ANNO DECIMO SEXTO

VICTORIÆ REGINÆ.

****

Cap. xxxi.

An Act for supplying with Water several Townships and Places in the Parishes of *Whalley*, *Bury*, *Radcliffe*, *Prestwich-cum-Oldham*, and *Bolton-le-Moors* in *Lancashire;* and for incorporating the *Bury and Radcliffe* Waterworks Company. [14th *June* 1853.]

WHEREAS the Townships or Places of *Musbury*, *Tottington Higher End*, *Walmersley* and *Shuttleworth*, *Ramsbottom*, *Tottington Lower End*, *Elton*, *Bury*, *Little Lever*, *Radcliffe*, *Radcliffe Bridge*, *Whitefield*, *Pilkington*, and *Prestwich*, in and near the Valley of the River *Irwell* in *Lancashire*, are at present insufficiently supplied with Water: And whereas a good and plentiful Supply of Water can be obtained for these Places from the Waters flowing into and down the *Ogden Brook* and the River *Ogden*, and the adjacent Springs, Brooks, and Streams; and it is expedient that Power should be given to impound the Waters of the said Brooks, River, Springs, and Streams, and to construct the other Works herein-after mentioned, for the Purpose of providing such Supply: And whereas the several Persons after named, with others, are willing to carry the said Undertaking into execution: And whereas by an Act

passed in the Session of Parliament held in the First and Second Years of the Reign of Her present Majesty the *Bury* Waterworks Company was incorporated for the Purposes therein mentioned; and by an Act passed in the Session of Parliament held in the Ninth and Tenth Years of the same Reign, and called "The *Bury* Waterworks Act, 1846," further and other Powers were granted to the said Company; and under the Provisions of these Acts respectively the said Company have constructed Reservoirs and other Works for supplying and have supplied with Water the several Places specified in such Acts respectively within the Limits thereby respectively prescribed: And whereas the said Company introduced and were promoting a Bill in the present Session of Parliament for repealing the last-recited Act, and incorporating anew the Shareholders thereof, and for enlarging the Powers and extending the Operations of the said Company; but the Objects proposed by the said Company by their said Bill being nearly identical with those of the Company by this Act incorporated, it was considered that such Objects might be more effectually carried into effect, to the Advantage as well of the said Two Companies as of the Public, if the said Two Companies were united into One Company; and thereupon an Agreement was entered into between the said *Bury* Waterworks Company and the Provisional Directors of the Company hereby incorporated, bearing Date the Twenty-sixth Day of *March* One thousand eight hundred and fifty-three, for assigning and transferring, subject to the Authority of Parliament, to the Company hereby incorporated, if and when incorporated, all the Land, Works, Buildings, and Machinery, Rights, Powers, and Privileges, Debts, Credits, Charges, and Liabilities of the said *Bury* Waterworks Company, and for the Issue of Shares of the Company hereby incorporated to the Shareholders of the *Bury* Waterworks Company, in Payment for such Purchase, upon certain Terms and Conditions therein contained: And whereas such Agreement was made with the general Consent of the Shareholders of the said *Bury* Waterworks Company and of the Subscribers to the Undertaking by this Act authorized, and it is expedient that Provision should hereby be made for giving effect to such Agreement: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

8 & 9 Vict. cc. 16. & 18. and 10 & 11 Vict.

I. The several Acts of Parliament following, (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Waterworks Clauses Consolidation

Consolidation Act, 1847," shall be incorporated with and form Part of this Act. c. 17. incorporated with this Act.

II. The Expression "Quarter Sessions" in this and the said incorporated Acts shall be construed to mean the Quarter Sessions for *Lancashire* holden by Adjournment at *Salford*. "Quarter Sessions."

III. In citing this Act it shall be sufficient to describe it as "The *Bury and Radcliffe* Waterworks Act, 1853." Short Title.

IV. The Limits of this Act shall comprise and include the Townships or Places of *Musbury*, *Tottington Higher End*, *Walmersley* and *Shuttleworth*, *Ramsbottom*, *Tottington Lower End*, *Elton*, and *Bury* in the Parish of *Bury*, *Little Lever* in the Parish of *Bolton-le-Moors*, the Township and Parish of *Radcliffe*, *Radcliffe Bridge*, *Whitefield*, *Pilkington*, and *Prestwich* in the Parish of *Prestwich-cum-Oldham*, all which Places are in *Lancashire*. Limits of Act.

V. *Thomas Aitken*, *John Aitken*, *William Bacon*, *James Entwistle*, *Thomas Elton*, *Samuel Grundy*, *Edmund Hardman*, *George Howarth*, *Thomas Horrocks*, *George Hardman*, *James Heywood*, *William Maclean*, *James Parks*, *James Park*, *Richard Pickup*, *William Pickstone*, *Edward Richardson*, *James Rostron*, *Peter Scholes*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of supplying with Water the Inhabitants, Buildings, and Lands within the said Limits, and for making Waterworks for that Purpose, together with all proper Works and Conveniences connected therewith, according to the Provisions of the said incorporated Acts and of this Act, and for other the Purposes herein and in the said incorporated Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Bury and Radcliffe* Waterworks Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the said Undertaking, subject to the Restrictions and Provisions herein and in the said incorporated Acts contained. Subscribers incorporated.

VI. That upon the Execution by the said *Bury* Waterworks Company of a Conveyance and Assignment (duly stamped) in the Form contained in the Schedule (A.) to this Act annexed, or to the like Effect, the Undertaking of the *Bury* Waterworks Company, and all the Lands, Works, Buildings, and Machinery, Monies, Goods, and Chattels, and all other the Real and Personal Estate and Effects of the *Bury* Waterworks Company, and which were in their Possession or Control Upon Execution of a Conveyance, the Bury Waterworks to be vested in the Bury and Radcliffe Waterworks Company.

Control or to which they had any valid Right or Claim on the First Day of *July* One thousand eight hundred and fifty-three, and all the Estate, Right, Title, and Interest of the said Company in their said Undertaking, and all the Rights, Privileges, Powers, and Authorities affecting or appurtenant to the same respectively, by the said recited Acts relating to the *Bury* Waterworks Company respectively vested in the said Company, shall (subject to the existing Debts, Leases, Covenants, Liabilities, Contracts, Obligations, and Incumbrances of the said Company,) be vested in the Company hereby incorporated as from the said First Day of *July* One thousand eight hundred and fifty-three, and may be lawfully held, executed, used, and exercised by and in the Name of the Company hereby incorporated, in the same Manner and to the same Extent as the *Bury* Waterworks Company could otherwise have held, executed, used, and exercised the same.

Debts, &c. of Bury Waterworks Company to be Debts, &c. of Bury and Radcliffe Waterworks Company.

VII. Subject to the Provisions in this Act contained, and upon the Execution of the said Conveyance, all Debts then due from or to the *Bury* Waterworks Company shall be payable and paid, together with all Interest (if any) due or to accrue thereon, by or to the Company hereby incorporated, and all Rates, Tolls, Duties, and Monies which otherwise would be or become due and payable from or to the *Bury* Waterworks Company shall be due and payable from or to the Company hereby incorporated, and shall and may be recovered from and by the Company hereby incorporated, by the same Ways and Means, with the same Restrictions and Regulations, and with the same Penalties in regard thereto respectively, as the same would or might have been due and payable to or from or recoverable from or by the said *Bury* Waterworks Company.

Contracts, &c. of Bury Waterworks Company to be enforceable by and against Bury and Radcliffe Waterworks Company.

VIII. All Conveyances, Contracts, Agreements, Mortgages, Bonds, Covenants, and Securities which shall have been made or entered into before the Execution of the said Conveyance, with, by, or for the *Bury* Waterworks Company, shall (subject to the Provisions in this Act contained) be and remain as good, valid, and effectual for, against, or with reference to the Company hereby incorporated, to all Intents and Purposes as if such last-mentioned Company had been Party to the same, or had been named or referred to therein instead of the *Bury* Waterworks Company.

As to Debts of Bury Waterworks Company.

IX. All Simple Contract Debts due from the *Bury* Waterworks Company down to and inclusive of the Thirtieth Day of *June* One thousand eight hundred and fifty-three, and all Interest on the Mortgages and Bonds of the said Company, and all Wages, Salaries, and other Payments, which shall have accrued due from them down to that Day, shall be paid by the same Company, and a separate Account shall

shall be made up to and inclusive of the said Thirtieth Day of *June* One thousand eight hundred and fifty-three of the Debts and Credits of the *Bury* Waterworks Company, exclusive of the Principal Sum due from them upon Mortgage or Bond; and after providing for the Payment of the Simple Contract Debts and Liabilities of the same Company, and the Interest due or accruing due on the Mortgages or Bonds of that Company, the net Profit of the Undertaking up to that Day shall be divided *pro rata* amongst the Shareholders of the same Company.

On Execution of Conveyance, Bury Waterworks Company to be dissolved.

X. The *Bury* Waterworks Company shall from and immediately after the Execution of the said Conveyance be dissolved; provided that such Dissolution shall not abate or prejudice any Action or Suit which shall have been commenced by or against the *Bury* Waterworks Company before the Execution of the said Conveyance, but the same may be continued, proceeded with, and prosecuted as if this Act had not been passed.

Holders of original Shares in Bury Waterworks Company to have Shares issued to them in the Bury and Radcliffe Waterworks Company.

XI. Upon the Execution of the said Conveyance every Holder of original Shares in the *Bury* Waterworks Company created under the Eleventh and Twelfth Sections of "The *Bury* Waterworks Act, 1846," shall be entitled to have issued to him and to be registered as the Holder of One Share of the nominal Value of Fifteen Pounds paid up in the Capital of the Company hereby incorporated in respect of each of such original Shares; and the Company hereby incorporated are authorized and required, immediately upon the Execution of the said Conveyance, to create One thousand three hundred and thirty-three Shares of such nominal Amount as aforesaid, and to issue the same to the Holders of original Shares in the *Bury* Waterworks Company in the Proportion above mentioned; and such new Shares shall, as from the First Day of *July* in the Year of our Lord One thousand eight hundred and fifty-three, respectively bear and be entitled to a preferential Dividend out of the net Profits of the said Company hereby incorporated at the Rate of Ten Pounds *per Centum per Annum* on the said Sum of Fifteen Pounds.

Holders of new Shares in the Bury Waterworks Company to have Shares issued to them in the Bury and Radcliffe Waterworks Company.

XII. Upon the Execution of the said Conveyance every Holder of new Shares in the *Bury* Waterworks Company created under the Fourteenth Section of the said "*Bury* Waterworks Act, 1846," shall be entitled to have issued to him and to be registered as the Holder of One Share of the nominal Value of Eighteen Pounds paid up in the Capital of the Company hereby incorporated in respect of each of such new Shares; and the Company hereby incorporated are authorized and required, immediately upon the Execution of the said Conveyance, to create One thousand three hundred and thirty-three Shares of the nominal Value of Eighteen Pounds each, and to issue the

the same to the Holders of new Shares in the *Bury* Waterworks Company in the Proportion above mentioned; and such new Shares shall, as from the First Day of *July* in the Year of our Lord One thousand eight hundred and fifty-three, respectively bear and be entitled to a preferential Dividend out of the net Profits of the Company hereby incorporated at the Rate of Four Pounds *per Centum per Annum* on the said Sum of Eighteen Pounds; and no further Calls shall be made in respect of the said Shares of Eighteen Pounds each, notwithstanding anything contained in the "*Bury* Waterworks Act, 1846;" and the said Preference Dividends payable by virtue of this and the next foregoing Section of this Act shall be payable in equal half-yearly Portions, and shall rank next after the Payment of the Interest on the Mortgages and Bonds of the *Bury* Waterworks Company, and on the Mortgages and Bonds issued under the Powers of this Act.

Preference Shares to be held on same Trusts as former Shares.

XIII. The said Preference Shares shall be held upon the same Trusts and be subject to the same Liens and Liabilities as the Shares in the *Bury* Waterworks Company in the Stead of which they are to be issued were held upon and were subject to.

Scale of voting.

XIV. At all General Meetings of the Company every Shareholder shall have One Vote for every Share held by him up to Ten Shares, and he shall have an additional Vote for every Five Shares held by him beyond the first Ten Shares and up to One hundred Shares in all, and an additional Vote for every Ten Shares held by him beyond the first One hundred Shares: Provided always, that no Shareholder shall be entitled to vote at any Meeting unless he shall have paid all the Calls then due upon the Shares held by him; provided also, that the new Shares created for and issued to the Shareholders in the *Bury* Waterworks Company shall give to the Holders of them the same Right of voting as the other Shares in the Company.

Amount of Capital.

XV. The Capital which the Company is hereby authorized to raise shall be Forty thousand Pounds, in addition to the Capital represented by the Preference Shares herein-before authorized to be created, and the said Capital of Forty thousand Pounds shall be called the Ordinary Capital of the Company; and the total Share Capital of the Company shall be Eighty-three thousand nine hundred and eighty-nine Pounds.

Shares.

XVI. The Number of Shares into which the said Capital of Forty thousand Pounds shall be divided shall be Four thousand, to be called "Ordinary Shares," and the Amount of each Ordinary Share shall be Ten Pounds.

Calls.

XVII. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders, and Two Third Parts of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon any Share, and Three Months at the least shall intervene between successive Calls.

Power to borrow Money on Mortgage.

XVIII. In addition to the Money already borrowed by the *Bury* Waterworks Company, it shall be lawful for the Company to borrow on Mortgage or Bond any Sums of Money not exceeding in the whole the Sum of Ten thousand Pounds; but no Part of such Sum shall be raised until the whole of the said Ordinary Capital or Sum of Forty thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up; and the Powers contained in "The Companies Clauses Consolidation Act, 1845," with regard to the reborrowing of Money, shall apply to and be exercised by the Company with regard to the Money borrowed by the *Bury* Waterworks Company.

Arrears may be enforced by Appointment of a Receiver.

XIX. It shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver, in the event of the Principal Monies not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Three thousand Pounds in the whole.

First and other Meetings.

XX. The First Ordinary Meeting of the Company shall be held within Three Months next after the passing of the Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* and *August* in every Year.

Quorum of General Meetings.

XXI. The Quorum for any General Meeting of the Company shall be not less than Five Shareholders holding in the aggregate not less than Two thousand Pounds in the Capital of the Company.

Number of Shareholders to convene Extraordinary Meetings.

XXII. The Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be not less than Ten Shareholders holding in the aggregate not less than Five thousand Pounds in the Capital of the Company.

Number and Qualification of Directors.

XXIII. Subject to the Provisions herein contained for reducing the Number of Directors, the Number of Directors shall be Twelve; and the Qualification of a Director shall be the Possession in his own Right of Twenty Shares in the Capital of the Company.

XXIV. It

Power to vary the Number of Directors.

XXIV. It shall be lawful for the Company from Time to Time to reduce the Number of Directors of the Company, but the whole Number of Directors, after such Reduction as aforesaid, shall not be less than Five.

First Directors.

XXV. That *Thomas Aitken*, *William Coward*, *Thomas Grundy*, *Thomas Horrocks*, *Walter Lerigo*, *John Mansell*, *James Parks*, *William Pickstone*, *John Shaw*, *Ellis Sutton*, *James Wrigley*, and *Robert Wood* shall be the First Directors of the Company.

Committee of Directors.

XXVI. The Number of Directors of which Committees appointed by the Directors shall consist shall not be less than Three nor more than Five.

Power to make Waterworks according to deposited Plans.

XXVII. And whereas Plans and Sections showing the Line and Levels of the Waterworks, and also a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands and Streams in or through which the Works are intended to be made or to pass, have been deposited with the Clerk of the Peace for *Lancashire*: It shall be lawful for the Company, subject to the Provisions and Restrictions in this and the said incorporated Acts contained, to make and maintain the said Waterworks in the Line and on the Levels and upon the Lands delineated on the said Plans and described in the said Book of Reference, and to enter upon, take, and use such of the Lands, Streams, and Waters described upon the said Plans (particularly the Waters of the *Ogden Brook* and of the River *Ogden*) as shall be necessary for the Purposes of the said Waterworks, or to agree for a Lease of such Lands and Streams, and to take therefrom such Water as the Company may require for the Purposes of this and the said incorporated Acts.

Not to take Property of W. Duckworth, without Consent.

XXVIII. Nothing in this Act contained shall authorize the Company to purchase, take, or use, for the Purposes of the Undertaking, the Lands belonging to *William Duckworth* Esquire, numbered 20 and 21, in the Township of *Musbury*, upon the said deposited Plans, without the Consent of the said *William Duckworth* first had and obtained for that Purpose.

Owners may grant Leases.

XXIX. The Persons empowered by "The Lands Clauses Consolidation Act, 1845," to convey Lands, shall have full Power to grant Leases of any Lands and Streams for the Purposes of this Act, or any Easement, Power, or Authority in or over such Lands or Streams.

The best yearly Rent to be reserved for Lands belonging to incapacitated Persons.

XXX. Provided always, That in every Lease of any Lands or Streams by any Party under any Disability or Incapacity to sell and convey Lands, as defined by "The Lands Clauses Consolidation Act, 1845," there shall be reserved the best or most approved yearly Rent for or in respect of such Lands or Streams, and no Fine, Premium, or Foregift shall be paid upon or in respect of such Lease.

Form of Lease.

XXXI. All Leases of Lands or Streams to be taken on Lease by virtue of this Act may be according to the Form in the Schedule B. to this Act annexed, or as near thereto as the Circumstances of the Case will admit.

Defining Powers of lateral Deviation.

XXXII. Subject to the Restrictions in the said incorporated Acts contained, it shall be lawful for the Company, in making the Works by this Act authorized, where Limits of Deviation are marked on the said Plans, to deviate from the Lines delineated on the said Plans to the Extent of the Limits of Deviation marked on the said Plans.

Power to deviate from Sections.

XXXIII. It shall be lawful for the Company, in making the Reservoirs, to deviate from the Levels shown on the said Sections to the Extent of Five Feet.

Period within which Works are to be completed.

XXXIV. The Waterworks shall be completed within Five Years from the passing of this Act; and on the Expiration of such Period the Powers by this or the said incorporated Acts granted to the Company for executing such Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Waterworks as shall then be completed: Provided always, that nothing in this Act contained shall extend or be construed to extend to restrain the Company from extending their Mains and Pipes from Time to Time, whenever it shall be necessary for the Purpose of supplying the Inhabitants and other Persons requiring the same within the Limits of this Act with Water.

Power to purchase Lands for additional Purposes.

XXXV. In addition to the Lands authorized to be purchased as aforesaid, it shall be lawful for the Company to contract with any Party willing to sell or lease the same for the Purchase or Lease of any Land not exceeding in Quantity Twenty Acres, and any Easement, Power, or Authority in or over the same which shall be deemed proper or expedient for the Purposes of the Undertaking; and it shall be lawful for all Persons who, under the Provisions hereinbefore contained, would be enabled to sell or convey or to grant a Lease of Lands required for the said Undertaking, to sell and convey or to grant a Lease of such additional Quantity of Land to the said Company, according to the Provisions herein contained.

For the Protection of the East Lancashire Railway Company, and the Persons entitled to Right of Pre-emption in regard to their superfluous Lands.

XXXVI. The Company shall not be empowered to purchase any Portion of the *East Lancashire* Railway, Stations, or Works, or to purchase any of the surplus Lands of the said Railway, without making Compensation for such Rights of Pre-emption as, subject to the Provisions of this Act, shall be subsisting in regard to such superfluous Lands, under "The Lands Clauses Consolidation Act, 1845;" and the Pipes, Aqueducts, Conduits, and other Works necessary to be laid down, made, and constructed along the Line of the said Railway shall be laid down, made, and constructed under the Superintendence and to the Satisfaction of the Engineer for the Time being having the Charge of the Portion of the *East Lancashire* Railway upon or along which the said Pipes, Aqueducts, Conduits, and other Works shall be so laid down, made, and constructed; and in laying down, making, and constructing the said Pipes, Aqueducts, Conduits, and other Works upon or in connexion with the said Railway the Company shall do as little Damage as possible, and shall make full Compensation to the said Railway Company for all Damage sustained by them by reason of the Exercise of any of the Powers of this Act; and in case of Dispute as to the Amount of such Compensation the same shall be settled by Arbitration or the Verdict of a Jury, under the Provisions of "The Lands Clauses Consolidation Act, 1845."

Regulating Mode of making Reservoir adjoining the East Lancashire Railway.

XXXVII. And whereas One of the Reservoirs intended to be constructed under the Powers of this Act is intended to be made so as to impound the Water upon the Embankment of the *East Lancashire* Railway, and for the Purpose of protecting the said Railway from Injury by or by reason of the said proposed Reservoir the Company shall and are hereby required to protect the said Embankment by the Construction of such Works and in such Manner as the Engineer for the Time being of the said Railway Company shall require or approve of.

Company to repair Damage done to East Lancashire Railway by Failure of their Works.

XXXVIII. The Company shall and they are hereby required from Time to Time and at all Times to pay and make good to the *East Lancashire* Railway Company, or any other Corporation or Person, all Losses, Costs, Damages, Injuries, and Expenses, as well immediate as consequential, which the *East Lancashire* Railway Company, or any other Corporation or Person, may incur, suffer, or be put unto by reason of any Act or Proceeding of the Company, or by reason of the Failure or giving way from any Cause whatsoever, of any of the Reservoirs, Embankments, Watercourses, Pipes, or other Works constructed by the Company under the Provisions of this Act.

Saving Rights of the East

XXXIX. Nothing in this Act contained shall prejudice, diminish, or take away any of the Rights, Privileges, Powers, or Authorities of the

the *East Lancashire* Railway Company, or enable the Company hereby incorporated to enter upon or use any of the Land or Property of the said Railway Company, or in any Manner to alter or interfere with the *East Lancashire* Railway, or any of the Works appertaining thereto, save only as is by this Act expressly authorized, or as shall be necessary for effecting the Purposes aforesaid, subject to the Restrictions in this Act contained.

Lancashire Railway Company.

XL. The Company shall not be empowered to purchase any Part of the Lands or Grounds of the *Lancashire and Yorkshire* Railway Company; and, except for the Purpose of laying down Pipes, under the Provisions of this and the "Waterworks Clauses Act, 1847," nothing in this Act contained shall extend to authorize the Company to enter upon or use any of the Lands or Grounds now belonging to the *Lancashire and Yorkshire* Railway Company, or to alter, vary, use, or interfere with their Railway or Canal, or any of the Bridges, Towing Paths, or other Works thereof respectively; and the Pipes to be laid down across the Railway and Canal of the said *Lancashire and Yorkshire* Railway Company, or any of the Bridges, Towing Paths, or other Works thereof, shall be so placed as not in any way to obstruct or endanger the Passage of Traffic along the said Railway and Canal, or to lessen or abridge the Headway under any of the said Bridges, and shall be laid down under the Superintendence and to the Satisfaction of the Engineer for the Time being of the said *Lancashire and Yorkshire* Railway Company; and in laying down such Pipes under, upon, or across the said Railway and Canal, or any of the Bridges, Towing Paths, or other Works thereof, the Company shall do as little Damage as possible, and shall make full Compensation to the said Railway Company for all Damage sustained by them by reason of the Exercise of any of the Powers of this Act; and in case of Dispute as to the Amount of such Compensation the same shall be settled by Arbitration or the Verdict of a Jury, under the Provisions of "The Lands Clauses Consolidation Act, 1845."

For the Protection of the Lancashire and Yorkshire Railway Company.

XLI. Nothing in this Act contained shall prejudice, diminish, or take away any of the Rights, Privileges, Powers, or Authorities of the *Lancashire and Yorkshire* Railway Company, but all such Rights, Privileges, Powers, and Authorities are hereby expressly saved and reserved, save only as is by this Act expressly authorized, or as shall be necessary for effecting the Purposes aforesaid, subject to the Restrictions herein-before contained.

Saving Rights of the Lancashire and Yorkshire Railway Company.

XLII. For the Purpose of fully compensating the Owners and Occupiers of Mills and Works which are now worked by the Waters flowing down the *Ogden Brook* and River *Ogden*, in respect of the Diversion or Appropriation of Water for the Purposes of this Act, when

Compensation to Mill Owners on the Execution of New Reservoir.

when and so soon as the Reservoir shown upon the said deposited Plans as intended to be constructed above *Calf Hey* Mill, and hereafter called the New Reservoir, shall have been completed, and which Reservoir the Company shall and they are hereby required to make and construct, and the Waters of the *Ogden Brook* and the River *Ogden* shall have been impounded therein, the Company shall and they are hereby required to discharge from and out of the said Reservoir, for the Supply of the Owners and Occupiers of the said Mills and Works, a Quantity of Water equal at least to Two Cubic Feet *per* Second for Ten and a Half Hours in every Working Day of each Week except *Saturday*, and for Seven and a Half Hours on every *Saturday*.

Compensation to Mill Owners after the Enlargement of the Holden Wood Reservoir.

XLIII. When and so soon as the Reservoir shown upon the said Plans as the *Holden Wood* Reservoir shall have been enlarged, as shown upon the Plans and Sections deposited as aforesaid, and which Enlargement the Company is hereby required to make and construct, the Company shall and they are hereby required to discharge, from and out of the Works hereby authorized to be made, for the Supply of the Owners and Occupiers of the Mills and Works on the Rivers *Ogden* and *Irwell*, a Quantity of Water equal at least to Six Cubic Feet *per* Second for Ten and a Half Hours of every Working Day of each Week except *Saturday*, and for Seven and a Half Hours on every *Saturday*, such Water to be discharged through or over the Gauge to be erected below the *Holden Wood* Reservoir.

For Protection of the Trustees of the late W. Turner and J. Bowker, Esquires.

XLIV. And whereas *William Turner* Esquire, deceased, and *John Bowker* Esquire, deceased, entered into certain Articles of Agreement, dated the Tenth Day of *April* One thousand eight hundred and forty, with the late Mrs. *Elizabeth Greenwood*, whereby, for the Considerations therein mentioned, they covenanted to pay a yearly Rent of Five Shillings, and covenanted to make and finish fit for Use the said *Holden Wood* Reservoir, and to maintain, uphold, and repair the Banks, Supporters, Goits, Sluices, and Tunnels thereof, and to do certain other Acts and Matters therein specified, for enabling the said *Elizabeth Greenwood*, her Heirs and Assigns, to have the more beneficial Enjoyment of Water to be impounded in the said Reservoir, and by which said Articles of Agreement the prior Use and Enjoyment of the said Water, and Right of Way over the Embankments of the said Reservoirs, and certain Rights of Sporting, Fishing, and Fowling, were reserved to the said *Elizabeth Greenwood*, her Heirs and Assigns, and certain Covenants were entered into for the Prevention of unnecessary Damage in doing the Matters thereby authorized, and for making Compensation for Damage when done: Be it enacted, That from the Time the Company shall commence any of the Works authorized by this Act, and for ever thereafter, the Company

Company shall, at their own Expense, maintain, uphold, and keep the said Reservoir, and the Embankments, Wastes Weirs, Watercourses, Pipes, and other Works of the same, in good and sufficient Repair in all respects, and shall and will indemnify and keep indemnified the Heirs, Devisees, Executors, and Administrators of the said *William Turner* and *John Bowker* respectively, and every of them, and all Persons claiming from or under them or any of them, and all Persons interested in or under Liabilities in respect of the said *Holden Wood* Reservoir and the Works connected therewith, from and against the said Rent, and from and against all Costs, Charges, Damages, Losses, and Expenses which they or any of them may pay, sustain, or be put unto, or be called upon to pay, by reason of the Breach or Nonperformance or Nonobservance of any of the Covenants or Provisions contained in the said Articles, or by reason of the Nonobservance or Nonperformance of any of the Provisions of this Act with respect to the said *Holden Wood* Reservoir and the Works connected therewith, and indemnify the Heirs, Devisees, Executors, and Administrators of the said *William Turner* and *John Bowker* respectively, and every of them, and all Persons deriving Title from or under them or any of them, or from or under the said *William Turner* and *John Bowker* respectively, from and against all Costs, Charges, Damages, and Expenses, if any, which they or any of them may incur at the Suit or upon the Claim of any Person or Persons whomsoever, in respect or by reason of any Duty or Liability existing, otherwise than upon the said Covenants in the said Articles of Agreement, in respect of or with reference to the making or maintaining of the said Reservoir, or the Banks, Supporters, Goits, Sluices, and Tunnels thereof, or any of them, or in respect or by reason of any Damage occasioned by the making and maintaining, or by the Omission to make or maintain, the said Reservoir and Works, to any Person or Persons whomsoever.

For Protection of the Devisees of the late J. Greenwood, Esq.

XLV. And whereas the said Articles of Agreement were entered into by the said *Elizabeth Greenwood* on behalf of herself and her Three Sons, Devisees under the Will of the late *John Greenwood* Esquire; and her said Three Sons, as such Devisees as aforesaid, are entitled under the said Articles to the Reversion of the said *Holden Wood* Reservoir expectant on the Determination of a Term of Ninety Years from the Third Day of *May* One thousand eight hundred and thirty-nine, agreed to be granted by the said Articles, and are also entitled to the Rent, Rights, and Privileges reserved to the said *Elizabeth Greenwood* by the said Articles, and to the Benefit of the Covenants thereby entered into with the said *Elizabeth Greenwood*: Be it enacted, That when the Enlargement of the said *Holden Wood* Reservoir shall have been made and completed, under the Provisions of this Act, then and at all Times thereafter the said Devisees,

sees, their Heirs and Assigns, or other the Owner or Owners for the Time being of the *Holden Wood* Mill, shall have and be entitled to the first and prior Use and Enjoyment of the Water which, under the Provisions of this Act, is required to flow or be discharged therefrom for the Use and Supply of the Mill or Factory called *Holden Wood* Mill, and of all and every other Mill or Factory, or Mills or Factories, and other Works which now, or at any Time or Times hereafter, may be erected or built upon the Lands or Grounds of the said Devisees, their Heirs or Assigns, near or adjoining to the said *Holden Wood* Reservoir, and between such Reservoir and the Mills or Factories late of the said *William Turner* and *John Bowker*, called *Helm Shore* and *Bridge End*, and *Raven Shore* and *Irwell Vale*, respectively, or any of them, or upon any Part or Parts thereof respectively; and the said Devisees, their Heirs and Assigns, and their Agents, Stewards, and Bailiffs, Tenants, Lessees, and Farmers, shall have a full and uninterrupted Right and Privilege of Road or Way and Passage, with Horses, Cattle, Carts, Waggons, and other Carriages, both laden and unladen, or without, over, across, and upon all and every or any of the Embankments of the said Reservoir, when so enlarged as aforesaid, for the more convenient Occupation of the Estate, Lands, and Grounds of the said Devisees, their Heirs and Assigns, situate in *Haslingden* and *Musbury* in the County of *Lancaster*, or either of them, and for every or any other lawful and reasonable Purpose whatsoever; and the said Devisees, their Heirs and Assigns, shall have and be entitled to the full, free, sole, and exclusive Right and Privilege of Sporting, Fishing, and Fowling, and otherwise sporting in and about and upon the said Reservoir, and the Water to be therein from Time to Time contained; and, subject to the Provisions of this Act, the Company shall make full Compensation, in accordance with the Provisions of "The Lands Clauses Consolidation Act, 1845," to the said Devisees, their Heirs and Assigns, in respect of the Rent reserved by the said Articles of Agreement, and for their Interest in the Reversion of the Land and Ground now occupied by the said *Holden Wood* Reservoir and the Works connected therewith, besides and in addition to all other Compensation to which, under the Provisions of this Act, and the Acts incorporated therewith, they may respectively be entitled.

For Protection of the Parties interested in the Holden Wood Reservoir.

XLVI. Before the Company shall supply any Water to the Inhabitants of the District within the Limits of this Act, from or by means of the Waters of the said Reservoirs or Works hereby authorized to be constructed, or any of the Brooks or Streams flowing into the said *Ogden Brook*, which they are herein-before authorized to take for the Purposes of this Act, they shall execute Works on the Course of the said Brook of sufficient Capacity to enable them to commence, and shall thenceforth continue to discharge,

discharge, from and out of their said Works, during the Hours aforesaid, through or over a Gauge to be erected below the *Holden Wood* Reservoir, the Quantities of Water following; that is to say, until the Enlargement of the said *Holden Wood* Reservoir shall have been fully completed, a Quantity of Water being not less than Four Cubic Feet *per* Second, and after the Enlargement of the said *Holden Wood* Reservoir shall have been fully completed, a Quantity of Water being not less than Six Cubic Feet *per* Second.

For Protection of the Parties interested in the Holden Wood Reservoir in any Extension of the Works.

XLVII. In case the Company shall hereafter extend their Works in the *Ogden* Valley so as to provide Reservoir Room for the Storage of more than Forty million Cubic Feet of Water in the aggregate, to be reckoned exclusively of the Capacity of the proposed Service Reservoir, the Company shall thenceforth discharge or cause to flow from and out of such Extension of their said Works during the Hours aforesaid, over and above the said stipulated Quantity of Six Cubic Feet *per* Second, an additional Quantity of Water to be calculated after the Rate of One Cubic Feet *per* Second for every Fifteen million Cubic Feet of additional Storage or Reservoir Room provided by such Extension.

For further Protection of the Parties interested in the Holden Wood Reservoir in any Extension of the Works.

XLVIII. Before the Company shall supply any Water to the Inhabitants of the said District, from or by means of any future Extension of their Reservoirs or Storage Room in the *Ogden* Valley beyond the Capacity of those shown on the said deposited Plans, they shall commence, and shall thenceforth continue to discharge, through or over the said Gauge to be erected below the *Holden Wood* Reservoir, during the Hours aforesaid, the said stipulated additional Quantity of Water to be calculated after the Rate of One Cubic Foot *per* Second for every Fifteen million Cubic Feet of additional Storage or Reservoir Room provided by such Extension as aforesaid.

Water supplied to Mills to be taken as full Compensation.

XLIX. If the Company shall commence and continue to discharge from and out of the said Reservoirs and Works respectively due Quantities of Water after the Rates aforesaid, from the Times and during the Periods herein-before specified for that Purpose, the same shall be accepted and taken by the Parties interested in the *Holden Wood* Reservoir, and in the Waters of the *Ogden Brook*, and of the Rivers *Ogden* and *Irwell*, as full Compensation for the Water intended to be diverted and appropriated for the Purposes of this Act.

Penalty on Failure to supply the stipulated Quantity of Water.

L. In case of any Failure, Neglect, or Default, by means or in consequence of which the several and respective Quantities of Water hereby required to flow or be discharged through or over the said Gauges herein-before mentioned as aforesaid shall not so flow or be discharged, the Company shall, for every Day on which any such

Failure,

Failure, Neglect, or Default shall occur, forfeit and pay to the Occupiers of each of the Mills and Works affected thereby who may sue for and recover the same the Sum of Ten Pounds.

Company to make Compensation to Owners, &c. of Mills, &c. for Damages.

LI. The 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 all Mills, Manufactories, Buildings, Lands, and Grounds, and to every Person whomsoever, all Loss, Costs, and Charges, Sum or Sums of Money, Damages, and Expenses whatsoever, and Compensation for all Injury, of what Nature or Kind soever, as well immediate as consequential, which such Owners or Occupiers or other Persons may suffer, incur, pay, expend, or be put unto by reason or in consequence of the Failure or giving way of any of the Reservoirs, Embankments, Waste Weirs, Watercourses, Pipes, or other Works constructed, enlarged, or used by the Company, or of any such Reservoirs, Embankments, Waste Weirs, Watercourses, Pipes, or other Works not being maintained, upheld, and kept in good and sufficient Repair, or of any Stoppage or Delay in the working of any such Mill or Manufactory as aforesaid which may be occasioned in or about the making or constructing, or the maintaining, upholding, or keeping in repair, of any such Reservoirs, Embankments, Waste Weirs, Watercourses, Pipes, or other Works as aforesaid.

Gauges to be constructed.

LII. The Company shall and they are hereby required, at their own Expense, to make and construct, and for ever thereafter maintain, within One hundred Yards from the Foot of the Bank of the said New Reservoir, and also within One hundred Yards from the Foot of the Bank of the said *Holden Wood* Reservoir, for the Purpose of ascertaining and regulating the actual Quantity of Water passing and flowing from and out of the said Reservoirs respectively, such Weirs, Gauges, and other Works as may be necessary for the Purpose of accurately measuring, gauging, and regulating the Water passing and flowing as aforesaid; and within Three Months from the passing of this Act the Company are required to apply to some Two Justices of the Peace acting within the Hundred of *Blackburn*, and not interested in the Premises, to appoint a fit and proper Person for the Purpose of altering, repairing, superintending, and regulating, at the Expense of the Company, the said Weirs, Gauges, and Works, and for securing the accurate Measurement of the Waters flowing from the said Reservoirs respectively, and which Appointment such Justices are hereby authorized and required to make as aforesaid; and when and so often as any Person so appointed shall die, or become incapable or refuse or decline to act, then some other Person shall be appointed, upon the like Application, by Two Justices of the Peace acting within the said Hundred of *Blackburn*: Provided always, that no such Application

Application or Applications as aforesaid shall be made until Notice thereof shall have been given by Advertisement in Two or more Newspapers published in the Borough of *Manchester*.

Mill Owners to have Access to Gauges.

LIII. It shall be lawful for the respective Owners and Occupiers of the said Mills and Works to have Access at all Times, by themselves, their Agents and Servants, to the said Weirs and Gauges, for the Purpose of measuring and gauging the Quantity of Water from Time to Time passing through or over the same.

Company may draw off Water from Reservoirs during Repairs.

LIV. It shall be lawful for the Company to draw and let off the Water of the *Holden Wood* Reservoir, for the Purpose of enlarging the same, and also to draw and let off the Water of the same Reservoir, and of any other Reservoir which may be constructed or enlarged under the Provisions of this Act, when and as often as it shall be necessary, for the Purpose of repairing and keeping in repair the same; and the Company in drawing off the said Water shall do as little Damage as possible, and use all convenient Speed in making the said Enlargement and Repairs, as the Case may be: Provided always, that during the Enlargement of the said *Holden Wood* Reservoir, the Company shall continue to discharge from and out of their said Works over the Gauge to be erected below the said *Holden Wood* Reservoir a Quantity of Water being not less than Four Cubic Feet *per* Second during the Hours aforesaid; and after the said Enlargement shall have been fully completed the Company shall commence and shall thenceforth for ever continue to discharge from and out of their said Works over the said Gauge a Quantity of Water being not less than Six Cubic Feet *per* Second during the Hours aforesaid, notwithstanding the Water from any One or more of the existing Reservoirs for the Time being may have been drawn or let off for the Purpose of making any such Repairs or Enlargement.

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

LV. The Company shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street in which any Pipe of the Company shall be laid, or of any Person who, under the Provisions of this Act or any Act incorporated therewith, shall be entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for their domestic Uses at the Rates *per Annum* herein-after specified; (that is to say,)

Where no Watercloset or private Bath.

If there be no Watercloset or private Bath in the Dwelling House or Part of the Dwelling House to be supplied with Water, at the following Rates:

Where the annual Rackrent or Value of such House shall not exceed Twenty Pounds, at a Rate *per Centum per Annum* not exceeding Seven Pounds Ten Shillings:

Where the annual Rackrent or Value of such Dwelling House shall exceed Twenty Pounds but shall not exceed Forty Pounds, at a Rate *per Centum per Annum* not exceeding Seven Pounds:

Where such annual Rackrent or Value shall exceed Forty Pounds but shall not exceed Sixty Pounds, at a Rate *per Centum per Annum* not exceeding Six Pounds Ten Shillings:

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

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

And where such annual Rackrent or Value shall exceed One hundred Pounds, at a Rate *per Centum per Annum* not exceeding Five Pounds: Provided, nevertheless, that the Company shall not be entitled to receive from 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 Owner or Occupier for any less Sum than Six Shillings and Sixpence in any One Year.

If there be a Water-closet or private Bath.

If there be a Watercloset or Waterclosets, or a private Bath or Baths, in such Dwelling House, then, in addition to the Rates above specified, the following Rates shall be payable; (that is to say,)

Where the annual Rackrent or Value of such Dwelling House does not exceed Ten Pounds, the Sum of Four Shillings *per Annum* for One Watercloset or Bath:

Where the annual Rackrent or Value of such Dwelling House shall exceed Ten Pounds but shall not exceed Twenty Pounds, a Rate not exceeding Five Shillings *per Annum* for One Water-closet or Bath:

Where the annual Rackrent or Value of such Dwelling House shall exceed Twenty Pounds but shall not exceed Fifty Pounds, the Sum of Six Shillings *per Annum* for One Watercloset or Bath:

Where the annual Rackrent or Value of such Dwelling House shall exceed Fifty Pounds and shall not exceed One hundred Pounds, the Sum of Seven Shillings and Sixpence *per Annum* for One Watercloset or Bath:

Where the annual Rackrent or Value of such Dwelling House shall exceed One hundred Pounds, the Sum of Ten Shillings *per Annum* for One Watercloset or Bath:

And for each additional Watercloset or private Bath, if more than One, in any of the aforesaid Cases, the Sum of Four Shillings *per Annum*.

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

Water-closets and private Baths to be properly constructed.

LVII. A Supply of Water for domestic Purposes shall not include a Supply of Water for Railways, Cattle, Horses kept for Hire, or for Washing Carriages kept for Hire, or for any Trade or Business whatsoever, or for Watering Gardens, or for Fountains, or for any ornamental Purposes whatsoever.

What shall be domestic Purposes.

LVIII. It shall be lawful for the Company to supply any Person with Water for other than domestic Purposes, for such Remuneration and upon such Terms and Conditions as shall be agreed upon between the Company and the Persons desirous of having such Supply.

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

LIX. When and so soon as the Company shall commence to supply Water to the Inhabitants of the said District from the Reservoirs and Works by this Act authorized to be constructed and enlarged, or any of them, the Company shall supply such Water as may be required by the *Bury* Improvement Commissioners for watering the Streets and flushing the Sewers within the Limits of the *Bury* Improvement Act, at a Rate not exceeding Fourpence *per* One thousand Gallons.

Price of Water to be charged to the Bury Improvement Commissioners.

LX. If any Person supplied with Water by the Company shall wilfully do or cause to be done any Act, Matter, or Thing in contravention of the Provisions of this Act, or of any Act incorporated herewith, or shall wilfully omit or neglect to do any Matter or Thing which under such Provisions ought to be done for the Prevention of the Waste, Misuse, or undue Consumption, or the Contamination of the Water of the Company, it shall be lawful for the Company to turn off the Water supplied by them to such Person, and to cease to supply such Person with Water, and also to recover from such Person, by Action or Suit in any Court of competent Jurisdiction, the Amount of any Loss, Damage, or Injury which the Company may sustain by reason or in consequence of any such Act, Matter, or Thing as aforesaid, or of any such wilful Omission or Neglect as aforesaid.

Water may be cut off in certain Cases.

LXI. It shall be lawful for the Company from Time to Time to make such Regulations as shall be necessary or expedient for the Purpose of preventing the Waste or Misuse of Water, and therein, amongst other things, to prescribe the Size, Nature, and Strength of the Pipes, Cocks, Cisterns, and other Apparatus to be used, and to

Regulations may be made by the Company for preventing Waste of Water.

to interdict any Arrangements, and the Use of any Pipes, Cocks, Cisterns, or other Apparatus, which may tend to such Waste or Misuse as aforesaid.

Water Rates to be recovered by Summons issued by One Magistrate;

LXII. In case any Person who shall have been supplied with Water by the Company, or who shall be liable to Payment in respect of a Supply of Water, under or by virtue of the Provisions of the recited Act or of this Act, shall neglect or refuse to pay the Amount due in respect of such Supply for the Space of Fourteen Days after Demand thereof by the Company, their Agent or Collector, it shall be lawful for any Justice having Jurisdiction where such Person shall then reside, or where such Water shall have been supplied, to issue his Summons to such Person requiring him to appear before any Two Justices at a Time and Place named therein, and then and there to show Cause why the Sum so demanded should not be paid; and if on the Appearance of such Person, or in default of Appearance after Proof of the Service of the Summons, either personally or at the last known Place of Abode or Place of Business of such Person, no sufficient Cause shall be shown to the contrary, it shall be lawful for any Two Justices to issue their Warrant of Distress for the Seizure and Sale of the Goods and Chattels of such Person, for the Recovery of the Amount which may be proved before such Justices to be due from such Person, together with such Costs as to such Justices shall seem just and reasonable.

and also by Warrant of Distress.

Power to lease the Water Rates.

LXIII. It shall be lawful for the Company to lease the whole or any of the Water Rates payable by virtue of this Act for any Term not exceeding Twenty-one Years, and upon such Terms, Covenants, and Conditions as the Company shall think proper; and every Lessee shall have the same Powers, Rights, and Remedies for recovering and enforcing the Payment of the Water Rates granted by the Lease as are by this and the said incorporated Acts vested in the Company for that Purpose: Provided always, that no such Lease shall defeat or abridge the Power by the said "Waterworks Clauses Consolidation Act" given to the Court of Quarter Sessions of directing the Reduction of the Rates, and the Company shall reduce the Rates in the same Manner as they would have done in case no Lease had been granted.

Expenses of Act.

LXIV. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incidental thereto, shall be paid by the Company.

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SCHEDULE A.

Form of Conveyance.

This Indenture, made the Day of One thousand eight hundred and fifty-three, between the Bury Waterworks Company of the one Part, and the Bury and Radcliffe Waterworks Company of the other Part, witnesseth, That the Bury Waterworks Company, for the Considerations appearing in "The Bury and Radcliffe Waterworks Act, 1853," and by virtue and in pursuance and under the Authority of that Act, do hereby convey and assign to the Bury and Radcliffe Waterworks Company, absolutely and for ever, all the Undertaking of the Bury Waterworks Company, and all the Lands, Works, Buildings, and Machinery, Monies, Goods, and Chattels, and all other the Real and Personal Estate and Effects of the Bury Waterworks Company, and which were in their Possession or Control or to which they had any valid Right or Claim on the First Day of July One thousand eight hundred and fifty-three, and all the Estate, Right, Title, and Interest of the said Company in their said Undertaking, and all the Rights, Privileges, Powers, and Authorities affecting or appurtenant to the same respectively, by the said Acts relating to the Bury Waterworks Company respectively vested in the said Company, subject to the existing Debts, Leases, Covenants, Liabilities, Contracts, Obligations, and Incumbrances of the said Company.

And the Bury and Radcliffe Waterworks Company do hereby accept and take the same Undertaking, subject to the Liabilities aforesaid, and to the Provisions of "The Bury and Radcliffe Waterworks Act, 1853." In witness whereof the said Companies have hereunto respectively affixed their Common Seals, the Day and Year first above written.

SCHEDULE B.

Form of Lease.

I of in consideration of the Rent herein-after reserved and made payable by "The Bury and Radcliffe Waterworks Company," do hereby demise to the said Company, their Successors and Assigns, all [*describing the Premises to be demised*] together with all Ways, Rights, and Appurtenances thereunto belonging, to hold the Premises to the said Company, their Successors and Assigns, for the Term of Years from the Day of the Date hereof, yielding and paying therefore yearly and every Year during the said Term the Sum of free from Land Tax, Sewers Rates, and all other Taxes and Outgoings (Property and Income Tax excepted), by equal Payments in the Year, the first Payment to be made on the Day of according to the true Intent and Meaning of the Act of Parliament incorporating the said Company. In witness whereof I have hereunto set my Hand and Seal, and the said Company have hereunto affixed their Common Seal, the Day of .

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