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An Act to extend the limits within which the Cleveland Water Company may supply water, and for empowering them to construct additional works and to raise additional capital; and for other purposes. [29th June 1871.]

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WHEREAS the Cleveland Water Company (in this Act called "the Company") were by "The Cleveland Waterworks Act, 1869," (in this Act referred to as "the former Act,") incorporated, and empowered to supply water to Saltburn-by-the-Sea, Skelton, Upper and Lower Marske, Upleatham, Brotton, and Redcar, in Cleveland in the county of York: 32 & 33 Vict. c. cvii.

And whereas it is expedient that the limits within which the Company may supply water be extended, and that they be empowered to construct and maintain additional reservoirs and works, and to obtain a further supply of water:

And whereas it is expedient that the Company be authorised to raise additional share and loan capital for the purposes of this Act and the general purposes of the undertaking:

And whereas it is expedient that the powers of the Company be in various respects enlarged, and that the former Act relating to the Company be in divers particulars extended and amended, and in part repealed:

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

And whereas plans and sections describing the lines, situations, and levels of the several works to be authorised by this Act, and of the lands and houses to be taken for the same, with a book of reference to those plans containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of lands described in such plans, have been deposited with the clerk of the peace for the north riding of the county of York, and such plans and sections and book of reference are in this Act referred to as the deposited plans, sections, and book of reference:

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

Short title.

1. This Act may be cited as "The Cleveland Waterworks Act, 1871."

Provisions of general Acts herein named incorporated.

2. The following Acts and parts of Acts (as far as they are applicable for the purposes and are not inconsistent with the provisions of this Act) are hereby incorporated with this Act; namely,

The Companies Clauses Consolidation Act, 1845;

The Lands Clauses Consolidation Acts, 1845, 1860, and 1869;

The Waterworks Clauses Acts, 1847 and 1863;

Parts I., II., and III. of the Companies Clauses Act, 1863; and

The provisions of the Railways Clauses Consolidation Act, 1845, with respect to the temporary occupation of lands near the railway during the construction thereof, and with respect to the crossing of roads or other interferences therewith.

Interpretation of terms.

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

Acts to be read as one Act.

4. This Act and the former Act as amended by this Act, and in force at the passing of this Act, shall be read together as one Act, and for this purpose the term "this Act" used in the former Act shall include the present Act.

Power to make waterworks and take lands, &c.

5. Subject to the provisions of this Act, the Company may, as part of their waterworks undertaking, make and maintain, in the lines or situations, and according to the levels shown on the deposited plans and sections, the reservoir, aqueducts, catch-water drains, conduits, pipes, and other works shown on the deposited plans, with all necessary or proper approaches, works, and conveniences connected therewith, and may purchase, enter on, take, and use such of the lands described in the deposited plans and book of reference, or any right of way, or of laying, relaying, renewing, maintaining,

enlarging, altering, examining, regulating, cleansing, draining, and repairing mains and pipes, and any other easements upon, in, or over such lands, not being an easement, right, or privileges in water, and may enter upon and use all or any of the streets, public bridges, and railways delineated on the said plans, or of lands situate on either side of any such streets or railways, and comprised within the limits of deviation delineated on the said plans, as they shall require for the purposes of this Act; and may stop up all roads and ways within the limits of deviation defined on the deposited plans which are shown thereon as intended to be stopped up, and may appropriate for the purposes of this Act the sites of the roads and ways so stopped up.

Power to take water.

6. Subject to the provisions of this Act, the Company may collect and divert into the reservoir, aqueducts, conduits, pipes, and other works shown on the said deposited plans, or some of them, and take, use, and appropriate, for the purposes of this Act and of the existing and authorised works of the Company, all or some of the waters of the springs, streams, or brooks known as Dale Beck, Lockwood Beck, Swindale Beck, and Oven Close Beck, and all other waters and springs shown on the deposited plans or within the limits of deviation defined thereon, and all waters found in, on, or under any of the lands for the time being belonging to the Company, or shown on the deposited plans and described in the deposited book of reference, and impound and store such several waters in the reservoirs and works of the Company, and from such works may supply water to and in the districts herein-after mentioned for domestic and other purposes.

Limits of lateral deviation.

7. In the construction of the works authorised by this Act the Company may deviate laterally from the lines thereof as shown on the deposited plans to the extent of the limits of lateral deviation marked thereon, and where the line of the proposed work is carried in or along any turnpike or other road to the extent of the fences on either side thereof.

Limits of vertical deviation.

8. In the construction of the works authorised by this Act the Company may deviate vertically from the levels shown on the deposited sections in the case of the reservoir to any extent not exceeding ten feet upwards and five feet downwards, and in the case of other works to any extent not exceeding ten feet upwards or five feet downwards: Provided always, that if it be necessary to construct the embankment of the reservoir higher up the valley than shown on the deposited plan thereof, then the Company may, within the limits of deviation in the construction thereof and of the

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works connected therewith, deviate vertically from the levels of such embankments and reservoir and the works connected therewith shown on the deposited sections to any extent not exceeding ten feet.

Temporary occupation of lands.

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

Period for completion of works.

10. If the works authorised by this Act are not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for executing the same, or in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed; but nothing in this Act shall restrict the Company from extending, enlarging, altering, or removing any of their engines, machinery, reservoirs, mains, pipes, or other works at any time and from time to time as occasion requires.

Powers for compulsory purchases limited.

11. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of four years from the passing of this Act.

Power to take additional lands by agreement.

12. The Company may from time to time, for purposes of their undertaking, purchase by agreement any lands, in addition to lands which they are authorised to take by compulsion, and the Company may hold the same, not exceeding in the whole at one time twelve acres, and may also from time to time purchase by agreement any such right or easement, not being an easement, right, or privilege of water, in, upon, under, or over lands, as they may think requisite for the purposes of this Act.

Power to agree for easements, &c.

13. The Company may take by agreement, and any person by "The Lands Clauses Consolidation Act, 1845," or otherwise enabled to sell lands, may grant to them any term, estate, easement, interest, right, or privilege therein, not being an easement, right, or privilege of water, in, over, or affecting any lands by this Act authorised to be purchased by the Company, at a yearly rent or otherwise; but in the case of a person not enabled otherwise than by "The Lands Clauses Consolidation Act, 1845," to sell lands, then subject and according to the provisions relative to the taking of lands by agreement contained in that Act and "The Lands Clauses Consolidation Acts Amendment Act, 1860," for which purpose any such term,

estate, easement, interest, right, or privilege shall be deemed lands within the meaning of those Acts.

Reservation of water rights, &c. on sale.

14. On the sale by the Company of any lands they may reserve to themselves all or any part of the water rights or other easements belonging thereto, and may make the sale subject to such reservations accordingly, and may also make any such sale subject to such other reservations, special conditions, restrictions, and provisions as they think fit.

Power to apply existing capital.

15. The Company may apply for the purposes of this Act any money raised or authorised to be raised by them by or under the former Act, and not required for other purposes of their undertaking.

Power to raise additional share capital.

16. In addition to the existing share capital of the Company, they may from time to time by virtue of this Act raise such sums as they think requisite, not exceeding in the whole the sum of twenty-eight thousand pounds, by the creation and issue of new ordinary shares or new ordinary stock, or new preference shares or new preference stock.

New shares to be subject to same provisions as existing shares.

17. Except as by or under the authority of this Act or any Act incorporated wholly or in part with this Act is otherwise provided, the additional share capital created by the Company under this Act, and the shares therein and the holders of those shares respectively, shall be entitled and subject to the same powers, rights, privileges, and liabilities in all respects as if that new capital were part of the ordinary share capital of the Company existing at the passing of this Act, and those shares were shares in that ordinary capital.

No share or stock to be issued until one fifth paid up.

18. The Company shall not issue any share or stock under this Act, nor shall any such share or stock vest in the person accepting it, unless and until a sum not being less than one fifth part of such share or stock is paid in respect thereof.

Power to borrow on mortgage.

19. The Company may from time to time by virtue of this Act borrow on mortgage any sums not exceeding in the whole the sum of seven thousand pounds, and the Company may, when seven thousand pounds of the said additional capital has been from time to time bonâ fide subscribed for, issued, and accepted, and one half thereof has been paid up, borrow on mortgage any sum or sums not exceeding in the whole one thousand seven hundred and fifty pounds, and when and as each further sum of seven thousand pounds of the said additional capital has been bonâ fide issued and accepted, and one half the amount thereof respectively has been paid up, the Company may borrow on mortgage any further sum or sums of money, not exceeding in the whole one thousand seven hundred and

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fifty pounds, in respect of each such seven thousand pounds; but in none of the before-mentioned cases shall any part of the said respective sums be borrowed until the Company have proved to the justice who is to certify under the fortieth section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the additional capital in respect of which such borrowing powers are sought to be exercised has been subscribed for, issued, and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share or portion of stock in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the subscribers or their assigns, and that such subscribers or their assigns are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

Existing mortgages to have priority.

20. All mortgages granted by the Company in pursuance of the former Act before the passing of this Act, and subsisting at the passing thereof, shall during their respective continuance have priority over any mortgages granted by virtue of this Act.

Arrears may be enforced by appointment of a receiver.

21. The mortgagees of the Company under this or the former Act may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver, and in order to authorise the appointment of a receiver in respect of principal, or principal and interest, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than one thousand pounds in the whole.

Application of money.

22. All money raised under this Act, either as additional share capital or by borrowing, shall be applied for the purposes of this Act and for the general purposes of the Company's undertaking, and not otherwise.

Power to convert moneys already borrowed into capital.

23. The powers of "The Companies Clauses Consolidation Act, 1845," with respect to the conversion of borrowed money into capital, shall extend and apply to any money already borrowed or which may be from time to time borrowed by the Company.

Extending limits of Act.

24. The limits of the Company's former Act and this Act for the supply of water shall be and include the several entire parishes of Skelton, Marske, Upleatham, Lofthouse, and Brotton, and the township of Liverton in the parish of Easington, together with the several villages, hamlets, and other places within or partly within the same parishes or townships, all in the north riding of the county

of York; and the Company may exercise throughout such limits the same powers as the Company's former Act and this Act would have enabled them to exercise therein had all the said parishes, townships, hamlets, and other places been originally comprised in the limits of the Company's former Act.

Removal of restrictions as to taking water above Moorsholm Mill.

25. So much of section 32 of the former Act as restricts and prohibits the Company from taking any water from the millrace above Moorsholm Mill without the previous consent in writing of the owner of the mill for the time being is hereby repealed.

Removal of restrictions as to quantity of water to be taken from Hagg Beck.

26. Notwithstanding anything in this Act contained, section 34 of the former Act, restricting the Company from collecting, diverting, and appropriating any larger quantity than one third of the water which shall at any time flow down the Hagg or Moorsholm Beck, or any stream or streams tributary to or flowing into the same above Little Moorsholm estate, without the consent of the owner of such estate, and compelling the Company to construct and maintain gauges and other works for measuring such water, and section 35 of such Act, subjecting the Company to penalties and damages in case of failure or neglect to cause such water to flow over or through such gauges into the said Hagg or Moorsholm Beck, shall be and continue in full force and effect until the Company shall have completed the reservoir authorised by this Act, so that water may be supplied from the same to the Little Moorsholm estate, but no longer, and thereupon the said sections shall be repealed.

Confirmation of agreement in schedule.

27. The articles of agreement between the Company and William Linskill (a copy whereof is contained in the schedule to this Act) are hereby confirmed and made binding on the parties thereto.

Recovery of sums due.

28. If any person fails to pay any water rent, meter rent, damages, costs, expenses, or other sum due to or recoverable by the Company under their former Act or this Act, or any Act incorporated wholly or in part herewith, they may recover the same by proceedings in any court of competent jurisdiction, and the remedies of the Company under this section shall be in addition to their other remedies.

Power to appoint additional directors.

29. Notwithstanding anything in the former Act contained, the shareholders of the Company may and they are hereby authorised, at any general meetings of the Company to be holden in pursuance of the former Act, from time to time to elect and appoint any number of directors in addition to the directors authorised by the former Act, but so that the number of directors of the Company shall not at any time exceed nine.

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Disqualification of directors.

30. Nothing in the Company's former Act or this Act, or any Act incorporated therewith, shall disqualify or be deemed to have disqualified any person from being a director of the Company, or make or be deemed to have made the office of any director of the Company vacant by reason of his being interested or directly or indirectly concerned in any contract with the Company relating to the lease, sale, purchase, user, or temporary or other occupation of lands for any purpose of the Company's undertaking, or in any loan of money or security for the payment of money to the Company for any purpose of their undertaking, or in any contract for supply of water by the Company to him or for his use, or in any contract for the hiring by the Company to him of any meter; but no such director shall vote on any question as to any such contract, loan, or security.

Works affecting the North-eastern Railway Company to be done under the inspection of their engineer.

31. In laying down, making, executing, and subsequently maintaining and repairing any mains and pipes or other works of the Company upon, along, across, or under or by the side of the North-eastern Railway, as shown on the deposited plans, and wheresoever elsewhere the same or any of them shall interfere with or be upon, across, or under or by the side of the said railway, or of the works or property of the said railway company, the Company shall lay down, make, execute, and subsequently maintain and repair the same, and from time to time alter the situation thereof when necessary, and all excavations and works necessary for those purposes, or any of them, under the direction and superintendence and to the reasonable satisfaction of the engineer for the time being of the said railway company, and in accordance with plans, drawings, and specifications previously submitted to and approved by the said engineer, and shall pay and make good to the said railway company all loss, costs, charges, damages, and expenses whatsoever which such Company shall sustain, pay, expend, or be put to by, in, about, or in consequence of laying down, making, and executing the said mains, pipes, and other works upon, along, across, or under or by the side of such railway and property, or any part thereof, and the subsequent maintenance and repair thereof or of any such works, or any other injury caused by the works of the Company or the use thereof, or by the bursting of any pipe or reservoir, or otherwise howsoever, to the said railway or the works or traffic thereof, or other the property of the said railway company; and in case of any difference between the engineer of the Company and the engineer of the said railway company concerning such plans, drawings, or specifications, or as to any other of the matters aforesaid, the same shall be determined by arbitration in manner prescribed by the clauses of the

Railway Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration, and for such purposes those clauses shall be incorporated with and form part of this Act: Provided always, that nothing in this Act contained shall enable the Company in any way to interfere with any station, station house, engine shed, warehouse, shop, or other building, or with any water pipes, wells, or other works of the said railway company, without the consent of such Company in writing first had and obtained.

Saving rights of the North-eastern Railway Company.

32. It shall not be lawful for the Company, without the consent of the North-eastern Railway Company, to purchase or take any lands or property of the North-eastern Railway Company delineated on the said plans, or any other estate, right, easement, privilege, power, or authority whatsoever in, over, or upon any such lands, except such and so far as shall be necessary for the purpose of laying and constructing, and of obtaining access to, examining, regulating, cleansing, draining, maintaining, renewing, and keeping in good repair, order, and condition such pipes and other works as may be required for and are incident to the purpose of conveying water for the purposes by this Act authorised; and except as herein-before expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the estate, rights, privileges, and authorities of or belonging to the North-eastern Railway Company.

As to Lady Hewley's Charity estate.

33. It shall not be lawful for the Company, without the consent of the trustees of Lady Hewley's Charity, to purchase or take any lands or property of the said trustees delineated on the said plans, or any other estate, right, easement, privilege, power, or authority whatsoever in, over, or upon any such lands, except such and so far as shall be necessary for the purpose of laying and constructing and of obtaining access to, examining, regulating, cleansing, draining, maintaining, renewing, and keeping in good repair, order, and condition such pipes and other works as may be required for and are incident to the purpose of conveying water for the purposes by this Act authorised; and except as herein-before expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the estate, rights, and privileges of or belonging to the said trustees.

Compensation to trustees of Lady Hewley's Charity for damage by giving way of works, &c.

34. The Company shall make full compensation to the trustees of Lady Hewley's Charity for any damage which may be done to them or their lands, houses, buildings, works, or hereditaments in the exercise of the powers conferred by this Act, or by the giving way or want of repair of any reservoir, main, or pipe, or other like work of the Company, or otherwise howsoever.

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The Company to acquire easement only through lands of J. T. Wharton, except for reservoir.

35. The Company shall not under the powers of this Act purchase compulsorily, excepting for the reservoir by this Act authorised, any lands belonging to John Thomas Wharton, Esquire, but may acquire a perpetual easement in and over those lands for laying down thereunder pipes, and for constructing catch-water drains for the purposes of this Act.

Saving rights of John Thomas Wharton.

36. Save as herein-before expressly provided, nothing in this Act contained shall take away, lessen, prejudice, alter, or affect any of the estates, rights, privileges, powers, and authorities of or belonging to John Thomas Wharton, Esq., his heirs or assigns, but all such estates, rights, privileges, powers, and authorities shall be exercised and enjoyed by the said John Thomas Wharton, his heirs or assigns, as if this Act had not passed.

Saving rights of Saltburn Improvement Company.

37. Save as herein-before expressly provided, nothing in this Act contained shall take away, lessen, alter, prejudice, or affect any of the estates, rights, privileges, powers, and authorities of or belonging to the Saltburn Improvement Company, but the same shall remain in as full force and effect as if this Act had not passed; and the provisions and restrictions contained in section 39 of the former Act shall apply to this Act with as full force and effect as if the same section had been re-enacted in this Act.

Restrictions as to limits of supply in former Act extended to this Act.

38. Nothing in this Act contained shall be deemed or construed to authorise the Company to supply water within the limits of "The Stockton and Middlesbrough Waterworks Act, 1864," or to include any place within the limits of that Act within the Company's limits of supply as extended and altered by this Act; but the restrictions contained in section forty-six of the former Act shall apply to this Act with as full force and effect as if the same section had been re-enacted in this Act.

Section 49 of former Act not to apply to houses except those supplied by the Company at the passing of this Act.

39. The forty-ninth section of the former Act shall not apply to any houses in the township of Skelton, except such houses as shall at the time of the passing of this Act be supplied with water by the Company, and it shall be lawful for the Company to demand water rents for the supply of water for domestic purposes to houses in the township of Skelton, except as aforesaid, at any rates not exceeding those specified in the forty-seventh section of the former Act; provided that when the annual value of any house does not exceed ten pounds the rate shall not exceed eight shillings and eightpence per annum.

Removal of restrictions as to charges for

40. So much of section 50 of the former Act as restricts and prohibits the Company from charging more than sixpence for each

one thousand gallons of water supplied by measure is hereby repealed. water supplied by measure.

41. A judge of any court or a justice shall not be disqualified from acting in the execution of any of the Acts of the Company by reason of his being liable to any water rent, meter hire, or other charge due to the Company. Judges, &c. not disqualified.

42. The costs, charges, and expenses preliminary to and of and incidental to the preparing, applying for, obtaining, and passing of this Act shall be paid by the Company. Expenses of Act.

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SCHEDULE referred to in the foregoing Act.

ARTICLES of AGREEMENT made and entered into this sixth day of May 1871 between the Cleveland Water Company (herein-after called the said Company) of the one part, and William Linskill, of Little Moorsholm in the county of York, Esquire, of the other part.

WHEREAS by the Cleveland Waterworks Act, 1869, the said Company were authorised and empowered to maintain and construct certain works therein particularly mentioned, and to collect and divert into their existing and intended works the waters of a certain stream called Hagg or Moorsholm Beck, for the purpose of supplying water within the district in the said Act mentioned; and by section 34 of the said Act it was provided that the Company should not, without the consent of the said William Linskill, or the owner for the time being of the said estate of Little Moorsholm, collect, divert, or appropriate any larger quantity of the water which should at any time be flowing down the Hagg or Moorsholm Beck, or any stream or streams tributary to or flowing into the same above the said Little Moorsholm estate, than one third part of such water, and that the Company should, before diverting, collecting, or appropriating any water from the said beck or stream, at their own expense, and at the sight and to the satisfaction of an engineer to be appointed (in case of difference of opinion between the said William Linskill and the Company) by the Board of Trade, erect and for ever after maintain a gauge or gauges, and any other necessary works sufficient to ascertain and secure that at all times at least two third parts of such waters should pass over or through such gauge or gauges and flow down the said beck or stream, and that no more than one third part of such waters should be collected, diverted, or appropriated by the Company without such consent as aforesaid, and that the said gauge or gauges and other works should be open at all times to the inspection and examination of the said William Linskill, or the owner for the time being of the said estate, or any person appointed by him for the purpose; and by section 35 of the said Act it was further provided that, in case of failure, neglect, or default of the Company by or in consequence of which the water by the said Act required to be allowed to flow over or through the said gauge or gauges into the said Hagg or Moorsholm Beck should not so flow, the Company should for every day on which such failure, neglect, or default should occur, or such flow should not take place, forfeit and pay the sum of five pounds to the said William Linskill, or to the owner for the time being of the said estate of Little Moorsholm, as and by way of liquidated damages, and should, in addition, make compensation for any loss, damage, or injury which the said William Linskill, or such owner for the time

being, should or might by such failure, neglect, default, or deficiency of flow of water sustain, incur, or be put to, and in respect of which such liquidated damages might be an insufficient compensation; and that it should be lawful for the said William Linskill, or the owner of the said estate of Little Moorsholm for the time being, from time to time to recover such liquidated damages and compensation, with costs, from the Company by action in any court of competent jurisdiction:

And whereas the said Company have in this present session of Parliament introduced a Bill empowering them to construct additional works, as shown on the deposited plans and sections therein referred to, and also to collect and divert into such works, and take, use, and appropriate, for the purposes of the intended Act and of the existing and authorised works of the said Company, all or some of the waters of the springs, streams, or brooks known as Dale Beck, Lockwood Beck, Swindale Beck, and Oven Close Beck, being tributaries of the said stream called Hagg or Moorsholm Beck, and all other waters and springs shown on the said deposited plans or within the limits of deviation defined thereon, and impound and store such several waters in the reservoir and works of the said Company, and from such works to supply water to and in the districts therein mentioned for domestic and other purposes:

And whereas the said Bill so introduced by the said Company as aforesaid contains the following clause; namely, "Notwithstanding anything in this Act "contained, section 34 of the former Act, restricting the Company from collect- "ing, diverting, and appropriating any larger quantity than one third of the "water which shall at any time flow down the Hagg or Moorsholm Beck, or "any stream or streams tributary to or flowing into the same above Little "Moorsholm estate, without the consent of the owner of such estate, and com- "pelling the Company to construct and maintain gauges and other works for "measuring such water, and the whole of section 35 of such Act, subjecting "the Company to penalties and damages in case of failure or neglect to cause "such water to flow over or through such gauges into the said Hagg or Moors- "holm Beck, shall be and continue in full force and effect until the Company "shall have completed the reservoir authorised by this Act, so that water may "be supplied from the same to the Little Moorsholm estate, but no longer, and "thereupon the said sections shall be repealed:"

And whereas the said William Linskill having opposed the said Bill, the said Company have agreed with the said William Linskill (in case the said Bill shall pass into a law) to enter into the arrangements herein-after mentioned and provided for, and that this agreement shall be ratified and confirmed by the said Bill:

Now these presents witness, that in consideration of the said William Linskill having assented to the construction of the said works, and to the use and appropriation by the said Company of the said streams, as provided by the said Bill, and to the repeal of the said 34th and 35th sections of the said "Cleveland Waterworks Act, 1869," upon the completion of the said reservoir, as provided by the said Bill, and having agreed to withdraw his opposition to the said Bill, it is hereby mutually agreed between and by the said Company and the said

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William Linskill, for themselves and their respective heirs, successors, and assigns, as follows:

1. At all times after the said Company shall have completed the said reservoir so that water may be supplied from the same to the said Little Moorsholm estate, the said Company shall (subject to the provisions of the said "Cleveland Waterworks Act, 1869," and of the Acts incorporated therewith) from such reservoir, or from the main pipes conveying water from such reservoir to Saltburn, supply, for the purposes (other than domestic purposes) of the said Little Moorsholm estate, and of the owner for the time being of that estate, and the lessees thereof, and of the minerals therein, such a quantity of water as such owner and lessees shall require for the said purposes, but on condition only that the person requiring such supply shall agree to pay to the said Company for and in respect of every one thousand gallons of water so supplied to such person any sum the said Company think fit, not exceeding the sum of sixpence, at the times and in manner following; that is to say, on the 1st day of January, the 1st day of April, the 1st day of July, and the 1st day of October in every year, for and in respect of such water as may have been supplied as aforesaid during the immediately preceding quarter of a year ending on the 31st day of December, and the 31st day of March, the 30th day of June, and the 30th day of September respectively; and in the event of the said Company refusing or wilfully neglecting or failing to give such supply for the purposes of the said estate, and of the owners and lessees aforesaid, the said Company shall, for every day during which or during any part of which such refusal, neglect, or failure shall occur, or such supply shall not be given, pay the sum of five pounds to the said William Linskill, or the owner for the time being of the said estate, as and by way of liquidated damages, and shall, in addition, make compensation to the said William Linskill, or the owner for the time being of the said estate, and to the lessees aforesaid, for any loss, damage, or injury which he or they may respectively incur or be put to by reason of such refusal, neglect, failure, or deficiency of supply, which several liquidated damages and compensation may be sued for and recovered by the person entitled to the same in any court of competent jurisdiction.

2. The said Company shall, at their own expense, provide and maintain all necessary mains and pipes, sluices, and valves for connecting their said reservoir with such point on the said Little Moorsholm estate, not being at a greater distance than 150 yards from the centre of the said Hagg or Moorsholm Beck, as the said William Linskill, or the owner for the time being of the said estate, shall determine as the point at which the said Company shall deliver the said supply of water for the purposes aforesaid of the said estate, and the owners and lessees thereof; and the person requiring such supply shall, at his own expense, provide all necessary pipes for conveying such supply of water from such point of delivery to any other point on the said estate where he may desire to have such supply; and the said Company shall, on the request of any person entitled to any such supply, also provide one or more properly constructed and efficient meter or meters necessary for measuring the quantity of water supplied as aforesaid, and shall at all times keep the said meter and meters in good and proper repair and condition, and shall from time to time replace the same when necessary, on condition that the said meter or meters shall at all times be open

to the inspection of the said Company, and to any person or persons by them authorised to inspect the same, and that the person requiring such meter or meters shall agree to pay to the said Company for and in respect of such meter or meters, by equal quarterly payments on the first above-mentioned quarterly days, such annual sum as may from time to time be agreed upon, or, in case of difference, as shall be settled by arbitration in manner herein-after provided, but not exceeding fifteen per centum per annum upon the reasonable cost thereof.

3. The said Company shall at all times after they shall have completed the said reservoir so that water may be supplied from the same to the said Little Moorsholm estate, construct and maintain, at their own costs and charges, a suitable watering-trough at some point on the said estate to be determined by the said William Linskill, or the owner for the time being of the said estate, adjoining or near to the stream called Hagg or Moorsholm Beck and to the present watering-place thereon, for the use and accommodation of the said estate; and the said Company shall at all times thereafter, unless otherwise agreed between the owner for the time being of the said estate and the said Company, keep the said watering-trough so to be constructed regularly supplied with water free of charge and in proper repair and condition.

4. The said Company shall, upon the passing of the said Bill into an Act, pay to the said William Linskill, his executors, administrators, or assigns, the sum of 500*l.*

5. It is hereby further agreed that the said Company, their successors and assigns, shall be entitled, until they shall have completed the said reservoir so that water may be supplied from the same to the said Little Moorsholm estate, or if they do not so complete such reservoir within five years from the date at which the said Bill shall be passed into an Act, then only until the expiration of such five years, to take, collect, divert, and appropriate any part, not exceeding three fourths, of the water of the said Hagg or Moorsholm Beck, or any stream or streams tributary to or flowing into the same above the said Little Moorsholm estate, when and as they shall think fit: Provided always, that in case the said Company, their successors or assigns, shall at any time before such completion take, collect, divert, and appropriate a larger quantity than one third part of such water, they shall pay to the said William Linskill, his heirs or assigns, a sum of money, after the rate of 2*l.* for each week during which or during any part of which they shall take, collect, divert, and appropriate such larger quantity, each such week being held to commence at noon on Sunday, and to terminate at noon the following Sunday.

6. In case the said Bill shall not in this present session of Parliament pass into an Act, this agreement shall be void.

7. In case any dispute or difference shall at any time hereafter arise between the said Company, their successors or assigns, on the one part, and the said William Linskill, his heirs or assigns, on the other part, as to the construction of these presents, or any act done or to be done in pursuance thereof or anything relating thereto, such dispute or difference shall be determined by arbitration according to the provisions of the Lands Clauses Consolidation Act, 1845, with respect to the purchase and taking of lands otherwise than by agreement.

A.D. 1871.

In witness whereof the said Company have hereunto set their common seal, and the said William Linskill has hereunto set his hand and seal, the day and year first above written.

Wm. Linskill.

Seal of the Cleveland Water Company.

The common seal of the Cleveland Water Company was affixed hereto in the presence of

Wm. Whitwell.

Signed, sealed, and delivered by the within-named William Linskill in the presence of

Geo. Cook,
Bookseller, St. Andrews.

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