CHAP. xvii.

An Act to enable the local board for the district of Hyde, in the county palatine of Chester, to purchase the Hyde, Werneth, and Newton Waterworks, and to confer upon them other powers with reference thereto. A.D. 1870.

[12th May 1870.]

WHEREAS parts of the townships of Hyde, Werneth, and Newton, in the county palatine of Chester, are now supplied with water from works belonging or claimed to belong to Thomas Mottram, esquire, of Hyde aforesaid, and which works have been for the most part constructed under the powers of an Act passed in 1831, intituled "An Act for better supplying with water the "several townships of Hyde, Werneth, and Newton, in the county "palatine of Chester:" 1 W. 4. c. lii.

And whereas the said Thomas Mottram and his predecessor in title have constructed three reservoirs in the township of Hyde in the parish of Stockport, called or known respectively as "The Gee Cross Reservoir," "The Tinker's Reservoir," and "The New Reservoir," and another in the township of Werneth in the parish of Stockport, called or known as "The Arnold Hill Reservoir:"

And whereas the said Thomas Mottram also supplies with water part of the township of Godley from a reservoir in that township constructed by his said predecessor, and called or known as "The Godley Reservoir," and in connexion with such reservoir there has been laid down in that township mains and pipes to connect that reservoir with the mains in the township of Hyde, and with the mains, herein-after mentioned, of the mayor, aldermen, and citizens of the city of Manchester (in this Act called "the corporation"):

And whereas by "The Manchester Corporation Waterworks Amendment Act, 1848," (section 27,) the corporation are authorised and required to supply from day to day, in bulk and at high pressure, to the owner and owners for the time being of the before- 11 & 12 Vict. c. ci.

A.D. 1870.

mentioned waterworks, so much and such a quantity of water as shall be required by such owner or owners for the additional supply of water to and for the purposes of the said Thomas Mottram's said waterworks, at a price to be mutually agreed upon, not exceeding threepence per thousand gallons:

17 & 18 Vict. c. xxxviii.

And whereas the corporation have, under the powers of "The Manchester Corporation Waterworks Act, 1854," for the purposes of the supply so required to be afforded by them as aforesaid, laid down two short lines of piping from their open conduit to the pipe belonging to the said Thomas Mottram:

And whereas, under "The Local Government Act, 1858," Hyde is now under the jurisdiction of "The Local Board for the District of Hyde in the county palatine of Chester:"

And whereas an agreement, whereof a copy is set forth in the Schedule (A.) to this Act, has been made between the said Thomas Mottram on the one hand, and the said local board on the other hand, for the transfer to them of the waterworks of the said Thomas Mottram, and it is expedient that the said local board should be authorised to carry such agreement into effect:

And whereas it is expedient that the said local board be empowered to maintain the before-mentioned reservoirs, and the works, mains, and pipes connected therewith, and from time to time to renew the same, and that the powers herein-after contained be conferred upon them, and that they be empowered to supply with water the several townships before mentioned, and to enlarge the Godley Reservoir:

And whereas plans and sections showing the lines and levels of the new works, with a book of reference to the plans, containing the names of the owners or reputed owners, lessees or reputed lessees, and of the occupiers of the lands to be acquired under the powers of this Act, have been deposited at the office of the clerk of the peace for the said county palatine of Chester, and are herein-after referred to as the deposited plans, sections, and book of reference:

And whereas the purposes aforesaid cannot be effected without the authority of Parliament:

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

Short title.

1. This Act may be cited as "The Hyde Local Board (Waterworks) Act, 1870."

A.D. 1870.

Provisions of general Acts herein named incorporated.

2. "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," and "The Waterworks Clauses Acts, 1847 and 1863," (except the provisions with respect to the amount of profit to be derived by the undertakers when the waterworks are carried on for their benefit,) are (except where expressly varied by this Act) incorporated with and form part of this Act, but nothing in this Act contained shall enable the local board to purchase any land by compulsion, excepting the lands shown upon the deposited plans, and described in the deposited book of reference.

Interpretation of terms.

3. In this Act, unless there be something in the subject or context repugnant to such construction, the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same meanings:

The expression "the local board" means the local board for the district of Hyde in the county palatine of Chester:

The expression "the Public Health Acts" includes the Public Health Act, 1848, and the several Acts passed prior to the year 1858 amending the same, and the Local Government Act, 1858, and the several Acts subsequently passed amending the same:

The expression "the undertaking" means the waterworks, and the mains, pipes, works, lands, rights, estate, interest, and property connected therewith, agreed to be sold and transferred to the local board under the said agreement:

The expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act, or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute:

And for the purposes of this Act the expression "special Act" in the Acts wholly or partially incorporated with this Act means this Act.

Application of Public Health Acts.

4. This Act, as far as it is expressed to relate to the powers of the local board, shall be executed by the local board, with the powers and indemnities and according to the provisions of the Public Health Acts, which Acts shall, in relation to the said local board and the purposes of this Act, have effect as if the purposes and provisions of this Act were purposes and provisions of the Public Health Acts.

Confirmatio of agreemen

5. The agreement set forth in the Schedule (A.) to this Act is hereby confirmed as between the parties thereto; and the said

A.D. 1870.

Thomas Mottram shall accordingly convey to the local board, and the local board shall purchase the undertaking, upon the terms and conditions contained in the said agreement; but nothing in this Act or in any such conveyance shall prejudice or affect the right, title, estate, or interest of any corporation or person (other than the said Thomas Mottram, his heirs and assigns,) to or in the undertaking.

Partial repeal of first-recited Act.

6. The herein-before recited Act passed in one thousand eight hundred and thirty-one (first William the Fourth, chapter fifty-two,) is from the completion of the purchase hereby repealed, subject to the provisions of this Act, and with the exception of the sections set forth in the Schedule (B.) to this Act, which sections, as far as they respectively are in force at the commencement of this Act, shall, subject to the provisions of this Act, remain in force as if this Act had not been passed, the local board being only substituted in and in relation thereto respectively for the undertaker therein named; and this repeal or anything in this Act shall not prejudicially affect any estate, right, or interest protected or preserved by any of those sections.

Existing works may be maintained and used.

7. Notwithstanding the repeal of the said Act, the local board may, subject to the provisions of this Act, maintain the undertaking, and relay, enlarge, and extend from time to time the present mains and pipes connected therewith, and use the works, mains, and pipes for the supply of water within the limits of this Act, and the local board shall, in respect of those works, mains, and pipes, and the maintenance and future use, regulation, and enlargement thereof, have the powers and be subject to the provisions of this Act and the Acts incorporated wholly or in part with this Act.

Conveyances &c. to remain in force.

8. Notwithstanding the repeal of the said Act, all purchases, sales, conveyances, grants, assurances, leases, mortgages, bonds, contracts, agreements, securities, and other acts and things before the passing of this Act made, entered into, executed, or done under or by virtue of the said Act or with reference to the purposes thereof, shall be as good, valid, and effectual to all intents, for, against, and with reference to the local board, as they would have been for, against, or with reference to Thomas Mottram, in the said Act mentioned, (herein-after called Thomas Mottram the father,) his heirs and assigns, if the said Act had not been repealed, and may be proceeded on and enforced accordingly, the local board being only substituted in or in relation thereto respectively for the same Thomas Mottram, his heirs and assigns.

A.D. 1870.

Actions, &c. not to abate.

9. Notwithstanding the repeal of the said Act, any action, suit, prosecution, or other proceeding commenced by or against the said Thomas Mottram the father, his heirs or assigns, before the passing of this Act, under the said repealed Act, shall not abate or be discontinued or be prejudicially affected by this Act, but, on the contrary, shall continue and take effect both in favour of and against the local board as it would have done in favour of or against the said Thomas Mottram the father, his heirs or assigns, if this Act had not been passed, and proceedings for all offences against the provisions of the said Act committed before the passing of this Act may be commenced and prosecuted, and all penalties incurred by reason of such offences may be sued for, in like manner in all respects as if the said Act had not been repealed, the local board being only substituted in or in relation thereto respectively for the said Thomas Mottram the father, his heirs or assigns.

Benefits of other Acts preserved.

10. Notwithstanding the repeal of the said Act, and except as herein-after provided, all provisions in favour of the said Thomas Mottram the father, his heirs or assigns, contained in any Act (other than the said Act), shall continue in force, and the local board, their officers and servants, shall be entitled to, and may have, exercise, and enjoy, by virtue of those provisions, all rights, interests, powers, authorities, and privileges which the said Thomas Mottram the father, his heirs or assigns, was entitled to and might have exercised and enjoyed by virtue of those provisions.

Corporation of Manchester to supply water to local board, and regulations as to such supply.

11. The corporation may and they are hereby required to supply to the local board such quantity of water as such board shall, by notice in writing to be given to the corporation in the month of June in each or any year, specify and require; provided that the corporation shall not be called upon or required to supply or deliver in any one week more than one fiftieth part of the total annual quantity specified in such notice; and, further, that the quantity so to be delivered by the corporation shall be fixed and limited as follows; (that is to say,) for the period of three years after the passing of this Act, not less than three hundred and fifty thousand gallons nor more than one million and fifty thousand gallons per week; for the next succeeding three years, not less than five hundred and twenty-five thousand gallons nor more than one million four hundred thousand gallons per week; and thereafter not less than five hundred and twenty-five thousand gallons nor more than one million seven hundred and fifty thousand gallons per week.

As to continuance in force of no-

12. The notices from time to time given by the local board to the corporation under this last section in any month of June shall

A.D. 1870.

tices given by local board to corporation.

continue and be in force not only for the year commencing on the first day of July then next following but for each succeeding year, unless and until varied by a notice given in some subsequent month of June.

Payment by local board for water supplied by corporation.

13. The local board shall pay the corporation for the quantity of water which they shall in any such notice specify and require them to supply at the rate of threepence for every one thousand gallons, by equal quarterly payments on the four usual quarter days, although they may not take and use the whole quantity of water in such notice specified.

Corporation to provide meter for measuring supply.

14. The corporation shall provide, and at all times hereafter maintain, a sufficient meter or meters for measuring the water so supplied by them; and the original cost thereof, and of the repair and maintenance thereof, and of the replacement thereof, as occasion may require, shall be paid by the local board to the corporation.

Local board to have access thereto.

15. The local board shall have free access at all reasonable times to such meter or meters, for the purposes of inspecting the same, and recording the registrations thereof.

Providing for drought, &c.

16. If from or by reason of any drought, accident, or other unforeseen circumstance, cause, or event, the corporation shall at any time hereafter be unable to supply the said board with the quantity of water which the board might for the time being require under the previous clauses, then and in such case and so often as the same shall happen, and so long as such inability shall continue, the corporation shall only be compellable or obliged to supply or deliver to the said board water in quantities pro ratâ with the places or districts supplied by the corporation, and the board shall during the continuance of such inability be entitled to an abatement from the moneys payable by them for water under the previous clauses hereof to the extent of such deficiency.

Saving rights of corporation of Manchester.

17. Nothing in this Act shall, except to the extent herein-before provided, take away, lessen, alter, prejudice, or affect any of the estates, property, jurisdictions, rights, powers, privileges, exemptions, immunities, or authorities of the corporation.

Local board may maintain reservoirs and enlarge the Godley Reservoir.

18. Subject to the provisions of this Act, the local board may, from the completion of the purchase, maintain the reservoirs, and the mains, pipes, and works connected therewith, and they may also enlarge the Godley Reservoir, as shown upon the deposited plans, and according to the levels defined on the deposited sections, and they may enter upon, take, purchase, and use such of the lands mentioned on the said plans and in the deposited book of reference as they may require for the purposes of this Act.

Limit of time for compulsory purchase.

19. The powers of the local board for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of two years from the passing of this Act.

Power to take additional lands by agreement.

20. The local board may from time to time, for the purposes of this Act, take, by agreement, in addition to the lands which may be vested in or acquired by them under this Act, any lands within the limits of this Act, and may hold the same, not exceeding in the whole at one time two acres.

Power to agree for easements, &c.

21. The local board may take, by agreement, and any person by "The Lands Clauses Consolidation Act, 1845," or otherwise, enabled to sell lands, may grant to them any term, estate, easement, interest, right, or privilege, not of water, in, over, affecting, or belonging to lands, at a yearly rent or otherwise, subject always and according to the provisions relative to the taking of lands by agreement contained in "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," for which purpose any such term, estate, easement, interest, right, or privilege shall be deemed lands within the meaning of those Acts.

Limitation of time for construction of works.

22. If the works shown on the deposited plans, and by this Act authorised, are not completed within four years from the passing of this Act, then, and on the expiration of that period, the powers by this Act granted to the local board for constructing the works, or in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed, but nothing in this enactment contained shall restrict the local board from extending, enlarging, altering, or removing any of their engines, machinery, mains, or pipes at any time, or from time to time, as occasion may require.

Reservation of water rights, &c. on sale.

23. On any sale by the local board of any lands, the local board may reserve to themselves all or any part of the water or water rights, or of any easements belonging thereto, and may make the sale subject to such reservations accordingly, and may also make any such sale subject to such other reservations, special conditions, restrictions, and provisions with respect to the use of water, exercise of noxious trades, or discharge or deposit of manure, sewage, or other impure matter, as they think fit.

Limits of Act.

24. The limits of this Act for the supply of water shall be the townships of Hyde, Werneth, Newton, and Godley, all in the county palatine of Chester.

Water need not be constantly laid on, &c.

25. The water supplied by the local board need not be constantly laid on under pressure, nor shall the local board be bound at any time to lay on the supply of water at any elevation at which the

A.D. 1870.

water cannot be supplied from the service reservoir from which the supply is taken.

Providing for the repair of the Manchester, Hyde, and Mottram turnpike road damaged by the board.

26. Where the local board proceed to open or break up any portion of the Manchester, Hyde, and Mottram turnpike road for any of the purposes of this Act, the following provisions shall have effect, and so far as the same are consistent with the provisions "with respect to the breaking up of streets for the purpose of laying pipes" of "The Waterworks Clauses Act, 1847," shall be in addition thereto; and, so far as the same are inconsistent with the provisions of that Act, shall be in substitution thereof; namely,

(1.) The local board shall pay all reasonable expenses of the repair of so much of the road as may be damaged by any of their works for two years after the road shall be restored; and any subsidence or want of repair from time to time accruing after the expiration of the two years in consequence of the works of the local board shall be made good by the trustees of the said road, at the expense of the local board, not to exceed in the whole the rate of one shilling a square yard of surface so repaired:

(2.) The local board shall pay all reasonable expenses to which the trustees of the road are put on account of the superintendence of laying and relaying the main pipes under or along the said road in the township of Godley.

Providing for the supply of Newton.

27. If the township of Newton shall be formed into a separate district under "The Local Government Act, 1858," or under any Act amending the same, the following provisions shall have effect:

(1.) If the local board of the district so formed (who are in this enactment referred to as the Newton local board) within three years after the passing of this Act give notice in writing under their seal to the local board for the district of Hyde (who are in this enactment referred to as the Hyde local board) that they, the Newton local board, will themselves supply water to their district, then the powers of the Hyde local board as to such supply shall cease, when and so soon as the Newton local board shall have purchased the mains and pipes of the Hyde local board in the district of Newton, and shall have compensated the said last-mentioned local board, in accordance with the provisions herein-after contained, and thereupon the said Hyde local board shall be freed and discharged from any duties or liabilities as to supplying Newton with water:

(2.) In addition to the price to be paid for the said mains and pipes, the Newton local board shall pay to the Hyde local board such compensation as, if not agreed upon, shall be awarded as after mentioned, for any loss occasioned to the Hyde local board by reason of their ceasing to supply Newton with water:

(3.) If the two boards cannot agree as to the price and the compensation so to be paid as aforesaid, the matters in dispute shall be referred to and determined by a single arbitrator, to be named by common accord between the two boards, or in default of such accord to be named by the recorder of Manchester, upon the application of either of the said boards; and the provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration, shall, so far as they are applicable, apply to the arbitration provided for by this enactment; and the same provisions shall be deemed to be incorporated with this enactment, and in the application of the same provisions it shall likewise be deemed that both parties have concurred in the appointment of a single arbitrator:

(4.) After the payment of the amounts so agreed on or awarded, the powers of the Hyde local board to supply the district of Newton with water shall cease, and the said mains and pipes shall be the property of and shall vest in the Newton local board, and thereupon the restriction contained in the 26th section of "The Manchester Corporation Waterworks Amendment Act, 1848," as to Newton, shall cease, and the powers contained in "The Manchester Corporation Waterworks Act, 1847," with respect to the supply of water to Newton, shall be revived.

Regulations for preventing waste, &c. of water.

28. For preventing waste, misuse, undue consumption, or contamination of the water of the local board, the following provisions shall have effect; namely,—

(1.) The local board may from time to time make such byelaws and regulations as they think necessary for the objects aforesaid, to be observed by persons supplied with water:

(2.) By any such regulations the local board may direct the use, and prescribe the size, nature, strength, and materials, and the mode of arrangement, alteration, and repair of pipes, valves, cocks, cisterns, baths, soilpans, water-closets, and other apparatus or receptacles to be used by such persons for conveying, delivering, and receiving

A.D. 1870.

water, and may interdict any arrangement and the use of any pipe, valve, cock, cistern, bath, soilpan, watercloset, or other apparatus or receptacle in their judgment likely to occasion waste, nuisance, undue consumption, or contamination of water:

(3.) The local board shall not be bound under any agreement or otherwise to supply or to continue to supply water to any person, unless such regulations as are for the time being in force are duly observed by him:

(4.) In case of the failure of any person to observe such regulations as are for the time being in force, the local board may, if they think fit, after two hours notice in writing, to be left at the residence of such person, enter, and, by or under the direction of their surveyor or other authorised officer, repair, replace, or alter any pipe, valve, cock, cistern, bath, soilpan, watercloset, or other apparatus or receptacle belonging to or used by any person supplied by them; and the power of entry given by section fifteen of "The Waterworks Clauses Act, 1863," and the provisions of that section relative thereto, shall extend and apply to entry for the purpose of such repair, replacement, or alteration; and the expense of every such repair, replacement, or alteration shall be repaid to the local board by the person on whose credit the water is supplied, and may be recovered by them as damages for recovery whereof no special provision is made:

(5.) A printed copy of any byelaws or regulations, purporting to have been made by the local board, and to be certified by their clerk as a true copy, and to be sealed with the seal of the local board, shall be primâ facie evidence of such byelaws and regulations for all purposes; and it shall not be necessary to produce the original byelaws or regulations, or to prove the making or allowance thereof, or any signature or seal affixed to the copy:

Provided always, that no such byelaws shall be of any force or effect unless and until the same be submitted to and confirmed by one of Her Majesty's Principal Secretaries of State.

Rates at which local board are to supply water.

29. The local board shall, subject to the provisions of this Act, at the request of the owner or occupier, furnish to every occupier of a private dwelling house or part of a dwelling house within fifty yards of any main or other water pipe of the local board a sufficient supply of water for the domestic use of every such occupier, at a rate per centum per annum not exceeding five pounds upon the

annual value at which the premises so supplied with water shall be assessed to the poor's rate: Provided nevertheless, that the local board shall not be entitled to receive from any such owner or occupier more than the sum of ten pounds in any one year for such supply, nor shall the local board be obliged to furnish such supply to any occupier for any less sum than eight shillings in any one year when paid in advance, or ten shillings a year when not so paid: Provided also, that a supply of water for baths shall not be deemed a supply of water for domestic purposes.

Rates for waterclosets beyond the first, and for baths.

30. The local board may demand and receive for any watercloset beyond the first, and for any private bath in any private dwelling house or part of such dwelling house or appurtenant thereto, rates not exceeding the following; (that is to say,) for every watercloset beyond the first five shillings per annum, and for every bath ten shillings per annum.

Owners of groups of houses paying rates in advance to be entitled to discount.

31. If the owners of groups of dwelling houses, being not less than three in number, and the net annual value of which dwelling houses respectively shall be less than ten pounds, shall agree to pay and shall pay quarterly in advance the water rates in respect thereof for a term of not less than one year when and as such rates shall become due, whether the same shall be occupied or unoccupied, such owners shall be entitled to receive, and shall receive from the local board, at each time of payment, a discount or drawback of not less than one fifth part of every sum so paid in advance.

Valuation to be according to the assessment of the poor's rate.

32. Such water rate shall be paid by the owner or occupier requesting the supply of water, and shall be payable according to the annual value at which the premises shall be assessed to the poor's rate, if the same shall be so assessed, or if not according to the net annual value of the premises.

Supply to part of a house.

33. Notwithstanding anything in this Act or in any Act incorporated wholly or in part with this Act, the Local Board shall not be bound to supply with water a part only of any dwelling house or building which is divided into or occupied as separate tenements; and they may require, before supplying any part thereof with water, that a supply be taken for the whole dwelling house or building; but the local board may consent and agree that several houses or parts of houses in the occupation of several persons shall be supplied by one common pipe.

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34. The local board may supply any person within the limits of this Act with water, by measure or otherwise, for any purposes other than domestic purposes, on such terms as they and he agree on, but

A.D. 1870.

so that and so long as such supply do not interfere with the efficiency of the general supply for domestic purposes.

Water rent to be paid in advance.

35. The proportion of the half year's water rents payable to the local board from the period at which they contract with any person for the supply of water for domestic purposes until the next half-yearly rent-day (the half-yearly rent days being, notwithstanding anything in any Acts incorporated wholly or partially with this Act, the first day of May and the first day of November,) shall be paid in advance at the time of the making of the contract, and the full water rent for each half year shall from time to time thenceforward become due and be paid in advance on those half-yearly days as they occur.

Recovery of water rents.

36. In case any person liable to payment of any water rent neglects or refuses to pay the same for the space of seven days after demand thereof in writing by the local board, their agent or collector, by delivering the same personally to such person or to his agent, or by leaving it upon the premises in respect of which such water rent is due, any justice having jurisdiction where such person then resides, or where the water was supplied, may issue his summons to such person, requiring him to appear before two justices having jurisdiction as aforesaid at a time and place named, then and there to show cause why the sum so demanded should not be paid, and if on the appearance of such person, or in default of appearance after proof of the service of the summons, either personally or at the last-known place of abode or of business of such person, no sufficient cause is shown to the contrary, two justices having jurisdiction as aforesaid may issue their warrant of distress for the seizure and sale of the goods and chattels of such person, for the recovery of the amount proved before such justices to be due from such person.

Powers for agreements with local boards.

37. The local board or other public authority being the governing body of any district or place comprised within the limits of this Act may from time to time agree for the supply by the local board of water in bulk or otherwise for public or sanitary purposes.

Power for local board to borrow on credit of general district rates,

38. The local board may, for the purposes of this Act, from time to time borrow at interest on the credit of their waterworks and their general district rates, or upon either of those securities, such sums of money as they from time to time think requisite for the purposes of this Act, not exceeding in the whole at one time the sum of forty thousand pounds; but all mortgages granted by the local board before the passing of this Act upon the credit of the general district rates shall have priority over all mortgages granted

by the local board under this Act affecting those rates; and the mortgage to be executed to the said Thomas Mottram for ten thousand pounds, in accordance with the first condition of the agreement confirmed by this Act, shall have priority of charge upon all the property comprised therein over every other mortgage or charge affecting the same under this Act.

Commissioners Clauses Act as to mortgages incorporated.

39. The provisions of "The Commissioners Clauses Act, 1847," with respect to mortgages to be executed by the Commissioners, shall, so far as those provisions are applicable for the purposes and are not inconsistent with the provisions of this Act, be incorporated with this Act; and the several expressions "the Commissioners," and "the clerk to the Commissioners," and "the office of the Commissioners," in that Act, shall for the purposes of this Act be taken to mean respectively the local board, and their clerk, and the clerk's office.

Arrears may be enforced by the appointment of a receiver.

40. Mortgagees under this Act may enforce the payment of the arrears of interest or principal, or principal and interest, due to them, by the appointment of a receiver, and the amount in arrear in respect of principal, or principal and interest, to authorise a requisition for a receiver, shall be two thousand pounds.

Expenditure of local board charged on waterworks, district rates, &c.

41. All expenses and liabilities of the local board under and with respect to this Act, including the costs, charges, and expenses of and preliminary and incidental to the preparing, obtaining, and passing of this Act, shall be and are hereby charged on and shall be paid out of all or any of the following funds; namely, the rents and money to be received in respect of the waterworks, the general district rates, and any moneys for the time being in the hands of the local board.

Proof of debt in bankruptcy.

42. If any person against whom the local board have any claim or demand under this Act for water rent or otherwise becomes bankrupt, the clerk or collector to the local board, in all proceedings in relation to the estate of such bankrupt, may represent the local board, and act in their behalf in all respects as if such claim or demand had been the claim or demand of the clerk or collector, as the case may be, and not of the local board.

Liability to rates, &c. not to disqualify justices.

43. Any person shall not be incapable of acting as a justice in the execution in any respect of this Act by reason of his being interested in any contract under this Act for a supply of water, or being liable under this Act to the payment of any rent, rate, or other money, or by reason of his being a member of the local board.

Authentication of notices.

44. Any summons, demand, or notice, or other such document under this Act, may be in writing or print, or partly in writing and

A.D. 1870.

partly in print; and if the same requires authentication by the local board, the signature thereof by their clerk, or, as regards the water rents or rates under this Act, by their collector, shall be a sufficient authentication.

Several sums in one summons.

45. Any information, complaint, summons, order, or warrant issued for any of the purposes of this Act may contain in the body thereof, or in a schedule thereto, several names and several sums.

Costs of distress.

46. Any justice who issues any warrant of distress for any of the purposes of this Act may order that the costs of the local board of and incident to the recovery of the money to be levied shall be paid by the person liable to pay the money, and the costs shall be ascertained by the justices, and shall be included in the warrant of distress for the recovery of the money.

Penalties not cumulative.

47. Penalties imposed on the local board for one and the same offence by several Acts of Parliament shall not be cumulative, and for the purpose this Act, and any Act incorporated wholly or in part therewith, shall be deemed several Acts.

Application of penalties.

48. Every penalty imposed by this Act, or any Act incorporated with this Act, or any byelaw (except where the local board shall be the parties by whom the penalty has to be paid), shall be paid to the local board.

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

AN AGREEMENT made and entered into this fourth day of October 1869 between Thomas Mottram of Hyde in the county of Chester, gentleman, of the one part, and the Local Board for the district of Hyde aforesaid of the other part, whereby the said Thomas Mottram agrees to sell to the said Local Board, who agree to purchase from him, at the price of twenty-seven thousand seven hundred pounds, payable as herein-after mentioned, and upon the further conditions herein-after appearing:

All those five several plots or parcels of land of him the said Thomas Mottram, respectively numbered 1, 2, 3, 4, and 5 in the plan hereunto annexed, with the reservoirs erected and being thereon or on parts thereof respectively, and known as "Tinker's Reservoir," "The New Reservoir," "Arnold Hill Reservoir," "Gee Cross Reservoir," and "Godley Reservoir," situate in Hyde aforesaid and Werneth in the parish of Stockport in the said county of Chester, and in Godley in the parish of Mottram-in-Longdendale in the same county, and the house, stable, and outbuildings standing and being on the most northerly side or end of the plot of land No. 3, and which same plots or parcels of land and premises are respectively delineated in the said plan, and are therein distinguished by a red line inclosing the same respectively, and contain the several quantities of land in the said plan mentioned, together with all cuts, drains, tunnels, conduits, main and other pipes, feeders, and other aqueducts now used for conveying water to such reservoirs, and the embankments, walls, apparatus, and other works erected by the said Thomas Mottram, or his late father Thomas Mottram, for the retention of such water therein, and all the waterworks and main and branch pipes for conducting and conveying such water from the said reservoirs for the use of the inhabitants of the several townships of Hyde, Werneth, and Godley aforesaid, and Newton, in the said county of Chester, and all ways, springs, waters, watercourses, rights, privileges, easements, and appurtenances to the said land and reservoirs belonging or appertaining, or to which the said Thomas Mottram is entitled, under and by virtue of the provisions of an Act of Parliament made and passed in the first year of the reign of his late Majesty King William IV., entitled "An Act for better supplying with water the several townships of Hyde, Werneth, and Newton in the county palatine of Chester," including the right and privilege to and for the said local board or their managing waterworks committee, or any of them, and their agents, servants, contractors, and others, and if and when necessary, with horses, carts, trucks, barrows, or carriages, laden or unladen, at all times after the com-

A.D. 1870.

pletion of the purchase, to enter upon the Arnold Hill Estate and Back Bower Estate, or other lands belonging to the said Thomas Mottram, for the purpose of examining, repairing, removing, altering, or replacing with others any of the pipes, cuts, drains, tunnels, conduits, feeders, and other aqueducts, and all needful valves, gauges, apparatus, matters, and things relating thereto, for the purpose of conveying water through the same to the said reservoirs, the said local board paying and satisfying all tenants damage and all other damages or injury which may from time to time be done or occasioned to the said lands by reason of the works which may be executed by the said local board, and especially such restrictive and other rights, privileges, and benefits as the vendor, as the owner of the said waterworks, is entitled to, under or by virtue of sections 26 and 27 of "The Manchester Corporation Waterworks Amendment Act, 1848," and generally all the rights or privileges and benefits of the vendor under or by virtue of any other Act or Acts of Parliament, or under or by virtue of any deed, instrument, or document of any description (except and reserved to the said Thomas Mottram, his heirs and assigns, lessees and tenants, the right and privilege of taking water from the spring now running into a stone trough on the said Arnold Hill Estate, and shown upon the said plan, all such water as he or they may reasonably require for domestic purposes for the use of one house with the appurtenances to be erected by the said Thomas Mottram, his heirs or assigns, on the same estate at or near to the spot indicated on the said plan, and for the cattle and usual agricultural purposes on the same estate).

CONDITIONS.

1. The purchase shall be completed at the office of Messrs. Slater, Heelis, & Co. (the vendor's solicitors), in Manchester, within six calendar months after the purchasers shall have obtained the Act of Parliament herein-after provided for, at which time and place the purchasers shall pay to the vendor or his solicitors seventeen thousand seven hundred pounds in part of the said purchase money or sum of twenty-seven thousand seven hundred pounds, and shall execute to the vendor a mortgage in fee of the premises, with power of sale, and all other usual and proper powers and provisions for securing the payment to him at the end of seven years of ten thousand pounds, the remainder of the said purchase money, with interest thereon in the meantime, payable half-yearly, after the rate of four pounds ten shillings per centum per annum, and shall thereupon be let into possession or into the receipt of the rates and profits arising from the said premises and works, all outgoings in respect thereof up to that date being cleared by the vendor.

2. If, through the neglect or default of the purchasers, the purchase shall not be completed on the day before indicated, the purchasers shall pay interest at the rate of five pounds per cent. per annum to the vendor upon so much of the purchase money as shall then remain unpaid from that day until completion, and shall be entitled at such completion to the rates and profits arising from the said premises for the period for which interest is to be paid.

3. The vendor shall, within two calendar months after the purchasers shall have obtained the Act of Parliament herein-after provided for, deliver to the

purchasers or their solicitors an abstract of his title to the property, commencing as to part of the plot of land No. 1, with a feoffment from John Boardman to the said late Thomas Mottram, dated the eleventh day of May one thousand eight hundred and thirty-five, and as to the remainder of the same plot, and the whole of the said plot No. 2., with the will of the said John Boardman, dated the twenty-third day of July one thousand eight hundred and thirty-five, as to part of the said plot of land No. 3., with a conveyance in fee by lease and release from James Goodwin, otherwise Croft and others, to James Taylor, dated twenty-ninth and thirtieth July one thousand eight hundred and eight; and as to the remainder of the last-mentioned plot, with a conveyance in fee by lease and release from Jonathan Gee and others to Robert Baxter and Thomas Baxter, dated fourth and fifth August one thousand seven hundred and seventy-five, being a deed for suffering a recovery as to part of No. 4., with a conveyance in fee by lease and release from Jonathan Harrison and others to George Woolley, dated twenty-fifth and twenty-sixth August one thousand eight hundred and thirteen; and as to the plot of land No. 5., with a conveyance in fee from Samuel Ashton to the said late Thomas Mottram, dated ninth July one thousand eight hundred and fifty-five; and such commencements respectively shall be deemed satisfactory, and the purchasers shall not be at liberty to take any objections thereto, or to require any earlier title, notwithstanding any recital or notice in any of the abstracted documents of any prior deeds, wills, descents, heirships, or other matters of title. The boundaries on the north-west and south-west sides of the plot No. 4. have been straightened by a give-and-take line more than twenty years since, and no objection shall be taken on this ground. As to the general waterworks privileges, the vendor shall furnish to the purchasers a King's printers copy of the said Act of Parliament, which shall be taken in lieu of an abstract. As to any rights to collect and use water for the purposes of the waterworks, a declaration by the vendor that such collection and user has gone on uninterruptedly for twenty years shall be deemed and taken as sufficient evidence of the right being absolute.

4. The purchasers shall, within one calendar month from the delivery of the abstract and copy Act of Parliament, declare, in writing, to the vendor's solicitors their acceptance of or dissatisfaction with the title; and in case of dissatisfaction shall specify each particular objection, and in default of their so doing they shall be considered to have accepted the title; but if the purchasers shall make any requisitions which the vendor cannot or is unwilling to answer, he shall be at liberty, by a notice in writing under his hand or the hands of his solicitors, to vacate such sale, without prejudice, however, to his right to enforce the contract, if he think fit.

5. All official or other copies or extracts of or from any deeds, documents, wills, or writings, and all certificates, registers, declarations of identity or otherwise, and other evidences whatsoever (except the declaration provided for by the third condition) required by the purchasers, whether to verify the abstract or otherwise, and also the production of any deeds or other evidences whatsoever, not in the vendor's possession, whether for verification of the abstract or examination therewith, or for any other purpose whatsoever, shall be procured, made, and done at the expense of the purchasers; and all recitals or statements of deeds, instruments, descents, deaths, marriages, or other

A.D. 1870.

matters whatsoever, in any documents twenty years old or upwards, shall be deemed true and indisputable, and shall of themselves be accepted as sufficient evidence, and taken without proof in support.

6. The vendor shall not be required to produce original deeds or evidences of title not in his possession or power, and of which he shall produce attested or other authenticated copies, nor to procure covenants for the production of deeds or evidences not in his possession or power, and the purchasers shall be precluded from objecting to any covenants appearing upon the title for the production of deeds or evidences on the ground that they will not be entitled to the legal benefit thereof as assignees, by reason of the want of privity between the covenantor and the covenantee, or on the ground that the same will not run at law with the land, or otherwise howsoever.

7. The conveyance and all ancillary deeds required by the purchasers shall be prepared by their solicitors at their expense, the drafts shall be submitted to the vendor's solicitors for perusal on his behalf one month, and the ingrossments be left ten days prior to the day indicated for the completion of the purchase.

8. Such of the title deeds in the vendor's possession or power as relate exclusively to the property sold will be delivered to the purchasers on completion, but such of them as relate also to other property belonging to the vendor shall be retained by him, or the party holding the same, as security for the annuities and gross sums herein-after referred to, and the vendor shall in the conveyance, or by separate deed ancillary thereto, enter into the usual covenants for production, and giving copies thereof at the expense of the purchasers.

9. The plots of land numbered 1 and 2 respectively are parts of the Back Bower Estate, which is subject to three several annuities of twenty pounds each, and to three several gross sums of four hundred pounds each, raisable out of that estate on the deaths of the annuitants respectively; the legal estate of the property is vested in a trustee for securing these annuities and gross sums, and as the vendor may not be able to procure a release of the portion hereby agreed to be sold, he will in that case consent that one thousand six hundred pounds, part of the said sum of ten thousand pounds, shall be appropriated as the special security for these charges, and the amount so appropriated, and the income thereof, shall be considered as an indemnity against and security for the charges, and from time to time applied accordingly, and also as security for the getting in, at the vendor's expense, of the legal estate in the parts sold, and vesting the same in the purchasers.

10. The vendor shall, up to the time fixed for the completion of the purchase, and afterwards until completion thereof, in case it shall be delayed through the neglect or default of the vendor, at his own expense maintain and keep the said waterworks, and all cuts, drains, tunnels, conduits, pipes, feeders, aqueducts, embankments, walls, apparatus, main and other pipes, and all and singular other the premises intended to be included in this contract, in as good working order and condition as the same respectively now are, reasonable wear and tear alone excepted, but in that case the vendor shall be entitled to the rates and profits to the time of completion instead of interest.

11. This contract is conditional on the purchasers being able to procure, in not later than the session of 1871, an Act of Parliament authorising them to make the purchase hereby agreed upon, which Act it is hereby agreed they shall apply for and use their best endeavours to obtain.

In witness whereof the said Thomas Mottram has hereunto set his hand and seal, and the said local board have caused their common seal to be hereunto affixed, the day and year first before written.

THOMAS MOTTRAM. L.S.

L.S. Hyde Local Board.

Signed, sealed, and delivered by the said Thomas Mottram in the presence of
W. SIXSMITH BOARDMAN,
Clerk to Slater, Heelis, & Co.,
Solicitors, Manchester.

Sealed with the common seal of the said local board in the presence of
JNO. HIBBERT,
Solicitor, Hyde, and Clerk to Board.

SCHEDULE (B.)

SECTIONS of the Act 1st William 4th, cap. 52, excepted from repeal by the foregoing Act.

IV. Provided also, and be it further enacted, that nothing herein contained shall authorise or empower the said Thomas Mottram, his heirs or assigns, or any person or persons acting by or under his or their authority, to enter upon any of the lands or grounds of Thomas William Tatton, Esquire, situate in Werneth aforesaid, for any of the purposes of this Act, without the consent of the said Thomas William Tatton, his heirs or assigns, in writing, for that purpose first had and obtained.

Not to enter Mr. Tatton's lands without consent.

V. Provided also, and be it further enacted, that nothing herein contained shall authorise or empower the said Thomas Mottram, his heirs or assigns, or any person or persons acting by or under his or their authority, to enter upon any of the lands or grounds of Edward Hyde Clarke, Esquire, for any of the purposes of this Act, without the consent of the said Edward Hyde Clarke, his heirs or assigns, in writing, for that purpose first had and obtained (except such parts of the lands and grounds of the said Edward Hyde Clarke as are mentioned or referred to in the schedule hereto annexed).

Not to enter Mr. Clarke's lands without consent, except, &c.

VI. Provided also, and be it further enacted, that whenever it shall appear to the said Edward Hyde Clarke, his heirs or assigns, that any pipes laid for the

Power to remove pipes through Mr.

A.D. 1870.

Clarke's land, at his expense.

purposes of this Act in any part of his or their lands are prejudicial or inconvenient to him or them, the said Thomas Mottram, his heirs and assigns, shall, at the request in writing, costs and charges of the said Edward Hyde Clarke, his heirs or assigns, remove such pipes, and lay down the same or other pipes equally sufficient and effectual for the like purposes on such other parts of the lands of the said Edward Hyde Clarke, his heirs or assigns, as he or they shall direct; and the said Edward Hyde Clarke, his heirs and assigns, shall pay all the reasonable expenses of the removal of the said pipes, and of the laying down the same or such other pipes as aforesaid; and the same may be recovered from him or them in an action of debt in any of His Majesty's Courts of Record at Westminster.

Mr. Clarke's coal mines not to be prejudiced.

VII. Provided also, and be it further enacted, that nothing in this Act contained shall be held or construed to extend to prejudice or affect the coal and other mines now existing or hereafter to exist of the said Edward Hyde Clarke, his heirs or assigns, or the use, occupation, enjoyment, alteration, or working of the same, or any rights or privileges in respect thereof, which might have been exercised or enjoyed by the said Edward Hyde Clarke, his heirs or assigns, if this Act had not been made.

No water to be taken from Flaxfinch Brook or Higham Brook.

IX. Provided always, and be it further enacted, that nothing herein contained shall authorise or empower the said Thomas Mottram, his heirs or assigns, or any person or persons acting by or under his or their authority, to divert or convey for the purposes of this Act any water whatever from or out of certain brooks or rivulets called or known by the several names of the Flaxfinch Brook and Higham Brook.

Water not to be taken from certain streams so as to injure manufactories.

X. Provided always, and be it further enacted, that nothing herein contained shall authorise or empower the said Thomas Mottram, his heirs or assigns, or any person or persons acting by or under his or their authority, to divert or convey for the purposes of this Act such a quantity of water from or out of a certain brook or rivulet called or known by the name of the Moor Hey Brook, as thereby to prevent the owners and occupiers of any manufactories or works adjoining or near thereto, or now supplied therewith, from using and enjoying the water of the said brook or rivulet in as full and ample a manner as they have heretofore been accustomed to do.

For ascertaining the height of the water in a certain rivulet.

XI. And for the purpose of ascertaining the quantity of water flowing down the said brook, rivulet, or watercourse called the Moor Hey Brook, be it further enacted, that Thomas Cheek Hewes of Manchester in the county of Lancaster, civil engineer, shall be and he is hereby appointed engineer, and is hereby required in the first place to measure, gauge, and estimate, and by his award or awards, in writing under his hand and seal (which award or awards shall be for ever binding upon the parties respectively interested in the said water of the said brook, rivulet, or watercourse, and their respective heirs, successors, and assigns), to ascertain and determine what shall be the average quantity of water flowing down the said brook, rivulet, or watercourse, and by the said award or awards, with proper plans and sections to be thereto annexed, to ascertain, determine, and direct the situation where a proper gauge or weir shall be placed upon the said brook, rivulet, or watercourse, and the nature, construction, dimensions, and level of such gauge, so as to denote and ascertain the quantity of water which

ought to flow in the same brook, rivulet, or watercourse, at the place where such gauge shall be fixed, which quantity shall be equal to the produce of such brook, rivulet, or watercourse; and also by his said award or awards to ascertain, determine, and direct the means of guarding and protecting such gauge; and the said engineer shall within fifteen calendar months from the passing of this Act, or in the case of any appointment of a new engineer as herein-after mentioned, such new engineer within fifteen calendar months from the time of such appointment, make his award or awards in writing upon the matters and things which he is hereby authorised to ascertain, determine, and direct.

New engineer to be appointed in case of death, &c.

XII. Provided also, and be it further enacted, that in case at any time or times hereafter the said Thomas Cheek Hewes, or any engineer to be appointed as herein-after mentioned, shall die before making his award or awards, or shall neglect or refuse to act in the execution of the several powers and authorities herein-before given to him, for the space of three calendar months, another engineer shall, within four calendar months thence following, be appointed by the chairman of the general or quarter sessions of the peace for the said county of Chester, who is hereby authorised and required, on application to him, to appoint such engineer, by writing under the hand of such chairman; and such engineer shall have the same powers and authorities in all respects as if he had been originally appointed an engineer for the purposes herein in this behalf mentioned; and the award or awards of such newly appointed engineer shall be as binding and conclusive to all intents and purposes as if such award or awards had been made by the said Thomas Cheek Hewes.

Matters not determined by award to be determined by engineer afterwards.

XIII. Provided also, and be it further enacted, that in case any further matter, difference, or question shall at any time hereafter arise between the said Thomas Mottram, his heirs or assigns, and any other person interested in the water of the said brook, rivulet, or watercourse, which shall not be provided for by the award or awards which shall have been previously made in the premises, then and in every such case the matters and things then remaining to be ascertained and determined shall be ascertained and determined by the said Thomas Cheek Hewes, or the said other engineer to be appointed as and in the manner herein-before mentioned.

Gauge or weir to be made and repaired by Mr. Mottram, &c.

XIV. And be it further enacted, that such gauge or weir so ascertained, determined, and directed by the said engineer to be made and set up as herein-before mentioned, and all works for securing and protecting the same respectively, shall be made, erected, finished, and completed by the said Thomas Mottram, his heirs or assigns, within such time or respective times as the said engineer so making the said award as aforesaid shall by his said award direct or appoint, and from and after such gauge or weir and works shall be made, erected, finished, and completed as aforesaid, the said Thomas Mottram, his heirs or assigns, shall for ever afterwards maintain and keep the same in good, substantial, and perfect order, repair, and condition.

Engineer's award to be enrolled with clerk of the peace, and same or cop admitted in evidence.

XV. And be it further enacted, that every such award in writing, with the plans and sections thereunto annexed, shall be fairly engrossed, written, and drawn on parchment, and within six calendar months after the execution thereof, or as soon as conveniently may be, shall be enrolled with the clerk of the peace for the said county palatine of Chester, to the end that recourse may

A.D. 1870.

be had thereto by any person or persons interested therein, for the inspection and perusal whereof no more than one shilling shall be paid; and a copy of every such award, and of the plans and sections thereunto annexed, or any part thereof respectively, signed by the clerk of the peace for the time being for the said county palatine, or his deputy, and purporting to be a true copy, shall from time to time be made and delivered by such clerk of the peace for the time being, or his deputy as aforesaid, to any person or persons requesting the same, for which no more shall be paid than sixpence for every sheet of one hundred words of such copy of the said award; and every such award, plans, and sections, and each copy of the same, or any part thereof respectively, signed as aforesaid, shall at all times be admitted and allowed in all courts whatsoever as legal evidence; and every such award, plans, and sections, and all matters and things therein contained, shall to all intents and purposes be binding and conclusive, except where some proviso is therein contained to the contrary, unto and upon all parties and persons concerned or interested in the same.

Expenses of awards, &c. to be paid by Mr. Mottram.

XVI. Provided always, and be it further enacted, that all the charges and expenses of the said engineer so appointed, or to be appointed as aforesaid, and of his appointment, and also the costs and charges of making and enrolling every such award as aforesaid, and the plans and sections to be annexed thereto as aforesaid, or the execution of the several directions hereinbefore contained touching the same water, or anywise relating thereto respectively, shall be paid and borne by the said Thomas Mottram, his heirs or assigns.

Restraining Mr. Mottram from using water arising on Back Bower Farm.

XVII. Provided always, and be it further enacted, that nothing in this Act contained shall authorise or empower the said Thomas Mottram, his heirs or assigns, or any person or persons acting by or under his or their authority, to divert, take, or use for the purposes of this Act a certain spring of water arising in a farm or tenement in Hyde aforesaid, called the "Back Bower Farm," by which the reservoir belonging to the mill of Mister Joseph Horsfield, in Hyde aforesaid, is supplied with water; nor shall it be lawful for the said Thomas Mottram, his heirs or assigns, or any person or persons acting under his or their authority, in the exercise of the powers of this Act, prejudicially to affect the passage of the brook or stream by which the water of the said spring has been accustomed to flow and to be conveyed from the said farm to and into the said reservoir of the said Joseph Horsfield.

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