied by a section of the proposed works and shall be delivered to the Somerset Council or their surveyor by the Company not less than fourteen days before the commencement of the works to which it relates:
- (4) All works shall be so executed by the Company as not unreasonably to impede or interfere with the traffic on any main road or over any county or main road bridge or the approaches thereto:
- (5) The Company shall not interfere with the structural part of any county or main road bridge without the consent in writing of the surveyor of the Somerset Council which may be given upon such reasonable conditions as the Somerset Council or their surveyor may determine but shall not be unreasonably withheld:
- (6) The exercise of the powers of the Company of laying the said lines of pipes shall not interfere with prejudice or affect the right of the Somerset Council at any time to alter the level of or deviate or improve in any manner they think fit any main road in or along which the said lines of pipes shall have been laid and the Company shall on receiving notice in writing under the hand of the clerk or surveyor to the Somerset Council so to do alter at their own cost with all reasonable dispatch the position of the said lines of pipes in the manner and to the extent

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prescribed by such notice or as in case of difference shall be determined by arbitration in the manner hereinafter prescribed :

- (7) The exercise of the powers of the Company of laying the said lines of pipes shall not prejudice or affect the right of the Somerset Council at any time to remove alter rebuild widen or repair any county bridge or main road bridge or the approaches to any such bridge or the roadway over the same in over or attached to which the said lines of pipes are carried in the same manner as the Somerset Council might have removed altered rebuilt widened or repaired such bridge roadway or the approaches if this Act had not been passed and the said lines of pipes had not been so laid or attached and the Somerset Council shall not be required to repay to the Company any expense to which the Company may be put by reason or in consequence of any such removal alteration rebuilding widening or reparation but the Somerset Council shall take all reasonable precautions to prevent injury to the works of the Company and shall pay compensation for any loss which the Company may sustain by reason of any injury directly due to the acts of the Somerset Council their contractors or workmen In the event of any such bridge roadway or approaches being removed altered rebuilt widened or repaired as aforesaid the Company shall at their own cost in all things alter the position of the said lines of pipes so far as the same are carried in over or attached to such bridge or approaches as aforesaid in such manner as the Somerset Council or their surveyor may reasonably direct Provided that during any such removal alteration rebuilding widening or reparation the Somerset Council shall afford to the Company all reasonable facilities for temporarily carrying the said lines of pipes across any stream or river so as not unduly to interrupt the continuous supply of water or to diminish the pressure of such supply through the said lines of pipes and the Company may carry the said lines of pipes accordingly and shall reimburse the Somerset Council all reasonable

expenses incurred by the Somerset Council in A.D. 1917.  
affording such facilities:

- (8) The Company shall as far as practicable construct maintain and keep watertight the said lines of pipes and works in connexion therewith:
- (9) If the Company shall after reasonable notice from the Somerset Council under the hand of their surveyor neglect to do or complete any work or act required by subsections (6) and (7) of this section to be done by the Company then and in any such case the Somerset Council may do such work or act themselves under the superintendence (if given) of the Company completing the same with all reasonable expedition and in a proper and workmanlike manner and causing as little damage or inconvenience to the Company as circumstances admit The Company shall repay to the Somerset Council the reasonable cost of doing any such work or act required by subsection (7) of this section and all proper costs charges and expenses incurred in connexion therewith or occasioned by such neglect as aforesaid:
- (10) The Company shall pay to the Somerset Council the reasonable expenses incurred by them in relation to the reasonable superintendence by the Somerset Council or their surveyor of any works of the Company to which the provisions of this section relate:
- (11) The Somerset Council shall not execute any works under this section or enforce any of the provisions of this section so that the supply of water by the Company shall be unduly interrupted and if the Somerset Council so interrupt the supply of water they shall repay to the Company any loss damages or expenses to which the Company may thereby be put or become subject:
- (12) Where the said lines of pipes have been laid at a depth below the surface of any main road of less than three feet from the top of the pipes the Somerset Council shall not be liable except in cases of negligence for or in respect of any damage or injury caused to any work of the Company by the use by

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or on behalf of the Somerset Council of any steam or other roller for the repair of any main road or of any traction engine belonging to the Somerset Council provided that such roller or engine does not exceed fifteen tons in weight :

(13) If the Somerset Council shall at any time hereafter construct any new main road or roads on the line of or crossing any of the said lines of pipes then notwithstanding anything in this Act contained the Company shall on receiving notice in writing under the hand of the clerk or surveyor to the Somerset Council so to do remove with all reasonable dispatch the said lines of pipes in the manner and to the extent prescribed by such notice or as in case of difference shall be determined by arbitration in the manner hereinafter prescribed and the Company may relay the same or new or substituted lines of pipes in such new main road or roads and after such removal all the provisions of this section shall apply as if no such removal had been made All reasonable expenses incurred by the Company in executing any such works or in laying down temporary works to avoid interference with the continuous supply of water shall be repaid by the Somerset Council to the Company :

(14) If any difference at any time arises between the Somerset Council and the Company 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 them or failing 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 as aforesaid.

For protec-  
tion of Ax-  
bridge  
Council.

**30.**—(1) The provisions of the section of this Act of which the marginal note is "For protection of Somerset County Council" shall so far as applicable extend and apply to and enure for the benefit of the Axbridge Council in relation to any road street bridge or other highway (not being a main road) for the time being maintained by that council.



(2) Whenever in the exercise of the powers of this Act it may be necessary to interfere with any water main of the Axbridge Council the Company shall before interfering with the same construct to the extent to which the same is proposed to be interfered with and according to a plan to be reasonably approved of by the Axbridge Council another water main in lieu of and of equal capacity to the water main so proposed to be interfered with and such substituted water main shall be connected by the Axbridge Council in such manner as they shall reasonably determine at the reasonable expense of the Company with the works of the Axbridge Council with which the water main to be interfered with is connected.

(3) The Company shall not cause any water to be discharged into any sewer goit watercourse or drain belonging to or under the control of the Axbridge Council without the consent of the surveyor of that council which consent shall not be unreasonably withheld.

(4) If any difference arises at any time between the Axbridge Council or their surveyor and the Company affecting 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 Axbridge Council and the Company or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

**31.** For the protection of the Most Honourable Thomas Henry Marquis of Bath K.G. or other the person or persons for the time being entitled as tenant for life or for any greater estate to the property of which the said marquis was at the date of the passing of this Act tenant for life and known as the Wilts and Somerset Estate or to so much of that estate as is situate in the parishes of Cheddar and Axbridge (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):—

For protection of Marquis of Bath K.G.

(1) Notwithstanding anything contained in this Act or shown on the deposited plans—

(a) The Company shall not purchase or acquire any interest of the owner in any part of the enclosure numbered 414 on the  $\frac{1}{2500}$  Ordnance

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map of the parish of Cheddar (second edition 1903) other than the properties or the parts of the properties respectively numbered on the deposited plans 108 109 110 111 112 118 and 119 in the said parish of Cheddar which are delineated and edged round with green or coloured green on the plan signed in quadruplicate by the Right Honourable John Henry Whitley the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred (of which plan one copy has been deposited in the Private Bill Office of the House of Commons one copy has been deposited in the Parliament Office of the House of Lords and the remaining copies have been retained by the Company and the owner respectively) ;

(b) The Company shall not purchase or acquire any lands of the owner in which the line or lines of pipes No. 2 or the sewer or conduit No. 6 (Works Nos. 5 and 14) by this Act authorised or any of them or any part thereof respectively are to be laid (except so far as such lands form part of the properties respectively numbered on the deposited plans 25 and 133 in the said parish of Cheddar) but the Company may acquire and the owner shall if so required by the Company sell and grant to them the easement or right of making maintaining and using the said lines of pipes and sewer or conduit and any works and conveniences incidental thereto respectively in or under the said lands The provisions of the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement shall apply to the acquisition of any such easement or right as aforesaid as if they were lands ;

(c) The Company shall not purchase or acquire the mill pond adjoining the mill in the said parish of Cheddar known as the Middle Mill or any part of the premises comprising or appurtenant to the said mill or the properties respectively numbered on the deposited plans 4 6 7 8 9 10 11 and 12 in the said parish or any part of any of those

properties unless they shall at the same time purchase or acquire the said mill premises and mill pond and the cottages and gardens known as the Dag Hole Cottages and the properties numbered 11 and 12 as aforesaid and so much of the property numbered 4 as aforesaid as is eastward of the western end of Dag Hole Cottages nor shall the Company purchase or acquire any part of the property numbered on the said plans 25 in the said parish unless they shall purchase or acquire the whole of the said property. The Company shall give and the owner shall accept notice to treat for the purchase of the properties which the Company are by this subsection required to purchase and any such notice shall be deemed to have been given under the provisions of the Lands Clauses Acts incorporated with this Act:

- (2)—(a) The owner shall if so required by the Company execute a deed of covenant with the Company not to permit the sewage or drainage from any house or building which may be erected upon the enclosure numbered on the deposited plans 107 in the parish of Cheddar to flow or percolate into the River Yeo or its feeders above the weir (Work No. 2) by this Act authorised and shall procure the execution of the said deed by all necessary parties to the intent that the said covenant shall run with the said enclosure in perpetuity :
- (b) The said deed shall be in such terms as may be agreed between the owner and such other parties as aforesaid on the one hand and the Company on the other hand or as failing such agreement shall be settled by a counsel nominated by the President of the Law Society :
- (c) The Company shall bear and on demand pay the costs and expenses of the owner and such other parties (as well as of themselves) of and incidental to the preparation and execution of the said deed and shall also pay to the owner such compensation by way of consideration for the said covenant as may failing agreement be determined in accordance with the provisions (so far as applicable) of the Lands Clauses

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Acts with respect to the purchase and taking of lands otherwise than by agreement:

- (3) Every line of pipes sewer or conduit laid in or through the lands of the owner shall be so laid that no part thereof (except any necessary surface boxes and manholes) shall be at a less depth than three feet below the present surface of the ground:

Before commencing to lay any such line of pipes sewer or conduit the Company shall carefully remove the turf and top soil of the land in which the same is to be laid and after the completion of such laying they shall to the reasonable satisfaction of the owner fill in the trench in which the pipe sewer or conduit is laid and replace the said turf and top soil so as to restore the surface as nearly as may be to its former state and shall maintain the same for a period of twelve months after the filling in of any such trench as aforesaid:

- (4) All rock or soil excavated for the purpose of or in connexion with the laying of any such line of pipes sewer or conduit as aforesaid and not required for filling in the trench constructed therefor shall be removed either before or forthwith after the completion of such laying and shall not except with the consent in writing of the owner or his agent and upon and subject to such terms and conditions as he may impose be deposited temporarily or otherwise after such removal upon any lands of the owner:
- (5) All trenches dug by the Company in or for the purposes of the execution of the works by this Act authorised in or upon any lands of the owner shall until such trenches have been completely filled in be so fenced or otherwise efficiently guarded as to prevent cattle or persons from falling into the same. If any cattle of the owner or his tenants shall be injured by falling into any such trench as aforesaid the Company shall make full compensation to the owner or his tenants (as the case may be) for such injury and for any loss or damage resulting to the owner or his tenants therefrom:
- (6) The Company shall so lay and maintain the line of pipes No. 2 (Work No. 5) by this Act authorised

as not to impede the flow of water in any rhyne ditch stream or other work of the owner or to cause flooding therefrom and shall make full compensation to the owner and his tenants for all damage sustained by him or them by reason or in consequence of such impeding or flooding or the construction of any works of the Company or any default of the Company their contractors servants or agents:

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- (7) When the existing dam or clyse at Bleadon or the new dam or clyse referred to in subsection (2) of the section of this Act of which the marginal note is "For protection of Somersetshire Drainage Commissioners" is closed the Company shall not pump or abstract water under the powers of this Act until the water level at the upper side of the said dam or clyse has been raised to the top cill level thereof and thereafter the Company shall be entitled to resume pumping or abstracting water from the river but only if and so long as the water level in the river can be maintained at the top cill level:
- (8) If any difference shall arise between the owner and the Company with reference to the provisions of this section for the determination of which express provision is not made by this section such difference shall be referred to and determined by an arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party (after notice in writing to the other) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to the reference.

**32.** For the protection of the Most Honourable Thomas Henry Marquis of Bath K.G. or other the person or persons for the time being entitled as tenant for life or for any greater estate to the property of which the said marquis was at the date of the passing of this Act tenant for life and known as the Wilts and Somerset Estate or to so much of that estate as is situate in the parishes of Cheddar and Axbridge (in this section referred to as "the owner") and of Frances Jones Gough and Arthur George Henry Gough of Cheddar aforesaid or other the trustees or trustee for the time being of the will of Richard Cox Gough deceased while lessees of the cavern in the said

For protection of Marquis of Bath K.G. and others.

A.D. 1917. — parish of Cheddar known as Gough's Cavern and all persons claiming through or under such trustees or trustee as such lessees as aforesaid (all of which persons other than the owner are in this section referred to as and included in the expression "the lessees") the following provisions shall unless otherwise agreed in writing between the owner and the lessees (while such lessees as aforesaid) on the one hand and the Company on the other hand apply and have effect (that is to say):—

(1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not purchase or acquire—

(a) The interest of the lessees in the property numbered on the deposited plans 107 in the parish of Cheddar; or

(b) The property numbered on the said plans 107a in the said parish but the Company may purchase and the owner and (so far as their interest extends) the lessees shall if so required by the Company sell and grant to them such easements or rights in through or over the said property numbered 107a as may be necessary for the construction and maintenance of the sewer or conduit No. 2 (Work No. 9) by this Act authorised. The Company shall not interfere with any structure or building upon the said property. The provisions of the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement shall apply to the acquisition of such easements or rights as aforesaid as if they were lands:

(2) The Company shall not in executing the works by this Act authorised in the said parish of Cheddar or for any purpose in connexion with such execution blast any rock or soil with any explosive substance and shall so execute the said works as not to cause any damage to any cave belonging to the owner or held on lease by the lessees or to any stalactites or stalagmites or other formation therein. The mode of excavation of the trench for the said sewer or conduit No. 2 and of constructing the said sewer or conduit shall be such as may be reasonably approved by the owner and the lessees before the

commencement of such excavation or construction  
If any such damage as aforesaid shall be caused by  
or result from the execution of the said works or  
the exercise of the powers conferred by this Act the  
Company shall (notwithstanding any such approval  
as aforesaid) make full compensation to the owner  
and the lessees for such damage :

- (3) The Company shall at their own expense provide for the conveyance by means of pipes or drains into the sewer or conduit No. 8 (Work No. 19) by this Act authorised of all storm rain or other water not being sewage matter and also for the conveyance by means of pipes or drains into the sewers or conduits Nos. 1 and 2 (Works Nos. 8 and 9) by this Act authorised of all sewage matter which said storm rain or other water and sewage matter might otherwise flow from the lands of the owner known respectively as Gough's Cavern and Cox's Cavern or the said property numbered 107a or the lands lying between the said property numbered 107a and the lands numbered on the said plans 108 109 and 110 in the said parish or any of them into the River Yeo or any of its feeders above the weir (Work No. 2) by this Act authorised and the owner and the lessees shall afford the Company all reasonable facilities for that purpose :
- (4) Notwithstanding anything in the section of this Act of which the marginal note is "Offensive matter not to be thrown into River Yeo or its feeders above Work No. 2" neither the owner nor the lessees nor any future lessees of the owner shall be liable to any penalty or proceedings on account of turbidity of water arising from the extension of or any works in connexion with any cavern of the owner for the time being existing :
- (5) If any difference shall arise between the Company on the one hand and the owner and the lessees or any or either of them on the other hand with reference to the provisions of this section for the determination of which express provision is not made by this section such difference shall be referred to and determined by an arbitrator to be agreed upon

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between the parties so in difference or failing such agreement to be appointed on the application of either of such parties (after notice in writing to the other) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to the reference.

For protec-  
tion of Sir  
Osbert  
L'Estrange  
Mordaunt  
Baronet.

**33.** Notwithstanding anything contained in this Act the following provisions for the protection of Sir Osbert L'Estrange Mordaunt Baronet or other the owner or owners for the time being (in this section called "the owner") of the Compton Bishop Estate situate in the parishes of Compton Bishop Axbridge Cross Cheddar Badgworth and Weare in the county of Somerset (in this section referred to as "the estate") or any part of the estate shall except so far as may be otherwise agreed in writing between the Company and the owner apply and have effect (that is to say):—

- (1) The Company shall not acquire any part of the estate or any easements or rights in or over the same other than an easement or right of making maintaining using cleansing repairing and renewing the line or lines of pipes No. 2 (Work No. 5) by this Act authorised together with any surface or inspection boxes or conveniences incidental thereto (in this section referred to as "Work No. 5") and of obtaining access thereto but the Company may acquire such easements or rights in accordance with the provisions of subsection (1) of the section of this Act the marginal note of which is "Company may acquire easements only in certain cases" Provided that subsections (2) and (3) of such section shall not apply to such easements or rights or to the lands subject thereto or to the Company or the owner in respect thereof:
- (2) The Company shall construct Work No. 5 on the estate so that the top thereof shall not be nearer the present surface of the land than three feet:
- (3) The Company shall not in exercising the powers of the section of this Act whereof the marginal note is "Discharge of water into streams" unreasonably cast or permit or suffer to pass or be cast or washed into any stream spring watercourse or rhyne flowing



through the estate any mud sludge or offensive matter or other deposit or materials contained in or taken out of or removed from any of their reservoirs lines of pipes or other works or appliances :

- (4) The Company shall not fence off or sever from the adjoining lands any lands forming part of the estate in respect of which an easement only shall be acquired but after the covering in of Work No. 5 the owner his lessees and tenants shall have the same rights of passing over and using such lands for all purposes as if such lands had not been taken or used by the Company but so as not to impede or interfere with the exercise of the easements or rights acquired by the Company :
- (5) The Company shall give not less than one month's written notice to the owner of their intention to construct Work No. 5 so far as the same is to be constructed on the estate and the construction of the said work when commenced shall be carried on with all practicable despatch and completed within a reasonable time from the date when commenced :
- (6) In the construction and maintenance of Work No. 5 in or upon any part of the estate the Company shall replace all turf and soil so as to restore the surface as nearly as may be to its former state and shall maintain the same for a period of twelve months after filling in the trench All surplus soil or material excavated in the construction or maintenance of the said work shall if so required by the owner be deposited on such part of the estate as the owner may direct not being at a greater distance from the place from which the same was excavated than a quarter of a mile No materials other than such as shall have been excavated from the estate or than such as shall be required for the construction of the said work shall be deposited upon any part of the estate except with the consent of the owner :
- (7) The Company shall in constructing and repairing or renewing Work No. 5 on or through any part of the estate fence in all excavations from time to time made on the land of the owner or in some other effectual manner prevent cattle sheep or other animals

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from falling into such excavations and the Company shall when the works are completed remove such fences. If any cattle of the owner or his tenants shall be injured by falling into any such excavation as aforesaid the Company shall make full compensation to the owner or his tenants (as the case may be) for such injury and for any loss or damage resulting to the owner or his tenants therefrom:

- (8) The Company shall carefully preserve and remove all objects of geological or antiquarian interest discovered by them in the execution on the estate of Work No. 5 and subject to the rights of the Crown and except so far as the same may be proved to be the property of any other person all such objects shall become the property of the owner:
- (9) All walls fences gates sewers drains pipes water supplies and other like matters and things belonging to the owner or his lessees or tenants which may be interfered with by the Company during the construction or maintenance of the said works shall subject to the provisions of this section be made good as soon as practicable by the Company who shall in such construction and maintenance do as little damage as possible to the estate and to the user and enjoyment thereof:
- (10) As soon as reasonably practicable after Work No. 5 shall have been laid through the estate any telegraph or telephone wires or other means of communication laid by the Company through the estate shall be placed underground by the side of and as near as practicable to Work No. 5:
- (11) The Company shall so lay and maintain Work No. 5 as not to impede the flow of water in any rhyne ditch stream or other work of the owner or to cause flooding therefrom and shall make full compensation to the owner and his tenants for all damage sustained by him or them by reason or in consequence of such impeding or flooding or the construction of any works of the Company or any default of the Company their contractors servants or agents:
- (12) When the existing dam or clyse at Bleadon or the new dam or clyse referred to in subsection (2) of the

section of this Act of which the marginal note is "For protection of Somersetshire Drainage Commissioners" is closed the Company shall not pump or abstract water under the powers of this Act until the water level at the upper side of the said dam or clyse has been raised to the top cill level thereof and thereafter the Company shall be entitled to resume pumping or abstracting water from the river but only if and so long as the water level in the river can be maintained at the top cill level:

A.D. 1917.

(13) If any question or dispute shall arise between the Company and the owner under this section or as to anything to be done or not to be done thereunder the same shall where no provision is made for determining the same be referred to a single arbitrator to be agreed on between the parties or in default of agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party after seven days' notice to the other and the provisions of the Arbitration Act 1889 shall apply to such arbitration. Provided that in the case of any arbitration as to the amount of any compensation payable to the owner under subsection (1) of this section the provisions of section 34 of the Lands Clauses Consolidation Act 1845 and the Lands Clauses (Taxation of Costs) Act 1895 shall apply to such arbitration:

(14) The provisions of this section shall be in addition to and not in derogation of any other provisions of this Act or any Act incorporated therewith which may enure for the protection or benefit of the owner or his lessees or tenants.

**34.** For the protection of the Ecclesiastical Commissioners for England the following provision shall unless otherwise agreed in writing between the Company and the said Commissioners apply and have effect (that is to say):—

For protection of Ecclesiastical Commissioners.

The Company before constructing the new dam or clyse referred to in subsection (2) of the section of this Act of which the marginal note is "For protection of Somersetshire Drainage Commissioners" shall at their own expense construct a watertight pond in each of the two fields numbered 193 and 199 on the  $\frac{1}{2500}$

A.D. 1917.

Ordnance map of the parish of Bleadon (second edition 1903) which ponds shall have a joint capacity of not less than seventy-five thousand gallons and shall be constructed in such position that the same may be filled with water by gravitation through the existing rhynes.

For protection of George Alfred Wills.

**35.** For the protection of George Alfred Wills his heirs successors in estate and assigns (all of whom are included in the expression "the owner") the following provisions shall apply and have effect (that is to say):—

The Company shall not under the powers of this Act acquire any lands of the owner otherwise than by agreement but the Company may acquire and the owner shall if required by the Company grant to the Company such rights and easements as the Company may reasonably require to enable them to construct maintain alter renew cleanse repair inspect and have access to the line of pipes No. 2 (Work No. 5) by this Act authorised and such surface or inspection boxes valve chambers and conveniences incidental thereto as the Company may reasonably require so far as the same may be authorised in on or under any lands of the owner:

The provisions of the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement shall apply to the acquisition of any such easement as aforesaid.

For protection of Great Western Railway Company.

**36.** 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):—

- (1) Work No. 5 (a line or lines of pipes No. 2) and Work No. 14 (a sewer or conduit No. 6) by this Act authorised or any other main pipe or sewer laid under the powers of this Act if the same shall be carried under the railway and works of the Great Western Company or under any highway crossing such railway on the level shall for their entire length across the said railway and for twenty-five feet on each side of the boundary fences of such railway be laid in such position as the engineer of the Great

Western Company shall reasonably require and be constructed of a steel or iron pipe founded on and surrounded by Portland cement concrete or enclosed 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 railway at the points of crossing:

- (2) 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 alterations or renewals of any aqueducts conduits mains pipes or other works of the Company laid under the powers of this Act which may be situate upon across over under or in any way affecting the railway 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 such railway 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:
- (3) The Company shall restore and make good to the reasonable satisfaction of the said engineer the railway 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

A.D. 1917.

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 aqueducts conduits mains and 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 :

- (4) All such works shall be constructed executed and maintained so as to cause as little injury or damage as may be to the railway works and property of the Great Western Company and no interruption to the passage or conduct of traffic over such railway 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 railway work 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 :
- (5) 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 railway 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: A.D. 1917.

- (6) 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. 3 Work No. 5 and Work No. 14 by this Act authorised under the railway and property of the Great Western Company in accordance with the provisions of this section 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:
- (7) 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 construction and maintenance by the Company of any works under the powers of this Act over under or across the railway 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 railway 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

A.D. 1917.  
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contractors or any person or persons in the employ of the Company or their contractors with reference thereto :

- (8) If the Great Western Company at any time or times hereafter require of which they shall be the sole judges to construct under their existing powers any additional or other works upon their lands or railway or to extend alter or repair their railway bridges 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 twenty-eight 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 railway 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's engineer :
- (9) Any additional expense which the Great Western Company may reasonably and properly incur in widening altering reconstructing repairing or maintaining their railway 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 :
- (10) 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.

A.D. 1917.

**37.**—(1) In the execution and maintenance of the works by this Act authorised all reasonable regard shall be had to the preservation of the beauty of the scenery of the district and no permanent works above ground shall be constructed by the Company under the powers of this Act in the parish of Cheddar above the weir (Work No. 2) by this Act authorised otherwise than in accordance with plans and sections previously submitted to the Somerset Council:

Preservation of natural scenery.

Provided always that if the Somerset Council shall fail within the space of twenty-eight days after the submission to them of such plans and sections as aforesaid to signify in writing their approval or disapproval of the same they shall be deemed to have approved thereof.

(2) If the Somerset Council within the space of twenty-eight days as aforesaid shall disapprove such plans and sections and the parties fail to agree the same within fourteen days after notice of such disapproval or within such extended time as may be agreed upon between them then the difference between the Company and the Somerset Council shall be referred to and determined by the chairman of the Executive Committee of the National Trust and the provisions of the Arbitration Act 1889 shall apply to any such reference.

**38.** The Company may on all or any of the lands for the time being held by them or any lands in respect of which they may have acquired any necessary easements in that behalf execute for the purposes of or in connexion with their undertaking any of the works mentioned in section 12 of the Waterworks Clauses Act 1847 (other than wells and works for taking and intercepting water) Provided that the Company shall not under the powers of this section create or permit the creation or continuance of any nuisance on any such lands.

As to exercise of powers of section 12 of Waterworks Clauses Act 1847.

**39.** The provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets shall apply with the necessary modifications to the construction, laying down, erection and maintenance in any streets or roads of the lines of pipes, sewers or conduits authorised by this Act and of

Application of Waterworks Clauses Act 1847 to pipes, telephones &c.

A.D. 1917. any discharge pipes telephone or telegraph posts wires conductors or apparatus which the Company may and which they are hereby authorised to lay down or erect for the purposes of their undertaking :

Provided that the Company shall not without the consent in writing of the corporation construct lay down or erect any such discharge pipes telephone or telegraph posts wires conductors or apparatus in any street or road within the city of Bristol.

For protection of Postmaster General.

**40.**—(1) Any telephone or telegraph posts wires conductors or other apparatus erected laid down made or maintained under the authority of this Act shall not be used for the purpose of transmitting telegrams which are within the exclusive privilege conferred upon the Postmaster-General by the Telegraph Act 1869 and shall be so constructed and maintained as not to interfere with any telegraphic line belonging to or used by the Postmaster-General or with telegraphic communication by means of such line.

(2) If any of the works authorised by this Act (other than those referred to in the preceding subsection) involves or is likely to involve any alteration of any telegraphic line belonging to or used by the Postmaster-General the provisions of section 7 of the Telegraph Act 1878 shall apply to any such alteration and in case any such alteration be made a telegraphic line of the Postmaster-General shall not be altogether removed from any highway (including the unmetalled or waste land by the side of the highway) without his consent.

(3) If any work authorised by this Act involves the removal or alteration of any Post Office letter box the Company shall not remove or alter such box but shall give notice to the Postmaster-General of the removal or alteration required and the Postmaster-General shall remove or alter the box as he may think fit and the Company shall pay to the Postmaster-General all expenses incurred by him in relation to such removal or alteration.

(4) In this section the expression "telegraphic line" has the same meaning as in the Telegraph Act 1878.

As to communication pipes.

**41.**—(1) For the purpose of complying with any obligation under the Waterworks Clauses Act 1847 to maintain any pipe or apparatus the person liable to maintain the same shall have the like power to open the ground as is conferred upon him by

and shall be subject to the conditions of sections 48 to 52 of the Waterworks Clauses Act 1847 in relation to the laying of communication pipes. A.D. 1917.

(2) The Company may by agreement with any owner or occupier entitled or required to lay maintain repair or remove any communication pipe and for that purpose to open or break up any street in the limits of supply execute such works on behalf of such owner or occupier.

**42.** When several houses or parts of houses in the occupation of several persons are supplied by one common pipe belonging to the several owners or occupiers of such houses or parts of houses the said several owners or occupiers shall be liable to contribute the amount of any expenses from time to time incurred by the Company in the maintenance and repair of such pipe in such proportions as shall be settled by the engineer of the Company. Maintenance of common pipe.

**43.** The Company may for the purpose of preventing and detecting waste affix and maintain meters and other apparatus on the service pipes and mains of the Company and stop-cocks in the pipes supplying premises with water and may insert in the roads or footways the necessary covers or boxes for giving access and protection thereto and may for that purpose within the limits of supply temporarily break up and interfere with public and private streets roads lanes footways courts and passages wires and apparatus and the provisions of the Waterworks Clauses Act 1847 (including the provisions of that Act with respect to the breaking up of streets for the purpose of laying pipes) shall extend and apply to all such meters stop-cocks and other apparatus and the exercise by the Company of the powers conferred upon them by this section: Detection of waste.

Provided that the Company shall not break up or interfere with any wires or apparatus of the Postmaster-General except in accordance with and subject to the provisions of the Telegraph Act 1878:

Provided also that the Company shall not under the powers of this section otherwise than with the consent of the corporation in writing break up or interfere with any electric line or any main cable conduit or apparatus belonging to the corporation in connexion with their electricity undertaking Provided further that all such meters stopcocks apparatus covers and boxes as aforesaid shall be so affixed or inserted and maintained

A. D. 1917. that no part thereof shall be above the level of the road or footway in which the same are placed :

Provided further that the Company shall not enter upon break up or interfere with the roads works lines apparatus or other property of the Great Western Railway Company except with the consent in writing which shall not be unreasonably withheld and under the supervision if the same be given of the engineer of the Great Western Railway Company and the Company shall where necessary provide reasonable means of access for persons bonâ fide going to or coming from the houses or stations or other premises of the Great Western Railway Company in any streets roads lanes or passages broken up or interfered with.

As to supply of water by hose pipe for washing carriages &c.

**44.** Where water supplied to any premises for domestic purposes is used for the purpose of washing carriages motor cars or other vehicles the Company may if a hose pipe or other similar apparatus is used for such last-mentioned purpose charge in addition to any water rates which the Company are authorised to charge in respect of such premises such sum not exceeding fifteen shillings per annum as they may prescribe and any sum charged by the Company under this section shall be recoverable by them in the same manner as water rates.

Company not bound to supply several houses by one pipe.

**45.** The Company shall not be bound to supply more than one house by means of the same communication pipe and they may if they think fit require that a separate pipe be laid from the main pipe into each house supplied by them with water :

Provided that this section shall not apply to any house to which a supply of water by the Company has been laid on before the passing of this Act.

Determination of remuneration of secretary.

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

Power to grant pensions &c.

**47.** The directors may if they think fit make superannuation and other allowances and pay pensions to any officers or servants of the Company who may be temporarily or permanently disabled by sickness infirmity or age and for that purpose may apply the funds and revenues of the Company.

Power to Company to raise additional capital.

**48.** The Company may (subject to the provisions of Part II. of the Companies Clauses Act 1863) for the purposes of this Act and for the general purposes of their undertaking raise

any additional capital not exceeding in the whole three hundred 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 which shares or stock shall for all purposes form part of the general capital of the Company 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 three hundred thousand pounds. A.D. 1917.

**49.** The Company may subject to the provisions of this Act borrow on mortgage of their 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 stock or shares at the time issued together with the premium (if any) realised on the sale thereof have been fully paid up. Power to borrow.

**50.** Section 9 (For appointment of receiver) of the Act of 1914 is hereby repealed but without prejudice to any appointment heretofore made or to any proceedings pending at the date of the passing of this Act. 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 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.

**51.** The following sections of the Act of 1889 the Act of 1902 and the Act of 1914 (that is to say):— Application of certain sections of Acts of 1889 1902 and 1914.

The Act of 1889—

Section 37 (Debenture stock); and

Section 38 (As to conversion of borrowed money into capital);

A.D. 1917.

The Act of 1902—

Section 26 (Limit of dividend on new capital);

The Act of 1914—

Section 4 (As to vesting of new shares);

Section 5 (As to votes of proprietors of such shares);  
and

Section 7 (New shares or stock to be sold by auction or tender);

shall extend and apply mutatis mutandis to and in relation to the additional capital and moneys by this Act authorised to be raised and borrowed.

As to rate of dividend on new preference and loan capital.

**52.**—(1) The Company shall not under the powers of this Act issue any preference shares or stock or debentures or debenture stock bearing a dividend or interest at any higher rate than six per centum per annum otherwise than as redeemable shares stock debentures or debenture stock under and in accordance with the provisions of the section of this Act of which the marginal note is “Company may issue redeemable preference and loan capital.”

(2) Notwithstanding anything contained in the said section all such shares stock debentures or debenture stock bearing dividend or interest at any such higher rate as aforesaid shall be redeemed within twenty years from the date or respective dates of issue thereof.

(3) Any preference shares stock debentures or debenture stock issued by the Company in substitution for the shares stock debentures or debenture stock to be redeemed as aforesaid and any new preference shares stock debentures or debenture stock created and issued for the purpose of providing money for paying off the shares stock debentures or debenture stock to be so redeemed shall not bear a dividend or interest at any higher rate than six per centum per annum.

Application of money.

**53.** 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.

Company may issue redeemable

**54.**—(1) If the Company desire to raise by the issue of preference shares or stock any capital which they are by this

Act authorised to raise or to issue any debentures or debenture stock under the powers of this Act they may create and issue such shares stock debentures or debenture stock so as to be redeemable on such terms and conditions as may be specified in a resolution of the Company passed by a special meeting convened for the purpose.

A.D. 1917.  
—  
preference  
and loan  
capital.

(2) If it is so provided in the resolution the Company may—

(a) Call in and pay off the shares stock debentures or debenture stock or any part thereof at any time before the fixed date of redemption; and

(b) Redeem the shares stock debentures or debenture stock or any part thereof either by paying off the same or by issuing to any holder thereof subject to his consent other shares stock debentures or debenture stock in substitution therefor and may for the purpose of providing money for paying off the shares stock debentures or debenture stock or of providing substituted shares stock debentures or debenture stock create and issue new shares stock debentures or debenture stock (either redeemable or irredeemable) or re-issue shares stock debentures or debenture stock originally created and issued under this section Provided that the creation and issue of any preference capital under this section does not make the total nominal amount of preference and ordinary capital issued under this Act exceed the amount of such capital which the Company are for the time being by this Act authorised to issue and provided also that the creation and issue of debentures or debenture stock under this section is not in excess of the amount of debentures or debenture stock which the Company are for the time being authorised to create and issue under the powers of this Act.

55. If any money is payable to any shareholder stockholder mortgagee debenture holder 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.

Receipt in  
case of per-  
sons not sui  
juris.

56. The Company shall not under the powers of this Act raise or borrow any money (except for the payment of the costs charges and expenses referred to in the section of this Act whereof the marginal note is "Costs of Act") during the present

Consent of  
Treasury to  
raising of  
money.

A.D. 1917. war and within twelve months thereafter unless the consent of the Treasury has been previously obtained.

As to application of funds and capital.

**57.** The Company may apply in or towards the purposes of this Act and the general purposes of their undertaking being in each case purposes to which capital is properly applicable any moneys raised or to be raised by the Company under the Bristol Waterworks Acts 1862 to 1914 and which are not required for the purposes to which they are by those Acts made specially applicable Provided that the powers conferred by this section shall not be exercised by the Company during the continuance of the present war and twelve months thereafter unless the consent of the Treasury has been previously obtained.

Repeal of certain provisions of Act of 1862.

**58.** The following provisions of the Bristol Waterworks Act 1862 are hereby repealed (that is to say):—

- Section 52 (For preventing accidents from reservoir);
  - Section 53 (Order of justices for immediate repair);
  - Section 54 (Order of the justices after summons on Company to repair reservoir);
  - Section 55 (Order of justices on failure of Company to obey orders);
  - Section 56 (Form of order);
  - Section 57 (Persons acting under orders of justices not to be trespassers);
  - Section 58 (Justices may impose penalty on Company for disobeying order);
  - Section 59 (Order of justices on Company for payment of costs);
  - Section 60 (Appeal by Company);
  - Section 61 (Company not to be liable for consequences of such order);
- In section 71 the words “for baths or”;
- Section 75 (Company authorised to fix meters and to charge an annual rent for the same);
  - Section 78 (Meters not subject to distress for rent);
  - Section 79 (Power to enter premises and inspect meters—  
Power to enter premises and remove meters);
  - Section 80 (Penalty for obstructing inspection);



Section 85 (Undisputed sums may be recovered by distress); A.D. 1917.

Section 86 (Costs of distress);

Section 87 (Several names in one warrant);

Section 94 (Penalty for suffering pipes &c. to be out of repair); and

Section 96 (Surveyor may enter premises and inspect apparatus).

**59.** Where the payment of more than one sum by any person is due under the Bristol Waterworks Acts 1862 to 1917 any summons or warrant issued for the purposes of such Acts or any of them in respect of that person may contain in the body thereof or in a schedule thereto all the sums payable by him. Contents of summons.

**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.

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