CHAP. cxxxi.

An Act for making better provision for the supply of Water to a district consisting of the boroughs of Ashton-under-Lyne and Stalybridge and the district of the Dukinfield Local Board of Health, and their respective neighbourhoods; and for other purposes. [14th July 1870.]

A.D. 1870.

WHEREAS the borough of Ashton-under-Lyne, part of and situate within the parish of Ashton-under-Lyne in the county palatine of Lancaster (in this Act called the borough of Ashton), is a municipal borough under the local government of the mayor, aldermen, and burgesses of the borough of Ashton (in this Act called the Corporation of Ashton):

And whereas by the Ashton-under-Lyne Corporation Waterworks Act, 1855, the Corporation of Ashton were empowered to purchase and maintain waterworks and to supply water to the borough of Ashton and its neighbourhood: 18 & 19 Vict. c. lxx.

And whereas the borough of Stalybridge, comprising part of the parish of Ashton-under-Lyne and also parts of the townships of Dukinfield and Stayley in the county palatine of Chester, is a municipal borough under the local government of the mayor, aldermen, and burgesses of the borough of Stalybridge (in this Act called the Corporation of Stalybridge):

And whereas by an Act of the sixth year of the reign of King William the Fourth (chapter fifty-eight, local and personal), "for "better supplying with water the township of Dukinfield in the "county palatine of Chester," the Dukinfield Waterworks Company were incorporated and were empowered to supply water within the township of Dukinfield:

And whereas that company laid mains and pipes and supplied water in that part of the township of Dukinfield which is comprised within the borough of Stalybridge, and also in other parts of that township:

A.D. 1870.

27 & 28 Vict. c. xlvii.

And whereas by the Ashton-under-Lyne and Stalybridge (Corporations) Waterworks Act, 1864, the Corporations of Ashton and Stalybridge were empowered to construct and maintain waterworks for the better supply of water in their respective boroughs and the neighbourhoods thereof, and provision was made for those waterworks being constructed, managed, maintained, and used by those corporations in part jointly and in part separately:

And whereas so much of the township of Dukinfield as is not comprised in the borough of Stalybridge forms the district of a local board of health (in this Act called the Dukinfield Local Board):

And whereas the said Act of 1864 contained provisions under which the Dukinfield Local Board have become proprietors of the part of the undertaking of the Dukinfield Waterworks Company not in the borough of Stalybridge, and the remainder of that undertaking has been transferred to and is vested in the Corporation of Stalybridge:

And whereas it would be of great local advantage if the Corporations of Ashton and Stalybridge and the Dukinfield Local Board (in this Act called the three corporate bodies) were authorised to combine in a system of water supply for the district comprising the boroughs and district of the three corporate bodies and the respective neighbourhoods thereof, and they are willing to undertake the establishment and management of such a system on being authorised to construct works, and being otherwise empowered as in this Act provided:

And whereas it is expedient that provision be made for the combination in the same system of water supply of local boards for some districts within the said intended district, (that is to say,) the local boards for the district of Mossley, the district of Hurst, the district of Stayley, and the district of Upper Mill (in this Act respectively called the Mossley, Hurst, Stayley, and Upper Mill Local Boards):

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

And whereas plans and sections describing the lines, situations, and levels of the intended works, and the lands in or through which the same will be made, and the springs and streams intended to be diverted, and a book of reference to those plans containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of lands, houses, and other property in the line of the intended works, or within the limits of deviation as defined on the plans, and describing those lands, have been deposited with the respective clerks of the peace for the west riding of the county of York, and for the counties palatine of Lancaster and Chester (which

respectively are in this Act referred to as the deposited plans, sections, and book of reference):

And whereas the intended reservoirs shown on the deposited plans are named thereon as follows; (that is to say,) Yeoman Hey reservoir, Greenfield reservoir, Chew reservoir, Dob Cross reservoir, Mossley reservoir, Dirt Farm reservoir, and Hazlehurst reservoir, and the same or some of them are in this Act referred to by the same respective names:

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

Short title.

1. This Act may be cited as The Ashton-under-Lyne, Stalybridge, and Dukinfield (District) Waterworks Act, 1870.

Provisions of general Acts herein named incorporated.

2. The following Acts and parts of Acts (as far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act) are hereby incorporated with this Act; (namely,) the Lands Clauses Consolidation Act, 1845, and the Lands Clauses Consolidation Acts Amendment Act, 1860; the Waterworks Clauses Acts, 1847 and 1863, except the provisions with respect to the amount of profit to be received by the undertakers when the waterworks are carried on for their benefit; the provisions of the Railways Clauses Consolidation Act, 1845, with respect to the temporary occupation of lands near the railway during the construction thereof; the provisions of the Commissioners Clauses Act, 1847, described in the first schedule to this Act.

Interpretation of terms.

3. Terms to which meanings are assigned in Acts incorporated wholly or in part with this Act, or which have therein special meanings, have in this Act the same respective meanings; and in this Act and (for the purposes of this Act) in Acts incorporated wholly or in part with this Act and in the Company's former Acts the term "court of competent jurisdiction" shall have effect as if the debt or demand with respect to which it is used was a common simple contract debt, and not a debt or demand created by statute; and the term "superior courts" shall include courts of competent jurisdiction within the meaning of this Act.

Effect of schedules.

4. The schedules to this Act shall be read and have effect as part of this Act.

Constitution and incorporation of joint committee.

5. There shall be a joint committee of the three corporate bodies for the purposes of this Act constituted and regulated as provided in the second schedule to this Act, and the members of that com-

A.D. 1870.

mittee for the time being shall be and are hereby incorporated for the purposes of this Act by the name of The Ashton-under-Lyne, Stalybridge, and Dukinfield (District) Waterworks Joint Committee, and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Appointment of standing arbitrator.

6. The three corporate bodies shall before the thirty-first day of January in each year, by writing under their respective common seals, appoint a standing arbitrator and fix the remuneration to be paid to him, and in case they fail to do so a standing arbitrator shall in or after the month of March next following such failure be from time to time, on the application of either of the three corporate bodies, appointed by the Board of Trade, by writing under the hand of their secretary, and the Board of Trade shall fix the remuneration to be paid to the arbitrator appointed by them, which remuneration shall be paid by the joint committee.

Removal of standing arbitrator.

7. Any such standing arbitrator may be removed from his office by the three corporate bodies jointly, by writing under their respective common seals, or on the representation of either of them by the Board of Trade, by writing under the hand of the secretary to the board.

Appointment of standing arbitrator on vacancy.

8. If any such standing arbitrator during his year of office dies or resigns or is removed from office, the three corporate bodies shall in manner aforesaid, within one month after notice of such death or resignation, or after such removal, appoint another standing arbitrator in his place, and in default a standing arbitrator shall be appointed by the Board of Trade in manner aforesaid.

Duration of office of standing arbitrator appointed on casual vacancy.

9. Every standing arbitrator appointed to supply a casual vacancy shall continue in office so long only as the person in whose place he is appointed would have been entitled to continue in office.

Reference to standing arbitrator.

10. If any difference respecting any matter connected with the execution of any of the powers of this Act at any time arises among the three corporate bodies, or between any two of those bodies, the same shall stand referred to the standing arbitrator, and the standing arbitrator shall proceed with the reference in any such matter on the request in writing of any of the three corporate bodies.

Continuance of reference pending.

11. If any reference is pending before the standing arbitrator at the time when he goes out of office, the same shall, on the request in writing of any of the three corporate bodies, be proceeded with by him, and his decision shall have the like effect as if he had continued standing arbitrator.

Decision of arbitrator binding.

12. The decision of the standing arbitrator on any question referred to him by or under this Act shall be binding.

Review of previous decision.

13. The standing arbitrator for the time being shall, on the request in writing of either of the three corporate bodies, review any previous decision, but any alteration of such decision shall have a prospective operation only, and shall not affect anything done or suffered under the decision reviewed.

Power to make works and take lands, &c.

14. Subject to the provisions of this Act, the Joint Committee may make and maintain, in the lines or situations and according to the levels shown on the deposited plans and sections, the reservoirs, aqueducts, conduits, lines of pipes, roads, alterations, deviations, diversions, and other works shown on the deposited plans, with all necessary or proper approaches, works, and conveniences connected therewith, and may enter on, take, and use such of the lands described in the deposited plans and book of reference as they require for that purpose, and may stop up all roads and ways within the limits of deviation defined on the deposited plans which are shown thereon as intended to be stopped up, and may appropriate for purposes of this Act the sites of roads and ways so stopped up.

Power to take water.

15. Subject to the provisions of this Act, the Joint Committee may take, divert, appropriate, and use for the purposes of the works and supply authorised by this Act the waters of the springs, streams, or brooks known as the Greenfield Brook, Fox Spring, Far Warmsey Clough, Near Warmsey Clough, Far Rough Clough, Near Rough Clough, Gragy Clough, Far Deep Clough, Near Deep Clough, Dovestone Clough, Black Chew Grain, Bird Grain, North Clough, Green Grain, Dry Clough, South Clough, Chew Brook, Chew Clough, Small Clough, Chew Wells, Great Gruff, Little Clough, Bower Clough, Totty Spring, Charnel Clough, Rams Clough, Little Clough (all being tributaries of the river Tame in the west riding of the county of York), or any of them, and (except as expressly otherwise provided by this Act) all other waters which may be met with or intercepted by the works, or which may be found in, on, or under any lands shown on the deposited plans and described in the deposited book of reference, and acquired by the Joint Committee under this Act.

Protecting Manchester Corporation Waterworks.

16. Where the conduit from the intended Chew reservoir to the existing Walker Wood reservoir will intersect any lands the waters of which at present flow to the Manchester Corporation Waterworks, such conduit shall be a water-tight cast-iron pipe, so constructed that no waters so flowing as aforesaid shall be diverted; and such conduit shall be constructed, and all works connected

A.D. 1870.

therewith be executed, so far as the same may pass through any such lands, to the satisfaction of and in accordance with plans to be approved of in writing by the engineer of the Manchester Corporation, or, in case of dispute, in accordance with such plans as shall be determined by two justices: Provided always, that if the engineer of the Manchester Corporation fail to attend at the time fixed for the construction or laying down of such conduit or pipe, after such corporation shall have had fourteen clear days notice of the intention of the Joint Committee, or their engineer or contractor, to construct or lay down such conduit or pipe as aforesaid, or shall not propose any plan for constructing or laying down the same, or shall refuse or neglect to superintend the operation, the Joint Committee, or their engineer or contractor, may perform the work specified in such notice without the superintendence of the engineer of the Manchester Corporation.

Tunnel in Greenfield Valley.

17. The waters of the Holme Clough and the Birchen Clough, where they now join the Greenfield Brook, shall be diverted by means of the tunnel and conduit shown on the deposited plans, and conveyed into the Greenfield Brook at the junction of that brook and Dovestone Clough.

Limits of lateral deviation.

18. In the construction of the works authorised by this Act the Joint Committee may deviate laterally from the lines thereof as shown on the deposited plans to the extent of the limits of lateral deviation marked thereon, but not further, except with the consent of the owner of the lands in which a deviation is made.

Limits of vertical deviation.

19. In the construction of the works authorised by this Act the Joint Committee may deviate vertically from the levels shown on the deposited sections, in the case of reservoirs to any extent not exceeding five feet, and in the case of other works to any extent not exceeding seven feet.

Temporary occupation of lands.

20. The provisions with respect to the temporary occupation of lands incorporated with this Act shall apply only to the reservoirs authorised by this Act and the works immediately connected therewith, and for the purposes of this Act those provisions shall be read as if reservoirs and works were therein mentioned instead of the railway, and the boundaries of reservoirs and works instead of the centre of the railway.

Period for completion of works.

21. If the reservoirs and works authorised by this Act are not completed within fifteen years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Joint Committee for executing the works not so completed, or in relation thereto, shall cease to be exercised, except as to so much

thereof as is then completed; but nothing herein shall restrict the Joint Committee from extending, enlarging, altering, or removing any of their engines, machinery, mains, or pipes, or improving their supply of water, at any time and from time to time, as occasion requires.

Period for compulsory purchases limited.

22. The powers of the Joint Committee for the compulsory purchase of lands under this Act may be exercised at any time within five years from the passing of this Act.

Power to take additional lands by agreement.

23. The Joint Committee may from time to time, for purposes of their undertaking, purchase by agreement any lands (in addition to lands which they are authorised to take by compulsion), and may hold the same, not exceeding in the whole at one time fifty acres.

Power to agree for easements, &c.

24. The Joint Committee may take by agreement, and any person by the Lands Clauses Consolidation Act, 1845, or otherwise, enabled to sell lands may grant to them, any term, estate, easement, interest, right, or privilege in, over, affecting, or belonging to lands (not being a term, estate, easement, interest, right, or privilege in or of water), at a yearly rent or otherwise; but in the case of a person not enabled otherwise than by the Lands Clauses Consolidation Act, 1845, to sell lands, then subject and according to the provisions relative to the taking of lands by agreement contained in that Act and the Lands Clauses Consolidation Acts Amendment Act, 1860, for which purpose any such term, estate, easement, interest, right, or privilege shall be deemed lands within the meaning of those Acts.

Reservation of water rights, &c., on sale.

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

Compensation water in respect of Greenfield Brook.

26. As compensation for the taking of such waters by this Act authorised to be taken as at the passing of this Act directly or derivatively flow or proceed into the Greenfield Brook above its junction with the Chew Brook, the Joint Committee shall, before taking any portion of those waters for the supply of the inhabitants within the limits of this Act, cause to flow from some one or more of the reservoirs to be constructed under this Act, and to be discharged into the Greenfield Brook at some convenient point within one hundred yards down its course from the foot of the embankment of

A.D. 1870.

the Yeoman Hey reservoir, two hundred and seven cubic feet of water per minute on the days and during the hours herein-after mentioned.

Compensation water as to Chew Brook.

27. As compensation for the taking of such waters by this Act authorised to be taken as at the passing of this Act directly or derivatively flow into the Chew Brook above the embankment of the Upper Chew reservoir, the Joint Committee shall, before taking any portion of those waters for the supply of the inhabitants within the limits of this Act, cause to flow from some one or more of the reservoirs to be constructed under this Act, and to be discharged into the Greenfield Brook at the said point below the Yeoman Hey reservoir, one hundred and forty-seven cubic feet of water per minute on the days and during the hours herein-after mentioned.

Further compensation water as to Chew Brook.

28. As compensation for the taking of such waters by this Act authorised to be taken as at the passing of this Act directly or derivatively flow or proceed into the Chew Brook below the embankment of the Upper Chew reservoir, the Joint Committee shall, before taking any portion of those waters for the supply of the inhabitants within the limits of this Act, cause to flow from some one or more of the reservoirs to be constructed under this Act, and to be discharged into the Greenfield Brook at the said point below the Yeoman Hey reservoir, one hundred and fifty-nine cubic feet of water per minute on the days and during the hours herein-after mentioned.

As to supply of compensation water.

29. The several quantities of compensation water of 207 cubic feet, 147 cubic feet, and 159 cubic feet, mentioned respectively in the three last preceding sections, shall be respectively discharged in a regular, equal, constant, and continuous supply during twelve hours of each of the working days in the year as herein-after defined, except Saturdays, and during seven hours of each Saturday of such working days, commencing in each case at five o'clock in the morning.

Definition of working days.

30. The working days in every year which are herein-before referred to shall be those which remain after excluding Sundays, Good Friday, Christmas Day, the Friday and Saturday in Whitsun week, the first Saturday in each year, and the Friday next before such first Saturday.

Gauges to be erected.

31. The Joint Committee shall construct and for ever after maintain suitable measuring gauge or gauges over or through which the said respective quantities of water shall flow, and the same shall be open to the inspection and examination of the owners and occupiers of the several present and future mills, works, and navigations

interested therein, down to and including the works of Messrs. Bradshaw, Hammond, and Company at Reddish, or of the agents of such respective owners and occupiers specially appointed in that behalf.

As to Corporation of Stockport.

32. It shall be lawful for the mayor, aldermen, and burgesses of the borough of Stockport, by themselves, their agents, officers, and servants, authorised in writing, to have access at all times to the said gauge or gauges for the purpose of measuring and gauging the quantity of water from time to time passing through or over the same.

Water supply to be compensation to mill-owners, &c.

33. The respective quantities of water aforesaid shall be deemed to be full compensation to all persons interested in the waters of the Greenfield and Chew Brooks respectively for and in respect of the water abstracted under the powers of this Act from those brooks respectively.

Penalty on failure to supply the stipulated quantity of water.

34. In case the Joint Committee shall wilfully or, after written notice, negligently fail to discharge the quantity of water required as aforesaid to be discharged from and out of the said reservoirs, some or one of them, such committee shall, for and during every day on which such failure shall occur, forfeit and pay, by way of penalty, to the occupier or occupiers of any of the mills and works which shall be affected thereby, and the occupier or occupiers of which shall actually have received damage and incurred loss by reason of such failure (such mills or works not being lower down than Scout Mill at Mossley), the sum of ten pounds, and the Joint Committee shall also forfeit and pay, by way of penalty, for every day on which such failure as aforesaid shall occur the further sum of ten pounds, to be sued for on the information or complaint of or by the town clerk or other legal officer of the Corporation of Stockport, such respective penalties to be recovered in the manner in which penalties not otherwise provided for are directed to be recovered by "The Waterworks Clauses Act, 1847."

Compensation for bursting of reservoirs, &c.

35. The Joint Committee shall and they are hereby required from time to time, and at all times hereafter, to pay and make good to the owners, lessees, and occupiers of all mills, manufactories, dwelling and other houses, cottages and other buildings now erected or in the course of erection over, upon the banks of, or near the said Greenfield Brook, Dove Stone Clough Brook, and Chew Brook, and the river Tame, down to and including Scout Mill at Mossley, or which may hereafter be erected in proper and reasonable situations down to Scout Mill aforesaid, and of all lands adjoining or near to the said brooks and river respectively, all loss, costs, charges, sum and sums of money, damages, and expenses whatsoever, and for all

A.D. 1870.

injury of what nature and kind soever, which such owners, lessees, or occupiers may suffer, incur, pay, expend, or be put unto by reason or in consequence of the failure or giving way of the reservoirs, embankments, watercourses, or other works of the Joint Committee; provided that this section shall not prejudice or impair the rights or remedies of the owners, lessees, and occupiers of property below Scout Mill by reason or in consequence of the matters aforesaid.

As to Greenfield and Waterside Mills.

36. Whereas the quantity of water of the Greenfield and Chew Brooks which is now daily used and enjoyed by the owners and occupiers of the mills and works at Greenfield known as the Greenfield Mills, and by the owners and occupiers of the mills and works at Greenfield known as the Waterside Mills, exceeds the quantities of compensation water which by this Act the Joint Committee are required to cause to flow daily into the said two brooks: Therefore, notwithstanding anything in this Act, in addition to providing the respective quantities of water aforesaid, the Joint Committee shall, before taking or appropriating any of the waters of either of the said two brooks, pay to the said owners and occupiers respectively such sums of money as shall in each case be reasonable compensation (in addition to the quantities of water aforesaid) for diversion of the waters of the Greenfield and Chew Brooks from the mills and works aforesaid, which respective sums of money in case of dispute shall be settled by arbitration in manner provided by "The Lands Clauses Consolidation Act, 1845," in cases of disputed compensation.

Preserving certain rights of water of the Manchester, Sheffield, and Lincolnshire Railway Company.

37. And whereas the Manchester, Sheffield, and Lincolnshire Railway Company, as the owners of the Manchester, Ashton-under-Lyne, and Oldham Canal, are entitled to take into their said canal, for the purpose of supplying the same with water for navigating boats, barges, and other vessels thereon, but for no other purpose, the waters of the river Tame, after the water in such river shall have flowed over the side gauge weir near Dukinfield Old Mill, mentioned in the Act, for making the navigable canal from Manchester to or near Ashton-under-Lyne and Oldham, in the county of Lancaster: And whereas under the powers of this Act the waters now supplying the said canal will be diverted therefrom, and the said railway company is therefore interested in the compensation water herein-before provided: Therefore the Manchester, Sheffield, and Lincolnshire Railway Company shall have and in respect of their said canal be entitled to all the benefit and advantage, rights, and remedies of the provisions of this Act in respect of the waters directed to be discharged out of the compensation reservoirs, in the same manner as any other company or any person or persons interested in the waters of the Greenfield and Chew Brooks.

Works affecting railway and canal of London and North-western Railway Company to be constructed to the satisfaction of their engineer.

38. Whenever the Joint Committee in the execution of the powers of this Act shall require to lay down, alter, or replace any mains or pipes upon, through, over, across, or under, or to construct any works affecting the railway or canal belonging to the London and North-western Railway Company, or the works or conveniences thereto appertaining, or upon any lands of the London and North-western Railway Company, such mains or pipes shall be laid and such works constructed to the reasonable satisfaction of the engineer for the time being of that company, and according to plans previously approved by such engineer and the engineer of the Joint Committee, in such manner as shall in case of difference be settled by arbitration in manner provided by "The Railways Clauses Consolidation Act, 1845," with respect of the settlement of disputes by arbitration.

Works of the Joint Committee affecting railway and canal of the London and North-western Railway Company to be kept in good repair.

39. All the works of the Joint Committee over, under, across, or through the said canal or railway, or any bridge, culvert, sewer, or drain belonging to the said London and North-western Railway Company shall be kept by the Joint Committee in good repair to the reasonable satisfaction of the engineer of that company, and if for seven days after notice in writing from that company to the Joint Committee of any of those works being out of repair the Joint Committee do not commence such repairs and complete the same with reasonable despatch the said railway company may execute such repairs, and may recover the charges and expenses thereof from the Joint Committee.

Limiting compulsory power to purchase lands or easements of London and North-western Railway Company.

40. It shall not be lawful for the Joint Committee, without the consent of the London and North-western Railway Company in writing under their common seal, to purchase, take, or interfere with any works belonging to that company, or any lands necessary for or immediately connected with such works, or any estate, right, easement, privilege, power, or authority whatsoever in, over, or upon any such lands or works, except such easements as may be necessary for constructing, laying down, examining, regulating, cleansing, maintaining, renewing, and keeping in good repair, order, and condition, the works shown upon the deposited plans, and the company shall grant such easement.

Penalty for obstructing the railway, canal, or towing-path belonging to London and

41. If by reason of or in execution of the works of the Joint Committee, or for the want of repair of such works, the said railway or canal, or the towing-path of the said canal, shall be so obstructed that boats, barges, or other vessels, or the horses drawing the same, shall not be able freely to pass along the said canal or towing-path,

A.D. 1870.

North-western Railway Company.

or if the traffic of the said canal along the same as heretofore, or the traffic of the said railway, shall be obstructed, the Joint Committee shall pay to the said London and North-western Railway Company as damages fifty pounds for every day during which such obstruction shall continue.

Reservation of right of sporting on reservoirs to Earl of Stamford.

42. Notwithstanding anything contained in or done under this Act or any Act incorporated herewith, the Right Honourable George Harry Earl of Stamford and Warrington, lord of the manor of Ashton-under-Lyne, his heirs and assigns, lords of the said manor for the time being, shall at all times have for himself and themselves, and his and their keepers, exclusive right of entering on and angling in and shooting over the several reservoirs, called Mossley reservoir, Dirt Farm reservoir, and Hazelhurst reservoir, by this Act authorised, and of keeping a boat thereon and of using the said boat thereon for the purposes aforesaid, which rights shall extend to the steward for the time being of the said Earl, his heirs and assigns, lords as aforesaid, and to such friends of the said Earl, his heirs or assigns, lords as aforesaid, or of his or their steward for the time being, as may accompany the said Earl, his heirs or assigns, lords as aforesaid, or such steward, so nevertheless that in the exercise of the powers in this section mentioned they do not injure the embankment of any of those reservoirs, or wilfully do any act whereby the water therein will be fouled: Provided that nothing herein contained shall prevent the Joint Committee from emptying the said reservoirs respectively for the purpose of cleansing the same, or for the purpose of alterations or repairs, and that if at any time there shall be in the opinion of the engineer of the Joint Committee too great a quantity of fish in any of the reservoirs for the purity of the water therein, the Joint Committee may take such steps as may be necessary for diminishing the quantity of fish therein.

For protection of certain landowners.

43. The following provisions shall be in force for the protection of the estate of John Lees, James Lees, and Joseph Lees (herein-after called Messieurs Lees), which expression shall include their sequels in title, situate in the township of Saddleworth in the county of York, and for the protection of the joint and several estates of Ralph Radcliffe Whitehead and William Jackson Rideout, Esquires, (who are herein-after called Messieurs Whitehead and Rideout), in which expression are included their sequels in title, and also for the protection of the owners for the time being of the Ashway Gap estate, belonging or reputed to belong to the trustees of the late James Platt, Esquire; and when in this enactment the expression "the said owners" is used it shall mean and include Messieurs Lees,

Messieurs Whitehead and Rideout, and the said owners of the Ashway Gap estate:

(*a.*) All private roads and other means of access to the works of the Joint Committee on the lands of the said owners, and all fences and gates, shall be made and maintained by the Joint Committee to the reasonable satisfaction of the said owners:

(*b.*) Previously to the Joint Committee commencing to do any work, or to enter on any lands of the said owners respectively, they shall give to them two calendar months notice in writing of such their intention, and all inclosed lands taken by the Joint Committee for the purpose of reservoirs shall be fenced by stone walls not less than six feet high, or by such other suitable fence as the nature of the land may require:

(*c.*) All private telegraphs to be constructed by the Joint Committee on, adjoining to, or through the estate of the said owners shall be constructed underground:

(*d.*) Any difference which may arise between the Joint Committee and the said owners respectively concerning any of the matters contained in this enactment shall from time to time be settled by the arbitration of some person to be appointed by agreement between the parties in difference, or if they fail to agree, upon an arbitrator to be appointed by the recorder of Manchester for the time being.

For protection of Ashway Gap House and estate.

44. And whereas the Joint Committee, by means of the tunnel and conduit numbered 8 on the deposited plans, will divert and bring into the Dove Stone Clough Brook the whole of the waters of the Holme Clough Brook and the Birchin Clough Brook at a point above Ashway Gap House, and the increase of the streams flowing down the Dove Stone Clough may, especially in times of flood, be attended with danger to that house and to the Ashway Gap estate: Therefore the Joint Committee shall from time to time, and at all times hereafter, save harmless and keep indemnified the owners, lessees, and occupiers of the said house and estate respectively from all loss, damage, or injury, costs, charges, or expenses which they or any of them may sustain, incur, or be put unto by reason of the overflowing of the said Dove Stone Clough Brook, or of the insufficiency of that clough, or of the said tunnel or conduit No. 8 aforesaid to carry off the waters flowing down the same respectively.

As to supply with water for Ashway Gap estate.

45. The Joint Committee shall and they are hereby required at their own expense to provide for the supply of water to the Ashway Gap estate, belonging or reputed to belong to the trustees of the late James Platt, Esquire, from the Dove Stone Clough Brook, by

A.D. 1870.

fixing and maintaining a stone cistern of not less than three feet square inside at some convenient spot near the said brook, and at an elevation not less than the highest part of Ashway Gap House, which cistern shall be kept by the Joint Committee constantly filled with water, and such cistern may be connected by the owners of the said estate with a pipe of one inch and a half in diameter for the purpose of supplying the said estate, including all present and future buildings thereon, with water.

As to crossing over Greenfield Brook, &c.

46. The Joint Committee shall make a convenient crossing over the Greenfield Brook between the Greenfield and Yeoman Hey reservoirs, or any watercourse which they may construct between the said reservoirs, and also over the Dove Stone Clough Brook, and the proprietor of any land on both sides of the said brooks or of any open watercourse constructed under the powers of this Act, and also the proprietors of land on each side of the said brooks or watercourse, with their common consent, and subject to the reasonable regulations of the Joint Committee, may construct foot crossings over the said brooks or watercourse.

Reserving right of fishing, &c.

47. Notwithstanding anything contained in or to be done under this Act or any Act incorporated herewith, the owners of land adjoining the impounding reservoirs and other works, and whose land shall have been taken for the purposes thereof, shall by themselves, or any person authorised by special order under the hand of any of them, at all seasonable times have the exclusive right of fishing, shooting, and sporting in, over, and upon the said reservoirs and other works respectively, and may keep and use a boat for these purposes, but so that there shall be only one such boat on each of such reservoirs, and may construct and keep a boat-house or shed on the side of those reservoirs respectively, so nevertheless that in the exercise of the powers in this section mentioned they do not injure the embankment of any of those reservoirs, or wilfully do any act whereby the water therein will be fouled: Provided that nothing herein contained shall prevent the Joint Committee from emptying the said reservoirs respectively for the purpose of cleansing the same, or for the purpose of alterations or repairs, and that if at any time there shall be in the opinion of the engineer of the Joint Committee too great a quantity of fish in any of the reservoirs for the purity of the water therein, the Joint Committee may take such steps as may be necessary for diminishing the quantity of fish therein.

Proportions of capital.

48. The three corporate bodies shall contribute to the capital required for the purposes of this Act in the following proportions, (that is to say,) the Corporation of Ashton shall contribute seven

fifteenths, the Corporation of Stalybridge five fifteenths, and the Dukinfield Local Board three fifteenths thereof.

Joint Committee may make calls.

49. The Joint Committee may from time to time make on the three corporate bodies respectively such calls of money in respect of the amount to be contributed by them under this Act as the Joint Committee think fit, and may appoint the persons to whom and the times and places at which the calls are to be paid, giving at least twenty-eight days notice in writing of each call before the day fixed for payment thereof; but a call shall be deemed to be made at the time when a resolution of the Joint Committee making the same is passed.

Interest on calls in arrear.

50. If on or before the day appointed for payment of any call either of the three corporate bodies does not pay the amount thereof to which that body is liable, then that body shall pay for the same while in arrear interest at such rate not exceeding eight pounds per centum per annum as the Joint Committee appoint.

Recovery of calls in arrear.

51. If at the time appointed by the Joint Committee for the payment of any call either of the three corporate bodies fails to pay the amount of the call the Joint Committee may sue that body for the amount thereof, and may recover the same and the interest thereon from the day on which the call was payable.

Power to corporate bodies to borrow.

52. Each of the three corporate bodies (independently of any other borrowing power) may from time to time by virtue of this Act borrow at interest on the following respective securities; (namely,) as regards each of the three corporate bodies on the security of their respective revenues to be derived under this Act, and as regards the Ashton and Stalybridge Corporations on the security of their respective borough funds and borough rates, and as regards the Dukinfield Local Board on the security of their district fund account and general district rates, such money as they respectively think requisite, not exceeding in the whole the following respective sums; (namely,) as to the Corporation of Ashton the sum of one hundred and sixty-eight thousand pounds, as to the Corporation of Stalybridge the sum of one hundred and twenty thousand pounds, and as to the Dukinfield Local Board the sum of seventy-two thousand pounds, and may respectively mortgage their revenues aforesaid, and borough funds and borough rates and district fund account and general district rates, to secure the repayment of the money so borrowed, with interest accordingly, and all money so borrowed shall be applied only for purposes authorised by this Act.

Power to include money re-

53. The three corporate bodies respectively, in estimating the amount required to be raised by means of borough rates or general

A.D. 1870.

quired in borough or general district rates.

district rates (as the case may be) for the purposes of their respective boroughs and district, and in making such rates, shall include the money required by them for the purposes of this Act in one and the same rate or assessment as the money authorised by the Acts relating to municipal corporations, or by the Local Government Act, 1858, to be levied by means of borough rates or general district rates, and shall collect the same as part thereof, as if the same were expressly charged by those Acts respectively on those rates, and the three corporate bodies respectively may make any such borough rates or general district rates (as the case may be) payable by half-yearly, quarterly, or other instalments, as they think fit.

Priority of mortgages.

54. Nothing in this Act shall prejudice or affect any mortgages, debentures, or other securities on the property, funds, rates, or revenue of the three corporate bodies respectively existing at the passing of this Act, and the same shall have priority over any mortgages, debentures, or securities on the same property, funds, rates, or revenue granted under this Act.

Arrears may be enforced by appointment of a receiver.

55. The mortgagees under this Act of the three corporate bodies respectively may enforce payment of the arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver, and in order to authorise the appointment of a receiver in respect of principal, or principal and interest, the amount owing to the mortgagees applying for a receiver shall be not less than ten thousand pounds.

Transfer of existing works to Joint Committee.

56. As soon as by means of any work authorised by this Act any water by this Act authorised to be taken is available for the supply of the inhabitants within any part of the limits of this Act, the separate waterworks undertakings of the three corporate bodies respectively, and the joint waterworks undertaking of the Corporations of Ashton and Stalybridge, with all real and personal property, powers, rights, and interests of the three corporate bodies respectively held by or vested in them for the purposes of those undertakings, or in relation thereto, shall be by virtue of this Act transferred to and vested in the Joint Committee, to be carried on, held, used, exercised, and enjoyed by them for the purposes and according to the provisions of this Act, and, subject thereto, as the same would or might have been carried on, held, used, exercised, and enjoyed by the three corporate bodies respectively if this Act had not been passed (which transfer is in this Act referred to as the transfer).

Valuations of existing works, &c.

57. On the transfer, valuations shall be made of the separate waterworks undertakings of the three corporate bodies respectively

and of the joint waterworks undertaking of the Corporations of Ashton and Stalybridge, and the aggregate amount of such valuations shall be deemed part of the capital required for the purposes of this Act, and the respective amounts of such valuations shall be credited to the three corporate bodies respectively as parts of the proportions of capital contributable by them under this Act.

Refunding of excess of contribution.

58. If on the making of such valuations, and the crediting of the amounts thereof as aforesaid, it appears that the amount contributed to capital under this Act by any of the three corporate bodies exceeds the amount properly contributable by that body, the excess shall be refunded to that body by the other or others of them, and the Joint Committee shall make such calls as may be requisite in that behalf on such other or others accordingly; and the provisions of this Act relative to calls for contribution to capital shall apply in that case, and the borrowing powers by this Act conferred on the three corporate bodies respectively shall in that case be by virtue of this section enlarged so as to authorise the borrowing by them respectively of such money as may be requisite for meeting calls made under this section.

Reference of dispute to standing arbitrator.

59. If any difference arises among the three corporate bodies respecting the time at which such valuations as aforesaid are to be made, or the mode of valuation, or the appointment of valuers, or otherwise respecting any matter connected with such valuations, the same shall stand referred to the standing arbitrator.

Repeal of Acts in schedule, with exceptions.

60. On the transfer the Acts described in the third schedule to this Act shall be by virtue of this Act repealed, subject to the provisions of this Act, and with the exception of the sections set forth in the fourth schedule to this Act, which sections as far as they respectively are in force at the transfer shall remain in force as if this Act had not been passed, the Joint Committee being only substituted in and in relation thereto respectively for the three corporate bodies respectively, and this repeal or anything in this Act shall not prejudicially affect any estate, right, or interest protected or preserved by any of those sections; but nothing in this Act shall extend to any work or water by this Act authorised to be made or taken, any provision of any of those sections, excepting in the cases by this Act specially provided.

Existing works may be maintained and used.

61. Notwithstanding the repeal of the said Acts, the Joint Committee may, subject to the provisions of this Act, maintain the works of the three corporate bodies respectively, and extend from time to time the mains and pipes laid by them respectively, and use those works, mains, and pipes for the supply of water within the limits

A.D. 1870.

of this Act, and the Joint Committee shall in respect of those works, mains, and pipes, and the maintenance and future use, regulation, and enlargement thereof, have the powers and be subject to the provisions of this Act and the Acts incorporated wholly or in part with this Act.

Conveyances, mortgages, &c. to remain in force.

62. Notwithstanding the repeal of the said Acts, all purchases, sales, conveyances, grants, assurances, leases, mortgages, bonds, contracts, agreements, securities, and other acts and things before the transfer made, entered into, executed, or done under or by virtue of the said Acts respectively, or with reference to the purposes thereof respectively, shall be as good, valid, and effectual to all intents for, against, and with reference to the Joint Committee as they would have been for, against, or with reference to the three corporate bodies respectively if the said Acts had not been repealed, and may be proceeded on and enforced accordingly, the Joint Committee only being substituted in or in relation thereto respectively for the three corporate bodies respectively, save that all mortgages and securities under any of the said Acts shall remain charged on the borough fund, borough rates, district fund account, and general district rates, or other fund, rates, or security on which they are charged at the transfer as if this Act had not been passed, and that all mortgagees and others claiming under such mortgages and securities shall have the same rights and remedies in respect thereof as if this Act had not been passed.

Actions, &c. not to abate.

63. Notwithstanding the repeal of the said Acts, any action, suit, prosecution, or other proceeding commenced by or against the three corporate bodies respectively before the transfer shall not abate or be discontinued or be prejudicially affected by this Act or by the transfer, but on the contrary shall continue and take effect both in favour of and against the three corporate bodies respectively as if this Act had not been passed; and proceedings for all offences against the provisions of the said Acts, or either of them, or any byelaws thereunder, committed before the transfer may be commenced and prosecuted, and all penalties incurred by reason of such offences may be sued for, in like manner in all respects as if the said Acts had not been repealed.

Rates or rents to continue in force.

64. Notwithstanding the repeal of the said Acts, all rates, rents, and charges which have been made, charged, or imposed under the said Acts respectively, and which at the transfer are due, or if this Act had not been passed would have accrued due, shall continue in force and be due and payable, and may be collected, recovered, or enforced as if this Act had not been passed.

Existing debts, &c. to be paid.

65. Notwithstanding the repeal of the said Acts, all persons who immediately before the transfer owe any money to the three corporate bodies respectively, or to any person on their behalf, shall pay the same with all interest (if any) due or to accrue due for the same, and the same shall be recoverable as if this Act had not been passed, and all debts and money which immediately before the transfer are due or owing by or recoverable from the three corporate bodies respectively, or for the payment of which they respectively are or but for this Act would be liable, shall, with all interest (if any) due or to accrue due thereon, be paid by or be recoverable from them, and all securities for the same shall continue in force as if this Act had not been passed.

Byelaws, &c. to remain in force.

66. Notwithstanding the repeal of the said Acts, all byelaws, rules, regulations, and orders made under the said Acts, or any of them, shall continue in force for six months after the transfer, or until the same are sooner repealed, altered, or varied under this Act, and from the transfer the same may be enforced, and all penalties and forfeitures thereby imposed and incurred after the transfer may be recovered and shall be applied as if this Act had not been passed, the Joint Committee being only substituted in and in relation thereto respectively for the three corporate bodies respectively.

Benefits under other Acts preserved.

67. Notwithstanding the repeal of the said Acts, all provisions in favour of the three corporate bodies respectively as regards their respective undertakings comprised in the transfer being contained in any Act other than the said repealed Acts, and being in force immediately before the transfer, shall continue in force, and the Joint Committee, their officers and servants, shall be entitled to and may have, exercise, and enjoy by virtue of those provisions all rights, interests, powers, authorities, and privileges which the three corporate bodies were entitled to and might have exercised and enjoyed by virtue of those provisions.

Books to be evidence.

68. Notwithstanding the repeal of the said Acts, all books and other documents which are by those Acts, or either of them, directed or authorised to be kept, made, or executed, and which if this Act had not been passed would be receivable in evidence, shall be admitted in evidence in all courts of law and equity and elsewhere in favour of or against the three corporate bodies respectively and the Joint Committee (as the case requires) in like manner as the same would or might have been admitted in favour of or against the three corporate bodies respectively if this Act had not been passed.

Limits of Act.

69. The limits of this Act for the supply of water shall be the parishes, townships, and places described in the fifth schedule to this Act.

Definition of contributory district.

70. The boroughs of Ashton and Stalybridge and the district of the Dukinfield Local Board shall for the purposes of this Act constitute the contributory district.

Water rents.

71. The Joint Committee may take for a supply of water for domestic purposes within the contributory district water rents not exceeding those specified in the sixth schedule to this Act, and may take for a supply of water for domestic purposes outside the contributory district water rents one fourth higher than those for the time being taken within the contributory district.

Ascertainment of value of property.

72. For the purposes of water rents under this Act the actual amount of rent paid for the property supplied, where the property is let at a rackrent, and the amount thereof can be ascertained, but otherwise the gross annual value of the property as assessed to the poor rate, shall be taken as the annual value of the property.

Ascertainment of water rents within district.

73. Any person supplied by the Joint Committee with water for domestic purposes outside the contributory district may at any reasonable time, in order to ascertain the water rents for the time taken by the Joint Committee within the contributory district, inspect the books of the Joint Committee on payment of a fee not exceeding one shilling for each inspection.

Provision respecting constant pressure.

74. Water supplied under this Act need not be constantly laid on under pressure.

Level at which supply compulsory.

75. The Joint Committee shall not be bound to supply water in any case at a level above that at which water can be supplied by gravitation from the service reservoir from which the supply is furnished.

Water for other than domestic purposes.

76. The Joint Committee may supply any person with water for other than domestic purposes on such terms as they and he agree on, but (notwithstanding any such agreement) no person shall be entitled to such a supply whenever and as long as the Joint Committee are of opinion that the same would interfere with the proper supply of water for domestic purposes under this Act, and every such agreement shall be by virtue of this Act determinable by the Joint Committee on three months notice in writing.

Application of net income, and provision for deficiency.

77. The income of the Joint Committee, after payment thereout of the working and establishment expenses of the Joint Committee and the cost of maintenance of their works, shall be divided and paid by them at such times as they think fit among and to the three cor-

porate bodies respectively in proportion to the amount of capital contributed by them respectively, and all money received therefrom by the three corporate bodies respectively shall be carried by them to and shall form part of their respective borough funds and district fund account, and if in any year the income of the Joint Committee is insufficient to meet the charges thereon the deficiency shall be made up by the three corporate bodies out of their respective borough fund or borough rates and district fund account, or general district rates, in proportion to their respective interests in the net income, and the Joint Committee shall make calls on them accordingly, and the provisions of this Act relative to calls for contribution to capital shall apply in that case.

Resolution of local board to combine.

78. At any time within six months after the passing of this Act any of the following local boards; (namely,)

The Mossley Local Board,
The Hurst Local Board,
The Stayley Local Board, and
The Upper Mill Local Board,

may, by resolution duly passed and communicated by writing under their common seal to the Joint Committee, declare their desire to combine with the three corporate bodies in the system of water supply authorised by this Act, and such resolution shall within ten days after the passing thereof be communicated in writing to one of Her Majesty's Principal Secretaries of State by and under the hand of the chairman of the board by whom such resolution was passed, or under the hands of any three members of such board, and unless such resolution is within three months after the passing thereof disapproved by the said Secretary of State the same shall be final and binding, and an appeal may be had from any such resolution to the Secretary of State in the same manner and subject to the same conditions as nearly as may be in and subject to which an appeal may be had against a resolution adopting the Local Government Act, 1858, and the provisions of that Act relating to an appeal against the adoption thereof shall, with the requisite variations, apply to an appeal under this section.

Result of resolution.

79. Where any such resolution has taken final effect the local board by whom the resolution was passed shall be deemed to have combined in the system of water supply authorised by this Act.

Election of additional members.

80. The local board so combining shall appoint in the case of the Mossley Local Board two members, and in the case of either of the three other local boards, one member of their board to be a member of the Joint Committee, and every member so appointed shall become and be one of the body corporate of the Joint Committee,

A.D. 1870.

and the numbers of that body shall be deemed to be increased accordingly, and every member so appointed shall hold office subject and according to the provisions of this Act respecting the constitution and regulation of the Joint Committee.

Contribution by local boards.

81. The several local boards so combining shall contribute to the capital required for the purposes of this Act in the proportions following; (namely,) in the case of the Mossley Local Board to the extent of one ninth part of that capital, in the case of the Hurst Local Board to the extent of one fifteenth part of that capital, in the case of the Stayley Local Board to the extent of one thirtieth part of that capital, and in the case of the Upper Mill Local Board to the extent of one thirtieth part of that capital: Provided that if the Mossley Local Board shall so combine, the number of members of the Joint Committee shall as respects Ashton be increased to six, and as respects Stalybridge to four, and as respects Dukinfield to three.

Borrowing power for local boards.

82. Any local board so combining may (independently of any other borrowing power) from time to time by virtue of this Act borrow on the security of their revenue to be derived under this Act, and of their district fund account and general district rates, such money as may be requisite for the purposes of this Act, not exceeding in the whole the sums following; (namely,) in the case of the Mossley Local Board the sum of forty-three thousand pounds, in the case of the Hurst Local Board the sum of twenty-four thousand pounds, and in the case of each of the other local boards the sum of twelve thousand pounds, and they may mortgage their revenue aforesaid and district fund account and general district rates accordingly: Provided that in the case of the Mossley Local Board the payment of the expenses incurred by that board in reference to parliamentary proceedings for supplying their district with water in the last and present sessions of Parliament shall be paid out of the said sum of forty-three thousand pounds.

Diminution of capital of corporations, &c.

83. The proportions of the capital contributable by the three corporate bodies respectively shall be diminished according to the amounts contributable by local boards so combining.

Extension of contributory district.

84. The district of each local board so combining shall become part of the contributory district.

Application of Act generally to local boards.

85. All the provisions of this Act relative to the three corporate bodies respectively (including the enlargement of borrowing powers in case of calls for the refunding of any excess contributed to capital under this Act by any of the three corporate bodies) shall apply, mutatis mutandis, to any local board so combining.

Application of provisions as to borrowing.

86. For the purposes of any such borrowing on mortgage as is authorised by this Act such of the provisions of "The Commissioners Clauses Act, 1847," with respect to the mortgages to be executed by the commissioners, as are incorporated with this Act shall have effect, and the term "the commissioners" used in those provisions shall for the purposes of this section be taken to mean respectively the three corporate bodies and any local board so combining and exercising the power of borrowing under this Act (as the case requires).

Sinking fund and re-borrowing.

87. The three corporate bodies respectively and any local board so combining and exercising the power of borrowing under this Act shall pay off all money borrowed by them under this Act, or under or for purposes of any Act repealed by this Act, in manner following; (namely,) they shall from and after the expiration of ten years from the passing of this Act yearly appropriate out of their respective borough fund or borough rates and district fund account, or general district rates, a sum equal to one per centum on the total amount of money so borrowed by them and remaining unpaid, and shall continue to do so as long as any money so borrowed remains unpaid, and shall apply all money so appropriated, and the annual produce and accumulations thereof, in paying off from time to time such parts of the money so borrowed as they think ought to be then paid off, and they shall not re-borrow any principal money paid off by means of such appropriations, but subject thereto they may from time to time, as occasion requires, re-borrow any money borrowed by them under this Act and paid off.

Re-borrowing under former Acts.

88. Notwithstanding any repeal or other thing in this Act, the three corporate bodies respectively may from time to time re-borrow as if this Act had not been passed, but not otherwise, any money borrowed by them before the passing of this Act, and paid off by them after the passing of this Act, unless such moneys have been paid off by means of a sinking fund.

Saving for other borrowing powers, &c.

89. Nothing in this Act shall take away or abridge any borrowing power or other power conferred on the three corporate bodies respectively, or on any local board so combining, otherwise than by the Acts repealed by this Act.

Collection of water rents by corporation, &c.

90. The Joint Committee and the three corporate bodies respectively may from time to time enter into and execute such arrangements for the collection by the three corporate bodies respectively, and their officers and servants, on such terms and conditions as they think fit, of the water rents and other sums accruing to the Joint Committee within the respective boroughs and district of the three corporate bodies.

A.D. 1870.

Power to sell water in bulk.

91. Subject and without prejudice to the right of the inhabitants within the limits of this Act to the prior adequate supply of water under the provisions of this Act for all purposes, the Joint Committee may sell to any municipal corporation or local board constituted for any district situate wholly or in part within the limits of this Act, or to any company, local board, or persons, for use within such limits, or within any township adjoining thereto, such quantity of water in bulk, at such prices, and on such terms and conditions, as may be agreed on.

Making of byelaws.

92. The Joint Committee may by byelaws made under enactments incorporated with this Act, in addition to the power conferred on them by those enactments, impose such reasonable penalties on persons offending against their byelaws as the Joint Committee think fit, not exceeding five pounds for any one offence; but any byelaw made in exercise of the power conferred by this section shall be subject to the following provisions; (namely,)

(1.) Any such byelaw shall not have effect until it is allowed by one of Her Majesty's Principal Secretaries of State (who may allow or disallow the same, as he thinks proper), and any such byelaw shall not be allowed unless notice of intention to apply for allowance thereof is given by placards posted in public places within the limits of this Act, and for one month at least before such application a copy thereof shall be kept at the principal office of the Joint Committee, and be open during office hours thereat to the inspection of all persons rated to the poor rate within the limits of this Act, without payment; and the secretary or clerk of the Joint Committee shall furnish a copy thereof, or of any part thereof, to every such person applying for the same, on payment of sixpence for every hundred words in such copy:

(2.) All such byelaws, when allowed, shall be printed, with the date at which they are made, and the secretary or clerk of the Joint Committee shall keep a printed copy thereof at the principal office of the Joint Committee, and all persons may at all reasonable times inspect such copy without payment, and the Joint Committee shall cause to be delivered a printed copy, signed by the secretary or clerk of the Joint Committee, of all such byelaws for the time being in force to every person applying for the same, on payment by him of any sum not exceeding one shilling for every such copy.

Proof of byelaws.

93. A printed copy of byelaws made by the Joint Committee, dated and purporting to be allowed as aforesaid and to be signed by the secretary or clerk of the Joint Committee, shall be primâ facie evidence of the existence and of the due making and allowance thereof, without proof of the signature of the secretary or clerk of the Joint Committee.

Recovery of sums due.

94. If any person fails to pay any water rent, meter rent, damages, costs, expenses, or other sum due to or recoverable by the Joint Committee, they may recover the same by proceedings in any court of competent jurisdiction, or if the amount thereof is not disputed the same may be levied by distress (the person in default being first duly summoned), and any justice may issue his warrant accordingly, and the remedies of the Joint Committee under this section shall be in addition to their other remedies.

Incoming tenant not liable for arrears of water rent.

95. Where any consumer of water supplied by the Joint Committee fails to pay any water rent or meter rent due from him, a succeeding tenant of the building or lands in respect of which the supply was given shall not be liable for such rent, unless he agreed with the former tenant to pay the same or to exonerate him from payment thereof.

Regulations for preventing waste, &c. of water.

96. For preventing waste, misuse, undue consumption, or contamination of the water of the Joint Committee the following provisions shall have effect; (namely,)

(1.) The Joint Committee may from time to time make such reasonable regulations as they think necessary for the objects aforesaid to be observed by persons supplied with water:

(2.) By any such regulations the Joint Committee may direct the use and prescribe the size, nature, strength, and materials, and the mode of arrangement, alteration, and repair of pipes, valves, cocks, cisterns, soil-pans, waterclosets, and other apparatus or receptacles to be used by such persons for conveying, delivering, and receiving water, and may interdict any arrangement and the use of any pipe, valve, cock, cistern, bath, soil-pan, watercloset, or other apparatus or receptacle in their judgment likely to occasion waste, misuse, undue consumption, or contamination of water:

(3.) The Joint Committee shall not be bound under any agreement or otherwise to supply or to continue to supply water to any person unless such regulations as are for the time being in force are duly observed by him:

A.D. 1870.

(4.) In case of the failure of any such person to observe such regulations as are for the time being in force, the Joint Committee may, if they think fit, after two hours notice in writing, enter and by or under the direction of their authorised officer repair, replace, or alter any pipe, valve, cock, cistern, bath, soil-pan, watercloset, or other apparatus or receptacle belonging to or used by any person supplied by them, and the power of entry given by section 15 of the Waterworks Clauses Act, 1863, and the provisions of that section relative thereto, shall extend and apply to entry for the purpose of such repair, replacement, or alteration, and the expense of every such repair, replacement, or alteration shall be repaid to the company by the person on whose credit the water is supplied, and may be recovered from them as damages for recovery whereof no special provision is made.

Power to supply materials, &c.

97. The Joint Committee may, if requested by any person supplied or about to be supplied by them with water, furnish to him and from time to time repair or alter any such pipes, valves, cocks, cisterns, baths, soil-pans, waterclosets, apparatus, and receptacles as are required or permitted by their regulations, and may provide all materials and do all work necessary or proper in that behalf.

Notice of discontinuance.

98. A notice to the Joint Committee for the discontinuance of a supply of water shall not be of any effect unless it is in writing, and is left at the principal office for the time being of the Joint Committee.

Persons entering into contracts with Joint Committee not disqualified.

99. Any person entering into any contract with the Joint Committee relating to the lease, sale, purchase, user, or temporary occupation of lands, or to a loan of money, or to a supply of water or a water meter, shall not thereby be disabled from being, continuing, or acting as mayor, alderman, or councillor of the borough of Ashton or of the borough of Stalybridge, or as a member of the Dukinfield Local Board, or incur any penalty by reason of such contract, or of his being, continuing, or acting as such mayor, alderman, or councillor.

Judges, &c. not disqualified.

100. A judge of any court or a justice shall not be disqualified from acting in the execution of this Act by reason of his being liable to any water rent, meter rent, or other charge under or for the purposes of this Act.

Several sums in one summons.

101. Any summons or warrant issued for any of the purposes of this Act may contain in the body thereof, or in a schedule thereto, several names and several sums.

Costs of distress.

102. Any justice who issues any warrant of distress for any of the purposes of this Act may order that the costs of the Joint Committee of and incident to the recovery of the money to be levied shall be paid by the person liable to pay the money, and the costs shall be ascertained by the justice, and shall be included in the warrant of distress for the recovery of the money.

Penalties not cumulative.

103. Penalties imposed for one and the same offence by several Acts of Parliament shall not be cumulative as against the Joint Committee, and for this purpose this Act and any Act incorporated wholly or in part therewith shall be deemed several Acts.

Expenses of Act.

104. The costs, charges, and expenses preliminary to and of and incidental to the preparing, applying for, obtaining, and passing of this Act shall be paid by the Joint Committee out of capital contributed under this Act.

A.D. 1870.

SCHEDULES to this Act.

THE FIRST SCHEDULE.

PARTS OF COMMISSIONERS CLAUSES ACT, 1847, INCORPORATED.

With respect to the qualification of the commissioners.

With respect to the meetings and other proceedings of the commissioners and their liabilities.

With respect to the contracts to be entered into and the deeds to be executed by the commissioners.

With respect to the liabilities of the commissioners, and to other proceedings by or against the commissioners.

With respect to the appointment and accountability of the officers of the commissioners.

With respect to the mortgages to be executed by the commissioners, excepting the eighty-fourth section, which requires that the moneys borrowed shall be paid off within a limited period.

With respect to the accounts to be kept by the commissioners.

With respect to the making of byelaws.

With respect to giving notices and orders.

With respect to the recovery of damages not specially provided for, and to penalties.

THE SECOND SCHEDULE.

CONSTITUTION AND REGULATION OF JOINT COMMITTEE.

1. Within one month after the passing of this Act the Corporation of Ashton shall appoint five members of the council of the borough of Ashton to be their representatives on the Joint Committee.

2. Within one month after the passing of this Act the Corporation of Stalybridge shall appoint three members of the council of the borough of Stalybridge to be their representatives on the Joint Committee.

3. Within one month after the passing of this Act the Dukinfield Local Board shall appoint two members of that local board to be their representatives on the Joint Committee.

4. The ten persons so appointed and their successors shall form and be the Joint Committee.

5. The three corporate bodies respectively may at any time remove any member of the Joint Committee representing them respectively.

6. Any member of the Joint Committee shall cease to be a member thereof on his ceasing to be a member of the body by whom he was appointed.

7. A vacancy among the members of the Joint Committee, caused by death, resignation, removal, disqualification, or otherwise, shall be filled up by the body by whom the vacating member was appointed.

8. All appointments and removals of members of the Joint Committee shall be made by writing under the common seal of the body appointing or removing.

9. The Joint Committee may appoint and remunerate a secretary, a treasurer, a solicitor or solicitors, and such other officers and such clerks and servants as they from time to time think requisite.

10. The Joint Committee shall hold their first meeting at the Town Hall of the borough of Ashton on the first Monday in the second month after the passing of this Act, at the hour of three o'clock in the afternoon, and the other meetings of the Joint Committee shall be held at the same place, unless the Joint Committee shall otherwise determine.

11. If at any meeting of the Joint Committee there is an equal division of votes on any question the chairman shall not have a second or casting vote, and the question shall stand referred to the standing arbitrator.

12. The quorum of the Joint Committee (being the prescribed number within section thirty-nine of the Commissioners Clauses Act, 1847,) shall be four.

13. The time and place of the annual meeting and the times and places of other meetings of the Joint Committee shall be such as the Joint Committee from time to time appoint, and it shall not be necessary for them to hold monthly meetings.

14. The chairman or any three or more members of the Joint Committee may require a special meeting to be held.

15. Notices of meetings shall be delivered or sent so as to reach each member of the Joint Committee one clear day at least before the day of meeting, or at such earlier time as the Joint Committee from time to time direct.

16. The accounts of the Joint Committee shall at all reasonable times be open to the inspection of any member of the council of the borough of Ashton or Stalybridge, or of the Dukinfield Local Board, who may take copies of or extracts therefrom without payment.

17. There shall be a permanent auditor of the accounts of the Joint Committee, who shall be from time to time appointed by and shall be removable by the three corporate bodies jointly, by writing under their respective common seals, or in case of difference by the standing arbitrator, and such auditor exclusively shall audit those accounts.

A.D. 1870.

18. The remuneration of the auditor shall be from time to time determined by the three corporate bodies, or in case of difference by the standing arbitrator, and shall be paid by the Joint Committee.

19. The accounts of the Joint Committee when annually audited and allowed shall be sent by the Joint Committee to the three corporate bodies respectively.

20. Subject to the provisions of this schedule and the other provisions of this Act, the provisions of the Commissioners Clauses Act, 1847, incorporated with this Act, other than the provisions with respect to the mortgages to be executed by the commissioners, shall apply to the Joint Committee, who shall be deemed to be the commissioners within the meaning of those provisions.

THE THIRD SCHEDULE.

ACTS REPEALED ON TRANSFER, EXCEPT SECTIONS IN FOURTH SCHEDULE.

5 & 6 *Will.* 4. *c.* lxi.

An Act for better supplying with water the town of Ashton-under-Lyne and the neighbourhood thereof within the parish of Ashton-under-Lyne in the county palatine of Lancaster.

6 *Will.* 4. *c.* lviii.

An Act for better supplying with water the township of Dukinfield in the county palatine of Chester.

18 & 19 *Vict.* *c.* lxx.

The Ashton-under-Lyne Corporation Waterworks Act, 1855.

27 & 28 *Vict.* *c.* xlvii.

The Ashton-under-Lyne and Stalybridge (Corporations) Waterworks Act, 1864.

THE FOURTH SCHEDULE.

Sections excepted from repeal of Acts.

5 & 6 *Will.* 4. *c.* lxi., section 69.

Not to injure gas pipes already laid down.

69. And be it further enacted, that 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 laid down by the Ashton-under-Lyne Gas and Waterworks Company for the purpose of supplying with gas the said town of Ashton-under-Lyne and the neighbourhood thereof, or of any part thereof, either by removing or disturbing the ground or the soil whereon the same is or are placed, or by the compression or subsequent settling or lowering of the same at any time afterwards, the said waterworks company shall, at their own expense, costs, and charges, within twenty-four hours next after notice in writing given to them by the said gas and waterworks company or their clerk, cause such pipes, branches, apparatus, materials, and things to be well and effectually repaired and amended, and in default or neglect thereof it shall be lawful for the said gas and waterworks company and they are hereby authorised 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 reasonable costs, charges, damages, and expenses attending the same shall be paid and defrayed by the said waterworks company or their treasurer, the same having been ascertained and settled in case of dispute concerning the same by some justice of the peace acting for the said county palatine of Lancaster, and not being a proprietor of any share in either of the said companies, which determination shall be final and conclusive; and such damage and expenses, 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.

6 *Will.* 4. *c.* lviii., sections 16 & 17.

Company not to divert the water from running as heretofore through certain fields belonging to John Ashton.

16. Provided always, and be it further enacted, that nothing in this Act contained shall authorise or empower the said company to take or use for the purposes of the said undertaking the water of any rivulet or watercourse so as to divert or prevent such water from running as it hath heretofore done into or through certain fields in Newton aforesaid belonging to John Ashton the younger, called the Reservoir Field, the Little Meadow, and the Rough Field, or to hinder or prevent any water from the lands above the said Reservoir Field, Little Meadow, and Rough Field from flowing into such rivulet or watercourse, and that nothing in this Act contained shall authorise or empower the said company to do any

A.D. 1870.

acts whereby the water flowing into such rivulet or watercourse in the said fields, called the Reservoir Field, Little Meadow, and Rough Field, shall be diminished or lessened, and that nothing in this Act contained shall hinder or prevent the said John Ashton, his heirs, executors, administrators, or assigns, from diverting or turning such rivulet or watercourse in such manner as he and they shall think proper for the better enjoyment of the water flowing from time to time therein, for the purpose of supplying the reservoirs of the said John Ashton with water in like manner as the same hath heretofore been done.

Nothing in this Act to prevent James Ashton from diverting certain water, &c.

17. Provided also, and be it further enacted, that nothing herein contained shall hinder or prevent James Ashton, his heirs, executors, administrators, or assigns, from diverting into his own land adjoining and using so much of the water of a certain rivulet or watercourse running through or near to Bradley Fold within Newton aforesaid as will fill a pipe the bore whereof shall not exceed an inch and a half before the said company shall take or use any of the water of such last-mentioned rivulet or watercourse.

The Ashton-under-Lyne and Stalybridge (Corporations) Waterworks Act, 1864.

Works affecting railway and canal of the London and North-western Railway Company to be constructed to the satisfaction of the engineer of that company.

18. Whenever the corporations respectively in the execution of the powers of this Act shall require to lay down, alter, or replace any mains or pipes upon, through, over, across, or under, or to construct any works adjoining or in close proximity to the railway or canal belonging to the London and North-western Railway Company, or the works or conveniences thereto appertaining, or upon any lands of the London and North-western Railway Company, such mains or pipes shall be laid and such works constructed to the reasonable satisfaction of the engineer for the time being of the said company, and according to plans previously approved by such engineer and the engineer of the corporations, in such manner as shall in case of difference be settled by arbitration in manner provided by the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration.

Works of the corporations affecting railway and canal of London and North-western Railway Company to be kept in good repair.

19. All the works of the corporations respectively over, under, across, or through the said canal or railway, or any bridge, culvert, sewer, or drain belonging to the said London and North-western Railway Company, shall be kept by the corporations in good repair to the reasonable satisfaction of the engineer of that company, and if for seven days after notice in writing from the said railway company to the corporations of any of those works being out of repair the corporations do not commence such repairs and complete the same with reasonable despatch, the said railway company may execute such repairs, and may recover the charges and expenses from the corporations.

Limiting compulsory power to purchase lands or easements of the London and North-western Railway Company.

20. It shall not be lawful for the corporations without the consent of the London and North-western Railway Company to purchase or take any lands or works belonging to them, or any estate, right, easement, privilege, power, or authority whatsoever in, over, or upon any such lands or works, except such easements therein as may be necessary for laying down, examining, regulating, cleansing, maintaining, renewing, and keeping in good repair, order, and condition the main pipes shown upon the deposited plans, and also except such lands as the railway company are bound to convey to the Earl of Stamford and Warrington.

Penalty for obstructing the railway, canal, or towing-path belonging to London and North-western Railway Company.

21. If by reason of or in execution of the works of the corporations, or for the want of repair of such works, the said railway, canal, or towing-path of the said canal shall be so obstructed that boats, barges, or other vessels, or the horses drawing the same, shall not be able freely to pass along the said canal or towing-path, or if the traffic of the said canal along the same as heretofore, or the traffic on the said railway, shall be obstructed, the corporations shall pay to the said railway company as damages fifty pounds for every day during which such obstruction shall continue.

Preserving certain rights of water of the Manchester, Sheffield, and Lincolnshire Railway Company.

22. And whereas the Manchester, Sheffield, and Lincolnshire Railway Company, as the owners of the Ashton Canal, are entitled to take into their said canal for the purpose of supplying the same with water for navigating boats, barges, and other vessels thereon, but for no other purpose, the waters of the river Tame, after the water in such river shall have flowed over the side gauge weir, mentioned in the Ashton Canal Act, near Dukinfield Old Mill: And whereas after the execution of the works authorised by this Act the waters of the Swineshaw Brook, one of the brooks flowing into the said river Tame, will be impounded or otherwise diverted for the purpose of supplying the towns of Ashton and Stalybridge with water, and to the extent to which the water will be abstracted the flow of the water in the said river Tame at Dukinfield will be diminished: Therefore previously to the use of any waters by the corporations from the Swineshaw Brook, the corporations shall, if the said railway company shall so require, at the joint charge of the two corporations, compensate the said railway company for the abstraction of the water of the Swineshaw Brook, to the extent that the same has been or could be but for the operation of this Act taken and used for the purposes of the canal navigation, by paying to the said company such sum of money as shall be awarded by some engineer to be mutually agreed upon by the corporations on the one part, and the railway company on the other part, as the compensation for such abstraction, or in case they cannot agree upon any engineer, then by such engineer as shall be appointed by the Board of Trade; or in case the said railway company shall require com-

A.D. 1870.

pensation to be given in water, then the said corporations shall so soon as they appropriate and use the waters of the said Swineshaw Brook, or any part thereof, at their joint charge convey into the said canal such a supply of water as such engineer so to be appointed as aforesaid shall decide to be the compensation to the railway company for such water so abstracted, which could otherwise have been taken and used for the purposes of the said canal navigation, the same to be conveyed and delivered into the said canal in such places, at such times, and by such means and in such manner, as the said engineer shall direct.

No water to be appropriated till compensation reservoirs provided.

23. The corporations shall not use, divert, interfere with, detain, or appropriate for the supply of the inhabitants within the limits of this Act any of the waters of the Swineshaw Brook which now flow or pass, or which but for the passing of this Act would have flowed or passed, into the river Tame, unless and until one or more of the reservoirs delineated on the deposited plans shall be so far completed and so far filled with water as that water shall be capable of being discharged and be discharged therefrom into the said Swineshaw Brook below the said reservoirs in the quantity and manner herein-after provided.

Quantity of compensation water.

24. The corporations shall and they are hereby required to discharge from and out of the said reservoirs, or some or one of them, into the said Swineshaw Brook below the said reservoirs, for the supply of mills and other works on the rivers, brooks, and streams below the said reservoirs, as compensation to all parties interested in the supply of water below the works authorised by this Act, a quantity of water, not being less than eighty-nine cubic feet per minute, in a regular, equal, constant, and continuous supply.

Gauge and other works to be constructed.

25. The corporations shall and they are hereby required at their expense, for the purpose of ascertaining the actual quantity of water passing out of the said reservoirs, some or one of them, to make and construct and for ever thereafter maintain, within one hundred yards from the foot of the reservoir nearest to the river Tame, a proper gauge with all necessary works.

Access to gauge.

26. It shall be lawful for any of the occupiers of the said mills or works, and for the mayor, aldermen, and burgesses of the borough of Stockport, by themselves, their agents, officers, and servants authorised in writing, to have access at all times to the said gauge for the purpose of measuring and gauging the quantity of water from time to time passing through or over the same, and the said corporations shall at all times provide a proper person to attend to the letting out of the said compensation water.

Penalty on failure to supply the stipulated quantity of water.

27. In case the corporations shall wilfully or, after written notice, negligently fail to discharge the quantity of water required as aforesaid to be discharged from

and out of the said reservoirs, some or one of them, each of the corporations shall for and during every day on which such failure shall occur forfeit and pay by way of penalty to the occupier or occupiers of any of the mills and works which shall be affected thereby, and the occupier or occupiers of which shall actually have received damage and incurred loss by reason of such failure (such mills or works not being lower down the stream of the river Mersey than the present Heaton Mersey Mills now occupied by Mr. Mortimer Lavator Taitt), the sum of ten pounds, and shall also forfeit and pay by way of penalty for every day on which such failure as aforesaid shall occur the further sum of ten pounds, to be sued for on the information or complaint of or by the town clerk or other legal officer of any municipal corporation or board of health of any borough or district through which the said water of the said Swineshaw Brook would but for this Act flow, not being lower than Heaton Mersey Mills aforesaid, such respective penalties to be recovered in the manner in which penalties not otherwise provided for are directed to be recovered by "The Waterworks Clauses Act, 1847."

Provision for repairs.

28. It shall be lawful for the corporations, their agents, servants, and workmen, to draw and let off the waters of the said reservoirs, or any of them, when and so often as it shall be necessary for the purposes of repairing the same, but the corporations shall continue the supply of compensation water as aforesaid to the said mills and works during such repairs.

As to damages in case of failure of works.

29. The corporations shall and they are hereby required from time to time and at all times for ever hereafter to pay and make good to the owners, lessees, and occupiers of all mills, manufactories, cottages, and other buildings now erected or in the course of erection over, upon the banks of, or near the said Swineshaw Brook and the river Tame, or which may hereafter be erected in proper and reasonable situations, all loss, costs, charges, sum and sums of money, damages, and expenses whatsoever, and for all injury of what nature and kind soever which such owners, lessees, or occupiers may suffer, incur, pay, expend, or be put unto by reason or in consequence of the failure or giving way of the reservoirs, embankments, watercourses, or other works of the corporations.

Reservation of right of sporting on reservoirs to Earl of Stamford.

100. Notwithstanding anything contained in or done under this Act or any Act incorporated herewith, the Right Honourable George Harry Earl of Stamford and Warrington, lord of the manor of Stayley, his heirs and assigns, lords of the said manor for the time being, shall at all times have for himself and themselves, and his and their keepers, right of entering on and angling in and shooting over the several reservoirs on Swineshaw Brook by this Act authorised, and of keeping a boat or boats thereon, and of using the said boat or boats thereon for the purposes aforesaid, which rights shall extend to the steward for the time being of the said Earl, his heirs or assigns, lords as aforesaid, and to such friends of the said Earl, his heirs or assigns, lords as aforesaid, or of his

A.D. 1870.

or their steward for the time being, as may accompany the said Earl, his heirs or assigns, lords as aforesaid, or such steward, and the corporations respectively shall not have any right of fishing in the Swineshaw Brook above, between, or below the said reservoirs respectively, and shall not obstruct fish from going up or down the said brook, or fix any net or trap therein for taking or destroying fish.

Saving rights of London and North-western Railway Company.

101. Notwithstanding any of the powers and provisions herein-before contained, the corporations respectively shall not do or suffer any act, deed, matter, or thing which shall affect any right of the London and North-western Railway Company to a supply of water from Swineshaw Brook or Carr Brook, or any reservoirs thereon respectively, now vested in the said railway company (as representing the Huddersfield Canal Company), under an agreement dated the first day of September one thousand eight hundred and fifty-four, and made or expressed to be made between the said Earl of the one part and the said railway company of the other part.

THE FIFTH SCHEDULE.

LIMITS OF ACT FOR WATER SUPPLY.

The parish of Ashton-under-Lyne in the county of Lancaster (except the hamlets of Lees and Alt Edge), the township of Dukinfield in the parish of Stockport in Cheshire, the township of Stayley in the parish of Mottram-in-Longdendale in Cheshire, Micklehurst in the township of Tintwistle in the same parish, and such parts of the township of Quick, otherwise Saddleworth, in the west riding of the county of York, as lie to the south of a line running in an easterly direction from a point twelve chains due north from the eastern extremity of the township of Oldham, a little to the north of Badger Edge, to the south-western entrance of the Standedge tunnel of the Manchester and Huddersfield section of the London and North-western Railway at Diggle, and thence due east to the eastern boundary of the said township of Quick, otherwise Saddleworth, except such parts of the last-mentioned township as lie to the westward of a line drawn across High Moor from the eastern extremity of the township of Oldham to the Star Inn on the Wakefield and Austerlands turnpike road, thence along the turnpike road to Lydgate Chapel, and thence in a straight line to the eastern extremity of the hamlet of Alt Edge in the parish of Ashton-under-Lyne.

THE SIXTH SCHEDULE.

Maximum Water Rents within contributory District.

Domestic Supply.

Annual Value of Property supplied.	Maximum Annual Rents.
Not exceeding six pounds	Twelve shillings.
Exceeding six pounds and not exceeding seven pounds	Fourteen shillings.
Exceeding seven pounds and not exceeding eight pounds	Sixteen shillings.
Exceeding eight pounds and not exceeding nine pounds	Eighteen shillings.
Exceeding nine pounds and not exceeding ten pounds	One pound.
Exceeding ten pounds and not exceeding twelve pounds	One pound three shillings.
Exceeding twelve pounds and not exceeding fifteen pounds	One pound seven shillings and sixpence.
Exceeding fifteen pounds and not exceeding twenty pounds	One pound fifteen shillings.
Exceeding twenty pounds and not exceeding twenty-five pounds	Two pounds two shillings and sixpence.
Exceeding twenty-five pounds and not exceeding thirty pounds	Two pounds ten shillings.
Exceeding thirty pounds and not exceeding thirty-five pounds	Two pounds seventeen shillings and sixpence.
Exceeding thirty-five pounds and not exceeding forty pounds	Three pounds five shillings.
Exceeding forty pounds and not exceeding forty-five pounds	Three pounds twelve shillings and sixpence.
Exceeding forty-five pounds and not exceeding fifty pounds	Four pounds.
Exceeding fifty pounds	Four pounds for the first fifty pounds, and five pounds per centum upon the additional yearly value above fifty pounds.

PRIVATE BATHS.

Annual Value of House.	Maximum Annual Charge for each Bath.
Not exceeding ten pounds - - - - -	Six shillings.
Exceeding ten pounds and not exceeding twenty pounds - - - - - - - - -	Eight shillings.
Exceeding twenty pounds and not exceeding forty pounds - - - - - - -	Ten shillings.
Exceeding forty pounds and upwards - -	Twelve shillings.

WATERCLOSETS.

For every watercloset, not exceeding ten shillings.

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