ANNO QUINTO

VICTORIÆ REGINÆ.

Sess. 2.

Cap. vi.

An Act for better supplying with Water the Town and Neighbourhood of *Bradford* in the West Riding of the County of *York*.

[22d *April* 1842.]

WHEREAS the Inhabitants of the Town of *Bradford* and the Neighbourhood thereof in the West Riding of the County of *York* are now very inadequately supplied with Water: And whereas a sufficient and constant Supply of pure and wholesome Water would be of great Advantage to the Inhabitants of the said Town and Neighbourhood: And whereas it is ascertained that such a Supply can be obtained, and the several Persons herein-after named, together with others, are willing, at their own Expence, to make and maintain all the necessary Works for affording such Supply to the said Inhabitants; but such Object cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parlia-

Incorporation of the Company.

ment assembled, and by the Authority of the same, That *John Aked*, *Richard Grice Aked*, *Jonathan Akroyd*, *Thomas Aked*, *Richard Caton* Doctor of Medicine, *James Cochrane*, *Thomas Crosley*, *James Douglas*, *Henry Forbes*, *William Garnett*, *James Garnett*, *Richard Garnett*, *William Chapman Haigh*, *William Hardcastle*, *Alfred Harris*, *Joseph Hinchcliffe*, *William Henry Holloway*, *William Horsfall*, *Timothy Horsfall*, *Miles Illingworth*, *Thomas Inkersley*, *Robert Kirby*, *Peter Laycock*, *Samuel Laycock*, *Henry Leah*, *James Leeming*, *John Leeming*, *John Cunliffe Lister*, *William Macturk* Doctor of Medicine, *Joshua Mann*, *John Mann* the younger, *William Marten*, *Samuel Margerison*, *Robert Milligan*, *Alexander Muir*, *William Murgatroyd*, *Robert Nicholson*, *George Oxley*, *John Green Paley* Esquire, *Benjamin Briggs Popplewell*, *Henry Robert Ramsbotham*, *John Rand* Esquire, *William Rand*, *Edward Ripley*, *Henry William Ripley*, *Martin Schlesinger*, *Samuel Schuster*, *William Sharp*, *Francis Simes*, *Charles Jackson Skelton*, *Richard Thornton*, *Robinson Thwaites*, *John Turner*, *William Walker*, *Charles Walker*, *William Waud*, *Christopher Waud*, *William Wells*, and *Matthias Whitehead* Esquire, and all other Parties who have already subscribed or shall hereafter subscribe to the Undertaking by this Act authorized, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purposes herein-after mentioned, and for such Purposes shall be incorporated by the Name of "The *Bradford* Waterworks Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands within the Restrictions herein-after contained.

Purposes of the Company.

II. And be it enacted, That the Company shall be established for the Purpose of making Reservoirs, Aqueducts, Cisterns, and for laying down Pipes, and executing all other necessary and convenient Works for supplying the Inhabitants of the Town and Neighbourhood of *Bradford* aforesaid with Water; and the Limits of this Act, with regard to the Powers of affording such Supply, shall be held to be co-extensive with the Limits of the Borough of *Bradford*.

Capital.

III. And be it enacted, That Forty-four thousand Pounds shall be the Capital of the Company.

Shares.

IV. And be it enacted, That the said Capital shall be divided into Two thousand and two hundred Shares, each of the Amount of Twenty Pounds; and such Shares shall be numbered in arithmetical Progression, beginning with Number One; and every such Share shall be distinguished by its appropriate Number.

Shares to be Personal Estate.

V. And be it enacted, That all Shares in the Undertaking shall be Personal Estate, and transmissible as such, and shall not be of the Nature of Real Estate.

Shareholders.

VI. And be it enacted, That every Person who shall have subscribed or shall subscribe the Sum of Twenty Pounds or upwards to the Capital of the Company shall be deemed a Shareholder of the Company, and shall be entitled to have One Share therein allotted to him in respect of every Sum of Twenty Pounds so subscribed by him.

VII. And

Registry of Shareholders.

VII. And be it enacted, That the Company shall keep a Book, to be called the "Register Book of Shareholders," and in such Book shall be fairly and distinctly entered, from Time to Time, the Names of the several Corporations, and the Names and Additions of the several Persons, being Shareholders of the Company, the Number of Shares to which such Shareholders shall be respectively entitled, distinguishing each Share by its Number, and the Amount of the Subscriptions paid on such Shares; and such Book shall be authenticated by the Common Seal of the Company being affixed thereto, and such Authentication shall take place at the First Ordinary Meeting or at some subsequent Meeting of the Company.

Addresses of Shareholders.

VIII. And be it enacted, That in addition to the said Register of Shareholders the Company shall provide a proper Book, to be called the "Shareholders Address Book," in which the Clerk shall from Time to Time enter the Places of Abode of the several Shareholders of the Company; and every Shareholder, or if such Shareholder be a Corporation, the Clerk or Agent of such Corporation, may at all convenient Times peruse such Book *gratis*, and may require a Copy thereof, or of any Part thereof; and for every Hundred Words so required to be copied the Company may demand a Sum not exceeding Sixpence.

Certificates of Shares.

IX. And be it enacted, That, on Demand of the Holder of any Share, the Company shall cause a Certificate of the Proprietorship of such Share to be delivered to such Shareholder, and such Certificate shall have the Common Seal of the Company affixed thereto, and such Certificate shall specify the Share in the Undertaking to which such Shareholder is entitled, and the same may be according to the Form in the Schedule (A.) to this Act annexed, or to the like Effect; and for such Certificate the Company may demand any Sum not exceeding Two Shillings and Sixpence: Provided always, that more than One Share may be comprised in any One Certificate.

Certificates to be Evidence.

X. And be it enacted, That such Certificate shall be admitted in all Courts as *primâ facie* Evidence of the Title of such Shareholder, his Executors, Administrators, Successors, or Assigns, to the Share or Shares therein specified; nevertheless, the Want of such Certificate shall not prevent the Holder of any Share from disposing thereof.

Certificate to be renewed when destroyed.

XI. And be it enacted, That if any such Certificate be worn out or damaged then upon the same being produced at some Meeting of the Directors such Directors may order the same to be cancelled, and thereupon another similar Certificate shall be given to the Party in whom the Property of such Certificate, and of the Share therein mentioned, shall be at the Time vested; or if such Certificate be lost or destroyed, then, upon Proof thereof, a similar Certificate shall be given to the Party entitled to the Certificate so lost or destroyed; and in either Case a due Entry of the substituted Certificate shall be made by the Clerk in the Register of Shareholders; and for every such Certificate so given or exchanged the Company may demand any Sum not exceeding Two Shillings and Sixpence.

XII. And

Transfers of Shares to be registered, &c.

XII. And with respect to the Transfer of Shares, be it enacted, That, subject to the Regulations herein contained, every Shareholder may sell and transfer all or Part of his Shares in the said Undertaking, and the Instrument of Transfer shall be by Deed duly stamped, wherein the Consideration shall be truly stated, and may be according to the Form in the Schedule (B.) to this Act annexed, or to the like Effect, and such Instrument (when duly executed) shall be delivered to the Clerk, and be kept by him, and the Clerk shall enter a Memorial in a Book to be called the "Register of Transfers," and shall endorse such Entry on the Instrument of Transfer; and for every such Entry and Endorsement the Company may demand any Sum not exceeding Two Shillings and Sixpence; and, on the Request of the Purchaser of any Share or Shares, an Endorsement of such Transfer shall be made on the Certificate of such Share or Shares, instead of a new Certificate being granted; and for such Endorsement the Company may demand any Sum not exceeding One Shilling; and such Endorsement, being signed by the Clerk, shall be considered in every respect the same as a new Certificate; and until such Transfer have been so delivered to the Clerk as aforesaid the Purchaser shall not be entitled to receive any Share of the Profits of the said Undertaking, or to vote in respect of the Share or Shares therein specified.

Transfers not to be made until Calls paid.

XIII. And be it enacted, That no Shareholder shall be entitled to transfer any Share until he shall have paid all Calls for the Time being due on every Share held by him.

Closing of Transfer Books.

XIV. And be it enacted, That the Directors may close the Register of Transfers for a Period not exceeding Fourteen Days previous to each Ordinary Meeting, and may fix a Day for the closing of the same, of which Seven Days Notice shall be given by Advertisement in some Newspaper as after mentioned; and any Transfer made during the Time when the Transfer Books are so closed shall, as between the Company and the Party claiming under the same, but not otherwise, be considered as made subsequently to such Ordinary Meeting.

Transmission of Shares by other Means than Transfer to be authenticated by a Declaration.

XV. And with respect to the Registration of Shares the Interest in which may have become transmitted in consequence of the Death or Bankruptcy or Insolvency of any Shareholder, or in consequence of the Marriage of a Female Shareholder, or by any other legal Means than by a Transfer according to the Provisions of this Act, be it enacted, That no Person claiming by virtue of any such Transmission shall be entitled to receive any Share of the Profits of the said Undertaking, nor to vote in respect of any such Share as the Holder thereof, until such Transmission have been authenticated by a Declaration in Writing as herein-after mentioned, or in such other Manner as the Directors shall require; and every such Declaration shall state the Manner in which and the Party to whom such Share shall have been so transmitted, and shall be made and signed by some credible Person before a Justice, or before a Master or Master Extraordinary in the High Court of Chancery; and such Declaration shall be left with the Clerk, and thereupon he shall enter the Name

of the Person entitled under such Transmission in the Register Book of Shareholders of the Company; and for every such Entry the Company may demand any Sum not exceeding Two Shillings and Sixpence.

Proof of Transmission by Marriage, Will, &c.

XVI. And be it enacted, That if such Transmission be by virtue of the Marriage of a Female Shareholder the said Declaration shall contain a Copy of the Register of such Marriage, or other Particulars of the Celebration thereof, and shall declare the Identity of the Wife with the Holder of such Share; and if such Transmission have taken place by virtue of any Testamentary Instrument or by Intestacy, the Probate of the Will or Letters of Administration, or an Extract therefrom, to be authenticated by a Declaration to be so made and signed as aforesaid, shall, together with such Declaration, be produced to the Clerk, and upon such Production in either of the Cases aforesaid the Clerk shall make an Entry of the Declaration in the said Register of Transfers.

Recording Declaration not to infer Liability of Company.

XVII. And be it enacted, That the recording of such Declaration shall not imply any Liability on the Part of the Company for the Regularity or Validity of the Transfer or Title therein set forth; and all Payments of Dividends or other Acts done by the Company or by any of their Officers without Notice of the Irregularity or Invalidity of any such Transfer or Title shall be effectual, so far as the Company or such Officers are concerned, and shall exonerate them from all Claim on the Part of others alleging a preferable Right to such Shares or Dividends.

Notices to joint Proprietors of Shares.

XVIII. And be it enacted, That with respect to any Share to which several Persons may be jointly entitled all Notices directed to be given to the Shareholders shall be given to such One of the said Persons whose Name shall stand first in the Register of Shareholders, and Notice so given shall be sufficient Notice to all the Proprietors of such Share.

Receipts for Money payable to Minors, &c.

XIX. And be it enacted, That if any Money be payable to any Shareholder, being a Minor, Idiot, or Lunatic, the Receipt of the Guardian of such Minor, or the Receipt of the Committee of such Idiot or Lunatic, shall be a sufficient Discharge to the Company for the same.

Company not bound to regard Trusts.

XX. And be it enacted, That the Company shall not be bound to see to the Execution of any Trust, whether express, implied, or constructive, to which any of the said Shares may be subject; and the Receipt of the Party in whose Name any such Share shall stand in the Books of the Company shall from Time to Time be a sufficient Discharge to the Company for any Dividend or other Sum of Money payable in respect of such Share, notwithstanding any Trusts to which such Share may then be subject, and whether or not the Company have had Notice of such Trusts; and the Company shall not be bound to see to the Application of the Money paid upon such Receipt.

Power to make Calls.

XXI. And for the Purpose of enforcing Payment of the Capital subscribed by the Shareholders, be it enacted, That from Time to Time the Company may make such Calls of Money upon the respective Shareholders in respect of the Amount of Capital respectively subscribed or owing by them as they shall think fit, provided that Thirty Days Notice at the least be given of each Call, and that no Call exceed the Amount of Five Pounds *per* Share, and that successive Calls be not made at less than the Interval of Three Months; and every Shareholder shall be liable to pay the Amount of the Calls so made in respect of the Shares held by him to the Persons and at the Times and Places from Time to Time appointed by the Company.

Interest on Calls unpaid.

XXII. And be it enacted, That if before or on the Day appointed for Payment any Shareholder do not pay the Amount of any Call to which he may be liable, then such Shareholder shall be liable to pay Interest for the same at the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof to the Time of the actual Payment.

Payment of Subscriptions before Calls.

XXIII. And be it enacted, That the Company may, if they think fit, receive from any of the Shareholders willing to advance the same all or any Part of the Monies due upon their respective Shares beyond the Sums actually called for; and upon the Principal Monies so paid in advance, or so much thereof as from Time to Time shall exceed the Amount of the Calls made upon the Shares in respect of which such Advance shall have been made, the Company may pay Interest at such Rate, not exceeding Five Pounds *per Centum per Annum*, as the Shareholder paying such Sum in advance and the Company shall agree upon.

Enforcement of Calls by Action.

XXIV. And be it enacted, That if at the Time appointed by the Company for the Payment of any Call the Holder of any Share fail to pay the Amount of such Call the Company may sue such Shareholder for the Amount thereof in any Court of Law or Equity having competent Jurisdiction, and may recover the same, with Interest, at the Rate of Five Pounds *per Centum per Annum*, from the Day on which such Call may have been payable.

Declaration in Action for Calls.

XXV. And be it enacted, That in any Action to be brought by the Company against any Shareholder to recover any Money due for any Call it shall not be necessary to set forth the special Matter, but it shall be sufficient for the Company to declare that the Defendant is a Shareholder in the Company (stating the Number of Shares in respect of which such Money is due), and is indebted to the Company in the Sum of Money to which the Calls in arrear shall amount in respect of One Call or more upon One Share or more (stating the Number and Amount of each such Calls), whereby an Action hath accrued to the Company by virtue of this Act.

Matter to be proved in Action for Calls.

XXVI. And be it enacted, That on the Trial of any such Action it shall be sufficient to prove that the Defendant at the Time of making such Call was a Holder of One Share or more in the Company,

pany, and that such Call was in fact made, and such Notice thereof given as is directed by this Act; and it shall not be necessary to prove the Appointment of the Directors who made such Call, or any other Matter whatsoever; and thereupon the Company shall be entitled to recover what shall be due upon such Call, with Interest thereon, unless it shall appear, either that any such Call exceeds the Amount of Five Pounds *per* Share, or that due Notice of such Call was not given, or that the Intervals of Three Months between Two successive Calls had not elapsed.

Proof of Proprietorship.

XXVII. And be it enacted, That the Production of the Register Book of Shareholders of the Company shall be *primâ facie* Evidence of such Defendant being a Shareholder, and of the Number and Amount of his Shares.

Forfeiture of Shares for Nonpayment of Calls.

XXVIII. And be it enacted, That if the Holder of any Share fail to pay a Call payable by him in respect thereof, together with the Interest, if any, that shall have accrued thereon, the Directors, at any Time after the Expiration of Two Months from the Day appointed for Payment of such Call, may declare such Share forfeited, and that whether the Company have sued for the Amount of such Call or not.

Notice of Forfeiture to be given before Declaration thereof.

XXIX. And be it enacted, That before declaring any Share forfeited the Directors shall cause Notice of such Intention to be left at the usual or last Place of Abode of the Person appearing by the Register Book of Shareholders to be the Proprietor of such Share; and if the Holder of any such Share be abroad, or if the Interest in any such Share shall be known by the Directors to have become transmitted otherwise than by Transfer, as herein-before mentioned, but a Declaration of such Transmission shall not have been registered as aforesaid, and so the Address of the Parties to whom the same may have been transmitted shall not be known to the Directors, the Directors shall give public Notice of such Intention in the *London Gazette*, and also in some Newspaper as after mentioned; and the several Notices aforesaid shall be given Twenty-one Days at least before the Directors shall make such Declaration of Forfeiture.

Forfeiture to be confirmed by a General Meeting.

XXX. And be it enacted, That such Declaration of Forfeiture shall not take effect so as to authorize the Sale or other Disposition of any Share until such Declaration have been confirmed at some General Meeting of the Company to be held after the Expiration of Two Months at the least from the Day on which Notice of Intention to make such Declaration of Forfeiture shall have been given; and it shall be lawful for the Company to confirm such Forfeiture at any such Meeting, and by an Order at such Meeting, or at any subsequent General Meeting, to direct the Share so forfeited to be sold or otherwise disposed of; and after such Confirmation the Directors may sell the forfeited Share, either by public Auction or private Contract, and if there be more than One such forfeited Share then either separately or together, as to them shall seem

Sale of forfeited Shares.

seem fit; and any Shareholder may purchase any forfeited Share so sold.

Evidence as to Forfeiture of Shares.

XXXI. And be it enacted, That a Declaration in Writing, by some credible Person not interested in the Matter, made before any Justice, or before any Master or Master Extraordinary in the High Court of Chancery, that the Call in respect of a Share was made, and Notice thereof given, and that Default in Payment of the Call was made, and that the Forfeiture of the Share was declared and confirmed in manner herein-before required, shall be sufficient Evidence of the Facts therein stated; and such Declaration, and the Receipt of the Treasurer of the Company for the Price of such Share, shall constitute a good Title to such Share, and thereupon such Purchaser shall be deemed the Holder of such Share, discharged from all Calls made prior to such Purchase; and a Certificate of Proprietorship shall be delivered to such Purchaser, and he shall not be bound to see to the Application of the Purchase Money, nor shall his Title to such Share be affected by any Irregularity in the Proceedings in reference to any such Sale.

No more Shares to be sold than sufficient for Payment of Calls.

XXXII. And be it enacted, That the Company shall not sell or transfer more of the Shares of any such Defaulter than will be sufficient, as nearly as can be ascertained at the Time of such Sale, to pay the Arrears then due from such Defaulter on account of any Calls, together with Interest, and the Expences attending such Sale and Declaration of Forfeiture; and if the Money produced by the Sale of any such forfeited Share be more than sufficient to pay all Arrears of Calls, and Interest thereon, due at the Time of such Sale, and the Expences attending the Declaration of Forfeiture and Sale thereof, the Surplus shall, on Demand, be paid to the Defaulter.

On Payment of Calls, forfeited Shares to revert.

XXXIII. And be it enacted, That if Payment of such Arrears of Calls, and Interest and Expences, be made before any Share so forfeited and vested in the Company shall have been sold, such Share shall revert to the Party to whom the same belonged before such Forfeiture, in such Manner as if such Calls had been duly paid.

Extent of Liability of Shareholders.

XXXIV. And be it enacted, That no Shareholder of the Company shall be liable for or charged with the Payment of any Debt or Demand due from the Company beyond the Extent of his Share in the Capital of the Company not then paid up.

Execution against Shareholders to the Extent of Capital not paid up.

XXXV. And be it enacted, That if any Execution, either at Law or in Equity, shall have been issued, taken out, or used against the Lands, Property, or Effects of the Company, and if there cannot be found sufficient whereon to levy such Execution, then such Execution may be issued against any of the Shareholders of the Company to the Extent of their Shares respectively in the Capital of the Company not then paid up: Provided always, that no such Execution shall issue against any Shareholder, except upon an Order of the Court in which the Action, Suit, or other Proceeding shall have been brought or instituted, made upon Motion in open Court after giving Notice in Writing

Writing to the Persons sought to be charged, and upon such Motion such Court may order Execution to issue accordingly; and for the Purpose of ascertaining the Names of the Shareholders, and the Amount of Capital remaining to be paid upon their respective Shares, it shall be lawful for any Person entitled to any such Execution, at all reasonable Times, to inspect the Register Book of Shareholders without Fee.

Reimbursement.

XXXVI. And be it enacted, That if by means of any such Execution any Shareholder shall have paid any Sum of Money beyond the Amount then due from him in respect of Calls, he shall forthwith be reimbursed such additional Sum by the Directors, out of the Funds of the Company.

Power to borrow Money.

XXXVII. And be it enacted, That after One Half of the original Capital of the Company shall have been paid up it shall be lawful for the Company to borrow on Mortgage or Bond such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of a General Meeting of the Company, not exceeding in the whole the Sum of Fourteen thousand five hundred Pounds, and for securing the Repayment of the Money so borrowed, with Interest, to mortgage the Works, Rates, or Rents, and the future Calls on the Shareholders of the said Company.

Re-borrowing.

XXXVIII. And be it enacted, That if after having borrowed any Part of the Money so authorized to be borrowed on Mortgage the Company pay off the same, it shall be lawful for them again to borrow the Amount so paid off, and so from Time to Time; but such Power of re-borrowing shall not be exercised without the Authority of a General Meeting of the Company, unless the Money be so re-borrowed in order to pay off any existing Mortgage.

Evidence of Authority for borrowing.

XXXIX. And be it enacted, That the Certificate of a Justice that One Half of the original Capital has been paid up, together with a Copy of the Order of a General Meeting of the Company, authorizing the borrowing of any Money, certified by one of the Directors or by the Clerk to be a true Copy, shall be a sufficient Evidence of the Fact of the Capital required to be paid up having been so paid up, and of the Order for borrowing Money having been made, and upon Production to any Justice of the Books of the Company, or of such other Evidence as he shall think sufficient, such Justice shall grant the Certificate aforesaid.

Mortgages.

XL. And be it enacted, That every Mortgage for securing Money borrowed by the Company shall be by Deed, under the Common Seal of the Company, duly stamped, and wherein the Consideration shall be truly stated; and every such Mortgage may be according to the Form in the Schedule (C.) to this Act annexed, or to the like Effect.

Rights of Mortgagees.

XLI. And be it enacted, That the respective Mortgagees shall be entitled one with another to their respective Proportions of the Tolls, Sums, and Premises comprised in such Mortgage, and of the future

Calls payable by the Shareholders of the Company, according to the respective Sums in such Mortgages mentioned to be advanced by such Mortgagees respectively, and to be repaid the Sums so advanced, with Interest, without any Preference one above another, by reason of Priority of the Date of any such Mortgage, or of the Meeting at which the same was authorized, or on any other Account whatsoever.

Application of Call, notwithstanding Mortgage.

XLII. And be it enacted, That no such Mortgage, although it should comprise future Calls on the Shareholders, shall preclude the Company from receiving and applying to the Purposes of the Company any Calls to be made by the Company, so long as the Principal Money due on Mortgage does not exceed the Amount of all the Calls still remaining to be made.

Register of Mortgages.

XLIII. And be it enacted, That a Register of Mortgages shall be kept by the Clerk, and within Fourteen Days after the Date of any such Mortgage an Entry or Memorial, specifying the Number and Date of such Mortgage, and the Names of the Parties thereto, with their proper Additions, shall be made in such Register; and such Register may be perused at all reasonable Times by any of the Shareholders, or by any Mortgagee or Creditor of the Undertaking, or by any Person interested in any such Mortgage, without Fee or Reward.

Transfer of Mortgages.

XLIV. And be it enacted, That from Time to Time any Party entitled to any such Mortgage may transfer his Right and Interest therein to any other Person, by Deed in Writing duly stamped, wherein the Consideration shall be truly stated; and every such Transfer may be according to the Form in the Schedule (D.) to this Act annexed, or to the like Effect.

Entry of Transfers of Mortgages.

XLV. And be it enacted, That within Thirty Days after the Date of every such Transfer, if executed within the United Kingdom, or otherwise within Thirty Days after the Arrival thereof in the United Kingdom, it shall be produced to the Clerk; and thereupon the Clerk shall cause an Entry or Memorial thereof to be made in the same Manner as in the Case of the original Mortgage; and after such Entry every such Transfer shall entitle the Transferee, his Executors, Administrators, or Assigns, to the full Benefit of the original Mortgage in all respects; and no Party, having made such Transfer, shall have Power to make void, release, or discharge the Mortgage so transferred, or any Money thereby secured; and for such Entry the Company may demand a Sum not exceeding Two Shillings and Sixpence.

Payment of Interest on Loans.

XLVI. And be it enacted, That the Interest of the Money borrowed upon any such Mortgage shall be payable and paid half-yearly to the several Parties entitled thereto, and in preference to any Dividends payable to the Shareholders of the Company.

Transfers of Interest to be stamped.

XLVII. And be it enacted, That the Interest of any such Mortgage shall not be transferrable, except by a Deed duly stamped.

XLVIII. And

Repayment of Money borrowed at a Time fixed.

XLVIII. And be it enacted, That the Company may, if they think proper, fix a Period for the Repayment of the Principal Money so borrowed, with the Interest thereof; and in such Case the Company shall cause such Period to be inserted in the Mortgage Deed; and upon the Expiration of such Period the Principal Sum, together with the Arrears of Interest thereon, shall be paid to the Party entitled to such Mortgage.

Repayment of Money borrowed where no Time fixed.

XLIX. And be it enacted, That if no Time be fixed in the Mortgage Deed for the Repayment of the Money so borrowed the Party entitled to the Mortgage may, at the Expiration or at any Time after the Expiration of Twelve Months from the Date of such Mortgage, demand Payment of the Principal Money thereby secured, with all Arrears of Interest, upon giving Six Months previous Notice for that Purpose; and the Company may at all Times pay off the Money borrowed, or any Part thereof, on giving the like Notice; and such Notice, if given by a Mortgagee, shall be by Writing delivered to the Clerk, and if given by the Company shall be by Writing, given either personally to such Mortgagee, or if such Mortgagee be unknown, or cannot be found, such Notice shall be given by Advertisement in the *London Gazette*, and in some Newspaper, as after mentioned; and at the Expiration of the said Notice, when given by the Company, Interest shall cease to be payable on the Money secured by such Mortgage, unless, on Demand of such Money, the Company fail to pay the same pursuant to such Notice.

For enforcing Payment of Arrears.

L. And in order to provide for the Recovery of the Arrears of Interest and Costs, or of the Principal and Interest and Costs of any such Mortgage, at the respective Times at which such Interest, or such Principal and Interest, and Costs, become due, be it enacted, That if such Interest, or any Part thereof, shall for Thirty Days after the same shall have become due, and Demand thereof shall have been made in Writing, remain unpaid, the Mortgagee may either sue for the Interest so in arrear by Action of Debt in any of the Superior Courts, or he may require the Appointment of a Receiver, by an Application to be made as herein-after provided.

Principal and Interest.

LI. And with respect to such Principal Money, Interest, and Costs, be it enacted, That if such Principal Money and Interest be not paid within Six Months after the same has become payable, and after Demand thereof in Writing, the Mortgagee may sue for the same in any of the Superior Courts of Law or Equity; or if his Debt amount to the Sum of Five thousand Pounds, he may alone, or if his Debt does not amount to the Sum of Five thousand Pounds, he may in conjunction with other Mortgagees whose Debts, being so in arrear, after Demand as aforesaid, shall, together with his, amount to the Sum of Five thousand Pounds, require the Appointment of a Receiver, by an Application to be made as herein-after provided.

Appointment of Receiver.

LII. And be it enacted, That every such Application for a Receiver in the Cases aforesaid shall be made to Two or more Justices; and on any such Application so made, and after hearing the Parties,

it

it shall be lawful for such Justices, by Order in Writing, to appoint some Person to receive the Whole or a competent Part of the Rates, Rents, and Calls liable to the Payment of such Interest, or such Principal and Interest, as the Case may be, until such Interest, or until such Principal and Interest, as the Case may be, together with all Costs, including the Charges of receiving the Rates, Rents, and Calls aforesaid, be fully paid; and upon such Appointment being made all such Rates, Rents, and Calls of Money as aforesaid shall be paid to and received by the Person so to be appointed; and the Money so to be received shall be so much Money received by or to the Use of the Party to whom such Interest, or such Principal and Interest, as the Case may be, shall be then due, and on whose Behalf such Receiver shall have been appointed; and after such Interest and Costs, or such Principal, Interest, and Costs, have been so received, the Power of such Receiver shall cease.

Mortgagees not to vote.

LIII. And be it enacted, That no Party shall in right of any Mortgage be deemed a Shareholder, or be capable of acting or voting as such at any Meeting of the Company.

Access to Account Books by Mortgagees.

LIV. And be it enacted, That at all reasonable Times the Books of Account of the Company shall be open to the Inspection of the respective Mortgagees thereof, with Liberty to take Extracts therefrom, without Fee or Reward.

Power to convert Loan into Capital.

LV. And be it enacted, That it shall be lawful for the Company, if they think fit, to raise the additional Sum so authorized to be borrowed, or any Part thereof, by creating new Shares of the Company, instead of borrowing the same; or, having borrowed the same, it shall be lawful for them to continue at Interest only a Part of such additional Sum, if they so think fit, and to raise the Remainder thereof, or any Part of the Remainder thereof, by creating new Shares of the Company; but no such Augmentation of Capital as aforesaid shall take place without the Authority of an Order of a General Meeting of the Company called for the Purpose previously obtained.

New Shares to be considered same as original Shares.

LVI. And be it enacted, That the Capital so to be raised by the Creation of new Shares shall be considered as Part of the general Capital, and shall be subject to the same Provisions in all respects, whether with reference to the Payment of Calls, or the Forfeiture of Shares on Nonpayment of Calls, or otherwise, as if it had been Part of the original Capital, except as to the Times of making Calls for such additional Capital, and the Amount of such Calls, which respectively it shall be lawful for the Company from Time to Time to fix as they shall think fit.

If old Shares at a Premium, new Shares to be offered to original Shareholders.

LVII. And be it enacted, That if at the Time of any such Augmentation of Capital taking place by the Creation of new Shares the then existing Shares of the Capital Stock of the Company be at a Premium, or of greater actual Value than the nominal Value thereof, then the Sum so to be raised shall be divided into Shares of such Amount as will conveniently allow the said Sum to be apportioned

tioned among the then Shareholders in proportion to the existing Shares held by them respectively; and such new Shares shall be offered to the then Shareholders in the Proportion of One for every existing Share held by them respectively; and such Offer shall be made by Letter, under the Hand of the Clerk, given to or sent by Post to each Shareholder, or left at his usual or last Place of Abode; and such new Shares shall vest in and belong to the Shareholders who shall accept the same, and pay the Value thereof to the Company, at the Time and by the Instalments which shall be fixed by the Company; and if any Shareholder fail for One Month after such Offer of new Shares to accept the same, and pay the Instalment called for in respect thereof, it shall be lawful for the Company to dispose of such Shares to any Party willing to become the Purchaser thereof, for such Sum as the Company can obtain for the same.

If not at a Premium, to be issued as Company think fit.

LVIII. And be it enacted, That if at the Time of such Augmentation of Capital taking place the existing Shares of the Capital Stock of the Company be not at a Premium then such new Shares may be of such Amount and may be issued in such Manner as the Company shall think fit.

Application of Capital.

LIX. And be it enacted, That all the Money raised by the Company, whether by Subscriptions of the Shareholders or by Loan or otherwise, shall be applied, firstly, in paying the Costs and Expences incurred in obtaining this Act, and all Expences preparatory or relating thereto, and, secondly, in carrying the Purposes of the Company into execution.

Ordinary Meetings to to be held half-yearly.

LX. And with respect to General Meetings of the Company, be it enacted, That the First General Meeting of the Shareholders of the said Company shall be held at the *Exchange Buildings* in *Bradford* aforesaid within Two Months next after the passing of this Act, between the Hours of Ten in the Forenoon and Two in the Afternoon; and from and after such First General Meeting of the said Company there shall be a Half-yearly General Meeting of the said Company in the Months of *January* and *July* in each Year; and all Meetings, whether ordinary or extraordinary, shall be held in *Bradford* aforesaid.

Business at Ordinary Meetings.

LXI. And be it enacted, That no Matters, except such as are appointed by this Act to be done at an Ordinary Meeting, shall be transacted at any such Meeting, unless special Notice of such Matters have been given in the Advertisement convening such Meeting.

Extraordinary Meetings.

LXII. And be it enacted, That every Meeting of the Shareholders, other than an Ordinary Meeting, shall be called an "Extraordinary Meeting;" and such Meetings may be convened by the Directors at such Times as they may think fit.

Business at Extraordinary Meetings.

LXIII. And be it enacted, That no Extraordinary Meeting shall enter upon any Business not set forth in the Requisition or in the Notice upon which it shall have been convened.

Extraordinary Meetings may be convened by Shareholders.

LXIV. And be it enacted, That it shall be lawful for Three or more Shareholders, holding in the Aggregate Five hundred Shares to the Amount of Ten thousand Pounds, by Writing under their Hands at any Time to require the Directors to call an Extraordinary Meeting of the Company; and such Requisition shall fully express the Object of the Meeting required to be called, and shall be left at the Office of the Company, or given to at least Three Directors, or left at their last or usual Places of Abode; and forthwith upon the Receipt of such Requisition the Directors shall convene a Meeting of the Shareholders; and if for Twenty-one Days after such Notice the Directors fail to call such Meeting, the said Number of Shareholders, qualified as aforesaid, may call such Meeting by giving Fourteen Days public Notice thereof.

Notice of Meetings.

LXV. And be it enacted, That Ten Days public Notice at the least of all Meetings, whether ordinary or extraordinary, shall be given by Advertisement, which shall specify the Place, the Day, and the Hour of Meeting; and every Notice of an Extraordinary Meeting, or of an Ordinary Meeting, if any other than the Business hereby appointed for Ordinary Meetings is to be done thereat, shall specify the Purpose for which the Meeting is called.

Quorum for a General Meeting.

LXVI. And be it enacted, That in order to constitute a Meeting (whether ordinary or extraordinary) there shall be present, either personally or by Proxy, Three or more Shareholders holding in the Aggregate Ninety Shares to the Amount of One thousand eight hundred Pounds, and entitled to vote in respect thereof; and the Shareholders present at any such Meeting shall proceed in the Execution of the Powers of the Company with respect to the Matters for which such Meeting shall have been convened, and to those only; and if within One Hour from the Time appointed for such Meeting the said Number of Shareholders, qualified as aforesaid, be not present, no Business shall be transacted at the Meeting, but the same shall be held to be adjourned *sine Die*.

Chairman at General Meetings.

LXVII. And be it enacted, That at every Meeting of the Company one or other of the following Persons shall preside as Chairman; that is to say, the Chairman of the Directors, or, in his Absence, the Deputy Chairman; or, in the Absence of both the Chairman and Deputy Chairman, some one of the Directors of the Company, to be chosen for that Purpose by the Meeting; or, in the Absence of the Chairman and Deputy Chairman, and of all the Directors, any Shareholder to be chosen for that Purpose at such Meeting.

Adjourned Meetings.

LXVIII. And be it enacted, That every Meeting of the Shareholders may be adjourned from Time to Time, but no Business shall be transacted at any adjourned Meeting other than the Business left unfinished at the Meeting from which such Adjournment took place.

Votes of Shareholders.

LXIX. And be it enacted, That at all General Meetings of the Company every Shareholder shall have One Vote in respect of each Share possessed by him: Provided always, that no Shareholder shall be

be entitled to vote at any Meeting unless he shall have paid all the Calls then payable upon the Shares held by him.

Manner of voting.

LXX. And be it enacted, That such Votes may be given either personally, or by Proxies, being Shareholders, authorized by Writing, according to the Form in the Schedule (E.) to this Act annexed, or in a Form to the like Effect, under the Hand of the Shareholder nominating such Proxy, or if such Shareholder be a Corporation, then under their Common Seal; and every Proposition at any such Meeting shall be determined by the Majority of Votes of the Parties present, including Proxies, the Chairman of the Meeting being entitled to vote, not only as a Principal or Proxy, but to have a casting Vote, if there be an Equality of Votes.

Regulations as to Proxies.

LXXI. And be it enacted, That no Person shall be entitled to vote as a Proxy unless the Instrument appointing such Proxy have been transmitted to the Clerk of the Company Five Days before the holding of the Meeting at which such Proxy is to be used; and that no Person shall at any One Meeting represent more than Ten Shareholders.

Votes of joint Shareholders.

LXXII. And be it enacted, That if several Persons be jointly entitled to a Share the Person whose Name stands first in the Register of Shareholders, or One of the Holders of such Share, shall for the Purpose of voting at any Meeting be deemed the sole Proprietor thereof; and on all Occasions the Vote of such first-named Shareholder, either in Person or by Proxy, shall be allowed as the Vote in respect of such Share, without Proof of the Concurrence of the other Holders thereof.

Votes of Lunatics and Minors, &c.

LXXIII. And be it enacted, That if any Shareholder be a Lunatic or Idiot such Lunatic or Idiot may vote by his Committee, and if any Shareholder be a Minor he may vote by his Guardian or any one of his Guardians; and every such Vote may be given either in Person or by Proxy.

First Directors.

LXXIV. And be it enacted, That the Number of Directors shall be Twelve; and that *John Aked*, *Richard Garnett*, *William Henry Holloway*, *Miles Illingworth*, *Henry Leah*, *William Macturk* Doctor of Medicine, *Robert Milligan*, *William Murgatroyd*, *Robert Nicholson*, *John Rand* Esquire, *George Oxley*, and *William Walker* shall be the first Directors of the Company.

Election of future Directors.

LXXV. And be it enacted, That the Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held next after the passing of this Act; and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act, or may elect a new Body of Directors, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in each subsequent Year the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then

then retiring from Office, agreeably to the Provisions herein-after contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead, as herein-after mentioned.

Qualifications of Directors.

LXXVI. And be it enacted, That no Person shall be capable of being a Director unless he be a Shareholder possessed of Ten Shares at the least; and that no Person holding an Office or Place of Trust or Profit under the Company, or interested in any Contract with the Company, shall be capable of being a Director; and that no Director shall be capable of accepting any other Office or Place of Trust or Profit under the Company, or of being interested in any Contract with the Company during the Time he shall be a Director.

Failure of Meeting for Election of Directors.

LXXVII. And in order to provide for the Accident of a sufficient Number of Shareholders not being present at any Meeting at which Directors are to be elected, be it enacted, That if at any Meeting at which an Election of Directors ought to take place Ten Shareholders, holding in the aggregate Shares to the Amount of Two hundred, shall not be present within One Hour from the Hour appointed for the Meeting, no Election of new Directors or Re-election of existing Directors shall be made, nor shall any Business be transacted; but in such Case, at the Expiration of Fourteen Days from the Day of such intended Meeting, another Meeting shall be held at the same Place; and if at such other Meeting the said Number of Shareholders so qualified as aforesaid be not present, personally or by Proxy, within One Hour from the Hour fixed for the Meeting, such Meeting shall stand adjourned to the following Day, at the same Hour and Place; and if at the Meeting so adjourned the said Number of Shareholders so qualified as aforesaid be not present within One Hour from the Hour appointed for the Meeting, the existing Directors shall continue to act and retain their Powers until new Directors be appointed at the First Ordinary Half-yearly Meeting.

Rotation of Directors first elected.

LXXVIII. And be it enacted, That the Directors appointed by this Act, and continued in Office as aforesaid, or the Directors elected to supply their Places as aforesaid, shall retire from Office at the Time and in the Proportions following, the Individuals to retire being in each Instance determined by Ballot among the Directors; (that is to say,)

At the End of the First Year after the First Election of Directors One Third of such Directors shall go out of Office;

At the End of the Second Year, One Half of the Remainder of such Directors shall go out of Office; and

At the End of the Third Year the Remainder of such Directors shall go out of Office:

And in each Instance the Places of the retiring Directors shall be supplied by an equal Number of Shareholders qualified as aforesaid.

Permanent Rotation of Directors.

LXXIX. And be it enacted, That at the First Ordinary Meeting in every subsequent Year One Third of the Directors, being those

who have been longest in Office, shall go out of Office and cease to be Directors, and their Places shall be supplied in like Manner.

Directors going out of Office re-eligible.

LXXX. Provided always, and be it enacted, That every Director who shall go out of Office on any annual Day of Election may be immediately or at any future Time re-elected by the Company a Director of the Company, and after such Re-election he shall, with reference to the going out by Rotation, be considered as a new Director.

Cases in which Office of Director shall become vacant.

LXXXI. And be it enacted, That if any of the Directors at any Time subsequently to his Election accept or continue to hold any other Office or Place of Trust or Profit under the Company, or be either directly or indirectly concerned in any Contract with the Company, or participate in any Manner in the Profits of any Work to be done for the Company, or if such Director at any Time cease to be a Holder of Ten Shares in the Company, then and in any of the Cases aforesaid the Office of such Director shall become vacant, and thenceforth the Person in respect of whom the Office of Director shall so have become vacant shall cease from voting or acting as a Director.

Occasional Vacancies in Office of Directors to be supplied.

LXXXII. And be it enacted, That if any Director of the Company die or resign, or become disqualified or incompetent to act as a Director, or cease to be a Director by any other Cause than that of going out of Office by Rotation as aforesaid, the remaining Directors, if they think proper so to do, may elect in his Place some other Shareholder duly qualified to be a Director; and the Shareholder so elected to fill up any such Vacancy shall continue in Office as a Director so long only as the Person in whose Place he shall have been elected would have been entitled to continue if he had remained in Office.

Company may reduce Number of Directors.

LXXXIII. And be it enacted, That it shall be lawful for the said Company, by the Vote of any General or Special General Meeting, to reduce the Number of the Directors of the said Company, and to declare of what Number the said Directors shall from thenceforth consist, and also to determine the Order of Rotation in which such reduced Number shall go out of Office; and all Acts, Matters, and Things done by or by the Authority of the said Directors, when so reduced in Number, shall be as valid as though the Number of Directors appointed by this Act had not been so reduced.

Powers of the Company to be exercised by the Directors.

LXXXIV. And with respect to the Exercise of the Powers of the Company, be it enacted, That the Directors shall have the Management and Superintendence of the Affairs of the Company, and they may lawfully exercise all the Powers of the Company, except as to such Matters as are directed by this Act to be transacted by a General Meeting of the Company; and amongst other Powers to be exercised by the Directors,

They may appoint and displace any of the Officers of the Company, except the Clerk and the Treasurer;

They may fix the Salaries of all Officers, except the Salaries of themselves and of the Clerk and the Treasurer;

They may make and enforce the Calls upon the Shares of the respective Shareholders;

They may declare the Forfeiture of all Shares on which such Calls are not duly paid, subject to the Confirmation of a General Meeting as aforesaid;

They may enter into Contracts for the Execution of the Works of the Company, and for all other Matters necessary for the Transaction of its Affairs;

They may purchase the Lands authorized to be taken by the Company, and sell such Parts thereof as may not be required for the Purposes of the Company;

They may fix the Rates, Rents, or Sums to be taken by the Company; and

They may make Bye Laws for the Regulation of the Affairs of the Company:

But all the Powers so to be exercised shall be exercised in accordance with and subject to the Provisions of this Act in that Behalf; and the Exercise of all such Powers shall be subject also to the Control and Regulation of any General Meeting specially convened for the Purpose, but not so as to render invalid any Act done by the Directors prior to any Resolution passed by such General Meeting.

Powers of the Company not to be exercised by the Directors.

LXXXV. And be it enacted, That the following Powers of the Company, (that is to say,) the Choice and Removal of Directors and Auditors, the Appointment and Removal of the Treasurer and Clerk, the Determination as to the Remuneration of the Directors, and of the Auditors, and of the Treasurer and Clerk, the Determination as to the borrowing of Money on Mortgage, the Determination as to the Augmentation of Capital, the Determination as to the leasing of Tolls, and the Declaration of Dividends, shall be exercised only at a General Meeting of the Company.

Meetings of Directors.

LXXXVI. And be it enacted, That the Directors shall hold Meetings at such Times as they shall appoint for the Purpose, and they may meet and adjourn as they think proper from Time to Time and from Place to Place, and at any Time any Two of the Directors may require the Clerk to call a Meeting of the Directors; and in order to constitute a Meeting of Directors there shall be present at the least Three of the Directors; and all Questions, Matters, and Things considered at any such Meeting shall be determined by the Majority of Votes; and no Director, except the Chairman, shall have more than One Vote at any such Meeting; and if there be an equal Division of Votes upon any Subject entertained by such Meeting, the Chairman, in addition to his Vote as one of the Directors, shall have a casting Vote as Chairman.

Permanent Chairman of Directors.

LXXXVII. And be it enacted, That at the First Meeting of Directors held after the passing of this Act, and at the First Meeting of the Directors held after each annual Appointment of Directors, the Directors present at such Meeting shall choose one of the Directors to act as Chairman and another to act as Deputy Chairman

of the Directors for the Year following such Choice; and if the Chairman or Deputy Chairman die or resign, or become disqualified to act, or otherwise cease to be a Director, the Directors present at the Meeting next after the Occurrence of such Vacancy shall choose some other of the Directors to fill such Vacancy.

Occasional Chairman of Directors.

LXXXVIII. And be it enacted, That if at any Meeting of the Directors neither the Chairman nor the Deputy Chairman shall be present, the Directors present shall choose some One of their Number to be Chairman of such Meeting.

Committee of Directors.

Powers of Committee.

LXXXIX. And be it enacted, That the Directors may appoint One Member of their Body, or One or more Committees, consisting of such Number of Directors as they think fit, and may grant to any such Member or Committee Power on behalf of the Company to do any Act relating to the Works or the Affairs of the Company which the Directors shall from Time to Time think proper to intrust to such Member or Committee, except to make Calls for Money upon the Shareholders.

Meetings of Committee.

XC. And be it enacted, That such Committees may meet from Time to Time, and may adjourn from Place to Place, as they think proper, for carrying into effect the Purposes of their Appointment; and no such Committee shall exercise the Powers intrusted to them except at a Meeting at which there shall be present Three of its Members; and at all Meetings of the Committees One of the Members present shall be appointed Chairman; and all Questions at any Meeting of the Committee shall be determined by a Majority of the Members present; and in case of an equal Division of Votes the Chairman shall have a casting Vote, in addition to his own Vote as a Member of the Committee.

Contracts by Committee or Directors.

XCI. And be it enacted, That the Power which may be granted to any such Member or to such Committee to make Contracts, as well as the Power of the Directors to make Contracts on behalf of the Company, may lawfully be exercised as follows; (that is to say,)

With respect to any Contract which, if made between any private Persons, would be by Law required to be in Writing and under Seal, such Member or Committee, or the Directors, may make such Contract on behalf of the Company in Writing, and under the Common Seal of the Company:

With respect to any Contract which, if made between any private Persons, would be by Law required to be in Writing and signed by the Parties to be charged therewith, then such Member or Committee, or the Directors, may make such Contract on behalf of the Company in Writing, signed by such Member, or by such Committee, or any Three of them, or by any Three of the Directors, and in the same Manner may vary or discharge the same:

With respect to any Contract which, if made between any private Persons, would by Law be valid, although made by Parol only, and not reduced into Writing, such Member or Committee, or the

the Directors, may make such Contract on behalf of the Company by Parol only, without Writing, and in the same Manner may vary or discharge the same:

And all Contracts made according to the Provisions herein contained shall be effectual in Law, and shall be binding upon the Company and their Successors, and all other Parties thereto, their Heirs, Executors, or Administrators, as the Case may be; and on any Default in the Execution of any such Contract, either by the Company or any Party thereto, such Actions or Suits may be brought, either by or against the Company, as might be brought had the same Contracts been made between private Persons only.

Contracts for Works.

XCII. And be it enacted, That all Contracts for Works entered into with the Company shall specify the Work to be done, the Quality of the Materials to be used, the Prices to be paid, the Term within which the Contract is to be performed, and the Penalties for Nonperformance thereof, or such other Things as the Company think proper, and the Company may take such Security for the Performance of such Contract as to them shall seem necessary; nevertheless the Company lawfully may, from Time to Time, as they think fit, compound with any Person on account of any Breach or Nonperformance of any such Contract for any Sum of Money which they think fit, or they may remit any Penalties on account thereof.

Materials to vest in the Company for Purposes of Prosecution.

XCIII. And be it enacted, That during the Execution of any Contract made with the Company the Works in course of being executed under such Contract, and all the Materials of every Description brought upon or near such Works for the Purpose of being used in the Execution of such Contract, shall, in all Indictments and other Criminal Proceedings instituted by them for the Purpose of protecting the same from Injury, be held to be the Property of the Company,

Proceedings to be entered in a Book, and to be open for Inspection.

XCIV. And be it enacted, That the Directors shall cause Notes, Minutes, or Copies, as the Case may require, of all Appointments made or Contracts entered into by the Directors, and of the Orders and Proceedings of all Meetings, as well ordinary as extraordinary, of the Company and of the Directors, or of such One Director, or of the Committees of Directors, to be duly entered in Books to be from Time to Time provided for the Purpose, which shall be kept under the Superintendence of the Directors; and every such Entry shall be signed by such One Director or by the Chairman of the Meeting at which the Matter in respect of which such Entry is made was moved or discussed; and such Entry, so signed, shall be received as Evidence in all Courts, and before all Judges, Justices, and others, without Proof of such respective Meetings having been duly convened, or of the Person or Persons making or entering such Orders or Proceedings being a Shareholder or Shareholders, or a Director or Directors, or Member of Committee respectively, or of the Signature of such One Director, or of the Chairman, all of which last-mentioned Matters shall be presumed; and all such Books shall at all reasonable Times be open to the Inspection of any Shareholders,

XCV. And

Informalities in Appointment of Directors not to invalidate Proceedings.

XCV. And be it enacted, That all Acts done by any Meeting of the Directors, or of a Committee of Directors, or by any Person acting as a Director, shall, notwithstanding it may be afterwards discovered that there was some Defect or Error in the Appointment of any Person attending such Meeting as a Director, or acting as aforesaid, or that such Person was disqualified, be as valid as if such Persons had been duly appointed and was qualified to be a Director.

Indemnity of Directors.

XCVI. And be it enacted, That no Director, by being Party to, or making, signing, or executing, in his Capacity of Director, any Contract or other lawful Instrument on behalf of the Company, or otherwise lawfully executing any of the Powers given to the Directors, or to be so delegated by them as aforesaid under this Act, shall be subject to be sued or prosecuted, either collectively or individually, by any Person whomsoever; and the Bodies or Goods or Lands of the Directors, or any of them, shall not be liable to Execution of any legal Process by reason of any Contract or other Instrument so entered into, signed, or executed by them or any of them, or by reason of any other lawful Act done by them or any of them in the Execution of any of their Powers as Directors; and the Directors, their Heirs, Executors, and Administrators, shall be indemnified out of the Capital of the Company for all Payments made or Liability incurred in respect of any Acts done by them, and for all Losses, Costs, and Damages which they may incur in the Execution of the Powers granted to them; and the Directors for the Time being of the Company shall apply the existing Funds and Capital of the Company for the Purposes of such Indemnity, and shall, if necessary for that Purpose, make Calls of the Capital remaining unpaid.

Election of Auditors.

XCVII. And with respect to the Appointment of Auditors, be it enacted, That the Company shall, at the First Ordinary Meeting in each Year, elect Auditors, in like Manner as is provided for the Election of Directors; and every Auditor so elected, being neither removed nor disqualified nor having resigned, shall continue to be an Auditor until another be elected in his Stead.

Qualification of Auditors.

XCVIII. And be it enacted, That every Auditor shall have at least the same Number of Shares as shall be required to qualify a Director; and he shall not hold any Office in the Company, nor be in any other Manner interested in its Concerns, except as a Shareholder.

Rotation as to Auditors.

XCIX. And be it enacted, That One of such Auditors (to be determined in the first instance between themselves, and afterwards by Seniority,) shall go out of Office at the End of every Year; but the Auditor so going out shall be immediately re-eligible, and after any such Re-election shall, with respect to going out of Office by Rotation, be deemed a new Auditor.

Vacancies in Office of Auditor.

C. And be it enacted, That if any Vacancy take place among the Auditors in the course of the current Year, then, at any General Meeting of the Company, the Vacancy may, if the Company think fit, be supplied by Election of the Shareholders.

Failure of Meeting to elect Auditor.

CI. And be it enacted, That the Provision of this Act respecting the Failure of an Ordinary Meeting at which Directors are to be chosen shall apply to any Ordinary Meeting at which an Auditor is to be appointed.

Duty of Auditors.

CII. And be it enacted, That it shall be the Duty of such Auditors to receive from the Directors the half-yearly or other periodical Accounts and Balance Sheet required to be presented to the Shareholders, and to examine the same.

Powers of Auditors.

CIII. And be it enacted, That for the above Purposes such Auditors may employ such Accountants and other Persons as they may think proper, at the Expence of the Company, and they shall either make a special Report on the said Accounts, or simply confirm the same; and such Report or Confirmation shall be read, together with the Report of the Directors, at the Ordinary Meeting.

Delivery of Balance Sheet, &c. by Directors to Auditors.

CIV. And be it enacted, That the Directors shall deliver to such Auditors the half-yearly or other periodical Accounts and Balance Sheet Fourteen Days at the least before the ensuing Ordinary Meeting at which the same are required to be produced to the Shareholders, as herein-after provided.

Remuneration of Directors and Auditors.

CV. And be it enacted, That the Remuneration of the Directors and Auditors shall from Time to Time be fixed by a General Meeting of the Company.

Company to appoint a Clerk and Treasurer.

CVI. And be it enacted, That at the First General Meeting after the passing of this Act the Company shall elect a Clerk and a Treasurer, and any subsequent General Meeting may remove from Office any such Clerk or Treasurer; and if such Clerk or Treasurer die or resign, or be so removed, another Clerk or Treasurer shall be elected in his Place at a General Meeting; and from Time to Time any such Meeting may fix the Salary or other Emoluments to be allowed to such Clerk or Treasurer respectively, as they think proper.

Suspension of Clerk or Treasurer.

CVII. And be it enacted, That the Directors may at any Time suspend either the Treasurer or the Clerk from his Office, and may appoint some Person temporarily to fill the Office of the Treasurer or Clerk so suspended, or when vacant from any other Cause, with such Salary as they think fit; but in any such Case they shall forthwith call an Extraordinary Meeting of the Company, for the Purpose of taking into consideration the Propriety of removing from his Office any Treasurer or Clerk so suspended, and of electing a new Treasurer or Clerk, as the Case may require.

Separation of Offices of Clerk and Treasurer.

CVIII. And be it enacted, That neither the Person who shall hold the Office of Clerk, nor the Partner of such Clerk, nor any Person in the Service or Employment of such Clerk or of his Partner, shall be eligible to be the Treasurer; and that neither the Person who shall hold the Office of Treasurer, nor the Partner of such Treasurer, nor any Person in the Service or Employment of such Treasurer or of his Partner, shall be eligible to be the Clerk; and if any Person

offend in any of the following Cases he shall for every such Offence forfeit One hundred Pounds; (that is to say,) Penalty.

If any Person accept both the Offices of Clerk and Treasurer:

If any Person, being the Partner of such Clerk, or in the Service or Employment of such Clerk, or of his Partner, accept the Office of Treasurer, or act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer:

If any Person, being the Partner of such Treasurer, or in the Service or Employment of such Treasurer or of his Partner, accept the Office of Clerk, or act as Deputy of the Clerk, or in any Manner officiate for the Clerk:

If any such Treasurer or Clerk hold any Place of Profit or Trust under the Company other than that of Treasurer or Clerk, as the Case may be:

And any Person may sue for such Penalties by Action of Debt or on the Case in any of the Superior Courts, and shall, on Recovery thereof, be entitled to full Costs of Suit.

CIX. And be it enacted, That before any Person intrusted with the Custody or Control of Monies, whether Treasurer, Collector, or other Officer of the Company, shall enter upon his Office, the Directors shall take sufficient Security from him for the faithful Execution of his Office. Security to be taken.

CX. And be it enacted, That every Officer or Person employed by the Company shall from Time to Time, when required by the Directors, make out and deliver to them, or to any Person appointed by them for that Purpose, a true and perfect Account in Writing under his Hand of all Monies received by him on behalf of the Company, and such Account shall state how and to whom and for what Purpose such Monies shall have been disposed of, and together with such Account such Officer shall deliver the Vouchers and Receipts for such Payments; and every such Officer shall pay to the Directors, or to any Person appointed by them to receive the same, all Monies which shall appear to be owing from him upon the Balance of such Accounts. Officers to account, on demand.

CXI. And be it enacted, That if any such Officer fail to render such Account, or to produce and deliver up all the Vouchers and Receipts relating to the same in his Possession or Power, or to pay the Balance thereof when thereunto required, or if, for Three Days after being thereunto required, he fail to deliver up to the Directors, or to any Person appointed by them to receive the same, all Papers and Writings, Property, Effects, Matters, and Things, in his Possession or Power, relating to the Execution of this Act, or belonging to the Company, then, on Complaint thereof being made to a Justice, such Justice shall, by Warrant under his Hand and Seal, cause such Officer to be brought before him; and upon such Officer being so brought before him, or if such Officer cannot be found, then in his Absence, such Justice may hear and determine the Matter in a summary Way, and may adjust and declare the Balance owing by such Officer; and if it appear, either upon Confession of such Officer, or upon Evidence, or upon Inspection of the Account, that any Monies of the Company are in the Hands Summary Remedy against Parties failing to account.

Hands of such Officer, or owing by him to the Company, such Justice may order such Officer to pay the same, and if he fail to pay the Amount, it shall be lawful for such Justice to grant a Warrant to levy the same by Distress, or in default thereof to commit the Offender to Gaol, there to remain without Bail for a Period not exceeding Three Months; and in any of the following Cases, (that is to say,)

If any such Officer do not appear before the Justice at the Time and Place appointed for that Purpose; or

If such Officer appear, but fail to make out such Account in Writing; or

If such Officer refuse to produce and deliver to the Justice the several Vouchers and Receipts relating to such Account; or

If such Officer refuse to deliver up any Books, Papers, or Writings, Property, Effects, Matters, or Things, in his Possession or Power, belonging to the Company,

such Justice may lawfully commit such Offender to Gaol; and in every such Case of Commitment the Prisoner shall remain in Custody without Bail until he have made out and delivered such Accounts, and delivered up the Vouchers and Receipts, if any, relating thereto, in his Possession or Power, and have delivered up such Books, Papers, Writings, Property, Effects, Matters, and Things, if any, in his Possession or Power.

Sureties not to be discharged.

CXII. And be it enacted, That no such Proceeding against or Dealing with any such Officer as aforesaid shall deprive the Company of any Remedy which they might otherwise have against any Surety of such Officer.

Accounts to be kept.

CXIII. And be it enacted, That full and true Accounts shall be kept of all Sums of Money received or expended on account of the Company, by the Directors and all Persons employed by or under them, and of the Articles, Matters, and Things for which such Sums of Money shall have been received or disbursed and paid.

Books to be balanced.

CXIV. And be it enacted, That the Books of the Company shall be brought to a Balance Fourteen Days at least before each Ordinary Meeting; and forthwith, on the Books being so balanced, an exact Balance Sheet shall be made up which shall exhibit a true Statement of the Capital Stock, Credits, and Property of every Description belonging to the Company, and the Debts due by the Company at the Date of making such Balance Sheet, and a distinct View of the Profit or Loss which shall have arisen on the Transactions of the Company in the course of the preceding Half Year; and previously to each Ordinary Meeting such Balance Sheet shall be examined and docquetted by the Directors, or any Three of their Number, and shall be signed by the Chairman or Deputy Chairman of the Directors.

Inspection of Accounts by Shareholders at stated Times.

CXV. And be it enacted, That the Books so balanced, together with such Balance Sheet as aforesaid, shall, for Fourteen Days previous to each Ordinary Meeting, and for One Month thereafter, be open for the Inspection of the Shareholders at the principal Office or Place of Business of the Company; but the Shareholders shall not be

be entitled at any Time, except during the aforesaid Period before and after each Ordinary Meeting, to demand the Use or Inspection of such Books, unless in virtue of a written Order signed by Three of the Directors.

Balance Sheet to be produced.

CXVI. And be it enacted, That at each Ordinary Meeting the Director shall produce to the Shareholders assembled such Balance Sheet as aforesaid, applicable to the Period immediately preceding such Meeting.

Book-keeper to allow Inspection.

CXVII. And be it enacted, That a Book-keeper shall be appointed by the Directors, and such Book-keeper shall enter the Accounts aforesaid in Books to be provided for the Purpose, and every such Book-keeper shall permit any Shareholder or any Loan Creditor to inspect such Books at any reasonable Time during One Fortnight before and One Month after every Ordinary Meeting; and if he fail to permit any such Shareholder or Loan Creditor to inspect such Books, or take Copies or Extracts therefrom, during the Periods aforesaid, he shall forfeit for every such Offence a Sum not exceeding Twenty Pounds.

Accounts of Rents rateable to the Poor to be kept.

CXVIII. And for the Purpose of providing for the proper rating of the Property of the said Company to the Relief of the Poor, be it enacted, That the Company shall keep an Account of the whole Rates or Rents received by them, and rateable for the Relief of the Poor, showing the gross Amount of the monthly Receipts in respect of such Rates or Rents received in every Year, and the Amount and Particulars of the Expenditure in every such Year on account of any Expences, the probable annual average Cost of which is to be taken into account in ascertaining the net annual Value of the said Undertaking, for the Purpose of rating the same for the Relief of the Poor.

Power to Overseers of Poor to inspect Accounts.

Penalty for refusing them.

CXIX. And be it enacted, That at any Time during the first Fourteen Days in the Months of *February* and *August* in each Year it shall be lawful for the Overseers of the Poor of the several Townships or Places in which the said Works are situate to inspect such Accounts; and if the Company fail to keep such Accounts, or to permit such Inspection thereof, they shall forfeit to each Overseer who shall demand the said Accounts, or who shall be refused the Inspection of such Accounts, or either of them, for every such Failure to keep such Accounts, Thirty Pounds, and for every Day during which the Refusal to permit such Inspection may continue the Sum of Ten Pounds *per* Day; and such Penalties shall be recoverable by Action of Debt or on the Case in any of the Superior Courts, and shall be applied for the Benefit of the Poor of the Township or Place within which such Failure may occur.

Annual Account to be made up, and a Copy transmitted to the Clerk of the Peace.

CXX. And be it enacted, That the Company shall every Year cause an annual Account in Abstract to be prepared, showing the total Receipts and Expenditure of all Funds levied by virtue of this Act for the Year ending on the Thirtieth Day of *June* or some other convenient Day in each Year, under the several distinct Heads of Receipt and Expenditure, with a Statement of the Balance of such

Account, duly audited and certified by the Directors, or some of them, and shall transmit a Copy of the said Account, free of Charge, to the Clerk of the Peace for the said West Riding of the County of *York*, on or before the Thirty-first Day of *January* then next, which Account shall be open to the Inspection of the Public at all seasonable Hours, on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the said Company shall omit to prepare or transmit such Account as aforesaid they shall forfeit for every such Omission the Sum of Twenty Pounds.

Profits of the Company limited to 10 per Cent.

CXXI. And be it enacted, That the Profits of the said Undertaking divisible amongst the Proprietors of the said Company shall not exceed Ten Pounds *per Centum per Annum* in any One Year on the Amount paid in respect of each Share in the said Undertaking; and if the clear Profits of the said Undertaking shall in any Year amount to a larger Sum than shall be sufficient to make Distribution amongst the Proprietors of the said Company of Ten Pounds *per Centum per Annum* on the Amount paid in respect of each Share in the said Undertaking, the Excess shall from Time to Time be invested in Government or other Securities, and the Dividends and Interest arising from such Securities shall also be invested in the same or like Securities, in order that the same may accumulate at Compound Interest until the Fund so formed shall amount to the Sum of Ten thousand Pounds, which Sum may be continued of that Amount, and shall form a contingent or reserved Fund to meet any extraordinary Claim or Demand which may at any Time arise against the said Company.

Abstract of Account of Receipt and Expenditure to be verified, if required.

CXXII. And be it enacted, That when such Fund shall by Accumulation or otherwise amount to the Sum of Ten thousand Pounds, the Interest and Dividends thereon shall no longer be invested, but shall be applied to any of the general Purposes of the said Undertaking to which the Profits of the said Company are applicable; and an Abstract of such Account, together with an Account of the said Contingent Fund, shall be annually laid before the Justices assembled at the Quarter Sessions of the Peace for the West Riding of the County of *York* next after the Time of making up such Accounts, and be filed with the Clerk of the Peace of the said Riding; and the said Company shall also, if required by the Justices or by the Accountant or other Person to be appointed as herein-after mentioned, produce their Books of Account, and other Books, Bills, Receipts, Vouchers, and Papers relating to the said Undertaking.

Rates to be reduced if Profits more than 10 per Cent.

CXXIII. And be it enacted, That such Justices may nominate and appoint some Accountant or other competent Person, not being a Proprietor in any Water Company, at the Expence of the said Company (the Amount of such Expence to be ascertained and decided by such Justices), to examine and ascertain the actual State and Condition of the Concerns of the said Company, and to make Report thereof to the said Justices; and the said Justices may examine any Witnesses upon Oath touching the Truth of the said Accounts, and the Matters therein referred to; and if it shall thereupon appear to such Justices that the Profits of the said Company for the preceding Year shall have exceeded Ten Pounds *per Centum per Annum* on the Amount paid in

respect of every Share in the said Undertaking, after providing such Contingent Fund as aforesaid, the said Company shall make such a rateable Reduction in the Rents and Prices of Water to be furnished by the said Company for the then current Year as the said Company may deem prudent, or as in the Judgment of the said Justices shall be proper, but so as such Rents or Prices when reduced shall ensure to the said Company a Profit as near as may be to the Amount of Ten Pounds *per Centum per Annum* upon the Amount paid in respect of each Share for the then current Year.

Penalty for omitting to supply Account of Receipt and Expenditure.

CXXIV. And be it enacted, That if the Company shall refuse or wilfully neglect to produce to the said Justices, or to the said Accountant or other Person as aforesaid, the Books of Account, and other Books, Bills, Receipts, Vouchers, and Papers herein-before mentioned, for the Space of Seven Days after being required so to do by the said Justices, or by such Accountant or other Person as aforesaid, the said Company shall forfeit and pay the Sum of Ten Pounds for every Day such Refusal or wilful Neglect shall continue after the Expiration of the said Seven Days, such respective Penalties to be recovered by any Person who may sue for the same, with full Costs of Suit, by Action of Debt or on the Case in any of Her Majesty's Superior Courts; and it shall be lawful for any Person supplied with Water by the said Company to inspect and peruse the Accounts so filed, on Payment to the Clerk of the Peace of the Sum of One Shilling for every such Inspection, and to take or make Copies thereof, paying for every such Copy the Sum of Sixpence for every One hundred Words.

Declaration of Dividend.

CXXV. And be it enacted, That previously to every Ordinary Meeting the Directors shall cause a Scheme to be prepared, showing the Profits, if any, of the Company, for the Period current since the immediately preceding Ordinary Meeting, and apportioning the same among the Shareholders according to the Shares held by them respectively, and shall exhibit such Scheme at such Ordinary Meeting, and at such Meeting a Dividend may be declared according to such Scheme.

Dividend not to reduce Capital.

CXXVI. And be it enacted, That the Company shall not make any Dividend whereby their Capital Stock will be in any degree reduced.

Dividend not to be paid unless all Calls paid.

CXXVII. And be it enacted, That no Dividend shall be paid in respect of any Share until all Calls then due in respect of that or of any other Share held by the Person to whom such Dividend may be payable shall have been paid.

Power to make Bye Laws for the Officers of the Company.

CXXVIII. And with respect to the Power of the Company to make Bye Laws, be it enacted, That it shall be lawful for the Company from Time to Time to make such Bye Laws as they think fit, for the Purpose of regulating the Conduct of the Officers and Servants of the Company, and for providing for the due Management of the Affairs of the Company in all respects whatsoever, and from Time to Time to alter or repeal any such Bye Laws, and make others, provided

vided such Bye Laws be not repugnant to the Laws of that Part of the United Kingdom where the same are to have Effect, or to the Provisions of this Act; and such Bye Laws shall be reduced into Writing, and shall have affixed thereto the Common Seal of the Company; and a Copy of such Bye Laws shall be given to every Officer or Servant of the Company.

Fines for Breach of such Bye Laws.

CXXIX. And be it enacted, That the Company may impose such reasonable Fines and Forfeitures upon all Persons, being Officers or Servants of the Company, offending against such private Bye Laws, as the Company think fit, not exceeding Five Pounds for any One Offence, and such Fine and Forfeitures may be recovered in the Manner herein-after provided: Provided always, that any such Penalties may be reduced by the Justice or Justices before whom the same are sought to be recovered.

Evidence of Bye Laws.

CXXX. And be it enacted, That the Production of a written or printed Copy of the Bye Laws of the Company, having the Common Seal of the Company affixed thereto, shall be sufficient Evidence of such last-mentioned Bye Laws in all Cases of Prosecution under the same.

Arbitrators to be appointed within Fourteen Days.

CXXXI. And for the Purpose of providing as to the Determination of any Dispute authorized or directed by this Act to be settled by Arbitration, except in Cases in which any other Provisions are herein contained, be it enacted, That within Fourteen Days after any such Dispute shall have arisen each Party shall, in Writing, nominate and appoint an Arbitrator, to whom such Dispute shall be referred; and after such Appointments shall have been made neither Party shall have Power to revoke any such Appointment without the Consent of the other; and if for the Space of Fourteen Days after any Dispute shall have arisen, and after a Request in Writing shall have been made from the other Party to appoint an Arbitrator, either Party fail to appoint such Arbitrator, then upon such Failure the Party making the Request, and having himself appointed an Arbitrator, may appoint such Arbitrator to act on behalf of both Parties, and such Arbitrator may proceed to hear and determine the Matters which shall be in dispute; and in such Case the Award or Determination of such single Arbitrator shall be final, provided that the Award of the said Arbitrators to be so jointly appointed, or of the said sole Arbitrator, be made within Twenty-one Days from the Time of such Dispute being so referred to them or him as aforesaid,

Vacancy of Arbitrator to be supplied.

CXXXII. And be it enacted, That if, before the Matters so referred shall be determined, any Arbitrator appointed by either Party die, or become incapable or refuse or neglect to act as Arbitrator, the Party by whom such Arbitrator was appointed may nominate and appoint, in Writing, some other Person to act in his Place; and if for the Space of Seven Days after Notice in Writing from the other Party for that Purpose he fail to do so, the remaining or other Arbitrator may proceed *ex parte;* and every Arbitrator so to be substituted as aforesaid shall have the same Powers and Authorities as were vested

vested in the former Arbitrator at the Time of such his Death, Refusal, or Disability as aforesaid.

Appointment of Umpire.

CXXXIII. And be it enacted, That if within Twenty-one Days after their Appointment such Two Arbitrators cannot determine the Matters referred to them, they shall nominate and appoint an Umpire, and the Decision of such Umpire on the Matters so referred shall be final, provided that such Umpire shall make his Award in the Premises within the like Period of Twenty-one Days, to be computed as last aforesaid.

Power of Arbitrator to call for Books, &c.

CXXXIV. And be it enacted, That such Arbitrators or their Umpire may call for the Production of any Documents in the Possession or Power of either Party, which they or he may think necessary for determining the Question in dispute, and may examine the Parties or their Witnesses on Oath, and administer the Oaths necessary for that Purpose.

Service of Notices upon Company.

CXXXV. And with respect to the Service of Notices upon the Company, be it enacted, That any Summons, Notice, or Writ or other Proceeding, at Law or in Equity, requiring to be served upon the Company, may be served by the same being given personally to the Clerk of the Company, or being left at the Office of the Company, or being delivered to some Inmate at the Place of Abode of such Clerk, or in case there be no Clerk, or the Place of Abode of the Clerk shall not be found, then by being given to any One Director of the Company, or by being delivered to some Inmate of the Place of Abode of any such Director.

Service by Company on Shareholders.

CXXXVI. And with respect to any such Notice required to be served by the Company upon the Shareholders, be it enacted, That unless any such Notice be expressly required to be served personally, it shall be sufficient to transmit the same by Post, directed according to the registered Address, or other known Address of the Shareholder, within such Period as to admit of its being delivered in the due Course of Delivery, within the Period (if any) prescribed for the giving of such Notice; and in proving such Service, it shall be sufficient to prove that such Notice was properly directed, and that it was so put into the Post Office.

Notices by Advertisement.

CXXXVII. And be it enacted, That all Notices required by this Act to be given by Advertisement in a Newspaper shall be advertised in a *Bradford* Newspaper, or if there should be no Newspaper published there then in some Newspaper circulating in the District within which the Company's principal Place of Business shall be situated.

Authentication of Notices.

CXXXVIII. And be it enacted, That every Summons, Demand, or Notice, or other such Document requiring Authentication by the Company, may be signed by One Director, or by the Treasurer or the Clerk of the Company, and need not be under the Common Seal of the Company, and the same may be in Writing or in Print, or partly in Writing and partly in Print.

Releases to Witnesses.

CXXXIX. And be it enacted, That in all legal Proceedings under this Act general or other Releases for the Purpose of qualifying any Person in the Service of the Company to give Evidence as a Witness may be granted by any Two or more of the Directors; and every such Release or Discharge under the Hands and Seals of Two of the Directors shall be as effectual for the Purpose aforesaid as if made under the Common Seal of the Company.

Proof of Debts in Bankruptcy.

CXL. And with respect to the Proof and Recovery of Debts or other Proceedings against the Estates of Bankrupts or Insolvents, be it enacted, That if any Person against whom the Company shall have any Claim or Demand become bankrupt, or take the Benefit of any Act for the Relief of Insolvent Debtors, it shall be lawful for the Clerk or Treasurer of the Company, and they are hereby severally empowered, in all Proceedings instituted or prosecuted by the Company against the Estate of such Bankrupt or Insolvent, to represent the Company, and act in their Behalf in all respects as if such Claim or Demand had been the Claim or Demand of such Clerk or Treasurer, and not of the Company.

Tender of Amends.

CXLI. And with respect to Actions brought in respect of any Proceeding under the Provisions of this Act, be it enacted, That if before Action brought any Party having committed any Irregularity, Trespass, or other wrongful Proceeding in the Execution of this Act, or by virtue of any Power or Authority hereby given, make Tender of sufficient Amends to the Party injured, such Party shall not recover in any Action brought on account of such Irregularity, Trespass, or other wrongful Proceeding; and if no such Tender shall have been made it shall be lawful for the Defendant, by Leave of the Court where such Action shall be pending, at any Time before Issue joined, to pay into Court such Sum of Money as he shall think fit; and thereupon such Proceedings shall be had as in other Cases where Defendants are allowed to pay Money into Court.

Company empowered to Purchase the Works of the Company of Proprietors of the Bradford Waterworks.

CXLII. And whereas an Act was passed in the Thirtieth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for preserving the Works made for supplying the Town of* Bradford *in the County of* York, *and Part of the Township of* Horton, *with Water, for the more easy Recovery of the Rents for the said Water, and to enable the Proprietors thereof to borrow Money for the improving such Works*, whereby certain Persons therein named, being the Proprietors of such Works, and their Successors, were incorporated under the Name of the Company of Proprietors of *Bradford* Waterworks, for executing the several Powers vested in them by their said Act: And whereas the said last-mentioned Company are willing, under the Approval of Parliament, to sell and dispose of their Undertaking (save and except certain Tenements in *School Street* and *Slater's Coppy* in *Bradford* aforesaid, which were recently purchased by and are now held in Trust for the same Company,) to the Company hereby incorporated, for the Sum of Four thousand Pounds, free from all Debts now due from the said Company of Proprietors of *Bradford* Waterworks, but subject to the Rents and other Liabilities which the same Company are now subject or liable to in respect of their Undertaking

taking so agreed to be purchased as aforesaid, and a provisional Agreement has been entered into for such Purpose by and between certain Proprietors of the said Two Companies respectively, for and on behalf of themselves and their respective Co-Proprietors: And whereas it would be attended with Convenience if the said last-mentioned Undertaking were united with and placed under the Control and Management of the Company hereby incorporated; be it therefore enacted, That it shall be lawful for the said Company of Proprietors of *Bradford* Waterworks to sell, and for the Company hereby incorporated to purchase, the said Undertaking belonging to the said Company of Proprietors, and all the Lands, Buildings, Works, and Premises connected therewith, except as aforesaid, for the Sum of Four thousand Pounds, and that such Sum of Four thousand Pounds shall be paid into the Bank of *England* by the Company hereby incorporated on or before the Twenty-fifth Day of *November* next after the passing of this Act, to the Credit of *Benjamin Rawson* of *Nidd Hall* near *Ripley* in the County of *York*, Esquire, *William Tetley* of *Asenby Lodge* near *Thirsk* in the said County, Esquire, *Joshua Lupton* of *Bradford* aforesaid, Woolstapler, and *John Hill* of the same Place, Maltster, Trustees on behalf of themselves and the other Shareholders of the said Company of Proprietors of *Bradford* Waterworks; and the Receipt of the said *Benjamin Rawson*, *William Tetley*, *Joshua Lupton*, and *John Hill*, or the Survivor or Survivors of them, shall be a sufficient Discharge for the said Sum, and the Company hereby incorporated shall not be liable for the Misapplication or Non-application thereof or of any Part thereof, or in any Manner bound to see to the Application thereof or of any Part thereof.

Purchased Property to become subject to the Provisions of this Act.

CXLIII. And be it enacted, That on Payment into the Bank of *England* as aforesaid of the said Sum of Four thousand Pounds the said Undertaking (save as aforesaid) shall absolutely vest in and become the Property of the Company hereby incorporated, and the several Provisions of this Act shall be held to apply to the Works and Premises so purchased therewith as fully as with regard to any other Lands or Premises purchased by the Company hereby incorporated, or any Works made by them under the Powers of this Act.

Purchase Money how to be appropriated.

CXLIV. And be it enacted, That the said Sum of Four thousand Pounds, and also the Money which may arise by the Sale of the said excepted Hereditaments, and any other Monies belonging or to belong to the said Company of Proprietors of *Bradford* Waterworks, shall from Time to Time be paid and applied by the said *Benjamin Rawson*, *William Tetley*, *Joshua Lupton*, and *John Hill*, or the Survivors or Survivor of them, in or towards the performing, observing, paying, answering, and satisfying all the Mortgage and other Debts, Contracts, Engagements, Damages, and Expences, and all other Claims, Demands, and Liabilities whatsoever which the said last-mentioned Company are or may be subject or liable to, or so far as the said Sums will extend, in such Order and Course of Priority as the Hereditaments and Premises for which the said Money shall be so paid or received shall at the Time stand charged therewith, and the Surplus (if any) which may ultimately remain, after answering the

the Purposes last aforesaid, shall be paid and distributed to and amongst the Proprietors of the said last-mentioned Company, their Executors or Administrators, in proportion to their several Shares, Rights, and Interests therein; and in case it shall happen that any Party entitled to or interested in such Money or any Part thereof shall be in any way incapacitated or unable to give a Receipt for the same, or cannot be found, it shall in every such Case be lawful for the said *Benjamin Rawson*, *William Tetley*, *Joshua Lupton*, and *John Hill*, or the Survivors or Survivor of them, to pay the Amount to which such Party shall be entitled into the Bank of *England*, to the Credit of the Accountant General of the Court of Chancery, to be applied for by the Party entitled thereto, and after Sale and Disposition of the said excepted Hereditaments belonging to the said Company of Proprietors of *Bradford* Waterworks, and the Collection and Receipt of all Arrears, Debts, and Credits, of the same Company, and after performing and observing of the said Contracts and Engagements, and Payment or Satisfaction of the said Expences, Debts, Damages, Claims, Demands, and Liabilities as last aforesaid, and the Payment and Distribution of the said Surplus (if any) as aforesaid, the said Company of Proprietors of *Bradford* Waterworks shall be dissolved and cease to be a Body Politic and Corporate, and the said recited Act of the Thirtieth Year of King *George* the Third shall no longer be in force: Provided always, that if the said Sum of Four thousand Pounds shall be insufficient to pay all the Debts and Liabilities of the said Company of Proprietors of *Bradford* Waterworks, the Purchase of the said Undertaking by the Company hereby incorporated shall not prejudice or affect any Lien or Security which any Person being a Creditor of the said Company of Proprietors would have had on the Property purchased from them if such Purchase had not been made: Provided also, that any Rights, Privileges, or Protections reserved or granted to any Landowners or others by the said recited Act, or by any Deed, Contract, or Agreement now existing between the said Company of Proprietors of *Bradford* Waterworks and any such Landowners or others, shall remain in force as regards the Property so to be purchased from the said Company of Proprietors of *Bradford* Waterworks as fully as though this Act had not passed.

Power to purchase Lands.

CXLV. And be it enacted, That, subject to the Provisions of this Act, it shall be lawful for the Company to agree with the Owners of the Lands, which they are hereby authorized to enter into and take for the Purposes of the said Undertaking, for the absolute Purchase for a Consideration in Money of any such Lands, or such Parts thereof as they shall think proper, and of all subsisting Leases therein, and of all Rent-charges, Annuities, Mortgages, or Incumbrances affecting any such Lands, and all commonable or other Rights to which such Lands may be subject, and all other Estates and Interests in such Lands of what Kind soever.

Parties under Disability enabled to sell and convey.

CXLVI. And be it enacted, That it shall be lawful for all or any of the following Parties, being seised, possessed of, or entitled to any such Lands, or any such Estate or Interest therein as aforesaid, to sell and dispose of and convey or release the same to the Company, and

and to enter into all necessary Agreements for that Purpose; (that is to say,) all Corporations, Tenants for Life or in Tail, or for any other partial or qualified Estate or Interest, Husbands, Married Women seised in their own Right or entitled to Dower, Guardians, Committees of Lunatics and Idiots, Trustees or Feoffees in Trust for charitable or other Purposes, Executors and Administrators; and the Power so to sell and convey as aforesaid may lawfully be exercised by all such Parties, not only on behalf of themselves and their respective Heirs, Executors, Administrators, and Successors, but also for and on behalf of every Person entitled in Remainder or Expectancy after them, if incapacitated, unborn, or not to be found, and as to such Husbands in behalf of their Wives, and as to such Married Women as if they were sole, and as to such Guardians on behalf of their Wards, and as to such Committees on behalf of the Lunatics and Idiots of whom they are the Committees respectively, and that to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have exercised the same Power under the Authority of this Act if they had respectively been under no Disability, and as to such Trustees, Executors, and Administrators, on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Femes Covert, or other Persons, and that to the same Extent as such Cestuique Trusts respectively could have exercised the same Powers under the Authority of this Act if they had been respectively been under no Disability.

Parties under Disability to exercise other Powers.

CXLVII. And be it enacted, That every Power required to be exercised by the Lord of any Manor pursuant to the Provisions of this Act, and the Power to release Lands from any Rent, Payment, Charge, or Incumbrance, and to agree for the Apportionment of any such Rent, Charge, or Incumbrance, shall extend to and may lawfully be exercised by every Party herein-before enabled to sell and dispose of or convey and release Lands to the Company.

Consideration to be a gross Sum.

CXLVIII. And be it enacted, That, except as herein-after mentioned, the Consideration to be paid for the Purchase of any such Lands, or for any Damage done thereto, shall be in a gross Sum.

Acceptance of Compensation for Price of or Damage to Lands.

CXLIX. And be it enacted, That the Owners of any such Lands, or of any such Estate or Interest therein as aforesaid, and all Parties by this Act enabled to convey any such Lands, may agree to accept, and, subject to the Restrictions in this Act contained as to the Payment thereof, may accept Satisfaction for the Value of such Lands, or any Interest therein, to which such Party shall be entitled; and in addition to Compensation for the Value of such Lands, or of the Interest therein to be so conveyed, such Parties shall be entitled to and may in like Manner accept Compensation for any Damage by them sustained owing to the Exercise of the Powers of this Act.

Amount of Compensation to be ascertained by Valuation in case of Parties under Disability.

CL. And with respect to the Consideration Money to be paid for any Lands to be purchased from any Party under any Disability or Incapacity, and not having Power to sell or convey, except under the Provisions in this Act contained, and the Compensation Money to be paid for any permanent Damage or Injury to any such Lands, be

be it enacted, That such Consideration Money or Compensation shall not, except where the same shall have been determined by the Verdict of a Jury under the Provision herein-after contained, be less than shall be determined by the Valuation of Two able practical Surveyors, one of whom shall be nominated by the Company, and the other by the other Party; and if such Two Surveyors cannot agree in a Valuation, then by such Third Surveyor as any Two Justices shall for that Purpose nominate; and each of such Two Surveyors, if they agree, or if not, then the Surveyor nominated by the said Justices, shall annex to the Valuation a Declaration of the Correctness thereof.

Compensation to absent Parties to be ascertained by Valuation.

CLI. And with respect to the Consideration Money to be paid for any Lands to be purchased from any Party who, by reason of Absence, or from any other Incapacity, or Accident, is prevented from treating, or cannot be found, and the Compensation Money to be paid for any permanent Injury to such Lands, be it enacted, That such Consideration or Compensation shall not be less than shall be determined by the Valuation of such able practical Surveyor as Two Justices shall nominate for that Purpose; and such Surveyor shall annex to the Valuation a Declaration of the Correctness thereof.

Form of Conveyances.

CLII. And be it enacted, That all Conveyances of Lands to be so purchased as aforesaid may be according to the Form in Schedule (G.) to this Act annexed, or as near thereto as the Circumstances of the Case will admit of; and all such Conveyances shall be effectual to vest the Lands thereby conveyed in the Company, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed, and to bar and destroy all such Estates Tail, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the Lands comprised in such Conveyances as shall have been purchased or compensated for by the Consideration therein mentioned; but although Terms of Years be thereby merged they shall in Equity afford the same Protection as if they had been kept on foot and assigned to a Trustee for the Company to attend the Reversion and Inheritance.

Cost of Conveyances.

CLIII. And with respect to the Costs of the Conveyance of any such Lands purchased or taken by the Company, be it enacted, That all such Costs shall be borne by the Company, and such Costs shall include all Charges and Expences, incurred on the Part as well of the Seller as of the Purchaser, of all Conveyances and Assurances of any such Lands, and of any outstanding Terms or Interests therein, and of deducing, evidencing, and verifying the Title to such Lands, Terms, or Interests, and of making out and furnishing such Abstracts and attested Copies as the Company may require, and all other Expences incident to the Investigation, Deduction, and Verification of such Title; and before the Company enter into possession of the Lands so purchased or taken they shall pay the Amount of such Costs, and if there be any Dispute about the same they shall obtain an Order for the Taxation thereof as herein-after provided; nevertheless,

theless, if within Seven Days after Notice in Writing from the Company the Parties from whom such Lands shall have been purchased do not deliver a Bill of their Costs to the Company, then the Company shall not be prevented from entering into possession of such Lands by reason of the Nonpayment of such Costs, or by reason of such Order for Taxation thereof not having been obtained.

Taxation of Costs.

CLIV. And be it enacted, That if the Company and the Party entitled to any such Costs shall not agree as to the Amount thereof, such Costs shall be ascertained by the Court of Chancery, and for that Purpose either Party may apply to the Court by Petition, and thereupon the Court shall order such Costs to be referred to One of the Masters, to be taxed in the usual Manner; and upon Proof of such Order the Master shall proceed to tax such Costs accordingly, Notice of such Taxation being given to the other Party, and after the Taxation thereof it shall be lawful for the Court to order the Amount at which the same shall be so taxed, together with the Costs of Taxation, or so much of the same as shall be payable by the Company, to be paid to the Party entitled thereto, and the same shall be paid accordingly; and the Expence of taxing such Costs, and of obtaining the Order referring the same to be taxed, shall be borne by the Company, unless on the Taxation One Sixth Part of the Costs be disallowed, in which Case the Expense shall be borne by the Party from whom the Lands shall have been purchased or taken.

Purchase Money payable to Parties under Disability amounting to 200*l.* to be deposited in Bank of England.

CLV. And for the Purpose of providing for the Deposit and Application of the Purchase Money or Compensation to be paid in respect of any such Lands which may belong to Parties under Disability, be it enacted, That if any such Purchase Money or Compensation shall be payable in respect of any such Lands, or any Interest therein, which any Corporation, Tenant for Life or for any other partial or qualified Interest, Married Woman seised in her own Right or entitled to Dower, Guardian, Committee of Lunatic or Idiot, Trustee, Executor or Administrator, or Person under any Disability, shall be entitled to, and shall, under the Powers of this Act, be enabled to convey or dispose of, the same shall, if it amount to or exceed the Sum of Two hundred Pounds, be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there *ex parte* "The *Bradford* Waterworks Company," pursuant to the Method prescribed by an Act of the Twelfth Year of the Reign of His late Majesty King *George* the First, intituled *An Act for the better securing the Monies and Effects of the Suitors of the Court of Chancery, and to prevent the counterfeiting of* East India *Bonds, and Indorsements thereon, as likewise Indorsements on* South Sea *Bonds*, and pursuant to the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His late Majesty King *George* the Second, intituled *An Act to empower the High Court of Chancery to lay out on proper Securities any Monies, not exceeding a Sum therein limited, out of the common and general Cash in the Bank of* England *belonging to the Suitors of the said Court, for the Case of the said Suitors, by applying the Interest therefrom*

12 G. 1. c. 32.

12 G. 2. c. 24.

Application of Monies deposited.

therefrom for answering the Charges of the Office of the Accountant General of the said Court; and such Monies shall remain so deposited until the same be applied to some One or more of the following Purposes; (that is to say,)

In the Purchase or Redemption of the Land Tax, or the Discharge of any Debt or Incumbrance affecting the Land in respect of which such Money shall have been paid, or affecting other Lands settled therewith to the same or the like Uses, Trusts, or Purposes; or

In the Purchase of other Lands, to be conveyed, limited, and settled upon the like Uses, Trusts, and Purposes, and in the same Manner, as the Lands in respect of which such Money shall have been paid stood settled; or

If such Monies shall be paid in respect of any Buildings taken under the Authority of this Act, in replacing such Buildings, or substituting others in their Stead, in such Manner as the Court of Chancery shall direct; or

In Payment to any Party becoming absolutely entitled to such Money.

Order for Application.

CLVI. And be it enacted, That such Money may be so applied as aforesaid upon an Order of the Court of Chancery made on the Petition of the Party who would have been entitled to the Rents and Profits of the Lands in respect of which such Money shall have been deposited; and until the Money can be so applied it may, upon the like Order, be invested by the said Accountant General in the Purchase of Three *per Centum* Consolidated or Three *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and until such Annuities or Securities shall be ordered to be sold, or converted into Money, for the Purposes aforesaid, the Interest, Dividends, and annual Proceeds thereof shall from Time to Time be paid to the Party who would for the Time being have been entitled to the Rents and Profits of the Lands; and the Order for such Investment and Application of the Interest, Dividends, and annual Proceeds thereof may be made on the like Petition.

Sums from 20*l.* to 200*l.* to be deposited or invested in Trustees.

CLVII. And with respect to any such Purchase Money or Compensation which shall not amount to the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, be it enacted, That the same shall either be paid into the Bank of *England*, and applied in the Manner herein-before directed with respect to Sums amounting to or exceeding Two hundred Pounds, or the same may lawfully be paid to Two Trustees, to be nominated by the Parties entitled to the Rents or Profits of the Lands in respect whereof the same shall be payable, such Nomination to be signified by Writing under the Hands of the Parties so entitled; and in case of the Coverture, Infancy, Lunacy, or other Incapacity of the Parties entitled to such Monies, such Nomination may lawfully be made by their respective Husbands, Guardians, Committees, or Trustees; but such last-mentioned Application of the Monies shall not be made unless the Company approve thereof, and of the Trustees named for the Purpose, such Approval to be signified in Writing under their Common Seal; and the Money so paid to such Trustees, and the Produce

Produce arising therefrom, shall be by such Trustees applied in the Manner herein-before directed with respect to Money paid into the Bank of *England;* but it shall not be necessary to obtain any Order of the Court for that Purpose.

Sums not exceeding 20*l.* to be paid to Parties.

CLVIII. And with respect to any such Money which shall not exceed the Sum of Twenty Pounds, be it enacted, That the same shall be paid to the Parties who would for the Time being have been entitled to the Rents and Profits of the Lands in respect whereof the same shall be payable, for their own Use and Benefit, or in case of the Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity of any such Parties, then such Money shall be paid, for their Use, to the respective Husbands, Guardians, Committees, or Trustees of such Persons.

Where Parties refuse to convey, or do not show Title, the Purchase Money to be deposited.

CLIX. And for the Purpose of providing for the Payment and Application in certain Cases of the Purchase Money or Compensation to be paid in respect of any such Lands not belonging to Parties under Disability, be it enacted, That in the following Cases, (that is to say,) if the Owner of any such Lands, or of any Interest therein, on Tender of the Purchase Money or Compensation either agreed or awarded to be paid, refuse to accept the same, or if any such Person fail to make out a Title to the Lands in respect whereof such Purchase Money or Compensation shall be payable, or to the Interest therein claimed by him, to the Satisfaction of the Company, or if such Owner be gone out of the Kingdom, or cannot be found, or be not known, or refuse to convey or release such Lands, as directed by the Company, it shall be lawful for the Company to deposit the Purchase Money or Compensation payable in respect of such Lands, or any Interest therein, in the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there to the Credit of the Parties interested in such Lands, (describing them, so far as the Company can do,) subject to the Control and Disposition of the said Court; and upon Receipt of such Money the Cashier of such Bank shall give to the Company, or to the Party paying in such Money, a Receipt for such Money, specifying therein for what and for whose Use (described as aforesaid) the same shall have been received, and in respect of what Purchase the same shall have been paid in, and thereupon all the Interest in such Lands in respect whereof such Purchase Money or Compensation shall have been deposited shall vest absolutely in the Company.

Application of Monies so deposited.

CLX. And be it enacted, That upon the Application by Petition of any Party making claim to the Money so deposited as last aforesaid, or any Part thereof, the said Court of Chancery may, in a summary Way, as to such Court shall seem fit, order the same to be laid out or invested in the Public Funds, or may order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estates, Titles, or Interests of the Parties making claim thereto, and may make such other Order in the Premises as to such Court shall seem fit.

Court of Chancery may direct Investment of Payment of Money in respect of Leases for Lives, Years, &c., or Reversions, as they may think just.

CLXI. Provided always, and be it enacted, That where any such Purchase Money or Compensation so paid into the Court of Chancery shall have been paid in respect of any Lease for Lives or Years, or any Estate in Lands less than the whole Fee Simple thereof, or of any Reversion dependent on any such Lease or Estate, it shall be lawful for the Court of Chancery, on the Petition of any Party interested in such Money, to order that the same shall be laid out, invested, accumulated, and paid in such Manner as the said Court may consider will give to the Parties interested in such Money the same Benefit therefrom as they might have legally had from the Lease, Estate, or Reversion in respect of which such Money shall have been paid, or as near thereto as may be.

Party in Possession deemed to be the Owner.

CLXII. And be it enacted, That if any Question arise respecting the Title to the Lands in respect whereof such Monies shall have been so paid or deposited as aforesaid, the Parties respectively in Possession or Receipt of the Rents of such Lands at the Time of such Lands being purchased or taken shall be deemed to have been lawfully entitled to such Lands, until the contrary be shown to the Satisfaction of the Court; and unless the contrary be shown as aforesaid the Parties so in possession, and all Parties claiming under them, or consistently with their Possession, shall be deemed entitled to the Money so deposited, and to the Dividends or Interest of the Annuities or Securities purchased therewith; and the same shall be paid and applied accordingly.

Costs in Cases of Money deposited.

CLXIII. And with respect to Costs in Cases of Monies deposited in the Bank of *England*, be it enacted, That the Court of Chancery may in all such Cases, except where Monies shall have been so deposited, by reason of the wilful Refusal of any Party entitled thereto to receive the same, or to convey or release the Lands in respect whereof the same shall be payable, order the Costs of the following Matters, including therein all reasonable Charges and Expences incident thereto, to be paid by the Company; (that is to say,) the Costs of the Purchase, or of the taking or using of the Lands, or which shall have been incurred in consequence thereof, other than such Costs as are herein otherwise provided for; and the Costs of the Investment of such Monies in Government or Real Securities, and of the Re-investment thereof, or of the Government or Real Securities purchased therewith, in the Purchase of other Lands; and also the Costs of obtaining the proper Orders for any of the Purposes aforesaid, and of the Orders for the Payment of the Dividends and Interest of the Government or Real Securities upon which such Monies shall be invested, and for the Payment out of Court of the Principal of such Monies, or of the Government or Real Securities whereon the same shall be invested, and of all other Proceedings relating thereto, except such as are occasioned by Litigation between adverse Claimants.

Payment of Price to be made previous to Entry, ex-

CLXIV. And be it enacted, That the Company shall not, except by Consent of the Owner and Occupier, enter upon any Lands which shall be required to be purchased or permanently used for the Purposes of this Act until they shall either have paid to every Party having

having Interest in such Lands, or deposited in the Bank of *England*, in the Manner herein mentioned, the Purchase Money or Compensation agreed or awarded to be paid to such Parties respectively for their respective Interests therein: Provided always, that for the Purpose merely of surveying and taking Levels of such Lands it shall be lawful for the Company to enter upon the same without the previous Consent of the Owners, making Compensation for any Damage thereby occasioned to the Owners or Occupiers of such Lands. Except to survey, &c.

CLXV. And be it enacted, That if the Company or any of their Contractors shall, except as aforesaid, wilfully enter upon and take possession of any Lands which shall be required to be purchased or permanently used for the Purposes of this Act, without such Consent as aforesaid, or without having made such Payment or Deposit as aforesaid, the Company shall forfeit to the Party in possession of such Lands the Sum of Ten Pounds, over and above the Amount of any Damage done to such Lands by reason of such Entry and taking possession as aforesaid, such Penalty and Damage respectively to be recovered before Two Justices; and if the Company or their Contractors shall, after Conviction in such Penalty as aforesaid, or after Notice from the Party in possession of such Land, continue in unlawful Possession of any such Lands, the Company shall be liable to forfeit the Sum of Twenty-five Pounds for every Day they or their Contractors shall so remain in possession as aforesaid, such Penalty to be recoverable by the Party in possession of such Lands, with full Costs of Suit, in any of the Superior Courts: Provided always, that nothing herein contained shall be held to subject the Company to the Payment of any such Penalties as aforesaid if they shall, *bonâ fide* and without Collusion, have paid or deposited the Compensation agreed or awarded to be paid in respect of the said Lands, to any Person whom the Company may have reasonably believed to be entitled thereto, although such Person may not have been legally entitled thereto. Penalty on Company entering upon Lands without Consent before Payment of the Purchase Money.

CLXVI. And be it enacted, That on the Trial of any Action for any such Penalty as aforesaid the Decision of the Justices under the Provision herein-before contained shall not be held conclusive as to the Right of Entry on any such Lands by the Company. Decision of Justices not conclusive as to Company's Right.

CLXVII. And be it enacted, That when the Company shall require to purchase any of the Lands which by this Act they are authorized to purchase or take they shall give Notice thereof to all the Parties interested in such Lands, or enabled by this Act to sell and convey or release the same, or such of them as shall be known to the Company, and by such Notice shall demand from such Parties the Particulars of their Estate and Interest in such Lands, and of the Claims made by them in respect thereof; and every such Notice shall be in Writing, and shall state the Particulars of the Lands so required, and shall state that the Company are willing to treat for the Purchase of the Interest of such Party in such Lands, and as to the Compensation to be made Notice of Intention to take Lands.

made for the Damage that may be sustained by him by reason of the making of the Works hereby authorized.

Parties interested in Lands to state their Claims.

CLXVIII. And be it enacted, That if, for One Month after the Receipt of such Notice, any such Party shall fail to state the Particulars of his Claim in respect of any such Land, or to treat with the Company in respect of his Interest therein, or if such Party and the Company shall differ as to the Amount of the Compensation to be paid to such Party for any such Interest, or for any Damage that may be sustained by him by reason of the Execution of the said Undertaking, the Amount of such Compensation shall be settled in the Manner herein-after provided for settling Cases of disputed Compensation.

Proceedings in case of Refusal to deliver Possession of Lands.

CLXIX. And be it enacted, That where, according to the Provisions of this Act, the Company are authorized to enter upon and take possession of any Lands required for the Purposes of the said Undertaking, if the Owner or Occupier of any such Lands, or any other Person, refuse to give up the Possession thereof, or hinder the Company from entering upon or taking possession of the same, it shall be lawful for the Company to issue their Precept under their Common Seal to the Sheriff to deliver Possession of the same to the Person appointed in such Precept to receive the same; and upon the Receipt of such Precept the Sheriff shall deliver Possession of any such Lands accordingly; and the Costs accruing by reason of the issuing and Execution of such Precept, to be settled by the Sheriff, shall be paid by the Persons refusing to give Possession; and such Costs, if not paid on Demand, shall be levied by Distress, and the Sheriff shall issue his Warrant accordingly.

Disputes as to Compensation to be settled by Jury.

CLXX. And for the Purpose of making Provision for settling Cases of disputed Compensation arising under this Act, be it enacted, That if any Difference shall arise or if no Agreement can be come to between the Company and the Owners of any Lands, or of any Interest in any such Lands, taken or required for or injuriously affected by the Execution of the said Works, (including among such Owners all Parties by this Act enabled to sell or convey Lands,) as to the Value of such Lands, or of any Interest therein, or as to the Compensation to be made in respect thereof, or if by reason of Absence any such Owner be prevented from treating, or if any such Owner fail to disclose or prove his Title to any such Lands or any Interest therein, or if by reason of any Impediment or Disability any such Owner be incapable of making any Agreement, Conveyance, or Release necessary for enabling the Company to take such Lands, or to proceed in making the said Works; or if any such Difference arise as to the Amount of the Damages occasioned to any Lands by the temporary Occupation thereof in the making of the said Works, or otherwise, in exercise of the Powers given by this Act, and for which any Party may be entitled to demand Compensation according to the Provisions of this Act; the Amount of the Compensation to be paid by the Company in every such Case shall be settled by the Verdict of a Jury in manner herein-after mentioned.

CLXXI. And

Claims not exceeding 50*l.* to be settled by Two Justices.

CLXXI. Provided always, and be it enacted, That if the Compensation claimed in any of the Cases mentioned in the preceding Enactment shall not exceed Fifty Pounds the same shall be settled by Two Justices.

Notice by Company of Intention to have Jury summoned.

CLXXII. And be it enacted, That where it shall be necessary to refer any such Question to the Determination of a Jury, by reason of any such Difference as aforesaid, then, One Month at the least before issuing their Warrant for summoning a Jury, as herein-after provided, the Company shall give Notice in Writing to the Party with whom such Difference shall have arisen, of their Intention to to cause such Jury to be summoned; and in such Notice the Company shall state what Sum of Money they are willing to give such Party for his Interest in such Lands, and for the Damage to be sustained by him by the Execution of the said Works.

Requisition by Party claiming Compensation that Jury be summoned.

CLXXIII. And be it enacted, That if any Party who shall be entitled to any Compensation in respect of any Lands, or of any Interest therein, taken for or injuriously affected by the making of the said Works, shall desire the Amount of such Compensation to be determined by a Jury, it shall be lawful for such Party to give Notice in Writing to the Company of such his Desire, and he shall in such Notice state the Nature of the Interest claimed by him in such Lands, and the Amount of the Compensation claimed by him in respect thereof; and unless the Company be willing to pay the Amount of Compensation so claimed, and shall enter into a written Agreement for that Purpose, then within Twenty-one Days after the Receipt of any such Notice from any Party so entitled they shall issue their Warrant to the Sheriff to summon a Jury accordingly, in the Manner herein mentioned.

Warrant for summoning Jury to be addressed to the Sheriff.

CLXXIV. And be it enacted, That in every Case in which any such Question of disputed Compensation shall be required to be determined by the Verdict of a Jury, the Company shall issue their Warrant to the Sheriff, under their Common Seal, requiring him to summon a Jury for that Purpose; and if such Sheriff be interested in the Matter in dispute, by being a Shareholder of the Company, or otherwise, such Application shall be made to some Coroner of the County in which the Lands in question, or some Part thereof, shall be situate; and if all the Coroners of such County be so interested, such Application may be made to some Person having filled the Office of Sheriff or Coroner in such County who shall be then living there, and who shall not be interested in the Matter in dispute; and with respect to the Persons last-mentioned, Preference shall be given to one who shall have most recently served either of the said Offices.

Provisions applicable to Sheriff to apply to Coroner.

CLXXV. And be it enacted, That throughout the Enactments contained in this Act relating to the Reference to a Jury, where the Term "Sheriff" is used, the Provisions applicable thereto shall be held to apply to every Coroner or other Person lawfully acting in his Place; and in every Case in which any such Warrant shall have been directed to any other Person than the Sheriff, such Sheriff

shall, immediately on receiving Notice of the Delivery of the Warrant, deliver over, on Application for that Purpose, to the Person to whom the same shall have been directed, or to any Person appointed by him to receive the same, the Jurors Book and Special Jurors List belonging to the County where the Lands in question shall be situate.

Summoning of Jurymen.

CLXXVI. And be it enacted, That upon the Receipt of such Warrant the Sheriff shall summon a Jury of Twenty-four indifferent Persons, duly qualified to act as Common Jurymen in the Superior Courts, to meet at the Time and Place named in the Warrant for that Purpose.

Impannelling of Jury.

CLXXVII. And be it enacted, That out of the Jurors appearing upon such Summons a Jury of Twelve Persons shall be drawn by the Sheriff, in such Manner as Juries for Trials of Issues joined in the Superior Courts are by Law required to be drawn; and if a sufficient Number of Jurymen do not appear in obedience to such Summons the Sheriff shall return other indifferent Men, duly qualified as aforesaid, of the By-standers, or others that can speedily be procured, to make up the Jury to the Number aforesaid; and all Parties concerned may have their lawful Challenges against any of the Jurymen, but no such Party shall challenge the Array.

Notice of Inquiry.

CLXXVIII. And be it enacted, That Fourteen Days Notice of the Time and Place of the Inquiry shall be given in Writing by the Company to the other Party.

Sheriff to preside.

Witnesses to be summoned.

CLXXIX. And be it enacted, That the Sheriff shall preside on the said Inquiry, and the Party claiming Compensation shall be deemed the Plaintiff, and shall have all such Rights and Privileges as the Plaintiff is entitled to in the Trial of Actions at Law; and, if either Party so request, in Writing, the Sheriff shall summon before him any Person considered necessary to be examined as a Witness touching the Matters in question; and, on the like Request, the Sheriff shall order the Jury, or any Six or more of them, to view the Place or Matter in controversy, in like Manner as Views may be had in the Trial of Actions in the Superior Courts.

Oath of Jurymen.

CLXXX. And be it enacted, That before the Jury proceed to inquire of and assess the Compensation or Damage in respect of which their Verdict is to be given they shall make Oath that they will truly and faithfully inquire of and assess such Compensation or Damage; and the Sheriff shall administer such Oaths, as well as the Oaths of all Persons called upon to give Evidence.

Verdict of Jury to be for Purchase of Lands and for Damage, assessed separately.

CLXXXI. And be it enacted, That such Jury shall deliver their Verdict for the Sum of Money to be paid for the Purchase of the Lands required for the said Undertaking, or of any Interest therein belonging to the Party with whom such Questions of disputed Compensation shall so have arisen, and also the Sum of Money to be paid for the Injury done to the Lands of any such Party by the Severance from such Lands of the Lands required by the Company, and also

the Sum of Money to be paid by way of Compensation for the Damage occasioned to any such Lands by the Execution of the Works, whether it be for Damage sustained before the Time of the Inquiry, or for future Damage, either temporary or permanent, or for any recurring Damage of which the Cause is then only in part obviated, and which cannot or will not be further obviated by the Company; and the Sums of Money to be paid for the Injury done by any such Severance as aforesaid, or by way of Compensation for any such Damage as aforesaid, shall in every Case be assessed separately from the Value of the Lands, or the Sum to be paid for the Purchase thereof, or of any Interest therein.

Value of Interests previously purchased to be deducted.

CLXXXII. And be it enacted, That in assessing the Sum of Money to be paid for the Purchase of any such Lands, the Value of any Interest in such Lands as shall have been heretofore rightly purchased by the Company shall be first deducted.

Verdict and Judgment to be recorded.

CLXXXIII. And be it enacted, That the Sheriff before whom such Inquiry shall be held shall give Judgment for the Purchase Money or Compensation assessed by such Jury; and the said Verdict and Judgment shall be signed by the Sheriff, and, being so signed, shall be kept by the Clerk of the Peace among the Records of the Quarter Sessions of the County in which the Lands or any Part thereof shall be situate in respect of which such Purchase Money or Compensation shall have been awarded; and such Verdicts and Judgments shall be deemed Records, and the same, or true Copies thereof, shall be good Evidence in all Courts and elsewhere; and all Persons may inspect the said Verdicts and Judgments, and may have Copies thereof or Extracts therefrom, on paying for each Inspection thereof One Shilling, and for every One hundred Words copied or extracted therefrom Sixpence.

Costs of the Inquiry.

CLXXXIV. And be it enacted, That on every such Inquiry before a Jury, where the Verdict of the Jury shall be given for the same or a greater Sum than the Sum previously offered by the Company, all the Costs of such Inquiry shall be borne by the Company; but if the Verdict of the Jury be given for a less Sum than the Sum previously offered by the Company, one Half of the Costs shall be defrayed by the Owner of the Lands, and the other Half by the Company: Provided always, that in every Case where by reason of Absence in Foreign Parts, or of any Disability, the Owner of the Land shall have been prevented from treating with the Company, all the Costs shall be borne by the Company.

Particulars of the Costs.

CLXXXV. And be it enacted, That such Costs shall be settled by the Sheriff, and such Costs shall include all reasonable Costs, Charges, and Expences incurred in summoning, impannelling, and returning the Jury, taking the Inquiry, the Attendance of Witnesses, the Employment of Counsel, recording the Verdict and Judgment thereon, and otherwise incident to such Inquiry; and with respect to any such Costs payable by the Company, if within Seven Days after Demand such Costs be not paid by the Party entitled to receive the same, the same shall be recoverable by Distress, and on Application

tion to any Justice he shall give his Warrant accordingly; and with respect to any such Costs payable by the Owner of the Lands or of any Interest therein, the same may be deducted out of any Money awarded by the Jury to be paid to such Owner, as so much Money advanced for his Use, and the Payment of the Remainder of such Money shall be a good Payment and Satisfaction of the whole thereof.

Penalty on Sheriff and Jury for Default.

CLXXXVI. And be it enacted, That if the Sheriff make default in any of the Matters herein-before required to be done by him in relation to any such Trial or Inquiry, he shall forfeit Fifty Pounds for every such Offence; and if any Person summoned and returned upon any Jury under this Act, whether common or special, do not appear, or appear but refuse to make Oath, or in any Manner unlawfully neglect his Duty, he shall, unless he show reasonable Excuse to the Satisfaction of the Sheriff, forfeit a Sum not exceeding Ten Pounds; and every such Penalty payable by a Sheriff or Juryman shall be applied in satisfaction of the Costs of the Inquiry, so far as the same will extend; and, in addition to the Penalty hereby imposed, every such Juryman shall be subject to the same Regulations, Pains, and Penalties as if such Jury had been returned for the Trial of any Issue joined in any of the Superior Courts.

Penalty on Witnesses making default.

CLXXXVII. And be it enacted, That if any Person duly summoned to give Evidence upon any such Inquiry, and to whom a Tender of his reasonable Expences shall have been made, fail to appear at the Time and Place specified in the Summons, without sufficient Cause, or if any Person, whether summoned or not, who shall appear as a Witness, refuse to be examined on Oath touching the subject Matter in question, every Person so offending shall forfeit a Sum not exceeding Ten Pounds.

Special Jury to be summoned at the Request of either Party.

CLXXXVIII. And be it enacted, That if either Party desire any Question of disputed Compensation under this Act to be tried before a Special Jury, and before the Company have issued their Warrant to the Sheriff give Notice in Writing of such Desire, such Question shall be so tried, and for that Purpose the Company shall by their Warrant to the Sheriff require him to nominate a Special Jury for such Trial; and thereupon the Sheriff shall, as soon as conveniently may be after the Receipt by him of such Warrant, summon both the Parties to appear before him, by themselves or their Attornies, at some convenient Time and Place (not being less than Five Days from the Service of such Summons) appointed by him for the Purpose of nominating a Special Jury, and at the same Place and Time so appointed the Sheriff shall proceed to nominate and strike a Special Jury in the Manner in which such Juries shall be required by the Laws for the Time being in force to be nominated or struck by the proper Officers of the Superior Courts, and the Sheriff shall appoint a Day for the Parties or their Agents to appear before him to reduce the Number of such Jury, and thereof shall give Four Days Notice to the Parties, and on the Day so appointed the Sheriff shall proceed to reduce the said Special Jury to the Number of Twenty, in the Manner used and accustomed by the proper Officers of the Superior Courts.

CLXXXIX. And

Deficiency of Special Jurymen.

CLXXXIX. And be it enacted, That the Special Jury on such Inquiry shall consist of Twelve of the said Twenty who shall first appear on the Names being called over, the Parties having their lawful Challenges against any of the said Jurymen; and if a full Jury do not appear, or if after such Challenges a full Jury do not remain, then, upon Application of either Party, the Sheriff shall add to the List of such Jury the Names of any other disinterested Persons qualified to act as Special or Common Jurymen who shall not have been previously struck off the aforesaid List, and who may then be attending the Court, or can speedily be procured, so as to complete such Jury, all Parties having their lawful Challenges against such Persons; and the Sheriff shall proceed to the Trial and Adjudication of the Matters in question by such Jury; and such Trial shall be attended in all respects with the like Incidents and Consequences as hereinbefore provided in the Case of a Trial by Common Jury.

Other Inquiries before same Special Jury, by Consent.

CXC. And be it enacted, That any other Inquiry than that for the Trial of which such Special Jury may have been struck and reduced as aforesaid may be tried by such Jury, provided the Parties thereto respectively should give their Consent to such Trial.

Special Jurymen not to attend more than Once.

CXCI. And be it enacted, That no Special Juryman shall, without his Consent, be summoned or required to attend any such Proceeding as aforesaid more than Once in any Year.

Reference of Dispute as to Compensation to Justices.

CXCII. And with respect to any such Question of disputed Compensation, or other Matter of Difference by this Act authorized to be referred to the Determination of Two Justices, be it enacted, That either Party may apply to such Justices in respect to any such Matter, and thereupon such Justices, in Presence of the Parties, or such of them as shall appear, being duly summoned for that Purpose, shall examine into the Matter in dispute, and shall award such an Amount of Compensation, or shall make such Determination in respect of the Matter so referred to them, as to them shall seem fit; and the Costs of every such Inquiry shall be in the Discretion of such Justices, and they shall settle the Amount thereof; and in default of Payment of such Costs as directed by such Justices the same shall be levied by Distress, and the said Justices shall issue their Warrant accordingly.

Company empowered to purchase the Interest in Lands the Purchase whereof may have been omitted by Mistake.

CXCIII. And be it enacted, That if at any Time after the Company shall have entered upon any Lands which under the Provisions of this Act they were authorized to purchase, and which shall be permanently required for the Purposes of the said Undertaking, any Party shall appear to be entitled to any Estate, Right, or Interest in or Charge affecting such Lands, which the Company shall have failed or omitted duly to purchase or to pay Compensation for, then, whether the Period granted for the Purchase of Lands shall have expired or not, the Company shall remain in the undisturbed Possession of such Lands, provided within Six Calendar Months after Notice of such Estate, Right, Interest, or Charge, in case the same shall not be disputed by the Company, or if the same shall be disputed then within Six Calendar Months after the Right thereto shall have been finally

finally established by Law in favour of the Party claiming the same, the Company shall purchase or pay Compensation for the same, and shall also pay to such Party, or to any other Party who may establish a Right thereto, full Compensation for the Mesne Profits or Interest which would have accrued to such Parties respectively in respect thereof during the Interval between the Entry of the Company thereon and the Time of the Payment of such Purchase Money or Compensation by the Company, so far as such Mesne Profits or Interest may be recoverable in Law or Equity; and such Purchase Money or Compensation shall be agreed on or awarded and paid in like Manner as according to the Provisions of this Act the same respectively would have been agreed on or awarded and paid in case the Company had purchased such Estate, Right, Interest, or Charge before their entering upon such Lands, or as near thereto as Circumstances will admit of.

How Value of such Lands to be estimated.

CXCIV. And be it enacted, That in estimating any Compensation to be given for any such last-mentioned Lands, or any Estate or Interest in the same, or for any Mesne Profits thereon, the Jury shall assess the same at such Price as they shall find to be the Value of such Lands, Estate, or Interest, and Profits, without regard to any Improvements or Works made on the said Lands by the Company, and as though such Work had not been constructed.

Company to pay the Costs of Litigation as to such Lands.

CXCV. And be it enacted, That, in addition to the said Purchase Money, Compensation, or Satisfaction, and before the Company shall become absolutely entitled to any such Estate, Interest, or Charge, or to have the same merged or extinguished for their Benefit, they shall, when the Right to any such Estate, Interest, or Charge shall be disputed, pay the full Costs and Expences of any Proceedings at Law or in Equity for the Recovery of the same, to the Parties with whom any Litigation in respect thereof shall have taken place; and such Costs and Expences shall, in case the same shall be disputed, be settled by the proper Officer of the Court in which such Litigation took place.

Mines lying near the Works not to be worked if the Company be willing to purchase them.

CXCVI. And for the Purpose of protecting the Works of the Company from Danger to be apprehended from the working of any Mines, either under or closely adjoining the same, be it enacted, That if the Owner, Lessee, or Occupier of any Mines or Minerals lying under the said Works, or within Forty Yards therefrom, be desirous of working the same, such Owner, Lessee, or Occupier shall give to the Company Notice in Writing of his Intention so to do Thirty Days before the Commencement of working; and upon the Receipt of such Notice it shall be lawful for the Company to cause such Mines to be inspected by any Person appointed by them for the Purpose; and if it appear to the Company that the working of such Mines or Minerals is likely to damage their Works, and if the Company be willing to make Compensation for such Mines to such Owner, Lessee, or Occupier thereof, then he shall not work or get the same; and if the Company and such Owner do not agree as to the Amount of such Compensation, the same shall be settled as in other Cases of disputed Compensation.

CXCVII. And

If Company unwilling to purchase the Owner may work the Mines.

CXCVII. And be it enacted, That if before the Expiration of such Thirty Days the Company do not state their Willingness to treat with such Owner, Lessee, or Occupier for the Payment of such Compensation, it shall be lawful for him to work the said Mines, so that the same be done in such Manner as may be proper and necessary for the beneficial working thereof; and if any Damage or Obstruction be occasioned to the Works of the Company by the improper working of such Mines, the same shall be forthwith repaired or removed (as the Case may require) by the Owner, Lessee, or Occupier of such Mines or Minerals, and at his own Expence; and if such Repair or Removal be not forthwith done, it shall be lawful for the Company to execute the same, and recover from such Owner, Lessee, or Occupier the Expence occasioned thereby by Action in any of the Superior Courts.

Power to the Company to enter and inspect the working of Mines.

CXCVIII. And for better ascertaining whether any such Mines are being worked or about to be worked so as to damage the Works of the Company, be it enacted, That it shall be lawful for the Company, after giving Twenty-four Hours Notice in Writing, to enter upon any Lands through or near which the said Works are situate, and wherein any such Mines are being worked, or are supposed so to be, and to enter into and return from any such Mines or the Works connected therewith; and for that Purpose it shall be lawful for them to make use of any Apparatus or Machinery belonging to the Owners, Lessees, or Occupiers of such Mines, and to use all necessary Means for discovering the Distance from their Works to the Parts of such Mines which may be being worked or be about so to be.

If Mines improperly worked, Supports to be made.

CXCIX. And be it enacted, That if it appear that any such Mines have been worked contrary to the Provisions of this Act, the Company may give Notice to such Owners, Lessees, or Occupiers to adopt the necessary Means and to construct the requisite Supports for making safe their Works, and preventing any Injury thereto; and if after such Notice any such Owner, Lessee, or Occupier do not forthwith proceed to construct the necessary Support for making safe the Works of the Company, the Company may themselves construct such Supports and all necessary Works connected therewith, and recover the Expence thereof from such Owner, Lessee, or Occupier, by Action in any of the Superior Courts.

Mining Communications.

CC. And be it enacted, That if the working of any such Mines under the Works of the Company, or within the above-mentioned Distance therefrom, be prevented by reason of apprehended Injury to such Works, it shall be lawful for the respective Owners, Lessees, and Occupiers of such Mines to cut and make such and so many Airways, Headways, Gateways, or Water Levels through the Mines, Measures, or Strata the working whereof shall be so prevented, as may be requisite to enable them to ventilate, drain, and work the said Mines; but no such Airway, Headway, Gateway, or Water Level shall be of greater Dimensions or Section than Eight Feet wide and Eight Feet high, nor shall the same be cut or made upon any Part of the Works of the Company, or so as to injure the same.

CCI. Pro-

Compensation to be made if increased Expence incurred in working Mines.

CCI. Provided always, and be it enacted, That the said Company shall make Compensation (to be ascertained and recovered in the same Manner as other Cases of Compensation are by this Act directed to be ascertained and recovered) for any increased or additional Expence to which the Owner, Lessee, or Occupier of any such Mines or Minerals shall be put to or incur in working or getting such Mines or Minerals in consequence of the Construction of any of the Works by this Act authorized.

Power to redeem Mortgages.

CCII. And with respect to any such Lands which shall be subject to any Mortgage, be it enacted, That the Company may purchase or redeem the Interest of the Mortgagee of such Lands, and that whether they shall have previously purchased the Equity of Redemption of such Lands or not, and whether the Mortgagee thereof be entitled thereto in his own Right, or in Trust for any other Party, and whether he be in possession of such Lands by virtue of such Mortgage or not, and whether such Mortgage affect such Lands solely, or jointly with any other Lands not required for the Purposes of this Act; and in order thereto the Company may pay or tender to such Mortgagee the Principal and Interest due on such Mortgage, together with his Costs and Charges, if any, and also Six Months additional Interest, and thereupon such Mortgagee shall immediately convey his Interest in the Lands comprised in such Mortgage to the Company, or as they shall direct; or the Company may give Notice in Writing to such Mortgagee that they will pay off the Principal and Interest due on such Mortgage at the End of Six Months, computed from the Day of giving such Notice; and if they shall have given any such Notice, or if the Party entitled to the Equity of Redemption of any such Lands shall have given Six Months Notice of his Intention to redeem the same, then at the Expiration of either of such Notices, or at any intermediate Period, upon Payment or Tender by the Company to the Mortgagee of the Principal Money due on such Mortgage, and the Interest which would become due at the End of Six Months from the Time of giving either of such Notices, together with his Costs and Expences, if any, such Mortgagee shall convey or release his Interest in the Lands comprised in such Mortgage to the Company, or as they shall direct,

Deposit of Mortgage Money on Refusal to accept Redemption.

CCIII. And be it enacted, That if in either of the Cases aforesaid, upon such Payment or Tender, any Mortgagee shall fail to convey or release his Interest in such Mortgage as directed by the Company, or if he fail to adduce a good Title thereto to their Satisfaction, then it shall be lawful for the Company, at any Time after such Failure, to pay into the Bank of *England*, in the Manner provided by this Act in Cases of Money directed to be deposited in such Bank, the Principal and Interest, together with the Costs, if any, due on such Mortgage, and also, if such Payment be made before the Expiration of Six Months Notice as aforesaid, such further Interest as would at that Time become due; and thereupon, as well as upon such Conveyance by the Mortgagee, if any such be made, all the Estate and Interest of such Mortgagee, and of all Persons in Trust for him, or for whom he may be a Trustee, in such Lands, shall vest in the Company, and they shall be deemed to be in the actual Possession

sion thereof in case such Mortgagee were himself entitled to such Possession.

Sum to be paid when Mortgage exceeds Value of Lands.

CCIV. And with respect to any such mortgaged Lands which shall be of less Value than the Principal, Interest, and Costs secured thereon, be it enacted, That the Value of such Lands, or the Compensation to be made by the Company in respect thereof, shall be settled by Agreement between the Mortgagee of such Lands and the Party entitled to the Equity of Redemption thereof on the one Part, and the Company on the other Part; and if the Parties aforesaid fail to agree respecting the Amount of such Value or Compensation, the same shall be determined as in other Cases of disputed Compensation; and the Amount of such Value or Compensation, being so agreed upon or determined, shall be paid by the Company to the Mortgagee, in satisfaction of his Mortgage Debt, so far as the same will extend, and upon Payment or Tender thereof the Mortgagee shall convey or release all his Interest in such mortgaged Lands to the Company, or as they shall direct.

Deposit of Money when refused on Tender.

CCV. And be it enacted, That if upon such Payment or Tender as aforesaid being made any such Mortgagee fail so to convey his Interest in such Mortgage, or to adduce a Title thereto to the Satisfaction of the Company, then they may pay the Amount of such Value or Compensation into the Bank of *England*, in the Manner provided by this Act in the Case of Monies required to be deposited in such Bank; and every such Payment or Deposit shall be accepted by the Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend, and shall be a full Discharge of such mortgaged Lands from all Money due thereon; and thereupon such Lands, as to all such Estate and Interest as were then vested in the Mortgagee, or any Person in Trust for him, shall become absolutely vested in the Company, and they shall be deemed to be in the actual Possession thereof, in case such Mortgagee were himself entitled to the Possession thereof; nevertheless all Rights and Remedies possessed by the Mortgagee against the Mortgagor, by virtue of any Bond or Covenant or other Obligation other than the Right to such Lands, shall remain in force in respect of so much of the Mortgage Debt as shall not have been satisfied by such Payment or Deposit.

Sum to be paid where Part only of mortgaged Lands taken.

CCVI. And with respect to any such mortgaged Lands of which only a Part shall be required for the Purposes of this Act, be it enacted, That if the Part so required be of less Value than the Principal Money, Interest, and Costs secured on such Lands, and the Mortgagee shall not consider the remaining Part of such Lands a sufficient Security for the Money charged thereon, or be not willing to release the Part so required, then the Value of such Part, and also the Compensation (if any) to be paid in respect of the Severance thereof, or otherwise, shall be settled by Agreement between the Mortgagee and the Party entitled to the Equity of Redemption of such Land on the one Part, and the Company on the other Part; and if the Parties aforesaid fail to agree respecting the Amount of such Value or Compensation, the same shall be determined as in other Cases of disputed Compensation; and the Amount

of such Value or Compensation, being so agreed upon or determined, shall be paid by the Company to such Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend, and thereupon such Mortgagee shall convey or release to them, or as they shall direct, all his Interest in such mortgaged Lands the Value whereof shall have been so paid; and a Memorandum of what shall have been so paid shall be endorsed on the Deed creating such Mortgage, and shall be signed by the Mortgagee; and a Copy of such Memorandum shall at the same Time, if required, be furnished by the Company, at their Expence, to the Party entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

Deposit of Money when refused on Tender.

CCVII. And be it enacted, That if upon Payment or Tender to any such Mortgagee of the Amount of the Value or Compensation so agreed upon or determined, such Mortgagee shall fail to convey or release to the Company, or as they shall direct, his Interest in the Lands in respect of which such Compensation shall so have been paid or tendered, or if he shall fail to adduce a good Title thereto to the Satisfaction of the Company, it shall be lawful for the Company to pay the Amount of such Value or Compensation into the Bank of *England* in the Manner provided by this Act in the Case of Monies required to be deposited in such Bank; and such Payment or Deposit shall be accepted by such Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend, and shall be a full Discharge of the Portion of the mortgaged Lands so required from all Money due thereon, and thereupon such Lands shall become absolutely vested in the Company, as to all such Estate and Interest as were then vested in the Mortgagee, or any Person in Trust for him; and in case such Mortgagee were himself entitled to such Possession, they shall be deemed to be in the actual Possession thereof; nevertheless every such Mortgagee shall have the same Powers and Remedies for recovering or compelling Payment of the Mortgage Money, or the Residue thereof, (as the Case may be,) and the Interest thereof respectively, upon and out of the Residue of such mortgaged Lands, or the Portion thereof not required for the Purposes of this Act, as he would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally comprised in such Mortgage.

Release of Lands from Rent Charges.

CCVIII. And with respect to any such Lands which shall be charged with any Rent Service, Rent Charge, or chief or other Rent, or other Payment or Incumbrance, be it enacted, That if any Difference shall arise between the Company and the Party entitled to any such Charge, respecting the Consideration to be paid for the Release of such Lands therefrom, or from the Portion thereof affecting the Lands required for the Purposes of this Act, the same shall be determined as in other Cases of disputed Compensation.

Release of Part of Lands from Charge.

CCIX. And be it enacted, That if Part only of the Lands charged with any such Rent Service, Rent Charge, chief or other Rent, Payment, or Incumbrance, be required to be taken for the Purposes of this Act, the Apportionment of any such Charge may be settled by

Agreement between the Party entitled to such Charge and the Owner of the Lands on the one Part, and the Company on the other Part; and if such Apportionment be not so settled by Agreement, the same shall be settled by Two Justices; but if the remaining Part of the Lands so jointly subject be a sufficient Security for such Charge, then, with Consent of the Owner of the Lands so jointly subject, such Owner not being under legal Disability or Incapacity, the Party entitled to such Charge may release therefrom the Lands required, on condition or in consideration of such other Lands remaining exclusively subject to the whole thereof.

Deposit in case of Refusal to Release.

CCX. And be it enacted, That, upon Payment or Tender of the Compensation so agreed upon or determined to the Party entitled to any such Charge as aforesaid, such Party shall execute to the Company a Release of such Charge, and if he fail so to do, or if he fail to adduce a good Title to such Charge to the Satisfaction of the Company, they shall pay the Amount of such Compensation into the Bank of *England* in the Manner provided by this Act in the like Cases of Monies required to be deposited in such Bank, and thereupon the Rent Service, Rent Charge, chief or other Rent, Payment, or Incumbrance, or the Portion thereof in respect whereof such Compensation shall so have been paid, shall cease and be extinguished.

Charge to continue on Lands not taken.

CCXI. And be it enacted, That if any such Lands be so released from any such Charge or Incumbrance, or Portion thereof, to which they were subject jointly with other Lands, such last-mentioned Lands shall alone be charged with the Whole of such Charge, or with the Remainder thereof, as the Case may be, and the Party entitled to the Charge shall have all the same Rights and Remedies over such last-mentioned Lands for the Whole or for the Remainder of the Charge, as the Case may be, as he had previously over the Whole of the Lands subject to such Charge; and if upon any such Charge or Portion of Charge being so released the Deed or Instrument creating or transferring such Charge be tendered to the Company for the Purpose, they shall affix their Common Seal to a Memorandum of such Release indorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Charge shall have been purchased by virtue of this Act, and if the Lands be released from Part of such Charge, what Proportion of such Charge shall have been released, and how much thereof continues payable, or if the Lands so required shall have been released from the Whole of such Charge, then that the remaining Lands are thenceforward to remain exclusively charged therewith; and such Memorandum shall be made and executed at the Expence of the Company, and shall be Evidence in all Courts and elsewhere of the Facts therein stated, but not so as to exclude any other Evidence of the same Facts.

Where Part only of Lands under Lease taken, the Rent to be apportioned.

CCXII. And with respect to any such Lands which shall be comprised in a Lease for a Term of Years unexpired, Part only of which Lands shall be required for the Purposes of this Act, be it enacted, That the Rent payable in respect of the Lands comprised in such Lease shall be apportioned between the Lands so required and the Residue of such Lands; and such Apportionment may be settled by Agreement

Agreement between the Lessor and the Lessee of such Lands on the one Part, and the Company on the other Part; and if such Apportionment be not so settled by Agreement between the Parties, such Apportionment shall be settled by Two Justices, and after such Apportionment the Lessee of such Lands shall as to all future accruing Rent be liable only to so much of the Rent as shall be so apportioned in respect of the Lands not required for the Purposes of this Act, and the Lessor shall have all the same Rights and Remedies for the Recovery of such Rent as previously to such Apportionment he had for the Recovery of the whole Rent reserved by such Lease; and all the Covenants, Conditions, and Agreements of such Lease, except as to the Amount of Rent to be paid, shall, so far as the same may be applicable, remain in force with regard to that Part of the Land which shall not be required for the Purposes of this Act, in the same Manner as they would have done in case such Part of the Land had been included in the Lease.

Tenants to be compensated.

CCXIII. And be it enacted, That every such Lessee as last aforesaid shall be entitled to receive from the Company Compensation for the Damage done to him in his Tenancy by reason of the Severance of the Lands required from those not required, or otherwise by reason of the Execution of any such Works.

Tenants at Will, or from Year to Year, to cede Possession on Six Months Notice.

CCXIV. And with respect to any such Lands which shall be in the Possession of any Person having no greater Interest therein than as Tenant at Will, or Lessee for a Year or from Year to Year; be it enacted, That at the Expiration of Six Months after receiving Notice to that Effect from the Company, or at any other Time when required after the Expiration of such Period, all such Persons shall respectively deliver up to the Company or to the Persons appointed by them to take possession thereof, any such Lands in their Possession required for the Purposes of this Act; and any such Notice shall be effectual whether it be given with reference to the Time of the Commencement of such Tenant's Holding or not, and whether such Notice be given before or after the Purchase of such Lands by the Company.

Compensation to such Tenants.

CCXV. Provided always, and be it enacted, That every Person as last aforesaid shall be entitled to Compensation for the Value of his unexpired Term or Interest in such Lands, and for any just Allowance which ought to be made to him by any incoming Tenant, or if a Part of only of such Lands be required, Compensation for the Damage done to him in his Tenancy by the Severance of the Lands required from those not required; and the Amount of such Compensation shall be determined by Two Justices, in case the Parties differ about the same.

On Refusal, Sheriff to give Possession.

CCXVI. And be it enacted, That if any such Person refuse to give up such Possession, it shall be lawful for the Company, after making Payment or Tender of such Compensation as herein-before mentioned, but not otherwise, to issue their Precept, under their Common Seal, to the Sheriff, to deliver up Possession of such Lands to the Person in such Precept nominated to receive the same, and upon the Receipt of

of such Precept the Sheriff shall deliver Possession of such Lands in obedience thereto; and the Party so refusing to give up Possession shall pay the Costs incurred in the issuing or Execution of such Precept, to be settled by the Sheriff; and if, on Demand, he fail to pay the same, they shall be levied by Distress, and the Sheriff shall issue his Warrant accordingly.

Production of Leases.

CCXVII. And be it enacted, That if any Party claim Compensation in respect of any unexpired Term or Interest under any Lease or Grant of any such Lands, the Company may require such Party to produce the Lease or Grant in respect of which such Claim shall be made, or the best Evidence thereof in his Power, and if, after Demand made in Writing by the Company, such Lease or Grant, or the best Evidence thereof, be not produced within a reasonable Time, the Party so claiming Compensation shall be considered as a Tenant holding only from Year to Year, and be entitled to Compensation accordingly.

Compulsory Purchase limited for Three Years.

CCXVIII. And be it enacted, That the Powers of the Company for the compulsory Purchase or taking of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing thereof.

Capital to be subscribed before Powers for Purchase of Lands exercised.

CCXIX. And be it enacted, That before any of such Powers shall be put in force the whole of the said Capital of Forty-four thousand Pounds shall be subscribed, under Contract binding the Parties thereto, their Heirs, Executors, and Administrators, for the Payment of the several Sums by them respectively subscribed; and a Certificate, under the Hands of Two Justices, certifying that the whole of the said Sum has been subscribed, shall be sufficient Evidence thereof; and on the Application of the Company, and the Production of such Evidence as such Justices shall think proper and sufficient, such Justices shall grant such Certificate accordingly.

Lands not wanted to be sold.

CCXX. And for the Purpose of making Provision respecting the Sale of Lands acquired by the Company under the Provisions of this Act, but which shall not be required for the Purposes thereof, be it enacted, That the Company shall sell all such superfluous Lands in such Manner as they may deem most advantageous, and convey the same to the Purchasers thereof by Deed under the Common Seal of the Company, and a Receipt under such Common Seal shall be a sufficient Discharge to the Purchaser of any such Lands for the Purchase Money in such Receipt expressed to be received; and such Sales and Conveyances shall take place within Ten Years after the passing of this Act.

Lands not so sold to vest in Owners of adjoining Lands.

CCXXI. And be it enacted, That if the Company do not sell such superfluous Lands within the Period aforesaid, then such Lands remaining unsold at the Expiration of such Period shall thereupon vest in and become the Property of the Owners of the Lands adjoining thereto, in proportion to the Extent of their Lands respectively adjoining the same.

Lands to be offered to adjoining Owners.

CCXXII. Provided always, and be it enacted, That before the Company dispose of any such superfluous Lands they shall first offer to sell the same to the Person then entitled to the Lands (if any) from which the same were originally severed; or if such Person refuse to purchase the same, or cannot be found, then the like Offer shall be made to the Person or to the several Persons whose Lands shall immediately adjoin the Lands so proposed to be sold, such Persons being capable of entering into a Contract for the Purchase of such Lands; and where more than One such Person shall be entitled to such Right of Pre-emption, such Offer shall be made to such Persons in succession, one after another, in such Order as the Company shall think fit.

Right of Pre-emption to be claimed within Sixty Days.

CCXXIII. And be it enacted, That if such respective Persons be desirous of purchasing such Land, then within Sixty Days after such Offer of Sale they shall signify their Desire in that Behalf to the Company, or if they decline such Offer, or if for Sixty Days they neglect to signify their Desire to purchase such Lands, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in such Offer shall cease, and thereupon a Declaration in Writing, made before a Justice by some Person not interested in the Matter in question, stating that the Person or all the Persons entitled to the Right of Pre-emption were out of the Country, or could not be found, or were not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made and was refused or not accepted within Sixty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence of the Facts therein stated.

Differences as to Price to be settled as in other Cases.

CCXXIV. And be it enacted, That if any Person entitled to such Pre-emption be desirous of purchasing any such Lands, and such Person and the Company do not agree as to the Price thereof, then such Price shall be ascertained as in other Cases of disputed Compensation; and upon Payment or Tender to the Company of the Purchase Money so agreed upon or determined they shall convey such Lands to the Party so entitled to purchase the same; and every such Conveyance shall be effectual for vesting the Lands comprised therein in the Purchaser thereof, for the Estate which shall so have been purchased by him; and the Money produced by the Sale of such Lands shall be applied by the Company for the Purposes of the Works.

Effect of the Word "grant" in Conveyances.

CCXXV. And be it enacted, That in every Conveyance of Lands to be made by the Company under this Act the Word "grant" shall operate as express Covenants by the Company, for themselves and their Successors, with their respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, and Assigns of such Grantees, according to the Quality or Nature of such Grants, and of the Estate or Interest therein expressed to be thereby conveyed, as follows, except so far as the same shall be restrained or limited by express Words contained in any such Conveyance; that is to say,

A Covenant

A Covenant that, notwithstanding any Act or Default done by the Company, they were at the Time of the Execution of such Conveyance seised or possessed of the Lands or Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned by them:

A Covenant that the Grantee of such Lands, his Heirs, Successors, Executors, Administrators, and Assigns, (as the Case may be,) shall quietly enjoy the same against the Company and their Successors, and all other Persons claiming under them, and be indemnified and saved harmless by the Company and their Successors from all Incumbrances created by the Company:

A Covenant for further Assurance of such Lands, at the Expence of such Grantee, his Heirs, Successors, Executors, Administrators, or Assigns, (as the Case may be,) by the Company or their Successors, and all other Persons claiming under them:

And all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest in such Conveyance expressed to be conveyed, may in all Actions brought by them assign Breaches of Covenants, as they might do if such Covenants were expressly inserted in such Conveyances.

Power to purchase Lands required for additional Reservoirs, &c.

CCXXVI. And be it enacted, That for any of the following Purposes it shall be lawful for the Company, in addition to the Lands authorized to be compulsorily taken by them as aforesaid, to contract with any Party willing to sell the same for the Purchase of any Land not exceeding in the whole Fifty Acres, to be taken and used in such Places as shall be deemed eligible for the Purpose of obtaining Water from Springs, or of protecting such Springs from Injury or Deterioration, or of making and providing additional Reservoirs, Tanks, Aqueducts, and other Buildings and Conveniences, or for making convenient Roads or Ways to the said Works, or for any other Purpose connected with the said Works which the Company may think beneficial to the Undertaking; and it shall be lawful for all Parties who, under the Provisions herein-before contained, would be enabled to sell and convey Lands required for the said Undertaking, to sell and convey Lands required for any such additional Purpose as aforesaid.

Authority to Company to sell and repurchase such Lands.

CCXXVII. And be it enacted, That it shall be lawful for the Company to sell the Lands which they at any Time shall have acquired, or any Part thereof, in such Manner, and for such Considerations, and to such Persons, as the Company may think fit, and again to purchase other Lands for the like Purposes, and afterwards sell the same, and so from Time to Time; but the total Quantity of Land to be held at any one Time by the Company for the Purposes last aforesaid shall not exceed Fifty Acres, in addition to the Lands occupied by their Pipes, Aqueducts, Reservoirs, and other Works.

CCXXVIII. And

Restraint on Purchase from incapacitated Persons.

CCXXVIII. And be it enacted, That the Company shall not, by virtue of the Power to purchase Land for additional Purposes, purchase more than Fifty Acres from any Party under legal Disability, or who would not be able to sell and convey such Lands, except under the Powers of this Act; and if the Company purchase the said Quantity of Land from any Party under such legal Disability, and afterwards sell the Whole or any Part of the Land so purchased, it shall not be lawful for any Party, being under legal Disability, to sell to the Company any other Lands in lieu of the Lands so sold or disposed of by the Company.

Plan and Book of Reference to be kept by the Clerk of the Peace.

CCXXIX. And whereas a Plan and Section, describing the Line and Levels of the intended Channels, Cuts, and Aqueducts, and the Lands through which the same are intended to be carried, and the Situation of the intended Reservoirs and Works, and a Book of Reference containing a List of the Owners, Lessees, and Occupiers of such Lands, have been deposited at the Office of the Clerk of the Peace of the West Riding of the County of *York*; be it enacted, That such Plan and Section shall be kept by the Clerk of the Peace for the said West Riding, and such Clerk of the Peace shall permit all Persons to inspect and make Copies of the same at seasonable Times, and shall make out Copies and Extracts from the said Book of Reference, for all Persons requiring the same, on being paid the Sum of One Shilling for every such Inspection, and at the Rate of Sixpence for every One hundred Words copied.

Errors and Omissions to be corrected.

CCXXX. And for the Purpose of making Provision for correcting any Omission, Mis-statement or erroneous Description of any Lands, or of the Owners, Lessees, or Occupiers of any Lands described on the said Plans, or in the said Books of Reference, or the Schedule hereto, be it enacted, That the Correction of any such Matter may be referred by the Company to the Determination of Two Justices; and if it shall appear to such Justices that such Omission, Mis-statement, or erroneous Description arose from Mistake, they shall certify the same accordingly; and they shall in such Certificate state the Particulars of any such Omission, and in what respect any such Matter shall have been mis-stated or erroneously described; and such Certificate shall be deposited with the Clerk of the Peace for the said West Riding, and Copies or Extracts thereof with the Clerk of the Parish of *Bradford* aforesaid; and such Certificate, and such Extracts or Copies respectively, shall be kept by such Clerk of the Peace and Clerk of the Parish, along with the Documents to which they relate, and thereupon such Documents, or the Schedule to this Act, shall be deemed to be corrected according to such Certificate; and it shall be lawful for the Company to make the Works hereby authorized to be made in accordance with such Certificate.

Copies of Plan, &c. to be Evidence.

CCXXXI. And be it enacted, That true Copies of such Plan and Book of Reference, or of any Correction thereof or Extracts therefrom, certified by any such Clerk of the Peace, shall be received in all Courts of Justice, or elsewhere, as Evidence of the Contents thereof.

CCXXXII. And

Power to enter on Lands and construct Works.

CCXXXII. And be it enacted, That it shall be lawful for the Company to enter into any Lands, Waters, and other Places mentioned in the said Plan and Book of Reference, and to take Levels of the same, and to set out such Parts thereof as they shall think necessary for the Works hereby authorized to be made, and to dig and break up the Soil of such Lands, Waters, and Places, and to trench and sough the same, and to remove or use all Soil, Trees, or other Things dug or gotten out of the same, they the Company doing as little Damage as may be in the Execution of the Powers hereby granted, and making Satisfaction in manner herein mentioned to all Persons interested in any Lands or Water used for the Purposes of this Act, or which may be injured by the Execution of the Powers hereby granted: Provided always, that it shall not be lawful for the Company to enter into or use any Land or Water for the Purposes of this Act without having paid or tendered Payment for the same in manner herein mentioned, except for the Purpose of setting out and taking Levels of such Parts of the said Land or Water as the said Company shall intend to take or use for the Purposes of this Act.

Company empowered to take certain Springs.

CCXXXIII. And be it enacted, That, subject to the Restrictions and Provisions in this Act, it shall be lawful for the Company from Time to Time to divert or alter the Course of a certain Beck called *Hewenden Beck* or *Harden Beck*, and also to divert and to take the Water from the several Streams and Springs herein-after mentioned; (that is to say,)

The Springs and Streams of Water called "*Many Wells*," arising or flowing in and through a certain Farm, Lands, and Grounds called *Trooper* or *Many Wells Farm*, situated in the Township of *Wilsden* in the Parish of *Bradford* in the said West Riding of of *Yorkshire*.

Penalty for diverting Water.

CCXXXIV. And be it enacted, That after the said *Many Wells* Springs have been purchased by the Company, it shall not be lawful for any Person other than the said Company to divert, alter, or appropriate in any other Manner than by Law they may be legally entitled, any of the Waters now supplying or flowing from the same, or to sink any Well or Pit, or do any Act, Matter, or Thing whereby the Waters of the said Springs may be drawn off or diminished in Quantity; and if any Person shall illegally divert, alter, or appropriate the said Waters, or any Part thereof, or sink any such Well or Pit, or shall do any such Act, Matter, or Thing whereby the said Waters may be drawn off or diminished in Quantity, and shall not, immediately on being required so to do by the said Company, repair the Injury done by him, so as to restore the said Springs and the Waters thereof to the State in which they were before such illegal Act as aforesaid, they shall forfeit to the said Company any Sum not exceeding Five Pounds for every Day during which the said Supply of Water shall be diverted or diminished by reason of any Work done or Act performed by or by the Authority of such Person, in addition to the Damage which the Company may sustain by reason of their Supply of Water being diminished.

Company not to deviate beyond the Limits of Deviation marked upon the Plan.

CCXXXV. And be it enacted, That the Company, in making the said Channels, Cuts, Tunnels, Aqueducts, Reservoirs, and Works, shall not deviate to any greater Distance than the Limits of Deviation marked on the said Plan, nor into the Lands of any Person not mentioned in the said Book of Reference, without his previous Consent in Writing, unless the Name of such Person shall have been omitted by Mistake, and the Fact that such Omission proceeded from Mistake shall have been certified in manner herein-before provided.

Houses and inclosed Grounds not to be taken, unless specified in the Schedule.

CCXXXVI. And be it enacted, That the Company shall not take or injure any Property of the following Kinds, except such as shall be specified in the Schedule (H.) to this Act, without the Consent in Writing of the Owners and Occupiers thereof, unless the Omission in such Schedule be certified, according to the Provisions herein-before contained, to have proceeded from Mistake; (that is to say,) any House or Building erected on or before the Thirtieth Day of *November* One thousand eight hundred and forty, or any Ground on or before that Day inclosed or set apart and used as a Garden, Orchard, Nursery Ground, Yard, Paddock, Plantation, planted Walk, or Avenue to a House: Provided always, that it shall not be lawful for the Company to take or diminish any Water of any of the Becks or Streams of Waters mentioned in such Schedule, or any of the Springs or Feeders thereto, except as herein specifically authorized.

Company empowered to construct Waterworks, &c.

CCXXXVII. And be it enacted, That it shall be lawful for the Company, subject to the Restrictions herein contained, from Time to Time to make, construct, lay down, maintain, alter, or discontinue such Waterworks, Steam Engines, Water-wheels, Reservoirs, Cisterns, Tanks, Aqueducts, Cuts, Conduits, Engines, Waste-gates, Stop-gates, Stop-cocks, Sluices, Banks, Bridges, Pipes, Tunnels, Machinery, and other Works, and also such Houses and Buildings, upon the Lands, Springs, and Streams hereby authorized to be taken by the Company, as they shall think proper for supplying the Inhabitants within the Limits of this Act with Water, and for making Compensation to the Owners and Occupiers of Mills on the *Hewenden Beck* or *Harden Beck* in manner herein mentioned.

Company required to make a Reservoir for compensating the Mill Owners on Hewenden Beck before diverting the Water from "Many Wells."

CCXXXVIII. And whereas the Water issuing from the Springs of Water before mentioned, called "*Many Wells*," and which is hereby authorized to be taken and diverted for the Purposes of this Act, now flows into a certain Beck or Stream of Water called *Hewenden Beck* or *Harden Beck*: And whereas, upon the Line or Course of the said Beck, between the Point where the Water from the said Springs enters the same and its Confluence with the River *Aire*, there are several Mills and Manufactories to which the Water flowing from the said Springs is of great Importance, particularly in dry Seasons, and from the abundant Supply of Water-power there are on the Line of the said Beck many valuable Sites for the Erection of Mills and other Manufactories, and it would be very injurious to the Interests of the Owners and Occupiers of such Mills and Manufactories if the Water from the said Springs were to be taken or diverted as aforesaid, unless a Supply of Water from some Source equal in Quantity to what the

said Springs now supply were furnished in lieu thereof: And whereas in wet Seasons a great Quantity of surplus or Flood Water passes down the said *Hewenden Beck* or *Harden Beck*, which it is believed might be secured for the Purposes of such Mills and Manufactories, by the Construction of a Reservoir upon the Line or Course of the said *Hewenden Beck* or *Harden Beck* above the said Mills and Manufactories, and would furnish a sufficient Supply for their Use; be it therefore enacted, That the Company shall, at their own Expence, make and construct, in a proper and substantial Manner, upon the Line or Course of the said *Hewenden* or *Harden Beck*, in the Townships of *Thornton* and *Wilsden* aforesaid, in or near to the Situation marked and delineated for that Purpose upon the Map or Plan herein-before mentioned, a Reservoir of sufficient Dimensions and Extent to contain Eleven Millions of Cubic Feet of Water at the least, for the Purpose of providing a regular and uniform Supply of Water for the said Mills and Manufactories, and to construct a proper and sufficient Embankment, or proper and sufficient Embankments, with proper Roads and Approaches to and from the same, and also to make, form, erect, and construct, in, upon, or near to the same Reservoir, such Flood-gates, Cloughs, Valves, Sluices, Weirs, Dams, Banks, Drains, Spill-waters, Bye-washes, Cuts, Channels, Feeders, and other Works as may be necessary or proper for conveying the Waters of the said Beck along or past the Side of the said Reservoir, and for turning such Waters into the said Reservoir, and for drawing off and emptying such Waters from Time to Time out of or from the said Reservoir, for the Supply of the said Mills and Manufactories, and as may be appointed by such Owners and Occupiers in manner herein-after mentioned.

Dimension of Sluices.

CCXXXIX. And be it enacted, That the said Sluices intended to be made for the Purpose of conveying the Water of the said Beck along and past the Side of the said intended Reservoir shall be of such Dimensions and so constructed as to be capable of allowing a continuous Quantity of Water to pass through the same into the said Beck below such Reservoir, equal to the Quantity now required for the working of the Mill called *Bent's Mill*, now or late in the Occupation of *John Wilkinson Knowles*, at its full Power.

Until Reservoir completed and filled with Water, the Spring not to be diverted.

CCXL. Provided always, and be it enacted, That until it shall be proved to the Satisfaction of Two Justices that the said Reservoir has been completely finished, and filled with Water, and rendered capable of retaining such Water, it shall not be lawful for the Company in any Manner to appropriate or divert the said Springs of Water or any Part thereof; provided that all Expences attending the Reference to such Justices, or in any way incident to the preparing of such Certificate, shall be borne and paid by the said Company, unless the said Justice shall otherwise order.

Reservoir and other Works to be made, maintained, and cleansed by the Company.

CCXLI. And be it enacted, That the said Reservoir, Flood-gates, Cloughs, Valves, Sluices, Weirs, Banks, Drains, Spill-waters, Bye-washes, Cuts, Channels, Feeders, Embankments, Puddles, and other Works shall be kept and maintained in good and substantial Order and Repair by and at the Expence of the Company, so long as the said

said Springs are taken or appropriated to the Purposes of this Act, but no longer; and also that the said Reservoir shall, at the like Expence, and during the same Period, be cleansed and deepened by the said Company, whenever, from the Deposit of Rubbish, Gravel, Sediment, or other Matter therein, or from any other Cause, it shall be insufficient or unable to contain the stipulated Quantity of Eleven Millions of Cubic Feet of Water at the least.

Difference as to cleansing to be settled by Arbitration.

CCXLII. And be it enacted, That if the Company and the Owners and Occupiers of the Mills and Manufactories on the said Beck should at any Time differ in Opinion as to the Necessity of cleansing or deepening the said Reservoir, such Dispute shall be settled by Arbitration in manner herein-after provided with reference to the Rules and Regulations to be made for regulating and managing the Reservoir.

As to Mode of cleansing.

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

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

CCXLIV. Provided always, and be it enacted, That it shall be lawful to and for the said Company, their Agents, Servants, and Workmen, to draw and let off the Water of the said Reservoir, when and so often as it shall be necessary, for the Purpose of repairing and keeping in repair the said Reservoir, and the Dams, Banks, Goits, Trunks, Channels, Water-gates, Pipes, Valves, and other Works appertaining thereto, or any Part or Parts thereof respectively, the Company in drawing off the said Water doing no Damage thereby, and making full Compensation to the said Owners and Occupiers of Mills, and all other Persons, for any Loss or Damage that may be thereby sustained by them.

Company to make good all Damages to be done by Reservoir bursting, &c.

CCXLV. And be it enacted, That the said Company 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 and Occupiers of the several Mills and Manufactories for the Time being situated upon and contiguous to the said Beck or Stream, and to every Person whomsoever, all Loss, Costs, Charges, Sum and Sums of Money, Damages, and Expences whatsoever, and all Injury, of what Nature or Kind soever, as well immediate as consequential, which such Owners or Occupiers, or the Owners or Occupiers of any Buildings, Lands, or Grounds adjoining to the said Beck or Stream, or other Persons, may suffer, sustain, incur, pay, expend, or be put unto, or be subject or liable to suffer, sustain, incur, pay, expend, or be put unto, by reason or in consequence of the bursting, breaking down, or giving way of the said Reservoir, or any Embankment, Puddling, Pier, or Goit thereof or of any Part thereof, or of any Flood-gate, Clough, Pipe, Valve, Sluice, Weir, Drain, Spill-gate, Bye-wash, Cut,

Cut, Channel, Feeder, or other Work connected therewith, or from improperly constructing the same, or from the Want of Repair thereof, or by reason of the cleansing or repairing of such Reservoir or any of the Works connected therewith, whether the same shall result from any Act or Negligence of the said Company, or their Agents, Servants, or Workmen, or from any inevitable Accident whatsoever.

Company to appoint a proper Person for regulating the Supply of Water from the said Reservoir.

CCXLVI. And be it enacted, That the said Company shall from Time to Time appoint a proper Person as Superintendent or Keeper of the said Reservoir and Works, with a competent Salary to be paid by them for the Protection and Management of the same, who shall at all Times reside in a Dwelling House to be built or provided near to the said Reservoir, and who shall draw up and put down and otherwise manage and regulate the said Cloughs, Sluices, Valves, Weirs, and other Works, and mete out the Water for the Use of the said Mills and Manufactories according to written Instructions to be drawn up for the Purpose by the Parties in the Manner herein-after mentioned; but in case such Superintendent or Keeper shall neglect or refuse to attend to or comply with such written Instructions, he shall, on Complaint being made to the Company, and Proof given by any of the said Owners or Occupiers of Mills or Manufactories of such Neglect or Refusal, be forthwith dismissed by the Company, who shall without Delay appoint some other Person in his Stead; and such other Person shall be liable to be dismissed in like Manner on a like Complaint being made and proved against him.

Owners, &c. of Mills empowered to make Regulations for the Supply of Water from the compensating Reservoir, &c.

CCXLVII. And be it enacted, That it shall be lawful for the Owners and Occupiers for the Time being of the several Mills and Manufactories now or hereafter to be erected on the said Beck, in public Meeting, to be convened for the Purpose as herein-after mentioned, to make such Rules and Regulations for the Management of the said Reservoir, Sluices, Valves, and other Works, and for regulating at all Times the Flow of Water into and from the said Reservoir, as they may see fit, and from Time to Time to alter such Rules and Regulations in such Manner as to a Majority of such Owners and Occupiers so assembled shall seem most desirable or advantageous.

So soon as Reservoir is completed, the Clerk of the Company to convene a Meeting of Owners, &c. to draw Rules and Regulations.

CCXLVIII. And be it enacted, That when the said Reservoir and the several Works connected therewith shall be certified to be completed in manner herein-before mentioned, and before the Water of the said Springs shall be in any Manner diverted or appropriated by the Company, the Clerk of the said Company shall convene a Meeting of the Owners and Occupiers of the several Mills and Manufactories now or hereafter to be erected on the said Beck, to be held at some convenient Place within the Parish of *Bradford*, for the Purpose of framing such Rules and Regulations as aforesaid, by Notice or Letter signed by him, and sent by Post or otherwise, delivered to every such Owner or reputed Owner and Occupier at his last known Place of Abode, or at his said Mill or Manufactory, and also by inserting a Copy of such Notice Twice in One or more of the *Leeds* Newspapers, which Notice shall state the Time and Place

of the said intended Meeting, and the Object for which such Meeting shall be held, and shall be sent and advertised Fourteen Days at least before the Time fixed for holding such Meeting.

In case of Partnerships or joint Ownerships, One Notice to be sufficient.

CCXLIX. Provided always, and be it enacted, That in the Case of Partnerships, or where Two or more Parties are interested in respect of the same Premises, any Notice or other Document herein required to be sent to every Owner and Occupier of a Mill or Manufactory on the said Beck shall be deemed to have been so sent if it has been addressed to any such Firm by the Style or Title under which they may be carrying on Trade, or to the Party who is by common Report the Owner or Occupier (as the Case may be) of any such Mill or Manufactory.

Owners, &c. may draw up such Regulations.

CCL. And be it enacted, That the said Owners and Occupiers may meet according to such Notice, and may make such Rules and Regulations for the Management of the said Reservoir, Sluices, Valves, and other Works, and for regulating at all Times the Flow of Water into and from the said Reservoir, as they may think fit.

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

CCLI. And be it enacted, That it shall be lawful for any Three of such Owners or Occupiers (not being Partners, nor interested in respect of the same Premises,) at any Time, by Notice in Writing under their Hands, to require the Clerk of the said Company to call a Meeting of the said Owners and Occupiers for any Purpose connected with the said Reservoir or with the Supply of Water to the said Mills and Manufactories; and the Clerk of the said Company shall upon Receipt of such Notice call such Meeting in the Manner herein-before directed.

Three Owners, &c. to constitute a Quorum.

CCLII. And be it enacted, That Three at least of such Owners or Occupiers (not being Partners, nor interested in respect of the same Premises,) shall be present in order to constitute a Meeting; and all Resolutions and Decisions which shall be come to at any such Meeting by a Majority of Votes, estimated in manner herein-after prescribed, shall be as valid and effectual as if the whole of such Owners and Occupiers had concurred therein.

Meetings, &c. to be adjourned.

CCLIII. And be it enacted, That the First and any other Meeting of the said Owners and Occupiers of Mills and Manufactories which may be convened under the Authority of this Act may be adjourned from Time to Time, and from Place to Place, as may be found expedient: Provided nevertheless, that if the said Mill Owners and Occupiers should omit or neglect to frame such Rules and Regulations at their First Meeting to be so convened as aforesaid, or at the first Adjournment thereof, or in case a Quorum of such Owners and Occupiers should not be present within Two Hours from the Time fixed for such Meeting or adjourned Meeting, then (the said Company having fully completed the said Reservoir and other Works in the Manner herein-before directed) it shall be lawful for them thereupon and thenceforward to divert and appropriate the Water of the said *Many Wells* for the Purposes of this Act: Provided also, that the Business to be transacted at any Meeting (where the Rights and

Privileges of the Company might be affected by Delay) shall not, without the Consent of the Company, be postponed over more than One Adjournment, and such Adjournment shall not take place for a longer Period than Three Weeks.

A Chairman to be appointed, and have a casting Vote.

CCLIV. And be it enacted, That at every such Meeting One of the Parties present and entitled to vote shall be appointed Chairman; and such Chairman shall, in case of an equal Division on any Question, have the decisive or casting Vote, in addition to any other Vote or Votes which he may be otherwise entitled to give.

Rules and Regulations as to voting.

CCLV. And be it enacted, That at every Meeting of the said Owners and Occupiers of Mills convened in manner herein-before mentioned every Owner or Occupier present at such Meeting shall be entitled to give One Vote on any Proceeding or Question in respect of every complete Foot of Fall of Water appropriated as Power to any Mill or Water Wheel, whether occupied or not, of which he shall be the Proprietor, or which he shall occupy on the said Beck; and every Matter or Thing which shall be proposed, discussed, or considered in any such Meeting shall be determined by the Majority of Votes then given: Provided always, that in Cases where any Part of the said Beck or Falls shall be jointly owned by Two or more Persons, whether as Joint Tenants, Tenants in Common or Copartners, or shall be in the joint Occupation of Two or more Persons, such joint Owners or joint Occupiers, as the Case may be, shall for the Purpose of voting be considered as One Owner or One Occupier, and shall agree amongst themselves as to the Manner in which or as to the Persons by whom such Vote or Votes shall be given: Provided also, that where any Owner of any such Fall of Water shall attend and take a Part in the Proceedings of any Meeting, it shall be lawful for such Owner to vote in respect of such Fall, in case his Tenant shall be absent from such Meeting or shall waive his Claim to vote; but in case the Tenant or Occupier of such Fall shall be present, he alone shall have the Right to vote in respect thereof: Provided also, that in case the joint Owners or joint Occupiers of any Mill or Manufactory cannot agree amongst themselves as to the Manner in which or as to the Person by whom the Vote or Votes in respect of such Mill or Manufactory shall be given, such Vote or Votes shall not be received: Provided also, that Mistress *Sarah Ferrand* of *Saint Ives*, Widow, or other the Owner for the Time being of her Estate, shall at all Times be entitled to vote at any such Meeting, either personally or by her Agent duly appointed in Writing, and notwithstanding the Presence at such Meeting of the Tenant or Occupier of her said Mills, without Prejudice, nevertheless, to the Right of *John Garnett Horsefall* Esquire, or his Tenant, who shall be entitled to vote at any such Meeting, under the Provisions herein-before contained, during the Remainder of the Term granted to him of and in a certain Mill belonging to the said *Sarah Ferrand*, and called the *Goit Stock Mill;* provided that nothing herein contained shall extend to enable both the said *Sarah Ferrand* or other the Owner for the Time being of her said Estate and her Tenant to vote at one and the same Meeting in respect of the same Mill.

CCLVI. And

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

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

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

CCLVII. And be it enacted, That a fair Copy of the Rules and Regulations to be so made by the said Mill Owners and Occupiers (in addition to the Copies entered in the Minute Books as herein-before prescribed) shall be written out by the Clerk of the Company, and be signed by the Chairman of such Meeting, which Copy (if such Regulations be accepted and adopted by the Company) shall be posted up in some convenient Place in or near to the Dwelling House of the Superintendent or Person who shall have Charge of the said Reservoir and the Works connected therewith.

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

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

Arbitrators to be appointed.

CCLIX. And be it enacted, That for the Purpose of determining any such Dispute by Arbitration as aforesaid it shall be lawful for the Mill Owners and Occupiers present at the Meeting to be convened as aforesaid, or at some Adjournment thereof, either to agree with

with the said Company in the Nomination or Appointment of some competent Person to be sole Arbitrator, to decide the Matters in dispute between them, or otherwise to appoint some Person, not being interested in the Matter in dispute, to act as Arbitrator in their Behalf, and to meet an Arbitrator to be appointed by the said Company; and the said Two Arbitrators, before proceeding on such Reference, shall appoint some competent Engineer to act as Umpire between them.

If Mill Owners and Occupiers fail to meet, or to appoint an Arbitrator, the Company may refer the Matter to some disinterested Engineer.

CCLX. And be it enacted, That if at the Expiration of Two Hours from the Time appointed for such Meeting, Three or more of such Owners or Occupiers (not being interested in respect of the same Premises) shall not be present, of which a Declaration under the Hand of the Clerk of the said Company, entered in the Minute Book herein-before directed to be kept by him, shall be sufficient Evidence, or if the Owners and Occupiers present at such Meeting shall not agree with the said Company in the Appointment of some one Person to be sole Arbitrator between them, or shall not at such Meeting, or at some Adjournment thereof, appoint an Arbitrator to act in their Behalf, it shall be lawful for the said Company alone to appoint some Engineer not interested in the Question to decide the Matter in dispute, and the Award of such Engineer shall be final and conclusive, and the Rules and Regulations which may be approved of by such Engineer, being signed by him, and having the Corporate Seal of the Company affixed thereto, shall and may be acted on by them, and shall be of the like Force and Effect as if they had been agreed on with the said Owners and Occupiers; and all Expences attendant on any such Reference as aforesaid shall be borne by the Company.

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

CCLXI. And be it enacted, That such Arbitrator or Arbitrators, or their Umpire, or such Engineer as aforesaid, shall have full Power and Authority to alter or confirm such Rules or Regulations as they may see fit; and duplicate Copies of such Rules and Regulations, when settled and approved of, and signed by the said Arbitrator or Arbitrators, or by their Umpire, or by such Engineer as aforesaid, shall be furnished to the said Company, and to the Chairman of the last previous Meeting of the said Owners and Occupiers, or in his Absence to some other resident Owner or Occupier of a Mill or Manufactory on the said Beck, or to some Person appointed by the said Owners and Occupiers to receive the same.

If Two Arbitrators named, they must appoint an Umpire.

CCLXII. And be it enacted, That in case an Arbitrator shall be named by and on behalf of each of the said Parties, such Two Arbitrators shall, within Fourteen Days from the Date of their Appointment, and before they shall enter upon the Business of the said Reference, proceed to nominate and appoint an Umpire, who shall be an Engineer by Profession, to decide and settle any Differences between them touching the Matters referred for their Arbitration.

If One Arbitrator named, to make his Award within 21 Days.

CCLXIII. And be it enacted, That in the event of One Arbitrator being named and agreed upon by and between the said Parties, or being appointed by the said Company, as aforesaid, he shall enter upon the Business of the said Reference, and make his Award therein within

within the Space of Twenty-one Days from the Date of his Appointment, unless the Parties shall agree to extend such Period.

If Two Arbitrators named, they shall make their Award within One Month.

CCLXIV. And be it enacted, That in the event of Two Arbitrators being appointed as aforesaid they shall enter upon the Business of the said Reference as soon as may be after the Appointment of an Umpire as aforesaid, and shall make their Award therein within the Space of One Month from the Date of the Appointment of such Umpire, unless the Parties shall agree to extend such Period.

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

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

Justices may appoint an Umpire, if Arbitrators cannot agree.

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

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

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

How Expences of Meetings are to be paid.

CCLXVIII. And be it enacted, That the Expences of the First Meeting of Mill Owners for preparing the Rules and Regulations aforesaid, and of One Adjournment thereof (if such Adjournment take place), as well as the Expence of any further Meetings for considering or adopting any Alterations which the Company may propose in such Rules and Regulations, or for any other Purpose connected with the same Reservoir, or with the Supply of Water to

the said Mills and Manufactories, shall be borne and paid by the said Company.

Company to pay Rates of Reservoir, &c.

CCLXIX. Provided also, and be it enacted, That all Rates, Assessments, and Impositions, whether parochial or otherwise, which shall or may at any Time hereafter be assessed or imposed upon the said Reservoir or other Works, or upon the Dwelling House to be appropriated to the Residence of the Superintendent or Keeper of the said Reservoir as herein-before mentioned, in whosoever's Occupation the same may be assessed or rated, shall be borne and paid by the said Company: Provided always, that if the said Reservoir and other Works shall be assessed or rated in the Names of the Occupiers of the said Mills, and the said Occupiers shall be called on to pay the same, then the said Company shall be bound to reimburse the said Occupiers to the full Amount of the Rate or Assessment so paid.

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

CCLXX. Provided always, and be it enacted, That it shall not be lawful for the said Company to take, divert, use, obstruct, or impound, and they are hereby restrained from taking, diverting, using, obstructing, or impounding, by any Means or Contrivances, or under any Pretence whatsoever, any of the Water now flowing in any Brooks, Rivulets, Becks, Streams, Springs, Drainages, Watercourses, Ponds, Dams, or Reservoir, to the *Soke Mills* or *Queen's Mills* at *Bradford* aforesaid, the Property of *John George Smyth* Esquire, as well as other Mills also his Property at *Bradford*, and in the Parish of *Bradford* aforesaid, or to divert, alter, change, or obstruct, otherwise than is herein-after mentioned, the Course of the Brook or Beck called *Chellow Dean Beck*, or other the said Brooks, Rivulets, Becks, Streams, Springs, Drainages, or Watercourses, or any of them, or to interfere with or injure the said Ponds, Dams, and Reservoirs, or any of them, but that the Water in the said several Brooks, Rivulets, Becks, Streams, Springs, Drainages, Watercourses, Ponds, Dams, and Reservoirs shall at all Times hereafter flow as freely and abundantly, and in as full, ample, and uninterrupted a Manner, as if this Act had not passed, and so that the Supply of Water to the said Mills and every of them, and any other Mills and Manufactories which shall or may be hereafter built or erected by the said *John George Smyth*, his Heirs or Assigns, upon or near and worked by means of the said Water or any Part of it, shall not in any Manner be diminished, injured, or prejudiced.

Company may make a new Channel for Chellow Dean Beck.

CCLXXI. Provided nevertheless, That it shall be lawful for the Company to make and maintain a new Channel or Watercourse for conveying the Waters of the said *Chellow Dean Beck* along the Side of and past a Reservoir intended to be made at or near to *Hedgeside Farm*, as marked upon the said Plan of the proposed Works, but so as to connect the present Channel or Watercourse above the said Reservoir with the present Channel or Watercourse below the said Reservoir, and that without any Diminution of or Impediment or Obstruction to the Water usually flowing in the present Channel or Watercourse; and the said Company are hereby required, at their own Expence, from Time to Time, upon the Request of the said *John George*

George Smyth, or other the Owner for the Time being of the said Mills or any of them, or his Heirs, Tenants, or Assigns, to cleanse and repair the said new Channel; and if at any Time after such Request the said new Channel is not cleansed or repaired, it shall be lawful for the said *John George Smyth*, or the Owner for the Time being of the said Mills or any of them, his Heirs, Tenants, or Assigns, to cleanse and repair the same, and all the Expences thereof shall, upon Demand, be repaid by the said Company to the said *John George Smyth*, or the Owner for the Time being of the said Mills, his Heirs, Tenants, or Assigns, who in default of such Payment may recover the same from the said Company by Action of Debt or on the Case in any of the Superior Courts.

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

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

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

CCLXXIII. Provided, and be it enacted, That if any Dispute or Difference should arise between the said *John George Smyth*, or other the Owner for the Time being of the said Mills or any of them, and the Company, as to whether the said new Channel has been formed in a proper and substantial Manner, and of sufficient Dimensions, or as to whether from any Cause any of the Water is at any Time diverted or abstracted from the said Becks or Streams, or any of them, by the said Company, such Dispute shall be referred to Arbitration in manner herein provided with respect to any Disputes which may arise between the said Company and the Owners and Occupiers of Mills in the *Hewenden* or *Harden Beck*.

For Protection of the Bradford Canal.

CCLXXIV. Provided, and be it enacted, That nothing herein or in the Schedule to this Act annexed contained shall extend or be deemed or construed to extend to authorize or empower the Company to alter, divert, change the Course of, or make use of the Water flowing in a certain Brook called *Chellow Dean Beck*, or any of the Springs, Watercourses, Brooks, or Streams of Water arising or flowing through any other Brooks or Streams of Water towards and unto the *Bradford* Canal Navigation, or the Mills called *Frizinghall Mills*, belonging thereto, or either of them, so as to prevent the same Springs, Watercourses, Brooks, or Streams of Water respectively, or any of them, from arising and flowing in and supplying the said Navigation and Mills with Water, in as full, ample, and beneficial a Manner as heretofore accustomed: Provided always, that it shall be lawful for the Company to make and maintain a new Channel or Watercourse for conveying the said *Chellow Dean Beck* along the Side of and past a Reservoir intended to be made at or near to *Hedgeside Farm*, as marked and described in the said Plan deposited with the Clerk of the Peace.

CCLXXV. And

Compensation to Mrs. Ferrand.

CCLXXV. And whereas the Waters of the said "*Many Wells*" flow into the Beck called *Hewenden Beck* or *Harden Beck*, and the said Beck flows through the Estate and ornamental Grounds of Mistress *Sarah Ferrand* of *Saint Ives*, Widow, and it is apprehended by the said Mistress *Ferrand* that the taking of the Water from the said Springs in the Manner and under the Conditions herein provided may be detrimental or injurious to the said Estate, or to the ornamental Character of the said Grounds; be it therefore enacted, That if by reason of the Execution of any of the Powers of this Act any such Detriment or Injury shall arise the said Company shall make such Compensation to the said Mistress *Ferrand*, her Heirs or Assigns, in respect of the Injury which she may so sustain, as may be awarded by the Verdict of a Jury, or by Arbitrators, to whom the Question may be referred in manner herein-after provided.

Mode of ascertaining Compensation to Mrs. Ferrand for Loss of "Many Wells."

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

Average Supply to be maintained.

CCLXXVII. And be it enacted, That in case it shall happen that the said Supply of Water intended to be furnished from and by the said Reservoir shall be unequal to the average Supply now derived from the said Springs or Streams (the same to be ascertained, in case of Dispute, in manner herein-after mentioned), whether such Deficiency shall arise from the improper or insufficient Construction of the said Reservoir, or of any of the other Works of the said Company, or from the cleansing, repairing, altering, or enlarging thereof, or from the bursting or Failure of the said Reservoir or other Works, or any of them, or from any other Cause, or from any inevitable Accident whatsoever, then the said Company shall pay to the said *Sarah Ferrand*, or the Owner for the Time being of her said Estates, and to her and their Tenants and Occupiers respectively, a full, just, and ample Compensation in Money, in respect of the Injury theretofore and thereafter to be sustained by her or them, or the Tenants on the said Estates, or any of them, by reason of the Loss or Diminution of the said Springs or Streams of Water flowing as aforesaid, and also for the consequent Inconvenience to the Occupation of such Parts of the said Estate as may be affected thereby.

Directing how Compensation shall be ascertained.

CCLXXVIII. And be it enacted, That the Compensation lastly herein provided to be paid to the said *Sarah Ferrand*, or other the Owner for the Time being of her said Estate, and the Lessees, Tenants,

Tenants, and Occupiers of her said Estate, shall be ascertained and determined, in case of Dispute, in the same Manner as other Compensation to the said *Sarah Ferrand* is by this Act directed to be ascertained and determined.

Defining Average, and Mode of ascertaining the same.

CCLXXIX. Provided always, and be it enacted, That the average Supply of Water herein-before required to be maintained to the Stream passing through the Grounds of the said *Sarah Ferrand* shall be the Average during Twelve Hours of the Day only, *viz.*, from Six in the Morning to Six in the Afternooon of each Day, and it shall be lawful for the said *Sarah Ferrand* to adopt all such Measures as she may see fit for ascertaining if such Average be maintained, but not so as to injure the Works or Property of the said Company, or obstruct the Waters flowing from the said Reservoir: Provided also, that the said Company shall not be responsible for any Diminution of the average Supply of Water to the said Stream which may be occasioned by the Regulations or by the Acts or Defaults of the Mill Owners or Occupiers under whose Control the Management of the said Reservoir is vested.

Company not to impede the Drainage of Lands.

CCLXXX. And be it enacted, That it shall not be lawful for the Company in any Manner or to any Extent to impede or prejudice the good and efficient Drainage of any of the Lands belonging to *Sarah Ferrand* of *Saint Ives*, Widow, or other the Owner for the Time being of the said Lands, or to *George Baron* Esquire, his Heirs or Assigns, through which the said Works authorized by this Act, or any of them, are intended to be made, or which may be contiguous thereto.

Company to restoreDrains or make new ones.

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

Penalty in default.

CCLXXXII. And be it enacted, That if the Company shall interfere with any such Drain as last aforesaid, and shall not with all practicable Speed make another good and sufficient Drain in lieu thereof, or restore the original Drain as herein-before mentioned, they shall forfeit to the Owners and Occupiers of the Lands through which such Drain shall pass a Sum not exceeding Five Pounds, in addition to Compensation for any Damage which may be sustained by the said *Sarah Ferrand*, or other the Owner for the Time being of her said Estate, or the said *George Baron*, his Heirs or Assigns, or their respective Tenants, by the Interference with any such Drains, to be ascertained and recovered in manner by this Act directed.

How Water to be taken through certain Lands.

CCLXXXIII. Provided always, and be it enacted, That the Water hereby authorized to be conveyed for the Use of the said intended Waterworks in and through the respective Lands of the *Sarah Ferrand* and the said *George Baron* situate in the said Parish of *Bradford*

Bradford shall be so conveyed in a covered Piping, Aqueduct, or Conduit.

Company to restore all Places, &c., if cut off by the Works.

CCLXXXIV. And be it enacted, That the Company shall at their own Expence, and in case of Difference to the Satisfaction of Two Justices, make and provide a sufficient Number of convenient Roads, Ways, Watering Places, Wells, Watercourses, Drains, and Channels for Irrigation, for the Use and Occupation of the adjoining Lands, and for irrigating the same, in lieu of any existing Roads, Ways, Watering Places, Wells, Watercourses, Drains, and Channels which may be taken away, interrupted, or injured by them, and thereby rendered inconvenient or useless, and where such Roads, Ways, Watering Places, Wells, Watercourses, Drains, and Channels cannot be well and sufficiently restored.

Company to make good any Damage to be done by Reservoir at Hedgeside bursting, &c.

CCLXXXV. And be it enacted, That the said Company shall at all Times hereafter pay and make good to every Person whomsoever all Loss, Costs, Damages, and Expences whatsoever, and all Injury, of what Nature or Kind soever, as well immediate as consequential, which he may suffer, sustain, incur, or be put unto by reason or in consequence of the bursting, breaking down, or giving way of the said Reservoir to be constructed at or near to *Hedgeside Farm* aforesaid, or any Embankment or other Work connected therewith, or from the improper Construction of such Reservoir and Works, or any of them, or from the Want of Repair thereof or of any Work connected therewith, whether the same shall result from any Act or Negligence of the said Company or their Agents, Servants, or Workmen, or from any inevitable Accident whatsoever.

Compensation to be made for temporary Damage.

CCLXXXVI. And be it enacted, That it shall be lawful for the Company, subject to the Restrictions in this Act contained, to enter upon the Lands of any Corporation or Person adjoining to or being within the Distance of One hundred Yards of the Works by this Act authorized, or any Part thereof, and not being a Garden, Orchard, Park, Plantation, planted Walk, Avenue, or Ground planted and set apart as a Nursery for Trees, for the Purpose of depositing upon such Lands or upon any Part thereof any Soil, Gravel, Clay, Sand, Limestone, Bricks, or other Materials, or for other Purposes connected with the Formation of the said Works, without making any previous Payment, Tender, or Deposit, they the said Company doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation for such temporary Occupation or temporary Damage of the said Lands to the Owners and Occupiers thereof, from Time to Time and as often as any such temporary Occupation shall be taken or any such temporary Damage shall be done by the Company, and making Compensation to the Owners also for the permanent Injury to such Lands, every such Compensation, in case the Parties differ about the same, to be settled and recovered in manner by this Act provided in Cases of other Disputes as to the Compensation for any Damage sustained by reason of the Execution of any of the Works by this Act authorized.

CCLXXXVII. Pro-

Company before entering on such Lands to agree with Owner for the Payment of a Rent for same.

CCLXXXVII. Provided always, and be it enacted, That the Company shall, before entering upon any such adjoining Lands for the Purposes aforesaid, if required by the Owner or Occupier of such Lands, agree with the Owner and Occupier of such Lands for the Payment of a certain and fixed annual Rent in respect thereof, during the Continuance of such temporary Occupation; such Rent, in case the Parties differ in Opinion thereon, to be fixed by Arbitration of Two indifferent competent Persons, One to be named by each Party in manner aforesaid, or by their Umpire, appointed in Writing by such Arbitrators before they enter on the Business of the said Arbitration, and also, within Twelve Calendar Months next after the permanent Damage or Injury (if any) which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid, make Compensation and Satisfaction, to be ascertained and settled in the same Manner as in this Act is directed in other Cases of permanent Damage or Loss occasioned by the said Company.

Company to give Notice previous to such temporary Possession.

CCLXXXVIII. Provided also, and be it enacted, That, before it shall be lawful for the Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Works, the Company shall and they are hereby required to give Fourteen Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart by sufficient Fences so much of the Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto.

Company not to make Bricks or erect a Steam Engine, without Consent.

Company to give Sureties, if required.

CCLXXXIX. And be it enacted, That it shall not be lawful for the Company to make Bricks or place a Steam Engine upon any of such Lands without the Leave of the Owner and Occupier thereof in Writing first had and obtained for that Purpose; and before entering upon any Lands for such temporary Purpose as aforesaid the said Company shall, if required by the Owner or Occupier thereof, find Two sufficient Persons, who shall enter into a Bond to such Owner or Occupier in a Penalty to the Amount of Two hundred and fifty Pounds *per* Acre, conditioned for the Payment of such Compensation, such Securities to be approved of by Two Justices, in case the Parties differ about the same.

Penalty for obstructing Construction of Works.

CCXC. And for preventing any Obstruction to the Construction of the Works hereby authorized, be it enacted, That if any Person wilfully obstruct any Person acting under the Authority of the Company in setting out the Line of the Works, or pull up or remove any Poles or Stakes driven into the Ground for the Purpose of setting out the Line of such Works, or deface or destroy any Marks made for the same Purpose, he shall forfeit any Sum not exceeding Five Pounds for every such Offence.

Power to break up Streets, &c. and open Drains.

CCXCI. And be it enacted, That it shall be lawful for the Company to form, lay down, alter, repair, or remove, in or under any Street within the Limits of this Act, any Aqueducts, Conduits, Pumps, Pipes, Tunnels, and other Works, for the Purpose of supplying the Inhabitants within the same with Water, and for that Purpose

to break up or open the Pavement or Soil of any such Street, and any public Sewer or Drain therein, they the Company doing as little Damage as may be in the Execution of the said Powers, and making Compensation for any Damage caused thereby in manner herein mentioned.

Notice to be served before breaking up of Streets or opening Drains.

CCXCII. And be it enacted, That before any Street, Sewer, or Drain shall be opened or broken up by the Company they shall give to the Persons under whose Control or Management such Street, Sewer, or Drain may be, Notice in Writing of their Intention to open or break up the same, Two Days before the Commencement of such Operation.

Streets or Drains to be broken up, under Superintendence.

CCXCIII. And be it enacted, That every such Street, Sewer, or Drain shall be opened or broken up under the Superintendence of the Persons having the Control or Management of the same, or their Officer, and in case of Streets, according to such Mode or Plan as shall be agreed upon between such Persons or their Officer and the Company, or in case of any Difference respecting such Mode or Plan, then according to such Mode or Plan as shall he determined by a Justice; and such Justice is hereby required, on the Application of the Company, to determine the Mode or Plan according to which such Street shall be opened or broken up, provided that Three Days Notice of the Time and Place at which such Determination is to be made shall be proved to have been served on the Person having the Control or Management of the Street proposed to be broken up: Provided always, that if the Person having such Control or Management as aforesaid shall neglect or refuse to superintend the opening of any such Street, after having had Notice of the Company's Intention as aforesaid, or shall not propose any Plan for breaking up or opening the same, the Company may perform the Work specified in such Notice, without the Superintendence of such Person.

Streets, &c. broken up to be reinstated without Delay.

CCXCIV. And be it enacted, That when the Pavement or Soil of any Street, or any Sewer or Drain, shall be opened or broken up by the Company, they shall with all convenient Speed complete the Work on account of which the same shall be broken up, and fill in the Ground and make good the Pavement or Soil, or the Sewer or Drain, so opened or broken up, and carry away the Rubbish occasioned thereby, and shall in the meantime cause the Place where such Pavement or Soil shall be so opened or broken up to be fenced and guarded, and set up and maintain, upon or against the Part of the said Pavement or Soil so broken up or opened, a sufficient Light during every Night during which such Pavement or Soil shall be continued open or broken up.

Penalty for Delay in re-instating the Street, &c.

CCXCV. And be it enacted, That if the Company shall open or break up any Street, Sewer, or Drain without giving such Notice as aforesaid, or shall break up any Street in any other Manner or Plan than such as shall be agreed on or determined as aforesaid, except in the Cases in which the Company are hereby authorized to perform such Works without any Superintendence or Notice, or make any Delay in completing any such Work, or in filling in the Ground, or

making good the Pavement or Surface, or the Sewer or Drain, so opened or broken up, or in carrying away the Rubbish so occasioned as aforesaid, or in causing to be fenced, guarded, or lighted the Place where such Pavement or Surface shall have been broken up, they shall forfeit a Sum not exceeding Five Pounds for every such Offence, and they shall forfeit an additional Sum of Forty Shillings for each Day any such Delay as aforesaid shall continue after the Expiration of Twenty-four Hours from the Time such Delay shall have commenced, having received previous Notice to complete the same.

In case of Delay other Parties may reinstate, and recover the Expences.

CCXCVI. And be it enacted, That if any such Delay as aforesaid shall take place, it shall be lawful for the Persons having the Control or Management of the Street, Sewer, or Drain in respect of which such Delay shall take place, to cause the Matter or Thing so delayed to be done; and the Expence of doing the same, together with the Costs of recovering such Expence, shall be recovered from the Company in the same Manner as any Damages for the Recovery of which no special Provision is made by this Act are hereby directed to be recovered; and the Money so recovered shall be applied by the Persons having the Control or Management of the Street for the Purpose of the same.

Power to Inhabitants to lay Service Pipes.

CCXCVII. And be it enacted, That it shall be lawful for such of the Inhabitants within the Limits of this Act as shall be desirous of having Water from the Waterworks of the Company conveyed into their Premises, to open, with the Consent of the Owners and Occupiers thereof, the Ground between the Main and Branch Pipes of the Company and their respective Houses, Buildings, and Premises, and to lay any Leaden or other Service Pipes from such Premises to communicate with the Main or Branch Pipes of the Company: Provided always, that every such Inhabitant shall, before he shall commence laying any Service Pipe to communicate with the Service Pipes of the Company, give to the Company Fourteen Days Notice of his Intention to do so.

Communications to be made under Superintendence of Company's Surveyor.

CCXCVIII. And be it enacted, That before any Service Pipe is made to communicate with the Main or Branch Pipes of the Company the Inhabitant intending to lay such Service Pipe shall give Six Days Notice to the Company of the particular Day and Hour when such Pipe is intended to be made to communicate with the Pipes of the Company; and every such Service Pipe shall be so made to communicate under the Superintendence and according to the Directions of the Surveyor or other Officer appointed for that Purpose by the Company, unless such Surveyor or Officer shall not attend at the Time mentioned in the said Notice.

Bore of Service Pipes.

CCXCIX. And be it enacted, That the Bore of any such Service Pipe as aforesaid shall not exceed Half an Inch, except with the Consent of the Company.

Owners, &c. of Dwelling Houses not

CCC. And be it enacted, That no Owner or Occupier of any Dwelling House or Part of a Dwelling House shall make any Service

Pipe for such Dwelling House or Part of a Dwelling House to communicate with the Pipes of the Company, except he shall have paid in advance the Portion of the yearly Rent payable in respect of such Dwelling House hereby directed to be so paid.

to make Service Pipes until Water Rent paid.

CCCI. And be it enacted, That no Inhabitant within the Limits of this Act (except the Owner or Occupier of a Dwelling House or Part of a Dwelling House laying any Service Pipe for the Supply of Water to the same) shall make any Service Pipe to communicate with the Pipes of the Company, except he shall have agreed with the Company for a Supply of Water to his Buildings and Premises.

Certain Inhabitants not to make Communication before Agreement.

CCCII. And be it enacted, That it shall be lawful for any Person who shall have laid down any Pipe, or who shall have become entitled to the same, to remove the same, and the Cocks and other Apparatus belonging thereto, after having first given Fourteen Days Notice in Writing to the Company of his Intention so to do, and of the Time of such proposed Removal; and every such Person shall make Compensation to the Company for any Injury or Damage to their Pipes or Works which may be caused by such Removal: Provided always, that any Person removing such Pipe, Cock, or Apparatus, without such Notice as aforesaid, shall forfeit to the Company a Sum not exceeding Twenty Pounds, over and above the Damage done.

Removal of Service Pipes.

CCCIII. And for the Purpose of enabling the Inhabitants within the Limits of this Act to lay down Service Pipes in any Streets within the same, and to repair, renew, and remove the same, be it enacted, That it shall be lawful for any such Inhabitant to open or break up the Pavement and Soil of any such Street as shall be between any Main or Branch Pipe of the Company and his House, Building, or Premises, and any Sewer or Drain therein, for any such Purpose as aforesaid, doing as little Damage as may be, and making Compensation for any Damage done in the Execution of any such Work: Provided always, that every such Inhabitant desiring to break up the Pavement or Soil of any Street, or any Sewer or Drain therein, shall be subject to the same Necessity of giving previous Notice, and be subject to the same Control, Restriction, and Provisions, in and during the Time of breaking up the same, and for reinstating the same, and to the same Penalties for any Delay in regard thereto, as the Company are subject to by virtue of this Act.

Power to Inhabitants to break up Pavements.

CCCIV. And be it enacted, That the Company shall, at the Request of the Owner or Occupier, furnish to every Occupier of a private Dwelling House or Part of a Dwelling House within Twelve Yards of any Main or other Water Pipe of the Company a sufficient Supply of Water for the domestic Uses of every such Occupier, at the following Rates *per Annum*; (that is to say,)

Rates at which the Company are to supply Water.

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

When such Rent or Value shall be above Twenty Pounds and not exceeding

exceeding Forty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds:

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

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

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

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

Provided nevertheless, that the Company shall not be entitled to receive from any such Owner or Occupier more than the Sum of Ten Pounds in any One Year for such Supply, nor shall the Company be obliged to furnish such Supply to any Occupier for any less Sum than Six Shillings in any One Year; provided also, that a Supply of Water for domestic Purposes shall not include a Supply of Water for Baths or Water-closets, Horses or Cattle, or for washing Carriages, or for any Trade or Business whatsoever.

Valuation to be according to the Assessment to the Poor's Rate.

CCCV. And be it enacted, That such Water Rates shall be paid by the Owner or Occupier requesting the Supply of Water, and shall be payable according to the annual Value at which the Premises shall be assessed to the Poor's Rate, if the same shall be so assessed, or, if not, according to the net annual Value of the Premises.

Where several Houses supplied by One Pipe, each to pay.

CCCVI. And be it enacted, That when several Houses or Parts of Houses in the Occupation of several Persons shall be supplied by One common Pipe, the several Owners or Occupiers of such Houses or Parts of Houses shall be liable to the Payment of the same Rates for the Supply of Water as they would have been liable to if each of such several Houses or Parts of Houses had been separately supplied with Water from the Works of the Company with a distinct Pipe.

Rates to be paid quarterly.

First Payment.

CCCVII. And be it enacted, That the Rates payable to the Company for the Supply of Water to any Dwelling House or Part of a Dwelling House shall be paid in advance by equal quarterly Payments at the Four usual Feasts in the Year, *viz.*, at *Christmas Day*, *Lady Day*, *Midsummer Day*, and *Michaelmas Day*; and the First Payment shall be made at the Time at which the Service Pipe from such Dwelling House or Part of a Dwelling House shall be made to communicate with the Pipes of the Company, or at the Time when any Owner or Occupier of a Dwelling House or Part of a Dwelling House shall contract to take Water from the Company; and the Amount of such First Payment shall be such Proportion of a quarterly Payment as the Length of Time that shall intervene between such Day of Payment and the next quarterly Feast shall bear to a Quarter of a Year.

CCCVIII. And

Parties removing to pay to the next Quarter Day.

CCCVIII. And be it enacted, That the Owner or Occupier of any Dwelling House or Part of a Dwelling House liable to the Payment of any Rate for Water supplied under the Provisions hereinbefore contained, who shall give Notice of his Intention to discontinue the Use of the Water supplied by the Company, or the Occupier of which Dwelling House or Part of a Dwelling House shall remove therefrom between any Two Feasts, shall pay the Water Rate in respect of such Dwelling House or Part of a Dwelling House becoming due on the Feast next following his quitting the same or giving such Notice.

Water for other than domestic Purposes to be supplied by Agreement.

CCCIX. And be it enacted, That it shall be lawful for the Company to supply any Person with Water for other than domestic Purposes at such Rent and upon such Terms and Conditions as shall be agreed upon between the Company and the Person desirous of having such Supply of Water.

Recovery of Water Rates.

CCCX. And be it enacted, That if any Person supplied with Water by the Company, whether for domestic or other Purposes, shall neglect to pay any Water Rate or Rent due to them at any of the said Times of Payment thereof, it shall be lawful for the Company or their Lessee to stop the Water from flowing into the Premises of such Person, by cutting off the Service Pipe to such Premises, or by such Means as the Company or their Lessee shall think fit, and to recover the Rate or Rent due from such Person, if less than Twenty Pounds, together with the Expences of cutting off the Water, and Costs of recovering the same, by the same Means as any Damages for the Recovery of which no special Provision is contained in this Act are hereby directed to be recovered; or if the Rate or Rent so due shall amount to Twenty Pounds or upwards, it shall be lawful for the Company to recover the same, together with the Expences of cutting off the Water, in any of the Superior Courts, by Action of Debt or on the Case.

Power to lease the Water Rates.

CCCXI. And be it enacted, That it shall be lawful for the Company to lease the whole or any of the Water Rates or Rents payable to the Company by virtue of this Act, or otherwise, for any Term not exceeding Three Years, and upon such Rents, Covenants, and Conditions as the Company shall think fit.

Penalty for refusing a Supply of Water.

CCCXII. And be it enacted, That if the Company shall neglect or refuse to furnish a sufficient Supply of Water for domestic Purposes at the Rate aforesaid to any Owner or Occupier of any Dwelling House or Part of any Dwelling House in any Street or Place where the Pipes of the Company shall be laid, or within Ten Yards of any such Pipe, for Seven Days after Demand in Writing made to the Clerk or Surveyor of the Company, and Tender made to such Clerk or Surveyor of the Amount of the Portion of the Rate payable in advance, the Company shall forfeit to the Owner or Occupier making such Demand Treble the Amount of the Rate so tendered, and also the further Sum of Twenty Shillings for every Day during which they shall refuse or neglect to furnish such Supply: Provided always, that the Company shall not be obliged

to supply any Water to any such Owner or Occupier, or be liable to any Penalty for not supplying the same, if such Supply cannot be made by the Company without lessening the Quantity of Water required by other Owners or Occupiers of Houses supplied with Water by the Company previously to the Demand made by such Occupier.

Penalty for Failure of Supply of Water.

CCCXIII. And be it enacted, That if the Company shall neglect or refuse to furnish a sufficient Supply of Water for domestic Purposes during any Part of the Period for which the Rate for such Supply shall have been paid, they shall forfeit to the Person having paid such Rate the Sum of Twenty Shillings for every Day during which such Refusal or Neglect shall continue after Notice in Writing shall have been given to the Company of the Want of such Supply, but no Penalty shall be payable by the Company if the Want of such Supply shall arise from Frost or other unavoidable Cause or Accident.

Fire-plugs to be provided by the Company.

CCCXIV. And be it enacted, That the Company shall, at the Time of laying down any Main Pipe for supplying any Street or Place within the Limits of this Act with Water, fix, and from Time to Time repair or renew, Fire-plugs, in such Street or Place, for the Supply of Water in extinguishing Fire; and as soon as any such Fire-plug shall have been completed the Company shall deposit a Key of such Fire-plug at each Place within the Limits of this Act where any public Engine shall be kept for extinguishing Fire, and affix a public Notification in some conspicuous Place by the Side of the said Street, Highway, or Place, to denote the Situation and Distance of such Fire-plug.

Proprietors of Manufactories may require the Company to place Fire-plugs adjacent thereto.

CCCXV. And be it enacted, That it shall at any Time be competent to any Persons, being Owners or Occupiers of any public Work or Manufactory situated near to any Main or other Pipe of the Company, to require the Company to place Fire-plugs, at the Expence of the Party requiring the same, opposite or near to such public Work or Manufactory, and outside of the same, in the Streets or other Places of the Town and Neighbourhood of *Bradford* aforesaid, and to attach the same to the Pipes most suitable for that Purpose, to be used for extinguishing Fires only, and that exclusively of and in addition to the Fire-plugs to be provided by the Company; and the Company shall, when so required, be obliged to place and attach such Fire-plugs, at the Expence of the Party requiring the same.

Water to be taken to extinguish Fires.

CCCXVI. And be it enacted, That it shall be lawful for all Persons at all Times to take and use the Water of the Company in extinguishing any Fire which may happen within the Limits of this Act, without making Compensation for such Water.

Persons using the Water to provide Cisterns and Cocks.

CCCXVII. And be it enacted, That every Person supplied with Water under the Provisions of this Act shall, when required by the Company, provide a proper Cistern to receive and retain the Water with which he shall be so supplied, with a Ball and Stop Cock affixed to

to the Pipe conducting the Water from the Works of the Company to such Cistern, and shall keep such Cistern, Ball and Stop Cock, in good Repair, so as effectually to prevent the Water from running to waste; and in case any such Person shall neglect to provide, when required by the Company, such Cistern, Ball or Stop Cock, or to keep the same in good Repair, it shall be lawful for the Company, or for any Person acting under their Authority, to cut off the Pipe or turn off the Water from the Premises of such Person until such Cistern, and Ball and Stop Cock, shall be provided or repaired, as the Case may require.

Penalty for suffering Cisterns, &c. to be out of Repair.

CCCXVIII. And be it enacted, That if any Person supplied with Water by the Company shall suffer any Cistern, Place for Water, Pipe, or Cock belonging to him to be out of Repair, so that the Water supplied to him by the Company shall be wasted, he shall forfeit for every such Offence a Sum not exceeding Five Pounds.

Company may repair Cisterns, &c., and recover the Expences.

CCCXIX. And be it enacted, That it shall be lawful for the Company to repair any such Cistern, Place for Water, Pipe, or Cock, and the Expences of such Repair shall be payable by the Person so allowing the same to be out of Repair, and be recovered in manner herein provided for Recovery of the Water Rate or Rent.

Power to Company's Surveyor to enter Houses to inspect.

CCCXX. And be it enacted, That it shall be lawful for the Surveyor or any other Person acting under the Authority of the Company, between the Hours of Ten of the Clock in the Forenoon and Four of the Clock in the Afternoon, to enter into any House, Building, or Premises supplied with Water by virtue of this Act, in order to inspect and examine if there be any Waste or improper Use of such Water; and if such Surveyor or other Person acting by the Authority of the Company shall at any such Time be refused Admittance into such Dwelling House, Building, or Premises, for the Purpose aforesaid, or shall be prevented from making such Inspection and Examination as aforesaid, it shall be lawful for the Company to turn off the Water supplied by the Company from such House, Building, or other Premises.

Penalty for allowing Persons to use the Company's Water.

CCCXXI. And be it enacted, That every Person supplied with Water under the Provisions of this Act, who shall supply to any other Person, or wilfully permit any other Person to take, any Water supplied by the Company, from any Cistern, Pipe, or Place for Water belonging to him, shall forfeit for every such Offence a Sum not exceeding Five Pounds: Provided always, that the Supply of Water for the Purpose of extinguishing any Fire, or in any sudden Emergency, or to any Person supplied with Water by the Company during any Time that the Pipes or Cock belonging to such Person may be out of repair, if such Pipe or Cock shall not have been out of repair during a longer Time than was necessary for the Repair thereof, shall not be deemed an Offence within the Meaning of this Act.

Penalty for taking the Company's Water with-

CCCXXII. And be it enacted, That if any Person, not having agreed to be supplied with Water by the Company, shall take any Water from any Reservoir, Watercourse, Aqueduct, or Conduit belonging

out Agreement.

belonging to the Company, or any Pipe affixed or leading to any such Reservoir, Watercourse, Aqueduct, or Conduit, or from any Cistern or other like Place containing Water belonging to the Company, he shall forfeit for every such Offence a Sum not exceeding Two Pounds.

Penalty for destroying Valves, &c.

CCCXXIII. And be it enacted, That every Person who shall wilfully or carelessly break, injure, or open any Lock, Cock, Gate, Paddle, Valve, Pipe, or Clough belonging to, or shall furnish or draw off the Water of the Company, or shall do any other wilful Act whereby such Water shall be wasted, shall forfeit for every such Offence a Sum not exceeding Two Pounds.

Penalties for fouling the Water of the Company.

CCCXXIV. And be it enacted, That every Person who shall commit any of the following Offences shall for every Offence forfeit a Sum not exceeding Five Pounds; (that is to say,)

First—Every Person who shall bathe in any Reservoir, Aqueduct, or other Waterworks belonging to the Company, or wash therein any Dog or other Animal, or throw or entice, or cause to go and be therein, any Dog or other Animal:

Second—Every Person who shall throw any Gravel, Stone, Rubbish, Dirt, Filth, or other noisome or offensive Thing into, or wash or cleanse any Cloth, Wool, Leather, or Skin of any Animal, or any Wearing Apparel or other Thing, in any such Reservoir, Aqueduct, or other Waterworks as aforesaid:

Third.—Every Person who shall cause or permit the Water of any Sink, Sewer, or Drain, or other filthy Water belonging to him, or which ought to be conveyed away by him, to run or be conveyed into any of the Waterworks belonging to the Company, or into any Spring, Drain, or Watercourse communicating therewith, or shall commit or cause any Act whereby the Water of the Company shall be fouled or corrupted:

Provided always, that the said last-mentioned Penalty shall not apply to Cases where the Waters used in irrigating Lands may flow into the Works of the said Company in consequence of the improper Construction or Want of Repair of such Works.

Penalty on Gas Makers for corrupting Water within the Limits of the Act.

CCCXXV. And be it enacted, That if any Person making or supplying any Gas within the Limits of this Act shall at any Time cause or suffer to be conveyed or to flow into any Stream, Reservoir, Aqueduct, Pond, or Place for Water, within the Limits of this Act, or belonging to the Company, or into any Drain, Sewer, or Ditch communicating therewith, any Washing, Substance, or Thing which shall be produced in making or supplying Gas, or shall do any Act to the Water contained in any such Stream, Reservoir, Aqueduct, Pond, or Place for Water, whereby the Water therein shall be fouled or corrupted, then such Person shall forfeit for every such Offence the Sum of Two hundred Pounds.

Penalty to be sued for in Superior Courts within 12 Months.

CCCXXVI. And be it enacted, That the said Penalty of Two hundred Pounds shall be recovered, with full Costs of Suit, in any of the Superior Courts, by Action of Debt or on the Case, by the Person in whose Water such Washing, Substance, or Thing shall be conveyed

or shall flow, or whose Water shall be fouled or corrupted by any such Act as aforesaid: Provided always, that the said Penalty shall not be recoverable unless the same be sued for within Twelve Months after the Offence in respect of which such Penalty shall have been incurred shall have ceased.

Daily Penalty during the Continuance of the Offence.

CCCXXVII. And be it enacted, That, in addition to the said Penalty of Two hundred Pounds (and whether such Penalty shall have been recovered or not), the Person making or supplying Gas as aforesaid shall forfeit the Sum of Twenty Pounds (to be recovered in like Manner) for each Day such Washing, Substance, or Thing shall be conveyed or shall flow as aforesaid, or the Act by which such Water as aforesaid shall be fouled or corrupted shall continue after the Expiration of Twenty-four Hours from the Time at which Notice of the Offence shall have been served on such Person by the Person into whose Water such Washing, Substance, or Thing shall be conveyed or shall flow, or whose Water shall be fouled or corrupted thereby, and such Penalty shall be paid to such last-mentioned Person.

Daily Penalty during the Escape of Gas after Notice.

CCCXXVIII. And be it enacted, That whenever any Gas shall escape from any Pipe which shall be laid down or set up by any Person making or supplying any Gas within the Limits of this Act, such Person shall, immediately after receiving Notice in Writing of any such Escape of Gas, prevent such Gas from escaping; and in case such Person shall not within Twenty-four Hours next after Service of such Notice effectually prevent the Gas from escaping, and wholly remove the Cause of Complaint, then he shall for every such Offence forfeit the Sum of Five Pounds for each Day after the Expiration of Twenty-four Hours from the Service of such Notice during which the Gas shall be suffered to escape.

Position of Gas Pipes with reference to Water Pipes.

CCCXXIX. And be it enacted, That every Main Pipe which shall hereafter be laid for the Conveyance of Gas within the Limits of this Act shall be laid at the greatest practicable Distance, and if the Width of the Carriageway will admit thereof at the Distance of Four Feet at least from the nearest Part of any Main Water Pipe already laid down or hereafter to be laid down for the Conveyance of Water within the Limits of this Act, except where it shall be necessary to lay the Gas Pipe across any Water Pipe, in which Case such Gas Pipe shall be laid above or under the Water Pipe at the greatest practicable Distance therefrom, and shall form therewith a Right Angle, or as nearly such as may be practicable, and shall be at least Nine Feet in Length, and be so laid down that no Joint of any Gas Pipe shall be nearer to any Part of the Water Pipe than Four Feet.

Manner of laying the Gas Pipes.

CCCXXX. And be it enacted, That in laying down any such Gas Pipe no Two of such Gas Pipes shall be joined together previous to their being laid in the Trench, but each Pipe shall be laid as near as may be in its Place in the Trench, and the Jointing with the other Pipes to be added thereto shall be made after the Pipes shall be so laid in the Trench, with proper Materials; and every such Pipe, and

all Pipes connected or communicating therewith, and all the Screws, Joints, Inlets, Apertures, or Openings therein respectively, shall be made and kept Air-tight, so that in every respect the Gas shall be prevented from escaping therefrom.

Penalty on laying Gas Pipes contrary to the Act.

CCCXXXI. And be it enacted, That if any Gas Pipe shall be laid down, formed, or jointed contrary to any of the Provisions herein contained, or if the Gas shall escape from any such Pipe, the Person to whom such Gas Pipe shall belong shall forfeit for every such Offence the Sum of Five Pounds.

Penalty on Gas Makers if Water contaminated.

CCCXXXII. And be it enacted, That whenever the Water supplied by the Company, or any other Water within the Limits of this Act, shall be contaminated by the Gas of any Person making or supplying Gas within the Limits of this Act, such Person shall forfeit for every such Offence a Sum not exceeding Twenty Pounds to the Person whose Water shall be so contaminated or affected.

Daily Penalty during the Continuance of the Contamination after Notice.

CCCXXXIII. And be it enacted, That if the Person so making or supplying Gas shall not, within Twenty-four Hours next after Notice in Writing of any Water being contaminated or affected, served on him by the Person whose Water shall be so contaminated or affected, prevent the Gas from contaminating or affecting such Water, such Person shall, over and above the before-mentioned Penalty of Twenty Pounds, forfeit for every such Offence, to the Person whose Water shall be contaminated or affected, a Sum not exceeding Ten Pounds for each Day during which the said Water shall remain contaminated or affected after the Expiration of Twenty-four Hours from the Service of such Notice.

Power to examine Gas Pipes, to ascertain Cause of Contamination.

CCCXXXIV. And whereas it may become a Question, upon any such Complaint as aforesaid, whether the said Water be contaminated or affected by the Gas of any Person making or supplying Gas within the Limits of this Act; be it therefore enacted, That it shall be lawful for the Person to whom the Water supposed to be contaminated or affected by Gas may belong to dig and examine the Pipes, Conduits, and Apparatus of the Person making or supplying Gas, for the Purpose of ascertaining whether the said Water has been contaminated or affected by the Gas of such Person: Provided always, that before proceeding so to dig and examine Twenty-four Hours Notice in Writing shall be given to the Person making or supplying such Gas, of the Time at which such Digging and Examination are intended to take place.

The Expences to abide the Result of the Examination.

CCCXXXV. And be it enacted, That if upon such Examination it shall appear that such Water has been contaminated or affected by any Gas belonging to such Person, the Expences of the Digging, Examination, and Repair of the Street or Place which shall be disturbed in any such Examination shall be paid by the Person making or supplying Gas; but if upon such Examination it shall appear that the Water has not been contaminated or affected by the Gas of such Person, then the Person causing such Examination to be made shall pay all the Expences of Examination and Repair, and also make good

to

to the said Person any Injury which may be occasioned to the Works of the said Person by such Examination.

The Amount of the Expences to be ascertained and recovered as other Damages.

CCCXXXVI. And be it enacted, That the Amount of the Expences of every such Examination and Repair, and of any Injury done to the Person making or supplying Gas, shall, in case of any Dispute about the same, together with the Costs of ascertaining and recovering the same, be ascertained and recovered in the same Manner as any Damages for the ascertaining and Recovery of which no special Provision is made by this Act are hereby directed to be ascertained and recovered.

Person supplying Gas liable to Indictment for Nuisance.

CCCXXXVII. Provided always, and be it enacted, That nothing in this Act contained shall prevent any Person making or supplying Gas within the Limits of this Act from being liable to an Indictment for Nuisance, or to any other legal Proceeding to which he may be liable, in consequence of the making or supplying such Gas.

For Protection of the Bradford Gas Light Company.

CCCXXXVIII. And be it 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 or hereafter to be laid down by the *Bradford* Gas Light Company, for the Purpose of supplying with Gas the said Town of *Bradford* and the Neighbourhood thereof, or of any Part thereof, either by removing or disturbing the Ground in, upon, or near to which the same is or are placed, or by the Compression or subsequent settling or lowering of the same at any Time afterwards, or otherwise, the said Waterworks Company shall, at their own Expence, Costs, and Charges, within Twenty-four Hours next after Notice in Writing given to them by the said Gas Light Company or their Clerk, cause such Pipes, Branches, Apparatus, Materials, and Things to be well and effectually repaired and amended, and also pay to the said Gas Light Company the Amount of all Damage or Loss which may accrue from the Escape of Gas by reason of any such Injury or Damage; and in Default or Neglect thereof it shall be lawful for the said Gas Light Company and they are hereby authorized and empowered to cause such Pipes, Branches, Apparatus, Materials, and Things so injured or damaged as aforesaid to be effectually repaired, amended, and made good; and the reasonable Costs and Charges attending the same, together with the Amount of all Damage or Loss which may accrue to the said Gas Light Company from such Escape of Gas as aforesaid, shall be defrayed and paid by the said Waterworks Company, or their Treasurer, to the said Gas Light Company, the same having been ascertained and settled, in case of Dispute concerning the same, by some Justice, not being a Proprietor of any Share in either of the said Companies, which Determination shall be final and conclusive; and the Amount of such Expences, Damages, and Loss, together with such Costs and Charges as shall be by such Justice allowed, shall be levied and recovered by Warrant of Distress under his Hand and Seal.

Notice to Gas Company before

CCCXXXIX. And be it enacted, That the said Waterworks Company shall and they are hereby required to give to the said Gas Light

opening Trenches, &c.

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

For Protection of the Bradford Gas Light Company.

CCCXL. Provided always, and be it enacted, That nothing in this Act contained shall extend or be construed or deemed to extend to extinguish, abridge, interrupt, prejudice, or affect any of the Rights, Powers, Privileges, or Authorities of the *Bradford* Gas Light Company, under or by virtue of an Act of Parliament passed in the Third Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for lighting with Gas the Town of* Bradford, *and the Neighbourhood thereof, within the Parish of* Bradford *in the West Riding of the County of* York, or to repeal or annul any of the Provisions thereof.

Provision for Damages not not otherwise provided for.

CCCXLI. And be it enacted, That in all Cases where any Damages or Charges are by this Act directed or authorized to be paid, and the Method of ascertaining the Amount thereof is not provided for, such Amount, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be ascertained and determined by Two or more Justices, and when by this Act any Damage or Charges are directed to be paid, in addition to the Penalty for any Offence, the Amount of such Damages and Charges, in case of Nonpayment thereof, or of any Dispute concerning the same, shall be determined by the Justices by whom the Offender shall be convicted of such Offence; and on Nonpayment of the Damages or Charges in any of the Cases aforesaid, on Demand, the same shall be levied by Distress, and such Justices shall issue their Warrant accordingly.

Justices to examine Parties and Witnesses.

CCCXLII. And be it enacted, That where in this Act any Question of Compensation or Damages is referred to the Determination of any Two Justices, it shall be lawful for such Justices to examine the Parties to such Question, and their Witnesses, on Oath, and to administer the Oaths necessary for that Purpose; and the Costs of every such Inquiry shall be in the Discretion of such Justices; and if either Party to any such Question fail to appear at the Time and Place appointed by the Justice for going into any such Question, without reasonable Excuse, to the Satisfaction of such Justices, due Notice of such Appointment having been given to such defaulting Party, it shall be lawful for such Justices to proceed *ex parte*.

Distress against the Company,

CCCXLIII. And with respect to any Sum of Money under the Provisions of this Act adjudged by any Justices to be paid by the Company,

Company, for which no other Mode of Proceeding is provided by this Act, be it enacted, That if such Money be not paid by the Company to the Party entitled to receive the same within Ten Days after Demand thereof in Writing, stating the Order of the Justices for the Payment of such Money, the Amount may be recovered by Distress, and the Justices by whom such Sum of Money shall have been ordered to be paid, or any other Justices, on Application, shall issue their Warrant accordingly; and if sufficient Goods or Effects of the Company cannot be found whereon to levy such Sum of Money, the same may be recovered by Distress of the Goods of the Treasurer of the Company, and the Justices aforesaid, or any other Justices, on Application, shall issue their Warrant accordingly; but no such Distress shall issue against the Goods of such Treasurer unless Ten Days previous Notice in Writing, stating the Amount so due, and demanding Payment thereof, have been given to such Treasurer, or left at his Residence.

Distress against the Treasurer.

CCCXLIV. And be it enacted, That if such Treasurer pay any Money under any such Distress as aforesaid, he may retain the Amount so paid by him, and all Costs and Expences occasioned thereby, out of any Money belonging to the Company coming into his Custody or Control, or he may sue for the same against the Company by Process of Law.

Reimbursement of the Treasurer.

CCCXLV. And for the Purpose of providing for the due Publication of all Penalties and Forfeitures exigible under this Act, be it enacted, That from Time to Time the Company shall publish the short Particulars of the several Offences for which any such Penalty is imposed by this Act, and of the Amount of every such Penalty, and shall cause such Particulars to be painted on a Board, or printed upon Paper and pasted thereon, and shall cause such Board to be hung up or affixed on some conspicuous Part of the principal Place of Business of the Company, and such Particulars shall be renewed as often as the same or any Part thereof are or is obliterated or destroyed; and no such Penalty shall be recoverable unless it shall have been published and kept published in the Manner herein-before required.

Publication of Penalties.

CCCXLVI. And be it enacted, That if any Person pull down or break or deface any such Board put up or affixed as required by this Act, for the Purpose of publishing any Penalty, or shall obliterate any of the Letters or Figures thereon, or on any public Mark or Notification denoting the Position of any Fire Plug, he shall forfeit for every such Offence a Sum not exceeding Five Pounds, and he shall also defray the Expences attending the Restoration of such Board; and such Expences shall be recoverable as any Penalty by this Act imposed may be recovered.

Defacing Boards.

CCCXLVII. And for the Purpose of providing for the Recovery of Penalties or Forfeitures imposed by this Act, the Recovery of which is not otherwise provided for, be it enacted, That every such Penalty or Forfeiture may be recovered by summary Proceeding, upon Complaint made before One or more Justices; and on Com-

Penalties to be summarily recovered before Two or more Justices.

plaint being made to any such Justice he shall issue a Summons requiring the Party complained against to appear on a Day and at a Time and Place to be named in such Summons; and every such Summons shall be served on the Party offending, either in Person or by leaving the same with some Inmate at his usual Place of Abode; and either upon the Appearance or upon the Default to appear of the Party offending it shall be lawful for any Two or more Justices to proceed to the hearing of the Complaint, and that although no Information in Writing or in Print shall have been exhibited before them; and upon Proof of the Offence, either by the Confession of the Party complained against or upon the Oath of One credible Witness or more, it shall be lawful for any Two or more Justices to convict the Offender, and upon such Conviction to adjudge the Offender to pay the Penalty or Forfeiture incurred, as well as such Costs attending the Conviction as such Justices shall think fit.

Penalties to be levied by Distress.

CCCXLVIII. And be it enacted, That if forthwith upon any such Adjudication as aforesaid the Amount of the Penalty or Forfeiture and of such Costs as aforesaid be not paid, the Amount of such Penalty and Costs, together with the Costs of the Distress, shall be levied by Distress, and any Two or more Justices shall issue their Warrant of Distress accordingly.

Imprisonment in default of Distress.

CCCXLIX. And be it enacted, That it shall be lawful for the Justices to order any Offender so convicted as aforesaid to be detained and kept in safe Custody until Return can be made to the Warrant of Distress to be issued for levying such Penalty or Forfeiture and Costs, unless the Offender give sufficient Security, by way of Recognizance or otherwise, to the Satisfaction of the Justices, for his Appearance before them on the Day appointed for such Return, such Day not being more than Eight Days from the Time of taking such Security; but if, before issuing such Warrant of Distress, it shall appear to the Justices, by the Admission of the Offender or otherwise, that no sufficient Distress can be had whereon to levy such Penalty or Forfeiture and Costs, they may, if they think fit, refrain from issuing such Warrant of Distress; and in such Case, or if such Warrant shall have been issued, and upon the Return thereof such Insufficiency as aforesaid shall be made to appear to the Justices, then such Justices shall, by Warrant, cause such Offender to be committed to Gaol, there to remain without Bail for any Term not exceeding Three Months, unless such Penalty or Forfeiture and Costs be sooner paid and satisfied.

Application of Penalties.

CCCL. And with respect to the Application of any Penalties or Forfeitures recovered by virtue of this Act the Application whereof is not herein otherwise provided for, be it enacted, That the Justices by whom any such Penalty or Forfeiture shall be imposed shall award one Half thereof to the Informer or any Person suing for the same, and the other Half to the Treasurer of the *Bradford* Infirmary and Dispensary, for the Benefit of those respective Institutions.

Penalties to be sued for within Six Months.

CCCLI. And be it enacted, That no Person shall be liable to the Payment of any Penalty or Forfeiture imposed by virtue of this Act for

for any Offence herein-before made cognizable before a Justice, unless the Complaint respecting such Offence shall have been made before such Justice within Six Months next after the Commission of such Offence.

Penalty on Witnesses making default.

CCCLII. And be it further enacted, That it shall be lawful for any Justice to summon any Person to appear before him as a Witness to testify the Truth in any Matter over which he shall have Jurisdiction by this Act, and to administer an Oath to such Person for that Purpose; and if any Person who shall be summoned as a Witness before any Justice touching any Offence committed against this Act shall, without reasonable Excuse, refuse or neglect to appear at the Time and Place appointed for that Purpose, having been paid or tendered a reasonable Sum for his Expences, or if any Person appearing shall refuse to be examined upon Oath, or to give Evidence before such Justice, every such Person shall forfeit a Sum not exceeding Five Pounds for every such Offence.

Transient Offenders.

CCCLIII. And with respect to Offenders whose Names and Residences are not known, be it enacted, That any Officer or Agent of the Company, and all Persons called by him to his Assistance, may seize and detain any Person who shall have committed any Offence against the Provisions of this Act, and whose Name and Residence shall be unknown to such Officer or Agent, and may convey him, with all convenient Despatch, before some Justice, without any Warrant or other Authority than this Act; and such Justice shall proceed with all convenient Despatch to the hearing and determining of the Complaint against such Offender.

Form of Conviction.

CCCLIV. And be it enacted, That the Justices before whom any Person shall be convicted of any Offence against this Act may cause the Conviction to be drawn up according to the Form in the Schedule (F.) to this Act annexed.

Informalities.

CCCLV. And be it enacted, That no Proceeding in pursuance of this Act shall be quashed or vacated for Want of Form, nor shall the same be removed by Certiorari or otherwise into any of the Superior Courts.

Distress how to be levied.

CCCLVI. And be it enacted, That where in this Act any Sum of Money, whether in the Nature of Penalty or otherwise, is directed to be levied by Distress, such Sum of Money shall be levied by Distress and Sale of the Goods and Chattels of the Party liable to pay the same; and the Overplus arising from the Sale of such Goods and Chattels, after satisfying such Sum of Money, and the Expences of the Distress and Sale, shall be returned, on Demand, to the Party whose Goods shall have been distrained.

Distress not unlawful for Want of Form.

CCCLVII. And be it enacted, That no Distress levied by virtue of this Act shall be deemed unlawful, nor shall any Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in the Summons, Conviction, Warrant of Distress, or other Proceeding relating thereto, nor shall such Party be deemed a Tresspasser

Trespasser *ab initio* on account of any Irregularity afterwards committed by him, but all Persons aggrieved by such Defect or Irregularity may recover full Satisfaction for the special Damage in an Action upon the Case.

Parties may appeal to Quarter Sessions on giving Security.

CCCLVIII. And be it enacted, That if any Person shall think himself aggrieved by any Determination or Adjudication of any Justice, under the Provisions of this Act, he may appeal to the General Quarter Sessions for the County in which the Cause of Appeal shall have arisen; but no such Appeal shall be entertained unless it be made within Four Months next after the making of such Determination or Adjudication, and unless Ten Days Notice in Writing of such Appeal, stating the Nature and Grounds thereof, be given to the Party against whom the Appeal shall be brought, and unless the Appellant forthwith after such Notice enter into Recognizances, with Two sufficient Sureties, before a Justice, conditioned duly to prosecute such Appeal, and to abide the Order of the Court thereon.

Court to make such Order as they think reasonable.

CCCLIX. And be it enacted, That at the Quarter Sessions for which such Notice shall be given the Court shall proceed to hear and determine the Appeal in a summary Way, or they may, if they think fit, adjourn it to the following Sessions; and upon the hearing of such Appeal the Court may, if they think fit, mitigate any Penalty or Forfeiture, or they may confirm or quash the Adjudication, and order any Money paid by the Appellant, or levied by Distress upon his Goods, to be returned to him, and may also order such further Satisfaction to be made to the Party injured as they may judge reasonable; and they may make such Order concerning the Costs, both of the Adjudication and of the Appeal, as they may think reasonable.

Costs.

Interpretation of Act.

CCCLX. And be it enacted, That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

Words importing the Singular Number shall include the Plural Number, and Words importing the Plural Number shall include the Singular Number:

Words importing the Masculine Gender shall include Females:

The Word "Month" shall mean Calendar Month:

The Word "Person" shall extend to Corporation, whether Aggregate or Sole:

The Expression "Superior Courts" shall mean Her Majesty's Superior Courts of Record at *Westminster*:

The Word "Oath" shall include Affirmation in the Case of Quakers, or other Declaration or Solemnity lawfully substituted for an Oath in the Case of other Persons exempted by Law from the Necessity of taking an Oath:

The Word "Lands" shall extend to Messuages, Lands, Tenements, and Hereditaments of any Tenure:

The Word "Justice" shall mean Justice of the Peace for the County, Riding, or Place wherein the Matter requiring the Cognizance

Cognizance of any Justice shall arise, and who shall not be interested in the Matter:

The Word "Street" shall include any Square, Street, Court, or Alley, Highway, Lane, Road, Thoroughfare, or public Passage or Place, within the Limits of this Act:

The Expression "the Company" shall mean the Company incorporated by this Act; and

The Expressions "the Directors" and "the Clerk" shall mean the Directors and the Clerk respectively of such Company.

Saving of Rights.

CCCLXI. And be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities of Mistress *Sarah Ferrand* as Lady of the Manor of *Wilsden* and *Allerton* in the Parish of *Bradford* aforesaid, or of *Benjamin Rawson* Esquire as Lord of the Manor of *Bradford* and *Manningham* aforesaid.

Public Act.

CCCLXII. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

SCHEDULES referred to by the foregoing Act.

SCHEDULE (A.)

Form of Certificate of Share.

THE BRADFORD WATERWORKS COMPANY.

Number

THIS is to certify, That *A.B.* of is the Proprietor of the Share, Number , of "The Bradford Waterworks Company," subject to the Regulations of the said Company.

Given under the Common Seal of the said Company the Day of in the Year of our Lord .

SCHEDULE (B.)

Form of Transfer of Shares.

I of in consideration of the Sum of paid to me by of do hereby transfer to the said Share [*or* Shares,] numbered in the Undertaking called "The Bradford Waterworks Company," to hold unto the said his Executors, Administrators, and Assigns, [*or* Successors and Assigns,] subject to the several Conditions on which I held the same at the Time of the Execution hereof; and I the said do hereby agree to take the said Share [*or* Shares], subject to the same Conditions.

As witness our Hands and Seals, the Day of

SCHEDULE (C.)

Form of Mortgage Deed.

THE BRADFORD WATERWORKS COMPANY.

Mortgage, Number £

BY virtue of an Act passed, *&c.*, intituled, *&c.*, we, "The Bradford Waterworks Company," in consideration of the Sum of Pounds paid to us by *A.B.* of do assign unto

unto the said *A. B.*, his Executors, Administrators, and Assigns, the said Undertaking, [and (*in case such Loan shall be in anticipation of the Capital authorized to be raised*) all future Calls on Shareholders,] and all the Rates or Rents and Sums of Money arising by virtue of the said Act, and all the Estate, Right, Title, and Interest of the Company in the same, to hold unto the said *A. B.*, his Executors, Administrators, and Assigns, until the said Sum of Pounds, together with Interest for the same at the Rate of for every One hundred Pounds by the Year, be satisfied [the Principal Sum to be repaid at the End of Years from the Date hereof (*in case any Period be agreed upon for that Purpose*)].

Given under our Common Seal this Day of in the Year of our Lord .

SCHEDULE (D.)

Form of Transfer of Mortgage.

I *A. B.* of in consideration of the Sum of paid to me by *G. H.* of do hereby transfer to the said *G. H.*, his Executors, Administrators, and Assigns, a certain Mortgage, Number made by "The Bradford Waterworks Company," to bearing Date the Day of for securing the Sum of and Interest [*or, if such Transfer be by Indorsement*, the within Security], and all my Right, Estate, and Interest in and to the Money thereby secured, [*and if the Transfer be of a Mortgage*, and in and to the Tolls, Money, and Property thereby assigned]. In witness whereof

Dated this Day of One thousand eight hundred and .

SCHEDULE (E.)

Form of Proxy.

A. B. of one of the Proprietors of "The Bradford Waterworks Company," doth hereby appoint *C. D.* of to be the Proxy of the said *A. B.*, in his Absence to vote in his Name upon any Matter relating to the Undertaking proposed at a Meeting of the Proprietors of the said Company to be held on the Day of next, in such Manner as he the said *C. D.* may think proper.

In witness whereof the said *A. B.* hath hereunto set his Hand [*or, if a Corporation, say*, the Common Seal of the Corporation,] the Day of One thousand eight hundred and .

SCHE-

SCHEDULE (F.)

Form of Conviction.

} BE it remembered, That on the Day of in the Year of our Lord *A. B.* is convicted before me, *C. D.*, One of Her Majesty's Justices of the Peace for the West Riding of the County of York [*here describe the Offence generally, and the Time, Place, when and where committed*], contrary to "The Bradford Waterworks" Act, 1842. Given under my Hand and Seal, the Day and Year first above-written. *C. D.*

to wit.

SCHEDULE (G.)

Form of Conveyance.

I of in consideration of the Sum of paid to me [*or, as the Case may be,* into the Bank of England, in the Name and with the Privity of the Accountant General of the Court of Chancery, ex parte "The Bradford Water works Company," (*or* to *A. B.* of and *C. D.* of Two Trustees appointed to receive the same)] pursuant to an Act passed, *&c.*, intituled, *&c.*, by the [*here name the Company*], incorporated by the said Act, do hereby convey to the said Company, their Successors and Assigns, all [*describing the Premises to be conveyed*], together with all Ways, Rights, and Appurtenances thereto belonging, and all such Estate, Right, Title, and Interest in and to the same as I am or shall become seised or possessed of, or am by the said Act empowered to convey, to hold the Premises to the said Company, their Successors and Assigns for ever, according to the true Intent and Meaning of the said Act. In witness whereof I have hereunto set my Hand and Seal, the Day of in the Year of our Lord .

SCHE-

SCHEDULE (H.)

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
			PARISH OF BRADFORD.
			Township of Thornton.
Thomas Wheatley, Esq.	- - -	Thomas Whalley -	Plantation.
Ditto - -	- - -	Ditto - -	Beck or Stream of Water called Hewenden or Harden Beck.
Ditto - -	- - -	Ditto - -	Land and Wood.
Ditto - -	- - -	Ditto - -	Ditto.
Ditto - -	- - -	Ditto - -	Beck or Stream of Water called Denholme Beck.
			Township of Wilsden.
Seth Wright -	- - -	Himself - -	Wood.
Ditto - -	- - -	Ditto - -	Field and Springs of Water.
Ditto - -	- - -	Ditto - -	Occupation Road and Springs of Water.
Ditto - -	- - -	Ditto - -	House, Cowhouse, and Outbuildings.
Ditto - -	- - -	Ditto - -	Beck or Stream of Water called Hewenden or Harden Beck.
The Trustees of the Unitarian Chapel in Bradford.	- - -	Isaac Patchett -	Wood.
Ditto - -	- - -	Ditto - -	Land and Wood.
Ditto - -	- - -	Ditto - -	Ditto Ditto.
Ditto - -	- - -	Ditto - -	Beck or Stream of Water called Hewenden or Harden Beck.
Ditto - -	- - -	Ditto - -	Plantation.
Ditto - -	- - -	Ditto - -	Ditto.
Ditto - -	- - -	Ditto - -	Ditto.
Ditto - -	- - -	Ditto - -	Land and Wood.
Ditto - -	- - -	Ditto - -	Beck or Stream of Water called Sow Dyke Beck.
John Battinson, Abraham Battinson, and Richard Battinson.	- - -	Themselves - -	Land and Wood.
Francis Sharp Bridges	- - -	Samuel Hanson -	Garden and Fold Yard.
William Winterburn -	- - -	Himself - -	House, Stable, Cowhouse, and Garden.
Ditto - -	- - -	Ann Winterburn -	Cottage.
Ditto - -	- - -	Himself - -	Croft.
Mrs. Sarah Ferrand -	- - -	Thomas Harker -	Cowhouse, Barn, and other Outbuildings, Fold-yard, and Garden.
Ditto - -	- - -	Ditto - -	Land and Wood.
Ditto - -	- - -	Ditto - -	Ditto.
Ann or Nancy Smith -	- - -	Moses Briggs -	Ditto.
Mrs. Sarah Ferrand -	- - -	Thomas Harker -	Beck or Stream of Water called Pyehole Beck.
Ditto - -	- - -	Ditto - -	Wood.
Ann or Nancy Smith -	- - -	Moses Briggs - -	Beck or Stream of Water called Pyehole Beck.
John Smith - -	- - -	Himself - - -	Land and Quarry Hole.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
		Township of Allerton.	
Ellis Cunliffe Lister -	- - -	John Patchett - -	Beck or Stream of Water.
Joseph Milner - -	- - -	William Hey - -	Cottage and Outbuildings.
Benjamin Mallinson -	- - -	William Farrer - -	Plantation.
Ditto - -	- - -	Ditto - -	Ditto.
Ditto - -	- - -	Ditto - -	Beck or Stream of Water called Chellow Dean Beck.
Samuel Freeman -	- - -	Himself - - -	Wood.
Ditto - -	- - -	Ditto - -	Beck or Stream of Water called Chellow Dean Beck.
George Baron - -	- - -	Ditto - -	Wood.
Ditto - -	- - -	Ditto - -	Beck or Stream of Water called Chellow Dean Beck.
Ditto - -	- - -	Joseph Sugden - -	Beck or Stream of Water called Chellow Dean Beck.
		Township of Heaton.	
Jonathan Anderton -	- - -	John Toothill - -	Garden.
Ditto - -	- - -	Joseph Firth - -	Cottage and Outbuildings and Garden.
Ditto - -	- - -	Joseph Whittaker -	Cottage and Garden.
Ditto - -	- - -	Benjamin Beanland -	Smithy, Outbuildings, and Garden.
Ditto - -	- - -	Thomas Wood - -	Cottage and Garden.
George Baron - -	- - -	John Hudson - -	Garden and Tool Shed.
Ditto - -	- - -	Himself - - -	Plantation.
Ditto - -	- - -	Ditto - -	Ditto.
Ditto - -	- - -	Ditto - -	Wood.
Ditto - -	- - -	Ditto - -	Beck or Stream of Water called Chellow Dean Beck.
Ditto - -	- - -	Ditto - -	Ditto.
Lord Oxmantown -	- - -	Himself - - -	Wood.
Ditto - -	- - -	Ditto - -	Ditto.
Ditto - -	- - -	Ditto - -	Beck or Stream of Water called Chellow Dean Beck.
		Township of Manningham.	
Nanny Pearson - -	- - -	William Cockcroft -	Beck or Stream of Water called Chellow Dean Beck.
Ditto - -	- - -	Ditto - - -	Ditto.
George Baron - -	- - -	Himself - - -	Wood.
Ditto - -	- - -	Thomas Drake - -	Beck or Water.
Henry Haley - -	- - -	Joseph Clayton -	Garden.
Ditto - -	- - -	Isaac Clayton - -	Garden.
Francis Ackroyd -	William Hardcastle, John Butterfield, and Thomas Aked (as Executors of Joseph Hardcastle, deceased), and the said William Hardcastle, and Thomas Aked, and John Collins.	William Hardcastle, John Butterfield, and Thomas Aked (as Executors of Joseph Hardcastle, deceased), and the said William Hardcastle, and Thomas Aked, and John Collins.	Coal Pit, Coal Pit Hill, Cabin, and Occupation Road.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Booth Kitchen, Thomas Kitchen, Isaac Kitchen, Jeremiah Kitchen, John Pickles, and Eli Pickles.	- - -	Eli Pickles - -	Cottage, Garden, and Outbuildings.
Ditto - -	- - -	Booth Kitchen and Thomas Kitchen.	Ditto.
Samuel Ward, Esq. -	- - -	Isaac Naylor - -	Cottage and Yard.
Ditto - -	- - -	William Fieldhouse -	Cottage, Yard, and Outbuildings.
Ditto - -	- - -	Himself - - -	Cottage, Garden, Yard, and Outbuildings.
Charles Letch, James Wallis Loft, and Francis Mortimer Young.	- - -	Richard Hodgson -	Cottage and Outbuildings.
Ditto - -	- - -	Nathan Lambert -	Ditto.
Samuel Ward - -	- - -	Jonas Drake - -	Cottage.
Booth Kitchen, Thomas Kitchen, Isaac Kitchen, Jeremiah Kitchen, John Pickles, and Eli Pickles.	- - -	John Swithenbank -	Ditto.
Ditto - -	- - -	John Fieldhouse - -	Ditto and Garden.
Ditto - -	- - -	John Leach - -	Cottages, Garden, Yard, and Outbuildings.
Ditto - -	- - -	Ditto - -	Ditto.
Ditto - -	- - -	Joseph Kitchen - -	Cottage, Garden, Yard, and Outbuildings.
Thomas Hollings -	- - -	Himself - -	Small Plantation.
Matthew Thompson, Esq.	- - -	Himself - -	Garden.
Ditto - -	- - -	Ditto - -	Small Plantation.
Ditto - -	- - -	Ditto - -	Ditto.
Ditto - -	- - -	Ditto - -	Plantation.
Ditto - -	- - -	Ann Hartley - -	Cottage, Yard, and Outbuildings.
Ditto - -	- - -	William Medley - -	Ditto.
Joseph Hollings -	- - -	Himself - -	Small Reservoir.
George Baron -	- - -	James Keighley -	Garden.
Sarah Ledger -	- - -	George Walker - -	Croft.
Ditto - -	- - -	Ditto - -	Garden and Tool House.
Ditto - -	- - -	Ditto - - -	Croft and Outbuildings.
Ditto - -	- - -	Ditto - -	Land and Outbuildings.
Ditto - -	- - -	Ditto - -	Public House, other Buildings, and Yards.
Ditto - -	- - -	Jacob Waddington -	Cottage and Outbuildings.
Ditto - -	- - -	Joseph Ledger -	Ditto.
	Township of North Bierley.		
The Company of Proprietors of the Bradford Waterworks.	- - -	Themselves - -	Water House, Spring of Water, and Conduit or Watercourse.

London : Printed by George E. Eyre and Andrew Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1842.