ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. cviii.

An Act for enabling the Local Board of Health for the Borough of *Lancaster* to construct and maintain an improved System of Waterworks for the Supply of the Borough and of adjacent Places with Water; to authorize certain Street Improvements in the Borough of *Lancaster*; and to give Powers of Sale or Mortgage over *Lancaster Marsh*; and for other Purposes.

[23d *June* 1864.]

WHEREAS under a Provisional Order of the General Board of Health, dated the 17th Day of *July* 1849, and the Public Health Supplemental Act, 1849, confirming the same, the Mayor, Aldermen, and Burgesses of the Borough of *Lancaster*, by the Council of the Borough, are the Local Board of Health for the District of that Borough: And whereas the existing Water Supply under the Control of the said Mayor, Aldermen, and Burgesses as such Local Board of Health (herein-after called "the Board") is insufficient for the Purposes of the Public Health Acts, and for private Use, and is otherwise inadequate to the Requirements

of the Borough of *Lancaster* (to which the Term "the Borough" when herein-after used refers), and it is expedient that the Board should be enabled to construct and maintain an improved System of Waterworks to supply the Borough with Water: And whereas divers Townships and Places situate without the Borough, but adjacent thereto, and on or near the Lines of the existing or proposed Pipes or Conduits and other Waterworks of the Board, could be supplied with Water therefrom with great public Advantage: And whereas it is expedient that the Board should be empowered to improve the Streets in the Borough called respectively *Market Street* and *Meeting House Lane*: And whereas it is expedient that for the Purposes aforesaid the Board should be empowered to take Lands, Streams, and other Property compulsorily or by Agreement: And whereas

15 & 16 Vict. c. lxvii. 18 & 19 Vict. c. xlii.

by The *Lancaster* Waterworks and Gas Act, 1852, and The *Lancaster* Waterworks and Gas Amendment Act, 1855, (which Acts respectively are herein-after called the Act of 1852 and the Act of 1855,) the Board were empowered to construct certain Waterworks and to raise Money on Mortgage of the Rates leviable under those Acts or under The Public Health Act, 1848: And whereas an Act was passed in the Session of the Thirty-sixth Year of King

36 G. 3. c. 11. (*Pub.*)

George the Third, intituled *An Act for embanking, draining, and otherwise improving a certain Stinted Pasture called* Lancaster Marsh *in the County Palatine of* Lancaster, to which Act the Term "the Marsh Act" when herein-after used refers: And whereas it was by the Marsh Act recited that there was within the Borough and Township of *Lancaster* in the County Palatine of *Lancaster* a certain Stinted Pasture called *Lancaster Marsh*, containing Two hundred and ten Acres or thereabouts, which was frequently overflowed by the Sea, and was also subject to Land Floods, and in its then present State yielded but very little Profit, but was capable of great Improvement: And whereas it was by the same Act further recited that the Mayor, Bailiffs, and Commonalty of the Vill or Town of *Lancaster* were seised in Fee of the said Marsh, subject to certain Rights of Grass or Cattle Gates thereon: And whereas it was by the same Act further recited that it would be for the Advantage of the several Persons interested in the said Marsh if the same were to cease being a Common Pasture, and in lieu thereof if the said Marsh were enclosed and properly embanked, drained, or otherwise improved, and the Rents and Profits to arise therefrom paid and applied from Time to Time to and for the Use and Benefit of the several Persons who were or should be interested in the said Marsh: And whereas the Marsh Act proceeded to extinguish the aforesaid Common Rights, and to vest the said Marsh, herein-after called "the Marsh," in the Mayor, Bailiffs, and Commonalty of the Vill or Town of *Lancaster* aforesaid, now the Mayor, Aldermen, and Burgesses of the Borough of *Lancaster* (herein-after called "the Trustees"), as Trustees for

enclosing,

enclosing, embanking, draining, and otherwise improving the Marsh, and for executing the Act, and provided for the Sale by the Trustees of Part of the Marsh for Payment of the Expenses of the Execution of the Act, and for Investment of surplus Money arising from any such Sale, and empowered the Trustees to mortgage the Marsh for Payment of the Expenses if they thought it more advisable, and directed them to enclose, embank, and drain the Marsh, and from Time to Time to maintain the Banks, and to construct or cause such Works to be constructed as they should think proper for effectually draining, preserving, and improving the same, and empowered them to grant Leases for Twenty-one Years, and provided for the Application of the Rents and Profits: And whereas those Provisions of the Marsh Act, of which the Effect is herein-before recited, and such other Provisions thereof as are material for the Purposes of this Act, are set forth in Schedule A. to this Act: And whereas in order to enable the Trustees to pay off existing Encumbrances on the Marsh, and to render it more available for building and other useful Purposes, it is expedient that they should have full Powers of dealing with certain Parts thereof by way of Sale or Mortgage: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: And whereas Plans and Sections showing the Lines, Situation, and Levels of the proposed Waterworks and other Works to be authorized by this Act, and describing the Lands, Springs, Streams, and Waters required to be taken for such Waterworks and other Works, and for the other Purposes of this Act, and a Book of Reference thereto describing all such Lands, Springs, Streams, and Waters as aforesaid, and containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers thereof respectively, have been deposited with the Clerk of the Peace for the County Palatine of *Lancaster*, which Plans, Sections, and Book of Reference are herein-after referred to as the deposited Plans, Sections, and Book of Reference: 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:

Preliminary.

Short Title. **1.** This Act may be cited as "The *Lancaster* Local Board of Health Act, 1864."

Interpretation of Terms. **2.** In this Act—

The Term "The Public Health Acts" means The Public Health Act, 1848, the Acts passed before the Year 1858 amending the same, and The Local Government Act, 1858, and the Acts subsequently passed amending the same:

The

The Term "Court of competent Jurisdiction," or any other like Expression, 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:

The several Terms to which Meanings are assigned by the Acts wholly or partly incorporated by this Act have in this Act the same respective Meanings.

Provisions of Public Health Acts incorporated.

3. Subject to the express Provisions of this Act, this Act shall be executed by the Board, with the Powers and Indemnities and according to the Provisions of the Public Health Acts, and those Acts shall, in relation to the Board and the several Purposes of this Act, be read and construed as if the Purposes and Provisions of this Act were Purposes and Provisions of the Public Health Acts, and those Acts shall be incorporated with this Act.

Lands and Waters.

Power to take Lands.

4. Subject and according to the Provisions of this Act and of the Acts incorporated herewith, the Board may take and use the Lands described in the deposited Plans and Book of Reference, or any of them, or any Right or Easement in or over those Lands, or any of them, but such Power shall not extend to any Right or Easement in or over any Water.

8 & 9 Vict. c. 18. and 23 & 24 Vict. c. 106. incorporated.

5. The Lands Clauses Consolidation Act, 1845, and The Lands Clauses Consolidation Acts Amendment Act, 1860, shall, so far as the Provisions of those Acts are applicable for the Purposes and are not inconsistent with the Provisions of this Act, be incorporated with this Act, and the Provisions of those Acts relative to Lands shall extend and apply to Easements, but not to Easements in or over any Water. In the Construction of those Acts in connexion with this Act the Terms "the Promoters of the Undertaking" and "the Company" respectively therein used shall be taken to mean the Board.

Limitation of Time.

6. The Powers of the Board for the compulsory Purchase or taking of Lands (except for Street Improvements), Springs, Streams, Waters, and Rights of Water for the Purposes of this Act shall not be exercised after the Expiration of Two Years from the passing of this Act.

Additional Lands and Waters.

7. The Board may from Time to Time purchase by Agreement for extraordinary Purposes, and may hold, in addition to the Lands described in the deposited Plans and Book of Reference, any Quantity of Land not exceeding in the whole at any One Time Ten Acres, and

may

may also from Time to Time purchase by Agreement any such Right or Easement over any such additional Lands, and any such additional Springs, Streams, and Waters, or Rights of Water, as they may think requisite for the Purposes of this Act.

Power to Board to sell Lands.

8. All Lands, Water, Rights, Easements, and Property acquired by the Board under this Act may be retained and used, and any Portion thereof not required for the Purposes of this Act may be sold and disposed of by the Board for the Benefit of the District of the Borough.

Reservation of Water Rights, &c. on Sale.

9. On any Sale by the Board of any such Lands, Waters, Rights, Easements, or Property, the Board may reserve to themselves all or any Part of the Water or Water Rights, and other Easements belonging thereto, and may make the Sale subject to such Reservation accordingly, and also subject to such other Reservations, special Conditions, Restrictions, and Provisions with respect to Use of Water, Exercise of noxious Trades, or Discharge or Deposit of Manure, Sewage, or other impure Matter, as they think fit.

Confirmation of Agreement respecting Lands and Waters of H. Garnett.

10. The Articles of Agreement made on the Twenty-second Day of *December* One thousand eight hundred and sixty-three between *Henry Garnett* Esquire and the Board, which are set forth in Schedule B. to this Act, are hereby confirmed, and all the Provisions thereof, so far as they relate to Matters to be hereafter done and performed, shall be as binding and effectual on, in favour of, and against both Parties thereto as if they had been expressly enacted by this Act.

Saving Rights of H. Garnett.

11. Nothing in this Act or in the said Articles of Agreement shall take away or affect any Rights now vested in or exerciseable by the said *Henry Garnett* under or in virtue of any former Agreement with the Board, or any Act of Parliament relating to the Board.

Waterworks.

Power to construct Waterworks.

12. Subject and according to the Provisions of this Act, the Board may, on any Lands taken by them under this Act or otherwise belonging to them, and in the Lines and according to the Levels and within the Limits of Deviation shown on the deposited Plans and Sections, from Time to Time execute, construct, and maintain the Lines of Pipes or Conduits, Reservoirs and Waterworks, and Works connected therewith, shown on the deposited Plans, comprising the following; namely,

First. An Aqueduct, Conduit, or Line of Pipes commencing in the Township of *Over Wyersdale* in the Parish of *Lancaster*

at a Spring or Stream on *Tarnbrook Fell*, called or known as *Thrush Clough Stream*, at or near a Point between *Little Hell Crag* and *Dimples Breast*, and terminating in the Township of *Quernmore* in the same Parish at or in the Building, Reservoir, or Gauge Basin upon *Appletree Fell* belonging to the Board;

Second. An Aqueduct, Conduit, or Line of Pipes in the Township of *Scotforth* and Parish of *Lancaster* commencing by a Junction with the existing Aqueduct or Main Pipe belonging to the Board at or near the Bend of the Highway Fifty-three Yards or thereabouts North of *Conder* Mill, and terminating by a Junction with the Reservoir or Filter Bed next herein-after mentioned;

Third. A Reservoir or Filter Bed in the last-mentioned Township on a certain Allotment or Field on the North-east Side of and adjoining the Highway leading from the Town of *Lancaster* to *Over Wyersdale* aforesaid, and opposite to the Road leading from the said Highway to *Langthwaite* Farmhouse, which Allotment or Field belongs to the Trustees of a Charity in *Lancaster* aforesaid, called *Heysham*'s Charity, and is in the Occupation of *Charles Rowe*;

Fourth. An Aqueduct, Conduit, or Line of Pipes in the same Township commencing at the last-mentioned Reservoir or Filter Bed, and terminating by a Junction with the existing Aqueduct or Main Pipe of the Board in the last-mentioned Highway at or near the Point where it is intersected by the Highway or Road leading from the Village of *Scotforth* in the said Township of *Scotforth* to *Caton* in the said Parish of *Lancaster*;

Fifth. An Aqueduct, Conduit, or Line of Pipes commencing by a Junction with the existing Conduit or Pipe of the Board in *Parliament Street* within the Borough at or near a Point opposite the Dwelling House in the Occupation of Mr. *Thomas Gardner*, and terminating in the Highway leading from *Lancaster* aforesaid to *Poulton-le-Sands* in the said County at or near a Point in the Township of *Skerton* in the said County Twenty Yards Westward of the Lodge at *Lune Villa*;

Sixth. An Enlargement or Extension of the existing Compensation Reservoir of the Board for the Purpose of receiving and impounding the Water of the River *Wyre* and the Tributaries thereof, situate in the said Township of *Over Wyersdale* aforesaid upon the River *Wyre* at or near *Abbeystead*, commencing at or near the existing Embankment or Weir at the West End of the said Reservoir, and extending up the said existing Reservoir and the said River in an easterly Direction to a Point Eight hundred Yards or thereabouts from the said existing Embankment or Weir measured in a straight Line from the Centre thereof;

Seventh. A Fish Pass or Escape in the said Township of *Over Wyersdale* commencing by a Junction with the last-mentioned Reservoir, and terminating by a Junction with the River *Wyre* at or near the South Abutment of the Foot Bridge over that River near the Foot of the said existing Embankment or Weir; with all necessary or proper Weirs, Embankments, Sluices, Aqueducts, Cuts, Catchwater and other Drains, Filtering Beds, Machinery, Waste Gates, Gauges, Regulating Basins, Approaches, and Conveniences connected with the before-mentioned Aqueducts, Pipes, Conduits, and Reservoirs, and other Works, or any of them.

Restrictions as to altering Mains, &c. of Lancaster Gas Company.

13. In constructing the Works fifthly mentioned in this Act the Board may require to interfere with the Mains or Pipes of the *Lancaster* Gas Company. In exercise of such Power the Board shall be subject to the following Restrictions:

The Board shall cause as little Detriment or Inconvenience as Circumstances reasonably admit to the Gas Company. The Board shall give to the Gas Company at least Forty-eight Hours Notice in Writing, stating the Alteration in Position required of any Gas Mains or Pipes, and immediately after the Expiration of such Notice the Gas Company shall proceed with and complete the Alterations required; but if the Gas Company refuses or neglects or delays to execute or complete the Work specified in such Notice, the Board shall be at liberty to perform the same:

The Board shall pay all reasonable Expenses incurred by the Gas Company in execution of such Work, and in case of Difference between the Board and the Gas Company as to the Amount thereof, the Sum to be paid shall be ascertained by a single Arbitrator conversant with Gas Work, to be named by the Town Clerk for the Time being of the Borough of *Preston*.

Power to Board to take and impound Water and divert Streams.

14. For the Purposes of this Act the Board may from Time to Time, after the Enlargement or Extension herein mentioned of the existing Compensation Reservoir, but not before, take the Waters of the following Streams, Brooks, or Springs shown on the deposited Plans or any of them; namely, the *Dimples Spring*, the *Thrush Clough Stream*, the *Little Hell Crag Springs*, the *Thorn Crag Springs*, the *Tarnsyke Stream*, the *Tarnsyke* or *Old Mill Spring*, and the *Ward Stone Springs*, and the Stream or Streams flowing down *Thrush Clough*, *Tarnsyke Clough*, and *Stick Close Beck* respectively, which will be intercepted by the Aqueduct, Conduit, or Line of Pipes first herein-before described, and may draw off and use the same, and for the Purposes aforesaid may divert and alter the Course of any such Stream, Brook, or Spring as aforesaid to the Extent and in the Manner shown on the deposited Plans; and the

Board

Board may from Time to Time take so much of the Water of the River *Wyre* as will be intercepted by the said Compensation Reservoir when and as the same is enlarged or extended under this Act, and may impound, draw off, and dispose of the Water so intercepted and taken for the Purposes, to the Extent, and in the Manner herein provided.

Obligation on Board to enlarge Compensation Reservoir.

15. And whereas the Board, in accordance with the said Act of 1852, gave Notice that Three hundred thousand Gallons was the utmost daily Quantity of Water which the Board wished to have the Power of drawing off, and the Board also erected a Compensation Reservoir at or near to *Abbeystead* in *Over Wyersdale* aforesaid: And whereas *Peter Ormrod* now is or claims to be the Owner of *Dolphinholme*, *Clevely*, and *Scorton* Mills, *Henry Garnett* of *Corless* Mill, *William Bashall* of *Garstang* Mill, and the Representatives of *Thomas Butler Cole* deceased of *Kirkland* Mill, in the said Act of 1852 mentioned: The Board, to the reasonable Satisfaction of the respective Owners, Lessees, and Occupiers for the Time being of the before-mentioned Mills, or of such of those Mills as now or for the Time being exist (which Owners, Lessees, and Occupiers are hereinafter called "the Millowners"), shall, within Three Years after the passing of this Act, make such Enlargement or Extension of the Compensation Reservoir as herein-before is authorized, to the end that the same may be of such additional Water Capacity as to be at all Times sufficient to contain such additional Quantity of Water as herein-after specified, and shall furnish the same Compensation Reservoir, as and when so enlarged or extended, with proper and sufficient Gauges, Works, and Conveniences, and shall for ever repair, maintain, and keep in good Order and Condition the same Compensation Reservoir as and when so enlarged or extended, and such Gauges, Works, and Conveniences, and shall for ever maintain and preserve such Compensation Reservoir, as and when so enlarged or extended, of such Water Capacity as aforesaid.

Provision for determining Quantity of Water to be taken by Board.

16. Within Four Months after the passing of this Act the Board shall give Notice in Writing to the Millowners, stating the utmost additional daily Quantity of Water which the Board wish to have the Power of drawing off, or permitting to be drawn off, from such Springs and Streams as have been already taken by them, and as are authorized to be taken by them compulsorily under this Act, or any of them, for all the Purposes of this Act, exclusive of the Supply to the Compensation Reservoir, and such utmost additional daily Quantity shall be a Quantity not more than Four hundred thousand Gallons, as the Board think fit.

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Water Capacity of Compensation Reservoir.

17. The Compensation Reservoir as and when enlarged or extended under this Act shall be for ever maintained by the Board of a Water Capacity sufficient to contain and to admit of there being drawn off therefrom One hundred and twenty Times the Amount of the utmost additional daily Quantity so stated by the Board, in addition to the Quantity of Water which, under or by virtue of the said Act of 1852, the existing Reservoir ought now to contain, but if the Board fail so to state within such Four Months such utmost additional daily Quantity, then such additional Water Capacity shall be sufficient to contain Forty-eight million Gallons: Provided always, that the Sill of the Fish Pass or Escape to be constructed in the said Reservoir shall be considered as the Top-water Level of the Reservoir, and the Water Capacity of the Reservoir be estimated by reference to such Top-water Level.

Provision for Supply of Water to Reservoir during Enlargement.

18. The Board shall at all Times during the Construction of the proposed Compensation Reservoir and Works (except during One single Period of Sixty-two consecutive Days after the Commencement of such Part of the proposed Works as will necessarily interfere with the Storage Capacity of the Reservoir) continue and preserve to and for Use at the said Mills of the Millowners a Supply of Water equal in Quantity to the Supply which, under the said Act of 1852 and the Agreement of the 12th Day of *May* 1852 thereby confirmed, ought to be provided for the Compensation Reservoir, and in case of such Supply being, by reason of any of the Works of the Board, lessened in Quantity (except during such Period as aforesaid) will on Demand make to the Millowners and every of them full Compensation for all consequent Damages sustained by them respectively: Provided always, that the Computation of such Sixty-two Days as aforesaid shall be suspended for any Period or Periods during which such Part of the proposed Works may be unavoidably delayed by Flood Waters which shall commence in such Period of Sixty-two Days, and which cannot be passed through the existing Valves or Sluices of the Reservoir without Pressure.

Limit of Water to be drawn off by Board from Streams specified in this Act, &c.

19. The Board shall not at any Time draw off or permit to be drawn off in any consecutive Twenty-four Hours, reckoned from Midnight, from such Streams and Springs as have been already taken by them, and as are authorized to be taken by them compulsorily under this Act, or any of them, for all or any of the Purposes of this Act, exclusive of the Supply of Water to the Compensation Reservoir, any additional Quantity of Water exceeding One One hundred and twentieth Part of the Quantity which the additional Water Capacity for the Time being of the Compensation Reservoir is sufficient to contain and to admit of being drawn off therefrom.

Compensation Reservoir to be kept clean.

20. The Board shall use their best Endeavours at all Times to secure to the Occupiers of the said several Mills the full Benefit of the Supply of Water to be provided for by the Compensation Reservoir, and in order to prevent Diminution of the Water Capacity thereof by the washing into it of Gravel, Silt, or other Matters shall construct, at a proper Point or proper Points above the Compensation Reservoir, such Works and Conveniences as shall be fully adequate to stop all such Gravel, Silt, or other Matters, and shall from Time to Time duly remove and carry away the same, and in all other respects keep clear the Channels by which the Supply of Water is to flow into the Compensation Reservoir, and shall cleanse and keep cleansed the said Reservoir, and shall furnish to the said Millowners respectively correct Plans and Sections for showing and ascertaining the Water Capacity of the said Reservoir; and in case the Board shall, at any Time or Times for Two Calendar Months after the Millowners or any of them shall have given to the Board written Notice in that Behalf, neglect to duly remove and carry away the Matters so stopped, and in all other respects to clear the said Channels, or neglect to duly cleanse the Compensation Reservoir, and by reason of such Neglect the Water Capacity of the Compensation Reservoir shall become diminished by Two hundred and fifty thousand Cubic Feet or more, it shall be lawful for the Millowners or any of them to remove and carry away all or any of the Matters so stopped, and to clear, either wholly or partially, all or any of the said Channels, and to cleanse, either wholly or partially, the said Reservoir, or to perform any of such Acts; and the Board shall upon every such Occasion repay to such Millowner or Millowners as shall execute the Work all Expenses incurred by him or them in or about any such Matters, to be recovered, together with full Costs of Suit, in any Court of competent Jurisdiction, in addition to all Remedies which the said Millowners may have either under this or any other Act or Acts of Parliament, or at Law or in Equity, by reason of any such Neglect: Provided always, that during the cleansing of such Reservoir the Board shall not incur any Liability to the Millowners by reason of the Loss of Water therefrom.

Board, under 15 & 16 Vict. c. lxvii., to provide Water Gauge.

21. All the Water that shall be taken by the Board under the said Act of 1852 and this Act respectively shall be brought into the existing Gauge Basin on *Appletree Fell*, and such a Gauge and such other Works and Conveniences as shall be sufficient and proper to ascertain and show the total Quantity of such Water drawn off by or by the Permission of the Board in each consecutive Twenty-four Hours shall be fixed and maintained by the Board at the aforesaid Gauge House, and shall be of such Dimensions and Form as shall be agreed upon by the respective Engineers for the Time being of the said Millowners and the Engineer for the Time being of the Board,

or, in case of their Disagreement, by such Umpire as they shall appoint, the reasonable Charge of such Umpire to be paid by the Board.

Power to Millowners to ascertain Quantity so drawn off.

22. The Board shall at all Times afford to the Millowners, or such of them as from Time to Time require the same, and to their respective Agents in that Behalf, the full and free Access to and Use of such Gauge, Works, and Conveniences as are proper and sufficient for ascertaining and showing the Quantity of Water from Time to Time so drawn off by or by the Permission of the Board, and shall furnish to them respectively, to be kept by them respectively, Keys of such Gauge Works and Conveniences as shall be kept under Lock and Key, and all other proper and sufficient Facilities in that Behalf.

Control of Flow of Water from Compensation Reservoir.

23. So long as the Millowners agree among themselves as to the Regulation of the Flow of Water from the Compensation Reservoir to and for Use at the Mills, they shall have the entire Management and Control of such Flow as the irrevocable Delegates of the Board, the Board providing a Valvesman and paying his Wages, and the Board shall be discharged from any Liability to them or any of them in respect of such Regulation; but if and when the said Millowners differ among themselves, and Notice in Writing by any One or more of them of such Difference be given to the Board, the Regulation of such Flow shall devolve upon and be placed under the Management of the Board, who shall at all Times regulate the Flow of Water from the Compensation Reservoir towards the Mills to the reasonable Satisfaction of the Millowners, and they and each of them may at all Times ascertain the Quantity of Water flowing into and out of and remaining in the same, and for such Purposes shall have the full and free Use of the Gauges and other Apparatus and Conveniences of and connected with the Compensation Reservoir, and the Board shall, whenever so required, afford to them respectively all proper and sufficient Facilities in that Behalf: Provided always, that if at any Time thereafter the Millowners shall agree among themselves as to the Regulation of such Flow of Water, the entire Management and Control of such Flow of Water shall revert to the Millowners until they shall again disagree, and so on *toties quoties*, or else, at the Option of the Millowners, the Board may from Time to Time, by Agreement with the Millowners, delegate to them the Regulation of such Flow of Water for such Time and on such Terms and Conditions as shall be mutually agreed on, and may for that Purpose confer on or delegate to them such Powers and Authorities as may be requisite.

Remedy of Millowners in case Board

24. In case the Board shall fail to regulate the Flow of Water from the Compensation Reservoir towards the Mills to the reasonable Satisfaction

fail to regulate Flow of Water to Mills.

Satisfaction of the Millowners, as provided by Section 13 of the Act of 1852 and Section 23 of this Act, or either of them, (except during such Period as the Board shall in the Manner provided by this Act, or by the Act of 1852, and the Agreement thereby confirmed, for the Time being be discharged from their Liability with respect to such Regulation,) then and in such Case the Millowners or any of them may proceed against the Board for the Performance of their Agreement, or for any Damage which they or he may sustain by reason of the Board having failed to regulate the Flow of Water to the reasonable Satisfaction of the Millowners as aforesaid.

Nothing to prejudice Agreement between Board and Millowners, confirmed by Act of 1852.

25. Nothing in this Act shall prejudicially affect the Agreement, dated the 12th Day of *May* 1852, entered into between the Board and the Millowners with respect to the Site, Construction, Capacity, and Maintenance of the Compensation Reservoir, and the Supply of Water to the Mills, which was by the Act of 1852 confirmed and directed to be carried into effect.

Millowners not entitled to further Compensation if Board takes additional Streams to meet Deficiency.

26. If at any Time the Board find that they are unable to obtain an additional daily Water Supply of Four hundred thousand Gallons, or of such less Number of Gallons as is within such Four Months stated by them as such utmost additional daily Quantity as aforesaid, from such Springs, Streams, or Waters as they have already taken, and as they are empowered to take compulsorily under this Act, and they take under this Act by Agreement any additional Springs, Streams, or Waters in order to make up the Deficiency of the Water Supply, the Millowners shall, nevertheless, not be entitled by reason thereof to require any further Supply of Water to the Compensation Reservoir than that which is provided for by the Act of 1852 and this Act, or to obtain from the Board any Compensation in Water or otherwise in respect of the taking by the Board of such additional Springs, Streams, or Waters: Provided always, that whenever and so long as the Board shall again be able to obtain the additional daily Water Supply of Four hundred thousand Gallons, or of such less Number of Gallons as shall within such Four Months be stated by them as such utmost additional daily Quantity as aforesaid, then and in such Case, and so often and so long as the same shall happen, all such additional Springs, Streams, and Waters as may have been taken by the Board by Agreement for the Purposes of this Section in order to make up the Deficiency of the Water Supply shall be again permitted to flow into the River *Wyre* above the said Compensation Reservoir.

Saving Rights of Owners of the Lee Estates.

27. Nothing in this Act contained shall in anywise repeal, alter, vary, take away, or affect Section 6 of the *Lancaster* Waterworks and Gas Act, 1852, with respect to the Supply of Water to the Mill

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therein mentioned, nor shall this Act or anything herein contained in anywise take away, alter, or affect any Rights now vested in or exerciseable by the Owners or Occupiers for the Time being of the Higher, Middle, and Lower *Lee* Estates or Farms in *Over Wyersdale* aforesaid under or by virtue of any Agreement or Agreements with the Board, or any Act of Parliament relating to the Board, (except so far as such Rights, or any of them, are varied by this Act, or are inconsistent with the Purposes or Provisions of this Act,) without the Consent in Writing of such Owners or Occupiers.

Right of Fishing in Reservoir reserved to R. Garnett.

28. The Right of fishing in the Reservoir at *Abbeystead* reserved to the said *Robert Garnett*, his Heirs and Assigns, by the Act of 1852, shall extend and apply to the said Reservoir when enlarged under the Powers of this Act.

10 & 11 Vict. c. 17. and 26 & 27 Vict. c. 93. incorporated.

29. The Waterworks Clauses Acts, 1847 and 1863, shall, so far as the Provisions of those Acts are applicable for the Purposes and are not inconsistent with the Provisions of this Act, be incorporated with this Act.

Vertical Deviation in case of Compensation Reservoir.

30. Whereas the Enlargement and Extension of the Compensation Reservoir for the Purpose of making the same capable of containing the Quantity of Water as herein-before provided will render necessary a Deviation from the deposited Plans and Sections: Therefore the Board may deviate vertically from the Level of that Reservoir as shown on those Plans and Sections to any Extent which may become necessary for such Enlargement and Extension.

Vertical Deviation.

31. In the Construction of any of the said Works (except the Compensation Reservoir) the Board may deviate vertically from the Level thereof as shown on the deposited Plans and Sections to any Extent not exceeding Three Feet.

Limits of lateral Deviation on Roads.

32. Where the Line of any Works as shown upon the deposited Plans passes along any Highway, Turnpike or other Road, Bridge or Street, and no Limits of lateral Deviation are shown on the deposited Plans, the Board may in making the Works deviate laterally from the Line thereof as laid down on the deposited Plans to the Extent of the Boundaries of such Highways, Turnpike or other Road, Bridge or Street respectively.

Time for Completion of Waterworks.

33. The Works herein-before authorized shall be completed within Ten Years after the passing of this Act, and on the Expiration of that Time the Powers by this Act given to the Board for the Construction of those Works, or in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed; but nothing

nothing herein shall be taken to restrict the Board from executing Works for the Distribution of Water, or extending, enlarging, altering, or removing any of their Mains and Pipes from Time to Time as Occasion may require.

Water Supply.

Grants of Easements to remain valid, notwithstanding greater Quantity or other Water made to pass along the Conduits.

34. All Grants of Easements made to or other Rights vested in the Board for or in respect of the Passage of Water through or along any Lands or Highways by means of the Aqueducts, Conduits, or Pipes by the Act of 1852 authorized, shall remain valid and operative notwithstanding that the Water to be passed through or along such Aqueducts, Conduits, or Pipes shall be greater in Quantity, or shall be derived from other and different Sources, than the Water in respect of which such Easements or Rights respectively were granted.

Level for Supply.

35. The Board shall not be bound to furnish a Supply of Water in any House at a Level higher than that at which Water can be supplied by Gravitation from the Service Reservoir for the District in which such House is situate.

Supply for domestic Purposes not to be interfered with.

36. No Person shall have from the Board a Supply of Water for other than domestic Purposes whenever and as long as such Supply interferes with the proper Supply of Water for domestic Purposes under this Act.

Regulations for preventing Waste of Water.

37. For preventing Waste, Misuse, or undue Consumption or Contamination of the Water, the Board may from Time to Time make such Regulations as they think necessary to be observed by Persons supplied with Water, and may from Time to Time alter or revoke any such Regulations.

Extent of Regulations.

38. By any such Regulations the Board may direct the Use, and prescribe the Size, Nature, Strength, and Materials, and the Mode of Arrangement, Alteration, and Repair, of the Pipes, Valves, Cocks, Cisterns, Baths, Soil Pans, Waterclosets, and other Apparatus or Receptacle, or any of them, to be used by such Persons respectively for conveying, delivering, and receiving Water, and may interdict any Arrangement and the Use of any Pipes, Valves, Cocks, Cisterns, Baths, Soil Pans, Waterclosets, and other Apparatus or Receptacle which in their Judgment will be likely to occasion Waste, Misuse, undue Consumption, or Contamination of the Water.

Cesser of Supply on Breach of Regulations.

39. The Board shall not be bound, under any Agreement or otherwise, to supply or to continue to supply Water to any Person so long as such Regulations as are for the Time being in force are not duly observed by him.

40. In

Repair, &c. by Board on Failure of Person supplied.

40. In case of the Neglect or Refusal of any such Person to observe such Regulations as are for the Time being in force, or any of them, the Board may after Twenty-four Hours Notice in Writing, and by or under the Direction of their duly authorized Officer, repair, replace, or alter, or cause to be repaired, replaced, or altered, any Pipe, Valve, Cock, Cistern, Bath, Soil Pan, Watercloset, or other Apparatus or Receptacle belonging to or used by any Person supplied by them, and the Expense of every such Repair, Replacement, or Alteration shall be repaid to the Board by the Person on whose Credit the Water is supplied, and may be recovered by them as Damages for the Recovery of which no special Provision is made.

Rents due from Owner may be recovered from Occupier.

41. When the Owner of any Property has been charged for Water Rent in respect thereof, and the Water Rent remains unpaid for the Space of Three Months, the Board may recover the Amount of such Rent from the Occupier of such Property by Distress and Sale of his Goods and Chattels, in like Manner as Rates may be recovered by the Board from the Occupier of any Property liable to be rated; but an Occupier shall not be required to pay, nor shall his Goods and Chattels be distrained for, any further Sum than the Amount of Rent due from him at the Time of the Demand made upon him for such Amount of Water Rent, or which shall, after such Demand and Notice not to pay the same to his Landlord, at any Time accrue and become payable by him, unless he refuses, on Application being made to him for that Purpose by or on behalf of the Board, truly to disclose the Amount of his Rent, and the Name and Address of the Person to whom such Rent is payable, but in all Cases the Burden of Proof that the Sum demanded from an Occupier is greater than the Rent due by him at the Time of such Notice, or since accrued, shall nevertheless be upon such Occupier.

Occupier refusing to give Name of Owner liable to Penalty.

42. If the Occupier of any Property, on being requested by or on behalf of the Board to state, refuses or wilfully omits to state, or wilfully mis-states to the Board or their Collector, the Name of the Owner of such Property, or of the Person receiving or authorized to receive the Rents of the same, any Justice, on Oath made before him of such Request and of such Refusal or wilful Omission or Mis-statement, may summon such Occupier to appear at the Time and Place mentioned in such Summons before such Justice, and if he refuses or neglects to attend at such Time and Place, or if he attends and does not show good Cause to the Justices then present for such his Refusal or wilful Omission or Mis-statement, such Justice (upon Proof, in case of Neglect or Refusal to attend, of due Service of the Summons) may impose upon him a Penalty not exceeding Five Pounds.

43. If

Occupier may recover Money paid for Rents due from Owner, or deduct from Rent.

43. If the Amount of any Water Rent which ought to be paid by the Owner of any Property is paid by the Occupier of such Property, or levied on his Goods and Chattels, then the Owner at the Time of such Payment or Levy shall reimburse the Occupier, and the Occupier may deduct the Sums paid or levied, together with the Costs of the Distress (if any) paid by him, from any Rent due or to become due from him in respect of such Property, and the Payment shall be a good Discharge for such Occupier against such Owner for so much Money as he pays in the Manner directed by this Act, or sustains the Loss of by reason of any such Distress, or such Occupier may recover the same from such Owner by Action in any Court of competent Jurisdiction.

Owners of certain Classes of Houses may compound for Rents.

44. If the Owner of any Dwelling House the yearly Rent or Value whereof does not exceed Seven Pounds, or which, whatever may be the annual Value thereof, is let to weekly or monthly Tenants or in separate Apartments, is desirous of paying reduced Water Rents by the Year for the same, whether occupied or not, the Board may compound with such Owner for the Payment of all the Water Rents in respect of such Dwelling House at any Sum not being less than Two Thirds of the annual Water Rents for the same; and all such Compositions shall be entered in the Books of the Board, and shall be recoverable in like Manner as Water Rents may be recovered.

Agreements for Water Supply.

Confirmation of Agreement as to Water Supply with Morecambe Board.

45. The Agreement entered into between the Board and the Local Board of Health for the District of *Poulton*, *Bare*, and *Torrisholme*, herein-after called the *Morecambe* Board, for a Supply of Water, which Agreement is set out in Schedule C. to this Act, is hereby confirmed, and all the Provisions thereof shall be as binding and effectual on, in favour of, and against both Parties thereto as if they had been expressly enacted by this Act.

Extension of Powers of Morecambe Board.

46. The *Morecambe* Board shall have Power to supply Water for other than domestic Purposes within their District on such Terms, and by Measure or otherwise, as may be agreed on between them and the Person supplied, and for the Purposes of the present Section they shall have all such Powers and Authorities with respect to the Supply of Water for other than domestic Purposes as by virtue of the Public Health Acts or otherwise they have with respect to the Supply of Water for domestic Purposes; and the Waterworks Clauses Act, 1863, shall be incorporated with this Section with reference to the *Morecambe* Board and the Supply of Water by them by virtue of this Section, and Section Eleven of the Act of 1855 shall also be incorporated with this Section.

47. No

Supply for domestic Purposes not to be interfered with.

47. No Person shall be entitled to have from the *Morecambe* Board a Supply of Water for other than domestic Purposes whenever and as long as such Supply interferes with the proper Supply of Water by that Board for domestic Purposes under this Act.

Power to Morecambe Board to levy Rates.

48. The *Morecambe* Board may and shall from Time to Time levy such Rates as may be requisite to enable them to pay the Water Rents made payable to the Board by the said Agreement, and such other Monies as they may become liable to pay under the said Agreement, and to give full Effect to the Terms and Conditions and proper Incidents thereof.

Rates may be retrospective, &c.

49. Those Rates may be included in the General District Rates levied by the *Morecambe* Board, or may be levied separately therefrom, as that Board from Time to Time think fit, and may be levied by such quarterly or other Payments as that Board from Time to Time think fit, and may be made and levied either prospectively in order to raise Money for Payment of future Expenses, or retrospectively in order to raise Money for past Expenses, or in part prospectively and in part retrospectively, as that Board from Time to Time think fit.

Further Power to Morecambe Board.

50. The *Morecambe* Board shall have and be entitled to the same Powers, Rights, Authorities, and Remedies as are conferred upon the Board by Section 35 and by Sections 37 to 44 inclusive of this Act.

Confirmation of Agreement as to Water Supply in Skerton.

51. The Agreement entered into between the Board and the Guardians of the Poor of the *Lancaster* Union for a Supply of Water in the Township of *Skerton*, which Agreement is set out in Schedule D. to this Act, is hereby confirmed, and all the Provisions thereof shall be as binding and effectual on, in favour of, and against both Parties thereto as if they had been expressly enacted by this Act.

Powers of Board and Rights of Inhabitants in Skerton.

52. The Board shall have within the Township of *Skerton* all the like Powers and Authorities with respect to the laying down of Mains and Pipes, and constructing Works for Water Supply, and with respect to the Supply of Water, as they have in the Borough; but nothing in the recited Acts or this Act or any Act incorporated therewith respectively shall be deemed to entitle any Person to demand from the Board a Supply of Water within that Township otherwise than under and according to the said Agreement.

Fowers of Board in Scotforth.

53. The Board shall have within the Township of *Scotforth* all the like Powers and Authorities with respect to the laying down of Mains and Pipes, and constructing Works for Water Supply, and with respect to the Supply of Water, as they have in the Borough; but nothing in

in the recited Acts or this Act or any Act incorporated therewith respectively shall be deemed to entitle any Person to demand from the Board a Supply of Water within that Township otherwise than by Agreement.

Saving for Powers of Board as to Supply beyond the Borough.

54. Nothing in this Act or in any Agreement confirmed by this Act shall prejudicially affect the Powers of the Board under the Acts of 1852 and 1855 in relation to the Supply of Water in any Place beyond the District of the Board.

Street Improvements.

Power to widen, &c. Streets named.

55. Subject and according to the Provisions of this Act, the Board may, on any Lands taken by them under this Act or otherwise belonging to them, and in the Lines and according to the Levels and within the Limits of Deviation shown on the deposited Plans and Sections, from Time to Time execute such Improvements in the Streets of the Borough as are shown on the deposited Plans; namely,

First. The widening, Diversion, and Improvement of *Market Street* between the *King's Arms* Hotel and the Point where it joins *Fenton Street* and *Castle Hill*;

Second. The widening, Diversion, and Improvement of *Meeting House Lane* between the Junction thereof with *Fenton Street* and *Market Street* and the Bridge carrying the Lane over the Railway,

with all necessary or proper Works connected with the Improvements aforesaid, or any of them.

Powers for compulsory Purchases limited.

56. The Powers of the Board for the compulsory Purchase or taking of Lands for the Purposes of the Street Improvements shall not be exercised after the Expiration of Three Years from the passing of this Act.

Time for Completion of Street Improvements.

57. The Street Improvements aforesaid shall be completed within Five Years from the passing of this Act, and on the Expiration of that Time the Powers by this Act given to the Board for the Execution of those Works, or in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Purposes for which Lands of G. Marton, Esq. may be taken.

58. The Board shall not be entitled to take Lands belonging to *George Marton* Esquire, situate in *Meeting House Lane* aforesaid, by compulsory Purchase for any other Purpose than the actual widening of that Lane and Construction of Footpaths.

Borrowing Powers.

Power to borrow on Mortgage.

59. The Board, in addition to any Money which independently of this Act they are authorized to borrow, may from Time to Time borrow

borrow at Interest on the Credit of the Water Rents, Rates, and Property accruing to or leviable by or belonging to them under the Acts of 1852 and 1855 and this Act and the Public Health Acts, or under any of those Acts, or on the Credit of any of those Securities, together or separately, such further Sums, not exceeding in the whole Fifteen thousand Pounds, as they from Time to Time think requisite for the Purposes of this Act, and may mortgage such Water Rents, Rates, and Property to secure the Payment of the Money so borrowed with Interest accordingly.

10 & 11 Vict. c. 16. as to Mortgages incorporated.

60. The Provisions of The Commissioners Clauses Act, 1847, with respect to the Mortgages to be executed by the Commissioners, shall, so far as the same are not varied by the Act of 1852 or the Act of 1855 or this Act, be incorporated with this Act, and shall be construed as if the Words "the Board" had been inserted therein instead of the Word "Commissioners," or, where any Act is required or authorized to be done by or to a certain Number of Commissioners, as if the Words "the Board" had been inserted therein instead of such Number of Commissioners.

As to Repayment of Money borrowed.

61. The Board shall either pay off the Money borrowed under this Act by annual or other Instalments within Forty Years reckoned from the Expiration of Five Years after the passing of this Act, or else appropriate as a Sinking Fund every Year, beginning with the Expiration of the same Period of Five Years and continuing until the Money borrowed is fully paid off, such Sum as together with the Accumulations thereof will in the Period of Forty Years reckoned from the Expiration of the Period of Five Years amount to a Sum sufficient to pay off the Money borrowed, and such Sinking Fund shall be invested, accumulated, and applied according to the Provisions of Section 84 of The Commissioners Clauses Act, 1847.

Power to reborrow.

62. Where the Board pay off any Money by such Instalments or Sinking Fund as herein-before directed, their Powers of borrowing under this Act shall, to the Extent of the Money so paid off, be determined, but they may from Time to Time reborrow any Money paid off otherwise than by such Instalments or Sinking Fund.

Borrowing Powers not restricted by Public Health Acts.

63. The borrowing Powers of the Board under this Act shall not be restricted by any of the Provisions of Section 57 of the Local Government Act, 1858, nor shall Money borrowed under this Act be reckoned in the Calculation of the Amount which may be borrowed by the Board under that Section.

Rates to be increased to meet borrowing.

64. After any Money is borrowed under this Act, the Estimate for and the Amount raised by the General District Rates shall comprise

comprise the Sums for the Time being required for the Payment of Interest or Repayment of Principal on or in respect of the Money borrowed.

Application of Money borrowed.

65. The Board shall apply every Part of the Money borrowed under this Act only to the Purposes of this Act.

Priority of Mortgages.

66. Mortgages granted by the Board before the passing of this Act shall have Priority over Mortgages granted under this Act.

General Provisions.

Recovery of Monies by Board.

67. All Water Rents and Sums due to the Board on any account under this Act, and all Costs, Damages, Penalties, and Expenses by this Act directed to be paid to them, may be levied and recovered in the same Manner in all respects as Monies payable to the Board under the Public Health Acts may be levied or recovered, and Proceedings for the Recovery thereof may be taken in the Name of any Officer of the Board, and the Remedies of the Board under this Enactment shall be in addition to their other Remedies for the Recovery thereof.

Recovery of Sums owing to Board.

68. Whenever any Person neglects to pay any Water Rent or Sum due under this Act to the Board, the Board may recover the same, with full Costs of Suit, in any Court of competent Jurisdiction, and the Remedies of the Board under this Enactment shall be in addition to their other Remedies for the Recovery of such Rent or Sum.

As to Recovery of Sums under 50*l.*

69. Nothing in this Act shall prevent the Board from recovering any Sum of Money not exceeding Fifty Pounds due to them for Water Rent or otherwise under this Act in such Manner as is by Law provided for the Recovery of Debts not exceeding Fifty Pounds.

Penalties not cumulative.

70. Penalties imposed by several Acts for the same Offence shall not be cumulative, and for this Purpose this Act and the Acts incorporated herewith or referred to herein shall be deemed several Acts.

Application of Penalties.

71. The Justices by whom any pecuniary Penalty is imposed under this Act shall, where the same is payable by any Person or Corporation other than the Board, and the Application thereof is not otherwise provided for, award the same to the Board.

Several Names in

72. Any Number of Names or Sums may be included in any Information, Summons, Warrant of Distress, or Notice obtained or given

given by the Board for any of the Purposes of this Act, and may be stated either in the Body of the Information, Summons, Warrant, or Notice, or in a Schedule thereto. One Warrant, &c.

73. Any Warrant of Distress may order that the Costs of the Proceedings for the Recovery of the Water Rent or Sum to be paid shall be paid by the Person liable to pay such Water Rent or Sum, and the Costs shall be ascertained by the Justice issuing the Warrant, and shall be included in the Warrant of Distress for the Recovery of the Water Rent or Sum. Costs of Distress.

74. The Forms given in Schedule D. and Schedule E. to The Public Health Act, 1848, may be used for the Purposes of this Act, with such Variations as may be necessary for referring to this Act, and for rendering them applicable to those Purposes. Forms of Public Health Act may be used.

75. Any Summons, Demand, or Notice, or other such Document under this Act, may be in Writing or Print, or partly in Writing and partly in Print, and if the same requires Authentication by the Board the Signature of the Clerk of the Board shall be a sufficient Authentication. Authentication of Notices.

76. The Books of the Board, and all Entries made therein in manner by this Act or any of the Acts incorporated herewith directed, shall be received as Evidence by virtue of this Act. Books to be Evidence.

77. Any Person shall not be disqualified for being, continuing, or acting as a Member of the Board by reason of his being concerned in any Contract entered into by the Board for a Supply of Water or for the Sale of any Land for the Purposes of this Act, or of his being a Proprietor of or interested in any Newspaper in which Advertisements are inserted for the Board, unless as a Member of the Board he discusses, acts, or votes on any Question touching any Matter in which he is directly or indirectly concerned, and in that event, and immediately thereupon, he shall become disqualified and cease to be a Member of the Board, but the Validity of any Act of the Board shall not be affected by any Person becoming or having become so disqualified. Contracts for Supply of Water, &c., not to disqualify Members of Board.

78. 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 Water Rent or other Money. Liability to Rents, &c. not to disqualify Justices.

Saving for general Powers of Board.

79. Nothing in this Act shall prejudicially affect any of the Powers, Rights, Privileges, or Authorities vested in the Board by the Public Health Acts, but all such Powers, Rights, Privileges, and Authorities may be exercised and enjoyed by the Board in as full and ample a Manner as if this Act had not been passed.

Former Acts and this Act to be as One Act.

80. The Acts of 1852 and 1855 respectively shall remain in force as they respectively are in force at the passing of this Act, save so far as they are expressly repealed or varied by this Act, or are inconsistent with the Provisions of this Act, and to the Extent to which those Acts so remain in force they shall be incorporated with this Act, and shall be read and have Effect together with this Act as One Act.

The Marsh.

Power of Sale over Marsh.

81. The Trustees may from Time to Time sell all or any of such Part or Parts of the Marsh as are comprised in the Allotments or Parcels shown on the Plan of the Marsh (as divided by *W. Johnson* in the Year 1796) attached to the Trustees Book of Proceedings kept pursuant to Section 9 of the Marsh Act, and numbered on such Plan 14 to 28, both inclusive.

Mode of Sale.

82. Any such Sale may be made either by Public Auction or by Private Contract, and the Trustees may make any Stipulations as to Title or Evidence, or Commencement of Title or otherwise, in any Conditions of or Contract for Sale, and may buy in, or, in case of Default by the Purchaser, rescind any Contract for Sale and resell.

Provisions of 5 & 6 W. 4. c. 76. as to Sales of Corporate Property to apply to this Act.

83. The Power of Sale herein-before contained shall only be exercised subject and according to the Restrictions and Provisions of Section 94 of the Act of the Session of the Fifth and Sixth Years of King *William* the Fourth (Chapter 76), "to provide for the Regu-" lation of Municipal Corporations in *England* and *Wales*," or of any Act or Acts amending such Section, but a Purchaser shall not be bound or entitled to inquire whether or not the Sale to him is made in conformity with the Provisions of the present Section.

Vesting of Land in Purchaser.

84. Land sold under the Power aforesaid shall, upon the Payment of the Purchase Money for the same, be conveyed to the Purchaser by the Council of the Borough under the Common Seal of the Borough.

Execution of Deeds, &c.

85. For effectuating any such Sale the Trustees may from Time to Time execute and do all such Assurances and Things as they think fit.

86. The

Application of Proceeds of Sale.

86. The Trustees shall apply the Money produced by any such Sale in the Manner and Order following, and not otherwise:

First. They shall defray thereout the Expenses attending the Sale:

Second. They shall defray thereout the Expenses of the Execution of the Marsh Act, and of the Execution of this Act as far as it relates to the Marsh:

Third. They shall invest the Surplus, if any, in the Name of the Trustees in some of the Public Stocks or Funds of *Great Britain*, with Power to the Trustees from Time to Time to vary or transpose such Stocks or Funds into or for others of the same or a like Nature, or in the Purchase from Time to Time of Freehold Lands situate in the County of *Lancaster*, to be conveyed to the Trustees upon the Trusts of the Marsh Act, or in both or either of those Modes.

Application of Income of Investments.

87. The Trustees shall apply the Dividends, Rents, and Income arising from any such Stocks, Funds, or Lands in like Manner as the Rents and Profits received by them from the Marsh are by the Marsh Act directed to be applied.

Power to sell out Investments.

88. The Trustees may from Time to Time sell out and transfer any Part or Parts of such Stocks or Funds, whenever they may think it necessary or proper to do so, for the Purpose of raising Money for defraying the Expenses of the Execution of the Marsh Act, or of the Execution of this Act as far as it relates to the Marsh, and shall apply the Money so raised accordingly and not otherwise.

Power to borrow on Mortgage.

89. The Trustees may from Time to Time raise any Money that may be required for better effectuating the Objects of the Marsh Act, and of this Act as far as it relates to the Marsh, on Mortgage of the Lands for the Time being subject to the Provisions of the Marsh Act.

Execution of Mortgage Deeds, &c.

90. For the Purposes of any such raising of Money and Mortgage the Trustees may from Time to Time execute and do all such Assurances and Things as they think fit.

Protection of Title of Mortgagee.

91. A Mortgagee advancing Money on any Mortgage purporting to be made under the Power herein-before contained shall not be bound to see that any such Money is wanted, or that no more than is wanted is raised.

Power to pay off Mortgage Debts out of Produce of Sales.

92. Notwithstanding anything herein-before contained, the Trustees may apply any Money arising by any such Sale as aforesaid in or towards paying off or discharging any Mortgage or other Charge for the Time being affecting all or any Part of the Marsh.

93. The

Trustees Receipts to be Discharges.

93. The Receipts of the Trustees for any Money becoming payable on any such Sale as aforesaid, or advanced by any Mortgagee on any Mortgage purporting to be made under the Power herein-before contained for the raising of Money on Mortgage, or for any other Money paid or any Stocks or Funds transferred to the Trustees under or in the Execution of any of the Powers of this Act as far as it relates to the Marsh, shall effectually discharge the Person paying or transferring the same respectively therefrom, and from being bound to see to the Application, or being answerable for the Loss, Non-application, or Misapplication thereof.

Saving for Provisions of Marsh Act.

94. Nothing in this Act shall prejudicially affect any Power or Authority given to the Trustees by any of those Provisions of the Marsh Act which are set forth in Schedule A. to this Act.

Permanent Power of improving Marsh vested in Trustees.

95. The Provisions of the Marsh Act comprised in the Section thereof numbered Five in the same Schedule shall be deemed to be of a permanent Character, and the Powers of that Section are hereby declared to be capable of Execution from Time to Time by the Trustees accordingly.

Incorporation of certain Provisions of Marsh Act.

96. The Provisions of the Marsh Act comprised in the Sections thereof numbered respectively Nine, Eleven, and Twelve in the same Schedule shall extend and apply to this Act as if those Sections were here re-enacted, and as if the Expression "this Act" therein used referred to and meant the present Act, and as if the Queen's most Excellent Majesty were in Section Twelve mentioned instead of the King's most Excellent Majesty.

Expenses of Act.

Costs of Act to be paid by Board.

97. All the Costs, Charges, and Expenses attending to the preparing, applying for, and passing of this Act, or preliminary or incidental thereto, shall be paid by the Board out of any Money now in their Hands, or to be received by them under this Act or any Act incorporated herewith.

The

The SCHEDULES to which the foregoing Act refers.

SCHEDULE A.

Parts of the Marsh Act referred to in Preamble of the foregoing Act.

Right of Cattle Gates to cease and the Marsh to be vested in Trustees.

[Section 1.] May it therefore please Your Majesty that it may be enacted; and be it enacted by the King'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, That from and after the passing of this Act all Right of Grass or Cattle Gates and all other Right of Common of Pasture in, upon, and over the said Marsh shall cease and be for ever extinguished, and that the said Marsh shall from henceforth be vested in the Mayor, Bailiffs, and Commonalty of the said Vill or Town of Lancaster, for ever freed and discharged of and from all Right, Title, and Interest whatsoever which any Person or Persons, Body Politic or Corporate, had in the same or any Part thereof (except as herein-after is mentioned or excepted), in trust nevertheless for the Purposes herein-after mentioned.

Appointing Trustees for carrying the Act into execution.

[Section 2.] And be it further enacted, That the said Mayor, Bailiffs, and Commonalty are hereby appointed Trustees for enclosing, embanking, draining, and otherwise improving the said Marsh, and for putting the several Powers and Authorities given and granted by this Act into execution, and the said Trustees shall and are hereby authorized and required, as soon as conveniently can be done, to set out such Quantity or Parcel of the said Marsh as in their Judgment will, by the Sale thereof, produce a Sum of Money sufficient to pay and defray all the Charges and Expenses attending the obtaining and passing of this Act, and of carrying the same into execution, and shall cause the Land so to be set out to be sold by public Auction, in such Manner as they shall think proper, for the best Price that can be gotten for the same, and that the Lands so to be sold shall, after Payment of the full Purchase Money for the same, be vested in Fee Simple in the Purchaser or Purchasers thereof, and shall be conveyed to and vested in him or them by the said Trustees under the Common Seal of the said Mayor, Bailiffs, and Commonalty by virtue of this Act, but no such Sale as aforesaid shall be made unless Fourteen Days Notice thereof at least shall be affixed on the principal Door of the Parish Church in the said Town of Lancaster, and the like Notice advertised in some Newspaper published in the said County appointing the Time and Place for such Sale, and that all the Money arising from such Sale shall be applied by the said Trustees in defraying the several Charges and Expenses attending such Sale, the passing of this Act, and carrying the same into execution; and in case there shall be any Surplus of the Money arising by such

Who may sell Land to defray the Expenses.

If any Surplus Money

the same to be invested in the Funds.

such Sale after all the Charges and Expenses aforesaid are fully defrayed and paid, the same shall be placed out in some of the Public Funds in the Names of the said Mayor, Bailiffs, and Commonalty, and the Dividends or annual Produce thereof shall from Time to Time be applied and disposed of in like Manner as the Rents and Profits which shall be received by the said Trustees from the said Marsh are herein-after directed to be paid or applied: Provided nevertheless, that the said Trustees may and are hereby authorized and empowered to sell out or dispose of and transfer the Stock or Fund in or upon which the said Surplus shall be laid out as aforesaid, either together or in Parts, whenever they shall think necessary or proper, for the Purpose of raising Money towards defraying any future Charges or Expenses of carrying this Act into execution.

Trustees may raise Money by Mortgage.

[Section 3.] Provided always, and be it further enacted, That in case the said Trustees shall think it more advisable to raise Money for defraying the Charges and Expenses aforesaid by Mortgage of the said Marsh, or any Part thereof, it shall be lawful, by Writing under the Common Seal of the said Mayor, Bailiffs, and Commonalty, to convey or assign the said Marsh or any Part thereof to the Person or Persons who shall advance such Money, his, her, and their Executors, Administrators, and Assigns, for any Term or Number of Years, subject to Redemption upon Repayment of such Money, with Interest for the same, and every such Mortgage, Conveyance, or Assignment shall be valid and effectual, and all the Money so to be raised shall be applied in manner aforesaid.

Trustees to embank and drain the Marsh.

[Section 5.] And be it further enacted, That the said Trustees shall and are hereby authorized and directed to cause the said Marsh to be enclosed and fenced off from any other Lands or Grounds where necessary, and also to be embanked and drained in such Manner as they shall think fit, and that the Banks so to be made by the said Trustees shall be of such Dimensions as they shall think proper for the Purpose of preventing the said Marsh from being overflowed either by the Sea or by Land Floods; and the said Trustees shall support and maintain the said Banks from Time to Time, and shall cause all such Cuts, Channels, Dykes, Drains, Locks, Sluices, Engines, and other Works on, in, through, and out of or from the said Marsh, as they shall think proper, for effectually draining, preserving, and improving the same, and keep all such Works in good Repair.

Trustees may divide the said Marsh into Fields.

[Section 6.] And be it further enacted, That the said Trustees may by interior Fences or Ditches divide the said Marsh into such Number of Fields or Enclosures, of such Proportions and in such Manner and Form, as they shall from Time to Time think proper, and it shall be lawful for the said Trustees from Time to Time to let the whole or such Part or Parts of the said Marsh (except such Part as shall have been sold as aforesaid) from Year to Year, or for such longer Term as they shall think proper, not exceeding Twenty-one Years in possession and not in reversion, and may (if they think fit) grant and execute any Lease or Leases under the Common Seal of the said Mayor, Bailiffs, and Commonalty of all or any Part of the Land, before or after the same shall be divided into Fields or Enclosures as aforesaid, to any Person or Persons who shall be willing to take the same for any Term or Number of Years, not exceeding Twenty-one Years as aforesaid, under the best yearly improved Rents that can be reasonably had or got for the same, and under such Reservations, Covenants, Provisoes, Conditions, and Agreements as the said Trustees shall think proper, and all such Leases so granted shall be

valid

valid and effectual in the Law to all Intents and Purposes; and the Rents and Profits received by the said Trustees from the said Marsh shall from Time to Time (after deducting thereout all Taxes, Charges, and Assessments already imposed or hereafter to be imposed upon the said Marsh, Fields, or Enclosures, or any of them, or any Part thereof, and also all Costs, Charges, Disbursements, and Expenses attending the Execution of the Trust reposed in the said Trustees by this Act,) be paid to and amongst the Persons who for the Time being would have been entitled to Grass or Cattle Gates or any other Right or Interest upon, in, or from the said Marsh in the same Shares and Proportions as they would have been entitled to in case the same Marsh had continued to be a Stinted Pasture in the uncultivated State it was previous to the passing of this Act.

Application of the clear Rents and Profits.

[Section 7.] Provided always, and be it further enacted, That the said Trustees shall and are hereby authorized and required, out of the Money to arise by virtue of this Act, yearly and every Year, from and after the passing of this Act, to pay to every Person who would have been entitled to any of the said Rights of Grass or Cattle Gates in case this Act had not been made such Sum of Money as they shall judge to be the annual Value of such Rights respectively immediately before the passing of this Act, so that the same be not less in any Year than Two Pounds and Two Shillings, which Payment shall be made upon such Day in the Month of May or June in every Year as the said Trustees shall think proper, and shall continue until, by the Division of the Rents and Profits of the said Marsh as aforesaid, a greater annual Sum shall be payable to every such Person.

The present Value of the Common Rights to be paid to the Owners thereof, until the Profits of the Land exceed such Value.

[Section 9.] And be it further enacted, That all Accounts, Orders, and Proceedings of the said Trustees touching the Execution of this Act shall be entered in a Book which they are hereby directed to provide and keep for that Purpose, and such Accounts, Orders, and Proceedings shall be signed by the Trustees who shall be present, or the major Part of them, when any such Orders were made or Proceedings had, which said Book shall at all seasonable Times be open to the Inspection of all Persons interested in the said Marsh, who may take Copies thereof or Extracts therefrom without Fee or Reward, and such Book being so signed as aforesaid shall and may be produced and read in Evidence in all Suits, Actions, or Controversies whatsoever touching anything done in pursuance and by Authority of this Act.

For entering the Proceedings of the Trustees in a Book.

[Section 11.] Saving always to the Mayor, Bailiffs, and Commonalty of the said Vill or Town of Lancaster all Right and Interest whatsoever in or to any Mines of Copper, Lead, and Iron Ores, and in and to all Mines of Coal, and Quarries of Stone and Slate, and all other Manorial Rights whatsoever, which they had and enjoyed or were entitled to before the passing of this Act.

Saving the Rights of the Corporation of Lancaster.

[Section 12.] Saving also to the King's most Excellent Majesty, His Heirs and Successors, and all and every other Person and Persons, Bodies Politic and Corporate, His and their Heirs, Successors, Executors, and Administrators, all such Estate, Right, Title, Interest, Claim, and Demand (other than the Rights of Grass or Cattle Gates upon the said Marsh, and all such other Rights as are meant and intended to be barred and destroyed by this Act,) which they, every or any of them, could or might have had and enjoyed or would have been entitled to of or in the said Marsh in case this Act had not been made.

General Saving of Rights.

SCHE-

SCHEDULE B.

Agreement with Henry Garnett, Esquire.

ARTICLES of AGREEMENT made the Twenty-second Day of December One thousand eight hundred and sixty-three between Henry Garnett of Wyerside in the County Palatine of Lancaster, Esquire, of the one Part, and the Mayor, Aldermen, and Burgesses of the Borough of Lancaster in their Capacity of the Local Board of Health for the District of the said Borough (herein-after called the Local Board) of the other Part.

Whereas the Local Board intend to apply to Parliament in the now next Session for an Act authorizing them to increase their Water Supply from their present Quantity of Three hundred thousand Gallons per Day to any Quantity not exceeding Seven hundred thousand Gallons per Day, and also to supply adjacent Places, and have deposited with the Clerk of the Peace of the County of Lancaster Plans, Sections, and a Book of Reference relating to such Application: And whereas the said Henry Garnett is the Owner of Lands and Waters which it will be proposed by the Bill to give the Local Board Power to take and use, and the Local Board and the said Henry Garnett are desirous of obviating the Necessity for his opposing the Bill: Now therefore, in the event of the Local Board obtaining the Sanction of Parliament, and determining to increase their Water Supply from the present Quantity of Three hundred thousand Gallons per Day to any Quantity not exceeding Seven hundred thousand Gallons, it is hereby mutually agreed between the said Henry Garnett, the Owner of Land and Water Springs in Wyersdale which will be required for that Purpose, and the said Mayor, Aldermen, and Burgesses, as the Local Board, as follows:

1. In consideration of a Rent of One hundred Pounds per Annum the said Henry Garnett, so far as he lawfully can or may, and so far as his own Estate and Interest are concerned, will grant to the Local Board the Right and Permission to extend their Pipes to and take such additional Supply of Water, so that the whole Quantity taken do not exceed Seven hundred thousand Gallons per Day, from the whole or any of the Springs and Streams on Dunkenshaw and Tarnbrook Fells shown on the said deposited Plans, and including the following, namely, Dimples Spring, Thrush Clough Stream, the Little Hell Crag Springs, the Thorn Crag Springs, the Tarnsyke Stream, the Tarnsyke or Old Mill Spring, and the Ward Stone Springs, and also the Stream or several Streams flowing down Thrush Clough, Tarnsyke Clough, and Stick Close Beck respectively on the aforesaid Fells, all in the Township of Over Wyersdale, such Rent to be charged and payable in the Manner herein-after mentioned.

2. In taking the Water from the said several Springs and Streams the Local Board will take care that a sufficient Quantity be left running down the Brooks for the Use of the Flocks and Herds depasturing the open and other Lands adjoining and surrounding the same, and for agricultural Purposes,

poses, and the Pipes shall be laid and the Supply drawn off in such Manner as effectually to secure that Object.

3. In laying the Pipes and executing the Works no Damage shall be done to the Herbage which can be reasonably avoided.

4. The Rent to be so secured and payable shall be accepted and taken by the said Henry Garnett as Compensation to him for the taking by the Local Board of all the Land upon the said Henry Garnett's Abbeystead Estate required for enlarging the Compensation Reservoir, for the Right of quarrying and taking Stone from Bank Wood, and Clay and other Materials from his the said Henry Garnett's Fells, for the laying of Pipes, for the Purposes mentioned in Article 1, upon Dunkenshaw and Tarnbrook Fells, for laying of additional Pipes on Abbeystead Fell, and for the Repair, Maintenance, and Renewal of such Pipes respectively, and Construction of new Works upon Abbeystead Fell, Land necessary for the Construction of all new Works upon the Fells, and for all Damage sustained or to be sustained by the said Henry Garnett in relation to those several Matters.

5. On the Completion of the said Works, or, at the latest, within Three Calendar Months thereafter, the Local Board will restore the Land from whence Materials have been taken or Earth or Soil excavated, as nearly as Circumstances will admit, to the State and Condition in which it was before the Commencement of the Works, and will leave the Quarries, which may be worked by them in and for the Execution of the Works, in good workable Condition.

6. The said Henry Garnett will pay or will indemnify the Local Board, their Successors and Assigns, against any Claim by and Compensation to the respective Tenants of the Land for Damage sustained by them respectively by reason of the Execution of the Works of the Local Board.

7. The Local Board will at their own Expense construct and at all Times thereafter maintain in good State and Condition an efficient Fish Escape at the Abbeystead Reservoir, according to Plans to be approved by the Salmon Fisheries Commissioners.

8. The said Rent or yearly Sum of One hundred Pounds shall be paid in perpetuity by the Local Board to the said Henry Garnett and his Successors in Title and Estate, and shall be charged upon the Rates and other Sums from Time to Time raised, levied, or taken by the Local Board under Powers and Provisions of any Act or Acts for the Time being in force authorizing them to raise and levy Rates, or to charge and take Rents for or in respect of Water Supply, and shall be payable by equal half-yearly Payments on the First Day of January and the First Day of July in every Year, the First half-yearly Payment to become due and be made on the First Day of January One thousand eight hundred and sixty-five, and shall be recoverable by him and them by Distress and Sale of the Monies, Goods, and Chattels whatsoever of the said Local Board, and by Action, Plaint, or other Proceeding in any Court of competent Jurisdiction: Provided, that if the Local Board require Possession of the Land the Subject of this Agreement before the First Day of July One thousand eight hundred and sixty-four, the said Henry Garnett will permit them to take possession thereof on the Terms of being paid a proportionate Part calculated after the Rate of One Half of the said Rent or Sum of One hundred Pounds for the Time intervening between the Time of taking

possession and the said First Day of July One thousand eight hundred and sixty-four.

9. The proposed Act shall contain a Clause or Clauses for confirming and giving effect to this Agreement, which shall be scheduled to the Act, and for preserving the Rights of the said Henry Garnett under any former Agreement or Act of Parliament.

10. In consideration of the Premises, the said Henry Garnett will assent to the Introduction and passing of the said Bill into an Act.

11. In case, from any Cause whatever, the Local Board should, before the intended Act is obtained, determine not to increase their Water Supply, this Agreement, except as to Article (13), shall be void.

12. On the Requisitions of either Party hereto such formal Deeds or other Instruments as may be required for giving full Effect hereto to be prepared, and in case of Difference settled, by John Bullar, Esquire, Barrister-at-Law, shall be duly executed by both Parties.

13. All the Costs and Expenses of and incident to the Preparation and Execution of those Deeds and Instruments, if any, and of this Agreement, shall be borne and paid by the Local Board.

In witness whereof the said Henry Garnett hath hereunto set his Hand and Seal, and the Local Board have hereunto caused their Common Seal to be affixed, the Day and Year first above written.

Signed, sealed, and delivered by the above-named Henry Garnett in the Presence of
JOHN SHARP, Solicitor, Lancaster.

L. S.

HENRY GARNETT.

The Common Seal of the above-named Mayor, Aldermen, and Burgesses affixed in the Presence of
THOM SWAINSON, Town Clerk, Lancaster.

L. S.
The Common Seal of the Mayor, Aldermen, and Burgesses of the Borough of Lancaster.

GEORGE JACKSON, Mayor.

SCHE-

SCHEDULE C.

Agreement with Local Board of Health of Poulton, &c.

ARTICLES of AGREEMENT made the Tenth Day of December in the Year of our Lord One thousand eight hundred and sixty-three between the Mayor, Aldermen, and Burgesses of the Borough of Lancaster in their Capacity of the Local Board of Health within and for the District comprised within the Borough (herein-after called the Lancaster Board) of the one part, and the Local Board of Health for the District of Poulton, Bare, and Torrisholme, (herein-after called the Morecambe Board) of the other part:

Whereas by The Lancaster Waterworks and Gas Act, 1852, whereby the Lancaster Board were authorized to make and maintain Waterworks, and to supply Water within the Borough of Lancaster, Provision was made (Section 5) with respect to the Extension by them, if they should think fit, of their Mains and other Pipes and Works into the Townships of Skerton, Scotforth, and Poulton, Bare, and Torrisholme, for supplying the Inhabitants thereof with Water, or for their contracting with any Persons on behalf of those several Townships respectively for supplying Water in Bulk for the Use of those Townships, or any of them: And whereas Parts of the said District of Poulton, Bare, and Torrisholme are in need of an increased Supply of Water for the Inhabitants thereof, and the Morecambe Board are desirous to obtain from the Lancaster Board and they are willing to afford the Supply, but it is apprehended that the Powers of the Two Boards respectively are not sufficient for enabling all the Details of the Arrangement requisite for the Purpose to be adequately provided for, and they have therefore determined to enter into and execute these Presents by way of Agreement as herein-after appearing: Now, therefore, these Presents witness that, for the Considerations herein appearing, it is hereby mutually agreed by and between the Lancaster Board for themselves and the Morecambe Board for themselves as follows; that is to say,

This Agreement shall be subject to the Sanction of Parliament. Article 1.

The Lancaster Board will apply to Parliament in the now next Session for, and will use their utmost reasonable Endeavours to obtain, an Act authorizing them to obtain such an additional Supply of Water as shall be proper and sufficient for enabling them to furnish the Supply of Water to Morecambe, which by these Presents is agreed for, and containing all such Provisions as shall be proper and sufficient for giving full Effect to the Terms and Conditions of these Presents, and the reasonable Incidents and Consequences thereof; and the said last-mentioned Provisions of the intended Act shall, in case of Difference between the Two Boards, be determined by John Bullar, Esquire, Barrister-at-Law, or him failing, by John Horatio Lloyd, Esquire, Barrister-at-Law; and the Morecambe Board will use their utmost reasonable Endeavours to ensure the Success of the Application, but shall not be precluded from taking any reasonable Precautions, by appearing before a Committee of either House, for protecting their own Interests under these Presents. Article 2.

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Article 3. The Morecambe Board will apply to the Poor Law Board for, and will use their utmost reasonable Endeavours to obtain, under The Public Works (Manufacturing Districts) Act, 1863, an absolute Order for a Loan of Four thousand five hundred Pounds to be applied by the Morecambe Board in defraying their Outlay in and about the providing and laying down of Mains, Pipes, and other Apparatus and Conveniences, and the Execution of Works, for the intended Supply of Water to Morecambe, and incidental Expenses.

Article 4. If the Act to be applied for in accordance with Article 2 be obtained before Michaelmas Day One thousand eight hundred and sixty-four, and the Order to be applied for in accordance with Article 3 be obtained before the First Day of January One thousand eight hundred and sixty-four, then, but not otherwise, Articles 5 to 28, both inclusive, shall have effect.

Article 5 The Lancaster Board will furnish, and the Morecambe Board will take, on the Terms and Conditions herein-after expressed, a Supply of Water for the Inhabitants of Morecambe, and the Steamers and other Shipping resorting to the Harbour there, and all Public and Trade Purposes.

Article 6. The Limits of that Part of the District of the Morecambe Board which is to be the District within which Water is to be supplied, and which in these Presents is called "Morecambe," shall be agreed on between the Lancaster Board and the Morecambe Board, or, failing Agreement between them, shall be determined by Arbitration as herein-after provided for, and shall be so agreed on or determined on or before the Twelfth Day of November One thousand eight hundred and sixty-four: Provided, that by mutual Agreement between the Lancaster Board and the Morecambe Board those Limits may from Time to Time be altered.

Article 7. The Morecambe Board from Time to Time will provide, lay down, and maintain the Mains, Pipes, and other Apparatus and Conveniences, and execute the Works proper and sufficient for the Purposes of the intended Supply of Water to Morecambe, and the Distribution of the Water there.

Article 8. The Main (herein-after referred to as the Morecambe Main) by which the Supply shall be conveyed from the Main (herein-after referred to as the Lancaster Main) of the Lancaster Board to Morecambe shall commence by a Junction with the Lancaster Main at or near the present Termination thereof in Parliament Street, and shall be carried thence to Morecambe through the Townships of Skerton and Poulton, Bare and Torrisholme, along the Turnpike Road and Highways there, and the Junction shall be made by the Lancaster Board at the Expense of the Morecambe Board:

Article 9. Provided, That if an Arrangement be hereafter made between the Lancaster Board and the Guardians of the Poor of the Lancaster Union for a Supply of Water to the Township of Skerton by the Lancaster Board, then Arrangements shall be made between the Two Boards and the Guardians for the User by the Morecambe Board and the Guardians and Lancaster Board respectively of the Morecambe Main, between the Lancaster Main in Parliament Street and the Point where the Morecambe Main will leave the Garstang and Heiring Syke Turnpike Road near the Lodge at Lune Villa, and the Lancaster Board shall in that Case, after the Commencement of such User, contribute One Third Part of the Expense of afterwards maintaining the Mains, Pipes, and other Apparatus and Connexions between the Lancaster Main in Parliament Street and the said Point near Lune Villa Lodge.

Article 10. The Lancaster Board shall, at the Expense of the Morecambe Board, provide, fix, and maintain in good Repair, Order, and Condition a Gauge or Meter proper

proper and sufficient for measuring the Quantity of Water from Time to Time supplied by the Lancaster Board to the Morecambe Board in accordance with this Agreement, and at all Times the Lancaster Board shall have and the Morecambe Board will afford to them full and free Access to and User of the Morecambe Main for that Purpose, and at all Times the Lancaster Board and the Morecambe Board respectively shall have and the Morecambe Board will afford to the Lancaster Board full and free Access to and User of the Gauge or Meter for ascertaining the Quantity of Water so from Time to Time supplied, with all proper and sufficient Facilities in that Behalf.

Article 11. The Gauge or Meter, and the Access thereto and User thereof, and the Access to and User of the Morecambe Main, shall be subject to such reasonable Regulations as the Lancaster Board and Morecambe Board from Time to Time mutually agree on, or as, failing their Agreement, are determined by Arbitration as herein-after provided for.

Article 12. So long as the Lancaster Board do not supply Water to Skerton, the Gauge or Meter shall be fixed on the Morecambe Main at such convenient Point thereon near to Parliament Street as the Lancaster Board think proper.

Article 13. If and when the Lancaster Board supply Water to Skerton, the Gauge or Meter shall be fixed on the Morecambe Main at some convenient Point thereon beyond the Junction of any Pipe for the Supply of Skerton, but not beyond the Point where the Main will leave the Turnpike Road near the Lodge at Lune Villa.

Article 14. Articles 7, and 8, and 10, and 12, and 13, respectively shall be performed to the reasonable Satisfaction of the Engineers of the Lancaster and Morecambe Boards.

Article 15. The Quantity of Water which the Morecambe Board shall be entitled to require, and the Lancaster Board shall be bound to provide, in pursuance of these Presents, shall not exceed One hundred thousand Gallons in any One Day of Twenty-four Hours, and within that Limit the Quantity to be supplied by the Lancaster Board shall from Time to Time be determined by the Morecambe Board, subject as herein-after mentioned.

Article 16. The Supply of Water agreed for by these Presents shall commence not later than the First Day of May One thousand eight hundred and sixty-five, and shall be furnished thenceforth in perpetuity.

Article 17. Provided, That the Lancaster Board shall not be liable for any Damage or Inconvenience that may at any Time or from Time to Time arise by reason of any necessary stopping or interrupting of the Supply during any necessary Repairs of the Works, or by reason of the Supply being stopped or interrupted from Frost or Drought, or from any unavoidable or accidental Failure of the Sources or Means of Supply to the Lancaster Board, or by reason of any other unavoidable Cause or Accident which may prevent an adequate or continuous Supply of Water to Morecambe in accordance with this Agreement.

Article 18. Provided also, That if and whenever the Water at the Command of the Lancaster Board is insufficient to afford the full Supply of Water to Morecambe, as well as a due Supply of Water to Lancaster and Skerton, and such other Places as the Lancaster Board may hereafter agree to supply, the Inconvenience shall not be borne by either or any Place alone, but shall be borne proportionately by Lancaster and Skerton, and such other Places, and by Morecambe.

Article 19. For the Purposes of these Presents the Year shall begin with the First Day of May and conclude with the then next Thirtieth Day of April.

Article 20. The First Year shall be deemed to commence with the First Day of May on or next before which the Supply of Water, in pursuance of these Presents, actually commences.

Article 21. For the Purpose of ascertaining the Quantity of Water from Time to Time supplied by the Lancaster Board to the Morecambe Board, in accordance with this Agreement, the Year shall be divided into Two Periods; that is to say,

One Period from the First Day of May at Twelve o'Clock A.M. to the Thirtieth Day of October at Twelve o'Clock at Noon, and which shall be called "the Summer Half," and the other Period from the Thirtieth Day of October at Twelve o'Clock at Noon to the Thirtieth Day of April at Twelve o'Clock P.M., and which shall be called "the Winter Half," except in Leap Year when the Summer Half shall commence on the First Day of May at Twelve o'Clock A.M., and end on the Thirtieth Day of October at Twelve o'Clock P.M., and the Winter Half shall commence on the Thirty-first Day of October at Twelve o'Clock A.M., and end on the Thirtieth Day of April at Twelve o'Clock P.M.

Article 22. The Quantity of Water supplied in every Year, or considered to be supplied, and to be paid for by the Morecambe Board, shall be ascertained in the following Cases by Reference to the Quantity supplied during the Summer Half as follows; that is to say,

(A.) As regards each of the First, Second, and Third Years respectively: If the aggregate Supply of Water during the Summer Half of the respective Year shall exceed Ten millions nine hundred and fifty thousand Gallons, then it shall be considered that the aggregate Supply during the Winter Half of that Year is equal to the aggregate Supply during the Summer Half thereof, less Three millions six hundred and fifty thousand Gallons, or if the Year be Leap Year, and if the aggregate Supply of Water during the Summer Half of that Year shall exceed Ten millions nine hundred and eighty thousand Gallons, then it shall be considered that the aggregate Supply during the Winter Half of that Year is equal to the aggregate Supply during the Summer Half thereof, less Three millions six hundred and sixty thousand Gallons.

(B.) As regards each of the Fourth, Fifth, and Sixth Years respectively: It shall be considered that the aggregate Supply during the Winter Half of the respective Year is equal to the aggregate Supply during the Summer Half thereof, less Two millions seven hundred and thirty-seven thousand five hundred Gallons, or if the Year be Leap Year then less Two millions seven hundred and forty-five thousand Gallons.

(C.) As regards the Seventh and every subsequent Year respectively: It shall be considered that the aggregate Supply during the Winter Half of the respective Year is equal to the aggregate Supply during the Summer Half thereof, less One million eight hundred and twenty-five thousand Gallons, or if the Year be Leap Year then less One million eight hundred and thirty thousand Gallons.

Article 23. The Morecambe Board will pay to the Lancaster Board for the Water supplied in accordance with this Agreement a Water Rent at the Rate of Sixpence for every One thousand Gallons, but subject to the following Conditions; that is to say,

(A.) As regards each of the First, Second, and Third Years respectively: If the whole Quantity of Water supplied during the respective Year be

be less than Twelve million Gallons, then the Morecambe Board will pay, by way of minimum Water Rent for the Water supplied during the respective Year, Three hundred Pounds.

(B.) As regards each of the Fourth, Fifth, and Sixth Years respectively: If the whole Quantity of Water supplied during the respective Year be less than Fourteen million Gallons, then the Morecambe Board will pay, by way of minimum Water Rent for the Water supplied during the respective Year, Three hundred and fifty Pounds.

(C.) As regards each of the Seventh and every subsequent Year respectively: If the whole Quantity of Water supplied during the respective Year be less than Sixteen million Gallons, then the Morecambe Board will pay, by way of minimum Water Rent for the Water supplied during the respective Year, Four hundred Pounds.

Article 24. The Morecambe Board will pay the Water Rent to the Lancaster Board quarterly, at the End of each Quarter of every Year, the Year being deemed to commence on the First Day of May as aforesaid, and every quarterly Payment shall be made within Fourteen Days next after the Expiration of the respective Quarter.

Article 25. The First Three Quarterly Payments for every Year shall be Payments on account, and the Amount of the last Quarterly Payment for every Year shall be the Balance due for that Year.

Article 26. The Amount of each of the First Three Quarterly Payments in the First Year shall be Seventy-five Pounds, being One Fourth of the minimum Water Rent payable for that Year.

Article 27. The Amount of each of the First Three Payments to be made in the Second and every subsequent Year shall be One Fourth of the total Amount of the Water Rent for the then next preceding Year, or One Fourth of the minimum Water Rent for the respective Year, whichever is the greater Amount.

Article 28. If the Supply of Water in pursuance of this Agreement actually commences on any Day other than the First Day of May, then a Payment shall be made within Fourteen Days after each of the Quarterly Periods herein-before referred to which shall happen after the Day on which the Supply actually commenced until the First Day of May then next, the Amount of such Quarterly Payment to be proportionate to the Quantity of Water actually supplied or proportionate to the Period of Supply, after the Rate of Three hundred Pounds for the whole Year, whichever is the greater Amount.

Article 29. Each of the Lancaster Board and the Morecambe Board respectively will from Time to Time make and do all such Acts and Things as shall be reasonably required for giving full Effect to the Terms and Conditions of this Agreement and the proper Incidents thereof.

Article 30. In every Case in which it is provided by these Presents (otherwise than by Article 2) that any Matter shall be determined by Arbitration, and in every Case of any Difference between the Lancaster Board and the Morecambe Board touching the true Intent or Construction or Effect of these Presents, or touching any of the Incidents or Consequences of these Presents, or touching the Manner in which any Term or Condition of these Presents is to be performed or observed, or touching anything then or to be thereafter done, omitted, or suffered in pursuance of these Presents, or touching any Breach or alleged Breach of this Agreement, or the Fact or Extent of any such Breach, or touching any Claim or Demand by reason of any such Breach or alleged Breach, or touching the Manner in which any Consequences of any such

Breach are to be compensated for or obviated or otherwise relating to any of the Subject Matters of these Presents, or to any Claim or Demand relating thereto, every such Matter or Difference shall be referred by the Two Boards and may be referred by either of them to Arbitration as herein-after provided for.

Article 31. If the Two Boards so agree, the Reference shall be made to a single Arbitrator.

Article 32. If the Two Boards do not agree on a single Arbitrator, then the Reference shall be made to Two Arbitrators, one of whom shall be named by each Board.

Article 33. Where the Reference is to be to Two Arbitrators, if either Board do not, within Seven Days after being thereunto requested in Writing by or by the Agent of the other Board, name an Arbitrator, then the Two Arbitrators may be named by the Board so making the Request.

Article 34. The Two Arbitrators before entering on the Business of the Reference shall by Writing under their Hands appoint an impartial and qualified Person to be their Umpire.

Article 35. If the Two Arbitrators do not within Fourteen Days after their Appointment appoint an Umpire, then, on the Application of the Two Boards or either of them, an Umpire may be appointed by a Judge in accordance with The Common Law Procedure Act, 1854.

Article 36. If the Two Arbitrators do not, within Thirty Days after the Matter in question is referred to them, agree on their Award thereon, then it shall be referred to the Umpire.

Article 37. The Award of the single Arbitrator, or of the Two Arbitrators or of the Umpire, if made in Writing under his or their Hand or Hands, and ready to be delivered to the Two Boards, or which of them desire it, within Thirty Days after the Matter in difference is referred to the single Arbitrator or to the Two Arbitrators or their Umpire, shall be conclusive and binding on the Two Boards and all Persons interested, and all such things shall be forthwith thereafter done, omitted, and suffered as the Award requires.

Article 38. The single Arbitrator and the Two Arbitrators and the Umpire respectively may, if he and they respectively think fit, make several Awards instead of One Award, and every or any such Award shall be binding and conclusive as to all Matters to which it extends, as if the Matter awarded on were the whole Matter referred, and notwithstanding the whole Matter be not then or thereafter awarded on, and where several Awards are made it shall not be a Ground of Objection to a later Award that it alters or revokes any of the Terms of an earlier Award.

Article 39. The single Arbitrator and the Two Arbitrators and the Umpire respectively may require the Production of and examine the Books, Accounts, and Papers of the Two Boards respectively relating to the Matter referred, and may examine the Members, Officers, and Servants of the Two Boards respectively and their respective Witnesses on Oath or Affirmation, or on statutory Declarations in lieu of Oath, if required by the single Arbitrator or by the Two Arbitrators or either of them, or by the Umpire.

Article 40. The single Arbitrator and the Two Arbitrators and the Umpire respectively may proceed, in the Absence of either or both of the Boards, in every Case in which, after giving reasonable Notice in that Behalf to each of the Boards, he or they shall think it fit so to proceed.

Article 41. The single Arbitrator and the Two Arbitrators and the Umpire respectively may

may proceed in the Business of the Reference in such Manner as he and they respectively shall think fit.

The single Arbitrator and the Umpire respectively may from Time to Time, by Writing under his respective Hand, extend the Time within which his respective Award is to be made; and if it be made and ready to be delivered within the extended Time, it shall be as valid and effectual as if made within the Thirty Days. Article 42.

The Costs of and incident to the Arbitration and the Award shall be in the Discretion of the single Arbitrator and the Two Arbitrators and the Umpire respectively. Article 43.

If and so far as the Award does not otherwise determine, the Costs of the Arbitration and of the Award shall be borne and paid by the Two Boards in equal Shares, and in other respects they shall bear their own respective Costs. Article 44.

The Submission to Reference hereby made may at any Time be made a Rule of any Court of Law or Equity on the Application of either Board or any Party interested, and the Court may remit the Matter to the single Arbitrator, or the Two Arbitrators, or the Umpire, with any Directions the Court think fit. Article 45.

In any Case on which any Point of Law arises, the single Arbitrator and the Two Arbitrators and the Umpire respectively may take the Opinion thereon of such Counsel as he or they shall think fit, and may adopt any Opinion so taken. Article 46.

Full Effect shall be given, under The Common Law Procedure Act, 1854, and every or any other Act from Time to Time in force and applicable in that Behalf, to the Provisions of these Presents touching Arbitration. Article 47.

In witness whereof the Lancaster Board have hereunto caused their Common Seal to be affixed, and the Morecambe Board have hereunto caused their Seal to be affixed, and Five of the Members of the Morecambe Board have hereunto set their Hands, the Day and Year first herein-before written.

The Common Seal of the above-named Mayor, Aldermen, and Burgesses affixed in the Presence of

THOM SWAINSON,
Town Clerk, Lancaster.

L. S.
The Common Seal of the Mayor, Aldermen, and Burgesses of the Borough of Lancaster.

GEORGE JACKSON, Mayor.

The Seal of the Local Board of Health of Poulton, Bare, and Torrisholme affixed, and the Signatures of Christopher Thornton Clark, James Bell, Bartholomew Bradshaw, Robert Birkett, Wilson Barker, Richard Peckover, and William Briggs,
Seven of the Members thereof, subscribed in the Presence of

WILLIAM ATKINSON,
Surveyor of the said Local Board.

L. S.
The Seal of the Local Board of Health of Poulton, Bare, and Torrisholme.

C. T. CLARK, Chairman.
JAMES BELL.
B. BRADSHAW.
ROBERT BIRKETT.
WILSON BARKER.
RICHD. PECKOVER.
W. BRIGGS.

SCHEDULE D.

Agreement with Guardians of Poor of Lancaster Union.

ARTICLES of AGREEMENT made the Twenty-second Day of December One thousand eight hundred and sixty-three between the Mayor, Aldermen, and Burgesses of the Borough of Lancaster as the Local Board of Health for the District of the said Borough (herein-after called the Board) of the one Part, and the Guardians of the Poor of the Lancaster Union in the County of Lancaster (herein-after called the Guardians) of the other Part.

Whereas by "The Lancaster Waterworks and Gas Act, 1852," Provision was made with respect to the Extension by the Board, if they should think fit, of their Mains and other Pipes and Works into the Townships of Skerton, Scotforth, and Poulton, Bare, and Torrisholme, for supplying the Inhabitants thereof with Water, or for their contracting with any Persons on behalf of those several Townships respectively for supplying Water in Bulk for the Use of those Townships or any of them.

And whereas the said Township of Skerton (herein-after called Skerton) is within the District for which the Guardians are the local Authority for executing the Powers of "The Nuisances Removal Acts," and the Guardians having, in accordance with the Provisions of the Public Works (Manufacturing Districts) Act, 1863, duly determined that it would contribute to the Health and Convenience of the Inhabitants thereof that Works for Water Supply should be executed there, are desirous to obtain from the Board, and they are willing to afford, a Supply of Water, and the Board and the Guardians have therefore determined to enter into the Agreement herein-after contained: Now, therefore, these Presents witness that, for the Considerations herein appearing, it is hereby mutually agreed by and between the Board for themselves and the Guardians for themselves as follows; that is to say,

Article 1. This Agreement shall be subject to the Approval of the Poor Law Board and to the Sanction of Parliament.

Article 2. The Board will apply to Parliament in the next Session for, and will use their utmost reasonable Endeavours to obtain, an Act authorizing them to obtain such an additional Supply of Water as shall be proper and sufficient for enabling them to furnish the Supply of Water to Skerton which by these Presents is agreed for, and containing all such Provisions as shall be proper and sufficient for giving full Effect to the Terms and Conditions of these Presents, and the reasonable Incidents and Consequences thereof, and the Guardians will, at the Expense of the Board and if required by them, use their utmost reasonable Endeavours to ensure the Success of the Application.

The

Article 3. The Guardians will apply to the Poor Law Board for, and will use their utmost reasonable Endeavours to obtain, under "The Public Works (Manufacturing Districts) Act, 1863," an absolute Order for a Loan of Six hundred Pounds, to be applied by the Guardians as herein-after mentioned in defraying their Outlay in and about the providing and laying down of Mains, Pipes, and Services, and other Apparatus and Conveniences, for the intended Supply of Water to Skerton, and incidental Expenses.

Article 4. If the Act to be applied for in accordance with Article 2 be obtained before Michaelmas Day One thousand eight hundred and sixty-four, and the Order to be applied for in accordance with Article 3 be obtained before the Twenty-first Day of January One thousand eight hundred and sixty-four, then, but not otherwise, Articles 5 to 23, both inclusive, shall have Effect.

Article 5. The Board will furnish, through the Mains, Pipes, and Services to be provided and laid down as herein-after mentioned, and on the Terms and Conditions herein-after expressed, a Supply of Water for the Inhabitants of Skerton.

Article 6. The Guardians will from Time to Time provide and lay down the Mains, Pipes, and Services up to the outer Wall of each Dwelling House to be supplied, and other Apparatus and Conveniences proper and sufficient for the Purposes of the intended Supply to Skerton, and the Distribution of the Water there, but shall not be bound to expend in the whole in and about such Supply a greater Sum than Six hundred Pounds.

Article 7. The Main by which the Supply shall be conveyed from the Main (herein-after referred to as the Lancaster Main) of the Board to Skerton shall commence by a Junction with the Lancaster Main at or near the present Termination thereof in Parliament Street, and shall be carried thence to Skerton along the Turnpike Road and the Highways there, and the Junction shall be made by the Board at the Expense of the Guardians.

Article 8. Provided, That if the Arrangement lately made between the Board and the Local Board of Health for the District of Poulton, Bare, and Torrisholme (herein-after called "the Morecambe Board") for a Supply of Water to Parts of that District by the Board shall have Effect, by which Arrangement the Morecambe Board are to provide and lay down and maintain the Main (herein-after referred to as "the Morecambe Main"), to commence by a Junction with the Lancaster Main in Parliament Street, and to be carried thence through Skerton along the Turnpike Road and Highways there, then Arrangements shall be made between the Guardians and the Board and the Morecambe Board for the providing and laying down, and between the Board and the Morecambe Board for the Maintenance and for the User by the Board and the Morecambe Board respectively, of the Morecambe Main between the Lancaster Main in Parliament Street and the Point where the Morecambe Main will leave the Turnpike Road near the Lodge at Lune Villa.

Article 9. The Board shall not at any Time be bound to provide or lay down Mains, Pipes, or Services, or other Apparatus or Conveniences, but shall be at liberty to do so if they think fit.

Article 10. Any Owner or Occupier of a private Dwelling House or Building in Skerton shall at any Time be at liberty, at his or her own Expense, to provide and lay down any additional Mains, Pipes, or Services, or to connect

Services

Services with existing Mains for the Supply of such Dwelling House or Building with Water, and such additional Mains, Services, and Connexions (except in Cases of Dwelling Houses and Buildings within the Area herein-after referred to by Article 12) shall, while used for the Purposes of Water Supply, be maintained and kept in repair by the Owner or Occupier for the Time being of such Dwelling House or Building.

Article 11. The Mains, Pipes, and Services, and other Apparatus and Conveniences, by whomsoever provided or laid down (except the Morecambe Main referred to in Article 8), shall, as soon as laid down, be vested in and become the absolute Property of the Board, who shall have full and free Access thereto, and the entire Management and Control thereof.

Article 12. Such of the Mains, Pipes, and Services, Apparatus and Conveniences, as are provided and laid down for the Supply of any Dwelling House or Building within the Area herein-after mentioned, shall, while used for the Purposes of Water Supply, be maintained and kept in repair by the Board, the Boundaries of which Area are as follows, namely: A Line from the North End of the Bridge over the River Lune, called the New Bridge, along the Side of the said River to the North-east Corner of Skerton Mill, thence in a straight Line to the Garstang and Heiring Syke Turnpike Road, opposite Barley Cop Lane, thence in a straight Line to the North-west Corner of the Mansion of Lune Villa, thence to the North-west Corner of the Mansion of Ryelands, thence to the North Side of the River Lune where the same is crossed by the Lancaster and Carlisle Railway, and thence along the Side of the said River to the North End of the said New Bridge.

Article 13. The Board shall not be bound to supply any Watercloset or Stand Pipe, except through a small Iron Cistern.

Article 14. Articles 6, 7, 10, and 13 respectively shall be performed to the reasonable Satisfaction of the Board's Surveyor for the Time being.

Article 15. Provided, That the Board shall not be liable for any Damage or Inconvenience that may at any Time or from Time to Time arise by reason of any necessary stopping or interrupting of the Supply during any necessary Repairs of the Works, or by reason of the Supply being stopped or interrupted from Frost or Drought, or from any unavoidable or accidental Failure of the Sources or Means of Supply to the Board, or by reason of any other unavoidable Cause or Accident which may prevent an adequate or continuous Supply of Water to Skerton in accordance with this Agreement.

Article 16. The Arrangement hereby made for the Supply of Skerton is not to affect any Agreement already made or hereafter to be made for the Supply of the Morecambe Board, or to preclude the Board from hereafter supplying or agreeing to supply the said Township of Scotforth or other Places.

Article 17. Provided also, That if and whenever the Water at the Command of the Lancaster Board is insufficient to afford the full Supply of Water to Skerton, as well as a due Supply of Water to Lancaster and the Morecambe Board, and such other Places as the Board may hereafter supply or agree to supply, the Inconvenience shall not be borne by either or any Place alone, but shall be borne proportionately by Lancaster and the Morecambe Board and such other Places, and by Skerton.

The Water shall be supplied at the same Rates and Charges as are now actually charged by the Board for Water supplied within their District, except so far as such Rates and Charges are hereby varied or altered, but no Variation or Alteration which may hereafter be made in the Rates and Charges for Water supplied within the District of the Board shall apply to Skerton. Article 18.

The Water shall be supplied to Waterclosets in private Dwelling Houses at the following Rates per Quarter, th t is to say, Article 19.

Where the Rent or gross annual Value of such House shall be under 10*l.*, for One Closet, 1*s.* :

10*l.* and under 20*l.*, for One Closet, 1*s.* 6*d.* ; Two Closets, 2*s.* 9*d.* ; Three Closets, 3*s.* 9*d.* :

20*l.* and under 40*l.*, for One Closet, 2*s.*; Two Closets, 3*s.* 6*d.* ; Three Closets, 4*s.* 6*d.* :

40*l.* and upwards, for One Closet, 2*s.* 6*d.* ; Two Closets, 4*s.* 3*d.* ; Three Closets, 5*s.* 6*d.* :

And where any Watercloset is for the Use of more than One Dwelling House then the Rates for such Watercloset in respect of each Dwelling House after the First shall be One Half of the above Rates.

The Rates shall be due and payable quarterly in advance, and upon Non-payment on Demand of any quarterly Payment the Supply may be suspended or cut off. Article 20.

It shall be optional with the Board to supply Water in Bulk, or to Hotels or Public Houses or for Trade, or other than domestic Purposes, and such Supply (if any) shall be in every Case at the Discretion in all respects of the Board, and upon such Terms and Conditions as they shall think fit, save only that where the Board shall agree to supply Water in Bulk the same shall be supplied by Meter and paid for quarterly at the Rates referred to in Article 18. Article 21.

For preventing Waste, Misuse, or undue Consumption or Contamination of the Water the Board may from Time to Time make such Regulations as they think necessary to be observed by the Persons supplied with Water, and may from Time to Time alter or revoke any such Regulations, and shall not be bound to supply or continue to supply Water unless such Regulations as are for the Time being in force are duly observed, but the Board shall make such Regulations only for Skerton as shall be for the Time being in force for Lancaster. Article 22.

If any Person supplied with Water wrongfully does or causes or permits to be done anything in contravention of any of the Provisions of this Agreement, or of any of the aforesaid Regulations, or wrongfully fails to do anything which under any of those Provisions or Regulations ought to be done, or refuses Admittance to the Surveyor or any other Person acting under the Authority of the Board for the Purpose of examining if there be any Waste or Misuse of Water on his Premises, or prevents him from making such Examination, the Board may suspend or cut off the Supply. Article 23.

In witness whereof the Parties to these Presents have hereunto caused their respective Common Seals to be affixed the Day and Year first herein-before written.

The Common Seal of the above-named Mayor, Aldermen, and Burgesses affixed in the Presence of

THOM SWAINSON,
Town Clerk, Lancaster.

L. S.
The Common Seal of the Mayor, Aldermen, and Burgesses of the Borough of Lancaster.

GEORGE JACKSON, Mayor.

The Common Seal of the Guardians of the above-named Union was hereto affixed at a Meeting of the Board of Guardians held on the Day of the Date hereof by Edward Dawson, Chairman of the Board, at the said Meeting, in the Presence of

J. GRANT,
Clerk to the Guardians of the said Union.

L. S.
The Common Seal of the Guardians of the Poor of the Lancaster Union.

EDWARD DAWSON.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
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