ANNO DECIMO NONO & VICESIMO

VICTORIÆ REGINÆ.

Cap. xxxvi.

An Act for making better Provision for supplying the Districts of *Dewsbury*, *Batley*, and *Heckmondwike* with Water, and for confirming an Agreement between the Local Boards of Health of those Districts; and for other Purposes.

[23d *June* 1856.]

WHEREAS an Act was passed in the Session of Parliament held in the Sixteenth and Seventeenth Years of the Reign of Her present Majesty, called "The *Dewsbury* Waterworks Act, 1853," whereby the Local Board of Health for the District of *Dewsbury* (herein-after called the *Dewsbury* Board) were authorized to construct Waterworks, and supply with Water the District of *Dewsbury* in the Township of *Dewsbury* in the West Riding of the County of *York*, and the Districts of *Heckmondwike* and *Batley* in the same Riding, (such last-mentioned Districts being defined to consist respectively of the Townships of *Heckmondwike* and *Batley*, or any Parts of those Townships to which "The Public Health Act, 1848," then was or thereafter should be applied,) or any or either of them; and it was by the said Acts enacted, that the Local Board of Health for the Districts of *Heckmondwike* and *Batley* respectively

16 & 17 Vict. c. cxxvii.

respectively (herein-after called the *Heckmondwike* Board and the *Batley* Board) or either of them, and the *Dewsbury* Board, might from Time to Time enter into and carry into effect Contracts and Agreements for a Supply of Water by the *Dewsbury* Board to the Districts or any Part of the Districts of such other Boards, or either of them, being within the Limits of the said Act, for all or any of the Purposes of "The Public Health Act, 1848," and the said Act, upon such Terms and Conditions as the contracting Boards should think fit, and that Provision might be made in any such Contract for enabling the *Heckmondwike* and *Batley* Boards, jointly or severally, or either of those Boards conjointly with the *Dewsbury* Board, and in proportion to the Amount of Money to be advanced by such Boards or either of them for the Purposes of the said Act, to inspect, superintend, regulate, and control the Execution, Management, and Maintenance of all or any Part of the Works by the said Act authorized, and the Expenditure thereon, and also the Supply of Water within the several Districts, and to participate in such Proportion as aforesaid in all the Advantages to be derived from the said Undertaking; and it was also enacted, that the Boards being respectively Parties to any such Contracts might from Time to Time by mutual Consent vary, suspend, or rescind the same or any Part thereof, and enter into and carry into effect other Contracts in lieu thereof; and the *Dewsbury* Board were by the said Act required to furnish Water for domestic Purposes for the limited annual Rents therein specified, and they and the said other Boards were also authorized to levy within their respective Districts annually a public Water Rate not exceeding Two Shillings and Sixpence in the Pound, and to borrow on the Security of the Rents, Rates, and Works authorized by the said Act any Sum or Sums of Money not exceeding in the aggregate as regards the *Dewsbury* Board Thirty-six thousand Pounds, as regards the *Batley* Board Twenty-three thousand Pounds, and as regards the *Heckmondwike* Board Eleven thousand Pounds: And whereas the *Dewsbury* Board have proceeded to put the said Act into execution, and the Works thereby authorized are now in course of Construction, and it has been found that by making certain new Conduits the Line of the Conduit described No. 2. in the said Act could conveniently be shortened at Two several Places in the Township of *Thurlstone* in the Parish of *Penistone*, and the Line of the Conduit described No. 4. in the said Act could conveniently be shortened at Three several Places, One thereof in the Township of *Denby* in the Parish of *Penistone*, another thereof in the Township of *Shelley* in the Parish of *Kirkburton*, and the Third thereof in the Townships and Parishes of *Thornhill* and *Dewsbury*, whereby a Saving in Expense and Labour could be effected; and it is expedient that the Construction of such new Conduits should be authorized in lieu of Portions of the said Conduits described No. 2. and No. 4., which

which would thereby become unnecessary: And whereas it is found that the Money which was authorized to be borrowed under and for the Purposes of the said Act will not be sufficient for such Purposes, and it is expedient that a further Sum should be authorized to be borrowed, and that the Water Rents and Rates should be increased, and that the said Rates should be made prospectively or retrospectively as Circumstances might require: And whereas since the passing of the said Act a Local Board of Health for the District of *Batley* has been constituted, and such District consists of the whole of the Township of *Batley*; and a Local Board of Health for the District of *Heckmondwike* has also been constituted, and such District consists of the whole of the Township of *Heckmondwike*: And whereas an Agreement has been entered into between the said Three Boards, whereby, amongst other things, it is agreed to the Effect that the *Dewsbury* Board shall supply with Water the Districts of the said other Boards, and that the said other Boards shall respectively co-operate with and assist the *Dewsbury* Board in so doing, as well in the Construction of the Works as in the Management of them when constructed; and that the Three Boards shall bear and pay all Expenses, Losses, Outgoings, and Liabilities, and be entitled to all Receipts and Returns, and shall divide and appropriate all clear Profits in the Proportion of Three Sixths to the *Dewsbury* Board, Two Sixths to the *Batley* Board, and One Sixth to the *Heckmondwike* Board; and Provision is made for the Apportionment of a Joint Committee by the said Three Boards for exercising the Powers of the said Act; and Provision is also made for having a Revision and Alteration from Time to Time of the Proportions in which the said Boards are to share in the Expenses and Receipts of supplying the said Districts with Water: And whereas it has also been agreed between the said Three Boards, subject to the Approval of Parliament, that the Reservoirs and Waterworks authorized by the said Act, and described upon the Plan therein referred to, and the Lands and Property acquired by the *Dewsbury* Board under the Powers thereof, should be vested in the Three Boards in the Proportions in which they are respectively for the Time being to share in the Expenses of constructing and maintaining the same, and that the said Agreement should be carried into effect: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament; but the same could be more conveniently effected if the recited Act were repealed, and its Provisions amended and consolidated with this Act: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

I. This

The Dewsbury, Batley, and Heckmondwike Waterworks Act, 1856.

Short Title.

I. This Act may be cited for all Purposes as "The *Dewsbury*, *Batley*, and *Heckmondwike* Waterworks Act, 1856."

Interpretation of Terms.

II. In construing this Act, and in construing the Acts incorporated herewith in connexion with this Act, the following Words and Expressions shall have the respective Meanings herein-after assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "the *Dewsbury* Board" shall mean the Local Board of Health for the District of *Dewsbury*:

The Expression "the *Batley* Board" shall mean the Local Board of Health for the District of *Batley*:

The Expression "the *Heckmondwike* Board" shall mean the Local Board of Health for the District of *Heckmondwike*:

The Expression "United Boards" shall mean the *Dewsbury* Board, the *Batley* Board, and the *Heckmondwike* Board:

The Expression "the Committee" shall mean the Committee appointed by the United Boards:

The Expression "the Undertaking" shall mean the Undertaking authorized by the recited Act and this Act:

The Expression "the Public Health Act, 1848," shall mean that Act, or any Act relating to the Public Health which may be passed in the present Session:

The Expression "Quarter Sessions" shall mean the General Quarter Sessions for the West Riding of the County of *York*:

The Word "Owner" shall have the same Meaning as is assigned to such Word in "The Public Health Act, 1848," or in any Act relating to the Public Health which may be passed in the present Session.

The Three Boards united, and may hold joint Meetings.

III. For the Purposes of this Act, the *Dewsbury* Board, the *Batley* Board, and the *Heckmondwike* Board shall be united, and may from Time to Time hold joint Meetings by the Members appointed by them as herein-after mentioned.

Power to ThreeBoards to appoint Members to hold Meetings for confirming or refusing to confirm Proceedings of Committee.

IV. Within One Month after the passing of this Act, and some Time in the Month of *April* in every subsequent Year, the *Dewsbury* Board shall nominate and appoint not more than Nine of their Members, not being Members of the Committee; the *Batley* Board shall nominate and appoint not more than Six of their Members, not being Members of the Committee; and the *Heckmondwike* Board shall nominate and appoint not more than Three of their Members, not being Members of the Committee; and the Persons so nominated and appointed shall from Time to Time, as Occasion may require, hold Meetings at the Office of the *Dewsbury* Board, for the Purpose of confirming or refusing to confirm such Proceedings of the Committee

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as require Confirmation under the Provisions of this Act; and at every such Meeting Six shall be a Quorum, and every such Meeting shall be considered as a Meeting of the United Boards.

For supplying occasional Vacancies.

V. Whenever any Member so appointed as aforesaid shall die or retire or cease to be a Member of the Local Board by which he had been nominated and appointed, or shall become incapable of acting, or shall be appointed a Member of the Committee, the Board by whom such Member was appointed shall nominate and appoint another in his Stead, who shall not be a Member of the Committee, and so *toties quoties*; and if any of the said Boards shall refuse or for Seven Days after Application from either of the other Boards neglect to fill up any Vacancy, the Nomination and Appointment may be made on the Application of either of the other Boards by the General Board of Health.

Members to go out of Office annually, but eligible for Re-election.

VI. All Persons so nominated and appointed as aforesaid, whether at a Meeting to be held within One Month after the passing of this Act, or at a Meeting in *April* to fill up occasional Vacancies, shall go out of Office at the Meeting of their respective Boards to be holden in the Month of *April* next after their Appointment, but shall notwithstanding be eligible for Re-appointment.

Power to United Boards to elect a Chairman, and the Majority voting to bind the Minority.

VII. At every Meeting of the United Boards the Members present shall elect One of their Number to act as Chairman upon the Occasion; and in all Cases the Votes of the Majority of Members present and entitled to vote shall be binding upon the Minority with respect to any Question that may be submitted for their Determination, and in case of Equality of Votes the Chairman shall be entitled to a Casting Vote in addition to his own Vote.

Appointment of Officers.

VIII. It shall be lawful for the United Boards collectively, and also for each of them severally, to appoint all such Officers and Servants as they may respectively think fit for the Purposes of this Act, and from Time to Time to remove such Officers and Servants, and appoint others in their Stead, or in the Room of such of them as may die, resign, or discontinue their Office or Services; and until a Clerk shall be appointed by the United Boards each of the Clerks to the said Three Local Boards shall be the Clerk to the United Boards, and until a Treasurer shall be appointed by the United Boards the Treasurer to the *Dewsbury* Board for the Time being shall be the Treasurer to the United Boards.

Officers to be subject to Rules, &c. established by 11 & 12 Vict. c. 63.

IX. All the Provisions contained in "The Public Health Act, 1848," with respect to the Payment of Officers by the Local Board, and the Regulation of the Conduct of such Officers, and the Penalties or other Punishment to be imposed on such Officers, and the Means of recover-

ing such Penalties or inflicting such Punishment, shall extend to this Act, and be applicable in respect of the Officers to be appointed by virtue thereof; and the Expression "the Local Board of Health" in such Provisions shall mean the United Boards, or the *Dewsbury* Board, or the *Batley* Board, or the *Heckmondwike* Board, as the Case may require.

United Boards to sue and be sued in the Name of their Clerk.

X. The United Boards may sue and be sued in the Name of their Clerk, in like Manner in all respects as before the passing of this Act the *Dewsbury* Board could sue and be sued in the Name of their Clerk, with respect to any Matter arising under the recited Act; and the Clerk to the United Boards shall be reimbursed the Costs, Charges, Damages, and Expenses he may have become liable to pay, or have sustained or been put unto in consequence of any legal Proceedings so instituted, out of any Monies coming to the United Boards under or by virtue of this Act.

Authentication of Notices, &c.

XI. Any Summons, Demand, or Notice or other such Document under this Act may be in Writing or Print, or partly in Writing and partly in Print, and if the same require Authentication by the United Boards the Signature thereof by their Clerk shall be a sufficient Authentication.

Service of Notices, &c. on United Boards.

XII. Any Summons, Notice, Writ, or Proceeding of any Kind, and any Notice of any Kind whatsoever, to be served upon the United Boards, may be so served by being left at or sent through any Post Office directed to the United Boards at their Office, or by being delivered there to their Clerk personally.

Recited Act repealed.

XIII. From and after the passing of this Act, but subject to the Provisions thereof, the recited Act shall be and the same is hereby repealed.

Provisions of 8 & 9 Vict. c. 18. and 10 & 11 Vict c. 17. incorporated.

XIV. The Sections and Provisions of the following Acts, (that is to say,) "The Lands Clauses Consolidation Act, 1845," and "The Waterworks Clauses Act, 1847," (except the Sections of the last-mentioned Act with respect to the Amount of Profit to be received by the Undertakers when the Waterworks are carried on for their Benefit, and with respect to the yearly Receipt and Expenditure of the Undertakers, and numbered LXXV. to LXXXIII. (inclusive of both Numbers), shall be incorporated with and form Part of this Act, except so far as the same are expressly varied or otherwise provided for by this Act; and in construing those Acts for the Purposes of this Act the Expressions "the Undertakers" and "the Promoters of the Undertaking" respectively shall, with reference to the Reservoirs and Waterworks by this Act vested in or authorized to be made by the United Boards, mean the United Boards, and with reference to the Pipes and Works for Supply of Water within each District, mean the Local Board of such District.

XV. All

Vesting Lands, &c. in United Boards.

XV. All Lands, Works, Buildings, Machinery, Pipes, Books, Papers, Accounts, and other Property of every Description, whether Real or Personal, and all Debts, Choses in Action, Rights, Easements, and Privileges which belonged to the *Dewsbury* Board or to which they were entitled at the Time of the passing of this Act under or for the Purposes thereof, shall on the passing of this Act become vested in the United Boards in the Proportions following, (that is to say,) as to Three Sixth Parts thereof in the *Dewsbury* Board, as to Two Sixth Parts thereof in the *Batley* Board, and as to the remaining Sixth Part thereof in the *Heckmondwike* Board.

Expenses to be borne by Local Boards in certain Proportions.

XVI. Two Sixth Parts of all the Expenses, Losses, Outgoings, and Liabilities incurred by the *Dewsbury* Board prior to the passing of this Act, under or for the Purposes of the recited Act, including the Expenses of applying for and obtaining the said Act, shall be repaid to them, or shall be otherwise borne and paid by the *Batley* Board, and One Sixth Part of such Expenses, Losses, Outgoings, and Liabilities shall be repaid to the *Dewsbury* Board, or shall be otherwise borne and paid by the *Heckmondwike* Board, and the Amount of all such Expenses, Losses, Outgoings, and Liabilities shall be ascertained by the Committee.

United Boards to represent the Dewsbury Board with reference to the Waterworks.

XVII. From the passing of this Act, and except as is by this Act otherwise expressly provided, the United Boards shall, with respect to the Undertaking of the *Dewsbury* Board by this Act vested in or transferred to the United Boards, to all Intents represent the *Dewsbury* Board, as if, but not to any greater Extent than if, the *Dewsbury* Board and the United Boards had originally been and had continued without Intermission to be one and the same Body.

United Boards to perform Duties of Dewsbury Board.

XVIII. From the passing of this Act, and except as is by this Act otherwise expressly provided, the United Boards shall, with reference to such Undertaking as aforesaid, be subject to and shall perform and conform to all Duties, Obligations, and Liabilities to which the *Dewsbury* Board immediately before the passing of this Act were or but for this Act would become subject, and shall indemnify the *Dewsbury* Board, and their Officers and Servants, and their respective Representatives, from all such Duties, Obligations, and Liabilities, and all Costs, Damages, and Expenses in that Behalf.

Present and future Rights and Liabilities under repealed Act saved.

XIX. Notwithstanding such vesting of the Undertaking of the *Dewsbury* Board in the United Boards, and notwithstanding the Repeal of the recited Act, and except only as is by this Act expressly otherwise provided, everything before the passing of this Act done, suffered, and confirmed respectively shall be as valid and effectual as if this Act were not passed, and such Vesting and Repeal and this Act respectively shall accordingly be subject and without Prejudice to everything

thing so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if such Vesting and Repeal had not happened and this Act were not passed would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively; and with respect to all such Things so done, suffered, and confirmed respectively, and all such Rights, Liabilities, Claims, and Demands, the United Boards shall to all Intents and Purposes represent the *Dewsbury* Board: Provided always, that the Generality of this Enactment shall not be restricted by any other of the Sections and Provisions of this Act.

Purchases, &c. to remain.

XX. Notwithstanding such Vesting and Repeal, and except as is by this Act otherwise expressly provided, all Purchases, Sales, Assurances, and Contracts made or entered into before the passing of this Act to, with, in favour of, or by, for, or on behalf of the *Dewsbury* Board, or any Person on their Behalf, under the Powers of the recited Act, or for the Purposes thereof, shall be as effectual to all Intents for, against, and with respect to the United Boards as if the same had been made by, to, or with respect to the United Boards instead of the *Dewsbury* Board, and may be proceeded on and enforced in like Manner to all Intents as if the United Boards had been party or privy thereto instead of the Party actually party or privy thereto or referred to therein; and all Mortgages, Instruments, and Securities made, given, or entered into before the passing of this Act by, for, or on behalf of any of the said Three Local Boards, under the Powers of the recited Act or for the Purposes thereof, shall be and remain good, valid, and effectual against and with reference to such Board, and may be proceeded on and enforced accordingly.

Confirming Conveyances and Grants made to Dewsbury Board for Purposes of Works before passing of Act.

XXI. All Conveyances and Grants of Lands, or of Easements, Rights, Powers, or Privileges in, over, or affecting any Lands, made and executed to or in favour of the *Dewsbury* Board for the Purposes of the Works by the recited Act or this Act authorized, prior to the passing of this Act, and which would have been good and valid if made and executed to or in favour of the United Boards after the passing of this Act, shall be as good, valid, and effectual to all Intents and Purposes as if made and executed to or in favour of the United Boards after the passing of this Act.

Money paid into Bank, &c. to be applied under recited Act.

XXII. Notwithstanding such Vesting and Repeal, and except only as is by this Act otherwise expressly provided, in every Case in which under the recited Act any Money was before the passing of this Act paid into the Bank of *England*, or to any Trustee or Trustees, as Purchase or Compensation Money, or on any Account, such Money, or the Stocks, Funds, or Securities in or upon which the same is from Time to Time by the Order of the Court of Chancery or otherwise invested,

invested, and the Income and Produce thereof, shall after the passing of this Act be applied and disposed of pursuant to such recited Act.

Certain Obligations of Dewsbury Board performed by United Boards.

XXIII. Provided always, That the Obligations of the *Dewsbury* Board under such recited Act, with respect to such Money, Stocks, Funds, Securities, Income, and Produce respectively, shall after the passing of this Act be performed and observed by the United Boards.

Actions, &c. not to abate.

XXIV. Notwithstanding such Vesting and Repeal, any Action, Suit, Prosecution, or other Proceeding whatsoever, commenced either by or against the *Dewsbury* Board or their Clerk before the passing of this Act, with reference to the Waterworks by the recited Act authorized, or any of the Powers of the said Act, shall not abate or be discontinued or prejudicially affected by this Act, but on the contrary shall continue and take effect, in favour of or against the United Boards, in the same Manner to all Intents as if this Act were not passed, save only that the United Boards shall be substituted therein for the *Dewsbury* Board.

Penalties to be recoverable.

XXV. Notwithstanding such Repeal, all Penalties, Damages, Monies, Costs, and Expenses which, if this Act had not been passed, would under the recited Act have become payable to or recoverable by any Person shall, after the passing of this Act, be payable and recoverable in like Manner, and by like Ways and Means, as if this Act had not been passed.

Debts due to and by Dewsbury Board to be paid by United Boards.

XXVI. Notwithstanding such Vesting and Repeal, all Persons who immediately before the passing of this Act owed any Sum of Money to the *Dewsbury* Board, or to any Person on their Behalf, under the Powers or for the Purposes of the recited Act, (except Water Rates,) shall pay the same with all the Interest (if any) due and payable or accruing for the same to the United Boards; and all Debts and Monies which immediately before the passing of this Act were due or owing by or recoverable from the *Dewsbury* Board, or for the Payment of which the *Dewsbury* Board were or but for this Act would have been liable (such Debts and Monies being due under the Powers or for the Purposes of the recited Act, and not being Debts and Monies due upon Mortgage), shall be paid with all Interest (if any) payable or accruing for the same by or be recoverable from the United Boards.

Water Rates, &c. due at passing of Act to be recovered.

XXVII. Nothwithstanding such Vesting and Repeal, all Water Rates which immediately before the passing of this Act were due and payable, or accruing and becoming due and payable, to any of the said Three Local Boards shall be payable to and may be collected and recovered by such Local Board, in like Manner as the Water Rates by this Act granted.

Maps, &c. to remain in Custody of Clerk of Peace.

XXVIII. Notwithstanding such Vesting and Repeal, all Plans, Sections, and Books of Reference, and all Corrections and Certificates of Corrections thereof respectively, deposited for the Purposes of the recited Act with any Clerk of the Peace, shall remain in his Custody as if they were deposited for the Purposes of this Act according to the Provisions of the Act of the Seventh Year of King *William* the Fourth and the First Year of Her Majesty, Chapter Eighty-three, and every such Clerk of the Peace shall accordingly permit the same to be inspected, and Copies thereof and Extracts therefrom to be taken.

Books to be Evidence.

XXIX. Notwithstanding such Vesting and Repeal, all Books, Writings, and Documents by the recited Act directed or authorized to be kept or made, and which if this Act were not passed would be receivable in Evidence, shall be admitted in Evidence in all Courts of Law and Equity, and elsewhere, accordingly.

In the Month of October in every Year Committee to be appointed by the Three Boards.

XXX. Sometime in the Month of *October* in the Year One thousand eight hundred fifty-six, and sometime in the Month of *April* in every subsequent Year, the *Dewsbury* Board shall nominate and appoint Three competent Persons out of their Members, the *Batley* Board shall nominate and appoint Two competent Persons out of their Members, and the *Heckmondwike* Board shall nominate and appoint One competent Person out of their Members; and the Six Persons so nominated and appointed shall constitute the Committee for the Purposes of this Act; and such Persons shall go out of Office at the Meeting of their respective Boards to be holden in the Month of *April* then next for appointing new Members of the Committee, but shall notwithstanding be respectively eligible for Re-appointment.

Retiring Members eligible for Re-appointment.

Committee acting at Time of passing this Act to continue in Office till appointed under this Act.

XXXI. The several Persons who constituted the Committee by virtue of the recited Agreement at the Time of the passing of this Act shall, notwithstanding the passing of this Act, continue in Office till the first Appointment of Members of the Committee under this Act, and shall then be respectively eligible for Re-appointment, and such Committee shall have all the same Powers and Incidents as if appointed under this Act.

As to filling up occasional Vacancies.

XXXII. Whenever after the passing of this Act any Vacancy shall occur in the Committee by reason of any Member thereof ceasing to be a Member of the Local Board of Health by which he had been nominated and appointed, or dying or becoming incapable of acting, or voluntarily withdrawing from such Committee, or absenting himself for Three consecutive Meetings of the Committee after due Notice of the same, the Board by whom such Member was appointed shall nominate and appoint another in his Stead, and so *toties quoties*; and

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if any of the said Boards shall refuse or for Seven Days after Application from either of the other Boards neglect to nominate their Members of such Committee, or to fill up any Vacancy, the Nomination and Appointment may be made on the Application of either of the other Boards by the General Board of Health.

Chairman of Committee.

XXXIII. The Committee shall at their First Meeting after every annual Appointment of Members elect one of their Number to be the Chairman of the Committee; and whenever a Vacancy shall occur in the Office of Chairman by reason of Death, Incapacity to act, or Resignation, or by reason of his ceasing to be a Member of the Local Board of Health by which he was nominated and appointed, or absenting himself from Three consecutive Meetings of the Committee after due Notice of the same, the Committee shall in like Manner elect some other of their Number as Chairman; and the Chairman so appointed shall preside at the Meetings of the Committee when he is present, and in his Absence some other Member of the Committee to be elected at the Meeting, and the Person presiding is in all Cases to be entitled to a Casting Vote in addition to his own.

Quorum.

XXXIV. At every Meeting of the Committee Four shall be a Quorum.

As to Meeting of Committee and Custody of Papers.

XXXV. The Committee shall meet at *Dewsbury*, and until a separate Clerk is appointed by the United Boards the Clerk of the *Dewsbury* Board shall have the Custody of the Documents and Papers of the Committee.

Members of Committee to be paid travelling Expenses, &c.

XXXVI. The Members of the Committee shall be paid their travelling and other Expenses actually incurred by them in directing, superintending, and managing the Works under their Control.

Powers of United Board to be exercised by Committee.

XXXVII. All Powers by this Act vested in the United Boards collectively shall be exercised by the Committee, and the Committee shall especially direct, superintend, and control the Construction and Execution of all the Works by this Act vested in or authorized to be made by the United Boards, and after the Completion of such Works they shall manage, direct, and control the supplying the said Three Districts with Water under the Powers of this Act until the Water leaves the Reservoirs at *Boothroyd* or *Staincliffe*, as the Case may be.

Minutes of Proceedings to be entered in a Book, but not to be valid until confirmed, &c.

XXXVIII. The Committee shall cause to be entered in a Book to be kept for the Purpose full Minutes of all their Proceedings, and no Proceeding shall be valid unless entered upon such Minutes, nor until the Expiration of Seven clear Days next after the Meeting at which such Proceeding shall have been taken, nor if such Proceeding shall

shall require Confirmation, and not be confirmed by the United Boards under the Provisions of this Act.

Minutes to be open to Inspection of Members of United Boards, who may require Meeting of United Boards to be held for confirming Proceedings.

XXXIX. The Minutes of the Proceedings of the Committee shall be open to the Inspection of all Members of the United Boards, and if at any Time within Seven clear Days after the Meeting at which any Proceeding shall have been taken by the Committee any Member of any of the Three Local Boards shall, after inspecting such Minutes, by Writing under his Hand given to the Clerk having the Custody of such Minutes, or addressed to him and left at the Office of the *Dewsbury* Board, require that a Meeting of the United Boards shall be convened for the Purpose of considering respecting the Confirmation of any such Proceeding, such Proceeding shall be a Proceeding requiring Confirmation by the United Boards within the Meaning of this Act; but, except as aforesaid, no Proceeding of the Committee shall require such Confirmation.

Clerk to convene such Meeting.

XL. Upon receiving any such Notice as aforesaid, the Clerk having the Custody of the Papers of the Committee shall with all convenient Speed summon a Meeting of the United Boards for the special Purpose of confirming or refusing to confirm such Proceeding of the Committee as aforesaid; and at such Meeting it shall not be lawful for any Member of the Committee to vote or take any Part in the Proceedings, except for the Purpose of giving such Explanations as he may consider necessary.

Clerks of the ThreeBoards to co-operate till separate Clerk appointed.

XLI. The Clerk of the *Dewsbury* Board, and the Clerk of the *Batley* Board, and the Clerk of the *Heckmondwike* Board shall respectively, until a separate Clerk is appointed by the United Boards, co-operate together and act jointly in carrying out the Orders and Resolutions of the Committee, and otherwise in the joint Management of the Works,

Expenses and Receipts of United Boards collectively to be divided amongst them respectively in certain Proportions.

XLII. All Expenses, Losses, Outgoings, and Liabilities of the United Boards collectively, including the Expenses of applying for and obtaining this Act, and all Receipts and Returns of the United Boards collectively, shall be divided amongst such Boards respectively in the Proportions of Three Sixths to the *Dewsbury* Board, Two Sixths to the *Batley* Board, and One Sixth to the *Heckmondwike* Board, unless and until such Proportions shall be altered by the Committee under the Provisions of this Act.

Limits of Act.

XLIII. The Limits of this Act shall comprise and include the Districts of *Dewsbury*, *Batley*, and *Heckmondwike*, and the *Dewsbury* Board shall have and exercise all the Powers of this Act for supplying the Water within the District of *Dewsbury*, and the *Batley* Board shall have and exercise all the Powers of this Act for supplying the Water

Water within the District of *Batley*, and the *Heckmondwike* Board shall have and exercise all the Powers of this Act for supplying the Water within the District of *Heckmondwike*.

Power to make and maintain Waterworks.

XLIV. It shall be lawful for the United Boards to make, complete, and maintain the Reservoirs and Waterworks herein-after described, together with all proper Conduit Pipes and other Works connected therewith; (that is to say),

No. 1. A Reservoir, and all necessary Approaches, Embankments, and other Works connected therewith, on the River *Dun*, at or near *Dunford Bridge*, in or upon certain Fields and Moors called *Little Moor*, *Shipley Ings*, *Dead Edge*, *Lower Dead Edge*, and *Snailsden Moor*, situate in the Township of *Thurlstone* in the Parish of *Penistone* in the West Riding of the County of *York*:

No. 2. A Conduit or Line of Pipes commencing at or near *Dunford Bridge* in the Township of *Thurlstone* in the Parish of *Penistone* in the said West Riding, passing thence to a Point at or near the Fence dividing Land belonging to the *Dewsbury* Board from a Piece of Moor Land numbered 28, in the said Township of *Thurlstone*, on the Plan herein-after mentioned as deposited with the Clerk of the Peace of the West Riding of the County of *York* in the Year One thousand eight hundred and fifty-two, and passing thence to a Point in the Field or Piece of Moor Land numbered 33 in the same Township on the same Plan, and passing thence to a Point in the Field numbered 43 in the same Township on the same Plan, and passing thence into and under and along the Road leading from *Carlcoates* to *Dunford Bridge*, and numbered 34 and 111 in the same Township on the same Plan, to a Point at or near the Field numbered 51 in the same Township on the same Plan, and passing thence to and terminating in a Field adjoining *Potter's Gate* Road and the *Broad Stone Dyke* situate in the Township of *Foolstone* in the Parish of *Kirkburton* in the said West Riding:

No. 3. Another Reservoir, with all necessary Approaches, Embankments, and other Works connected therewith, in or upon a certain Field called the *Lower Duke Piece*, and in or upon certain other Fields respectively called the *Broad Stone*, *Upper New Close*, *Broad Stone Common*, and the *Brown Edges*, all situate in the Township of *Foolstone* in the Parish of *Kirkburton* in the said West Riding:

No. 4. Another Conduit or Line of Pipes commencing at a Field called the *Broad Stone* in the Township of *Foolstone* aforesaid, passing thence to a Point in the Field numbered 3, in the Township of *Denby* and Parish of *Penistone*, on the Plan herein-after referred to as deposited with the Clerk of the Peace of the West Riding of the County of *York* in the Year One thousand eight

hundred and fifty-two, passing thence to a Point in or near the Property numbered 88 in the same Township on the same Plan, passing thence to a Point in or near the Field numbered 106*a* in the Township of *Shelley* in the Parish of *Kirkburton* on the same Plan, passing thence to a Point in or near the Property numbered 146 in the last-mentioned Township on the same Plan, passing thence to a Point in or near a Field numbered 1 in the Township and Parish of *Thornhill* on the same Plan, passing thence to a Point in the Property numbered 7*a* in the Township and Parish of *Dewsbury* on the same Plan, and passing thence to and terminating at a Field called *Purl Hill* situate at *Staincliffe* in the Parish of *Batley* in the said West Riding:

No. 5. Another Conduit or Line of Pipes diverging or branching from the last-mentioned Conduit or Line of Pipes, and commencing at the *Dewsbury Moor Upper Road* in the Township of *Dewsbury* in the Parish of *Dewsbury* in the said West Riding, and terminating at a Field called *Shell Croft* situate at *Boothroyd* in the Parish of *Dewsbury* in the said West Riding:

No. 6. Another Reservoir, with all necessary Approaches, Embankments, and other Works connected therewith, in or upon a certain Field called *Purl Hill* situate at *Staincliffe* in the Parish of *Batley* in the said West Riding:

No. 7. A Reservoir, with all necessary Approaches, Embankments, and other Works connected therewith, in or upon a certain Field called *Shell Croft* situate at *Boothroyd* in the Parish of *Dewsbury* in the said West Riding:

No. 8. A Conduit or Line of Pipes commencing at a certain Field called *Purl Hill* situate at *Staincliffe* in the Parish of *Batley* in the said West Riding, and terminating on the *Wakefield and Halifax* Turnpike Road, at the Point where the Boundary dividing the Township of *Heckmondwike* in the Parish of *Birstal* and the Township of *Batley* in the Parish of *Batley* intersects the said Turnpike Road:

Lastly. All Embankments, Dams, Sluices, Channels, Drains, Pipes, Wells, Tanks, Engines, and other Conveniences necessary in connexion with the before-mentioned Works, and for collecting, cleansing, and storing up the Waters of the Rivers, Springs, and Streams herein-after mentioned.

Works to be constructed in accordance with Plans deposited with Clerk of Peace in 1852 and 1855.

XLV. And whereas a Plan and Section showing the Line and Levels of the said Reservoirs and Conduits or Lines of Pipes, 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 and through which the same were intended to be made or to pass, were deposited with the Clerk of the Peace for the West Riding of the County of *York* in the Year One thousand eight

eight hundred and fifty-two, and a Plan and Section showing the Line and Levels of the proposed new Conduits in substitution for Parts of the said Conduits described No. 2 and No. 4, and also a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers, of the Lands in and through which such new Conduits are intended to be made or to pass, were deposited with the same Clerk of the Peace in the Year One thousand eight hundred and fifty-five: Therefore, subject to the Powers of Deviation, Provisions, and Restrictions in this Act and the Acts incorporated herewith contained, the said Reservoirs and Conduits or Lines of Pipes (except the Portions of the said Conduit described No. 2 which will be situate between the said Point at or near the Fence dividing Land belonging to the *Dewsbury* Board from 28 in *Thurlstone* and the Point in 33 in *Thurlstone*, and between the Point in 43 in *Thurlstone* and the Point at or near 51 in *Thurlstone*, and except also the Portions of the said Conduit described No. 4 which will be situate between the Point in 3 in *Denby* and the Point in or near 88 in *Denby*, and between the Point in or near 106*a* in *Shelley* and the Point in or near 146 in *Shelley*, and between the Point in or near 1 in *Thornhill* and the Point in 7*a* in *Dewsbury*,) shall be made in the Lines and upon the Lands delineated on the Plan and described in the Book of Reference and according to the Levels defined on the Section deposited as aforesaid in the Year One thousand eight hundred and fifty-two, and the said excepted Portions of the said Conduits described No. 2 and No. 4 (being the intended new Conduits) shall be made in the Lines and upon the Lands delineated upon the Plan and described in the Book of Reference, and according to the Levels defined on the Section deposited as aforesaid in the Year One thousand eight hundred and fifty-five; and it shall be lawful for the United Boards to purchase, enter upon, take, and use such of the Lands, Streams, and Waters delineated on the said Plans, and referred to in the said Books of Reference as shall be necessary for such Purposes, and to take therefrom such Water as the United Boards collectively or separately may require for the Purposes of this Act: Provided always, that nothing herein-before contained shall be held or construed to extend the Time limited by the recited Act for the compulsory Purchase of the Lands required for the Works to be made according to the said Plan, Section, and Book of Reference deposited with the said Clerk of the Peace in the Year One thousand eight hundred and fifty-two.

General Power to purchase Lands, &c. by Agreement.

XLVI. The United Boards from Time to Time may by Agreement purchase any Easement, Right, Power, or Privilege in, over, or affecting any Lands which they may think requisite for any of the Purposes of this Act, and may purchase the same on such Terms and Conditions as they may think fit.

XLVII. The

Incapacitated Persons may make Grants of Ways, &c.

XLVII. The Persons by this Act empowered to sell and convey Lands shall have full Power to make to the United Boards Grants of any Easements, Rights, Powers, or Privileges in, over, or affecting any Lands, and the Consideration for any such Grant may be either a Sum in gross or a perpetual annual Rentcharge, and the United Boards may secure any such Rentcharge by all usual and proper Powers of Distress or otherwise: Provided always, that with respect to every such Grant made in consideration of a perpetual annual Rentcharge by any Person under Disability or Incapacity to sell and convey Lands otherwise than under this Act, the Amount of such Rentcharge shall be ascertained and fixed by Two able practical Surveyors, and shall not be less than the best yearly Rent that can be had or gotten for such Right, Easement, Power, or Privilege.

Rents, &c. from incapacitated Persons.

Limits of Deviation along Roads, &c.

XLVIII. Whenever and so far as the Line of any Work as shown upon either of the said Plans passes along any Road or Highway, and no Lines of lateral Deviation are marked thereon, the United Boards may in the Construction of such Work deviate from the Line laid down on such Plan to the Extent only of the Boundaries of such Road or Highway, and in other Places the United Boards may in constructing the said Works, but subject to the Provision next herein-after contained, deviate from the Line thereof laid down on the Plan to the Extent of One hundred Yards, but not beyond the Line of lateral Deviation described in the Plan, and may, so far as such lateral Deviation extends, make such Deviation in the Section of any of such Works as may be necessary in consequence thereof: Provided always, that no such Deviation of the Line of any open Conduit shown on the Plan shall be made so as to enable the United Boards to intercept any greater Quantity of Water than would have been intercepted if such Conduit had been constructed in the Line shown on the Plan, except with the previous Consent of the Millowners, and for the Purposes of this Proviso the said new Conduits shall be considered as such Deviations.

Power to take, alter, and divert Springs, &c.

XLIX. Subject to the Provisions herein-after contained, it shall be lawful for the United Boards from Time to Time to take and store up in the said Reservoirs and Works to be constructed as aforesaid the Waters of the River *Dun* immediately above its Confluence with the Streams flowing in *Dearden Clough*, and also of the Streams flowing down *Dearden* and *Windleden* Cloughs, and any other Springs, Brooks, Rivulets, Streams, or Drains shown on the Plans deposited as aforesaid (except *Snailsden* and *Smallden* Cloughs, or any Streams, Rivulets, or Drains, flowing into them,) which may be intercepted or collected by any of the Works by this Act authorized for the Collection or Interception of such Waters, and from Time to Time to draw off and use the Waters so stored up for the Purposes of this

this Act, and for the Purposes aforesaid to alter and divert the Course of the said Springs, Brooks, Rivulets, Streams, and Drains, and their Tributaries, to the Extent and in manner shown on the said Plans.

Water not to be taken between certain Points.

L. Provided always, That nothing in this Act contained shall authorize the United Boards to take or impound the Waters of any Stream, River, or Drain, or any Surface Water which may be situate between the Gauge to be erected as herein-after mentioned at the Reservoir proposed to be made near *Dunford Bridge*, and which is herein-after called the Compensating Reservoir, and the Point marked Nine Miles on the Line of Conduit upon the Plan deposited as aforesaid in the Year One thousand eight hundred and fifty-two, nor of any Stream, River, or Drain, nor any Surface Water flowing into or forming the *Smallden Brook* as shown in the Plan deposited as aforesaid; but the Conduits and Tunnels shown on the said Plan as intended to be made between the Points aforesaid shall be closed and Water-tight Conduits and Tunnel, and shall be constructed and for ever maintained by the United Boards in such Manner as effectually to prevent the Interception or Collection thereby of the Waters of any Stream, Rivers, or Drains, or any Surface or other Waters which may be situate between the respective Points aforesaid; and if the United Boards shall at any Time fail to keep the said Conduits and Tunnel in such a State as to prevent such Interception and Collection as aforesaid of the said Waters, or any of them, it shall be lawful for any Person who may be aggrieved thereby, after Seven Days Notice to the United Boards, requiring them to do such Works as may be necessary for preventing the Interception and Collection of such Waters, and after Failure of the United Boards to comply with such Notice, themselves to enter upon the Lands and Works of the United Boards, and to execute all such Repairs and Alterations of the said Conduits, Tunnel, and the Works connected therewith, as may be necessary for effectually preventing the Interception and Collection thereby of such Waters as aforesaid, and to recover the Expenses of such Repairs and Alterations, with full Costs of Suit, against the United Boards, in any Court of competent Jurisdiction.

Regulating Construction of Compensation Reservoir.

LI. For the Protection of the several Owners, Lessees, and Occupiers of Mills and Works now erected or which may be hereafter erected on the River *Dun* below its Confluence with the Streams flowing in *Dearden Clough* aforesaid, and which Owners, Lessees, and Occupiers are in this Act designated as "the Millowners," and as a Means of providing against any Loss of Water to the Mills and Works in the said River and to the River *Dun* Navigation by reason of the Execution of any of the Powers by this Act conferred on the United Boards, the Compensating Reservoir near to *Dunford Bridge* authorized

authorized to be constructed by this Act shall be made and for ever maintained by the United Boards of sufficient Capacity, and of such Form and Mode of Construction, as to be capable of permanently holding at the least Forty Millions of Cubic Feet of Water; and it shall not be lawful for the United Boards to supply any Water for the Purposes of this Act until the said Reservoir shall have been completed of such Capacity as aforesaid, and until the Gauges, Weirs, Conduits, and other Works herein-before and herein-after required to be constructed and maintained by the United Boards shall be respectively completed to the Satisfaction of the Engineer to be appointed by the Millowners in manner herein-after provided, and shall have been certified by the said Engineer to have been so completed by Writing under his Hand filed with the Clerk of the Peace for the West Riding of the County of *York*.

Certificate of Completion of Reservoir.

LII. Provided always, That if after the said Reservoir, Gauges, Weirs, Conduits, and other Works shall in the Opinion of the United Boards have been so completed as aforesaid, and after Notice thereof in Writing shall have been given by the United Boards to the Millowners, the Engineer of the Millowners shall not within the Space of One Calendar Month next after such Notice give such Certificate as aforesaid, or give to the United Boards Notice in Writing of his Reasons for refusing to give such Certificate, showing the Additions to or Alterations in the said Reservoir, Gauges, Weirs, Conduits, and other Works which he may deem necessary for their Completion, a Certificate under the Hand of Two Justices shall be conclusive Evidence of the Completion of the said Reservoir, Gauges, Weirs, Conduits, and other Works, and such Two Justices shall sign such Certificate on Proof being adduced to them by the United Boards of such Completion: Provided also, that if the United Boards shall dispute the Necessity of any Alterations or Additions required by such Engineer, the Matters in dispute shall be referred to the Arbitration of Two competent Engineers, one to be appointed by the United Boards and the other by the Millowners, or to an Umpire to be chosen by such Engineers in case they disagree, and the Award of such Arbitrators or of their Umpire upon the Questions so referred to them shall be conclusive, and all the Provisions of "The Lands Clauses Consolidation Act, 1845," with reference to the Decision of Disputes by Arbitration shall apply to the Arbitration lastly herein-before provided for, and the Certificate of such Two Justices, or of such Arbitrators or of their Umpire, as the Case may be, shall have the same Force and Effect as though the same had been signed by the Engineer of the Millowners.

Gauge or Tumbling Bay to be

LIII. The United Boards, before they supply any Water for the Purposes of this Act, shall also erect and shall for ever thereafter maintain,

maintain, upon the Line of the Conduit and at or near the North-east Corner of the Compensating Reservoir, a Gauge or Tumbling Bay of such Form and Dimensions and of such Mode of Construction as will allow the whole or any Part of the Waters which may be intercepted by means of the open Catchwaters or Conduits to be made by the United Boards for the Interception and Collection of the Waters of the said River *Dun*, and of the other Streams, Springs, Brooks, Rivulets, and Drains herein-before mentioned, and which the United Boards are by this Act authorized to intercept and collect, to flow into the said Reservoir; and the said Gauge or Tumbling Bay shall be constructed and for ever after maintained by the United Boards to the reasonable Satisfaction of the Engineer to be appointed by the Millowners, and the Flow of Water through or over the same into the said Reservoir shall be regulated in manner next herein-after provided, (that is to say,) when and as often and so long as the Level of the Water in the Reservoir, as indicated by a proper Gauge to be erected in connexion therewith, to the reasonable Satisfaction of the Engineer of the said Millowners, shall be reduced to the Extent of Fifteen Feet below the Top-water Level of the said Reservoir as defined on the said last-mentioned Gauge, then the whole of the Waters of the Rivers, Streams, Brooks, Rivulets, and Drains aforesaid, intercepted by means of the Conduits or Catchwaters to be made by the United Boards, shall flow into the said Reservoir; when and so long as the Level of the Water in the said Reservoir shall be reduced less than Fifteen Feet but more than Six Feet below the said Top-water Level, then the Quantity of Water intercepted as aforesaid by the Conduits or Catchwaters of the United Boards, and which shall be allowed to flow into the said Reservoir, shall be at the Rate of Five hundred thousand Gallons in every Twenty-four Hours; when and so long as the Level of the Water in the said Reservoir shall not be reduced to Six Feet below the said Top-water Level, then the United Boards may take, for the Purposes of this Act, all or any of the Waters which may be intercepted by them as aforesaid.

erected for checking Flow of Water into the Reservoir.

LIV. In addition to the last-mentioned Gauge or Tumbling Bay for regulating the Flow of Water into the said Compensating Reservoir and along the said Conduits, the United Boards shall also, before they supply any Water for the Purposes of this Act, cause to be erected, and shall for ever after maintain, to the Satisfaction of the Engineer of the Millowners, another Gauge or Weir in connexion with the said proposed Compensating Reservoir, with proper Valves and Pipes for the Purpose of regulating the Flow of Water out of the same Reservoir for the Use of the Mills and Works on the said River *Dun* below the said Reservoir; and the said last-mentioned Gauge or Weir shall be so made and regulated as that Two million Gallons of Water shall be capable of flowing, and shall be allowed to flow, through or over the same,

Gauge to be erected for regulating Flow of Water out of Compensating Reservoir.

same, out of the said Reservoir, in each and every successive Period of Twenty-four Hours of each Working Day in the Year, but at such Times and in such Proportions during each such Period of Twenty-four Hours as the Millowners may from Time to Time determine, in manner herein-after provided.

As to Superintendence of Gauges, &c.

LV. The said Gauges, Valves, and Pipes shall be placed under the Superintendence and Control of a Servant to be appointed by and who shall act under the Orders of the Millowners in regulating the Discharge of Water from and out of the said Reservoir, and through or over the said Gauges according to the Provisions of this Act; and the Wages of such Servant, not exceeding Twenty Shillings *per* Week, shall be paid by the United Boards, and if the Wages of the said Servant shall at any Time be in arrear he may recover the same against the United Boards, in like Manner as though he were the Servant of and appointed by the United Boards.

Millowners and their Officers may inspect Gauges, &c.

LVI. The said Gauges and the said Compensating Reservoir and Works connected therewith shall be for ever maintained by the United Boards, at their own Expense, in a fit and proper State of Repair, to the Satisfaction of the Millowners, and so as to fufil the several Conditions aforesaid; and the Millowners or any of them, and their Officers and Servants duly authorized, shall at all Times have the Right of Access to the said Reservoir and to the said Gauges for the Purpose of ascertaining the State of Repair and Efficiency thereof, and of gauging the Contents of the said Reservoir and the Quantity of Water from Time to Time passing over the said Gauges respectively.

Provision for letting off Water during Repairs.

LVII. For the Purpose of repairing the said Compensating Reservoir, or cleansing or deepening the same, it shall be lawful for the United Boards to let the whole or any Part of the Waters of the said Reservoir out of the same during such Period as may be necessary; but in such Event they shall give One Month's previous Notice of their Intention to the Millowners, and shall provide to their reasonable Satisfaction, or to the reasonable Satisfaction of their Engineer for the Time being, a sufficient Pipe or Conduit, or other Means, whereby the constant Flow of Water by this Act intended to be secured to the Millowners out of the said Reservoir shall be adequately provided and secured for them out of the Catchwater or Conduit of the United Boards whilst the said Reservoir is being repaired or cleansed as aforesaid.

In case of Insufficiency of Water during Repairs of Reservoir.

LVIII. Provided always, That if the whole of the Water passing through the Catchwater or Conduit of the United Boards, at any Time while the Reservoir is being cleansed or repaired as aforesaid, shall be insufficient to afford to the Millowners a Supply of Two million Gallons in each and every successive Period of Twenty-four Hours in each Working

Working Day, the United Boards shall not be liable to any Damages, Penalties, Costs, or other Payment by reason thereof.

Millowners may repair Gauges if United Boards fail to do so.

LIX. If at any Time the said Gauges, Valves, or Pipes, or any of them, shall be in an unfit State of Repair or Condition for the Purposes for which they are respectively intended, the same shall be forthwith put into a proper State of Repair and Condition by and at the Expense of the United Boards; or if they fail to proceed so to do within Seven Days after Notice given to them by or on behalf of the Millowners requiring them so to do, it shall be lawful for the Millowners to cause such Works to be done and performed in connexion with the said Gauges, Valves, or Pipes, or any of them, as shall be necessary for placing them in a proper State and Condition, and to recover the Expense of such Works, with full Costs of Suit, against the United Boards in any Court of competent Jurisdiction.

Penalty in case United Boards fail to supply the stipulated Quantities of Water.

LX. Subject to the Provisions in this Act contained with respect to letting off the Water for the Purpose of cleaning or repairing the Compensating Reservoir, and with respect to the Supply of Water during those Periods, if at any Time from the bad State of Repair of the said Compensating Reservoir the Water in the said Reservoir shall be insufficient to allow of the continuous Flow therefrom during every successive Twenty-four Hours as aforesaid of the Quantity of Water herein-before required to flow out of the same for the Use of the Millowners, and at such Times and in such Manner and Proportions as may be required by them in accordance with the Provisions herein-before contained, the United Boards shall for each and every Day during which the Millowners from such Cause do not receive such Supply of Water as aforesaid forfeit and pay to the Occupier for the Time being of each and every Mill or other Work on the said River *Dun*, below the said Compensating Reservoir, who shall apply for the same within One Month after such Insufficiency shall have arisen, the Sum of Twenty Pounds, which Sum, together with full Costs, may be recovered by every such Occupier against the United Boards in like Manner as Penalties may be recovered under the Provisions of "The Lands Clauses Consolidation Act, 1845," applicable to the Recovery of Forfeitures, Penalties, and Costs.

Millowners may construct Works necessitated by Non-completion of Compensating Reservoir.

LXI. If the said Compensating Reservoir shall be commenced, but shall not be completed in manner aforesaid, to the reasonable Satisfaction of the Engineer of the Millowners, before the Fourth Day of *August* One thousand eight hundred and fifty-seven, and certified so to be in manner herein-before required, it shall be lawful for the Millowners, after giving Notice to the United Boards to complete the said Reservoir within Twelve Months from the Date of such Notice, and after Failure by the United Boards so to complete the same within the last-mentioned Period, themselves to enter upon and take possession

sion of the Lands, Works, and Property of the United Boards at and near to the said proposed Reservoir, and to execute such Works, either by the partial Removal of the Works commenced by the United Boards, or by finishing off but not increasing or enlarging those Works, as may in the Opinion of their Engineer for the Time being be necessary for the Prevention of any Danger, or any Loss or Inconvenience to the Mills, Works, or Property belonging to them by reason of the Works undertaken by the United Boards having been commenced but not completed; and all the Costs, Charges, and Expenses which may be incurred by the Millowners in executing any such Works as aforesaid, or in relation thereto, shall be repaid on Demand to the Millowners by the United Boards, or in default of Repayment may be recovered against the United Boards in any Court of competent Jurisdiction; and in case the Millowners shall enter and take possession of the said Reservoir and Works, and complete the same as aforesaid, then the Flow of Water into and out of the said Reservoir shall be determined and from Time to Time altered at a Meeting of the Millowners to be held as next herein-after provided; but nothing herein contained shall be deemed to vest in the said Millowners any Right of Property in the said Reservoir or Works.

Meetings of Millowners may be held.

LXII. For the Purpose of regulating the joint Proceedings of the several Owners, Lessees, and Occupiers of Mills and other Works on the said River *Dun*, below the said Compensating Reservoir, and who are in this Act called the Millowners, it shall be lawful for any Three of such Millowners (not being joint Owners, Lessees, or Occupiers of the same Mill or other Work, and not being Members of any one of the United Boards, to convene a Meeting of all the said Millowners, including the Engineer for the Time being of the River *Dun* Navigation, to be held at some convenient Place in the Town of *Sheffield*, by Notice specifying the Object of such Meeting, and inserted in some Two Newspapers published or circulating in *Sheffield* Seven Days at least prior to the Day appointed for the holding of such Meeting, and all Questions which may be submitted to such Meeting consistently with the Notice convening the same shall be decided by a Majority of the Votes of the Persons present thereat, according to the Scale and Manner of voting herein-after provided for, and shall be binding on all the Millowners, whether present at or absent from such Meeting.

Chairman to be appointed.

Quorum.

LXIII. The Persons present and entitled to vote at such Meetings shall elect a Chairman before the Commencement of their Proceedings, and in case of an Equality of Votes such Chairman shall be entitled to a Casting Vote; and any Three Persons entitled to a Vote at any such Meeting shall be sufficient to form a Quorum, and the said Meeting may adjourn from Time to Time as they may see fit.

LXIV. Minutes

Minutes of Proceedings to be kept.

LXIV. Minutes of the Proceedings and Resolutions in every such Meeting shall be entered in a Book to be kept for the Purpose, and signed by the Chairman of every such Meeting.

Scale of voting.

LXV. At every such Meeting to be held as aforesaid the Millowners who shall be present at such Meeting shall be entitled to vote in manner following; that is to say, if the Owner and Occupier of any Mill or Work shall both attend such Meeting, then the Occupier alone shall be entitled to vote; if the Occupier of any such Mill or Work be absent, and the Lessee present, such Lessee alone shall be entitled to vote; and if both Lessee and Occupier of any such Mill or Work be absent, and the Owner thereof present, then such Owner shall be entitled to vote; and the Engineer for the Time being of the River *Dun* Navigation shall have the same Number of Votes as the highest rated Millowner on the River *Dun*.

In case of joint Owners, &c. at Meeting, how to vote.

LXVI. In case of joint Owners, Lessees, and Occupiers of any Mill or Work, only One of such joint Owners, Lessees, and Occupiers shall be entitled to vote in respect of such Mill or Work, and if such joint Owners, Lessees, or Occupiers who may be entitled to vote at such Meeting cannot agree amongst themselves as to the Vote to be given thereat such Vote shall not be received; each Person entitled to vote at such Meeting shall have One Vote in respect of each and every entire Sum of Ten Pounds of the rateable Value of the Water Power appropriated to every Mill or Water Wheel appearing in the general Assessment to the Poor Rate for the Parish, Township, or Place in which such Mill or Water Wheel shall be situate, and whethe the same Mill or Water Wheel be occupied or not, in respect of which he shall be entitled to attend and vote at such Meeting.

Appointment by Millowners of Deputies.

LXVII. Any of the said Millowners (whether Owner, Lessee, or Occupier) or the said Engineer may attend any such Meeting as aforesaid by Deputy; but the Appointment of every such Deputy shall be made by Writing under the Hand of the Party or Parties making such Appointment, and such Writing shall be deposited with the Clerk or Secretary for the Time being appointed by the said Millowners (should there be such Clerk or Secretary), and it shall not be necessary to make a fresh Appointment of Deputy for each Meeting.

Power for Millowners to appoint an Engineer, Clerk, and Officers.

LXVIII. The Millowners shall have Power at any Meeting to be convened for the Purpose to appoint and from Time to Time to remove, as they may think fit, a Civil Engineer to act in their Behalf in fulfilling or giving effect to the Provisions of this Act, and also a Clerk or Secretary, or to nominate One of their Number to act as such Clerk or Secretary, and to confide to him the Custody of the Books relating to their

their Proceedings, and the Execution of any Resolutions which may be come to at any such Meetings, and to appoint and from Time to Time to remove, as they may see fit, some Person to have the Charge and Control of the said Gauges or Weirs, Valves, and Pipes to be constructed as aforesaid; and also, if they think fit, to appoint some proper Person or Persons to ascertain from Time to Time the State and Condition of the said proposed Compensating Reservoir, and of the said Gauges and Weirs, Valves, and Pipes to be made as aforesaid, and the Quantity of Water in the said Reservoir or passing over the said Gauges or Weirs respectively, and to make such Rules for regulating their Proceedings and the Duties of their Officers and Servants as they may deem expedient; and all Expenses attending the Proceedings of the said Millowners, and the Remuneration of any Officers or Servants to be appointed by them, which are not paid by the United Boards, shall be borne by the Occupiers for the Time being of the Mills who may be entitled to attend at such Meetings, rateably in the Proportions which the Number of Votes in respect of the Water Power appropriated to the Mills or Works occupied by them respectively shall bear to the total Expense to be provided for.

Signature to Notices, &c.

LXIX. All Notices to be served by the Millowners shall be sufficient if signed by their Clerk or Secretary for the Time being by Order of any Meeting of the Millowners, and all Proceedings at Law or otherwise may be instituted and all Appointments may be made, on behalf of the whole of such Millowners, in the Name of any Three of them, provided such Proceedings or such Appointments shall have been duly authorized at some Meeting of the Millowners held in accordance with the Provisions of this Act; and all Notices to be served upon the Millowners in fulfilment of any of the Provisions of this Act shall be sufficien tif left at the Residence of their Clerk or Secretary for the Time being, or, if they shall have no Clerk or Secretary, upon any Three of the Millowners at their respective Residences.

Saving Rights of Millowners.

LXX. Save as by this Act specifically provided, nothing herein contained shall be held to take away, diminish, prejudice, or affect the Property, Rights, Powers, or Privileges of any of the Owners, Lessees, or Occupiers of Mills on the said River *Dun*, but all such Rights, Powers, and Privileges shall and may continue to be held and exercised by them respectively, in the same Manner as they could or might have been if this Act had not been passed.

United Boards to make good all Damage to be done by Reserviors bursting, &c.

LXXI. The United Boards shall, and they are hereby required, from Time to Time and at all Times for ever hereafter to pay and make good to the Owners, Lessees, and Occupiers of all Mills, Manufactories, Buildings, Lands, and Grounds, and to every Person whomsoever, all Loss, Costs, Charges, Sum and Sums of Money, Damages,

and

and Expenses whatsoever, and for all Injury of what Nature or Kind soever, as well immediate as consequential, which such Owners, Lessees, 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 the Reservoirs, Embankments, Watercourses, or other Works of the United Boards.

For Protection of the Navigation of the River Dun.

LXXII. And whereas the Navigation of the River *Dun* greatly depends for its Supply of Water upon the said River *Dun* and other Streams, which will be interfered with by the said Works: Be it enacted, That the *South Yorkshire* Railway and River *Dun* Company, or their Engineer, may at all Times hereafter inspect the said Works, to ascertain that the Provisions in this Act contained for the Supply of Water to the said River *Dun* are duly carried into effect, and for that Purpose to enter upon any Lands and Buildings, and to take Measurements and Observations, and also to inspect the Books or Registers of the United Boards relating to the Supply of Water; and in case at any Time hereafter it shall happen that the said Provisions so last referred to shall not be duly observed and carried into effect, it shall be lawful for any Justice of the Peace, upon Application of the said *South Yorkshire* Railway and River *Dun* Company, or their Engineer, to make Orders from Time to Time for the Remedy thereof, and in case the United Boards shall not obey such Order the United Boards shall forfeit for every Day during which such Disobedience shall continue the Sum of Twenty Pounds, to be recovered by the *South Yorkshire* Railway and River *Dun* Company as liquidated Damages: Provided also, that nothing in this Act contained shall extend or be deemed or construed to extend to take away, prejudice, or alter any of the Rights, Privileges, Powers, and Authorities vested in, belonging to, or exercised by the *South Yorkshire* Railway and River *Dun* Company.

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

LXXIII. And in order to provide against Accidents to Life or Property by the bursting of any Reservoir authorized to be made or maintained under the Provisions of this Act, be it enacted, That whenever any Person interested complains to Two Justices that any such Reservoir is in a dangerous State, the Justices shall forthwith make Inquiries into the Truth of the Complaint: Provided always, that any Two Justices on their own View, and without Complaint by any Person, may proceed under this Act as if a Complaint were so made to them.

Order of Justices for immediate Repair.

LXXIV. If on any such Inquiry the Justices be satisfied that the Complaint is well founded, and that any Reservoir as aforesaid is in a dangerous State, and that the Danger is so imminent as not to admit of Delay in removing the Cause of Complaint, they may, if they think fit, order such Persons as they think fit to enter on the Property of the United Boards held under this Act, and to do all such Works and Things

Things as the Justices think requisite and proper for removing the Cause of Complaint.

Order of Justices after Summons on United Boards to repair Reservoir.

LXXV. If on such Inquiry the Justices be satisfied that there is due Cause for Inquiry, but are not satisfied that the Reservoir complained of is in such imminently dangerous Condition, so as not to admit of Delay in removing the Cause of Complaint, they shall issue their Summons to the United Boards to answer the Complaint; and upon hearing the Parties, or upon Default of Appearance of the United Boards, then in their Absence the Justices shall, by Order in Writing under their Hands, order the United Boards, within such Period as the Justices think reasonable and specify in the Order, to do such Works and Things as they think requisite and proper for removing the Cause of Complaint.

Order of Justices on Failure of United Boards to obey Order.

LXXVI. If in any such Case the United Boards do not, within such Period as the Justices specify in that Behalf in the Order, do the Works and Things thereby ordered for removing the Cause of Complaint, the Justices who made the Order, or any other Two Justices, on being satisfied as to such Failure by the United Boards, may, if they think fit, order such Persons as such Justices think fit to enter on the Property of the United Boards held under this Act, and to do all such Works and Things specified in the Order, and not done by the United Boards, and all such other Works and Things, if any, as the Justices think requisite and proper for removing the Cause of Complaint.

Form of Order.

LXXVII. Any such Order of Justices may be in the Form or to the Effect following:

'To the Local Boards of Health of the Districts of Dewsbury, 'Batley, and Heckmondwike.

(*Or A.B.* of, *&c.*)

'WE, the undersigned, Two of Her Majesty's Justices of the Peace 'acting for the West Riding of the County of York, do hereby 'order and direct you (and such Person or Persons as you may re- 'quire to aid and assist you therein) forthwith to do all such Works 'and Things as are requisite to repair and make good [*here specify 'the Reservoir to be repaired and made good*], (and you shall do as 'little Injury as possible to the Property of the said Board,) and 'in acting in obedience to the Premises this shall be your sufficient 'Warrant.

'Given under our Hands, this Day of , in the 'Year of our Lord One thousand eight hundred and .'

Persons acting under Order of Justices not

LXXVIII. Any Person acting under and in pursuance of any such Order shall not be deemed a Trespasser, and if any Person wilfully prevent or hinder any Person lawfully acting in obedience to the

the Order, or wilfully do, or instigate, or suffer to be done anything in contravention of the Order, every Person so offending shall for every such Offence be liable to a Penalty not exceeding Fifty Pounds. to be deemed Trespassers, &c.

LXXIX. If the Justices so think fit they may, by any such Order under this Act, impose on the United Boards, for not carrying the Order into effect, any Penalty not exceeding Ten Pounds for every Day's Default, which the Justices think fit, but such Penalty shall not be incurred during any Period in which the Justices have ordered any other Persons to remove the Cause of Complaint. Justices may impose Penalty on United Boards for disobeying Order.

LXXX. The Justices may order all or such Part as they think fit of the Costs of and incident to the applying for and obtaining of any such Order on the United Boards, and also all and such Part as the Justices think fit of the Expenses of the Works and Things done in pursuance of any such Order by any Person other than the United Boards, to be paid by the United Boards, and every Amount so to be paid shall be paid by the United Boards to such Person as the Justices appoint, and may be recovered accordingly in any Court of competent Jurisdiction. Order of Justices on United Boards for Payment of Costs.

LXXXI. Provided always, That if the United Boards feel aggrieved by any Order of Justices under the Act, or any Determination by the Justices, or any such Complaint, the United Boards shall have like Power of Appeal as by "The Railways Clauses Consolidation Act, 1845," is given to Parties aggrieved by the Determination of Justices with respect to the Repair of Roads: Provided also, that pending any such Appeal, and except only so far, if at all, as on the Appeal it be quashed or altered, the Order appealed against shall be in force. Appeal by United Boards.

LXXXII. Provided always, That the United Boards shall not be liable to pay any Persons (other than and except the Millowners) any Damages, Penalties, Costs, Charges, or Expenses for or in respect of, or be answerable or accountable to any Persons (other than and except the Millowners) for any Diminution or Cessation of the Supply of Water, or any other Breach or Nonperformance of their or any of their Duties, Liabilities, or Obligations under this Act or the Acts incorporated herewith, or any of those Acts, which may be occasioned in or by or result from the Execution of any such Order as aforesaid; anything in this Act or the said incorporated Acts, or either of them, to the contrary notwithstanding. United Boards not to be responsible for Consequences of such Order.

LXXXIII. Inasmuch as *John Spencer Stanhope*, of *Cannon Hall* in the County of *York*, Esq., is or claims to be the Owner of Land on which the Compensating Reservoir is to be constructed: Therefore the sole Reservation of certain Rights of fishing.

sole and exclusive Right of fishing in the Compensating Reservoir at all reasonable Times, and of keeping Boats thereon for that Purpose, is hereby saved and reserved to the said *John Spencer Stanhope*, his Heirs and Assigns, or other the Owner for the Time being of the *Cannon Hall* Estate, he and they doing no Damage to the said Reservoir, or the Embankments thereof, or the Works and Property of the United Boards: Provided always, that it shall not be lawful for the said *John Spencer Stanhope*, his Heirs or Assigns, to fish with Nets in the Compensating Reservoir.

Waters of Broadstone Stream not to be taken.

LXXXIV. And whereas certain Mills known as *Ingbirchworth Mills* in the Township of *Ingbirchworth* are partly supplied with Water from a certain Brook or Stream called *Broadstone Stream*, which flows through the Site of the intended Reservoir in the Township of *Foolstone* in the Parish of *Kirkburton*: Therefore it shall not be lawful for the United Boards to take, use, or impound any of the Water flowing down the said Stream, but the United Boards are hereby required, before constructing the said Reservoir, to divert the Course or Channel of the said Stream, so that the whole of the Waters thereof may flow past and not into the said Reservoir, and so that the whole of the Waters thereof, after flowing past the said Reservoir, may be returned into and flow down their present Course or Channel to the said Mills called *Ingbirchworth Mills*.

Directing Works to be made for diverting Stream.

LXXXV. The Diversion herein-before directed to be made in the Course of the said Stream called *Broadstone Stream* shall be made by means of an open Conduit of sufficient Area to admit of the Flow of the whole of the Waters of the said Stream through the same, which Conduit shall be constructed in a substantial and workmanlike Manner, and perfectly water-tight, and shall be so constructed as that no Part thereof shall be nearer to the said intended Reservoir or the Top-water Level thereof than Twenty Feet.

Penalty for not making Conduit, &c.

LXXXVI. If the United Boards shall fail to construct the said Conduit in the Manner herein-before directed, before they shall have constructed the said intended Reservoir, they shall forfeit and pay to the Occupier for the Time being of the said Mills called *Ingbirchworth Mills* the Sum of Fifty Pounds, and a further Sum of Twenty Pounds for every Day during which (after the Opening of the said Reservoir) they shall fail to construct the said Conduit; and the United Boards are hereby required, at all Times after the Construction of the said Conduit, to keep the said Conduit in good and substantial Repair, so as effectually to cause the whole of the Waters of the said Stream, after passing the said intended Reservoir, to flow into and down the present Course or Channel of the said Stream to the said Mills called *Ingbirchworth Mills*; and if the United Boards shall at any

any Time neglect to keep the said Conduit in good and substantial Repair as aforesaid, they shall forfeit and pay to the Occupier for the Time being of the said Mills the Sum of Fifty Pounds, and a further Sum of Twenty Pounds for every Day during which they shall fail, after Notice in Writing from the Occupier of the said Mills requiring them so to do, to put the same into good and substantial Repair: Provided always, that in case the said Conduit shall become out of Repair from any inevitable Accident, then the last-mentioned Penalties shall not become due from the United Boards until a reasonable Time for putting the said Conduit into good Repair has elapsed after the giving of such Notice in Writing aforesaid.

Providing that Water shall not be intercepted or collected on the Estates of John Chapman, Esq.

LXXXVII. Notwithstanding anything in this Act contained, it shall not be lawful for the United Boards to intercept or collect in or by means of their Conduit or Line of Pipes, authorized by this Act to commence at or near *Dunford Bridge*, and to terminate in the Township of *Foolstone* aforesaid, the Water of the *Soffley* or *Saughley Brook*, or of the *Crow Edge Brook*, or of any other Brook, Spring, Rivulet, Stream, or Drain arising or flowing upon or to or by the Side of any Lands of *John Chapman*, Esq., situate in the Township of *Thurlstone* in the Parish of *Penistone*, or in the Township of *Hepworth* in the Parish of *Kirkburton*, (whether vested in him at the Time of the passing of the recited Act or subsequently purchased of *John Greaves*, Esq.) nor to take or store up any such Water (the Water flowing in the *Windleden Clough* and *Dearden Clough* Streams and the River *Dun* only excepted), without the Consent in Writing of the said *John Chapman*, his Heirs or Assigns, first had and obtained.

Providing for the Mode of making the Conduit through the Estate of John Chapman, Esq.

LXXXVIII. Notwithstanding anything in this Act contained, it shall not be lawful for the United Boards (except with the Consent in Writing of the said *John Chapman*, his Heirs or Assigns,) to take by way of Purchase, for the Purpose of the said Conduit or Line of Pipes authorized by this Act to commence at or near *Dunford Bridge* and to terminate in the Township of *Foolstone* aforesaid, any of the Lands of the said *John Chapman*, except such Land of the said *John Chapman* as may be required for the Manholes herein-after mentioned; nevertheless it shall be lawful for the United Boards, by way of Easement, and subject to the Terms and Provisions in this Act contained, to lay the said Conduit or Line of Pipes in and through the said Lands of the said *John Chapman*, in the Line agreed upon between the said *John Chapman* and the *Dewsbury* Board; and also to construct and maintain, on the Lands of the said *John Chapman*, the Manhole described on the Plan and Section deposited as herein-before mentioned in the Year One thousand eight hundred and fifty-five, and to enter upon, take, and use such of the said Lands as shall be necessary for that Purpose, and from Time to Time to enter upon and use any of such Lands, or any other Lands

Power to make Manhole described on deposited Plan.

of the said *John Chapman* adjoining such Conduit or Line of Pipe, and as well during the Time and for the Purpose of constructing such Conduit or Line of Pipes and Manhole as afterwards, and for the Purpose of examining and maintaining the same from Time to Time in repair, in consideration of and subject to the Payment of such Compensation for such Easement, Rights, and Privileges as aforesaid, and of such additional Compensation from Time to Time for Damages to be occasioned by reason of the Exercise or Enjoyment or repeated Exercise or Enjoyment thereof, as may be agreed upon between the United Boards and the said *John Chapman*, his Heirs or Assigns, or (failing such Agreement) as may be determined by Arbitration, under and in accordance with the Provisions of "The Lands Clauses Consolidation Act, 1845;" and such Conduit or Line of Pipes shall, by and at the Expense of the United Boards, be so constructed and finished that the same shall, for the whole Length of its Course through the said Lands of the said *John Chapman* (except where the said Manhole is constructed), be covered over with Earth to the Depth of Thirty Inches at the least below the present Surface of the Ground wherein the same shall be laid, except where otherwise agreed upon between the said *John Chapman* and the *Dewsbury* Board, and in such Manner that the said Ground (except as aforesaid) shall be capable of being used and enjoyed (and the same is hereby authorized to be so used and enjoyed), by the said *John Chapman*, his Heirs and Assigns, and Tenants, for agricultural and other Purposes, along and in connexion with his other Lands adjoining thereto, and in such Manner that no Leakage from such Conduit or Line of Pipes shall take place upon such adjoining Lands; and all Roads, Springs, Brooks, Rivulets, Streams, Drains, and Fences, intersected or otherwise interfered with by the laying of the said Conduit or Line of Pipes in its Course in or through the said Lands of the said *John Chapman*, shall, by and at the Expense of the United Boards, and by proper Ways and Means, and in a proper and workmanlike Manner, be restored, and carried over or under the said Conduit or Line of Pipes, and made complete and (except as aforesaid) continuous in all respects, to the reasonable Satisfaction of the said *John Chapman*, his Heirs and Assigns, or otherwise, to the like Satisfaction, such other good and sufficient Drains and Watercourses shall be substituted and provided in lieu thereof as shall secure the efficient Drainage of the said Lands.

Protecting Water Supply of Birdsedge Mills and Estate.

LXXXIX. And whereas certain Mills known as *Birdsedge Mills*, and a certain Estate known as *Birdsedge* Estate, in the Township of *Denby*, are supplied with Water from certain Brooks, Streams, or Springs of Water arising in or flowing across or out of or near to the proposed Line of Conduit running from the intended Reservoir at *Broadstone Dyke* to the intended Reservoir at *Dewsbury Moor*, between the Top of *Birdsedge Hill* and its Entrance into the Township of

of *Cumberworth*, but more particularly from certain Brooks or Streams or Springs known as *Dearn Dyke*, *Rusby's Dyke*, and *Birdsedge Spring:* Be it enacted, That it shall not be lawful for the United Boards to take, use, or impound any of the Water flowing down the said several Brooks or Streams, or any of them; and the United Boards are hereby required to construct and fix the said Conduit in such Manner as not to prevent the whole of the Water in the said Brooks or Streams and Springs from continuing to run and flow to the said Mill and Estate in the same Manner as the same hath been accustomed to run and flow before the passing of this Act.

Provision for Protection of Property of William Bayley, Esq.

XC. If the Water delivered out of the Compensating Reservoir for the Use of the Millowners shall be less fit in point of Quality for the Purposes of the Mills and other Works (if any) which may hereafter be erected on the Estates of *William Bayley* Esquire than the Waters of the River *Dun*, as such Waters have heretofore flowed to the said Estates, the United Boards shall construct and for ever thereafter maintain in proper Order and Condition, at such Place as may be agreed upon, proper and sufficient Filter Beds or other Apparatus for the Purpose of filtering the Water delivered under this Act for the Use of the last-mentioned Mills and other Works, and any Questions which may from Time to Time arise between the said *William Bayley*, or the Owner for the Time being of the Estates in the Township of *Thurlstone* and County of *York* called the *Soffley Farm*, the *Saville House* Estate, and the *Hazlehead* Estate, and the Owners or Occupiers of Works then erected on those Estates, or any of them, on the one Part, and the United Boards on the other Part, with reference to the Quality of the Water supplied out of the Compensating Reservoir, or its Fitness for the Purposes of the said Mills and other Works, or the Position, Number, Construction, or Size of the Filter Beds and other Apparatus required, or with reference to any other Matter connected therewith, shall be determined by the President for the Time being of the Institution of Civil Engineers, or by some competent Person appointed in Writing by him, whose Decision on the Matters submitted to him shall be binding and conclusive as against the United Boards, and also as against the Owner for the Time being of the said Estates and the Owners or Occupiers of Works erected on the said Estates.

Penalty for Nonperformance of Works required.

XCI. Provided always, That if the United Boards shall not, within One Month after being required by the said *William Bayley* or other the Owner or Occupier of the said Works, or any of them, for the Time being, commence and proceed to construct such Filter Beds or other Apparatus as aforesaid, it shall be lawful for such Owner or Occupier to require the said President of the Institution of Civil Engineers to examine into the State of the Waters flowing out of the

the aforesaid Compensating Reservoir; and the said President shall thereupon, by himself or by some competent Person to be appointed in Writing by him, proceed to examine into the Necessity as aforesaid of such Filter or other Apparatus; and the said President or Person appointed by him shall fix and determine the Nature, Form, and Extent of the Filter or other Apparatus (if any) which in his Judgment shall be required for the Purpose aforesaid, and also the Time within which the United Boards shall construct and complete the same; and the said President or Person so appointed by him shall cause to be delivered to the United Boards a Statement in Writing, setting forth the Particulars of the Filter or other Apparatus (if any) which in his Judgment ought to be constructed, the Situation in which the same ought to be placed, and the Time within which the same shall be completed, and shall cause a duplicate Copy thereof, signed by him, to be delivered to the said Owner or Occupier; and the said Owner or Occupier shall cause the said Duplicate to be deposited in the Office of the Clerk of the Peace for the West Riding of the County of *York*, who is hereby required to file the same in the Records of the said Office; and in case the United Boards do not within One Month from the Day on which the said Duplicate shall have been filed as aforesaid, proceed to execute and complete the Filter or other Apparatus in the Manner, within the Time, and of the Description and Dimensions, and in the Situation set forth in such Statement, then it shall be lawful for the said Owner or Occupier to proceed to execute the same; and if the said President of the Institution of Civil Engineers shall require such Filter or other Apparatus to be erected, then all the Costs, Charges, and Expenses of making and completing the said Filter and other Apparatus, and the Costs and Charges of the said President of the Institution of Civil Engineers for making such Examination and Statement or Award, or incident thereto, shall be paid by the United Boards; but if the said President shall not require such Filter or other Apparatus to be erected, the said Costs and Charges shall be defrayed by the said *William Bayley*, or other the Owner or Occupier of the said Works, or any of them, who may have made the Requirement aforesaid.

For Protection of Property of Zipporah Wood, and Power to holes in her Land.

XCII. It shall be lawful for the United Boards to construct on Land the Property of *Zipporah Wood*, and situate in the Township of *Thurlstone*, the Manholes described on the Plan and Section deposited as herein-before mentioned in the Year One thousand eight hundred and fifty-five, and to enter upon, purchase, and take the Land required for such Purpose; and every Conduit Pipe or other Work, to be constructed under the Provisions of this Act through any Land the Property of the said *Zipporah Wood*, shall be placed in every Part thereof (except where the said Manholes occur) at a Distance of at least Three Feet below the Surface of the Ground;

Ground; and there shall not be any open Cutting upon such Land, or any other Obstruction (except the said Manholes) to the free Passage over and along the same, or to the Use thereof for all agricultural Purposes, except during and for the Construction of the Waterworks, and during and for the Time occupied in repairing the same.

For the Protection of the Rights of Luke Thos. Crossley.

XCIII. And whereas *Luke Thomas Crossley*, of *Hankelow Hall* in the County of *Chester*, Esquire, claims to be the Owner of the first Mills on the said River *Dun*, and now used as Fulling and Corn Mills, and of certain Dams, Reservoirs, Goits, Weirs, Lands, and Hereditaments in or near the said Township of *Thurlstone*, and known as the *Bull House* Estate, adjoining upon and extending upwards of a Mile along the Banks of the said River: Be it enacted, That nothing herein contained shall exempt the United Boards from Liability to compensate the said *Luke Thomas Crossley*, his Heirs, Lessees, Tenants, and Assigns, and the Owner, Lessee, and Occupier for the Time being of the said Mills, Dams, Goits, Weirs, Lands, and Hereditaments, or any of them, for any Loss, Damage, or Injury which he, they, or any of them shall or may from Time to Time sustain by reason of any Rights which he, they, or any of them may now possess of storing up and using the Water of the said River *Dun*, being prejudiced or interfered with under or in pursuance of the Provisions of this Act, and also for any Deterioration which in consequence of the Execution of the Powers of this Act may be occasioned in the Quality of the Water flowing down to the said Mills, Dams, Reservoirs, Goits, Weirs, Lands, and Hereditaments.

United Boards may sell surplus Water.

XCIV. It shall be lawful for the United Boards, if they think fit, to supply Water for any Purpose to any Person being the Owner or Occupier of any Land or Tenement, although such Land or Tenement may not be situated within the said Districts, or any of them, for such Remuneration and upon such Terms and Conditions as shall be agreed upon between them and such Person: Provided always, that every Agreement for such Supply shall be contingent upon an ample Supply of Water being furnished to all the Inhabitants of the said Three Districts who may require to be supplied; and if at any Time or Times there shall be a Deficiency of Water to furnish such ample Supply, then and so long as such Deficiency shall last, it shall not be lawful for the United Boards to furnish, by virtue of all or any such Agreements, such a Quantity of Water as would prevent their furnishing such ample Supply as aforesaid to the Inhabitants of the said Three Districts.

Local Boards entitled to Water in certain Propor-

XCV. The said Three Local Boards shall be entitled to all the Water collected or intercepted by the Works of the United Boards, and

tions, and to be supplied.

and which will not be required for any of the Purposes herein-before mentioned, in the Proportions in which they are for the Time being to contribute to the Expenses of the Undertaking, and the United Boards shall furnish such Water accordingly.

Power to alter Proportions by Agreement.

XCVI. Provided always, That in case any of the said Three Local Boards shall require more than their Proportion of such Water, it shall be lawful for them to enter into an Agreement with both or either of the said other Boards for the Purchase by them, upon such Terms and Conditions as shall be agreed upon, of such Proportion of the Water belonging to such other Board or Boards as they may require.

For settling Disputes as to Quantity of Water by Arbitration.

XCVII. If and whenever any Dispute shall arise between any of the said Three Local Boards as to the Quantity of Water supplied to them, the same shall be settled by Arbitration in manner provided by "The Public Health Act, 1848," Sections 123 to 128, both inclusive.

Power for one Local Board to supply Portions of another District by Agreement.

XCVIII. And whereas it may happen that certain Portions of the District of one or other of the said Local Boards could be more conveniently supplied with Water by another of the said Local Boards than by the Local Board of the District in which they are situate: Therefore it shall be lawful for any one or more of the said Local Boards to supply with Water any Portion or Portions of the District of another of the said Local Boards by Agreement with the Local Board of such District, and for such Remuneration and upon such Terms and Conditions as shall be mutually agreed upon between such Local Boards.

Committee to prepare and settle yearly Accounts of United Boards.

XCIX. Sometime in the Month of *April* in every Year the Committee shall cause to be prepared and shall settle and approve the joint Accounts of the United Boards, with regard to the Supply of Water to the said Three Districts, up to the Twenty-fifth Day of *March* preceding, and shall thereupon prepare and settle a Balance Sheet showing how much each of the said Boards is entitled to receive or bound to pay to the other Two Boards respectively, and shall send a Copy of such Balance Sheet to each of the Three Boards, and such Balance Sheet, when so settled by the Committee, shall be binding on each of the Three Boards.

Balance to be paid in Two Months.

C. The Three Boards shall respectively, within Two Months after the Receipt of such Balance Sheet, pay any Monies which may thereby appear to be due from them to either of the other Boards to the Board entitled to receive the same, and if they shall neglect to do so such last-mentioned Board may recover the same from the Board so neglecting or refusing by Action of Debt.

CI. The

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

CI. The *Dewsbury* Board, the *Batley* Board, and the *Heckmondwike* Board shall, within their respective Districts, at the Request of the Owner or Occupier of any House or Part of a House in any Street or Place in such District in which any of their Pipes shall be laid, or at the Request of any Person who, under the Provisions of this Act or any Act incorporated herewith, shall be entitled to demand from them a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for his domestic Use for the annual Rents herein-after specified; (that is to say,)

Where the annual Value of such House shall not exceed Five Pounds Ten Shillings, for an annual Rent not exceeding Eight Shillings and Eightpence:

Where the annual Value of such House shall exceed Five Pounds Ten Shillings, but shall not exceed Eight Pounds Ten Shillings, for an annual Rent not exceeding Ten Shillings:

Where the annual Value of such House shall exceed Eight Pounds Ten Shillings, but shall not exceed Ten Pounds, for an annual Rent not exceeding Twelve Shillings:

Where the annual Value of such House shall exceed Ten Pounds, but shall not exceed Twelve Pounds, for an annual Rent not exceeding Fourteen Shillings:

Where the annual Value of such House shall exceed Twelve Pounds, but shall not exceed Fifteen Pounds, for an annual Rent not exceeding Sixteen Shillings:

Where the annual Value of such House shall exceed Fifteen Pounds, but shall not exceed Twenty Pounds, for an annual Rent not exceeding Eighteen Shillings:

Where the annual Value of such House shall exceed Twenty Pounds, but shall not exceed Twenty-five Pounds, for an annual Rent not exceeding One Pound:

Where the annual Value of such House shall exceed Twenty-five Pounds, but shall not exceed Thirty Pounds, for an annual Rent not exceeding One Pound and Two Shillings:

Where the annual Value of such House shall exceed Thirty Pounds, but shall not exceed Thirty-five Pounds, for an annual Rent not exceeding One Pound and Four Shillings:

Where the annual Value of such House shall exceed Thirty-five Pounds, but shall not exceed Forty Pounds, for an annual Rent not exceeding One Pound and Six Shillings:

Where the annual Value of such House shall exceed Forty Pounds, and shall not exceed Forty-five Pounds, for an annual Rent not exceeding One Pound and Eight Shillings:

Where the annual Value of such House shall exceed Forty-five Pounds, but shall not exceed Fifty Pounds, for an annual Rent not exceeding One Pound and Ten Shillings:

Where the annual Value of such House shall exceed Fifty Pounds, but shall not exceed Fifty-five Pounds, for an annual Rent not exceeding One Pound and Twelve Shillings:

Where the annual Value of such House shall exceed Fifty-five Pounds, but shall not exceed Sixty Pounds, for an annual Rent not exceeding One Pound and Fourteen Shillings:

Where the annual Value of such House shall exceed Sixty Pounds, but shall not exceed Seventy Pounds, for an annual Rent not exceeding Two Pounds and Two Shillings:

Where the annual Value of such House shall exceed Seventy Pounds, but shall not exceed Eighty Pounds, for an annual Rent not exceeding Two Pounds and Six Shillings:

Where the annual Value of such House shall exceed Eighty Pounds, for an annual Rent not exceeding the Rate of Three Pounds *per Centum* on such annual Value.

United Boards not to be bound to supply Water unless Apparatus approved by them.

CII. The said Three Local Boards shall not be bound to supply any Watercloset, or the Apparatus, Cisterns, or Pipes connected therewith, or any Water for domestic Purposes, unless the Cisterns, Pipes, and Cocks necessary for such Supply shall be constructed in manner approved by the Local Board required to furnish the Supply.

Domestic Supply not to include Horses, &c.

CIII. A Supply of Water for domestic Purposes shall include a Supply of Water for Waterclosets, but shall not include a Supply of Water for Cattle, or for Horses or washing Carriages where such Horses or Carriages are kept for Hire or by Common Carriers, nor for any Trade, Manufacture, or Business, or for watering Gardens, or for Fountains, or for any ornamental Purpose whatsoever.

Supply for trading and manufacturing Purposes by Agreement.

CIV. Whenever the Supply of Water is fully adequate to the constant Supply of Water for domestic Purposes as in this Act provided within any of the said Districts, it shall be lawful for the Local Board of such District to supply any Person with Water for trading or manufacturing Purposes or for any Purposes other than domestic Purposes at such Rate or Price and upon such Terms and Conditions as shall be agreed upon between such Local Board and the Persons desirous of having such Supply of Water.

Power to make a Public Water Rate on Owners of all Houses within the District.

CV. Each of the said Three Local Boards shall be empowered to cause a Rate not exceeding Four Shillings in the Pound, to be called "the Public Water Rate," to be made and levied within their District once in every Year, upon the same Persons, in respect of the same Property, and in the same Manner as the General District Rates are by the "Public Health Act, 1848," authorized to be made and levied, and such Public Water Rates shall from Time to Time be collected and paid in advance, by yearly, half-yearly, or quarterly Payments,

as

as the Board levying the same shall think proper, and every such Rate may be made and levied, either prospectively in order to raise Money for the Payment of future Expenses, or retrospectively in order to raise Money for the Payment of Expenses already incurred, or such Rates may, at the Option of the Board levying the same, be partly prospective and partly retrospective.

Churches, Chapels, Schools, &c. not liable to be rated.

CVI. Provided always, That no Person shall be rated to the said Public Water Rate in respect of any Church, Chapel, or other Building exclusively used for Public Worship, or in respect of any Building exclusively used for the gratuitous Education of the Poor, or in respect of any Land, Building, or other Property belonging to the Local Board.

Proviso as to Assessment of Arable Land, &c.

CVII. Provided also, That the Occupier of any Land used as Arable, Meadow, or Pasture Ground only, or as Woodlands, Market Gardens, or Nursery Grounds, and the Occupier of any Land covered with Water, or used only as a Canal or Towing-path for the same, or as a Railway constructed under the Powers of any Act of Parliament for public Conveyance, shall be assessed in respect of the same in the Proportion of One Fourth Part only of such net annual Value thereof, and that Tithes, Tithe Rentcharges, Moduses, Compositions Real, and other Payments in lieu of Tithe, shall be assessed in the Proportion of One Fourth Part only of their net annual Value.

Regulating Public Water Rate when Debts paid off.

CVIII. Provided always, That when any of the said Three Local Boards shall have wholly paid off and discharged the Amount which such Board is by this Act authorized to borrow, such Board shall not thereafter levy any higher Public Water Rate than may be required to discharge so much of the Expenses of maintaining, repairing, restoring, and extending the Waterworks, and of carrying this Act into execution with reference thereto, and of any Damages, Penalties, or other Payments which such Board may, under the Provisions of this Act, be liable to pay or contribute towards as the Amount of Water Rents and other Payments for a Supply of Water which such Board may, under the Provisions of this Act, be entitled to shall not be sufficient to discharge.

Mode of ascertaining annual Value.

CIX. The annual Value of all Houses and Property upon which the Rates and Rents by this Act authorized to be made or taken shall be assessed, shall be ascertained in the same Manner as the annual Value of all Property assessable to the Special and General District Rates under "The Public Health Act, 1848," is by that Act authorized to be ascertained.

Power to levy Rates in respect of

CX. If any House, Building, or Lands rateable under this Act shall have been omitted from the Poor Rate, it shall be lawful for the Board

Property not included in the Poor Rates.

Board in whose District the same shall be to cause a Valuation to be made of the annual Rent or Value of such House, Building, or Lands respectively, and to cause the same Rates or Assessments to be made upon the Owner thereof as they could have done if such Land, House, and Building had been rated or assessed to the Rate for the Relief of the Poor.

If Poor Rate an unfair Criterion, a Valuation to be made.

CXI. If at any Time the Rate for the Relief of the Poor within the District of any of the Three Local Boards shall, in the Judgment of such Local Board, be an unfair Criterion by which the Rents and Rates under this Act should be made, it shall be lawful for such Local Board to cause a Valuation to be made of the rateable Property within their District by some competent Person to be appointed by them for that Purpose, and the Rents, Rates, or Assessments to be made upon any Property, as valued for the Purposes of this Act, shall be made upon such Valuation.

Provisions of 11 & 12 Vict. c. 63., as to the Recovery of Rates, extended to this Act.

CXII. All the Provisions of "The Public Health Act, 1848," for the Recovery of Rates thereby authorized to be levied, and all the Provisions of the same Act relating to Appeals against Rates, and contained in the Sections 135, 136, and 137, shall extend and apply to and may be enforced with regard to all Public Water Rates made under the Powers of this Act, and in construing such Provisions and Sections for the Purposes of this Act the Expression the Local Board of Health or other analogous Expression shall mean the *Dewsbury* Board, the *Batley* Board, or the *Heckmondwicke* Board, as the Case may require.

Separate Accounts to be kept.

CXIII. The United Boards and each of the Three Local Boards shall cause a separate and distinct Account to be kept, to be called "the Water Account," of all Monies received and expended by them respectively under the Powers and Provisions of this Act, and such Accounts shall be open to the Inspection of all Persons interested, and shall be audited in such and the like Manner as the Accounts kept under the Provisions of "The Public Health Act, 1848."

Power to borrow.

CXIV. It shall be lawful for each of the said Local Boards to borrow for the Purposes of this Act, upon the Security of the Works authorized by this Act, and of the Rents and Rates authorized to be levied and made by them, any Sum or Sums of Money not exceeding as regards the *Dewsbury* Board Seventy thousand Pounds, and as regards the *Batley* Board Forty-six thousand six hundred and sixty-six Pounds Thirteen Shillings and Fourpence, and as regards the *Heckmondwike* Board Twenty-three thousand three hundred and thirty-three Pounds Six Shillings and Eightpence, and all the Sections of "The Commissioners Clauses Consolidation Act, 1847," with

with respect to the Mortgages to be executed by the Commissioners, shall be applicable to the borrowing of such Sum or Sums of Money by each of the said Boards, and shall be read and construed as if the Names or Descriptions of each of the said Local Boards (either conjointly or separately, as the Context may require) had been inserted therein instead of the Word "Commissioners" whenever that Word occurs.

Reborrowing.

CXV. If after having borrowed the whole or any Part of the Monies which they are by this Act authorized to borrow any of the said Local Boards shall pay off the same, or any Part thereof, by any Means except by the Application of the Sinking and Depreciation Fund herein-after mentioned, it shall be lawful for them again to borrow, in the Manner aforesaid, the said Sum or the Part thereof so paid off, and so from Time to Time.

Sinking and Depreciation Fund.

CXVI. It shall be lawful for each of the said Local Boards and they are hereby required annually to set apart, from and out of the Monies carried to the Credit of the Water Account by this Act required to be kept by them, a Sum not less than Two Pounds Five Shillings *per Centum per Annum* upon the Amount borrowed by them for the Purposes of this Act; and the Sum or Sums so set apart shall be carried to an Account to be called "the Sinking and Depreciation Fund," and such Sinking and Depreciation Fund shall be from Time to Time applicable to the Redemption of Mortgages, and after all the Mortgages to the Discharge of which it shall be applicable shall have been paid off, to the Restoration and Improvement of the Works by this Act authorized, and to no other Purpose whatsoever.

Application of Receipts of Dewsbury Board.

CXVII. All Monies which shall be received by the *Dewsbury* Board under the Powers of this Act shall be applicable as follows; (that is to say,)

Firstly, In paying their Proportion of the Costs, Charges, and Expenses attending or incident to the obtaining and passing of this Act:

Secondly, In paying the Interest of all Monies borrowed by them under the Powers of this Act, and for the Time being remaining due, but not out of Money raised by Mortgage:

Thirdly, In setting apart and appropriating, but not out of Money raised by Mortgage, the Sinking and Depreciation Fund in this Act mentioned:

Fourthly, In paying their Proportion of the Expenses of constructing and maintaining the Waterworks by this Act authorized, and of the other Expenses of the United Boards:

Fifthly, In constructing, repairing, and extending the Waterworks within their District, and in paying their Proportion of Expenses incurred

incurred by the United Boards in repairing the Waterworks by this Act authorized, and in paying any other Expenses incurred in carrying this Act into execution:

And lastly, In paying off all Principal Monies borrowed by them under the Powers of this Act, and for the Time being remaining due.

Application of Receipts of Batley Board.

CXVIII. All Monies which shall be received by the *Batley* Board under the Powers of this Act shall be applied as follows; (that is to say,)

Firstly, In paying their Proportion of the Costs, Charges, and Expenses attending or incident to the obtaining or passing of this Act:

Secondly, In paying the Interest of all Monies borrowed by them under the Powers of this Act, and for the Time being remaining due, but not out of Money raised by Mortgage:

Thirdly, In setting apart and appropriating, but not out of Money raised by Mortgage, the Sinking and Depreciation Fund in this Act mentioned:

Fourthly, In paying their Proportion of the Expenses of constructing and maintaining the Waterworks by this Act athorized, and of the other Expenses of the United Boards:

Fifthly, In constructing, repairing, and extending the Waterworks within their District, and in paying their Proportion of the Expenses incurred by the United Boards in repairing the Waterworks by this Act authorized, and in paying any other Expenses incurred in carrying this Act into execution:

And lastly, In paying off all Principal Monies borrowed by them under the Powers of this Act, and for the Time being remaining due.

Application of Receipts of Heckmondwike Board.

CXIX. All Monies which shall be received by the *Heckmondwike* Board under the Powers of this Act shall be applied as follows; (that is to say,)

Firstly, In paying their Proportion of the Costs, Charges, and Expenses attending or incident to the obtaining and passing this Act:

Secondly, In paying the Interest of all Monies borrowed by them under the Powers of this Act, and for the Time being remaining due, but not out of Money raised by Mortgage:

Thirdly, In setting apart and appropriating, but not out of Money raised by Mortgage, the Sinking and Depreciation Fund in this Act mentioned:

Fourthly, In paying their Proportion of the Expenses of constructing and maintaining the Waterworks by this Act authorized, and of the other Expenses of the United Boards:

Fifthly,

Fifthly, In constructing, repairing, and extending the Waterworks within their District, and in paying their Proportion of the Expenses incurred by the United Boards in repairing the Waterworks by this Act authorized, and in paying any other Expenses incurred in carrying this Act into execution:

And lastly, In paying off all Principal Monies borrowed by them under the Powers of this Act, and for the Time being remaining due.

Undisputed Rates, &c. may be recovered by Distress.

CXX. All Water Rates or Rents, and all Damages, Costs, and Expenses, by this Act or any other Act incorporated herewith directed to be paid, and the Amount of which shall not be disputed, may be levied by Distress, and any Justice, on Application, may issue his Warrant accordingly.

Application of Penalties.

CXXI. The Justices by whom any Penalty or Forfeiture shall be imposed shall, where the Application thereof is not otherwise provided for, award the same to the Board within whose District the Offence in respect whereof such Penalty or Forfeiture may have been incurred shall have been committed, to be by them used and applied to the Purposes of this Act, as to the said Board shall appear fit: Provided always, that if any Penalty or Forfeiture is imposed upon any of the said Three Local Boards, the Justices by whom the same is imposed shall award the same to the Poor of the District of such Local Board, to be applied to their Benefit in such Manner as such Justices shall direct.

Power to vary Proportions in which Boards are to share in Receipts and Expenses.

CXXII. If any one of the United Boards shall desire to have the Proportions in which they share in the Expenses and Receipts of the United Boards collectively revised or altered, and shall give One Month's Notice of their Desire in Writing to each of the other Boards, the Committee shall, within Seven Days after the Expiration of the said Notices, consider and determine as to the proposed Alteration or Resettlement of such Proportions, and if they shall determine that the Proportions ought to be altered they shall have Power to fix and determine the Proportions to be adopted instead thereof, and shall cause a new Contract to be prepared to that Effect, and the United Boards shall respectively execute such new Contract, and thenceforth such Expenses and Receipts shall be divided amongst the United Boards respectively in such altered Proportions, unless and until such Proportions shall be in like Manner again altered, and so from Time to Time: Provided always, that if any of the Three Local Boards shall not be satisfied with the Proportions as altered by the Committee, they may, upon giving Notice to the other Two Local Boards, apply to the General Board of Health to revise the Decision of such Committee, and the Decision of the General Board of Health shall be final and conclusive.

Provision as to the relative Proportions of the Three Local Boards in the Undertaking being altered.

CXXIII. If and whenever the Proportions in which the said Three Local Boards are to share in the Expenses of the Undertaking shall be altered under and by virtue of this Act, all the Lands, Buildings, Machinery, and Estate, Real and Personal, of the United Boards, shall *ipso facto* vest in them in such altered Proportions.

Differences between Boards to be referred to Arbitration.

CXXIV. If any Question or Difference shall arise between any of the said Local Boards as to the Construction of this Act, or as to the Mode of carrying any of the Provisions thereof into effect, every such Question or Matter in difference, as and when the same shall arise, shall be referred to and determined by Arbitration in the Manner provided by the "Public Health Act, 1848," Sections 123 to 128 inclusive.

For the Protection of certain Railway Companies.

CXXV. The United Boards shall not be empowered to purchase any Part of the Lands or Grounds of the *Lancashire and Yorkshire* Railway Company, or of the *London and North-western* Railway Company, and (except for the Purpose of laying down or maintaining Pipes in the Lines and at the Places shown in the said deposited Plans) nothing in this Act contained shall extend to authorize the United Boards to enter upon or use any of the Lands or Grounds now belonging to either of the said Companies, or to alter, vary, use, or interfere with their respective Railways, or any of the Bridges or other Works thereof respectively, and the Pipes to be laid down across the Railways of the said *Lancashire and Yorkshire* Railway Company and of the said *London and North-western* Railway Company, or any of the Bridges or other Works thereof respectively, shall be so placed as not in anyway to obstruct or endanger the Passage of Traffic along the said Railways respectively, and shall be laid down under the Superintendence and to the Satisfaction of the Engineers for the Time being of the said *Lancashire and Yorkshire* and *London and North-western* Railway Companies; and in laying down such Pipes under, upon, or across the said Railways, or any of the Bridges or other Works thereof, the United Boards shall do as little Damage as possible, and shall make full Compensation to the said Railway Companies respectively for all Damage sustained by them respectively 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."

Saving Rights of the said Railway Companies.

CXXVI. 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 or of the *London and North-western* Railway Company, but all such Rights, Privileges, Powers, and Authorities are hereby expressly saved and reserved, save only

only the Right to lay down or maintain Pipes by this Act expressly authorized, and subject to the Restrictions herein-before contained.

Works of the Manchester, Sheffield, and Lincolnshire Railway not to be interfered with.

CXXVII. It shall not be lawful for the United Boards, in carrying into execution any of the Powers of this Act to stop, divert, or alter, or to injure the *Manchester, Sheffield, and Lincolnshire* Railway, or any of the Embankments or Works thereof for the Time being, nor to prevent, impede, or otherwise interfere with the free, uninterrupted, and safe Passage upon, over, or along the said Railway; and it shall not be lawful for the United Boards to purchase, take, or use for any Purpose, either temporarily or permanently, any Part of the Line of the said Railway, or the Embankments and Works thereof, or any Lands of the *Manchester, Sheffield, and Lincolnshire* Railway Company, without the Consent in Writing of the said Railway Company under their Common Seal first had and obtained.

Certain Railway Companies to be reimbursed for Damages done to their Works.

CXXVIII. The United Boards shall and they are hereby required from Time to Time and at all Times hereafter to pay and make good to the said *Lancashire and Yorkshire* Railway Company, *London and North-western* Railway Company, and *Manchester, Sheffield, and Lincolnshire* Railway Company, all Losses, Damages, Costs, Charges, and Expenses, as well immediate as consequential, which the said Companies may respectively sustain, incur, or be put unto by reason or in consequence of the Construction of or the Failure or giving way of any of the Reservoirs, Embankments, Watercourses, Pipes, or other Works authorized to be constructed by the United Boards under or by virtue of this Act.

Saving Rights of the Manchester, Sheffield, and Lincolnshire Railway Company.

CXXIX. Nothing in this Act contained shall extend or be construed to extend to abridge, alter, prejudice, or take away any of the Rights, Privileges, Franchises, Powers, or Authorities of or belonging to or vested in the said *Manchester, Sheffield, and Lincolnshire* Railway Company.

Costs of Proceedings may be included in Warrant of Distress.

CXXX. Any Justice who shall issue any Warrant of Distress for the Recovery of any Money payable under this Act, or any Act incorporated herewith, may order that the Costs of the Proceedings for the Recovery of such Money shall be paid by the Person liable to pay such Sum of Money, and such Costs shall be ascertained by such Justice, and shall be included in the Warrant of Distress for the Recovery of such Money.

Sums not exceeding 50*l.* may be recovered in County Courts.

CXXXI. Nothing in this Act or any Act incorporated herewith contained shall prevent the United Boards or any of the said Three Local Boards from recovering any Sum of Money, not exceeding Fifty Pounds, which shall be due to them for Water Rates or Rents Damages,

Damages, Costs, or Expenses, by Action or Proceeding, in such Manner as is by Law provided for the Recovery of Debts not exceeding Fifty Pounds.

Members of Local Boards not to be personally liable.

CXXXII. No Matter or Thing done or Contract entered into by the United Boards or any of them, or by any Member of any of the said Local Boards, or by any Officer or Person acting under the Direction of the United Boards or any of them, shall, if the Matter or Thing were done or the Contract were entered into *bonâ fide* for the Purpose of executing this Act, subject them or any of them personally to any Action, Liability, Claim, or Demand whatsoever.

Expenses of Act.

CXXXIII. The Costs, Charges, and Expenses attending or incident to the obtaining and passing of this Act shall be paid by the United Boards.

Saving Rights of Local Boards under 11 & 12 Vict. c. 63.

CXXXIV. Except as in this Act otherwise expressed, nothing in this Act contained shall prejudice or affect any of the Powers, Rights, Privileges, or Authorities vested or to be vested in any of the said Three Local Boards by "The Public Health Act, 1848;" but all such Powers, Rights, Privileges, and Authorities may be exercised and enjoyed by the said Boards in as full and ample a Manner as if this Act had not been passed: Provided always, that no one of the said Local Boards shall make or levy any other Water Rate, in addition to the Public Water Rate and Rents by this Act authorized to be collected, so long as the last-mentioned Public Water Rate and Rents shall continue to be collected.

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