ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. cxxvii.

An Act for enabling the Local Board of Health for the District of *Dewsbury* to construct Water-works; and for other Purposes.

[4th *August* 1853.]

WHEREAS by an Order of Her Majesty in Council, bearing Date the Twenty-third Day of *October* One thousand eight hundred and fifty-one, the "Public Health Act, 1848," was applied to the District of *Dewsbury* in the Township of *Dewsbury* in the West Riding of the County of *York*, and certain Persons have been elected the Local Board of Health within and for the said District: And whereas the said District is not at present sufficiently supplied with Water, and it is expedient that the said Local Board of Health should be enabled to supply the same: And whereas the Townships of *Heckmondwike* and *Batley*, adjoining the said Township of *Dewsbury*, are also at present insufficiently supplied with Water, and it is expedient that the said Local Board should be enabled to extend their Supply to those Townships, upon proper Terms and Conditions; but the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most

The Dewsbury Waterworks Act, 1853.

Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Interpretation of Terms.

I. That 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 hereinafter 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 "*Heckmondwike* District" shall mean any District consisting of the Township of *Heckmondwike* in the West Riding of the County of *York*, or any Part of that Township to which "The Public Health Act, 1848," now is or hereafter shall be applied:

The Expression "*Heckmondwike* Board" shall mean the Local Board of Health acting under "The Public Health Act, 1848," within and for the *Heckmondwike* District:

The Expression "*Batley* District" shall mean any District consisting of the Township of *Batley* in the West Riding of the County of *York*, or any Part of that Township to which the "Public Health Act, 1848," now is or hereafter shall be applied:

The Expression "*Batley* Board" shall mean the Local Board of Health acting under the "Public Health Act, 1848," within and for the *Batley* District:

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."

Short Title.

II. That this Act may be cited for all Purposes as "The *Dewsbury* Waterworks Act, 1853."

8 & 9 Vict. c. 18. and 10 & 11 Vict. c. 17. incorporated with this Act.

III. That the Clauses 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 from LXXV. to LXXXIII., inclusive of both Numbers,) shall be incorporated with and form Part of this

Act,

Act, except so far as the same are expressly varied or otherwise provided for by this Act; and in construing those Acts in connexion with this Act the Expressions "the Undertakers" and "the Promoters of the Undertaking" respectively shall mean the *Dewsbury* Board.

Limits of Act.

IV. That, subject to the Provisions of this Act and the Acts incorporated herewith, it shall be lawful for the *Dewsbury* Board to supply with Water the said District of *Dewsbury* and the *Heckmondwike* District and the *Batley* District, or any or either of them.

Power to construct Works according to deposited Plans.

V. That inasmuch as a Plan and Section showing the Line and Levels of the Reservoirs and Waterworks proposed to be constructed for the Purposes of this Act, 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 are intended to be made or to pass, have been deposited with the Clerk of the Peace for the West Riding of the County of *York*: Therefore it shall be lawful for the *Dewsbury* Board, subject to the Provisions and Restrictions in this Act and the Acts incorporated herewith contained, to make and maintain the Reservoirs and Waterworks herein-after described, together with all proper Conduit Pipes and other Works connected therewith, in the Lines and upon the Lands delineated on the said Plan and described in the said Book of Reference, and according to the Levels defined on the said Section, and to purchase, enter upon, take, and use such of the Lands, Streams, and Waters delineated on the said Plan and referred to in the said Book of Reference as shall be necessary for that Purpose, and to take therefrom such Water as the *Dewsbury* Board may require for the Purposes of this Act.

Description of Reservoirs and Conduits.

VI. That the Reservoirs and Conduit Pipes by this Act authorized are as follows:

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 *Thurlestone* 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 *Thurlestone* in the Parish of *Penistone* in the said West Riding, 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*, and *Broad Stone Common*, 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, 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 *Birstall* 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.

Limits of Deviation along Roads, &c.

VII. That whenever and so far as the Line of any Work as shown upon the said Plan passes along any Road or Highway, and no Lines of lateral Deviation are marked thereon, the *Dewsbury* Board 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 *Dewsbury* Board may, in constructing the said Works, but subject to the Provision next herein-after contained,

tained, deviate from the Line thereof laid down in the said Plan to the Extent of One hundred Yards, but not beyond the Line of lateral Deviation described in the said 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 said Plan shall be made so as to enable the *Dewsbury* Board to intercept any greater Quantity of Water than would have been intercepted if such Conduit had been constructed in the Line shown on the said Plan, except with the previous Consent of the Millowners.

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

VIII. That, subject to the Provisions herein-after contained, it shall be lawful for the *Dewsbury* Board 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 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 Plan.

Water not to be taken between certain Points.

IX. Provided always, That nothing in this Act contained shall authorize the said *Dewsbury* Board 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 Plans deposited as aforesaid, 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 Tunnel 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 said *Dewsbury* Board 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 said *Dewsbury* Board 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 *Dewsbury* Board requiring them to do such Works as may be necessary for preventing the Interception and Collection of such Waters, and after Failure of the *Dewsbury* Board to comply with such Notice, themselves to enter upon the Lands and Works of the *Dewsbury* Board, 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 said *Dewsbury* Board, in any Court of competent Jurisdiction.

Regulating Construction of Compensating Reservoir.

X. That 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 said *Dewsbury* Board, the Compensating Reservoir to be constructed by the said Board near to *Dunford Bridge* shall be made and for ever maintained by the *Dewsbury* Board 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 *Dewsbury* Board 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 hereinbefore and herein-after required to be constructed and maintained by the *Dewsbury* Board 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.

XI. Provided always, That if, after the said Reservoir, Gauges, Weirs, Conduits, and other Works shall, in the Opinion of the said *Dewsbury* Board, have been so completed as aforesaid, and after Notice thereof in Writing shall have been given by the *Dewsbury* Board 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 *Dewsbury* Board Notice in

Writing

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 *Dewsbury* Board of such Completion: Provided also, that if the *Dewsbury* Board 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 said Board, 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 Question 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 erected for checking Flow of Water into the Reservoir.

XII. That the said *Dewsbury* Board, before they supply any Water for the Purposes of this Act, shall also erect and shall for ever thereafter 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 *Dewsbury* Board 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 *Dewsbury* Board 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 *Dewsbury* Board 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

said intercepted by means of the Conduits or Catchwaters to be made by the said *Dewsbury* Board 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 *Dewsbury* Board, 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 Six Feet below the said Top-water Level, then the said *Dewsbury* Board may take for the Purposes of this Act all or any of the Waters which may be intercepted by them as aforesaid.

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

XIII. That, 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 Conduit, the said *Dewsbury* Board 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 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.

XIV. That 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 said *Dewsbury* Board; and if the Wages of the said Servant shall at any Time be in arrear he may recover the same against the said *Dewsbury* Board, in like Manner as though he were the Servant of and appointed by that Board.

Millowners and their Officers may inspect Gauges.

XV. That the said Gauges and the said Compensating Reservoir, and Works connected therewith, shall be for ever maintained by the said *Dewsbury* Board, at their own Expense, in a fit and proper State of

of Repair, to the Satisfaction of the Millowners, and so as to fulfil 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.

XVI. That for the Purpose of repairing the said Compensating Reservoir, or cleansing or deepening the same, it shall be lawful for the said *Dewsbury* Board 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 said *Dewsbury* Board, whilst the said Reservoir is being repaired or cleansed as aforesaid.

In case of Insufficiency of Water during Repairs of Reservoir.

XVII. Provided always, That if the whole of the Water passing through the Catchwater or Conduit of the *Dewsbury* Board 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 Day, the *Dewsbury* Board shall not be liable to any Damages, Penalties, Costs, or other Payment by reason thereof.

If Company fail to repair Gauges, Millowners may do so, at their Expense.

XVIII. That 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 said *Dewsbury* Board, 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 said *Dewsbury* Board, in any Court of competent Jurisdiction.

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

XIX. That, subject to the Provisions in this Act contained with respect to letting off the Water for the Purpose of cleansing 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 *Dewsbury* Board 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 said Board 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, &c.

XX. That 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 within Four Years from the passing of this Act, and certified so to be in manner herein-before required, it shall be lawful for the Millowners, after giving Notice to the *Dewsbury* Board to complete the said Reservoir within Twelve Months from the Date of such Notice, and after Failure by the Board so to complete the same within the last-mentioned Period, themselves to enter upon and take possession of the Lands, Works, and Property of the said Board at and near to the said proposed Reservoir, and to execute such Works, either by the partial Removal of the Works commenced by the *Dewsbury* Board, 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 said *Dewsbury* Board 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 *Dewsbury* Board, or in default of Repayment may be recovered against that Board in any Court of competent Jurisdiction; and

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.

Power to Millowners to hold Meetings to regulate their Proceedings.

XXI. That 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 the *Dewsbury* Board,) 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 circulated 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 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 or absent from such Meeting.

Chairman to be appointed.

XXII. That 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.

Minutes of Proceedings to be kept.

XXIII. That 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.

XXIV. That 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

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*.

As to taking Votes of joint Owners, &c. at Meetings.

XXV. That 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 whether 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.

XXVI. That 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.

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

XXVII. That 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 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

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 *Dewsbury* Board, 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 Expenses to be provided for.

Signature to Notices, &c.

XXVIII. That 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 sufficient if 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.

XXIX. That, 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.

Company to make good all Damage to be done by Reservoirs bursting, &c.

XXX. That the said *Dewsbury* Board 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 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 said *Dewsbury* Board.

For Protection of the Navigation of the River Dun.

XXXI. 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 *Dewsbury* Board 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 *Dewsbury* Board shall not obey such Order, the said *Dewsbury* Board 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.

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

XXXII. And in order to provide against Accidents to Life or Property by the bursting of any Reservoir authorized to be made under the Provisions of this Act, be it enacted, That whenever it shall be represented to Two Justices acting for the West Riding of the County of *York*, by the Owners or Occupiers of any Dwelling House, Mill, Factory, or other Works situate below any such Reservoir as aforesaid, and so as to be in danger of being destroyed or injured by the Water of such Reservoir in case it should escape therefrom, that such Reservoir is in a dangerous State, such Justices shall forthwith make Inquiry into the Truth of such Representation, and if they shall be satisfied that such Reservoir is in a dangerous State they shall, by Writing under their Hands, order and require the *Dewsbury* Board, within a Time to be specified in such Writing, to put such Reservoir into a proper State of Repair, or construct such Works as may be necessary to remove the Danger; and in case the *Dewsbury* Board shall not within the Time so limited, and to the Satisfaction of the Justices who shall have made such Order, or of any Two Justices, have repaired the said Reservoir or constructed the said Works, or in case, upon receiving such Representation as aforesaid, the Justices shall consider the Danger to be so imminent as not to admit of Delay, they may, if they shall think fit, by Writing under their Hands, order and direct

direct the Officer in charge of such Reservoir, or any other Person or Persons who they may think proper, to enter upon the Premises of the *Dewsbury* Board, and to open the Sluices of such Reservoir, or otherwise to let off so much of the Water from such Reservoir and to such a Level as may be necessary to remove the Danger, and to keep the Water in such Reservoir at the reduced Level until the said Reservoir shall have been repaired, or such Works as aforesaid shall have been constructed to the Satisfaction of the Justices who shall have made such Order or any other Two Justices, and who shall signify their Satisfaction by Writing superseding such Order, or until such Order shall be superseded upon Appeal, as herein-after mentioned; and such Order may be in the Form or to the Purport and Effect following; (that is to say,)

'To *A. B.*

'WE, the undersigned, Two of Her Majesty's Justices of the Peace 'acting in and for the West Riding of the County of York, do 'hereby order and direct you, and such Person or Persons as you 'may require to aid and assist you herein, forthwith to do all such 'Acts as may be necessary to lower the Water in a certain Reser- 'voir known as the Reservoir, by the Space of 'Feet or thereabouts, and to keep the same at that Level 'until you shall be further instructed by us, or by Two other Justices 'of the Peace acting in and for the said County; and you shall do as 'little Injury as possible to the Property of the Dewsbury Board; and 'in acting in obedience to the Premises this shall be your sufficient 'Warrant.

'Given under our Hands, this Day of One 'thousand eight hundred and

'(Signed) 'C. D.
'E. F.'

And no Person acting under and in pursuance of such Order shall be deemed a Trespasser; and any Person who shall obstruct or prevent such Person in the Discharge of such Order, or shall wilfully do any Act in contravention of such Order, shall for every such Offence be liable to a Penalty not exceeding Fifty Pounds: Provided always, that, except when the Urgency of the Case will not admit of the Delay, the Justices, before making an Order to repair any such Reservoir or to construct any Works as aforesaid, or to lower the Water in any such Reservoir, shall cause Notice to be given to the Clerk of the *Dewsbury* Board, and shall hear and consider any Evidence that may be tendered on behalf of the *Dewsbury* Board against the making of such Order: Provided also, that if the *Dewsbury* Board shall consider themselves aggrieved by any such Order they may appeal against the same to the Quarter Sessions, upon giving to the Justices who shall have made such Order Three Weeks Notice in Writing of the Grounds of such Appeal; and the Court of Quarter Sessions shall

hear

hear and determine such Appeal, and may either confirm or supersede the Order of the said Justices, as they may think proper; but until such Order shall be superseded it shall continue in full Force; and all the Costs, Charges, and Expenses of applying for, obtaining, and enforcing such Order shall be borne by the *Dewsbury* Board, unless the Justices making the Order shall direct such Costs, Charges, and Expenses, or a proportionate Part of them, to be borne by the Parties applying for such Order, which they are hereby authorized to do; and the Costs of any such Appeal as aforesaid shall be in the Discretion of the said Court of Quarter Sessions.

Board not to be responsible for Consequences of such Order.

XXXIII. Provided always, That the *Dewsbury* Board shall not be liable to pay to 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.

Reserving certain Rights of Fishing.

XXXIV. That inasmuch as *John Spencer Stanhope* of *Cannon Hall* in the County of *York*, Esquire, is or claims to be the Owner of Land on which the Compensating Reservoir is to be constructed: Therefore the 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 *Dewsbury* Board: 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.

XXXV. 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*: Be it enacted, That it shall not be lawful for the *Dewsbury* Board to take, use, or impound any of the Water flowing down the said Stream, but the *Dewsbury* Board 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

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.

XXXVI. That the Diversion herein-before directed to be made in the Course of the said Stream called *Broadstone Stream* shall be made by means of a 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 at a Depth of not less than Six Feet below the Surface of the Ground through which the same shall pass, 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.

XXXVII. That if the *Dewsbury* Board 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 *Dewsbury* Board 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 *Dewsbury* Board shall at 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 *Dewsbury* Board until a reasonable Time for putting the said Conduit into good Repair has elapsed after the giving of such Notice in Writing as aforesaid.

Water not to be intercepted or collected on the Estates of J. Chapman, Esq., or J. Greaves, Esq.

XXXVIII. That, notwithstanding anything in this Act contained, it shall not be lawful for the *Dewsbury* Board 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,

Rivulet, Stream, or Drain arising or flowing upon or to or by the Side of any Lands of *John Chapman* Esquire, situate in the Township of *Thurlestone* in the Parish of *Penistone*, or in the Township of *Hepworth* in the Parish of *Kirkburton*, or upon or to or by the Side of any Lands of *John Greaves* Esquire, situate in the said Township of *Thurlestone*, 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, and of the said *John Greaves*, his Heirs or Assigns, respectively first had and obtained.

As to Mode of making the Conduit through the Estates of J. Chapman, Esq., and J. Greaves, Esq.

XXXIX. That, notwithstanding anything in this Act contained, it shall not be lawful for the said *Dewsbury* Board (except with the Consent in Writing of the said *John Chapman*, his Heirs or Assigns, or, as the Case may be, of the said *John Greaves*, 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* or of the said *John Greaves* respectively; nevertheless it shall be lawful for the said *Dewsbury* Board, 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 them the said *John Chapman* and *John Greaves* respectively in the Line delineated in the Plan deposited as aforesaid, and from Time to Time to enter upon and use any of such Lands or any other Lands of the said *John Chapman* and *John Greaves* respectively adjoining thereto, and as well during the Time and for the Purpose of constructing such Conduit or Line of Pipes 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 said *Dewsbury* Board and the said *John Chapman*, his Heirs or Assigns, or, as the Case may be, between the said *Dewsbury* Board and the said *John Greaves*, his Heirs or Assigns, or (failing such Agreement or Agreements) 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 said *Dewsbury* Board, 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* and *John Greaves* respectively 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, and in such Manner that the said Ground shall be capable of being

being used and enjoyed (and the same is hereby authorized to be so used and enjoyed) by them the said *John Chapman* and *John Greaves* respectively, and their respective Heirs and Assigns, and Tenants, for agricultural and other Purposes, along and in connexion with their respective 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* and *John Greaves* respectively shall, by and at the Expense of the said *Dewsbury* Board, 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 continuous in all respects, to the reasonable Satisfaction of the said *John Chapman* and *John Greaves* respectively, and their respective Heirs and Assigns, or otherwise, that, 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

XL. 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 *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 *Dewsbury* Board to take, use, or impound any of the Water flowing down the said several Brooks or Streams, or any of them; and the said *Dewsbury* Board 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.

For Protection of Property of W. Bayley, Esq.

XLI. That 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* have heretofore flowed to the said Estates, the *Dewsbury* Board 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

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 *Thurlestone* and County of *York*, called the *Softly 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 *Dewsbury* Board 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 *Dewsbury* Board, 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 by W. Bayley, Esq.

XLII. Provided always, That if the said *Dewsbury* Board 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 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 said *Dewsbury* Board shall construct and complete the same; and the said President, or Person so appointed by him, shall cause to be delivered to the said *Dewsbury* Board 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 said

said *Dewsbury* Board do not, within One Calendar 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 *Dewsbury* Board; 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 Z. Wood.

XLIII. That every Conduit, Pipe, or other Work to be constructed under the Provisions of this Act through any Land the Property of *Zipporah Wood* shall be placed in every Part thereof at a Distance of at least Three Feet below the Surface of the Ground, and there shall not be any open Cutting upon such Land, or any other Obstruction 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 Protection of the Rights of L. T. Crossley.

XLIV. 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 *Thurlestone*, and known as the *Bullhouse* 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 said *Dewsbury* Board 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 occa-

sioned in the Quality of the Water flowing down to the said Mills, Dams, Reservoirs, Goits, Weirs, Lands, and Hereditaments.

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

XLV. That the *Dewsbury* Board shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street or Place in which any Pipe of the *Dewsbury* Board shall be laid, or of any Person who, under the Provisions of this Act or any Act incorporated herewith, shall be entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for 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 of Four Shillings and Fourpence:

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 of Five Shillings:

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

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

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

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

Where the annual Value of such House shall exceed Twenty Pounds but shall not exceed Twenty-five Pounds, for a Rent of Ten Shillings:

Where the annual Value of such House shall exceed Twenty-five Pounds but shall not exceed Thirty Pounds, for a Rent of Eleven Shillings:

Where the annual Value of such House shall exceed Thirty Pounds but shall not exceed Thirty-five Pounds, for an annual Rent of Twelve Shillings:

Where the annual Value of such House shall exceed Thirty-five Pounds but shall not exceed Forty Pounds, for the annual Rent of Thirteen Shillings:

Where the annual Value of such House shall exceed Forty Pounds but shall not exceed Forty-five Pounds, for the annual Rent of Fourteen Shillings:

Where the annual Value of such House shall exceed Forty-five Pounds but shall not exceed Fifty Pounds, for an annual Rent of Fifteen Shillings:

Where the annual Value of such House shall exceed Fifty Pounds but shall not exceed Fifty-five Pounds, for an annual Rent of Sixteen Shillings:

Where the annual Value of such House shall exceed Fifty-five Pounds but shall not exceed Sixty Pounds, for an annual Rent of Seventeen Shillings:

Where the annual Value of such House shall exceed Sixty Pounds but shall not exceed Seventy Pounds, for an annual Rent of One Pound One Shilling:

Where the annual Value of such House shall exceed Seventy Pounds but shall not exceed Eighty Pounds, for an annual Rent of One Pound Three Shillings:

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

Mode of ascertaining annual Value.

XLVI. That 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.

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

XLVII. That the *Dewsbury* Board 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 Board.

Domestic Supply not to include Horses, &c.

XLVIII. That a Supply of Water for domestic Purposes shall not include a Supply of Water for Waterclosets in Houses of an annual Value exceeding Five Pounds, or 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.

Limiting Charge of Waterclosets.

XLIX. That for a Supply of Water to Waterclosets in private Dwelling Houses, where the annual Value of such Dwelling House shall exceed Five Pounds, the *Dewsbury* Board may demand and receive any Rates not exceeding the annual Sum of Four Shillings for every such Watercloset.

Supply for trading and manufacturing Purposes by Agreement.

L. That whenever the Supply of Water is fully adequate to the constant Supply of Water for domestic Purposes, as in this Act provided, it shall be lawful for the *Dewsbury* Board to supply any Person with

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 the *Dewsbury* Board and the Persons desirous of having such Supply of Water.

The other Boards may contract for Supply of Water.

LI. That the *Heckmondwike* Board and the *Batley* Board respectively, or either of them, and the *Dewsbury* Board, may from Time to Time enter into and carry into effect Contracts and Agreements for a Supply of Water by the *Dewsbury* Board to the District or any Part of the District of such other Boards or either of them, being within the Limits of this Act, for all or any of the Purposes of the "Public Health Act, 1848," and this Act, upon such Terms and Conditions, and in consideration of such Payment or Remuneration, whether by way of a gross Sum or by way of annual or other periodical Payments to be made to the *Dewsbury* Board, or otherwise, as the contracting Boards shall think fit; and Provision may be made in any such Contract that in case of Nonpayment of any Monies payable to the *Dewsbury* Board thereunder, the *Dewsbury* Board may make, levy, and receive all Water Rates or Rents which the Local Board who shall have failed to make such Payment are by this Act empowered to make, levy, and receive, and may exercise all the Powers of the last-mentioned Board in regard thereto, until the Monies remaining due to the *Dewsbury* Board under such Contract, and all Costs and Expenses attending such Nonpayment, and the Exercise of such Powers, shall be fully paid and satisfied; and Provision may be made in any such Contract for enabling the *Heckmondwike* Board and the *Batley* Board 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 this Act, to inspect, superintend, regulate, and control the Execution, Management, and Maintenance of all or any Part of the Works by this 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.

Contracts may be varied.

LII. That the Local Boards, being respectively Parties to any such Contracts, may 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 or in addition thereto.

Provisions of 11 & 12 Vict. c. 63. to extend to Contracts.

LIII. That all such Contracts shall be in Writing, and duly stamped, and the Provisions of the Fifty-third Section of the "Public Health Act, 1848," with reference to Contracts to be entered into by the Local Board of Health, (except such of those Provisions as require public Notice to be given expressing the Nature and Purpose of any Contract,

Contract, and inviting Tenders for the Execution of the same, and directing the Local Board to require and take sufficient Security for the due Performance of the same,) shall extend and apply to all Contracts between the said Local Boards to be made under the Powers of this Act.

Power to make a public Water Rate on Owners of all Houses, &c. within the District.

LIV. That each of the said Three Local Boards shall be empowered to cause a Rate, not exceeding Two Shillings and Sixpence in the Pound, to be called "The Public Water Rate," to be made and levied within their District or so much of their District as is included within the Limits of this Act, 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 shall from Time to Time be collected and paid in advance by yearly, half-yearly, or quarterly Payments, as the Board levying the same shall think proper: Provided always, that no Rate shall be made or levied by the *Heckmondwike* Board or the *Batley* Board, under the Powers of this Act, unless and until the Local Board making the same shall have entered into a Contract with the *Dewsbury* Board under the Powers of this Act for a Supply of Water.

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

LV. 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 Board.

Regulating public Water Rate when Debts paid off.

LVI. Provided always, That when either of the Three Local Boards shall have wholly paid off 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, and of any such Contract as aforesaid, be liable to pay or contribute towards, as the Water Rents and other Payments for the Supply of Water which such Board may, under the Provisions of this Act and any such Contract as aforesaid, be entitled to, shall not be sufficient to discharge.

Proviso as to Assessment of Arable Land, &c.

LVII. 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.

Power to levy Rates in respect of Property not included in the Poor Rates.

LVIII. That 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 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 Rates an unfair Criterion, a Valuation to be made.

LIX. That if at any Time the Rate for the Relief of the Poor within the Limits of this Act shall, in the Judgment of either of the said Three Local Boards, be an unfair Criterion by which the Rents and Rates under this Act should be made, it shall be lawful for them to cause a Valuation to be made of the rateable Property within so much of their District as is included within the Limits of this Act, 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.

Valuer to make a Declaration.

LX. That before any such Valuation shall be made the Person appointed to make any such Valuation shall make and subscribe a solemn Declaration to make such Valuation fairly and impartially according to the best of his Judgment; and an Entry or Minute shall be made in the Book of Proceedings of the Board who shall have caused such Valuation to be made, of the making and subscribing of such Declaration, and the Date of making the same; and any Justice to whom Application may be made for that Purpose is hereby required to administer such Declaration.

Provisions of 11 & 12 Vict. c. 63., as to Appeals to extend to public Water Rates;

LXI. That the Clauses of the "Public Health Act, 1848," relating to Appeals against Rates, and the quashing of Rates for Want of Form, which are distinguished by the Numbers CXXXV., CXXXVI., and CXXXVII., shall extend and apply to all Public Water Rates made under the Powers of this Act, as fully and effectually as if those Clauses were re-enacted in this Act with especial reference to those Public Water Rates; and all Words and Expressions in those Clauses to which by that Act Meanings are assigned shall, in construing those Clauses in connexion with this Act, have the same respective Meanings.

LXII. That

and as to the Recovery of Rates.

LXII. That all the Provisions of the "Public Health Act, 1848," for the Recovery of Rates thereby authorized to be levied, shall extend and apply to, and may be enforced with regard to the Public Water Rate.

Monies received to be carried to Water Account.

LXIII. That all Sums of Money received by each of the said Three Local Boards by virtue of the Water Rates to be levied pursuant to this Act, and all Rents and Sums of Money to be received under the Provisions of this Act, shall be carried to the Credit of the Account called "The Water Account," to be kept by each of the said Local Boards.

Appointment of Officers.

LXIV. That it shall be lawful for each of the said Local Boards to appoint all such Officers and Servants as they shall 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.

Provisions of 11 & 12 Vict. c. 63. as to Payment, &c. of Officers, extended to this Act.

LXV. That 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 recovering such Penalties or inflicting such Punishments, shall extend to this Act, and be applicable in respect of the Officers to be appointed by virtue thereof.

Separate Accounts to be kept.

LXVI. That each of the said Local Boards shall cause a separate and distinct Account to be kept, to be called "The Water Account," of all Monies received and paid under the Powers and Provisions of this Act, and such Account 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."

Provisions as to Supply of Water, &c. by Dewsbury Board to apply to Heckmondwike and Batley Boards.

LXVII. That all the Provisions herein contained regulating the Supply of Water, and the Rates to be levied in respect thereof by the *Dewsbury* Board, shall be applicable to and binding on the *Heckmondwike* and *Batley* Boards respectively.

Powers to borrow Money on Security of Rents, &c.

LXVIII. That it shall be lawful for each of the said Local Boards to borrow for the Purposes of this Act, upon the Security of the Rents, Rates, and Works authorized by this Act to be levied and made by them, any Sum or Sums of Money not exceeding in the aggregate, as regards the *Dewsbury* Board, Thirty-six thousand Pounds, as regards the *Heckmondwike* Board, Eleven thousand Pounds, and as regards the *Batley* Board, Twenty-three thousand Pounds; and all the Clauses

Clauses of "The Commissioners Clauses Act, 1847," 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.

Re-borrowing.

LXIX. That if, after having borrowed the whole or any Part of the Monies which they are by this Act authorized to borrow, either of the said 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 manner aforesaid the said Sum, or the Part thereof so paid off, and so from Time to Time.

Money to be set apart for Sinking and Depreciation Fund.

LXX. That 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 said Water Account 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 no other Purpose whatsoever.

Application of Receipts of Dewsbury Board.

LXXI. That all Monies which shall be received by the *Dewsbury* Board under the Powers of this Act, other than gross Sums received from the other Local Boards or either of them, shall be applied as follows; (that is to say,)

Firstly, in paying 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 the *Dewsbury* Board under the Powers of this Act, and for the Time being remaining due:

Thirdly, in constructing the Waterworks:

Fourthly, in setting apart and appropriating the Sinking and Depreciation Fund in this Act mentioned:

Fifthly, in repairing and extending the Waterworks from Time to Time as Occasion shall require, and carrying this Act into execution:

And lastly, in paying off all Principal Monies borrowed by the *Dewsbury* Board under the Powers of this Act, and for the Time being remaining due; and all gross Sums received by the *Dewsbury*

bury Board from the other Local Boards or either of them, under the Powers of this Act, shall be applied to the Purposes firstly, thirdly, fifthly, and lastly herein-before described.

Application of Receipts of Heckmondwike Board.

LXXII. That 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 all Monies payable by the *Heckmondwike* Board towards or on account of the Expenses of this Act under any Contract with the *Dewsbury* Board made under the Powers of this Act:

Secondly, in paying the Interest of all Monies borrowed by the *Heckmondwike* Board under the Powers of this Act, and for the Time being remaining due:

Thirdly, in paying all other Monies payable by the *Heckmondwike* Board to the *Dewsbury* Board under any Contract made under the Powers of this Act towards or for the Construction of the Waterworks:

Fourthly, in setting apart and appropriating the Sinking and Depreciation Fund in this Act mentioned:

Fifthly, in paying to the *Dewsbury* Board any Monies which the *Heckmondwike* Board may agree to pay to them in respect of the Repairs and any future Extension of the Works within the *Heckmondwike* District, and in carrying this Act into execution so far as the same is to be executed by the *Heckmondwike* Board:

And lastly, in paying off all Principal Monies borrowed by the *Heckmondwike* Board under the Powers of this Act, and for the Time being remaining due.

Application of Receipts of Batley Board.

LXXIII. That 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 all Monies payable by the *Batley* Board towards or on account of the Expenses of this Act, under any Contract with the *Dewsbury* Board made under the Powers of this Act:

Secondly, in paying the Interest of all Monies borrowed by the *Batley* Board under the Powers of this Act, and for the Time being remaining due:

Thirdly, in paying all other Monies payable by the *Batley* Board to the *Dewsbury* Board under any Contract made under the Powers of this Act, towards or for the Construction of the Waterworks:

Fourthly, in setting apart and appropriating the Sinking and Depreciation Fund in this Act mentioned:

Fifthly, in paying to the *Dewsbury* Board any Monies which the *Batley* Board may agree to pay to them in respect of the Repairs

and any future Extension of the Works within the *Batley* District, and in carrying this Act into execution, so far as the same is to be executed by the *Bately* Board:

And lastly, in paying off all Principal Monies borrowed by the *Batley* Board under the Powers of this Act, and for the Time being remaining due.

Application of Penalties.

LXXIV. That 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.

Undisputed Rates, &c. may be recovered by Distress

LXXV. That all Water Rates or Rents due to any Local Board of Health, and all Damages, Costs, and Expenses by this Act or any 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, shall issue his Warrant accordingly.

For the Protection of the Lancashire and Yorkshire and London and North-western Railway Companies.

LXXVI. That the Local Board 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 Plan) nothing in this Act contained shall extend to authorize the Local Board 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 any way 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 Local Board 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."

LXXVII. That

Saving Rights of the Lancashire and Yorkshire and London and North-western Railway Companies.

LXXVII. That 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 the Right to lay down or maintain Pipes by this Act expressly authorized, and subject to the Restrictions hereinbefore contained.

Manchester, Sheffield, and Lincolnshire Railway not to be obstructed.

LXXVIII. That it shall not be lawful for the said *Dewsbury* Board, 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 that it shall not be lawful for the said *Dewsbury* Board 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.

Lands not to be taken without Consent.

The Manchester &c. Railway Company to be reimbursed for Damages done to their Works.

LXXIX. That the said *Dewsbury* Board shall and they are hereby required, from Time to Time and at all Times hereafter, to pay and make good to the said *Manchester, Sheffield, and Lincolnshire* Railway Company all Losses, Damages, Costs, Charges, and Expenses, as well immediate as consequential, which the said Company may 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 said *Dewsbury* Board under or by virtue of this Act.

Saving Rights of the Manchester, &c. Company.

LXXX. That 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.

LXXXI. That 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.

LXXXII. That

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

LXXXII. That nothing in this Act or any Act incorporated herewith contained shall prevent either of the said Local Boards from recovering any Sum of Money not exceeding Fifty Pounds which shall be due to them for Water Rates or Rents, 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.

LXXXIII. That no Matter or Thing done or Contract entered into by any Local Board, or any Member of any Local Board, or any Officer or Person acting under the Direction of any Local Board, 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.

LXXXIV. That the Costs, Charges, and Expenses attending or incident to the obtaining and passing of this Act shall be paid by the *Dewsbury* Board; but in any Contract or Agreement made under the Powers of this Act they may stipulate for the Repayment to them of a proportionate Part of such Costs, Charges, and Expenses by the other Local Board or Local Boards who may be Parties to such Contract or Agreement.

Saving Rights of Local Boards under Public Health Act.

LXXXV. That, 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 either 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 neither 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.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1853.