



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. cxxiv.

An Act to make further Provision for supplying with Water the Borough of *Bradford* and certain Places in the Neighbourhood thereof.

[3d July 1854.]

WHEREAS an Act was passed in the Fifth Year of the Reign of Her present Majesty, intituled *An Act for better supplying with Water the Town and Neighbourhood of Bradford in the West Riding of the County of York*, and another Act was passed in the Twelfth Year of the Reign of Her present Majesty, called "*The Bradford Waterworks Amendment Act, 1849*," by which Acts the *Bradford Waterworks Company* were incorporated, and authorized to construct Works for supplying the Borough of *Bradford* with Water, and to raise various Sums of Money by the Creation of Shares and by Mortgage of their Undertaking, amounting in the whole to Eighty-eight thousand five hundred Pounds, whereof Eighty-two thousand five hundred Pounds forms the present Share Capital of the said Company, and Six thousand Pounds are due upon Mortgage of their Undertaking: And whereas the said Company proceeded to carry the Powers of the said Acts into execution, and have raised and expended upon their Undertaking the whole of the said Sum of Eighty-eight thousand five hundred Pounds, but by reason

5 & 6 Vict.
c. vi.
12 & 13 Vict.
c. xx.

[Local.]

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of

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of the great and rapid Increase of Population and in the Number of Dwelling Houses and other Buildings in the Town and Neighbourhood of *Bradford* a much larger Supply of Water is required for domestic and other Purposes in the said Town and Neighbourhood than the existing Works of the Company are capable of affording, and it is expedient that new Works should be constructed for the Purpose of furnishing an additional Quantity of Water thereto: And whereas the several Parishes or Places of *Addingham, Silsden, Morton, Denholme, Wilsden, Allerton, Heaton, and Bolton*, or some of them, or some Parts thereof, respectively, in the several Parishes of *Addingham, Kildwick, Bingley, Bradford, and Calverley*, in the West Riding of the County of *York*, might be conveniently supplied with Water to a great Extent by means of Works constructed for furnishing such additional Supply to the Borough of *Bradford*: And whereas the *Bradford Waterworks Company* are willing to construct the requisite new Works for the Purposes aforesaid and to furnish such Supplies of Water, if authorized by Parliament so to do; but to enable the said Company to construct such Works and furnish such Supplies of Water, and also to make their existing Works more available for supplying Water within the Borough of *Bradford*, it is expedient that they should be authorized to raise a further Sum of Money: And whereas it is expedient that Provisions should be made for consolidating the Shares of the said Company into Stock, and for converting their Mortgages into Shares or Stock: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament, but the same might be more conveniently effected if the recited Acts were repealed, and other Provisions were enacted in lieu thereof: 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 of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Interpreta-
tion of
Terms.

I. In construing this Act the following Words and Expressions shall have the Meanings hereby assigned them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Word "Company" shall mean the Company incorporated by this Act:

The Word "Person" shall include Corporation, whether aggregate or sole, and the Proprietors and Undertakers of every Navigation or Canal, whether incorporated or not:

The Expression "paid up Capital" shall comprise Consolidated Stock and Shares which have been fully called up and paid, and such Portions of Shares not fully called up and paid as shall have been called up and paid.

II. The

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II. The Company incorporated by the first-recited Act is hereby dissolved, and the recited Acts are hereby repealed.

Recited Acts repealed and Company dissolved.

III. "The Companies Clauses Consolidation Act, 1845," (except the Provisions thereof with respect to the Conversion of the borrowed Money into Capital,) "The Lands Clauses Consolidation Act, 1845," and "The Waterworks Clauses Act, 1847," shall be incorporated with and form Part of this Act; and in construing such Acts for the Purposes of this Act the Expression "the Special Act" shall mean this Act; and the Expression "the Works," or "the Waterworks," or "the Undertaking," shall mean and include the Waterworks and Works connected therewith by this Act vested in or authorized to be made by the Company incorporated or constituted by this Act; the Expression "the Promoters of the Undertaking" shall mean the Company incorporated by this Act; the Word "Shares" shall include Consolidated Stock as well as Shares; and the Expression "Quarter Sessions" in this and the incorporated Acts shall mean any Quarter Sessions holden in and for the West Riding of the County of *York*, or any Adjournment thereof.

Provisions of 8 & 9 Viet. c. 16. extended to this Act.

Interpretation of certain Expressions.

IV. The Limits of this Act for supplying Water shall be the Town and Borough of *Bradford*, and the several Townships or Places of *Addingham, Silsden, Morton, Denholme, Wilsden, Allerton, Heaton, and Bolton*, in the Parishes of *Addingham, Kildwick, Bingley, Bradford, and Calverley*, in the West Riding of the County of *York*: Provided always, that with respect to such Parts of the said Townships and Places as are situate above the Level of the Waste Weir of the *Lower Chellow Dean* Reservoir of the Company, the Water to be supplied by the Company need not be constantly laid on under Pressure.

Limits of Act.

V. The several Persons and Corporations who immediately before the passing of this Act were Proprietors of Shares in the Company hereby dissolved, and all other Persons and Corporations who have subscribed or shall hereafter subscribe to the Undertaking of the Company, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of supplying with Water the Inhabitants, Buildings, and Lands within the Limits of this Act, and for making and maintaining Waterworks for that Purpose, with proper Works and Conveniences connected therewith, according to the Provisions in this and the incorporated Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Bradford* Waterworks Company," and by that Name shall be a Body Corporate with perpetual Succession, and may sue and be sued, and shall have a Common Seal, and Powers to purchase, rent, hold, and sell Lands, Rights, or Easements

Re-establishment of Bradford Waterworks Company.

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Easements for the Purposes of the said Undertaking, subject to the Restrictions and Provisions in this and the incorporated Acts contained.

Estates and Liabilities of former Company vested in and binding on the Company hereby established.

VI. From and immediately after the passing of this Act, the Springs of Water called *Many Wells* in *Trooper* or *Many Wells Farm* in the Township of *Wilsden*, the several Reservoirs known as the *Hewenden* or *Harden Beck* Reservoir, the *Upper Chellow Dean* Reservoir, the *Lower Chellow Dean* Reservoir, and the *Whetley Hill* Reservoir, as also all the Waterworks of every Description belonging to the Company hereby dissolved, and all the Lands, Tenements, and Hereditaments, and all Rights, Claims, Easements, and Privileges, and all Moneys, Goods, Chattels, Effects, Bonds, Deeds, Books, Writings, Maps, Plans, and Personal Estate of the Company hereby dissolved, shall be and the same are hereby vested in the Company hereby incorporated; and all Persons and Corporations who immediately before the passing of this Act owed any Sum of Money to the Company hereby dissolved shall pay the same, together with all Interest (if any) due or to accrue due for the same, to the Company hereby incorporated; and all Debts which immediately before the passing of this Act were due and owing by the Company hereby dissolved shall be paid, with all Interest (if any) due and to accrue due thereon, by the Company hereby incorporated; and all Rates or Rents which immediately before the passing of this Act were due and payable or were then accruing due under or by virtue of the first-recited Act to the Company hereby dissolved, shall be and become due and payable to the Company hereby incorporated, and shall and may be collected and recovered by the same Ways and Means, and under the same Restrictions and Regulations, and with the same Penalties in respect thereof, as the Rates and Rents by this Act made payable to the Company hereby incorporated; and all Grants conferring or purporting to confer upon the Company hereby dissolved any Right, Easement, or Privilege to make, form, construct, lay or place, maintain, repair, or continue any Conduit, Aqueduct, or Pipe under any Lands, Tenements, or Hereditaments, shall be as good, valid, and effectual in the Law to all Intents and Purposes to and in favour of the Company hereby incorporated as if the same had been originally made and executed to and in favour of the said Company under the Provisions of this Act; and all other Grants, Conveyances, Contracts, Mortgages, Bonds, Covenants, Liabilities, Securities, Arrangements, and Agreements made or entered into before the passing of this Act to, with, in favour of, or by or for the Company hereby dissolved, shall be and remain as valid and effectual in favour of or against and with reference to the Company hereby incorporated, and may be proceeded on, enforced, and satisfied, in the same Manner to all Intents and Purposes as if the Company hereby incorporated had been

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been a Party to, executed, and incurred the same, or had been named or referred to therein, instead of the Company incorporated by the first-recited Act.

VII. The Company hereby incorporated shall, with reference to every Act done or left undone, and with respect to every Liability of what Nature or Kind soever incurred by the Company hereby dissolved prior to the passing of this Act, or which would have been incurred by them if they had not been dissolved by this Act, be considered as identical with that Company, in like Manner in all respects as if this Act had not been passed, and the Company hereby incorporated were the Company hereby dissolved.

Liabilities of dissolved Company prior to passing of this Act continued.

VIII. Notwithstanding the Repeal of the recited Acts, and except only as is by this Act otherwise expressly provided, everything before the Commencement of this Act done and suffered respectively under the repealed Acts respectively shall be as valid as if this Act were not passed; and such Repeal and this Act respectively shall accordingly be subject and without Prejudice to everything so done and suffered respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such Repeal had not happened and this Act were not passed, would be incident to and consequent on any and every thing so done and suffered respectively; and with respect to all such Things so done and suffered respectively, and all such Rights, Liabilities, Claims, and Demands, the Company hereby incorporated shall to all Intents and Purposes represent the Company hereby dissolved.

Present and future Liabilities, &c. under repealed Acts to continue.

IX. All Rates, Rents, or Charges made or imposed under or by virtue of the first-recited Act, and which at the Time of the passing of this Act shall be due and payable or accruing due and payable, or if this Act had not been passed would have been due and payable or would have accrued due and payable, shall continue to be payable until the same shall be altered under the Authority of this Act, and may be collected and recovered by such Means, and under such Restrictions and Regulations, as any Rates, Rents, or Charges to be received in pursuance of this Act may be collected or received.

Rates and Rents now payable to continue till altered.

X. All Sales, Transfers, and Dispositions, executed before the passing of this Act, of any Share or Shares in the Joint Stock of the Company hereby dissolved, shall remain in full force and virtue, and shall be and continue available, in all respects whatsoever, in the same Manner as if the same respectively were or had been made, entered into, or executed under or by virtue of any of the Powers or Authorities contained in this Act.

Transfer of Shares, &c. to remain in force.

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Actions, &c.
not to abate,
and Penalties to be
recoverable.

XI. No Action, Suit, Prosecution, or other Proceeding whatsoever, commenced either by or against the Company hereby dissolved previous to the passing of this Act, shall abate or be discontinued or prejudicially affected by this Act, but on the contrary the same shall continue and take effect, either in favour of or against the Company hereby incorporated, in the same Manner in all respects as the same would have continued and taken effect in favour of or against the Company hereby dissolved if this Act had not been passed; and also all Penalties incurred by any Offence against the Provisions of the first-recited Act previously to the passing of this Act may be sued for, and all Offences which may have been committed before the passing of this Act against the Provisions of the first-recited Act may be prosecuted, in such or the like Manner to all Intents and Purposes as the same might have been sued for and prosecuted respectively if this Act had not been passed, the Company hereby incorporated being, in reference to the Matters aforesaid, in all respects substituted in place of the Company hereby dissolved.

Books of
dissolved
Company to
be Evidence.

XII. All Register Books of Shareholders, Registers of Transfers, Declarations as to Transfer of Shares, Books of Account, Balance Sheets, Minutes of Proceedings of the Meetings of Directors, or other Records of the Affairs or Proceedings of the Company hereby dissolved shall be preserved, and shall be admissible and admitted as Evidence in all Courts of Justice and elsewhere in like Manner as the same would have been admissible and admitted as Evidence if the said Company had not been dissolved and the said recited Acts had not been repealed.

Plans, &c. of
Works au-
thorized by
first recited
Act, or cer-
tified Copies
thereof, to be
Evidence.

XIII. The Plans, Sections, and Book of Reference of the Works by the first-recited Act authorized to be made and constructed, which were deposited with the Clerk of the Peace for the West Riding of the County of *York* on the Thirtieth Day of *November* One thousand eight hundred and forty-one, or Extracts therefrom certified by any such Clerk of the Peace, shall (notwithstanding the Repeal of the said recited Act) be received in all Courts of Justice or elsewhere as Evidence of the Contents thereof.

Officers to
continue till
removed.

XIV. All Clerks, Officers, and Persons appointed by virtue of or acting under the Authority of the first-recited Act, and not acting contrary to the Provisions and Directions in this Act contained; shall hold and enjoy their respective Offices and Employments, together with the Salaries or Emoluments thereunto annexed, until they shall be removed therefrom by the Company or the Directors, and all such Clerks, Officers, and Persons shall have the like Powers and Authorities for the Purposes of this Act and for carrying the same into execution, and shall be subject and liable to the like Pains and Penalties, and to
the

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the like Powers of Removal, and to the like Rules and Regulations, in all respects whatsoever as if they had been appointed by virtue of this Act.

XV. The Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be the *Bradford Observer* or some other Newspaper published in *Bradford*, and if no Newspaper shall be published in *Bradford*, then in some Newspaper published in the West Riding of the County of *York*.

Newspapers
for Adver-
tisements.

XVI. The Capital of the Company shall be Eighty-two thousand five hundred Pounds of Consolidated Stock, and shall be subject to Augmentation by the Creation of Shares or Stock, as herein-after mentioned.

Capital.

XVII. Whereas the Capital of the Company hereby dissolved consisted of Two thousand two hundred Shares of the nominal Value of Twenty Pounds each, and Seven thousand seven hundred Shares of the nominal Value of Five Pounds each, which Shares have been fully paid up: Be it enacted, That every Person and Corporation who immediately before the passing of this Act was possessed of or entitled to One or more Share or Shares in the Capital of the Company hereby dissolved of the nominal Value of Twenty Pounds each, shall for each such Share be entitled to the Sum of Twenty Pounds of Consolidated Stock in the Capital of the Company hereby incorporated; and every Person and Corporation who immediately before the passing of this Act was possessed of or entitled to One or more Share or Shares in the Capital of the Company hereby dissolved of the nominal Value of Five Pounds each, shall for each such Share be possessed of or entitled to the Sum of Five Pounds of such Consolidated Stock; and the Consolidated Stock is hereby vested in such Persons and Corporations accordingly.

Appropriation of
Stock.

XVIII. All Persons and Corporations in whom any such Consolidated Stock is or shall be vested shall stand and be possessed thereof upon the same Trusts, and subject to the same Powers, Provisions, Declarations, and Agreements, Charges and Incumbrances, upon or to which the Share or Shares in the Capital of the Company hereby dissolved in respect of which such Consolidated Stock is or shall be so vested was or were subject and liable immediately before the passing of this Act, and so as to give Effect to and not revoke any Will or other Testamentary Instrument disposing of or affecting such Share or Shares.

Consolidated
Stock to be
subject to
the same
Trusts as the
old Shares.

XIX. It shall be lawful for the Company, with the Consent of a General Meeting or Meetings of the Shareholders, to raise, by the Creation

Power to
raise Money
by Shares.

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Creation of Shares, in augmentation of and in addition to the said Capital, such Sum or Sums of Money as they shall from Time to Time think fit, not exceeding in the whole Two hundred and sixty-seven thousand five hundred Pounds.

Power to raise Money by Mortgage.

XX. After the Capital herein-before authorized to be raised shall have been subscribed, and One Half of the Capital of the Company shall have been paid up, it shall be lawful for the Company, with the Consent of a General Meeting or Meetings of the Shareholders, to raise, by Mortgage of their Undertaking, such Sum or Sums of Money as they shall from Time to Time think fit, not exceeding in the whole, inclusive of Mortgages granted by the Company hereby dissolved and remaining unpaid, the Sum of One hundred and sixteen thousand Pounds: Provided always, that all Mortgages granted by the Company and subsisting at the Time of the passing of this Act shall, during the Continuance thereof, have Priority over all Mortgages which may be granted under the Provisions of this Act.

Former Mortgages to have Priority.

Power to convert Loan into Capital.

XXI. It shall be lawful for the Company, if they think fit, to raise the Money which they are by this Act authorized to borrow on Mortgage, or any Part thereof, or which may be required for paying off any Principal Sums previously borrowed on Mortgage under the Provisions of this or the repealed Acts, or either of them, by creating new Shares or Consolidated Stock; but no such Augmentation of Capital shall take place without the previous Authority of a General Meeting of the Company.

Rate of Dividends upon new Capital limited.

XXII. The Dividends upon any Shares to be created for raising the said Sum of Two hundred and sixty-seven thousand five hundred Pounds, or any Part thereof, shall not exceed the Rate of Eight Pounds *per Centum per Annum* on the Amount for the Time being paid up in respect of such Shares, and the Dividends upon any Shares or Stock which may hereafter be created under the Powers of this Act for raising Money by Shares or Stock instead of by Mortgage, or to pay off any Principal Sums previously borrowed on Mortgage, shall not exceed the Rate of Five Pounds *per Centum per Annum* upon the Amount for the Time being paid up in respect of such Shares, or, as the Case may be, upon the Amount of such Stock, unless in any of the above-mentioned Cases a larger Dividend be at any Time necessary to make up the Deficiency of any previous Dividend which shall have fallen short of the said yearly Rate of Eight Pounds *per Centum per Annum*, or Five Pounds *per Centum per Annum*, as the Case may be.

As to Amount, Payment, and Disposal of Shares.

XXIII. All Shares which may be created by virtue of this Act shall form Part of the general Capital of the Company, and shall be of

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of such Amount respectively, and payable by such Instalments or Calls and at such Periods, and shall be allotted and disposed of in such Manner and upon such Terms and Conditions, as the Company shall think proper; and it shall be lawful for the Company, with the Consent of Three Fifths at least of the Votes of the Shareholders present in Person or by Proxy at any General Meeting or Meetings of the Company specially convened for the Purpose, to guarantee such fixed Amount of Dividend on any such Shares, not exceeding Five Pounds *per Centum per Annum* on the Amount for the Time being paid thereon, and to attach such other Privileges to any such Shares in the way of Preference or Priority in Payment of Dividend, or otherwise, as shall be determined at such Meeting or Meetings; provided always, that Ten Pounds *per Centum* of the total Amount of any such Shares shall be the highest Amount of any One Instalment or Call in respect of such Share, and there shall be an Interval of Three Months at the least between any Two successive Calls, and no more than Forty Pounds *per Centum per Annum* on the total Amount of any such Share shall be called thereon in any One Year.

XXIV. All the Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Consolidation of the Shares into Stock, (except the Sixty-first Section of the said Act,) shall apply to the Consolidated Stock created by this Act, and to any Consolidated Stock that may be created under the Provisions of this Act for raising Money to pay off Mortgages, or in lieu of borrowing on Mortgage, in like Manner in all respects as if such Stock had been created under or pursuant to the Sixty-first Section of the said "Companies Clauses Consolidation Act."

Stock to be subject to Provisions of 8 & 9 Vict. c. 16.

XXV. If any Money be payable to any Shareholder, being a Minor, Idiot, or Lunatic, the Receipt of the Guardian of such Minor or the Receipt of the Committee of such Idiot or Lunatic shall be a sufficient Discharge to the Company for the same.

Receipts for Money payable to Minors, &c.

XXVI. Subject to the Provisions herein-after contained for reducing the Number of Directors, the Number of the Directors of the Company shall be Nine, and the Qualification of a Director shall be the Possession by him in his own Right of Four hundred Pounds at least of the Capital of the Company.

Number and Qualification of Directors.

XXVII. It shall be lawful for the Company, by Vote of any General Meeting, from Time to Time to reduce the Number of Directors, provided that the reduced Number be not less than Six.

Power to vary the Number of Directors.

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First Directors.

XXVIII. The Persons who immediately before the passing of this Act were the Directors of the Company hereby dissolved shall be the First Directors of the Company.

Quorum.

XXIX. A Quorum of a Meeting of Directors shall be Three.

Committee of Directors.

XXX. The Number of Directors of which Committees appointed by the Directors shall consist shall be not less than Two nor more than Five; and the Quorum of such Committees shall be left to the Discretion of the Directors.

Qualification of Auditors.

XXXI. The Qualification of an Auditor shall be the Possession by him in his own Right of Two hundred Pounds at least of the Capital of the Company.

Quorum of General Meeting.

XXXII. The Quorum of any General Meeting of the Company shall be Five Shareholders holding in the aggregate not less than Four thousand Pounds of paid-up Capital of the Company.

First and other Meetings.

XXXIII. The First Ordinary Meeting of the Company shall be held within Two Months after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *January* and *July* in every succeeding Year.

Rate at which Water is to be supplied for domestic Purposes.

XXXIV. The Company shall, at the Request of any Owner or Occupier of any House or Part of a House in any Street in which any Pipe of the Company shall be laid, or on the Application of any Person who, under the Provisions of this Act or of any Act incorporated herewith, shall be entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for domestic Use, at Rates not exceeding the Rates herein-after specified; (that is to say,)

Where the annual Rackrent or Value of the Premises so supplied with Water shall not exceed Twenty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds Ten Shillings:

Where such Rent or Value shall be above Twenty Pounds and not exceed Forty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds:

Where such Rent or Value shall be above Forty Pounds and not exceed Sixty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds Ten Shillings:

Where such Rent or Value shall be above Sixty Pounds and not exceed Eighty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds:

Where

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Where such Rent or Value shall be above Eighty Pounds and not exceed One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds Ten Shillings :

Where such Rent or Value shall be above One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds :

For One Watercloset or Bath in any Premises where the annual Rackrent or Value does not exceed Ten Pounds *per Annum*, at a Rate not exceeding Five Shillings *per Annum*; and where such Rent or Value shall be above Ten Pounds *per Annum*, at a Rate not exceeding Ten Shillings *per Annum*; and for every additional Watercloset or Bath at a Rate not exceeding Half the Rate for such One Watercloset or Bath.

XXXV. Provided always, That the Company shall not be compelled to supply with Water any Watercloset, or the Apparatus or Pipes connected therewith, unless the same shall be so constructed and used as to prevent the Waste or undue Consumption of the Water of the Company, and the Return of foul Air or other noisome or impure Matter into the Mains or Pipes belonging to or connected with the Mains or Pipes of the Company.

Company in certain Cases not compelled to supply Water-closets.

XXXVI. A Supply of Water for domestic Purposes shall not include a Supply of Water for Steam Engines or Railway Purposes, or for warming or ventilating Purposes, or for working any Machine or Apparatus, or for Horses, Cattle, or washing Carriages, where such Horses or Carriages are kept by a Dealer for the Purposes of Hire, or for any Trade, Manufacture, or Business whatsoever, or for watering Gardens, or for Fountains, or for any ornamental Purposes whatsoever, or for flushing Sewers or Drains.

What shall be deemed domestic Purposes.

XXXVII. The Company may supply any Person with Water for other than domestic Purposes at such Rate and upon such Terms and Conditions as may be mutually agreed on between the Company and such Persons.

Water for other than domestic Purposes.

XXXVIII. Whenever by reason of the Elevation of any Premises it shall be difficult to afford a continuous and constant Supply of Water thereto without the Intervention of a Cistern, the Owner or Occupier of any such Premises shall, if required by the Company, provide a proper Cistern or other Receptacle for the Water with which he shall be so supplied, with an efficient Ballcock or other like Apparatus; and the Surveyor or any other Person acting under the Authority of the Company may, between the Hours of Nine of the Clock in the Forenoon and Four of the Clock in the Afternoon, enter into any House

Cisterns to be supplied with proper Ballcocks, &c. and Company empowered to enter Houses in certain Cases.

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House in order to examine if there be any Waste, Misuse, or undue Consumption of Water by means of any Overflow Spout, Waste Pipe, or other Means or Contrivance; and in case any such Waste, Misuse, or undue Consumption of Water shall be found to exist, or shall be deemed likely to occur from the Use of any such Overflow Spout, Waste Pipe, or other Means or Contrivance, it shall be lawful for such Surveyor or other Person to give Notice to the Person so supplied with Water either to repair and amend or to remove such Overflow Spout, Waste Pipe, or other Means or Contrivance; and if the same shall not be forthwith repaired and amended or removed in accordance with such Notice, it shall be lawful for the Company immediately thereafter to turn off the Water from the House, and to cease to supply the same with Water.

No Inhabitant to tap, or interfere with any Main of the Company.

XXXIX. The Brass Ferule or other Medium of Connexion between the Service Pipe of any Inhabitant and any Main or Service Pipe of the Company shall in all Cases be provided and fixed by the Company, who shall be entitled to make and recover a reasonable Charge in respect of the same, and no Inhabitant shall on any Pretence be authorized to tap, break into, or interfere with any Main or Service Pipe of the Company unless the Company shall have neglected or refused to make such Connexion after Five Days Notice left at the Company's Office requiring such Connexion to be made: Provided always, that no Inhabitant, except the Owner or Occupier of a Dwelling House laying any Service Pipe for the Supply of such Dwelling House, or other Person entitled to demand a Supply of Water under the Provisions of "The Waterworks Clauses Act, 1847," shall be entitled to have any Service Pipe connected with any Main or Service Pipe of the Company, except he shall have agreed with the Company for a Supply of Water to his Buildings and Premises.

Costs to be included in Distress Warrant.

XL. Any Justice who shall issue any Warrant of Distress for the Recovery of any Rate or other Moneys payable under this Act or any Acts or Parts of Acts incorporated herewith may order that the Costs of the Proceedings for the Recovery of such Rates or other Moneys shall be paid by the Person liable to pay such Rates or other Moneys, and such Costs shall be ascertained by such Justice, and levied by Distress, and the Amount thereof shall be included in the Warrant of Distress for the Recovery of such Rates or other Moneys.

Power to purchase Land, &c., by Agreement.

XLI. Notwithstanding anything in this Act contained, the Company may from Time to Time, and in addition to the other Lands and Premises which they are by this Act authorized to take, but only by Agreement with the Owners of any Lands, Waters, and Streams, and with the Consent of the Parties interested in and entitled to sell the same, which the Company from Time to Time require for the Purposes

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Purposes of this Act, purchase such Lands, Waters, and Streams, or the User thereof, and any Easement, Power, or Authority in or over the same, on such Terms as may be mutually agreed on.

XLII. All Persons by this Act empowered to convey Lands to the Company shall have full Power, for the Purposes of this Act, to grant to the Company any Easement, Power, or Authority in or over such Lands, Waters, or Streams.

Power for Owners to grant Easements.

XLIII. Whereas a Plan and Section of the Waterworks proposed to be constructed, altered, varied, extended, or enlarged under the Provisions of this Act, and also a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands in or through which the same are intended to be made or to pass, have been deposited with the Clerk of the Peace for the West Riding of the County of *York*: Be it enacted, That it shall be lawful for the Company, subject to the Provisions and Restrictions in this and the incorporated Acts contained, to construct, alter, vary, extend, enlarge, and maintain the said Waterworks in the Line and on the Levels and upon the Lands delineated on the said Plan and Section and described in the said Book of Reference, and to enter upon, purchase, take, and use such of the Lands, Buildings, Streams, and Waters mentioned in the said Plan and Book of Reference as shall be necessary for that Purpose, or to agree for and take a Grant of any Easement, Right, Privilege, Power, or Authority in, to, through, under, or over the same, and to take from such Streams such Water as the Company may require for the Purposes of this Act: Provided always, that in constructing, altering, or enlarging (as the Case may be) the said Works, the Company may deviate to any Extent from the said Line and Levels not exceeding the Limits of lateral Deviation shown on the said Plan and Three Feet from the said Levels; provided, that in the Construction of the Works by this Act authorized the Company shall carry the Catchwater Drain shown upon the said Plan from *Foreside* to the *Stubden* Reservoir to the Westward of a Reservoir shown upon the said Plan in the Close numbered 24 in the said Township of *Thornton* and Parish of *Bradford*, and belonging or claimed to belong to Mr. *Jonathan Knowles*, and that nothing herein contained shall authorize the Company to take, use, or interfere with the said Reservoir or any Part thereof, or the Water supplying or flowing into the same.

Power to make Waterworks according to deposited Plan.

XLIV. The Powers of this Act for the compulsory Purchase of Land shall not be exercised after the Expiration of Three Years from the passing of this Act.

Powers for compulsory Purchase of Lands limited.

[*Local.*]

22 B

XLV. The

The Bradford Waterworks Act, 1854.

Period for
Completion
of Works.

XLV. The Works by this Act authorized to be constructed, except Works for the Distribution of Water, shall be completed within Seven Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing those Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Company
not to divert
certain
Springs in
Manning-
ham.

XLVI. Nothing in this Act or in any Act incorporated therewith contained shall authorize or empower the Company to take or use a certain Spring arising or issuing in or from the Park or Paddock of *Heaton Hall* in the Parish of *Bradford*, and thence flowing near to a Place called "The *Syke*" and along the Boundary of the Municipal Borough of *Bradford* to and into a certain Deer Park and Lands held with and forming Part of the *Manningham Hall* Estate in the said Parish of *Bradford*; nor a certain other Spring arising in the Township of *Manningham* in the said Parish of *Bradford* at or near the Public Highway leading from *Bradford* to *Heaton*, and flowing from thence to the Mansion House and Premises of the *Manningham Hall* Estate aforesaid.

Agreement
with the
Duke of
Devonshire,
dated 20th
Dec. 1853;

XLVII. Whereas the Construction of the Works by this Act authorized will materially interfere with and affect the Estates and Property of the Most Noble *William Spencer* Duke of *Devonshire* at and near to *Bolton Abbey* in the West Riding of the County of *York*: And whereas, for the Purpose of settling the Compensation to be made to the said Duke for the Injury to and Interference with his Estates at *Bolton Abbey* aforesaid, and to make Provision for certain Matters required by the said Duke as the Condition of his Assent to such Interference with his Estates and Property aforesaid, a certain Deed of Agreement was entered into, bearing Date the Twentieth Day of *December* One thousand eight hundred and fifty-three, made between the said Company of the one Part, and the said Duke of *Devonshire* of the other Part, and it has been agreed that such Deed shall be made binding upon the said Company under the Provisions of this Act: Be it therefore enacted, That the said Agreement of the Twentieth Day of *December* One thousand eight hundred and fifty-three, and all and every the Clauses, Matters, and Things therein contained, shall be binding upon the said Company, their Successors and Assigns, who are hereby empowered and required to carry the same into effect, and at all Times hereafter to abide by, perform, and fulfil the same in all respects whatsoever.

also the
Agreement
with Sir
Richard
Tufton,

XLVIII. And whereas the Construction of the Works by this Act authorized will interfere with and affect the Estate and Property of Sir *Richard Tufton* of *Hothfield* in the County of *Kent*, Baronet, situate in *Silsden* aforesaid: And whereas an Agreement, bearing Date
the

The Bradford Waterworks Act, 1854.

the First Day of *May* One thousand eight hundred and fifty-four, has been entered into between the said Sir *Richard Tufton* and the Company for settling the Compensation to be made to the said Sir *Richard Tufton* for all Injury to and Interference with his said Estate and Property, and defining certain Matters required by the said Sir *Richard Tufton* as the Condition of his Assent to such Interference, and it has been agreed that such Agreement should be made binding upon the said Company under the Provisions of this Act: Be it therefore enacted, That the said Agreement of the First Day of *May* One thousand eight hundred and fifty-four, and all and every the Clauses, Matters, and Things therein contained, shall be binding upon the Company, their Successors and Assigns, who are hereby empowered and required to carry the same into effect, and at all Times hereafter to abide by, perform, and fulfil the same in all respects whatsoever.

dated 1st
May, 1854.
to be binding
upon and to
be carried
into effect
by Company.

XLIX. It shall not be lawful for any Person other than the Company to divert, alter, or appropriate in any other Manner than by Law they may be legally entitled any of the Waters supplying or flowing from certain Streams and Springs called "*Many Wells*," arising or flowing in and through a certain Farm called *Trooper* or *Many Wells* Farm in the Township of *Willsden* in the Parish of *Bradford*, or to sink any Well or Pit, or do any Act, Matter, or Thing whereby the Waters of the said Springs might be drawn off or diminished in Quantity; and if any Person shall illegally divert, alter, or appropriate the said Waters or any Part thereof, or sink any such Well or Pit, or shall do any such Act, Matter, or Thing whereby the said Waters may be drawn off or diminished in Quantity, and shall not immediately on being required so to do by the Company repair the Injury done by him, so as to restore the said Springs and the Waters thereof to the State in which they were before such illegal Act as aforesaid, he shall forfeit to the Company any Sum not exceeding Five Pounds for every Day during which the said Supply of Water shall be diverted or diminished by reason of any Work done or Act performed by or by the Authority of such Person, in addition to the Damage which the Company may sustain by reason of their Supply of Water being diminished.

Penalty for
diverting
Water from
the Springs
called
"*Many
Wells
Springs*."

L. No Rights of fishing or fowling and otherwise sporting in, over, or upon any of the Reservoirs of the Company already existing or granted or to be hereafter claimed or conferred by this Act, or otherwise, shall be exercised so as to foul the Water of any such Reservoirs, nor shall such Rights in anywise interfere with the Right, Power, and Authority of the Company, or of the Owners, Lessees, and Occupiers of Mills and Works interested in any such Reservoirs, at all Times to draw off the Water from the said Reservoirs, and to do all such Acts, Matters, and Things whatsoever as may be expedient or necessary for

Rights of
fishing not
to be exer-
cised so as
to foul the
Water, or to
interfere
with the
Authority of
the Com-
pany.

cleansing

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cleansing and repairing the said Reservoirs and Works connected therewith, and for preventing the Water therein from being fouled, or, as respects any Reservoir containing Water to be used for the domestic Supply of any Houses within the Limits of this Act, for preventing the Accumulation of Fish to such an Extent as to affect the Quality of the Water therein.

The Water of certain Streams not to be appropriated till a Reservoir is constructed and filled with Water.

LI. The Company shall not, except with the Consent in Writing of the Owners and Occupiers of Mills on the *Hewenden* or *Harden Beck*, use, divert, interfere with, detain, or appropriate for the Supply of the Inhabitants within the Limits of this Act any of the Waters which now flow or pass, or which but for the passing of this Act would have flowed or passed, to or into the *Hewenden* or *Harden Beck* above a certain Reservoir belonging to the Company called *Hewenden* or *Harden* Reservoir, unless and until it shall have been certified by Two Justices that a certain Reservoir by this Act authorized to be constructed near *Doe Park* at the Confluence of the *Denholme* and *Carperley Becks*, in the Township of *Thornton* and Parish of *Bradford*, has been completed and filled with Water, and that such Reservoir is capable of containing One hundred and ten millions of Gallons of Water at the least; and the Company, before applying to the Justices for such Certificate, shall give Ten Days Notice to the said Owners, Lessees, and Occupiers of such intended Application, to the Intent that the said Owners, Lessees, and Occupiers may, if they think fit, be heard thereupon before the said Justices.

Milowners on *Hewenden Beck* to be compensated if injured.

LII. If at any Time within Six Years after the Execution of the Works at or near *Hewenden* by this Act authorized, and the Appropriation under this Act of the Springs and Streams of Water flowing into or towards the *Hewenden* Reservoir, or any of them, the Supply of Water from that Reservoir to the several Mills of *William Busfeild Ferrand*, *Abraham England*, *John Anderton*, and *Matthew Henry Wilkinson* respectively, situated on the *Hewenden* or *Harden Beck* below such Reservoir, shall by reason of such Works or Appropriation be less than the average Supply of Water from that Reservoir heretofore enjoyed and fairly required for the beneficial working of those Mills, then the said *William Busfeild Ferrand*, *Abraham England*, *John Anderton*, and *Matthew Henry Wilkinson*, or other the Owners of those Mills or any Mills built on the Sites thereof respectively, and also the Lessees or Occupiers of such Mills, shall respectively be compensated by the Company for all Injury, Loss, or Damage thereby sustained or to be sustained, and such Compensation shall in every Case be claimed within such Six Years, and be ascertained in manner herein-after mentioned: Provided always, that when
any

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any such Compensation to any such Owner, Lessee, or Occupier respectively for any such Injury, Loss, or Damage to or in respect of any such Mill has been paid, the said Company shall not be liable thereafter to make any Compensation to the same or any other Owner, Lessee, or Occupier, as the Case may be, of the same Mill, or any Mill built on the Site thereof, for any such Injury, Loss, or Damage subsequently so happening to or in respect of such Mill; provided also, that where the same Party is Owner and Lessee or Owner and Occupier of any such Mill, he shall be entitled to and shall be compensated by the Company for all Injury, Loss, or Damage sustained or to be sustained both as such Owner and as such Lessee or Occupier; provided also, that the Company shall not be responsible for nor shall they make Compensation for any Injury, Loss, or Damage which may be occasioned by the Regulations or by the Acts or Defaults of the Millowners, Lessees, or Occupiers under whose Control the Management of the said *Hewenden* Reservoir and the said Compensation Reservoir proposed to be constructed at or near to *Doe Park* is vested; provided also, that in case the Company shall in any Year make up or contribute towards the average Supply of Water heretofore enjoyed from the said *Hewenden* Reservoir, and fairly required for the beneficial working of the said Mills, or any Deficiency which might be likely to arise therein by limiting the Supply of Water to *Bradford*, and turning the same from their intended Store Reservoir on *Thornton Moor* into the *Hewenden* Reservoir or the intended *Doe Park* Reservoir, then such Year shall not be taken or deemed to be One of the Six Years within which any Claim for Compensation is to be limited, but such Term shall be proportionately extended; provided always, that the mere overflowing of such Store Reservoir, or the Feeders thereof, into the *Hewenden* Reservoir or the said intended *Doe Park* Reservoir in consequence of Floods, shall not be taken or deemed to be a limiting of the Supply of Water to *Bradford*.

LIII. The Extent of the said Injury, Loss, or Damage, if any, and the Amount of Compensation lastly herein provided to be paid to any such Owner, Lessee, or Occupier respectively, shall be ascertained, in case of Dispute, in the same Manner as other Compensation to *William Busfeild Ferrand* is by this Act directed to be ascertained and determined: Provided always, that all Costs of and incident to any Inquiry for ascertaining whether any or what Amount of Compensation shall be due and payable in respect of any Injury, Loss, or Damage so sustained or alleged to have been sustained by any such Owner, Lessee, or Occupier respectively shall be borne and paid by the Company if the Verdict or Award to be made in respect thereof, as the Case may be, shall be found or given for the Claimants, or by the Claimants for Compensation if such Verdict or Award shall be found or given for the Company.

Directing how Compensation shall be ascertained, and by whom Costs shall be paid.

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Provision
for the
Maintenance
or cleansing
of the Har-
den Beck
Reservoir.

LIV. And whereas under the Powers of the first-recited Act the Company thereby incorporated constructed a Reservoir of sufficient Dimensions and Extent to contain Eleven millions of Cubic Feet of Water at the least upon the Line or Course of the Stream or Beck called the *Hewenden Beck* or *Harden Beck*, together with certain Valves, Sluices, and other Works in connexion therewith, for the Purpose of furnishing a regular Supply of Water for the Use of Mills and Manufactories between the Point where the Water from the said *Many Wells* Springs entered the said Beck and the Confluence of such Beck with the River *Aire*: Be it enacted, That the said Reservoir, and all Flood-gates, Cloughs, Valves, Sluices, Weirs, Banks, Drains, Spill-waters, Bye-washes, Cuts, Channels, Feeders, Embankments, Puddles, and other Works in connexion therewith shall be kept and maintained in good and substantial Order and Repair, by and at the Expense of the Company, so long as the said Springs are taken or appropriated to the Purposes of this Act, but no longer; and also that the said Reservoir shall, at the like Expense and during the same Period, be cleansed and deepened by the Company, whenever from the Deposit of Rubbish, Gravel, Sediment, or other Matter therein, or from any other Cause, it shall be insufficient or unable to contain the stipulated Quantity of Eleven millions of Cubic Feet of Water at the least.

Appoint-
ment of an
Engineer to
determine
Amount of
Reservoir
Capacity re-
quired as an
Equivalent
for Abstrac-
tion of
Waters from
Springs be-
longing to
certain
Owners of
Mills, &c.

LV. For the Protection of the several Owners, Lessees, and Occupiers of Mills and Works now erected or which may hereafter be erected on the River *Wharfe* below its Confluence with the River *Dibb*, and as a Means of providing against any Loss of Water to the said Mills and Works, it shall be referred to Sir *William Cubitt*, Civil Engineer, or in case of his Death, Incapacity, or Refusal to act then to some other competent Engineer to be nominated by the Company and the said Owners, Lessees, and Occupiers, or in case the Parties cannot agree upon such Engineer then to some Hydraulic Engineer to be named by the Board of Trade, or in case of their Refusal by the President for the Time being of the Institution of Civil Engineers, on the Application of either of the said Parties, (after Three Days Notice of the intended Application given to the other of such Parties,) to ascertain and, after hearing both Parties or their Agents and such Evidence as they may respectively adduce, and by taking or directing to be taken such Gaugings, Inspections, and Examinations as the said Engineer may think necessary, to award and determine what Extent and Amount of Reservoir Capacity (be the same more or less than the Capacity of the Reservoir on the River *Dibb* shown and described on the deposited Plans and Sections) would be a full and fair Equivalent for the Abstraction and Appropriation of and for all the Rights and Interests of the said Owners, Lessees, and Occupiers to and in all the Springs, Streams, and Waters arising and flowing within the Drainage
Areas

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Areas in the Parishes of *Kildwicke, Addingham, Skipton, and Burnsall*, in the West Riding of the County of *York*, liable to be interfered with by virtue of this Act, which said Drainage Areas contain together in the whole Seven thousand five hundred and fifty Acres or thereabouts, and are herein-after called the appropriated Areas: Provided always, that the said Sir *William Cubitt* or such other Engineer as aforesaid shall make his Award on or before the Fourteenth Day of *October* next, unless on the Application of either of the Parties to such Reference he shall by Writing under his Hand extend the Time within which such Award may be made; and the said Award, if made within such extended Time, shall be as valid and have the same Effect to all Intents and Purposes as if made on or before the said Fourteenth Day of *October*.

Award to be made on 14th October 1854.

LVI. If the Extent and Amount of Reservoir Capacity which the said Sir *William Cubitt* or such other Engineer as aforesaid shall award and determine would be such full and fair Equivalent as aforesaid shall be greater than can be provided on the River *Dibb* under the Authority of this Act, he shall award what Size and Capacity of Reservoir within the Powers of this Act shall be provided on the River *Dibb*, and shall award further that such Portion of the said appropriated Areas, and such and so many of the said Springs and Streams arising and flowing within the same as he may think fit and shall specify in his Award, shall be reserved to the said Owners, Lessees, and Occupiers; and it shall not be lawful for the Company to divert, impound, or appropriate any of the said Springs or Streams, or interfere with such Portion of the said appropriated Areas so reserved as aforesaid, unless and until the Company shall have been authorized by Law permanently to provide, and shall by virtue of such Authority actually have provided, in some Situation to be approved of by the said Sir *William Cubitt* or such other Engineer as aforesaid, where it may be available to the whole of the Mills and Works which would be affected by such Diversion, Impounding, and Appropriation, such additional Extent and Amount of Reservoir Capacity as may be necessary to make up the full Extent and Amount of Reservoir Capacity which shall have been so determined and awarded as such full and fair Equivalent as aforesaid: Provided always, that any Works to be constructed near to any of the said Springs and Streams, or within any Portion of the appropriated Areas (if any) which may be so reserved as aforesaid, shall be constructed so as not to admit of Abstraction or Diversion of any of the Waters so reserved as aforesaid.

If more Reservoir Capacity required than the Capacity of Reservoir on the Plans, the Award to specify what Springs, &c. should be reserved to Millowners.

LVII. And whereas a Map has been prepared and signed by *Joseph Thompson* the Law Clerk of the Company, and Messieurs *Shaw* and *Tennant*, acting on behalf of the Owners, Lessees, and Occupiers of Mills and Works on the River *Wharfe*, wherein the said appropriated

Map of Drainage and Compensation Areas to be deposited with Clerk of the Peace, &c.

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appropriated Areas are tinted Pink, and the Drainage Area in the Parishes of *Burnsall, Linton* and *Kirkby Malzeard*, containing Seven thousand three hundred and ninety Acres, or thereabouts, hereinafter called the Compensation Area, is tinted Green: Be it enacted, That such Map shall be deposited with the Clerk of the Peace of the West Riding of the County of *York*, and shall be kept with the said deposited Plan and Section of the proposed new Works, and shall be open for Inspection, and Copies thereof or Extracts therefrom may be made in like Manner and upon the same Terms as the said Plan and Section are open for Inspection, and Copies thereof or Extracts therefrom may be made.

Award of Engineer to be deposited and open to Inspection.

LVIII. The Award of the said Sir *William Cubitt*, or of such other Engineer as aforesaid, shall be in Writing under his Hand, and shall be deposited with the Clerk of the Peace for the West Riding of the County of *York*, who shall permit any Person to inspect the same within the usual Office Hours on Payment of One Shilling, and duly certified Copies thereof shall be admitted in Evidence; and all the Costs and Charges of and incident to the said Reference, and of making and depositing such Award, and the Charges and Expenses of the said Sir *William Cubitt*, or of such other Engineer as aforesaid, shall be paid by the Company.

Costs to be paid by the Company.

Gauges to be constructed by the Company.

LIX. The said Sir *William Cubitt*, or such other Engineer as aforesaid, shall have Power to award and determine the Number and Position of the Weirs, Gauges, and other Works which the Company shall construct in connexion with any Reservoir to be constructed for the Compensation of the Owners, Lessees, and Occupiers of Mills and Works on the River *Wharfe*, and such Owners, Lessees, and Occupiers may have Access thereto at all Times, by themselves, their Agents and Servants, for the Purpose of measuring and gauging the Quantity of Water from Time to Time passing over the same, and for ascertaining the State of Repair thereof.

Streams or other Waters not to be appropriated until Reservoir on the *Dibb* completed.

LX. It shall not be lawful for the Company to divert, impound, interfere with, or appropriate any Springs, Streams, or Waters within the said appropriated Areas until it shall be certified by Two Justices, after Notice as herein-after provided, that the Reservoir upon the River *Dibb*, of such Extent and Capacity as shall be awarded by the said Sir *William Cubitt* or such other Engineer as aforesaid, and the Gauges, Weirs, and other Works connected therewith herein required to be constructed and maintained by the Company, are respectively made and completed, and that the Reservoir has been filled with Water; and the Company, before applying to the Justices for such Certificate as aforesaid, shall give Ten clear Days Notice to the said Owners,

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Owners, Lessees, and Occupiers of such intended Application that the said Owners, Lessees, and Occupiers may, if they think fit, be heard thereupon before the said Justices.

LXI. If the Company shall construct and for ever hereafter keep in repair, in manner herein mentioned, the Reservoir and Reservoirs, of the Extent and Amount of Capacity to be awarded as herein mentioned, and all and every the Weirs, Gauges, and other Works connected therewith, and shall in all other respects fulfil the Award of the said Sir *William Cubitt*, or such Engineer as aforesaid, then the same shall be accepted and taken by the Owners, Lessees, and Occupiers of Mills and Works on the River *Wharfe* as full Compensation for the Diversion and Appropriation thereof, or such of the said Springs, Streams, and Waters, or such Portion of the said appropriated Areas as may not be so reserved to the said Owners, Lessees, and Occupiers, and for all the Rights and Interests of the said Parties in such Springs, Streams, and Waters respectively.

Reservoirs,
&c. to be full
Compensation.

LXII. Nothing herein contained shall be construed to authorize the Company to interfere with any of the Springs, Streams, or Waters now arising or flowing within or into the Compensation Area in the said Map tinted Green, or within or into or contained within or in the Reservoir or Reservoirs to be awarded and constructed as aforesaid, so as to injure or prejudice the Owners, Lessees, or Occupiers of Mills and Works interested in such Reservoir or Reservoirs, or to deprive them of the full Benefit of the Compensation intended to be provided for them by means of any such Reservoir: Provided always, that it shall be lawful for the *Yorkshire Mining Company* to divert the *Grimwith Beck* in manner in this Act mentioned, without any Let or Hindrance from the Owners, Lessees, and Occupiers of Mills and Works on the said River *Wharfe*; provided nevertheless, that the Waters of the *Grimwith Beck* that may be so diverted be returned into the said *Grimwith Beck*, or some Stream of Water flowing into the same, within the Site or higher up than the Embankment of the said Reservoir.

Drainage
Area on the
Dibb not to
be interfered
with.

LXIII. The Word or Expression "the Undertakers" in the Fourteenth Section of "The Waterworks Clauses Act, 1847," shall, as respects the Springs, Streams, and Waters within the said Compensation Area tinted Green on the Map herein referred to, and within any other Drainage Area which may be provided for compensating the said Owners, Lessees, and Occupiers of Mills and Works on the River *Wharfe*, be taken and deemed to mean the said Owners, Lessees, and Occupiers who as respects all such Springs, Streams, and Waters shall be entitled to and shall have all the Rights, Privileges, and

As respects
Protection of
Waters of
Compensation
Areas,
Millowners
to be deemed
the Under-
takers.

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Remedies thereby conferred or intended to be conferred on such Undertakers.

Nothing to authorize the making of any Reservoir other than as on deposited Plans.

LXIV. Nothing herein contained shall be held or construed to authorize the Company to make any Reservoir for collecting, impounding, or storing Water, whether for the Purpose of making Compensation for the Abstraction of Water or otherwise, other than and except such Reservoirs as are described upon the deposited Plans, nor to make any of the Reservoirs so described of larger Dimensions than would be in accordance with the Sections thereof respectively deposited with the said Plans and the Powers of Deviation granted by this Act.

Company to pay Rates of Reservoirs.

LXV. All Rates, Assessments, and Impositions, whether parochial or otherwise, which shall or may at any Time hereafter be assessed or imposed upon any of the said Reservoirs or other Works, or upon the Dwelling House to be appropriated to the Residence of the Superintendent or Keeper of any such Reservoir in whose Occupation soever the same may be assessed or rated, shall be borne and paid by the Company; provided, that if any such Reservoir, Works, or Dwelling House shall be assessed or rated in the Names of the Occupiers of any of the said Mills or Works, and the Occupiers thereof shall be called on to pay the same, then the Company shall be bound to reimburse such Occupiers to the full Amount of the Rate or Assessment so paid, and all Costs, Charges, Damages, and Expenses attending the same or consequent thereon.

Power for Justices to order Repair of Reservoirs, and in certain Cases to direct the Water therein to be lowered.

LXVI. And in order to provide against Accidents to Life or Property by the bursting of any impounding Reservoir authorized to be made or maintained under the Provisions of this Act, be it enacted, That whenever it shall be represented to Two Justices by the Owners or Occupiers of any Dwelling House, Mill, or Factory situate below any such Reservoir, and so as to be in danger of being destroyed or injured by the Water of such Reservoir in case it should escape therefrom, that the Embankment by which the Water is retained in such Reservoir is in a dangerous State, such Justices shall forthwith make Inquiry into the Truth of such Representation, and if they shall be satisfied that such Embankment is in a dangerous State they shall, by Writing under their Hands, order and require the Company, within a Time to be specified in such Writing, to put such Embankment into a proper State of Repair or construct such Works as may be necessary to remove the Danger; and in case the Company shall not within the Time so limited, and to the Satisfaction of the Justices who shall have made such Order, or of any other Two Justices, have repaired the said Embankment or constructed the said Works, or in case upon receiving such Representation as aforesaid the Justices shall consider the Danger
to

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and the Court of Quarter Sessions shall hear and determine such Appeal, and may either confirm or supersede the Order of the said Justices as they may think proper, but until such Order shall be superseded it shall continue in full Force; and all the Costs, Charges, and Expenses of applying for, obtaining, and enforcing such Order shall be borne by the Company, unless the Justices making the Order shall direct such Costs, Charges, and Expenses, or a proportionate Part of them, to be borne by the Parties applying for such Order, which they are hereby authorized to do, and the Costs of any such Appeal as aforesaid shall be in the Discretion of the said Court of Quarter Sessions.

Company to be liable for all Damages consequent on the bursting of any Reservoir.

LXVII. The Company shall, from Time to Time and at all Times hereafter, pay and make good to the Owners, Lessees, and Occupiers of the said Mills and Works, and to every other Person whomsoever, all Loss, Costs, Damages, and Expenses whatsoever, and all Injury of what Nature or Kind soever, as well immediate as consequential, which they or any of them may suffer, sustain, pay, incur, or be put unto by reason or in consequence of the bursting, breaking down, or giving way of any Reservoir already constructed or that may hereafter be constructed by the Company, or any Embankment, Puddling Pier, or Goit thereof, or of any Part thereof, or of any Flood-gate, Clough, Pipe, Valve, Sluice, Weir, Drain, Spill-gate, Bye-wash, Cut, Channel, Feeder, or other Work connected therewith, or from the improper Construction of any such Reservoir and Works, or any of them, or from the Want of Repair thereof or of any Work connected therewith, or by reason or in consequence of any Stoppage or Delay in the working of any of the said Mills and Works, or of any Loss of Water Power which may be occasioned in and about the making, constructing, maintaining, and keeping in repair of any of such Reservoirs or other Works as aforesaid, whether the same shall result from any Act or Negligence of the Company or their Agents, Servants, or Workmen, or from any inevitable Accident, or from the lowering of the Water (whether pursuant to any such Order as aforesaid or otherwise).

The Compensation Reservoirs to be maintained and cleansed by the Company.

LXVIII. Every Compensation Reservoir already constructed or which may hereafter be constructed by the Company, and all Sluices, Weirs, Gauges, Flood-gates, Cloughs, Valves, Banks, Drains, Spillwaters, Bye-washes, Cuts, Channels, Feeders, Embankments, Puddles, and other Works connected therewith shall be respectively kept and maintained in good and substantial Order and Repair by and at the Expense of the Company so long as any of the Waters, Springs, or Streams in respect of which such Reservoirs have been respectively provided as Compensation shall be taken or appropriated for the Purposes of this Act, but no longer; and each such Reservoir shall, at the like Expense and during the same Period, be cleansed and deepened.

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deepened whenever from the Deposit of Rubbish, Gravel, Sediment, or other Matter therein, or from any other Cause, it shall be insufficient or unable to contain the requisite Quantity of Water for affording the Compensation for which such Reservoir was constructed, and as regards the Reservoir or Reservoirs for providing Compensation for Mills and Works on the River *Wharfe*, in case the same shall, from such Deposit as aforesaid, not afford the full Extent and Amount of Reservoir Capacity that shall have been so awarded as aforesaid.

LXIX. If the Company and the Owners and Occupiers of the Mills and Manufactories on the said *Hewenden* or *Harden Beck* or on the said River *Wharfe* should at any Time differ in Opinion as to the Necessity of cleansing or deepening the said existing Reservoir, or any of the said Reservoirs for providing Compensation for Mills and Works on the River *Wharfe* or on the said *Hewenden* or *Harden Beck*, as the Case may be, such Dispute shall be settled by Arbitration in manner herein-after provided with reference to the Rules and Regulations to be made for regulating and managing the said Reservoirs.

Differences as to cleaning to be settled by Arbitration.

LXX. In cleansing any of the said Reservoirs from Time to Time as herein-before mentioned the said Company shall and they are hereby required to take and remove from and out of the Reservoir to be cleansed all the Mud and other Deposit therein, and place the same on the Sides of the Reservoir or on some other convenient Place, and shall not at any Time permit or suffer such Mud or Deposit, or any Part thereof, to be thrown or washed out of any of the said Reservoirs or from the Sides thereof into any of the said Rivers and Becks, or be allowed to pass from the same.

As to Mode of cleansing.

LXXI. It shall be lawful for the Company, their Agents, Servants, and Workmen, to draw and let off the Water of any Compensation Reservoir already constructed or hereafter to be constructed by the Company when and so often as it shall be necessary for the Purpose of repairing and keeping in repair such Reservoir and the Dams, Banks, Goits, Trunks, Channels, Water Gates, Pipes, Valves, and other Works appertaining thereto, or any Part or Parts thereof respectively; the Company in drawing off the said Water doing no Damage thereby, and making full Compensation to the said Owners and Occupiers of Mills interested in such Reservoir and all other Persons for any Loss or Damage that may be thereby sustained by them, and using all convenient Speed in making the necessary Repairs.

The Company may draw off the Water, to enable them to repair Reservoir.

LXXII. The Company shall from Time to Time appoint a proper Person as Superintendent or Keeper of each of the Compensation Reservoirs

Company to appoint a proper Per-

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son for regu-
lating the
Supply of
Water from
the Reser-
voirs.

Reservoirs and Works, with a competent Salary to be paid by them, for the Protection and Management of the same, who shall at all Times reside in a Dwelling House to be built or provided near to the Reservoir, and who shall draw up and put down and otherwise manage and regulate the said Cloughs, Sluices, Valves, Weirs, Gauges, and other Works, and mete out the Water for the Use of the Mills and Manufactories interested in the Reservoir, according to written Instructions to be drawn up for the Purpose by the Parties in the Manner herein-after mentioned; but in case such Superintendent or Keeper shall neglect or refuse to attend to or comply with such written Instructions as aforesaid, he shall, on Complaint being made to the Company and Proof given by any of the Owners, Lessees, or Occupiers of such Mills or Manufactories of such Neglect or Refusal, be forthwith dismissed by the Company, who shall without Delay appoint some other Person in his Stead, and such other Person shall be liable to be dismissed in like Manner on a like Complaint being made and proved against him: Provided always, that the Company shall not be obliged to appoint a Superintendent or Keeper nor to erect any Dwelling in respect of the said intended Reservoir at or near *Doe Park*, so long as such Reservoir shall be under the Superintendence and Charge of the Person to be from Time to Time appointed to take charge of the said existing Reservoir on the *Harden Beck*.

Reservoir
Keepers to be
approved by
Owners, &c.
and shall
keep a Regis-
ter, &c.

LXXIII. The Person to be from Time to Time appointed as Superintendent or Keeper of any of the said Reservoirs provided or to be provided for affording Compensation to the Owners, Lessees, and Occupiers of Mills and Works on the River *Wharfe* and on the *Hewenden Beck* shall be appointed subject to the Approval of the said Owners, Lessees, and Occupiers; and such Person shall keep in a Book to be provided by the Company for that Purpose an accurate daily Register showing the Height of Water in such Compensation Reservoir, and the Flow or Discharge of Water thereinto and therefrom, and such Register shall be open to the Inspection of the said Owners, Lessees, and Occupiers, or any of them, or of any Party duly deputed by them or any of them, at all reasonable Times; and a certified Copy of such Register shall, when required, be furnished to such Person as the said Owners, Lessees, and Occupiers shall from Time to Time appoint; and a printed Copy of the Rules and Regulations which may be made from Time to Time for regulating the Flow of Water from any such Reservoir, and the Management thereof, shall be forthwith sent to each of the said Owners, Lessees, and Occupiers.

Power to
Owners, &c.
of Mills to

LXXIV. It shall be lawful for the Owners, Lessees, and Occupiers for the Time being of the several Mills and Manufactories now or hereafter

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hereafter to be erected on the said *Hewenden* or *Harden Beck*, so far as relates to the said existing Compensation Reservoir on that Beck, and so far as relates to the said intended Compensation Reservoir near *Doe Park*, and who are herein-after referred to as Owners, Lessees, and Occupiers interested in such Reservoir, and for the Owners, Lessees, and Occupiers for the Time being of the several Mills and Manufactories now or hereafter to be erected on the River *Dibb*, and on the River *Wharfe* below the Point where the River *Dibb* enters the same, so far as relates to any Compensation Reservoir or Reservoirs to be constructed for the Mills and Works upon the Rivers *Wharfe* and *Dibb*, and who are herein-after referred to as Owners, Lessees, and Occupiers interested in such Reservoirs, in Public Meeting to be convened for the Purpose in the respective Cases as herein-after mentioned, to make such Rules and Regulations for the Management of the Reservoir and the Sluices, Valves, and other Works connected therewith, and for regulating at all Times the Flow of Water into and from the Reservoir, as they may see fit, and from Time to Time to alter such Rules and Regulations and (so far as relates to the said existing Compensation Reservoir on the *Hewenden* or *Harden Beck*) to alter the existing Rules and Regulations for the Management of that Reservoir and the Sluices, Valves, and other Works connected therewith, and for regulating the Flow of Water into and from that Reservoir, in such Manner as to a Majority of such Owners, Lessees, and Occupiers so assembled shall seem most desirable or advantageous.

make Regulations for the Supply of Water from Compensation Reservoirs, and to alter them from Time to Time.

LXXV. Whenever any of the said Compensation Reservoirs and the several Works connected therewith shall be certified to be completed in manner herein-before mentioned, and before the Water of the Streams in respect of which the Reservoir so completed is intended to afford Compensation shall be in any Manner diverted or appropriated by the Company, the Clerk of the Company shall convene a Meeting of the Owners, Lessees, and Occupiers interested in that Reservoir, for the Purpose of framing such Rules and Regulations as aforesaid, by Notice or Letter signed by him and sent by Post or otherwise delivered to every such Owner or reputed Owner, Lessee, and Occupier at his last known Place of Abode, or at his said Mill or Manufactory, and also by inserting a Copy of such Notice twice in One or more of the *Leeds* Newspapers, which Notice shall state the Time and Place of the said intended Meeting, and the Object for which such Meeting shall be held, and shall be sent and advertised Fourteen Days at the least before the Time fixed for holding such Meeting; and for the Purpose of regulating the Proceedings of the Owners, Lessees, and Occupiers of Mills and Works upon the River *Wharfe* or *Hewenden* or *Harden Beck* it shall be lawful at any Time after the passing of this Act for any Three of the said Owners, Lessees, and Occupiers interested

When any of the Reservoirs completed, Clerk of the Company to convene a Meeting of Owners, &c. to draw up Rules and Regulations.

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interested in any such Reservoir to convene a Meeting of all the Owners, Lessees, and Occupiers interested in that Reservoir by Notice, in like Manner as herein-before provided in Cases of Meetings convened by the Clerk of the Company.

In case of Partnership or Joint Ownerships, One Notice to be sufficient.

LXXVI. Provided always, That in the Case of Partnerships, or where Two or more Parties are interested in respect of the same Premises, any Notice or other Document herein required to be sent to every Owner, Lessee, and Occupier shall be deemed to have been so sent if it has been addressed to any such Firm by the Style or Title under which they may be carrying on Trade, or to the Parties who are by common Report the Owners, Lessees, or Occupiers (as the Case may be) of the Mill or Manufactory conferring the Right to vote in respect thereof.

Owners, &c. may draw up such Regulations.

LXXVII. The said Owners, Lessees, and Occupiers may meet according to such Notice, and may make such Rules and Regulations for the Management of the Reservoir, Sluices, Weirs, Gauges, Valves, and other Works, and for regulating at all Times the Flow of Water into and from the Reservoir, as they may think fit.

Clerk of the Company to convene a Special Meeting on Requisition.

LXXVIII. It shall be lawful for any Three of the Owners, Lessees, or Occupiers (not being interested in respect of the same Premises) interested in any of the said Compensation Reservoirs at any Time, by Notice in Writing under their Hands, to require the Clerk of the Company to call a Meeting of the Owners, Lessees, and Occupiers interested in the same Reservoir for any Purpose connected with the said Reservoir or with the Supply of Water to the said Mills and Manufactories, and the Clerk of the said Company shall, upon Receipt of such Notice, call such Meeting in the Manner herein-before directed.

Three Owners, &c. to constitute a Quorum.

LXXIX. Three at least of such Owners, Lessees, or Occupiers not being interested in respect of the same Premises shall be present in order to constitute a Meeting; and all Resolutions and Decisions which shall be come to at any such Meeting by a Majority of Votes, estimated in manner herein-after prescribed, shall be as valid and effectual as if the whole of such Owners, Lessees, and Occupiers had concurred therein.

Meetings, &c. may be adjourned.

LXXX. The First and any other Meeting of the Owners, Lessees, and Occupiers interested in any of the said Compensation Reservoirs which may be convened under the Authority of this Act may be adjourned from Time to Time and from Place to Place as may be found expedient; provided nevertheless, that if the said Owners, Lessees,

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Lessees, and Occupiers should omit or neglect to frame such Rules and Regulations at their First Meeting to be so convened as aforesaid, or at the First Adjournment thereof, or in case a Quorum of such Owners, Lessees, and Occupiers shall not be present within Two Hours from the Time fixed for such Meeting or adjourned Meeting, then (the Company having fully completed the Reservoir and other Works in which such Owners, Lessees, and Occupiers are interested in the Manner herein-before directed) it shall be lawful for them thereupon and thenceforward to divert and appropriate for the Purposes of this Act the Water of the Streams in respect of which the Reservoir is intended to provide Compensation: Provided also, that the Business to be transacted at any Meeting where the Rights and Privileges of the Company might be affected by Delay shall not, without the Consent of the Company, be postponed over more than One Adjournment, and such Adjournment shall not take place for a longer Period than Three Weeks; and at the First of such Meetings there shall be entered in a Book to be provided by the Company for that Purpose the Names of the several Owners, Lessees, and Occupiers of Mills and Works upon the said Rivers and Becks, and also the Number of Votes to which each of such Owners, Lessees, or Occupiers claims to be entitled under the Provisions herein-after contained:

LXXXI. At every such Meeting One of the Parties present and entitled to vote shall be appointed Chairman, and such Chairman shall, in case of an equal Division on any Question, have the decisive or Casting Vote in addition to any other Vote or Votes which he may be otherwise entitled to give.

Chairman to be appointed, and have a Casting Vote.

LXXXII. At every Meeting of the Owners, Lessees, and Occupiers interested in any of the said Compensation Reservoirs, convened in manner herein-before mentioned, every Owner, Lessee, or Occupier present at such Meeting shall be entitled to give One Vote on any Proceeding or Question in respect of every complete Foot of Fall of Water appropriated as Power to any Mill, Work, or Waterwheel, whether occupied or not, of which he shall be the Proprietor, or which he shall occupy in the Beck or River, and every Matter or Thing which shall be proposed, discussed, or considered in any such Meeting shall be determined by the Majority of Votes then given: Provided always, that in Cases where any Mill, Work, or Waterwheel, shall be jointly owned by Two or more Persons, whether as Joint Tenants, Tenants in Common, or Co-partners, or shall be in the joint Occupation of or leased by Two or more Persons, such Joint Owners, Joint Lessees, or Joint Occupiers, as the Case may be, shall, for the Purpose of voting, be considered as One Owner, or One Lessee, or One Occupier, and shall agree amongst themselves as to the Manner in

Rules and Regulations as to voting.

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which

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which or as to the Person by whom such Vote or Votes shall be given ; provided also, that where any Owner of any such Mill, Work, or Waterwheel shall attend and take a Part in the Proceedings of any Meeting, it shall be lawful for such Owner to vote in respect of the Fall of such Mill, Work, or Waterwheel in case his Tenant shall be absent from such Meeting, or shall waive his Claim to vote ; and when the Lessee shall attend such Meeting, and the Occupier shall not be present, the Lessee shall have the Right to vote in respect of such Fall, but in case the actual Occupier of such Fall shall be present, he alone shall have the Right to vote in respect thereof ; provided also, that in case the Joint Owners, Joint Lessees, or Joint Occupiers of any Mill or Manufactory cannot agree amongst themselves as to the Manner in which or as to the Person by whom the Vote or Votes in respect of such Mill or Manufactory shall be given, such Vote or Votes shall not be received ; provided also, that *William Busfeild Ferrand of Saint Ives*, or other the Owner for the Time being of any Mill now his Property which would confer a Right to be present at any such Meeting, shall at all Times be entitled to vote thereat, either personally or by his Agent duly appointed in Writing, and notwithstanding the Presence of the Tenant or Occupier of such Mill ; provided that nothing herein contained shall extend to enable both the said *William Busfeild Ferrand* or other the Owner for the Time being of any such Mill as aforesaid and his Tenant to vote at One and the same Meeting in respect of the same Mill.

Minutes of Millowners Meetings to be kept in Books, and signed by the Chairman.

LXXXIII. The Clerk of the Company shall attend at every Meeting of the Owners, Lessees, and Occupiers interested in any of the said Compensation Reservoirs which shall be convened by him under the Authority of this Act, and shall enter in proper Books, to be provided for that Purpose by the said Company, full Minutes of all the Resolutions which shall be come to at such Meeting, and of all other Proceedings which shall take place thereat, and the Minutes of each Meeting shall be signed by the Chairman of such Meeting ; and there shall be Two Minute Books kept, which shall be Transcripts or Copies of each other, both of which shall be signed by the Chairman and shall be considered as Originals, and One of such Books shall be kept by the Clerk of the Company, and the other of such Books shall be kept by such Person as the Owners, Lessees, and Occupiers interested in the Reservoir shall at any of their Meetings appoint to keep the same ; and such Entries, when so signed, shall be received as Evidence in all Courts and before all Judges, Justices, and others, without Proof of such Meeting having been duly convened, or of the Persons present at such Meeting being Owners, Lessees, or Occupiers interested in the Reservoir, or of the Signature of the said Chairman, all of which last-mentioned Matters shall be presumed.

LXXXIV. A

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LXXXIV. A fair Copy of the Rules and Regulations to be so made by the Owners, Lessees, and Occupiers interested in any of the said Compensation Reservoirs (in addition to the Copies entered in the Minute Books as herein-before prescribed) shall be written out by the Clerk of the Company, and be signed by the Chairman of such Meeting, which Copy, if such Regulations be accepted and adopted by the Company, shall be posted up in some convenient Place in or near to the Dwelling House of the Superintendent or Person who shall have Charge of the Reservoir to which such Regulations relate.

Duplicate Copies of Regulations to be drawn up and signed by the Chairman.

LXXXV. It shall be lawful for the Company, if they shall object to any Rules or Regulations which may have been made by the Owners, Lessees, and Occupiers interested in any of the said Compensation Reservoirs, and whether the same shall have been put in force or not, to give Notice in Writing to the Owners, Lessees, and Occupiers interested in such Reservoir, that they object to and desire to alter or modify such Rules and Regulations, which Notice shall distinctly state the Grounds of the Company's Objections and the Alterations which they desire to have made; and the Clerk of the Company shall convene a Meeting of the Owners, Lessees, and Occupiers interested in such Reservoir in manner herein-before prescribed, for the Purpose of considering, and, if they shall think fit so to do, of adopting such Alterations, or in the event of their not agreeing to adopt such Alterations, or such a Modification thereof as may remove the Objections of the Company, then for the Purpose of concurring with the Company in adopting such Measures as may be necessary for referring the Matter in dispute to Arbitration in manner herein-after provided.

If the Regulations are not satisfactory to the Company, they may propose to alter them, &c.

LXXXVI. For the Purpose of determining any such Dispute by Arbitration as aforesaid, it shall be lawful for the Owners, Lessees, and Occupiers interested in the Reservoir, who shall be present at the Meeting to be convened as aforesaid, or at some Adjournment thereof, either to agree with the Company in the Nomination or Appointment of some competent Person to be sole Arbitrator to decide the Matters in dispute between them, or otherwise to appoint some Person not being interested in the Matter in dispute to act as Arbitrator in their behalf, and to meet an Arbitrator to be appointed by the Company; and the said Two Arbitrators, before proceeding on such Reference, shall appoint some competent Person to act as Umpire between them.

An Arbitrator to be appointed for the Purpose.

LXXXVII. If at the Expiration of Two Hours from the Time appointed for such Meeting Three or more of such Owners, Lessees, or Occupiers (not being interested in respect of the same Premises) shall not be present, of which a Declaration under the Hand of the Clerk of the Company entered in the Minute Book herein-before directed

If Owners, &c. fail to meet or to appoint an Arbitrator, Company may refer the
to

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Matter to a disinterested Engineer.

to be kept by him shall be sufficient Evidence, or if the Clerk of the Company shall not be present at such Meeting, or if the Owners, Lessees, and Occupiers present at such Meeting and the Company cannot agree in the Appointment of some One Person to be sole Arbitrator between them, or either of the said Parties shall not at such Meeting, or at some Adjournment thereof, appoint an Arbitrator to act in their Behalf, it shall be lawful for the Board of Trade, on the Application of either of the said Parties, or, in case of their Refusal, for the President for the Time being of the Institution of Civil Engineers, to appoint some Person not interested in the Question to decide the Matter in dispute, and the Award of such Person shall be final and conclusive, and the Rules and Regulations which may be approved of by such Person, being signed by him, shall and may be acted on and shall be of the like Force and Effect as if they had been agreed on between the said Owners, Lessees, and Occupiers and the Company; and all Expenses attendant on any such Reference as aforesaid shall be borne by the Company.

Arbitrators to have full Power to alter or confirm the Rules and Regulations.

LXXXVIII. Such Arbitrator or Arbitrators, or their Umpire, or such Engineer as aforesaid, shall have full Power and Authority to alter or confirm such Rules and Regulations as they may see fit; and duplicate Copies of such Rules and Regulations, when settled and approved of, and signed by the said Arbitrator or Arbitrators, or by their Umpire, or by such Engineer as aforesaid, shall be furnished to the Company and to the Chairman of the last previous Meeting of the Owners, Lessees, and Occupiers interested in the Reservoir to which such Rules and Regulations relate, or, in his Absence, to some other resident Owner, Lessee, or Occupier interested in the same Reservoir, or to some Person appointed by the said Owners, Lessees, and Occupiers to receive the same.

If Two Arbitrators named, they must appoint an Umpire.

LXXXIX. In case an Arbitrator shall be named by and on behalf of each of the said Parties, such Two Arbitrators shall within Twenty-one Days from the Date of their Appointment, and before they shall have entered upon the Business of the said Reference, proceed to nominate and appoint an Umpire to decide and settle any Differences between them touching the Matters referred to their Arbitration.

If One Arbitrator named, to make his Award within 40 Days.

XC. In the event of One Arbitrator being named and agreed upon by and between the said Parties, or being appointed as aforesaid, he shall enter upon the Business of the said Reference, and make his Award therein within the Space of Forty Days from the Date of his Appointment, unless the Parties shall agree to extend such Period.

If Two Arbitrators named, they

XCI. In the event of Two Arbitrators being appointed as aforesaid, they shall enter upon the Business of the said Reference as soon
as

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as may be after the Appointment of an Umpire as aforesaid, and shall make their Award therein within the Space of Forty Days from the Date of the Appointment of such Umpire, unless the Parties shall agree to extend such Period.

shall make their Award within 40 Days.

XCII. If either of the said Parties neglect or refuse to attend before the said Arbitrator or Arbitrators or Umpire, as the Case may be, on Seven clear Days Notice being given to him by the other of such Parties, it shall be competent for the Arbitrator or Arbitrators or Umpire to proceed *ex parte* in the Absence of the Party so neglecting to attend as aforesaid, and any Award made and signed by him or them shall be as valid and effectual, and have the like Force, as if both the said Parties had been heard.

If either of the Parties neglect to attend, the Arbitrators may proceed to the Business.

XCIII. In case the Two Arbitrators appointed as aforesaid shall not, within Twenty-one Days after their Appointment, have agreed upon and appointed an Umpire, then it shall be lawful for either of the said Parties, on giving Three clear Days Notice to the other of such Parties of their Intention so to do, and stating the Time and Place when and where Application will be made, to apply to Two Justices in Petty Sessions assembled, and such Justices are hereby empowered and required to nominate and appoint some Person to be Umpire accordingly.

Justices may appoint an Umpire if Arbitrators cannot agree.

XCIV. A Copy of the Rules and Regulations to be made or altered and confirmed as aforesaid, or of such other Rules and Regulations as may, under the Provisions of this Act, be from Time to Time substituted in their Stead, shall be posted up in some convenient Place in or near to the Dwelling House of the Superintendent or Person who shall have Charge of the Reservoir to which the same relate and the Works connected therewith; and the Management of the said Reservoir and the Works connected therewith, and the Management and Flow of Water into and from the said Reservoir, shall thenceforth be regulated by the Servants of the Company in strict Compliance with such Rules and Regulations, until the same shall be altered or varied in the Manner herein provided, and the Company shall be responsible for all Damage or Injury which may be occasioned by the Neglect or Default of any of their Servants.

A Copy of the Rules and Regulations shall be fixed upon some conspicuous Place, and the Flow of Water regulated in compliance therewith.

XCV. The Place of Meeting of the Owners, Lessees, and Occupiers interested in the existing Reservoir on the *Hewenden* or *Harden Beck*, or the intended Reservoir near *Doe Park*, shall be some Inn or other convenient Building in the Parish of *Bingley* or *Bradford*, and the Place of Meeting of the Owners, Lessees, and Occupiers interested in any Reservoir to be provided as Compensation for the Owners, Lessees, and Occupiers of Mills and Works on the River *Wharfe* shall be some Inn or other convenient Building in the Parish of *Otley*.

Places of Meeting of the Mill-owners.

[Local.]

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XCVI. The

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Rules, &c.
in force for
existing
Hewenden
Reservoir to
remain in
force until
altered by
Millowners.

XCVI. The Rules and Regulations which may be in force for regulating the Flow of Water from the existing Compensation Reservoir on the *Hewenden* or *Harden Beck* shall be and remain in full Force and Effect, and be observed and kept by the Company, until they shall be altered at some Meeting of the Owners, Lessees, and Occupiers interested in such Reservoir duly convened in manner herein mentioned.

How Ex-
penses of
Meetings of
Owners, &c.
concerning
Arbitrators
are to be
paid.

XCVII. The Expenses of the First Meeting of Owners, Lessees, and Occupiers interested in any of the said Compensation Reservoirs for preparing the Rules and Regulations aforesaid, and of One Adjournment thereof (if such Adjournment take place), as well as the Expense of any further Meetings convened by the Clerk of the Company for considering or adopting any Alterations which the Company may propose in such Rules and Regulations, or for any other Purpose connected with the same Reservoir or with the Supply of Water therefrom, shall be borne and paid by the Company.

Wharfe Mill-
owners may
appoint
Engineer and
Secretary.

XCVIII. The Owners, Lessees, and Occupiers of Mills and Works on the River *Wharfe* shall have Power, at any Meeting to be convened for the Purpose, to appoint and from Time to Time to remove, as they may think fit, a Civil Engineer to act in their Behalf in fulfilling or giving effect to the Provisions of this Act, and also a Clerk or Secretary, and to confide to him the Custody of the Books relating to their Proceedings and the Execution of any Resolutions which may be come to at any Meetings, and also, if they think fit, to appoint some proper Person or Persons to ascertain from Time to Time the State and Condition of the said Compensation Reservoirs in which they are interested, and of the said Weirs, Watercourses, Gauges, and other Works to be made as aforesaid, and the Quantity of Water in the said Reservoirs or passing over the said Gauges or Weirs respectively, and to make such Rules for regulating their Proceedings as they may deem expedient; and all Expenses attending their Proceedings, and the Remuneration of any Officers to be appointed by them, which are not paid by the Company, shall be borne by the Owners, Lessees, and Occupiers for the Time being of the Mills and Works who may be entitled to attend at such Meetings rateably in the Proportions which the Number of Votes in respect of the Water Fall appropriated to the Mills or Works occupied by them respectively shall bear to the total Expenses to be provided for.

Proceedings
of Mill-
owners.

XCIX. All Notices to be served by the Owners, Lessees, and Occupiers of Mills and Works interested in any of the said Compensation Reservoirs shall be sufficient if signed by any Three of the Owners, Lessees, and Occupiers interested in such Reservoir, or by their Clerk or Secretary for the Time being, by Order of any Meeting;
and

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and all Proceedings at Law or otherwise may be instituted, and all Appointments may be made, on behalf of the whole of such Owners, Lessees, and Occupiers interested in the same Reservoir, in the Name of any Three of them; provided such Proceedings or such Appointments shall have been duly authorized at some Meeting held in accordance with the Provisions of this Act.

C. The Company shall cause to flow from and out of the Compensation Reservoir by this Act authorized to be made on the *Great Gill Beck* or *Silsden Beck* in the Township of *Silsden*, or from the Feeders thereof, or in case of the Insufficiency thereof then from some other Works of the Company, a Quantity of Water not being less than One million three hundred and fifty thousand Gallons in every Twenty-four Hours, by an equal, constant, and continuous Flow through the Twenty-four Hours, for the Supply of Mills and other Works now or hereafter to be erected on the said *Silsden Beck* below the Site of such Reservoir, and on the River *Aire* below the Confluence of the said *Silsden Beck* therewith, as also for the Supply of the navigable Part of the said River *Aire*, and of the several Cuts and Canals at and below the Town of *Leeds* of or belonging to the Undertakers of the Navigation of the Rivers *Aire* and *Calder* in the County of *York*, such Quantity of One million three hundred and fifty thousand Gallons *per* Day to be inclusive of and not over and above the natural Flow of the said *Great Gill Beck* or *Silsden Beck* and its Tributaries at the Site of the said Compensation Reservoir.

Certain Quantity of Water to be discharged out of the Silsden Reservoir for the Mill-owners on the Silsden Beck and River Aire.

CI. The Company shall construct and erect within One hundred Yards of the Foot of the Embankment of the said Reservoir on the *Silsden Beck* a suitable measuring Gauge for the Purpose of indicating at all Times the Quantity of Water which may be flowing and discharged from such Reservoir, and such Gauge shall be open to the Inspection and Examination of the Owners, Lessees, and Occupiers of the present and future Mills and Works interested in such Reservoir and the Flow of Water from the same, and of the Undertakers of the said Navigation and of their Engineers and Agents, and such Gauge shall be at all Times maintained and kept in repair by the Company.

Gauge to be erected.

CII. The Company shall not divert or appropriate any of the Springs or Waters now flowing to the said *Silsden Beck* or River *Aire* in the Townships of *Silsden* and *Morton*, or either of them, until they shall have erected the Gauge by this Act required for ascertaining the Quantity of Water discharged from the said Reservoir on the *Silsden Beck*, or from the Feeders thereof, or from some other Works of the Company, and until they shall be daily discharging through such Gauge the Quantity of Water by this Act required.

No Water to be diverted in the Townships of Silsden and Morton until Works completed and Compensation Water discharged.

CIII. If

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Damage to
be paid by
Company in
case of
Default in
discharging
Quantity of
Water.

CIII. If from any Cause whatsoever (except as herein-after mentioned), after beginning to supply Water from the said Compensation Reservoir on the *Silsden Beck* or from their other Works, the Company shall at any Time not furnish such Supply as aforesaid, the Company shall pay to each and every of the Occupiers for the Time being of such of the said Mills as shall be worked wholly or partially by Water Power, as well as to the Occupiers for the Time being of the several Dyehouses or Dyeworks now being upon the said *Silsden Beck* or River *Aire* affected thereby, and who may sue for and recover the same, a Sum of Five Pounds for every working Day, and to the said Undertakers of the Navigation of the Rivers *Aire* and *Calder* a Sum of Ten Pounds for every working Day during which such Supply shall not be furnished, to be by way of liquidated Damages and not of Penalty, and in full Compensation and Satisfaction for the Want of such Water as aforesaid; such Sum of Five Pounds *per* Day to be from Time to Time recovered as Penalties imposed by this Act may be recovered, and such Sum of Ten Pounds for every working Day to be recoverable by the said Undertakers in like Manner as Debts owing to them are made recoverable by virtue of any Act of Parliament relating to the said Navigation: Provided always, that in case of any Mill, Dyehouse, or Dyework being in the Occupation of several Persons, no greater Sum than Five Pounds *per* Day shall be payable by the Company in respect of that Mill, Dyehouse, or Dyework; provided also, that in case any Person shall be Occupier of more than One separate and distinct Premises used as separate Mills, Dyehouses, or Dyeworks, he shall be entitled to recover such Sum of Five Pounds *per* Day in respect of each such separate and distinct Premises; provided also, that the Company shall not be liable to pay any Sum as aforesaid to any Occupier of Mills or other Works, or to the said Undertakers, during the Time when the said Reservoir shall be emptied for the Purpose of cleansing or repairing the same, if the Company shall during such cleansing or Repair, which shall be executed with all reasonable Despatch, cause the Water which would otherwise have supplied such Reservoir to pass down the Beck below such Reservoir; nor shall they be liable to pay any such Sums during the Time necessarily occupied in refilling such Reservoir after such cleansing or Repair shall have been completed; nor shall they be liable to pay any Sum as aforesaid to any Occupier of Mills, Dyehouses, or Dyeworks upon the said *Silsden Beck* or River *Aire* in respect of any Day on which the Flow of Water down the said River shall be so large as to cause the Pool or Pond in or upon which any such Mill, Dyehouse, or Dyeworks shall be situate to overflow the Dam or Weir of such Pool or Pond for Six successive working Hours, but in any Proceeding for the Recovery of any such Sum as aforesaid it shall not be incumbent on the Party seeking to recover the same to allege or prove the Non-existence or
Non-

The Bradford Waterworks Act, 1854.

Non-duration of such Overflow as aforesaid, but the Burthen of pleading and proving the Existence and Duration thereof shall lie on the Company as an Excuse from the Payment of such Sum.

CIV. When the Company shall commence, and so long as they shall continue to discharge from and out of the said Reservoir on *Silsden Beck* or other Works the due Quantity of Compensation Water in manner aforesaid, the same shall be accepted and taken by the Occupiers of the said Mills, Dyehouses, and Dyeworks, and by the Undertakers of the said Navigation, as full Compensation for all Water which the Company can collect or divert from the Lands draining to the Works authorized by this Act.

Water supplied to Mills, &c., to be taken as full Compensation.

CV. Whereas the *Yorkshire Mining Company* have taken a Lease of the Minerals within certain Lands bordering upon the River *Dibb* and *Grimwith Beck*, a Portion whereof forms a Part of the Site of an intended Compensation Reservoir of the Company, and have already in part driven a Drift or Adit called the *Californian Drift*, for the Purpose of exploring the Lands comprised within their Lease for Lead and other Minerals: And whereas the said *Yorkshire Mining Company* apprehend that the beneficial Use and Enjoyment of their Mining Lands will be materially prejudiced by the Construction of the said proposed Reservoir: Be it enacted, That the Company shall, so soon as the *Yorkshire Mining Company* shall give notice to them that the Discoveries of Lead or other Minerals at the said *Californian Drift* are so considerable as to require the Construction and Erection of, and that they have entered into the necessary Contracts for enabling them, to erect or construct, Crushing and Smelting Mills, or either of them, in connexion therewith, forthwith procure from all necessary Parties, without any Cost or Charge to the said *Yorkshire Mining Company*, the Right, Easement, or Privilege for the said last-named Company to construct, lay down, and maintain, through the Lands of the Owner or Owners for the Time being of the adjoining or intervening Lands, a Dam or Reservoir, with Conduit, Watercourse, or Goit, by which they may divert the Waters of the *Grimwith Beck* above the Site of the said *Californian Drift*, at such a Level as will supply a Water-wheel of Thirty Feet in Diameter to be placed in close Proximity to and the Bottom or lowest Part thereof to be on a Level with the *Californian Drift*, or as near thereto as will allow of the Construction of the requisite Works for washing and dressing Ore and Bouse between such Water-wheel and the said Compensation Reservoir; provided always, that the Tail-race of such Water-wheel shall be carried in such a Course as to return the Waters so to be diverted into the said *Grimwith Beck*, or some Stream of Water flowing into the same, within the Site or higher up than the Embankment of the proposed Compensation Reservoir.

Company shall procure a Grant or Easement for the Division of Grimwith Beck to the existing Californian Drift of the Yorkshire Mining Company.

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Company shall pay full Compensation for extra Cost and Inconvenience of working Mines, or supplying crushing and smelting Mills with Water.

CVI. The Company shall pay to the *Yorkshire* Mining Company the extra Cost (if any) of conveying Water to the said Crushing and Smelting Mills, and of erecting such Mills, over and above what must have been incurred by the said last-named Company in conveying Water to and erecting such Crushing and Smelting Mills in the most beneficial Mode and in the most eligible Situation in which they could or might have erected such Mills and conveyed Water thereto under the Powers and Privileges granted and reserved to them under their existing Lease, or any Renewal or Renewals thereof; and the Company shall also pay from Time to Time full Compensation in Money for the annually recurring Damages (if any) in respect of the greater Cost or Inconvenience which they may be put to by reason of the Site of such Crushing and Smelting Mills, or the Supply of Water Power thereto, being less eligible for the washing of Lead or for any other Purpose whatever than they would or might have been if the said Compensation Reservoir had not been made, the Amount or Amounts of such Compensation (if disputed) to be determined from Time to Time by a Referee or Arbitrator to be appointed in manner hereafter mentioned.

Company to secure a Supply of Water to additional Works of the Mining Company under certain Conditions.

CVII. In case the said *Yorkshire* Mining Company shall hereafter drive another Drift or Adit from any Point of the said Mining Ground below the Embankment of the said Compensation Reservoir between such Embankment and *Dibbles Bridge*, and shall erect additional Crushing and Smelting Mills, or either of them, in connexion therewith or adjacent thereto, and in case the Flow of Water from the said intended Compensation Reservoir shall be entirely or so nearly suspended, by reason of any Byelaw to be made by the Millowners interested in such Reservoir in manner herein provided, as that there shall not remain and flow in the said River *Dibb* below such Compensation Reservoir, at the Point where the said *Yorkshire* Mining Company could or might conveniently divert the same for the Supply of such additional Mills or other Works, a Quantity of Five hundred thousand Gallons of Water during Twelve Hours of any working Day, then it shall be imperative on the said Company and they are hereby required to procure, either from the said Reservoir or from some other Source, so much Water as may be necessary to make up the Flow of Water in the said River *Dibb* to the full Quantity of Five hundred thousand Gallons during every working Day, or in default thereof they shall pay to the said *Yorkshire* Mining Company from Time to Time full Compensation in Money for any Loss, Inconvenience, or Injury which they may have sustained or been put to, for or in respect of every working Day during which such Flow shall have been less than Five hundred thousand Gallons, the Amount or Amounts of such Compensation (if any) to be ascertained in case of Dispute in manner herein-after mentioned; provided always, that no such Compensation

The Bradford Waterworks Act, 1854.

compensation shall be awarded unless it shall be shown by the said *Yorkshire* Mining Company that the Supply of Water to such additional Mills or Works has been rendered less advantageous than it would or might have been but for the Construction of the said Reservoir or other Interference of the Company.

CVIII. The Company shall pay to the said *Yorkshire* Mining Company full Compensation for all Mines or Minerals belonging or in Lease to the said *Yorkshire* Mining Company which cannot be obtained by reason of making and maintaining the Works by this Act authorized, or by reason of any Restrictions in this Act, or in the incorporated Acts, or in any Byelaws, Rules, or Regulations to be made by virtue of them or any of them, contained, and for all Losses, Expenses, Impediments, and Inconveniences whatsoever which the said *Yorkshire* Mining Company shall incur, sustain, or be put to by reason of any of the Works authorized by this Act, or by the flooding of any existing or future Levels, Drifts, or other Works of the said *Yorkshire* Mining Company from the said intended Reservoir, or otherwise by reason or on account of any Act, Deed, Matter, or Thing whatsoever to be made, done, or unlawfully omitted or permitted by the said Waterworks Company, the Amount or Amounts of such Compensation, and all Questions, Matters, and Disputes relating thereto, and all other Questions, Matters, and Disputes between the said Waterworks Company and the said *Yorkshire* Mining Company herein-before mentioned, to be from Time to Time determined by such Person as may be mutually agreed on between the said Parties, or, in case they cannot agree, as may be nominated by the President for the Time being of the Institution of Civil Engineers for that Purpose, and the Determination of such Person so to be appointed shall be binding on all Parties, and all Expenses, Costs, and Disbursements of or incident or preliminary to every such Reference shall be paid by the Company: Provided always, that no Reference shall be had for assessing the Amount of any recurring Damage at shorter Intervals than once in every Two Years, and that in case the said Referee or Arbitrator shall have at any Time decided that no Compensation is due in respect of any Claim for recurring or other Damages which may have been made or set up by the said *Yorkshire* Mining Company, the Cost and Expenses of and incident to any future Reference which may be required by the said *Yorkshire* Mining Company in respect of Claims of a like Nature, as well as the Costs and Expenses of and incident to any Claim made or set up by the said *Yorkshire* Mining Company at any Time which the said Referee or Arbitrator may deem of a frivolous or trifling Nature, shall be in the Discretion of the said Referee or Arbitrator, who shall assess and award the Amount thereof, the Party by and to whom, and the Time within which the same shall be paid.

Company to pay full Compensation to *Yorkshire* Mining Company for all Losses, &c. occasioned by the proposed Reservoir and Works.

CIX. Nothing

The Bradford Waterworks Act, 1854.

Rights of Mining Company not to be prejudiced otherwise than as expressly provided and declared.

CIX. Nothing in this Act, nor in "The Lands Clauses Consolidation Act, 1845," nor in "The Waterworks Clauses Consolidation Act, 1847," contained, nor in any Byelaws, Rules, or Regulations to be made under or by virtue of any of the Provisions of this Act and the said incorporated Acts, or any of them, shall annul, vary, alter, or extinguish, or in any Manner howsoever prejudicially affect the Powers, Rights, Privileges, and Easements, or any of them, now held, used, or enjoyed, or which but for the passing of this Act would at any Time hereafter have been held, used, or enjoyed by the *Yorkshire Mining Company* under or by virtue of any Grant, Lease, or Conveyance to the said Mining Company heretofore made or executed or hereafter to be made or executed, otherwise and except so far as is herein expressly provided and declared.

Provisions as to Minerals in Lease to *Yorkshire Mining Company* extended to Reversioner.

CX. And whereas *John Yorke* Esquire, as Lord of the Manor of *Appletreewick*, is or claims to be the Owner of the Mines and Minerals within the above-mentioned Lands, subject to the said Lease to the *Yorkshire Mining Company*: Be it enacted, That all and every the Provisions, Matters, and Things herein-before enacted with reference to such Mines, Levels, and Minerals, and with respect to the Supply of Water for the same, and all other the Powers and Authorities herein-before given to the said *Yorkshire Mining Company*, and with respect to the Payment of Compensation for the flooding of Levels or otherwise, and with respect to the Settlement of disputed Matters by Arbitration, shall, after the Expiration or other sooner Determination of the said Lease, apply to the said *John Yorke*, his Heirs and Assigns, or other the Owners for the Time being of the said Mines and Minerals, and his and their Lessees, from Time to Time, according to their several and respective Estates and Interests therein, in like Manner in all respects as during the Continuance of the said Lease the same apply to the said *Yorkshire Mining Company*, and as fully and effectually to all Intents and Purposes as if such Provisions, Matters, and Things had been specially enacted in this Act, as well on behalf of the said *John Yorke*, his Heirs and Assigns, or other the Owners for the Time being of the said Mines, Levels, and Minerals, and his or their Lessees, from Time to Time during the Continuance of their Estates and Interests respectively, as on behalf of the said *Yorkshire Mining Company* during the Continuance of the said Lease.

Power to *John Yorke* to impound certain Waters in working Mines, &c., returning the same

CXI. And whereas the said *John Yorke* also is or claims to be the Owner of Mines and Minerals other than those leased to the said *Yorkshire Mining Company* within the Manor of *Appletreewick*, and also is or claims to be entitled to Streams and Waters within the said Manor, and certain of those Streams and Waters are intended to be impounded in the said Compensation Reservoir on the River *Dibb*,
under

The Bradford Waterworks Act, 1854.

under the Powers of this Act: Be it therefore enacted, That if the said *John Yorke*, or other the Lord of the Manor of *Appletreewick* for the Time being, or his Lessees or Tenants, shall hereafter work any other Mines, or drive any other Drifts or Adits within the said Manor, it shall be lawful for him and them to take and use for the Purposes of such other Mines, Drifts, or Adits, and of working any Mills and washing and dressing Ore, any Streams or Waters which he or they might lawfully have taken or used if this Act had not been passed; provided always, that he and they shall return the Waters so used into their original Course or Channel, or some Stream flowing into the same, within the Site or higher up than the Embankment of the proposed Compensation Reservoir.

into their
original
Course.

CXII. The Company shall from Time to Time pay to the Owner, Lessee, and Occupier of any Mines, Quarries, Stone, Coal, Ironstone, and other Minerals lying under or on the Sides of or near to the intended Compensation Reservoir in the Manor of *Appletreewick* by this Act authorized, Compensation for all such Mines or Quarries of Stone, Coal, Ironstone, and other Minerals as cannot be worked or gotten, as well as Compensation for the greater Difficulty, Cost, or Inconvenience (if any) which may be incurred or occasioned in or about the getting or working of any Mines or Quarries of Stone, Coal, Ironstone, or other Minerals belonging to the said *John Yorke* or the Lord of the Manor of *Appletreewick* for the Time being, or in or about effectually draining the same, by reason of the Construction and Maintenance of the said Reservoir, or by reason of the Restrictions contained in this Act or any Act incorporated herewith, and the Amounts of such Compensation (in case of Difference between the Company and such Owner, Lessee, or Occupier,) shall be settled by Arbitration in the Manner in that Behalf provided by the "Lands Clauses Consolidation Act, 1845:" Provided always, that no such Reference shall be had in respect of recurring Damages at shorter Intervals than Two Years, and in case the Referee or Arbitrator shall have at any Time decided that no Compensation is due in respect of any Claim for recurring or other Damages which may have been made or set up by the said Owner, Lessee, or Occupier, the Cost and Expenses of and incident to any further Reference which may be required by the said Owner, Lessee, or Occupier in respect of Claims of a like Nature, as well as the Costs and Expenses of and incident to any Claim made or set up by the said Owner, Lessee, or Occupier at any Time which the said Referee or Arbitrator may deem of a frivolous or trifling Nature, shall be in the Discretion of the said Referee or Arbitrator, who shall assess and award the Amount thereof, the Party by and to whom and the Time within which the same shall be paid.

Company to
compensate
certain
Owners, &c.
of Mines for
Inconveni-
ence occa-
sioned by the
Construc-
tion, &c. of
Reservoirs.

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Power to
John Yorke,
&c. to take
Fish, &c.
found in the
Reservoir.

CXIII. It shall be lawful for the said *John Yorke* and *Mathew Wilson* the elder, of *Eshton Hall* in the County of *York*, respectively, their respective Heirs and Assigns, and their respective Tenants, Lessees, and Servants, to have and take the Fish and Game to be found within the said Compensation Reservoir, and to hunt, fish, hawk, and fowl, and preserve the Fish and Game therein, and for the Purposes aforesaid to keep and use Boats, Nets, and Tackle on the said Reservoir.

Matthew
Wilson and
William
Chadwick,
their Tenants
&c., to use
the Streams
flowing
through their
Lands as
heretofore.

CXIV. Notwithstanding anything in this Act contained, it shall be lawful for *Matthew Wilson* of *Eshton Hall* in the County of *York*, Esquire, and *William Chadwick* of *Arksey* in the same County, Esquire, and each of their Heirs and Assigns, and their Tenants for the Time being, and they are hereby respectively authorized, at all Times hereafter, without any Denial or Interruption on the Part of the Company, to continue to use, as they have respectively been heretofore entitled, the Streams and Brooks flowing from or through the Lands held by them respectively to the Lands or Works of the Company, and the Waters thereof; provided nevertheless, that the Powers to impound and discharge the Waters flowing into the proposed Compensation Reservoir on the River *Dibb* may be exercised in manner hereinbefore mentioned, but the Rights or Remedies of the said *Matthew Wilson* and *William Chadwick* against the Company, in respect of a Supply of Water for domestic and agricultural Purposes, herein-after reserved and contained, shall not be prejudiced or affected thereby.

Bridge to be
erected to
connect
Lands of
Matthew
Wilson.

CXV. The Company shall, within Eight Calendar Months from the Commencement of the Works of the said Compensation Reservoir, at their own Expense erect and construct, or cause to be erected and constructed, for the exclusive Use of the said *Matthew Wilson*, his Heirs and Assigns, and his and their Tenants, a substantial Stone Bridge, with good and sufficient Approaches thereto, and with a Parapet Wall on each Side thereof at least Four Feet high, and with a Road over such Bridge at least Eight Feet wide, across the Brook or Rivulet called the *Gateup Gill* or *Gateup Gill Beck* in the Parish of *Burnsall* aforesaid, so as to connect the Land of the said *Matthew Wilson* lying on the East Side of such Brook or Rivulet with the Land of the said *Matthew Wilson* lying on the West Side thereof, and the said Bridge shall be erected at a Point on the said Brook or Rivulet lying One hundred and forty-three Yards or thereabouts to the North of the Northern Line of Deviation of the Company's projected Compensation Reservoir in the Parish of *Burnsall*, as shown on the Plans deposited by the Company with the Clerk of the Peace for the West Riding of the County of *York*, and the Company, their Successors or Assigns, shall at all Times thereafter, at their own Expense, keep the said Bridge, with the Approaches thereto, and the Road over
the

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the same, and the Parapet Wall thereof, in good and substantial Repair and Condition.

CXVI. If on the Completion of the said Works hereby authorized there shall not remain or flow from other Sources to and through any Lands or Fields situated below the Points where the several Streams are proposed to be diverted, which now have or enjoy a Frontage thereto, or are watered thereby, such a Quantity of Water as may be necessary or convenient for domestic or agricultural Purposes other than the Irrigation of such Lands the Company shall and they are hereby required, whenever it may be practicable so to do, to furnish from Time to Time and at all Times so much Water as may be necessary or convenient for domestic or agricultural Purposes, other than the Irrigation of the said Lands, free from all Rates, Costs, and Charges for or in respect of such Water, and to lay down and secure, at the Cost and Charges of the Company, all such Pipes, Conduits, Troughs, Cisterns, Cocks, and other Apparatus as may be necessary for conveying and continuing the same, and in case the same shall not be practicable then the Company shall pay to the Owners and Occupiers of such Lands full Compensation for the Loss and Injury which they may respectively sustain by reason of such Diversion of their Water; provided always, that full Compensation shall be made to all Owners and Occupiers of Lands situated as aforesaid which at any Time within Ten Years anterior to the passing of this Act have been cultivated for Three successive Years by means of Irrigation, and which (by reason of the Diversion of the said Streams) may no longer be capable of such Mode of Cultivation, or not to the same Extent or with the same Advantage.

A Supply of Water to be continued for Agricultural Purposes below the Point where Streams are diverted.

CXVII. It shall not be lawful for the Company to take, divert, use, obstruct, or impound, and they are hereby restrained from taking, diverting, using, obstructing, or impounding, by any Means or Contrivances, or under any Pretence whatsoever, any of the Water now flowing in any Brooks, Rivulets, Becks, Streams, Springs, Drainages, Watercourses, Ponds, Dams, or Reservoir, to the *Soke Mills*, or *Queen's Mills* at *Bradford*, the Property of *John George Smyth* Esquire, as well as other Mills also his Property at *Bradford*, and in the Parish of *Bradford* aforesaid, or to divert, alter, change, or obstruct, further or otherwise than they have already done, the Course of the Brook or Beck called *Chellow Dean Beck*, or other the said Brooks, Rivulets, Becks, Streams, Springs, Drainages, or Watercourses, or any of them, or to interfere with or injure the said Ponds, Dams, and Reservoirs, or any of them, but the Water in the said several Brooks, Rivulets, Becks, Streams, Springs, Drainages, Watercourses, Ponds, Dams, and Reservoirs, shall at all Times hereafter flow as freely and abundantly, and in as full, ample, and uninterrupted a Manner, as if this Act had not passed, and so that the Supply of Water to the said Mills,

For Protection of the Waters supplying the *Soke Mills* and other Mills belonging to *J. G. Smyth, Esq.*

The Bradford Waterworks Act, 1854.

Mills, and every of them, and any other Mills and Manufactories which shall or may be hereafter built or erected by the said *John George Smyth*, his Heirs or Assigns, upon or near and worked by means of the said Water or any Part of it shall not in any Manner be diminished, injured, or prejudiced.

Channel to be cleansed by the Company.

CXVIII. The Company are hereby required, at their own Expense, from Time to Time, upon the Request of the said *John George Smyth*, or other the Owner for the Time being of the said Mills or any of them, or his Heirs, Tenants, or Assigns, to cleanse and repair the Channel made by the Company hereby dissolved beside the *Chellow Dean* Reservoirs; and if at any Time after such Request the said Channel is not cleansed or repaired, it shall be lawful for the said *John George Smyth*, or the Owner for the Time being of the said Mills, or any of them, his Heirs, Tenants, or Assigns, to cleanse and repair the same, and all the Expenses thereof shall upon Demand be repaid by the Company to the said *John George Smyth*, or the Owner for the Time being of the said Mills, his Heirs, Tenants, or Assigns, who in default of such Payment may recover the same from the Company by Action in any Court of competent Jurisdiction.

Company to make Compensation for Damage sustained by defective State of the Channel.

CXIX. The Company shall at all Times hereafter pay and make good to the said *John George Smyth*, or such Owner as aforesaid, or his Heirs, Tenants, or Assigns, all Loss, Costs, Damages, and Expenses, and all Injury, of what Nature soever, which he or they may sustain, pay, expend, or be put unto in consequence of any Diminution of or Impediment or Obstruction to the Water usually flowing in the present Channel or Watercourse, arising from the improper Construction or Want of Repair of the said Channel beside the *Chellow Dean* Reservoirs.

Disputes between J. G. Smyth Esq., and the Company to be referred to Arbitration.

CXX. If any Dispute or Difference shall arise between the said *John George Smyth*, or other the Owner for the Time being of the said Mills, or any of them, and the Company, as to whether from any Cause any of the Water is at any Time diverted or abstracted from the said Becks or Streams, or any of them, by the Company, contrary to the Provisions of this Act, such Dispute shall be referred to Arbitration in manner herein provided with respect to any Disputes which may arise between the Company and the Owners and Occupiers of Mills in the *Hewenden* or *Harden Beck*.

For Protection of the Bradford Canal.

CXXI. Provided always, That nothing in this Act contained shall extend, or be deemed or construed to extend, to authorize or empower the Company to alter or divert, change the Course of, or make use of the Water flowing in a certain Beck called *Chellow Dean Beck*, or any of the Springs, Watercourses, Brooks, or Streams of Water arising or flowing through any other Brooks or Streams of Water towards and into the *Bradford* Canal Navigation, or the Mills called *Frizinghall* Mills,

The Bradford Waterworks Act, 1854.

Mills, belonging thereto, or either of them, so as to prevent the same Springs, Watercourses, Brooks, or Streams of Water respectively, or any of them, from arising and flowing in and supplying the said Navigation and Mills with Water in as full, ample, and beneficial a Manner as heretofore accustomed.

CXXII. And whereas certain Springs and Streams proposed to be appropriated under the Authority of this Act flow into the Beck called *Hewenden Beck* or *Harden Beck*, and the said Beck flows through the Estates and ornamental Grounds of *William Busfeild Ferrand* Esquire, of *Saint Ives* and *Harden Grange*, and it is apprehended by the said *William Busfeild Ferrand* that the taking of the Water from the said Springs and Streams, in the Manner and under the Conditions herein provided, may be detrimental or injurious to the said Estates or to the ornamental Character of the said Grounds: Be it therefore enacted, That if by reason of the Execution of any of the Powers of this Act any such Detriment or Injury shall arise, the Company shall make such Compensation to the said *William Busfeild Ferrand*, his Heirs or Assigns, in respect of the Injury which he or they may so sustain, as may be awarded by the Verdict of a Jury, or by Arbitrators, to whom the Question may be referred in manner herein-after prescribed; provided always, that the Company shall not be required to make any Compensation if such Detriment or Injury shall be occasioned by the Regulations or by the Acts or Defaults of the Owners, Lessees, or Occupiers of Mills or Works under whose Control the Management of the Compensation Reservoirs may be.

Compensation to Mrs. Ferrand, and W. Busfeild Ferrand.

CXXIII. The Extent of the said Detriment or Injury, if any, and the Amount of Compensation lastly herein provided to be paid to the said *William Busfeild Ferrand*, or the Owner for the Time being of the said Estates respectively, in respect of the same, shall be ascertained and determined in case of Dispute by a Jury, under the Provisions of this Act, in the same Way as other Questions of Damage and Compensation are hereby required to be determined; or, at the Option of the said *William Busfeild Ferrand*, or such Owner as aforesaid, the said Question shall be determined by the Arbitration of Two indifferent competent Persons, One to be named by each Party, or in case they cannot agree within the Time to be limited by them for that Purpose, by an Umpire, to be nominated in Writing by such Referees before entering upon the Business of the said Reference.

Mode of ascertaining Compensation to W. Busfeild Ferrand.

CXXIV. And whereas it is intended that the said Company shall derive a Supply of Water for the Purpose of this Act from the Store Reservoir to be constructed by them on *Thornton Moor*, and it is necessary and proper for the Protection of the said *William Busfeild Ferrand*, his Heirs and Assigns, and other the Owners for the Time

Company not to take more than a certain Quantity of Water from

[Local.]

22 K.

being

The Bradford Waterworks Act, 1854.

Store Reser-
voir con-
structed on
Thornton
Moor.

being of his said Estates, that the said Company shall be limited to an average Supply not exceeding Seven Millions of Gallons a Week: Be it therefore enacted, That it shall not be lawful for the Company to receive from the said Store Reservoir into their Conduit and Works to be constructed under the Authority of this Act, a larger Quantity of Water in any One Week, reckoned from Midnight on *Saturday* Night, than Seven Millions of Gallons, and the Company shall allow all the Water from Time to Time collected in the same Reservoir, and not forming Part of such weekly Supply of Seven Millions of Gallons, and which the said Reservoir shall be incapable of holding, from Time to Time to flow down the said *Carperly* or *Stubden Beck*, and into the Compensation Reservoir to be constructed on the *Carperley* or *Stubden Beck*, or into the existing Reservoir called the *Hewenden* Reservoir, in order to its flowing thence into and down the *Hewenden Beck* with other Water, according to the Provisions of this Act.

Company to
erect a
Gauge to
ascertain the
Quantity of
Water taken
from the
Store Reser-
voirs.

CXXV. For the Purpose of ascertaining the Quantity of Water so from Time to Time received by the Company from the said Store Reservoir on *Thornton Moor* into their said Conduit and Works, they shall make and for ever maintain at or near the Embankment of that Reservoir a proper and sufficient Guage, with proper and sufficient Works and Conveniences, and the same shall be so made and maintained under the Superintendence and to the Satisfaction of Two Engineers, to be from Time to Time appointed, one by the Company, and the other by *William Busfeild Ferrand*, his Heirs or Assigns, or other the Owners for the Time being of his Estates, or of an Umpire appointed by such Two Engineers to act in case of Difference between them, and their or his Decision shall be final and conclusive, and all Expenses attending the making and maintaining of such Guage, Works, and Conveniences, and of such Superintendence and Arbitration, shall from Time to Time be borne and paid by the Company.

W. Busfeild
Ferrand to
have free
access to
Gauge
Works, &c.

CXXVI. The said *William Busfeild Ferrand*, his Heirs or Assigns, by himself, his Agents and Servants, may respectively from Time to Time and at all Times have free Access to such Guage, Works, and Conveniences, and to every Account or Register kept by the Servants of the Company, for the Purpose of measuring, guaging, and ascertaining the Quantity of Water passing through or over the same, and ascertaining whether the Provisions of this Act are duly observed, and such Servants shall afford to them all proper Facilities and Assistance in that Behalf.

Company to
make proper
Weirs, &c.
at Store Re-
servoir.

CXXVII. The Company shall make and maintain proper and sufficient Weirs, Bye-washes, or other Works and Conveniences for the Purpose of passing or discharging from and out of the said Store Reservoir on *Thornton Moor* to and into the said *Hewenden* and *Harden Beck* all

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all the Water which according to the Provisions of this Act the Company are to allow to flow down the *Carperly* or *Stubden Beck*.

CXXVIII. And whereas the Spring or Stream at *Swain Royd*, hereby authorized to be appropriated, flows into and along the *Cottingley Beck* through the Estates of the said *William Busfeild Ferrand* until it falls into the River *Aire*: Be it enacted, That the Company shall make full and ample Compensation to the said *William Busfeild Ferrand*, or the Owners for the Time being of the said Estates, for the Diversion of the said Spring or Stream of Water; such Compensation, if not ascertained and paid within One Calendar Month from the Commencement of such Diversion, to bear lawful Interest from that Time until the same shall be actually paid; and in case any Difference shall arise touching the Amount of such Compensation, or as to the Necessity of reserving for the domestic and agricultural Purposes of the said Estates, other than for the Purpose of Irrigation, a Portion of the Waters of the said Spring or Stream, as herein provided, the Amount of such Compensation, and the Quantity (if any) so to be reserved, shall be ascertained as provided by "The Lands Clauses Consolidation Act, 1845," for settling Cases of disputed Compensation.

Compensation for Diversion of Swain Royd Spring.

CXXIX. It shall not be lawful for the Company in any Manner or to any Extent to impede the good and efficient Drainage of any of the Lands belonging to the said *William Busfeild Ferrand* of *St. Ives*, or other the Owner for the Time being of the said Lands, or to *George Baron* Esquire, his Heirs or Assigns, or to *William Buck* Esquire, his Heirs or Assigns, or to *Jonathan Knowles* Esquire, his Heirs or Assigns, or to *Sir Richard Tufton* Baronet, his Heirs, Trustees, Successors in Estate, or Assigns, or to *George Lane Fox* Esquire, his Heirs or Assigns, or to *William Chadwick* Esquire, his Heirs or Assigns, through which the said Works authorized by this Act, or any of them, are intended to be made, maintained, altered, varied, extended, or enlarged, or which may be contiguous thereto.

Company not to impede the Drainage of Lands.

CXXX. In all Cases where the Company shall interfere with any Drain made or used for the Drainage of any of the said Lands, they shall make another Drain as good and sufficient in all respects for the proper Drainage of such Lands as the Drain so proposed to be interfered with, or shall restore the original Drain to the Satisfaction of the Owner or Occupier of the said Lands.

Company to restore Drains, or make new ones.

CXXXI. If the Company shall interfere with any such Drain as last aforesaid, and shall not with all practicable Speed make another good and sufficient Drain in lieu thereof, or restore the original Drain as herein-before mentioned, they shall forfeit to the Owners and Occupiers

Penalty in default.

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Occupiers of the Lands through which such Drain shall pass a Sum not exceeding Five Pounds, in addition to Compensation for any Damage which may be sustained by the said *William Busfeild Ferrand* or other the Owner for the Time being of his said Estate, or the said *George Baron, William Buck, Jonathan Knowles, Sir Richard Tufton, or George Lane Fox*, or any of their Heirs, Trustees, Successors in Estate, Assigns, or Tenants, by the Interference with any such Drains, to be ascertained and recovered in manner by this Act directed.

How Water
to be taken
through cer-
tain Lands.

CXXXII. The Water hereby authorized to be conveyed for the Use of the said intended Waterworks in and through the respective Lands of the said *William Busfeild Ferrand, George Baron, William Buck, Jonathan Knowles, Sir Richard Tufton, and George Lane Fox*, situate in the said Parish of *Bradford*, shall be so conveyed in a covered Piping, Aqueduct, or Conduit.

Providing
Compensa-
tion for T. H.
Horsfall,
Esq.

CXXXIII. And whereas *Thomas Hill Horsfall* Esquire is or claims to be the Owner of Lands in the Township of *Thornton*, and also is or claims to be One of several Owners of the Coal Mines, Coals, and Minerals lying under those Lands, and One of several Lessees of Beds or Seams of Coal lying under other Estates in that Township: And whereas it is alleged by the said *Thomas Hill Horsfall* that great Damage and Injury will be occasioned to him as Owner of those Lands, and to him and his Co-Owners and Co-Lessees of those Mines, Minerals, and Beds or Seams of Coal respectively, by reason of the Execution and Maintenance of the Works of the Company, and the Diversion and Abstraction by the Company of the Waters which they are by this Act authorized to divert, take, and use, and the Execution in other respects by the Company of the Powers of this Act: Therefore the Company shall from Time to Time pay to the said *Thomas Hill Horsfall* and his Co-Owners and Co-Lessees, his and their Heirs, Executors, Administrators, and Assigns respectively, full Compensation for all Loss, Damage, or Injury from Time to Time occasioned to him, them, or any of them, by the Execution or Maintenance of any of the Works of the Company, or by the Diversion or Abstraction by the Company of any Water, or by his or their or any of their (by reason of any Works or Operations of the Company or the Execution of any of the Powers of this Act) being unable or less able than at present to work those Mines, Minerals, and Beds or Seams of Coal, or any of them, or being put to greater Expense or Difficulty than at present in or about the working of the same, or the clearing of the same of Water, or suffering any Deprivation or lessening of the beneficial Enjoyment of those Lands, Mines, Minerals, and Beds or Seams of Coal, or any of them, or sustaining any other Loss, Damage, or Injury whatsoever, and the Amount of all and every such Compensation shall in every Case of Dispute be settled and determined by

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by Arbitration, according to the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845."

CXXXIV. It shall be lawful for the said *George Lane Fox*, his Heirs and Assigns, Owners, or his or their Lessees and Occupiers of any Quarry under or over the Works of the Company, in case at any Time the working thereof shall be prevented or injuriously affected by reason of apprehended Damage to the Works of the Company, to cut and make such and so many Openings for Water Levels, Airways, Headways, Gateways, and other Ways under and over such Works, and of such Dimensions (be the same more or less than Eight Feet wide and Eight Feet high) as may be necessary for the convenient working, ventilating, and draining of any such Quarry; and if any Difference shall arise between the said Owners, Lessees, and Occupiers and the Company as to the Number, Dimensions, or Position of any such Opening, the same shall be determined by Two Justices of the West Riding of the County of *York* not interested directly or indirectly in the Matter in Dispute, or in any other Matter affecting the Rights and Interests of either of the Parties thereto, and the said Justices are hereby empowered and required to determine the same, and to assess and order by and to whom any Costs of and incident or preliminary to such Determination shall be paid, and in default of Payment of such Costs after One Month beyond the Date of such Order, the Amount thereof may be sued for and recovered, with full Costs of Suit, by Action or other Proceeding in any Court of competent Jurisdiction.

Power to
G. L. Fox to
erect Works
for conve-
nient work-
ing of any
Quarry, &c.

CXXXV. Whereas the said *George Lane Fox* is or claims to be seised or possessed of a certain Messuage called *Gawthorpe Hall*, and certain Buildings, Mill, Lands, and Hereditaments in the Village of *Priestthorpe* and Parish of *Bingley* in the County of *York*, or near thereto, which are now and heretofore have been supplied with Water from certain Springs and Streams called *Greenhill Springs*, *Lady House Well*, *March Intake Springs*, *Moor Side Spring*, *Brown Hill Springs*, *Green Spring*, and *Lane End Spring*, and from divers other Streams and Springs of Water arising or flowing therein, or thereupon, or near thereto: And whereas it is apprehended by the said *George Lane Fox*, but denied by the Company, that the making of the Work hereby authorized will have the Effect of diverting, taking away, detaining, or diminishing the Supply of Water heretofore derivable from the same Streams and Springs, or some of them, to the great Loss and Injury of the said *George Lane Fox* and other the Owners and Occupiers of the said *Gawthorpe Hall*, Buildings, Mill, Lands, and Hereditaments respectively: Be it therefore enacted, That nothing in this Act contained shall authorize or empower the Company to divert or appropriate any of the Springs or Streams which may be

Nothing to
authorize
Company to
interfere
with certain
Springs to
the Property
of G. L. Fox.

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intercepted by the Line of Conduit by this Act authorized between certain Fields in the said Township and Parish of *Bingley*, numbered respectively 33 and 86 on the said Plan deposited with the Clerk of the Peace for the West Riding of the County of *York*, and some or some Parts of which Springs and Streams flow to the said Messuage called *Gawthorpe Hall*, and to the Buildings, Mill, Lands, and Hereditaments in the said Hamlet of *Priestthorpe* or near thereto, now the Property of the said *George Lane Fox*, but the said Springs and Streams shall be permitted to flow to the said Messuage, Buildings, Mill, Lands, and Hereditaments in as full, ample, and beneficial a Manner as if this Act had not been passed; and in order effectually to secure such uninterrupted Flow of the said Springs and Streams within the Limits herein-before mentioned, the Company shall make and maintain the Conduit for conveying Water for the Purposes of this Act perfectly Water-tight, and so that no Water may be allowed to escape into or along the Line thereof.

Power to
Justices to
award Com-
pensation to
G. L. Fox
for any
Damage
done by the
Company to
him or his
Tenants.

CXXXVI. If, contrary to the Provisions of this Act, the Company shall divert, appropriate, or diminish any of the said Springs or Streams within the Limits above mentioned, or if the said Company shall neglect to make or to maintain the Works herein-before directed to be made for the Passage of the said Water in accordance with the Provisions in that Behalf expressed, it shall be lawful for Two Justices of the West Riding of the County of *York* not interested directly or indirectly in the Matter in Dispute or in any other Matter affecting the Rights and Interests of either of the Parties thereto, on the Application of the said *George Lane Fox*, at any Time after Three Days Notice given to the Company of the Time and Place of such intended Application, to order and direct the Company forthwith to do such Acts and to execute such Works as may be necessary for restoring the said Springs and Streams and the Flow of Water therefrom to their usual and accustomed Channels, and in case it shall not be practicable to restore the same, then it shall be lawful for such Two Justices to order and direct the Company to supply from their Conduit so much Water as may be necessary to afford to the said Messuage, Buildings, Mill, Lands, and Hereditaments as full, beneficial, and ample a Supply of Water as they have theretofore enjoyed, as also to award whether any and what Compensation in Money shall be paid to the said *George Lane Fox*, his Lessees or Tenants, in respect of any Loss or Inconvenience which may have been occasioned to them or any of them during the Time which such Springs or Streams may have been so detained or diminished, and such Justices shall also assess and order by and to whom any Costs or Expenses of and incident or preliminary to any such Application or Inquiry shall be paid.

CXXXVII. No-

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CXXXVII. Nothing in this Act or the incorporated Acts contained shall be held or construed to authorize the Company to take or divert any Rivers, Streams, Brooks, and Springs of Water now flowing to or used as a Supply for the Canal belonging to the Company of Proprietors of the Canal Navigation from *Leeds* to *Liverpool*.

Company not to divert any Rivers, Springs, &c. flowing to Leeds and Liverpool Canal.

CXXXVIII. Nothing in this Act contained shall be construed to extinguish, abridge, interrupt, affect, prejudice, or alter, in any Manner whatsoever, any Rights, Claims, Powers, Privileges, or Authorities which before the passing of this Act the Company of Proprietors of the Canal Navigation from *Leeds* to *Liverpool* had possessed or enjoyed, or might lawfully possess or enjoy, to the Use of the Rivers, Streams, Brooks, and Springs shown on the said Plans and Sections, or interfered with under the Execution of the Powers in this Act contained.

Rights of Leeds and Liverpool Canal Company not to be prejudiced.

CXXXIX. Previously to the placing of the Conduit Pipe under the Canal of the said Company of Proprietors at or near *Hurst* Lock in the Township of *Shipley* aforesaid, the Engineer of the Waterworks Company shall submit a Plan of the Mode in which such Conduit Pipe is intended to be placed under the said Canal for the Approval of the Engineer of the said Company of Proprietors of the said Canal, and the Time and Manner of placing the said Pipe shall be arranged to the Satisfaction of the Engineer of the said Canal Company; and in case any Dispute shall arise between the said Engineers, the same shall be referred to and be decided by the President for the Time being of the Institution of Civil Engineers, or some competent Person to be appointed by him: Provided always, that the said Conduit Pipe and Works shall for ever hereafter be maintained in good and sufficient Repair by the Company hereby incorporated.

Providing for carrying Conduit under Leeds and Liverpool Canal.

CXL. Provided always, That the Company shall not, during the Progress of placing the said Conduit or constructing any Works connected therewith, or of the necessary Repairs thereof, interfere with the open navigable Waterway of the said Canal; but if by reason of or in the Execution of the said Works the said Canal shall be so obstructed as that Boats, Barges, or other Vessels navigating the same shall not be able to pass along the same for a Space or Spaces of Time amounting in the aggregate to Two Hours in any One Day, then the Company shall pay to the said Company of Proprietors of the said Canal, as or by way of ascertained Damage, the Sum of Fifty Pounds for every Day not exceeding Fourteen Days during which such Obstruction shall continue on the said Canal; and in default of Payment of the said Sum, on Demand being made of the Treasurer or Secretary of the Company, any Two or more of Her Majesty's Justices of the Peace for the West Riding of the County of *York* are hereby empowered,

Company not to obstruct the Navigation of the Leeds and Liverpool Canal.

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empowered, on Application made to them by the said Company of Proprietors of the said Canal, or by any Person or Persons by them authorized, by Warrant under their Hands and Seals, to cause the Amount of such Sum or Sums of Money to be levied by Distress and Sale of any Goods or Chattels vested in the Company, and to be paid to the said Company of Proprietors of the said Canal, or to their Treasurer or Clerk for the Time being, rendering the Overplus (if any), on Demand, after deducting the reasonable Charges for making such Distress and Sale, and the Costs and Expenses of hearing and determining the Matter in Dispute, to the Treasurer of the Company.

Works of the Company interfering with Midland Railway to be done under Superintendence of their Engineer.

CXLI. All Operations of the Company in, through, or over, or that would in any Manner interfere with the *Midland* Railway or the *Lancashire and Yorkshire* Railway, or any Bridge, Embankment, or Viaduct of either of such Railways, shall be done under the Superintendence and Control and to the Satisfaction of the Engineer for the Time being of the *Midland* Railway Company or of the *Lancashire and Yorkshire* Railway Company, as the Case may be, and before commencing any such Operations the Company shall give Fourteen Days Notice in Writing to the Railway Company whose Bridge, Embankment, or Viaduct would be affected thereby.

Saving Rights of the Midland Railway Company.

CXLII. Nothing in this Act contained shall be held or construed to abridge, defeat, alter, prejudice, or affect any of the Rights, Powers, Privileges, or Authorities of the *Midland* Railway Company, or of the *Lancashire and Yorkshire* Railway Company, or of the Company of Proprietors of the *Bradford* Canal Navigation, or of the Undertakers of the Navigation of the Rivers *Aire* and *Calder*, or of *William Busfeild Ferrand* as Lord of the Manor of *Wilsden* and *Allerton* in the Parish of *Bradford*, or of the Misses *Rawson* as Ladies of the Manor of *Bradford and Manningham*, but all such Rights, Powers, Privileges, and Authorities are hereby expressly reserved.

For Protection of the Bradford Gaslight Company.

CXLIII. If in carrying into execution any of the Powers by this Act granted any Injury or Damage shall be done or committed to any of the Pipes, Branches, Apparatus, Materials, or Things already or hereafter to be laid down by the *Bradford* Gaslight Company for the Purpose of supplying with Gas the said Town of *Bradford* and the Neighbourhood thereof or of any Part thereof, either by removing or disturbing the Ground in, upon, or near to which the same is or are placed, or by the Compression or subsequent settling or lowering of the same at any Time afterwards, or otherwise, the Company shall, at their own Expense, Costs, and Charges within Twenty-four Hours next after Notice in Writing given to them by the said Gaslight Company or their Clerk, cause such Pipes, Branches, Apparatus, Materials, and Things to be well and effectually repaired and amended, and

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and also pay to the said Gaslight Company the Amount of all Damage or Loss which may accrue from the Escape of Gas by reason of any such Injury or Damage; and in default or neglect thereof it shall be lawful for the said Gaslight Company and they are hereby authorized and empowered to cause such Pipes, Branches, Apparatus, Materials, and Things so injured or damaged as aforesaid to be effectually repaired, amended, and made good, and the reasonable Costs and Charges attending the same, together with the Amount of all Damage or Loss which may accrue to the said Gaslight Company from such Escape of Gas as aforesaid, shall be defrayed and paid by the Company or their Treasurer to the said Gaslight Company, the same having been ascertained and settled, in case of Dispute concerning the same, by some Justice not being a Proprietor of any Share in either of the said Companies, which Determination shall be final and conclusive, and the Amount of such Expenses, Damages, and Loss, together with such Costs and Charges as shall be by such Justice allowed, shall be levied and recovered by Warrant of Distress under his Hand and Seal.

CXLIV. The Company shall and they are hereby required to give to the said Gaslight Company, or their Clerk, at least Twenty-four Hours previous Notice in Writing before the said Waterworks Company shall dig or sink any Trench or open any Street or Ground for laying down any Main Pipes under the Powers of this Act near to such Pipes, Branches, Apparatus, Materials, or Things of the said Gaslight Company, which Notice shall state the Time and Place at which the Company intend to commence Operations, the Direction in which they intend to proceed, and that the Company intend to cross or approach the Pipes, Branches, Apparatus, Materials, and Things of the said Gaslight Company or some Part thereof; and in default of such Notice being given, the Company shall forfeit for each Offence the Sum of Twenty Pounds.

Notice to Gas Company before opening Trenches, &c.

CXLV. Nothing in this Act contained shall extend or be construed or deemed to extend to extinguish, abridge, interrupt, prejudice, or affect any of the Rights, Powers, Privileges, or Authorities of the *Bradford Gaslight Company* under or by virtue of an Act of Parliament passed in the Third Year of the Reign of His late Majesty King George the Fourth, intituled *An Act for lighting with Gas the Town of Bradford in the West Riding of the County of York*, or of an Act passed in the Eighth Year of the Reign of Her present Majesty, intituled *An Act to alter the Provisions of an Act for lighting with Gas the Town of Bradford and the Neighbourhood thereof within the Parish of Bradford in the West Riding of the County of York*, or to repeal or annul any of the Provisions thereof respectively.

Saving Rights of the Bradford Gaslight Company.

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Company
not exempt
from 11 & 12
Vict. c. 63.

CXLVI. Nothing in this Act contained shall be taken to exempt the Company from any of the Powers or Provisions of "The Public Health Act, 1848," or any Act amending the same.

Expenses of
Act.

CXLVII. All the Costs, Charges, and Expenses of and incident to the passing of this Act and preparatory thereto shall be paid by the Company.

Short Title.

CXLVIII. This Act shall for all Purposes be sufficiently described or referred to as "The *Bradford Waterworks Act, 1854.*"

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