



CHAPTER clvii.

An Act to extend the limits within which the Staffordshire Potteries Waterworks Company may supply Water and to empower them to construct additional Works to raise additional Capital and for other purposes.

A.D. 1888.

[7th August 1888.]

WHEREAS the Staffordshire Potteries Waterworks Company (in this Act called "the Company") are incorporated and empowered by and under the Acts described in the First Schedule to this Act (in this Act referred to as "the Company's former Acts") for the purpose of supplying with water the Staffordshire Potteries and the town of Newcastle-under-Lyme and neighbourhood :

And whereas it is expedient that the limits within which the Company may supply water be extended and that they be empowered to construct additional pumping stations reservoirs and works and to obtain a further supply of water :

And whereas the Company have raised and expended for the purposes of their undertaking the whole of the share and loan capital which they are authorised to raise (the particulars whereof appear in the Second Schedule to this Act) and it is expedient that they be empowered to raise additional capital :

And whereas the objects aforesaid cannot be attained without the authority of Parliament :

And whereas plans and sections describing the lines situations and levels of the intended works and also books of reference 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 Stafford and are herein-after respectively referred to as "the deposited plans sections and books of reference" :

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and

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A.D. 1888. Commons in this present Parliament assembled and by the authority of the same as follows :—

Short title. 1. This Act may be cited as the Staffordshire Potteries Waterworks Act 1888.

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

The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883 :

The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof but such provisions shall apply only to the reservoirs by this Act authorised :

The Waterworks Clauses Acts 1847 and 1863 subject as respects the former of those two Acts to the exception in section 4 of the Company's Act of 1853 contained and to the omission in section 44 of the words "with the consent in writing of the owner or reputed owner of any such house or of the agent of such owner":

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say) :—

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

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

The forfeiture of shares for non-payment of calls ;

The remedies of the creditors of the Company against the shareholders ;

The consolidation of shares into stock ;

The general meetings of the Company and the exercise of the right of voting by the shareholders ;

The making of dividends ;

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

The conversion of the borrowed money into capital ;

The giving of notices ; and

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

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 the Companies Clauses Act 1869.

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

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Interpretation.

The expression "superior courts" or "court of competent jurisdiction" or any other like expression shall have effect as if the debt or demand with respect to which it is used were a common simple contract debt and not a debt or demand created by statute:

In the Railways Clauses Consolidation Act 1845 for the purposes of this Act—

The expressions "the railway" "the work" and "the centre of the railway" respectively mean the reservoirs by this Act authorised.

4. Subject to the provisions of this Act the Company may make and maintain in the lines or situations and according to the levels shown on the deposited plans and sections the pumping stations reservoirs aqueducts conduits lines of pipes alterations deviations diversions and other works shown on the deposited plans or hereinafter described with all proper approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose and may by means of such pumping stations but not otherwise take use get and appropriate for the purposes of their undertaking all water found in on or under any of those lands.

Power to
make works
and take
lands &c.

The principal works shown on the deposited plans which the Company may subject to the provisions of this Act make and maintain are the following:—

(1.) A pumping station (herein referred to as the "Hatton Pumping Station") with a well or wells drifts standages and other works connected therewith situate in the township of Hatton in the parish of Swynnerton in the county of Stafford in a field belonging or reputed to belong to Basil Thomas Fitzherbert and in the occupation of the Company and numbered 596 on the Ordnance map of the said parish at a distance of twenty chains or thereabouts measured in an easterly direction from the Hatton Mill Buildings in the said township of Hatton.

(2.) An aqueduct conduit or main pipe (No. 1) commencing from or out of the Hatton Pumping Station aforesaid and terminating at or in the Meese Brook at or near the bridge or culvert under

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the London and North-western Railway situate twenty chains or thereabouts measured in a southerly direction from Hatton Mill Buildings aforesaid which said intended aqueduct conduit or main pipe is wholly situate in the township of Hatton in the parish of Swynnerton in the county of Stafford.

- (3.) A service reservoir and other works connected therewith (herein referred to as the "Hanchurch Reservoir") situate in the township of Beech in the parish of Swynnerton in the county of Stafford in a field belonging or reputed to belong to Basil Thomas Fitzherbert and in the occupation of Edward Hadley and numbered 280 on the Ordnance map of the said parish at a distance of thirty-five chains or thereabouts measured in a north-westerly direction from the Harley Thorne Farm Buildings at or near Hanchurch Hills in the said township of Beech.
- (4.) An aqueduct conduit or main pipe (No. 2) commencing from and out of the Hatton Pumping Station aforesaid in the township of Hatton in the parish of Swynnerton and terminating at or in the said intended Hanchurch Reservoir in the said township of Beech which said aqueduct conduit or main pipe will be made or pass from in through or into the parishes townships townlands and places following or some or one of them that is to say Swynnerton Hatton Shelton and Beech all in the county of Stafford.
- (5.) An aqueduct conduit or main pipe (No. 3) commencing from or out of the Hanchurch Reservoir aforesaid in the said township of Beech in the parish of Swynnerton and terminating by a junction with the Company's existing aqueduct conduit or main pipe at or near Hanford Bridge in the township of Hanford in the parish of Trentham which said intended aqueduct conduit or main pipe will be made or pass from in through or into the parishes townships townlands or other places following or some or one of them that is to say Swynnerton Hatton Beech Shelton Trentham Hanchurch Hanford Butterton Clayton and Clayton-Griffith all in the county of Stafford.
- (6.) A pumping station (herein referred to as the "Cresswell Pumping Station") with a well or wells drifts standages and other works connected therewith situate in the township of Draycott in the parish of Draycott-in-the-Moors in the county of Stafford in fields belonging or reputed to belong to Sir William Vavasour Baronet and in the respective occupations of George Silcox William Shelley and Richard Rowley and numbered respectively 292 322 324 326 327 328 329 330 and

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331 on the Ordnance map of the said parish at a distance of five chains or thereabouts measured in a south-westerly direction from the Cresswell Railway Station Buildings of the North Staffordshire Railway Company in the said township of Draycott.

- (7.) An aqueduct conduit or main pipe (No. 4) commencing from and out of the Cresswell Pumping Station aforesaid in the township of Draycott in the parish of Draycott-in-the-Moors and terminating at or in the Company's existing service reservoir at the Meir in the township of Normacott in the parish of Stone which said intended aqueduct conduit or main pipe will be made or pass from in through or into the parishes townships townlands or other places following or some or one of them that is to say Draycott-in-the-Moors Draycott Dilhorne Forsbrook Weston Coyney Caverswall Normacott and Stone all in the county of Stafford.
- (8.) An aqueduct conduit or main pipe (No. 5) commencing from and out of the Company's existing service reservoir at Ladder-edge in the township of Longsdon in the parish of Leek and terminating by a junction with the Company's existing aqueduct conduit or main pipe at or near the tunnel carrying the Leek branch of the North Staffordshire Railway Company under the Leek New Road at Stockton Brook in the township of Norton-in-the-Moors in the parish of Norton-in-the-Moors which said intended aqueduct conduit or main pipe will be made or pass from in through or into the parishes townships townlands or other places following or some or one of them that is to say Leek Norton-in-the-Moors Woodcockhurst Endon Longsdon and Stanley all in the county of Stafford.
- (9.) A service reservoir and other works connected therewith (herein referred to as the "Golden Hill Reservoir") wholly situate in the township of Oldcott in the parish of Wolstanton in the county of Stafford on land formerly forming part of the Gill Bank Farm now belonging or reputed to belong to the Company and in the occupation of William Robinson and numbered respectively 900 and 902 on the Ordnance map of the said parish and near the crossing of roads known as the Head-o'-the-Lane at Golden Hill in the said township of Oldcott.
- (10.) An aqueduct conduit or main pipe (No. 6) commencing by a junction with the Company's existing main pipe at or near the Company's existing service reservoir at Golden Hill aforesaid and terminating at or in the intended Golden Hill reservoir aforesaid which said intended aqueduct conduit or main

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pipe is wholly situate in the township of Oldcott in the parish of Wolstanton in the county of Stafford.

Power to
make sub-
sidiary
works.

5. The Company in addition to the foregoing works may subject to the provisions of this Act and upon the lands shown on the deposited plans and described in the deposited books of reference when such lands shall have been acquired by the Company make and maintain all such embankments walls filtering beds softening tanks dams drains sluices catchpits conduits culverts channels by-washes weirs wells stand-pipes tanks engines buildings pipes machinery appliances roads approaches and other works and conveniences as may be necessary or convenient in connexion with or subsidiary to the before-mentioned works or any of them.

Limits of
deviation.

6. In the construction of the works authorised by this Act the Company may deviate laterally to any extent not exceeding the limits of the 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 in the case of reservoirs three feet upwards and ten feet downwards and in the case of all other works to any extent not exceeding seven feet Provided that if it be found necessary or expedient in the construction of any of the reservoirs by this Act authorised to alter the situation of any embankment they may within the limits of deviation in the construction thereof and of the works connected therewith deviate vertically from the levels of such embankments reservoirs and works with reference to the datum line to any extent not exceeding twenty feet but the Company shall not construct any embankment or wall of the said reservoirs of a greater height above the general surface of the ground than that shown on the deposited sections and three feet in addition.

Period for
compulsory
purchase of
lands.

7. The powers of the Company for the compulsory purchase of lands for the purposes of this Act other than those necessary for the purposes of the works described in subsections 6 and 7 of section 4 of this Act shall not be exercised after the expiration of three years and as to those hereby excepted not after the expiration of five years from the passing of this Act.

Period for
completion
of works.

8. If the works authorised by this Act be not completed within ten years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for executing the same or in relation thereto shall cease to be exercised except as to so much thereof as is then completed but nothing in this section

shall restrict the Company from extending altering or enlarging their works mains and pipes from time to time whenever it shall be necessary for the purpose of increasing or distributing the supply of water within their existing limits of supply. A.D. 1888.

9. The agreement entered into between the Company of the one part and Basil Thomas Fitzherbert of the other part and the memorandum dated twenty-second April one thousand eight hundred and eighty-seven of Francis Edward Fitzherbert copies of which are set forth in the Third Schedule to this Act are hereby confirmed and declared binding upon the parties thereto. Agreement with Basil Thomas Fitzherbert confirmed.

10. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege (not being an easement of water) 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. Power to take easements &c. by agreement.

11. In addition to any other lands which the Company are under the Company's former Acts and this Act authorised to take or purchase the Company may by agreement take purchase and hold for the purposes of this Act and for the general purposes of their undertaking any lands not exceeding in the whole twenty acres in extent Provided that no buildings shall be erected on such lands except such as are required for the purposes of the undertaking of the Company or dwellings for officers servants or workmen of the Company. Purchase of lands by agreement.

12. The Company may subject to the provisions of the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands from time to time sell lease or otherwise dispose of in such manner and to such persons as the Company think fit any lands houses or other property for the time being belonging to the Company which they do not require for the purposes of their undertaking and in any such sale or lease the Company may reserve to themselves all or any water or water rights or other easements belonging to the lands sold or leased and may make the sale or lease for such consideration and subject to such reservations conditions restrictions or provisions and generally upon such terms and conditions as the Company think fit. Sale of superfluous land.

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Restriction
on displac-
ing persons
of the
labouring
class.

13. The Company shall not under the powers of this Act without the consent of the Local Government Board purchase or acquire in any city borough or other urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Extension
of limits of
water
supply.

14. It shall be lawful for the Company to supply water by agreement in bulk or otherwise and for domestic or other purposes to any local or sanitary authority company or person any part of whose district or premises is situate within the several parishes of Draycott-in-the-Moors Dilhorne Caverswall Stone Barlaston Standon Eccleshall Ashley Horton Cheddleton Swynnerton Audley Keele Madeley Maer Whitmore Chapel Chorlton and Hill Chorlton and within the townships of Endon Longsdon Stanley and Ladderedge all which parishes townships and places are herein-after referred to as the "extended limits" all in the county of Stafford upon such terms and conditions in all respects and for such periods as the Company and such local or sanitary authority company or person may from time to time agree and the Company may for the purpose of carrying out any such agreement and supplying water thereunder in every such case from time to time as need may require exercise throughout such limits the same powers as the Company's former Acts and this Act would have enabled them to exercise had all the said parishes townships and places been originally comprised within the limits of the Company's former Acts:

Provided always that the Company shall not enter into any agreement for the supply of water within any part of the extended limits except with the consent of the local authority within whose district such place is situated first obtained:

Provided also that in the event of any local authority being at any time hereafter desirous to supply water in any portion of the extended limits at such time supplied by the Company under agreement as aforesaid the Company shall on request of the local authority sell to them all water pipes fittings and other works which may be

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laid or situated within the district of such local authority other than any reservoirs pumping stations mains or other property of the Company required by them for supplying water elsewhere at such price and upon such terms and conditions as shall be fixed (in default of agreement) by arbitration under the provisions of the Lands Clauses Acts Provided that after the completion of any such purchase all obligations (if any) on the part of the Company to supply water within such district shall cease and determine:

Provided also that if in any parish or township within the extended limits the Company shall not have made adequate provision for the supply of water within five years from and after the passing of this Act the restriction on the construction of waterworks by a local authority imposed by section 52 of the Public Health Act 1875 shall not in respect of the Company apply to or be binding on the local authority (as defined by that Act) of any such parish or township.

15. The Company from time to time may (subject to the provisions of Part II of the Companies Clauses Act 1863) raise for the purposes of this Act and for the general purposes of their undertaking any additional sum or sums of money not exceeding in the whole one hundred and eighty thousand pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively but the Company shall not issue any share of less nominal value than ten pounds nor shall any share vest in the person or corporation accepting the same unless and until the full nominal amount of such share or stock if such share or stock shall be issued at or above par together with any premium obtained upon the sale thereof shall have been paid in respect thereof Provided that it shall not be lawful for the Company to create and issue under the powers of this Act any greater nominal amount of capital than shall be sufficient to produce including any premiums which may be obtained on the sale thereof the sum of one hundred and eighty thousand pounds.

Power for
Company to
raise further
capital.

16. Subject to the provisions of this Act any capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital The capital in new shares or stock so created shall subject to the provisions of this Act form part of the capital of the

Incidents of
new shares
or stock.

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Company Provided that no person shall be entitled to vote in respect of any new shares or stock to which a preferential dividend shall be assigned except as otherwise expressly provided by the resolution creating the same.

Dividends
on new
shares or
stock.

17. Subject to the provisions of this Act every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or to the whole amount of such stock as the case may be.

Profits of
the Com-
pany
limited.

18. The Company shall not out of the profits of their undertaking in respect of any one year make any larger dividend on the additional share capital to be raised under the powers of this Act than seven pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as ordinary capital or six pounds in respect of every one hundred pounds actually paid up of such capital as may be issued as preference capital unless a larger dividend be at any time necessary to make up the deficiency of any previous dividend which may have fallen short of the said sum of seven pounds per centum per annum.

Payment of
dividends.

19. The additional ordinary capital hereby created shall rank equally with the existing ordinary capital for payment of dividend up to seven per centum per annum but without prejudice to the right of the existing capital to receive up to its maximum dividend out of excess profits.

Repeal of
s. 43 of
Company's
Act 1853.

20. Section 43 of the Company's Act of 1853 limiting the amount of the reserved or contingent fund is hereby repealed and in lieu thereof fifteen thousand pounds shall be the amount of the prescribed sum as provided for in the seventy-sixth section of the Waterworks Clauses Act 1847.

Receipt
in case of
persons not
sui juris.

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

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

22. Notwithstanding anything in this Act contained the Company shall when any shares or stock created under the powers of this Act are to be issued and before offering the same to the holder of any other shares or stock in the Company and whether the ordinary shares or ordinary stock of the Company are or is at a premium or not offer the same for sale by public auction or by tender in such manner at such times and subject to such conditions

of sale as the Company shall from time to time determine Provided that at any such sale no single lot shall comprise more than one hundred pounds nominal value of shares or stock and that the reserved price put upon such shares or stock shall not be less than the nominal amount thereof and notice of the amount of such reserved price shall be sent by the Company in a sealed letter to the Board of Trade not less than twenty-four hours before the day of auction or the last day for the reception of tenders as the case may be and such letter may be opened after such day of auction or last day for the reception of tenders and not sooner and provided that no priority of tender shall be allowed to any holder of shares or stock in the Company except that if any bidding or offer by tender of any holder or holders of shares or stock be the same in amount as any bid or offer made by any other person the bidding or offer of such holder or holders of shares or stock shall be accepted in preference.

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23. It shall be one of the conditions of any sale of shares or stock under section 22 of this Act that the whole nominal amount thereof together with any premiums given by any purchaser at such sale shall be paid to the Company within three months after such sale.

Purchase money of capital sold by auction to be paid within three months.

24. The intention to sell any such shares or stock by auction or by tender shall be communicated in writing to every town clerk and clerk to every urban sanitary authority having jurisdiction within the limits of supply and to the secretary of the committee of the London Stock Exchange at least twenty-eight days before the day of auction or the last day for the reception of tenders as the case may be and notice of such intention shall be duly advertised once in each of two consecutive weeks in one or more local newspapers circulating within the said district.

Notice to be given as to sale &c. of shares or stock.

25. When any shares or stock created under the powers of this Act have been offered for sale by auction or tender and not sold the same shall (unless the Company determine not to issue but to cancel the same) be offered at the reserved price put upon the same respectively for the purpose of sale by auction or tender to the holders of ordinary shares or ordinary stock of the Company in the manner provided by the Companies Clauses Act 1863 Provided always that the Company may from time to time dispose of any shares or stock so offered and not accepted within the time prescribed by the said Act at such times to such persons on such terms and conditions and in such manner as the directors think advantageous to the Company.

Shares or stock not sold by auction or by tender to be offered to shareholders.

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Application
of premium
arising on
issue of
shares or
stock.

26. Any sum of money which shall arise from the issue of any such share or stock by way of premium after deducting therefrom the expenses of and incident to such issue shall not be considered as profits of the Company but shall be expended in extending or improving the works of the Company or in paying off money borrowed or owing on mortgage by the Company and shall not be considered as part of the capital of the Company entitled to dividend.

Power to
borrow in
respect of
additional
capital.

27. The Company may in respect of the additional capital of one hundred and eighty thousand pounds which they are by this Act authorised to raise from time to time 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 by this Act authorised to be raised and at the time actually issued by shares or stock but no part thereof shall be borrowed until one half of the shares or stock at the time issued together with the premium (if any) realised on the sale thereof shall have been fully paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that such shares and stock and premium (if any) have been issued and fully paid up and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

For appoint-
ment of a
receiver.

28. Section 29 (for appointment of a receiver) of the Company's Act of 1868 is hereby repealed but without prejudice to any (if any) appointment heretofore made or to any (if any) proceedings pending at the passing of this Act and in lieu thereof mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. 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 in the whole than ten thousand pounds.

Debenture
stock.

29. The Company may create and issue debenture stock subject to the provisions of Part III of the Companies Clauses Act 1863 but notwithstanding anything therein or in the Company's former Acts contained the interest of all debenture stock and of all mortgages at any time after the passing of this Act created and issued or granted by the Company under the Company's former Acts or any of them and this and any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to

the dates of the securities or of the Acts of Parliament or resolutions by which the stock or mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be given on all mortgages and certificates of debenture stock.

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30. The Company shall not have power to raise by the creation of shares or stock instead of by borrowing the money by this Act authorised to be borrowed on mortgage or by debenture stock or any part thereof or to convert into capital any money borrowed under the provisions of this Act unless in either case all dividends upon such shares or stock whether ordinary or preferential are limited to a rate not exceeding five pounds per centum per annum.

As to conversion of borrowed money into capital.

31. All money to be raised by the Company on mortgage or debenture stock under the provisions of this Act shall have priority against the Company and the property from time to time of the Company over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act Provided always that this priority shall not affect any claim against the Company or their property in respect of any rentcharge granted or to be granted by them in pursuance of the Lands Clauses Consolidation Act 1845 or the Lands Clauses Consolidation Acts Amendment Act 1860 or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company in pursuance of any Act relating to the Company which is entitled to rank in priority to or *pari passu* with the interest or dividend on their mortgages or debenture stock.

As to priority of mortgages and debenture stock.

32. All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied only for the purposes of this Act and the general purposes of the undertaking of the Company being in all cases purposes to which capital is properly applicable.

Application of moneys raised under this Act.

33. In lieu of the 18th section of the Waterworks Clauses Act 1863 the following enactment shall apply in respect of the Company and of this Act and the Acts incorporated herewith:—

Penalty for application of water contrary to agreement.

If any person—

First not having from the undertakers a supply of water for other than domestic purposes uses for other than domestic purposes any water supplied to him or to any other person by the undertakers; or

Secondly having from the undertakers a supply of water for any other than domestic purposes uses for any purposes other

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than those for which he is entitled to use the same any water supplied to him or to any other person by the undertakers ;

he shall for every such offence be liable to a penalty not exceeding forty shillings without prejudice to the right of the undertakers to recover from him the value of the water misused.

Penalty for wilfully closing valves &c.

34. For the purposes of this Act and the Company's former Acts the sixtieth section of the Waterworks Clauses Act 1847 shall extend to and include the wilful closing of any lock cock or valve of the Company as well as the wilful opening thereof as therein mentioned and any person wilfully closing any lock cock valve pipe work or engine belonging to the Company or doing any other wilful act whereby their water shall be wasted or the flow of water interrupted shall forfeit to the Company for every such offence a sum not exceeding five pounds.

Fraudulently injuring meters &c.

35. If any person wilfully fraudulently or by culpable negligence injures or suffers to be injured any pipe meter or fitting belonging to the Company or fraudulently alters the index to any meter or fraudulently prevents any such meter from duly registering the quantity of water supplied he shall (without prejudice to any other right or remedy for the protection of the Company or the punishment of the offender) for every such offence be liable to a penalty not exceeding five pounds and the Company may in addition thereto recover the amount of any damages sustained by them and the Company may also enter upon the premises occupied by the offender and repair such injury and do all such works matters and things as may be necessary for ensuring the proper registering by such meter of the quantity of water supplied by means thereof and the existence of artificial means for causing such alteration or prevention when such pipe meter or fitting is under the custody or control of the consumer shall be *primâ facie* evidence that the same has been fraudulently caused by the consumer using such pipe meter or fitting.

Service pipes.

36. The service pipes to communicate with the mains and pipes of the Company and the fittings connected therewith shall be laid placed and removed under the superintendence of the Company and at the expense of the persons requiring or having the supply and either by the Company or some person approved by the Company :

Provided that the Company shall for the purposes of this section if required by any local authority for every full number of three thousand inhabitants in the district of such local authority approve

of at least one plumber having an established place of business in such district. A.D. 1888.

37. The Company shall not be bound to supply more than one house by means of the same service pipe but they may if they think fit require that a separate pipe from the main be laid into each house supplied by them with water. Company not bound to supply several houses by one pipe.

38. Where there is a pair of tenements or there are several tenements in a row or group no tenant or occupier of any one of the tenements nor any person on his behalf shall take or use the water laid on by the Company to any other of such tenements unless such tenant or occupier be in respect of the tenement so occupied by him rated under the Company's former Acts or this Act for a supply of water. Supply of water to tenements in a row.

39. The Company may upon the application of the owner or occupier of any premises abutting on or being erected in any street or road laid out or made but not dedicated to public use supply such premises with water and may lay and from time to time take up alter relay or renew in across or along such street or road such pipes as may be requisite or proper for the furnishing such supply and the provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes and for the protection of pipes when laid so far as they are respectively applicable for the purpose of this section shall extend and apply mutatis mutandis to and for the purposes thereof. Power to lay pipes in streets not dedicated to public use.

40. In proceedings under any bankruptcy or deed of composition or arrangement or liquidation by arrangement with creditors the secretary of the Company or any person appointed in his behalf by the Company may represent the Company and shall be competent to act for the Company and his acts and omissions shall bind the Company in all respects as if the claim or demand of the Company in such proceedings were the personal claim of such secretary or person and not of the Company. Representation of the Company in bankruptcy &c.

41. Any notice to be served on a person supplied with water may be either in print or in writing (including lithograph) or partly in print and partly in writing (including lithograph) and shall be sufficiently authenticated by the name of the secretary to the Company or if it be a notice to pay any charge in respect of a supply of water by the name of the collector of the Company being affixed thereto in print or in writing (including lithograph) or by a stamp and any such notice may be served on such person either personally or by sending the same through the post by a prepaid letter Form and service of notices by Company.

A.D. 1888. — addressed to him by name at his last known place of abode or business or by delivering the same to some inmate of his last known or usual place of abode or business or to any inmate of the premises supplied or if such premises be unoccupied and the place of abode of the person to be served is after diligent inquiry unknown it shall be sufficient to affix it or a copy thereof upon some conspicuous part of such premises Any instrument so served by post as aforesaid shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that the instrument was properly addressed and posted.

Saving rights
of Leek Im-
provement
Commissioners.

42. Section 42 of the Company's Act of 1868 (saving rights of Leek Improvement Commissioners) shall apply to this Act as if the same were re-enacted herein.

For the
protection
of the
corporation
of Longton.

43. For the protection of the mayor aldermen and burgesses of the borough of Longton (in this section called "the corporation") the following provisions shall have effect (that is to say):—

1. The Company shall if and when required by the corporation by notice in writing so to do and within twelve calendar months after the giving of such notice but not earlier than two years after the passing of this Act construct and thereafter maintain from the Meir Reservoir an additional water main of sufficient capacity for and to be devoted to the exclusive supply of water to the said borough;
2. The outlet from the Meir Reservoir of the water main appropriated for the delivery of water from that reservoir to the borough shall not at any time be at a higher level than the outlet from that reservoir of any water main or water mains used for the delivery of any water from that reservoir to any place other than the borough;
3. There shall not be placed at the said outlet or elsewhere on any water main so appropriated to the supply of the borough any valve or other apparatus or thing so as in any way to interfere with the free passage of the water from the said reservoir into and through the said water main or water mains;
4. In case of any accident to the Meir Reservoir or that it be required for the purpose of repair or for any other purpose to be put out of use the Company shall during such period continue to supply water to the water main appropriated exclusively for the supply of the borough by such means as may be necessary for the purpose of continuing such supply but if such supply is afforded by means of a by-pass main

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such last-mentioned main shall be fitted with a reflux valve but whatever means are adopted nothing shall be done which will have the effect of giving to the main used for the supply of other districts any advantage over the main used for the supply of the borough ;

5. Any sluice or other valve placed at or near the outlet of the reservoir shall be of the full bore of the water main on or in which it is placed and shall be at all times kept open to the full extent thereof except when required to be closed in case of accident or for necessary repairs to the said water main or reservoir ;
6. The water of the Normacott and Sutherland Reservoirs respectively shall not be used for the supply of any place further distant therefrom than the places supplied therefrom at the passing of this Act unless it be for a temporary purpose in case of fire or any accident to the works of the Company or other like emergency ;
7. The corporation by their officers shall at all times have free access to the works of the Company referred to in this section for the purpose of seeing that the provisions of this section are being fairly carried into effect ;
8. If any difference arise between the corporation and the Company touching this section or anything to be done or not to be done thereunder such difference shall be determined by a hydraulic engineer to be appointed (unless otherwise agreed on between the parties) on the application of the corporation or the Company by the Board of Trade and the costs of the arbitration shall be borne as he shall direct.

44. The following provisions for the protection of the London and North-western Railway Company (herein-after referred to as "the railway company") shall apply and have effect and be binding upon the Company and their assigns :—

For the protection of the London and North-western Railway Company.

In laying down executing or in effecting the repairs and renewals of any mains pipes or other works upon across over under or in any way affecting the railways lands or property now or hereafter belonging to or used or occupied by the said railway company or the bridges approaches viaducts stations or other works or any level crossings of such railway company the same shall be done under the superintendence and to the reasonable satisfaction of the principal engineer of the said railway company and only according to such plans to be submitted to and in such manner as shall be previously reasonably approved by him and in all things by and at the expense of the Company

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who also shall make good and repair the roads over any such bridges level crossings and approaches which the said railway company is or may be liable to maintain and which may be disturbed or interfered with by or owing to any operations of the Company and all such works matters and things shall be constructed executed and done so as not to cause any injury to such railways bridges level crossings approaches viaducts stations works lands or property or interruption to the passage or conduct of traffic over such railways or at any station thereon and if any such injury or interruption shall arise from or be in any way owing to any of the acts or operations of the Company or the bursting leakage or failure of any main pipe or culvert or the discharge of water therefrom in under or near to any bridge culvert or level crossing the Company shall make compensation in respect thereof to the said railway company the amount of such compensation together with full costs to be recoverable from the Company by all and the same means as any simple contract debt is recoverable.

For protec-
tion of
Robert Plant
and D. S.
Miller.

45. Notwithstanding anything in this Act contained it shall not be lawful for the Company to purchase or acquire except by agreement any property or interest of Robert Plant and Dugald Stewart Miller of and in lands and hereditaments in the parish of Draycott-in-the-Moors in the county of Stafford.

For the
protection
of the Duke
of Suther-
land.

46.—(1.) The Company shall not bore sink or test for water at the Hatton Pumping Station to a greater depth than that to which they have at present bored namely five hundred feet without the consent in writing of the Duke of Sutherland or his heirs or assigns the owners of Trentham Hall for the time being.

(2.) The Company shall be at liberty to carry their aqueduct conduit or main pipe (No. 3) through the Trentham Estate according to the deposited plans and at all times thereafter to maintain and repair and replace the same as circumstances may require the Company making good all damage caused by them and the Company shall level and restore the land used by them to a fit and proper state of cultivation to the satisfaction of the agent for the time being of the Duke of Sutherland his heirs or assigns owners for the time being as aforesaid.

(3.) The Company shall pay to the Duke of Sutherland his heirs or assigns owners as aforesaid the sum of seventy-five pounds per annum by equal half-yearly payments to be computed and commence on the Company taking possession of the land part of the Trentham Estate required for the said Aqueduct (No. 3) or on their commencing to pump water for distribution from the Hatton Pumping

Station whichever event shall first happen Provided however that at the option of the said Duke of Sutherland his heirs or assigns owners for the time being as aforesaid the Company shall furnish in lieu of the said money payment or part thereof a supply of water from their main amounting if required to but not of obligation exceeding twenty-five thousand gallons in any one day of twenty-four hours at the price of fourpence per one thousand gallons such water to be delivered by the Company after completion of the said Aqueduct (No. 3) into the reservoir in Trentham Park known as the "Trentham Hall Service Reservoir" by an aqueduct or line of pipe to be laid down by the Company but on land to be provided for them without charge and the Company shall at their own cost fix and maintain a meter for the purpose of registering the amount of water so supplied to the said reservoir. A.D. 1888.

(4.) The Company shall as part of the works of their said Aqueduct (No. 3) at their own cost fix and maintain a hydrant for the purpose of extinguishing fires together with connexions between the said hydrant and their main at such place near Trentham Hall as the Duke of Sutherland his heirs or assigns owners as aforesaid for the time being shall direct and provide and the Company shall from time to time at the request and cost of the Duke of Sutherland his heirs or assigns owners as aforesaid for the time being alter or vary the position of such hydrant to such other site as shall be provided for them and the Company shall in the case of fire provide free of charge a good and sufficient supply of water unless prevented by unavoidable accident or stoppage for repairs and shall also if required once in every month but not oftener efficiently test the said hydrant.

47. 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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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

THE COMPANY'S FORMER ACTS.

Session and Chapter.	Short Title.	Short Description of Act used in foregoing Act or following Schedules.
16 & 17 Vict. c. cxviii.	The Staffordshire Potteries Waterworks Consolidation and Extension Act 1853.	The Company's Act of 1853.
24 & 25 Vict. c. cxlvi.	The Staffordshire Potteries Waterworks Amendment Act 1861.	The Company's Act of 1861.
31 & 32 Vict. c. cxxxi.	The Staffordshire Potteries Waterworks Act 1868.	The Company's Act of 1868.

THE SECOND SCHEDULE.

THE COMPANY'S SHARE AND LOAN CAPITAL.

Under Acts consolidated by Company's Act of 1853 :—

	£	s.	d.
Share - - - - -	70,000	0	0
Loan - - - - -	23,333	6	8
Under Company's Act of 1853—			
Share - - - - -	35,000	0	0
Loan (inclusive of the above) - - - - -	30,000	0	0
Under Company's Act of 1861—			
Share - - - - -	35,000	0	0
Loan - - - - -	8,750	0	0
Under Company's Act of 1868—			
Share - - - - -	105,000	0	0
Loan - - - - -	26,250	0	0

THE THIRD SCHEDULE.

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THIS INDENTURE made the 11th day of June 1886 between Basil Thomas Fitzherbert of Swynnerton Hall in the county of Stafford Esquire of the one part and the Staffordshire Potteries Waterworks Company (herein-after referred to as the Company) of the other part.

WHEREAS the Company have applied to the said Basil Thomas Fitzherbert for leave to bore or sink for water on property belonging to him situate at Hatton in the parish of Swynnerton in the said county of Stafford delineated on the plan hereunto annexed and thereon coloured pink and marked "proposed pumping station" with a view if a sufficient supply of water is found to the acquisition by the Company from the said Basil Thomas Fitzherbert of land on which to erect a pumping station and reservoir or other works connected with their undertaking And whereas they have also applied for leave to lay one or more pipes under the land coloured yellow on the said plan Now this indenture witnesseth that in consideration of the sum of two hundred pounds to the said Basil Thomas Fitzherbert paid by the Company the receipt whereof the said Basil Thomas Fitzherbert hereby acknowledges the said Basil Thomas Fitzherbert and the Company do mutually agree as follows :

1. The Company shall for the period of five years from the date hereof be at liberty to bore sink and test for water on such part of the estate of the said Basil Thomas Fitzherbert as is delineated on the plan hereunto annexed and thereon coloured pink and marked "proposed pumping station" and to deposit on the said land coloured pink all earth spoil and rubbish arising from such sinking boring and testing.

2. The Company shall be at liberty at any time during five years from the date hereof to lay down drain and other pipes along the land coloured yellow on the said plan.

3. Before commencing any operations the Company shall effectually fence off the land required by them to the satisfaction of the agent for the time being of the said Basil Thomas Fitzherbert.

4. If the trials made by the Company shall prove successful and such as in their opinion shall warrant them in erecting permanent works the said Basil Thomas Fitzherbert shall on or before the expiration of the said five years if so requested in writing by or on behalf of the Company sell to them in consideration of an annual rentcharge of fifty pounds and of the covenants on the part of the Company herein-after contained or indicated to supply the said Basil Thomas Fitzherbert with water as after mentioned the said plot of land coloured pink on the said plan and also the plot of land marked on the said plan "site for reservoir" and thereon coloured blue together with the right to lay down and use pipes or drains under the land of the said Basil Thomas Fitzherbert delineated on the said plan and thereon coloured green and marked "proposed waste pipe track" And also the right to lay down and use pipes on the land lying between the land coloured pink on the said plan and the said land coloured blue thereon and therefrom to the public highway in the lines marked respectively "proposed

[Ch. clvii.] *Staffordshire Potteries Waterworks* [51 & 52 Vict.]
Act, 1888.

A.D. 1888. — pipe track" on the said plan and thereon coloured yellow with full right at all times thereafter to enter upon the said lands for the purpose of renewing and repairing the said pipes and drains All pipes shall be at least two feet below the surface and the gateways or entrances to fields and premises shall be kept open and safe so that they may be used while laying down the pipes.

5. After the purchase has been completed and upon and immediately after the erection of the permanent plant the Company shall supply an average daily quantity of two hundred gallons to Harley Thorne Farmhouse and also a like quantity to each of the farms of and belonging to the said Basil Thomas Fitzherbert at Upper Hatton and Lower Hatton now in the respective occupation of Mr. Malkin and Mr. Malkin junior Bostock Holmes and

Fielding as may be deprived of water from the existing wells by the permanent operations of the Company and also a like quantity to such other of the farmhouses and an average daily supply of fifty gallons to such of the cottages of the said Basil Thomas Fitzherbert situate at Hatton and the Row in the parish of Swynnerton as shall be so deprived of water upon the said Basil Thomas Fitzherbert laying and procuring the necessary pipes for carrying such water from the then existing mains of the Company to such farmhouses and cottages respectively and the fact of there being a deprivation of water at any such farms after the erection of the permanent plant shall be considered to be sufficient and conclusive evidence that such deprivation is caused by the operations of the Company and the Company shall also upon terms as above as to laying down the pipes supply water to such houses as shall hereafter be erected on the estate of the said Basil Thomas Fitzherbert such water as also the water to be supplied to the village of Swynnerton to be had taken and paid for as provided by the Company's Acts if and when and while the total supply herein stipulated for exceeds three thousand gallons per day and to such extent only as it is in excess of that quantity The said Basil Thomas Fitzherbert or the person requiring the water is to bear all costs of fittings and of connecting the pipes with the main and the Company shall also supply two troughs on the main line of pipes from the pumping station coloured pink on the said plan to the said reservoir and maintain and cleanse such troughs and keep them supplied with water for drinking purposes at such troughs.

6. The Company shall upon the completion of the permanent works furnish a supply of water amounting if required to but not of obligation exceeding three thousand gallons per day free of charge for the use of the Hall and village at Swynnerton and any buildings belonging to the said Basil Thomas Fitzherbert such water to be delivered by the Company into a reservoir capable of containing ten thousand gallons to be constructed by the Company on the site marked "reservoir for Hall" and coloured purple on the said plan and the said Basil Thomas Fitzherbert shall give the Company the right to pass over and through and to use such lands as should be necessary for constructing such reservoir and for the laying and repairing of pipes for such purposes free of charge The Company shall at their own cost lay down their main pipe to the Hall and through the village and fix at least three taps in the village.

7. The purchase shall be completed on or before the expiration of three calendar months from the exercise by the Company of such option to purchase and in default the said rentcharge shall begin to be payable from the expiration of such three months or from the expiration of three months from the time of erection of the said permanent plant whichever shall first happen.

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8. In the assurance to the said Company shall be contained powers to them during a period of ten years from the date hereof to make such underground cuts and lay such pipes underground in connexion with the works through any part of the estate of the said Basil Thomas Fitzherbert lying within a radius of four hundred yards from the principal shaft to be sunk in the said land coloured pink on the said plan as may be considered necessary by the Company.

9. If the said Company shall not on or before the expiration of the five years mentioned in clause 1 elect in writing to exercise their option of purchase they shall at the expiration of such period restore the land used by them to a fit and proper state of cultivation to the satisfaction of the agent for the time being of the said Basil Thomas Fitzherbert or shall make such reasonable compensation in lieu thereof as the nature of the case may require and in case of dispute any question shall be referred to arbitration under the provisions of the Common Law Procedure Act 1854 or any then existing Act in substitution therefor or modification thereof.

10. In addition to the two hundred pounds so paid as aforesaid the Company shall compensate the tenants of the said Basil Thomas Fitzherbert for all injury which may arise to the surface of the land occupied by them by the exercise of the powers conferred on them by these presents and shall restore the surface of the land to a proper state for cultivation with as little delay as possible.

11. If the Company shall at any time after the completion of the said purchase desire to discontinue the use of the premises as and for a works in connexion with their undertaking or any similar undertaking they shall before converting the same to other purposes or selling the same offer (by notice in writing sent by post to the last known place of abode in England or Wales of the said Basil Thomas Fitzherbert his heirs or assigns) to reconvey the premises hereby agreed to be purchased by the said Basil Thomas Fitzherbert on his releasing the said Company from the future payment of the said annual sum or rentcharge of fifty pounds and from all future liability in respect of the premises and if the said Basil Thomas Fitzherbert his heirs or assigns shall neglect or refuse to accept such offer for three calendar months after such notice shall have been sent as aforesaid the Company may use and dispose of the said premises in any way they may think fit but so that no nuisance may be caused to the said Basil Thomas Fitzherbert his heirs or assigns or his or their tenants it being however understood and agreed that in case the said Basil Thomas Fitzherbert his heirs or assigns shall re-acquire the said premises he or they shall be entitled to purchase the whole or any part that he may require of all buildings and other erections engines machinery pipes drains and other materials on or about the said premises at a removing value estimating that a buyer bears all expense of taking up and removing such value in case of difference to be ascertained by arbitration as provided by clause 9 and in case of his or their declining or neglecting so to do within three calendar months after such notice as aforesaid the Company shall be at liberty to remove the same making good any damage caused by such removal and levelling the land and making it fit for cultivation Provided also and it is hereby expressly agreed and declared that if the Company shall at any time after the completion of the said purchase cease to pump water from or out of the premises hereby agreed to be purchased the liability of the Company to supply water to the said Basil Thomas Fitzherbert or to any other person or persons under this agreement either at the said Hall or elsewhere shall cease.

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12. The Company shall pay not only their own solicitor's charges in reference to this agreement and the carrying out of the same but also the charges of the vendor's solicitor and agent in reference to the negotiations leading to this agreement and the preparation thereof and the carrying out of the same.

13. If any question is raised by the said Basil Thomas Fitzherbert as to the power of the Company under their statutory powers or otherwise legally to secure the payment to him of the said rentcharge which they are unable or unwilling to satisfy the Company shall be entitled to commute the said rentcharge by payment to the said Basil Thomas Fitzherbert of the gross sum of one thousand two hundred and fifty pounds in lieu of such rentcharge and in full redemption and discharge of the same.

In witness whereof the said Basil Thomas Fitzherbert hath hereunto set his hand and seal and the Company have caused their common seal to be hereunto affixed the day and year first above written.

Signed sealed and delivered
by the said Basil Thomas
Fitzherbert in the presence
of

EDWARD COLEGRAVE
6 Mansfield Street
Portland Place
London Solr.

BASIL THOMAS FITZHERBERT.

L.S.

The common seal of the
Staffordshire Potteries
Waterworks Company
was affixed in the presence
of

J. BEAUMONT PIERCY
Secretary.

L.S.

MEMORANDUM.

Referring to contract dated 11th June 1886 between Basil Thomas Fitzherbert Esquire and the Staffordshire Potteries Waterworks Company relating to the searching for and laying on of water at and near to Swynnerton Park and Stone I Francis Edward Fitzherbert the eldest son of the said Basil Thomas Fitzherbert do hereby signify my approval of the said contract and undertake to execute any necessary deeds for carrying the same into effect and to which my signature may be required.

(Signed) FRANCIS EDWARD FITZHERBERT.

22nd April 1887.

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