



CHAPTER ccxli.

An Act for conferring further powers on the Airdrie and Coatbridge Water Company and for other purposes. A.D. 1890.

[18th August 1890.]

WHEREAS by the Airdrie and Coatbridge Waterworks Act 1846 (in this Act referred to as "the Act of 1846") the Airdrie and Coatbridge Water Company (in this Act called "the Company") were incorporated and empowered to supply with water the towns of Airdrie and Coatbridge and the suburbs thereof and places adjacent in the county of Lanark : 9 & 10 Vict. c. cclxxxviii.

And whereas by the Forth and Clyde Navigation and Airdrie and Coatbridge Water Act 1848 the Company were authorised to give to the proprietors of the Forth and Clyde Navigation on such terms and conditions as might be agreed upon so much of the water collected by them as might not be necessary for the full supply of the towns and places within the area of supply entitled to be supplied with water :

And whereas by the Airdrie and Coatbridge Waterworks (Amendment) Act 1874 (in this Act referred to as "the Act of 1874") further powers were granted to the Company : 37 Vict. c. xi.

And whereas with a view to avoiding duplicate works and disputes as to the limits of their respective areas of supply the Company and the magistrates and council of the city of Glasgow as the Commissioners acting under the Glasgow Corporation Waterworks Act 1855 and subsequent Acts amending the same have entered into an agreement defining the limits within which they should respectively supply water in the parish of Old Monkland and it is expedient that the said agreement should be confirmed and the said limits defined in accordance therewith :

And whereas the Company in consequence of the exigencies of the district some years ago extended their reservoir at Roughrigg (the works for the purposes of such extension being within the limits of deviation originally authorised by the Act of 1846) and



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A.D. 1890. — they have from time to time expended large sums upon works pipes and connexions therewith and plant and it is expedient that the acts and expenditure of the Company in connexion with the said several purposes should be sanctioned and confirmed:

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

1. This Act may be cited as the *Airdrie and Coatbridge Waterworks Amendment Act 1890* and the Act of 1846 the *Forth and Clyde Navigation and Airdrie and Coatbridge Water Act 1848* and the Act of 1874 and this Act may be cited together as the *Airdrie and Coatbridge Water Acts 1846 to 1890*.

Interpretation.

2. In this Act the expression "the Company" means the *Airdrie and Coatbridge Water Company* and the expression "the sheriff" means the sheriff of the county of Lanark.

Sanctioning and confirming certain acts and expenditure of Company.

3. Whereas owing to the exigencies of the district the Company were obliged in the year one thousand eight hundred and eighty-seven to raise the embankment of their reservoir at Roughrigg to the extent of three feet or thereabouts and it thereupon became necessary to purchase ten additional acres of land on the margin of that reservoir but that land did not exceed the limits of the Company's works as shown on the plans deposited in relation to the Act of 1846 and the increased height of the embankment of the reservoir did not exceed the height of such embankment shown on the sections deposited in relation to that Act and three feet in addition. Therefore it is provided and declared that the acts and expenditure of the Company in connexion with the extension of their existing reservoir and works at Roughrigg including pipes connexions and plant are hereby sanctioned and confirmed.

Confirming agreement with Glasgow Water Commissioners.

4. The agreement dated the thirteenth and twenty-sixth days of April one thousand eight hundred and eighty between the Company and the magistrates and council of the city of Glasgow Commissioners acting under the *Glasgow Corporation Waterworks Act 1855* and subsequent Acts amending the same set forth in the schedule to this Act is hereby confirmed and shall be binding on the Company and the said Commissioners and it is hereby enacted that the boundary line coloured red on the plan signed as relative to the said agreement and of which plan four copies have been signed by



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Harry Tichborne Davenport Esquire the chairman of the committee of the House of Commons to which the Bill for this Act was referred one of which has been deposited in the Office of the Clerk of the Parliaments one in the Private Bill Office of the House of Commons and two with the principal sheriff clerk of the county of Lanark at his offices in Glasgow and Airdrie respectively shall form the boundary line within the parish of Old Monkland of the areas of supply of the Company and of the said Commissioners respectively. A.D. 1890.

5. The Company may from time to time subject to the provisions of this Act lay down maintain use extend alter renew relay replace enlarge and increase the number and size of the works (other than reservoirs) and the mains pipes and other conveniences from time to time in use or required for conveying and distributing water for the purposes of their undertaking Provided always that such extension enlargement or increase shall be executed only on lands or property belonging to the Company or which may be acquired by them by agreement or which they are by the Waterworks Clauses Acts 1847 and 1863 entitled to open and break up for such purposes but nothing in this Act shall exonerate the Company from the provisions of the said Acts or from any action indictment or other proceeding for nuisance or damage in the event of any nuisance or damage being caused by them under the powers of this section. Company may enlarge or increase number of pipes.

6. The water to be supplied from any main or pipe of the Company need not be supplied in any case at a level above or at a greater pressure than can be supplied or afforded by gravitation from the clear water basin of the Company from which the supply is taken Provided always that the pipes conveying water to the burgh of Airdrie shall always be kept charged to the full with water under such pressure. Pressure.

7. Subject to the provisions of the Lands Clauses Consolidation (Scotland) Act 1845 with respect to the sale of superfluous lands the Company may from time to time sell or lease any lands vested in or acquired by them which may not be required for the purposes of the Company. Company may sell or lease lands.

8. On the sale by the Company of any lands they may reserve to themselves all or any part of the water or water rights or other easements belonging thereto and may make the sale subject to such reservations accordingly and may also make any such sale subject to such other reservations special conditions restrictions and provisions with respect to use of water noxious trades or discharge or deposit of manure sewage or other impure matters as they think fit. Reservation of water rights.



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Regulations  
for prevent-  
ing waste of  
water.

9. For preventing waste misuse undue consumption or contamination of the water of the Company the following provisions shall have effect (namely) :—

1. The Company may from time to time make regulations with respect to the construction maintenance and use of water fittings so as to prevent waste misuse undue consumption or contamination of the water of the Company to be observed by persons supplied with such water Provided always that any such regulations shall apply only in the case of premises to which the Company are bound to afford and do in fact afford or are prepared on demand to afford a constant supply and shall not take effect unless and until they have been submitted to and confirmed by the sheriff and no such regulation shall be confirmed until after the expiration of thirty days after notice in writing of the intention to submit the same for confirmation together with a copy of the proposed regulations shall have been given by or on behalf of the Company to every local authority within the limits of supply and any such authority may within the said period of thirty days make such representation to the sheriff with reference thereto as such authority shall think expedient :
2. The Company may by any such regulations as aforesaid direct the use and prescribe the size nature strength materials workmanship and the mode of arrangement connexion disconnexion alteration and repair of pipes valves cocks tanks cisterns baths soil-pans waterclosets and other apparatus or receptacles for conveying delivering receiving and measuring water and may interdict any arrangement and use of any pipe valve cock tank cistern bath soil-pan watercloset or other apparatus or receptacle in their judgment likely to occasion waste misuse undue consumption erroneous measurement or contamination of water :
3. In case of the failure of any person to observe any regulation for the time being in force the Company may if they think fit after twenty-four hours' notice in writing enter and by or under the direction of their authorised officer repair replace or alter any pipe valve cock tank cistern bath soil-pan watercloset or other apparatus or receptacle belonging to or used by any persons supplied by them and the power of entry given by section 15 of the Waterworks Clauses Act 1863 and the provisions of that section relative thereto shall extend and apply to entry for the purpose of every such repair replacement or alteration and the expense of every such

repair replacement or alteration shall be repaid to the Company by the person on whose credit the water is supplied and may be recovered from him as water rents rates or charges are recoverable :

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4. All such regulations in force for the time being shall be published by a copy thereof being kept at the office of the Company. All persons may at all reasonable times inspect such copy without payment and the Company shall cause to be delivered a printed copy of all regulations for the time being in force to every person applying for the same on payment of a sum not exceeding sixpence for each copy :
5. A printed copy of the regulations purporting to have been made as aforesaid by the Company and to be sealed with the seal of the Company shall be taken to be proof of the due making publication and existence of such regulations until the contrary be shown and any person who shall offend against any such regulations shall be liable to a penalty not exceeding five pounds and to a further penalty not exceeding forty shillings for every day or part of a day such offence shall occur after conviction therefor.

10. Subject to the provisions of this Act the Company may if they see fit from time to time enter into and carry into effect such contracts and arrangements with any corporation local authority parochial board body or person with respect to the supply of water in bulk within the limits of supply or any places adjacent or near to these limits within the parishes of New Monkland Old Monkland Shotts Bothwell and Barony as the Company may think fit and every such contract and arrangement may be for such period and on such terms (pecuniary or otherwise) and conditions as the Company may think fit and they may from time to time vary or rescind any such contract or arrangement Provided that no such contract or arrangement shall disqualify any person who may be a member of any such corporation local authority parochial board or body from becoming or remaining a director of the Company.

Power to supply water by agreement.

11. At any time after the passing of this Act the Company shall if required by the local authority of any district within which pipes fittings and other apparatus for or connected with the distribution of water belonging to the Company but beyond their limits of supply are situate sell to such authority all such pipes fittings and apparatus within the district of such authority except such as are or may be required and used for supplying and conveying water to any part of the limits of supply or to any place

Company when so required to sell pipes, &c. outside the district.



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beyond the district of such local authority at such price and on such terms and conditions as may be settled by agreement between the Company and such local authority or failing agreement as may be determined by an arbitrator to be appointed for that purpose by the sheriff on the application of either party and after any such sale the powers of the Company to supply water within the district of such local authority shall cease and the costs of the reference shall be in the discretion of the arbitrator.

Parties using water for other than domestic purposes to be held to have entered into contract for such supply.

**12.** Unless where otherwise provided by agreement in writing between the parties any party using water supplied by the Company for other than domestic purposes shall be held to have entered into a contract or arrangement for such supply upon the terms of the table of rates and conditions of supply prescribed from time to time by the Company and exhibited for public inspection in the offices of the Company :

Provided always that in the supply of water for other than domestic purposes to any person other than the occupier of a work or manufactory such person shall have the right of appeal to the sheriff should he consider himself aggrieved by any increase in such rates.

Power to sell or let meters.

**13.** The Company may from time to time sell and dispose of or may let on hire meters and fittings thereof upon and subject to such terms (pecuniary or otherwise) and conditions as the Company think fit and the remuneration payable to the Company therefor shall be recoverable in the same manner as water-rents rates or charges due to the Company.

Meters not to be connected or disconnected without notice to Company.

**14.** No person shall connect any meter with any pipe through which any water is supplied by the Company to such meter or disconnect any meter from any such pipe unless he shall have given to the Company not less than forty-eight hours' notice in writing of his intention so to do and all alterations or repairs to and the connecting or disconnecting of meters shall be done at his cost and be performed under the superintendence of an officer of or person authorised by the Company or if the Company in any case so elect may be done by the Company and the cost thereof recovered from the person requiring the same or on whose behalf the same were performed and any person offending against this enactment shall for every such offence be liable to a penalty not exceeding five pounds.

Fraudulently injuring meters, &c.

**15.** 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 discontinue the supply of water to the person so offending until the injury is remedied and the amount of the damages is paid notwithstanding any contract previously existing 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 prima facie evidence that the same has been fraudulently caused by the customer using such pipe meter or fitting. Provided that the Company shall not under the powers of this section discontinue any supply of water for domestic purposes.

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**16.** 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 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 shall extend and apply to and for the purposes of this section.

Power to lay pipes in streets not dedicated to public use.

**17.** The Company shall not be bound to supply more than one tenement of houses 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 tenement of houses supplied by them with water.

Company not bound to supply several tenements of houses by one pipe.

**18.** Where several houses or parts of houses in the occupation of several persons are supplied by one common pipe the several owners or occupiers of such houses or parts of houses shall be liable to the payment of the same rates for the supply of water as they would have been liable to if each of such several houses or parts of houses had been separately supplied with water from the works of the Company by a distinct pipe.

Where several houses supplied by one pipe each to pay.

**19.** 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 for a supply of water.

Supply of water to tenements in a row.



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Owners and occupiers entitled to supply direct from service supply pipe for certain purposes.

Form and service of notices by Company.

**20.** Notwithstanding anything in this Act or in the Act of 1846 contained the owners and occupiers of property shall be entitled to a supply of water for drinking and cooking purposes direct from the service supply pipe without providing a cistern for the same.

**21.** Any notice to be served on a person supplied with water may be either in print or in writing or partly in print and partly in writing and shall be sufficiently authenticated by the name of the secretary or manager of the Company or if it be a notice to pay any charge in respect of a supply of water by the name of the manager or collector of the Company being affixed thereto in print or in writing 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 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.

Notice of discontinuance.

**22.** A notice to the Company from a consumer for the discontinuance of a supply of water shall not be of any effect unless it be in writing and be left at the principal office for the time being of the Company.

Increasing contingent or reserved fund.

**23.** The contingent or reserved fund provided by section 49 of the Act of 1846 is hereby increased to five thousand pounds and the said section shall be read and construed as if the words "five thousand" were substituted for the words "two thousand" wherever those words occur therein.

Amending sections 9 & 50 of Act of 1846 as to meetings of the Company &c.

**24.** Section 9 of the Act of 1846 shall be read and construed as if the words "last Tuesday of July or any other day in July or August which may from time to time be fixed by the directors of the Company" were substituted for the words "last Tuesday of June" occurring in the said section without prejudice to the regularity of any meetings hitherto held under the provisions of the said section and the fiftieth section of the said Act shall be read and construed as if the words "three months" were substituted for the words "one month" occurring in the proviso to that section.

Auditors need not be shareholders.

**25.** Notwithstanding anything contained in the Companies Clauses Consolidation (Scotland) Act 1845 any auditor of the



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Company to be elected after the passing of this Act may be either A.D. 1890.  
a shareholder of the Company or not.

**26.** All costs charges and expenses of and incident to the Expenses  
preparing for obtaining and passing of this Act or otherwise in of Act.  
relation thereto shall be paid by the Company.

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The SCHEDULE referred to in the foregoing Act.

MINUTE OF AGREEMENT between THE AIRDRIE AND COATBRIDGE  
WATER COMPANY and THE COMMISSIONERS under the GLASGOW  
CORPORATION WATERWORKS ACT 1855.

This Minute of Agreement entered into between the Airdrie and Coatbridge Water Company incorporated by the Airdrie and Coatbridge Waterworks Act 1846 (herein-after called "the Company") of the first part and the Magistrates and Council of the City of Glasgow Commissioners acting under the Glasgow Corporation Waterworks Act 1855 and subsequent Acts amending the same (herein-after called "the Commissioners") of the second part witnesseth:—

That whereas the Company under the said Airdrie and Coatbridge Waterworks Act 1846 have power to supply water to the towns of Airdrie and Coatbridge and places adjacent in the county of Lanark and to lay down make and maintain such lines of pipes and to execute all such other works as may be necessary for that purpose:

And whereas the Commissioners under the said Glasgow Corporation Waterworks Act 1855 have also power to supply water within inter alia the area embraced or comprehended within the parish of Old Monkland and places adjacent thereto and to lay down make and maintain such lines of pipes and to execute all such other works as may be necessary for that purpose:

And whereas the Company for the purpose of supplying water within the said area have constructed a pipe extending westwards to the point marked A on the plan endorsed hereon and subscribed as relative hereto and which pipe is shown in red upon the foresaid plan and the Commissioners also for the purpose of supplying water within the said area have likewise constructed a pipe extending eastwards to the point marked B on the foresaid plan and shown in blue thereon:

And whereas the Company and the Commissioners are of opinion that it is desirable and expedient and will save the unnecessary expense of laying down making and maintaining further double lines of pipes and relative works and will otherwise be for their mutual advantage to fix and determine certain definite boundaries or limits within which they shall respectively restrict themselves in exercising their statutory powers of supplying water within the said Parish of Old Monkland Therefore the Company and the Commissioners in order to carry out the arrangement indicated and for other purposes have agreed and hereby agree and bind and oblige themselves as follows viz.:—

First. The Company shall sell to the Commissioners and the Commissioners shall purchase and take over from the Company the portion of the said pipe already constructed by and belonging to the Company extending from the letter A to the letter C on the foresaid plan and that at such price as may be fixed by the engineers of the Company and the Commissioners respectively and in case of any difference between them by a neutral qualified person to be appointed by the Company and the Commissioners.

Second. The Company subject to the provisions contained in Article Third hereof hereby agree to limit and restrict the area within which they shall



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from and after the date of this Agreement exercise the powers conferred upon them by their said Act to supply water as aforesaid within the said parish of Old Monkland to that part thereof lying to the east of the boundary line running north and south and coloured red on the foresaid plan and likewise the Commissioners subject to the provisions contained in said Article Third hereof hereby agree to limit and restrict the area within which they shall from and after the date of this Agreement exercise the powers conferred upon them by their said Acts to supply water as aforesaid within the said parish of Old Monkland and places adjacent thereto to that part thereof lying to the west of the foresaid boundary line. A.D. 1890.

Third. It is hereby provided and declared that in the event of the owners or occupiers of houses within any part of the limits of supply of the Company or the Commissioners respectively at any time after the date hereof making a demand in writing and tender of an agreement to either of the Company or the Commissioners under the provisions of the Waterworks Clauses Act 1847 and the said Acts of the Company and the Commissioners respectively to take and pay for a supply of water for three years or more in terms of said Acts nothing herein contained shall preclude either the Company or the Commissioners from complying with the requisition of such owners or occupiers and supplying them with water in terms of and under the powers and provisions contained in the said Waterworks Clauses Act 1847 or in their said Acts respectively And the Company and the Commissioners respectively upon any such requisition being made to either of them as aforesaid shall give notice thereof to the other immediately upon receiving the same Provided further that upon any such requisition being made to either the Company or the Commissioners as aforesaid each of them respectively shall endeavour to get the party making such requisition to withdraw the same and to take a supply of water from either the Company or the Commissioners within whose area of supply as limited and restricted by Article Second hereof such supply is required.

Fourth. The Company and the Commissioners hereby bind and oblige themselves respectively in the first application to be made by either of them to Parliament in connexion with their respective undertakings after the date hereof to endeavour to get Parliament to fix determine and declare that the boundary line coloured red on the foresaid plan forms within the said parish of Old Monkland the boundary line between the areas of supply of the Company and the Commissioners respectively.

Fifth. In the event of any disputes or differences arising between the Company and the Commissioners with respect to the true intent or meaning of these presents or to the due and adequate implement thereof such disputes or differences shall be and hereby are submitted and referred to Anderson Kirkwood LL.D. Writer in Glasgow whom failing to James Robertson LL.D. professor of conveyancing in the University of Glasgow whom failing to any arbiter to be named by the sheriff of Lanarkshire on the application of either party whose award interim or final partial or total the Company and the Commissioners shall be bound to abide by and implement in all respects and particulars.

Lastly. The Company and the Commissioners bind and oblige themselves to implement and fulfil their respective parts of the premises to each other under the penalty of five hundred pounds sterling to be paid by the party

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failing to the party observing or willing to observe their part thereof and that over and above performance and the Company and the Commissioners consent to the registration hereof and of the decree or decrees arbitral interim or final partial or total to be pronounced in virtue of the above submission (if any) for preservation and execution In witness whereof these presents written on this and the two preceding pages of stamped paper by Edwin Sutherland clerk in the town clerk's office Glasgow are (together with the plan annexed hereto and before referred to and under the declaration that the word "hereto" is interlined between the nineteenth and twentieth lines of page first hereof by the said Edwin Sutherland before subscription) subscribed by the parties hereto in duplicate as follows viz. :— By Hugh Freeland MacDonald and William Motherwell two of the directors and by Peter Taylor secretary all of the said Airdrie and Coatbridge Water Company and the seal of the said Company is adhibited hereto all at Airdrie on the thirteenth day of April eighteen hundred and eighty before these witnesses John Motherwell Alston writer Coatbridge and William Cowan Hamilton book-keeper in the employment of the said Company and by James Thomson and Alexander Waddel two of and acting by direction and on behalf of the said Commissioners both at Glasgow on the twenty-sixth day of April and year last mentioned before these witnesses John Bowers writer Glasgow and James Cunninghame clerk in the town clerk's office Glasgow.

JOHN M. ALSTON,

Witness.

WM. C. HAMILTON,

Witness.

JOHN BOWERS, Witness.

JAS. CUNNINGHAME,

Witness.

HUGH F. MACDONALD.

WM. MOTHERWELL.

PETER TAYLOR, Secy.

ALEXANDER WADDEL.

JAMES THOMSON.



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