

ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

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Cap. cxli.

An Act for authorizing the Mayor, Aldermen, and Burgesses of the Borough of *Leeds* to make and maintain additional Waterworks; and for other Purposes. [15th *July* 1867.]

WHEREAS by "The *Leeds* Waterworks Act, 1847," (in this Act called "the Act of 1847,") the Acts relating to the *Leeds* Waterworks Company were repealed and consolidated, and the Company were empowered to make and maintain additional Waterworks, and to obtain and provide a better Supply of Water, and to levy Rates for the Supply of Water: And whereas by "The *Leeds* Waterworks (*Wharfe* Supply) Act, 1852," (in this Act called "the Act of 1852,") the Company were empowered to make and maintain additional Works at or near *Harewood Bridge*, and Provision was made for the Purchase by and the Transfer to the Mayor, Aldermen, and Burgesses of the Borough of *Leeds* (in this Act called "the Corporation") of the Undertaking, Waterworks, and Property of the Company, and for the Dissolution of the Company, and under or by virtue of that Act the Undertaking, Waterworks, and Property of the Company have been transferred to and are now vested in the Corporation, and the Company are dissolved: And whereas by "The *Leeds* Waterworks (*Wharfe* Supply) Act, 1856," after reciting that the Works authorized by the Act of 1852 had been discontinued, and that

10 & 11 Vict. c. cclxii.

15 & 16 Vict. c. cii.

19 & 20 Vict. c. lxxx.

that in lieu thereof the Corporation had constructed other Works in the Township of *Arthington*, the Corporation were authorized to maintain the said Works at *Arthington*, and thereby to take from the River *Wharfe*, for the Supply of the Town of *Leeds* and the Neighbourhood thereof, any Quantity of Water not exceeding in any One Day Two million five hundred thousand Gallons: And whereas by "The *Leeds* Waterworks Act, 1862," (in this Act called "the Act of 1862,") the Corporation were authorized by means of their then existing Waterworks, or other the Waterworks from Time to Time made and maintained under the Authority of the several Acts relating to their Waterworks, to take from the River *Wharfe* for the Purposes of all or any of those Acts any Quantity of Water not exceeding Six million Gallons in any One Day, inclusive of the Two million five hundred thousand Gallons which they were then authorized to take, and Provision was made for the making by the Corporation to the Owners and Occupiers of and all Parties interested in the Waters of the River *Wharfe* taken or used under the Authority of the now reciting Act full Compensation in respect of the Abstraction by the Corporation, under the Authority of that Act, from the River *Wharfe* of any Quantity of Water exceeding Two million five hundred thousand Gallons a Day: And whereas the present Supply of Water obtained by the Corporation by means of their existing Waterworks is inadequate both in Quantity and Quality for the Wants of the Inhabitants of the Town and Neighbourhood of *Leeds*, and it is expedient that the Corporation be empowered to obtain an additional and better Supply of Water, and for that Purpose to take Water from the River *Washburn* by Gravitation Works as by this Act authorized, and also to take Water from that River at or near its Junction with the River *Wharfe*: And whereas Plans and Sections showing the Situation, Lines, and Levels of the Works proposed to be executed under the Authority of this Act, and the Lands in, over, or under which the same are intended to be made, and also a Plan and Section of a proposed Alteration in the Line of Conduit through the Estate of *Francis Hawksworth Fawkes* Esquire, and the Lands in, over, or under which such Alteration is intended to be made, with Books of Reference to such Plans respectively containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers respectively of the Lands in, over, or under which the same are intended to be constructed or laid down, have been deposited with the Clerk of the Peace of the West Riding of the County of *York* at his Office in *Wakefield*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference respectively: And whereas by the Act of 1852 the Corporation were authorized to borrow the Monies from Time to Time required by them for all or any of the Purposes of that Act on Mortgage of the Borough Fund

25 & 26 Vict. c. lii.

of

of the Borough of *Leeds*, and of the Rates which they might receive under or by virtue of the Act of 1847 and that Act, or either of them, and the Amount borrowed and owing by the Corporation on the First Day of *January* One thousand eight hundred and sixty-seven for the Purposes of their Waterworks was Four hundred and twenty thousand Pounds or thereabouts: And whereas it is expedient that Provision be made with respect to the Supply of Water in bulk by the Corporation beyond their present Limits of Water Supply, and that further Provisions be made with respect to the Waterworks of the Corporation, and the Supply of Water by them: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "The *Leeds* Waterworks Act, 1867."

Act to be executed by Corporation.

2. This Act shall be carried into execution by the Mayor, Aldermen, and Burgesses of the Borough of *Leeds* acting by the Council of the Borough pursuant to the Powers and Provisions of the Act of the Fifth and Sixth of *William* the Fourth, Chapter Seventy-six, for the Regulation of Municipal Corporations, and the other Laws from Time to Time in force affecting the Municipal Corporation of the Borough of *Leeds*.

Corporation may appoint a Waterworks Committee.

3. The Corporation from Time to Time may appoint out of their own Body a Committee, to be called the Waterworks Committee, consisting of such Number of Persons as they think fit, for any of the Purposes of the recited Acts and this Act respectively, or of their Waterworks Undertaking, which in the Discretion of the Corporation would be better regulated and managed by means of such Committee: Provided that the Acts of every such Committee shall, in case the Corporation so order, but not otherwise, be submitted to the Corporation for their Approval.

Minutes of Proceedings of Council, &c. and Waterworks Committee to be Evidence.

4. For any of the Purposes of the recited Acts and this Act respectively any Minute made of Proceedings at Meetings of the Council or of the Waterworks Committee, if signed by any Person purporting to be the Chairman of the Council or Committee at the Meeting of the Council or Committee at which such Proceedings took place, shall be receivable in all Courts of Law and Equity and elsewhere as *primâ facie* Evidence, without further Proof of the Proceedings of which the same purports to be a Minute; and until the contrary is proved every Meeting of the Council or Committee shall, in respect of the Proceedings of which Minutes have been so made,

made, be deemed to have been duly convened and held, and all the Members thereof to have been duly qualified, and such Minutes of Proceedings shall at all reasonable Times be open to the Inspection of any Member of the Council, and of any Mortgagee of the Rates or Property of the Corporation under the recited Acts and this Act respectively.

8 & 9 Vict. cc. 18. & 20., 10 & 11 Vict. c. 17., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 93. incorporated.

5. "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Waterworks Clauses Act, 1847," and "The Waterworks Clauses Act, 1863," and the several Provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the temporary Occupation of Lands near the Railway during the Construction thereof, shall (except where varied by this Act) be incorporated with this Act; and in construing those Acts and Provisions respectively in connexion with this Act the Expressions "the Promoters of the Undertaking," "the Undertakers," and "the Company," respectively shall mean the Corporation; and the said Provisions of "The Railways Clauses Consolidation Act, 1845," shall be read so as to apply only to the Reservoirs by this Act authorized and the Works immediately connected therewith, and as if such Reservoirs and Works were therein referred to instead of "the Railway," and as if the Boundaries of the said Reservoirs and Works were therein mentioned instead of "the Centre of the Railway," and the prescribed Limits shall be Two hundred Yards from the Margin of the Reservoirs.

Same Meanings to Words in incorporated Acts as in this Act.

6. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated with this Act shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction.

Interpretation of Terms.

7. In this Act and the Acts wholly or partially incorporated with this Act the following Words and Expressions shall have the Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; that is to say,

The Expression "the Corporation" shall mean the Mayor, Aldermen, and Burgesses of the Borough of *Leeds*; the Words "Water Rate" and "Water Rent" respectively shall mean and be construed to imply the Charge made for and in respect of the Water supplied to or for the Use or upon the Responsibility of any Person under the Authority of this Act, and shall not be deemed to be in the Nature of a general compulsory Rate or Assessment made or levied under the Authority or subject to the Provisions of any Public Act or Law, or to any Process or Practice of the Courts of Law relating to the making and levying of general compulsory Rates or Assessments:

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The Expression "Superior Courts" or "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.

Power to make Waterworks.

8. Subject to the Provisions of this Act and of the Acts wholly or partially incorporated with this Act, the Corporation may make and maintain the several Works shown on the deposited Plans, together with all necessary Works and Conveniences connected therewith or incident thereto, and, except as herein-after mentioned, may make and maintain the same in the Lines and Situation shown on the deposited Plans, and upon the Levels shown on the deposited Sections, and in, over, or under the Lands delineated on the deposited Plans and described in the deposited Book of Reference, and for those Purposes may enter upon, purchase, take, and use such of the said Lands delineated on the deposited Plans and described in the deposited Book of Reference, and (but only by Agreement) any Right or Easement in, over, or under the same, as shall be necessary for the Purposes of this Act, and may impound, take, and divert into or by means of the said Works, or any of them, the Water of the River *Washburn* and its Tributaries, and may stop up all Highways, Roads, and Ways within the Limits of Deviation defined in the deposited Plans which are shown thereon as intended to be stopped up, or which are upon the Site of any Reservoir to be constructed under this Act, or may be covered or washed by the Waters thereof, and may appropriate for the Purposes of this Act the Sites of the Highways, Roads, and Ways so stopped up.

For Alteration of Line of Conduit through the Lands of Francis Hawksworth Fawkes, Esquire.

9. The Corporation shall construct so much of the Conduit from *Fewston* Reservoir to *Arthington* as will be within the Land of *Francis Hawksworth Fawkes* Esquire, in the Line shown by a Red Colour upon the Plan of the proposed Alteration in the Line of Conduit through the Estate of *Francis Hawksworth Fawkes* Esquire deposited with the Clerk of the Peace for the West Riding of the County of *York*, who shall retain the deposited Plan and Section of such proposed Alteration and the Book of Reference to the same Plan, and permit them to be inspected, and Copies and Extracts of and from them to be made in like Manner, upon the like Terms, and under the like Penalty for Default, as by the Act of the First Year of the Reign of Her present Majesty, Chapter Eighty-three, is provided with respect to the Documents therein specified.

Lateral and vertical Deviations.

10. In constructing the Works shown on the deposited Plans the Corporation may make lateral Deviations from the Lines of such Works, but, except with such Consent as herein-after mentioned, not

exceeding the Limits of Deviation shown on the deposited Plans, and may deviate from the Levels to any Extent, but as to Reservoirs not exceeding Three Feet, and as to the Conduit from the *Fewston* Reservoir to *Stubhouse Beck* not exceeding Ten Feet, and as to other Works, as delineated on the deposited Sections, not exceeding Five Feet, unless with the Consent in Writing of the Owners and Occupiers of the Lands affected by any such Deviation.

The Lindley Wood Reservoir to be constructed first in the Position and of the Dimensions shown on the deposited Plans.

11. Unless otherwise authorized in Writing by *Francis Hawksworth Fawkes*, or other the Owner for the Time being of the Mansion known as *Farnley Hall*, the Corporation shall construct the *Lindley Wood* Reservoir in the Position and of the Dimensions shown on the deposited Plans and Sections, or as near thereto respectively as may be, and shall fill with Water for Use the same Reservoir before they shall fill for Use any other Reservoir to be constructed under the Powers of this Act: Provided always, that until the Corporation commence to discharge from the *Lindley Wood* Reservoir the Quantity of Water by this Act in that Behalf prescribed, they shall not diminish the natural Flow of the Stream of the River *Washburn* unless and except during such Times as that natural Flow shall exceed Four thousand one hundred and sixty-six Gallons *per* Minute, and during such Times the Corporation may diminish the natural Flow between *Lindley Wood* Reservoir and *Washburn Foot* to such last-mentioned Quantity.

The Owner of Farnley Hall to have the Right of fishing, &c. over Lindley Wood Reservoir.

12. *Francis Hawksworth Fawkes*, or other the Owner for the Time being of the Mansion of *Farnley Hall*, shall have the exclusive Right of boating, fowling, shooting, and fishing upon and over the *Lindley Wood* Reservoir and the Borders thereof, but so nevertheless as not to foul the Water of the said Reservoir, nor in any way to injure the Works of the Corporation, and for such Purposes, or any of them, shall at all Times have free Access thereto for himself, his Family, Visitors, and Gamekeepers, and, if required so to do, the Corporation shall erect for him, and at his Cost and Charge, a suitable Boat-house on the Border of the said Reservoir, or permit the said *Francis Hawksworth Fawkes*, or such other Owner as aforesaid, to erect such Boat-house.

Restrictions as to Works affecting North-eastern Railway.

13. The Corporation shall only be entitled to lay down and maintain across the Property of the *North-eastern* Railway Company, and in the Ground beneath the Fourth Archway from the South-west End of the Viaduct carrying the Railway of that Company over the River *Wharfe* in the Township of *Arthington*, Iron Pipes or Conduits for the Purpose of conveying Water through the same, and shall not make any Excavation in or execute any Work across or under the Railway or Land of the said Railway Company which shall in any

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way affect the Stability of that Railway or of the said Viaduct; and all Works executed under the Authority of this Act on the Property of the said Railway Company shall be executed under the Superintendence and to the reasonable Satisfaction of the Engineer of that Company.

North-eastern Railway Company's Property not to be purchased compulsorily, and Interference therewith restricted.

14. The Corporation shall not purchase or take compulsorily any Land or Property of the *North-eastern* Railway Company, but they may purchase and acquire an Easement or Right of laying down and maintaining through the Land of that Company the Pipes or Conduits by this Act authorized to be laid down across the same, and neither the Corporation nor any Person in the Execution of this Act shall enter upon, use, or interfere with the Railway, Lands, or Property of the *North-eastern* Railway Company, save only so far as may be necessary for the Purpose of laying down, maintaining, and renewing the said Pipes or Conduits as by this Act authorized.

Power to take a limited Supply from the Washburn until Works in operation.

15. The Corporation may, for the Purposes of the recited Acts and this Act respectively, take from the River *Washburn* at or near its Junction with the River *Wharfe* the whole or any Portion of the Quantity of Water which by the Act of 1862 they are authorized to take from the River *Wharfe* at or near *Arthington Mills*, but the Corporation shall not take from the River *Washburn* at *Washburn Foot* and the River *Wharfe* at or near *Arthington Mills* together more Water than the Quantity authorized to be taken from the River *Wharfe* by the Act of 1862.

As to Supply of Water to the Trough in Field belonging to George Lane Fox, Esquire.

16. The Corporation shall be bound to supply and keep supplied with Water as heretofore the Trough in the Field Number 22, in the Parish of *Harewood*, on the deposited Plans; and nothing in this Act contained shall be held or construed to repeal or affect any Obligations of the Corporation under their existing Acts or otherwise in reference to such Trough or the Supply of Water thereto, or (except as is by this Act otherwise expressly provided) in reference to any existing Arrangements between the Corporation and *George Lane Fox* Esquire.

Securing Rights of fishing, &c. in Swinsty Reservoir to Mr. Charles Booth Elmsall Wright.

17. It shall be lawful for the Owner or Owners for the Time being of the Estates situate in the Parishes of *Fewston*, *Weston*, and *Otley*, now belonging to *Charles Booth Elmsall Wright* or his Trustees, and such Person or Persons as may be from Time to Time by him or them specially authorized in Writing, from Time to Time and at all Times after the Completion of the *Swinsty* Reservoir to fish (except with Nets), shoot, and fowl in or upon the *Swinsty* Reservoir, but not so as thereby to foul or injure the Water, Banks, or Works of the said Reservoir.

18. Not-

Reserving certain Streams to Mr. Wright.

18. Notwithstanding anything in this Act contained, it shall be lawful for the Owner or Owners and Occupier or Occupiers for the Time being of the said Estates now belonging to the said *Charles Booth Elmsall Wright* or his Trustees, and he and they is and are hereby authorized at all Times hereafter, to continue to use and enjoy, as he and they have heretofore used and enjoyed the same without any Interruption on the Part of the Corporation, all the Streams, Brooks, and Springs of Water forming Tributaries of the River *Washburn* which flow through or arise in or upon the said Estates, or any Part thereof.

Compensation Water.

19. As full Compensation for the taking, impounding, and appropriating of the respective Waters by this Act authorized to be taken, impounded, and appropriated, the Corporation shall, from and after the Completion and filling for Use of the respective Reservoirs, cause to be discharged from the under-mentioned Reservoirs and Weir respectively to and into the respective Streams on the Course of which such Reservoirs and Weir are respectively situate the several Quantities of Water following; namely,

1. From the *Thruscross* Reservoir a Quantity of Water not being less than Two thousand four hundred and twenty-seven Gallons *per* Minute between Six of the Clock in the Forenoon and Six of the Clock in the Evening of every lawful working Day: Provided always, that the Corporation from Time to Time may take into or intercept by means of the *Fewston* Reservoir and *Swinsty* Reservoir, or either of them, the whole or any Part of the Compensation Water discharged from the *Thruscross* Reservoir when that Compensation Water reaches the *Fewston* Reservoir and *Swinsty* Reservoir, or either of them:

2. From the *Swinsty* Reservoir, if and so long as the Corporation shall abstract any Water from the River *Washburn* at or near *Washburn Foot* to their existing Pumping Station at or near *Arthington Mills*, a Quantity of Water not being less than Three thousand nine hundred and eleven Gallons *per* Minute continuously; but if the Corporation shall not abstract, or shall cease to abstract, Water from the River *Washburn* at or near *Washburn Foot*, then and in such Case it shall not be incumbent upon the Corporation to discharge from the *Swinsty* Reservoir the said Quantity of Water; provided that in such Case the Owners, Lessees, and Occupiers of and other Persons for the Time being interested in the Lands and Streams lying between the *Swinsty* Reservoir and the *Lindley Wood* Reservoir shall be entitled to Compensation in Money for and in respect of all Damage sustained by them respectively by reason of the Cessation of the Discharge or Obligation to discharge

discharge Water from the *Swinsty* Reservoir as herein-before required: Provided also, that the Corporation from Time to Time may take into or intercept by the *Lindley Wood* Reservoir the whole or any Part of the Compensation Water discharged from the *Swinsty* Reservoir when that Compensation Water reaches the *Lindley Wood* Reservoir:

3. From the *Lindley Wood* Reservoir a Quantity of Water not being less than Six thousand nine hundred and forty-four Gallons *per* Minute continuously:

4. From and after the Time when the Corporation commence to discharge Water from the *Lindley Wood* Reservoir as last aforesaid, they shall discharge from and over the Weir at *Washburn Foot* into the River *Wharfe* a Quantity of Water not being less than Two thousand seven hundred and seventy-eight Gallons *per* Minute continuously.

This Act not to prevent riparian Owners from using the Water of the Washburn.

20. Nothing in this Act contained shall prevent *Francis Hawksworth Fawkes* or other riparian Owner from Time to Time and at all Times hereafter from using the Water *in transitu* between the Gauge for measuring the Water to be discharged from the *Lindley Wood* Reservoir and the intended Works of the Corporation at *Washburn Foot* as he might have done if this Act had not passed, but so nevertheless as not to injure the Quality of the Water for the Purposes of the Corporation.

Gauges for regulating and measuring Supply.

21. The Corporation shall erect, construct, and maintain, within One hundred Yards from the Embankment of the respective Reservoirs aforesaid, suitable Gauges for measuring the said respective Quantities of Water, and such Gauges shall be respectively open to the Inspection and Examination of the several Persons for the Time being interested in the Water so to flow or be discharged through or over the same; and for the Purpose of measuring the said Quantity of Two thousand seven hundred and seventy-eight Gallons *per* Minute to be discharged into the River *Wharfe*, the Corporation shall erect, construct, and maintain at or near to *Washburn Foot* a suitable Gauge and Weir and other Apparatus, and such Gauge and Weir and other Apparatus shall be open to the Inspection and Examination of the several Persons for the Time being interested in the Water to flow or be discharged from or over the said Weir.

Disputes as to Gauges to be referred to Arbitration.

22. In the event of any Difference or Disagreement between the Corporation and the Parties interested in the Water to be discharged over or through the respective Gauges and Weir with respect to the Construction or Use of any of the aforesaid measuring Gauges and Weir and other Apparatus, or of any of them, or any Parts thereof,

such Difference or Disagreement shall from Time to Time be settled and determined by a Hydraulic Engineer to be agreed upon by the Parties in difference, or, failing them, by a Hydraulic Engineer to be nominated on the Application of either Party, after Seven Days Notice in Writing to the other, by the President for the Time being of the Institution of Civil Engineers in *London*.

Penalty in case of Default.

23. In case the Corporation omit or fail to discharge or cause to flow the several Quantities of Water by this Act required to flow or be discharged over or through the said several Gauges and Weir respectively, the Corporation shall, for every Day on which such Omission or Failure shall occur, forfeit and pay to each of the Occupiers of Mills and Works injuriously affected by any such Omission or Failure, who may respectively sue for and recover the same, any Sum not exceeding the Sum of Five Pounds, and shall make Compensation to any Owner, Lessee, or Occupier of Lands on the Course of the Stream along which such several Quantities of Water ought to have flowed or been discharged, who may have been injuriously affected by any such Omission or Failure, for and in respect of all Damage sustained by them respectively by reason of such Omission or Failure.

For Protection of the Earl of Harewood and other riparian Owners on the Wharfe.

24. For protecting the Interests of the Earl of *Harewood* as riparian Owner, and other the riparian Owners on the River *Wharfe* below *Washburn Foot*, and for securing the continuous and uninterrupted Flow of the Quantity of Water by this Act stipulated to be discharged into the River *Wharfe* at or near *Washburn Foot*, the Corporation shall, in addition to the other Provisions in that Behalf of this Act, conform to and observe the following Provisions:

1. If and whenever the Earl of *Harewood*, or the Owner for the Time being of *Harewood Park*, shall be of opinion that the Gauge intended to be made at *Washburn Foot* is not constructed, maintained, or repaired so as accurately to measure the Quantity of Water flowing through the said Gauge into the River *Wharfe*, or that the Quantity of Water by this Act stipulated to be discharged over the said Gauge into the River *Wharfe* is not actually discharged, then it shall be lawful for the said Earl, or the Owner for the Time being of *Harewood Park*, to appoint *James Simpson* Esquire, Civil Engineer, or failing him, and from Time to Time, some competent Civil Engineer, to be approved, if the Corporation shall so require, by the President for the Time being of the Institution of Civil Engineers in *London*, to view, examine, and report upon the Efficiency and State of Repair of the said Gauge, and the Quantity of Water actually discharged over the same:

2. If

2. If at any Time the said Gauge shall, in the Opinion of the said *James Simpson* or such other Engineer as aforesaid, be, from the Construction or State of Repair or otherwise, insufficient for the Purposes required by this Act, the Corporation shall, on receiving Notice thereof, remedy the Inefficiency at their own Expense, and on their Failure so to do within Fourteen Days it shall be lawful for the Earl of *Harewood*, or the Owner for the Time being of *Harewood Park*, but subject to the Approval of the said *James Simpson* or such other Engineer as aforesaid, to cause such Works to be done and performed in connexion with the said Gauge as shall be necessary for making it efficient, and the Expenses incurred in so doing shall be recoverable from the Corporation in such Manner as is provided by "The Lands Clauses Consolidation Act, 1845," with respect to the Recovery of Forfeitures, Penalties, and Costs:

3. All the Costs attending the Employment of the said *James Simpson*, or such other Engineer as aforesaid, shall be paid by the Corporation, but the total Amount of such Costs payable by the Corporation in any One Year commencing the First of *January* shall not exceed Fifty Guineas:

4. With respect to any Land now the Property of the Earl of *Harewood* which the Corporation are by this Act entitled to take, use, enter upon, or interfere with, the Corporation shall not purchase the same, but shall be entitled to require an Easement only therein for the Purpose of laying, maintaining, and repairing, from Time to Time, Pipes under the same, with Liberty of Access to the same Pipes, and the said Earl, and the Owner for the Time being of the said Lands now of the said Earl, shall and may sell and grant such Easement to the Corporation.

Provisions of 21st Section not to affect other Remedies of riparian Owners on the Wharfe.

25. The Provisions contained in the last preceding Section of this Act for protecting the Interests of the riparian Owners on the River *Wharfe* shall not be deemed to take away or abridge any of the Powers or Remedies of such Owners, either at Law or under the Twenty-second Section of this Act, for enforcing the Discharge of the prescribed Quantity of Water over the Weir at *Washburn Foot*, or the Erection, Construction, and Maintenance of a suitable Gauge, Weir, and other Apparatus for measuring such Quantity, or for obtaining the Compensation made payable under the Twenty-third Section of this Act in case of the Omission or Failure by the Corporation to discharge or cause to flow the prescribed Quantity of Water over the Weir aforesaid.

Owners of Lands on the Wharfe between the

26. In addition to the Compensation Water by this Act directed to be discharged into the River *Wharfe* at *Washburn Foot*, the Corporation shall make to the Owners, Lessees, and Occupiers of and all

Foot of the Washburn and Arthington Mills to be compensated in Money in respect of the Abstraction of Water from the Washburn instead of from the Wharfe at Arthington Mills.

all Parties interested in the Waters of that Portion of the River *Wharfe* below the Point of Junction therewith of the River *Washburn* and above the Point at or near *Arthington Mills* at which the Corporation now take Water from the River *Wharfe* Compensation in Money for all Damage occasioned to the Lands, Mills, or other Property of such Owners, Lessees, and Occupiers, or other Parties using and interested in the Waters situate between the aforesaid Points by reason of the Abstraction by the Corporation of Water from the River *Washburn* at or near its Junction with the River *Wharfe* as authorized by this Act instead of from the River *Wharfe* at or near *Arthington Mills* as authorized by the recited Acts or any of them: Provided always, that whenever under this Act the Corporation shall commence to take from *Washburn Foot* the whole or any Part of the Six million Gallons *per* Day which they are now authorized to take from the River *Wharfe* at or near *Arthington Mills*, then for the Purposes of this Enactment they shall be deemed to have abstracted from the River *Wharfe* at *Washburn Foot* the whole of the said Quantity of Six million Gallons *per* Day.

As to Right of fishing, &c. in Fewston Reservoir.

27. Lady *Frankland Russell*, or other the Owner for the Time being of the Lands in *Fewston* now belonging to her, shall have the exclusive Rights of boating, fowling, shooting, and fishing upon and over so much of the *Fewston* Reservoir as shall be made upon her said Lands, and over which she may now have such Rights of sporting, but so nevertheless as not to foul the Water of the said Reservoir, nor in any way to injure the Works of the Corporation, or to interfere with the Use of the Reservoir or of the Waters thereof for the Purposes of this Act, and for the Exercise of the Rights aforesaid, or any of them, shall at all Times have free Access from such Lands to such Part of the said Reservoir for herself or himself, her or his Family, Visitors, and Gamekeepers; and, if required so to do, the Corporation shall erect for such Owner, and at her or his Cost and Charge, a suitable Boat-house on the Border of the said Reservoir adjoining to such Lands, or permit the said Lady *Frankland Russell*, or such other Owner as aforesaid, to erect such Boat-house; and it shall not be lawful for any Person to fish with Nets upon any Part of the said Reservoir: Provided always, that nothing herein contained shall alter, diminish, prejudice, or affect any Rights of Her Majesty in right of Her Duchy of *Lancaster* as Lady of the Forest and Liberty of *Knaresborough*.

As to the Minerals in Lady Frankland Russell's Estate.

28. Nothing in this Act shall prevent any of the Owners, Lessees, and Occupiers from Time to Time of any of the Lands now belonging to Lady *Frankland Russell*, and not taken under this Act by the Corporation, from or prejudicially affect them in working or unwatering any Mine, or getting, washing, or dealing with any Mineral in any of those Lands as they lawfully might do if this Act were not passed; and

and if and whenever they are, by or by reason of anything done or authorized under this Act by the Corporation, so prevented or prejudicially affected, the Corporation shall make to every Person so prevented or prejudicially affected full Compensation in that Behalf: Provided always, that this Enactment shall not operate to alter or diminish the Effect of the several Provisions of "The Waterworks Clauses Act, 1847," with respect to Mines.

Powers for compulsory Purchases limited.

29. The Powers of the Corporation under this Act for the compulsory Purchase of Lands shall not be exercised after the Expiration of Five Years from the passing of this Act.

Period within which Works to be completed.

30. If the Waterworks by this Act authorized and shown on the deposited Plans shall not be completed within Ten Years from the passing of this Act, then on the Expiration of that Period the Powers of the Corporation under this Act for making the Waterworks, or otherwise in relation thereto, shall cease to be exercised, except as to so much as is then completed.

Power to purchase additional Lands by Agreement.

31. In addition to the Lands which the Corporation are by this Act authorized to purchase compulsorily, they may from Time to Time, by Agreement, purchase in consideration of a Sum in gross or of a perpetual yearly Rentcharge, or partly for one Consideration and partly for the other, any additional Quantity of Land not exceeding in the whole One hundred Acres, or any Easement or Right (not being an Easement or Right to take Water in which other than Parties to the Agreement have a Right or Interest) in, over, or under any such additional Lands which the Corporation may from Time to Time think requisite for any of the Purposes of their Waterworks Undertaking.

Owners may grant Easements.

32. The Persons empowered by "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," respectively to sell and convey or release Lands, shall, subject to the Provisions of those Acts respectively, have full Power to grant to the Corporation in Fee, either absolutely or in consideration of a perpetual yearly Rentcharge, any Lands, or any Right or Easement in, over, or under any Lands, by this Act authorized to be purchased by the Corporation compulsorily or by Agreement, and which the Corporation may from Time to Time think requisite for any of the Purposes of their Waterworks Undertaking.

Application of 23 & 24 Vict. c. 106. to Easements.

33. For the Purposes of this Act the Provisions of "The Lands Clauses Consolidation Acts Amendment Act, 1860," with respect to Lands and Rentcharges, shall extend and apply to Easements and Rentcharges granted or reserved by Grants of Easements under this Act.

Height of Supply.

34. Notwithstanding anything in the recited Acts or this Act or any Act incorporated therewith respectively contained, it shall not be obligatory on the Corporation to supply Water at a Height greater than that to which it will flow by Gravitation from the Pipe for the Time being laid down by the Corporation.

Power to supply at Rates and Charges authorized by Act of 1847.

35. The Corporation from Time to Time may, by means of as well the Waterworks now vested in them as also the Waterworks by this Act authorized, supply Water within the Limits of the Act of 1847 and of this Act respectively, and may demand and take in respect of the Water supplied under the Authority of this Act the like Rates and Charges as under or by virtue of the Act of 1847 the Corporation are authorized to demand and take in respect of the Water supplied under the Authority of that Act, and may by Agreement supply Water for other than domestic Purposes, and may supply Water by Measure,

Power to supply Water in bulk to adjoining Districts.

36. The Corporation on the one hand, and the Local Board of Health for the Township of *Morley*, and any other Local Board or Local Authority for the Time being having Powers to distribute and supply Water in the Townships of *Morley* and *Churwell*, or either of them, on the other hand, may from Time to Time enter into and carry into effect Contracts and Agreements for the Supply of Water in bulk by the Corporation to the Local Board or Local Authority so contracting with the Corporation at such Rate or Price, for such Periods, and on such Terms and Conditions, as are from Time to Time agreed on.

Occupier liable to Water Rent in certain Cases.

37. Except in the Case in which the Owner of any Dwelling House or Tenement, the annual Value of which shall not exceed the Sum of Ten Pounds, shall have agreed with the Corporation to pay the Water Rent for the Supply of Water to such Dwelling House or Tenement, the Water Rent due or accruing due in respect of such Supply shall be payable by and may be recovered from the Occupier of such Dwelling House or Tenement.

Power to compel Owners of certain Houses to take and pay for a Supply of Water.

38. If it shall appear to the Officer of Health or any Inspector of Nuisances for the Borough of *Leeds* that any House within the Borough, not exceeding the annual Value of Thirteen Pounds, is without a proper Supply of Water, the Corporation may give Notice in Writing, under the Hand of their Town Clerk, to the Owner of such House requiring him within Twenty-eight Days to obtain such Supply from the Works of the Corporation, and to do all such Works as may be necessary for that Purpose; and if such Notice be not complied with, the Corporation may, if they think fit, do such Works, and may recover the Expenses thereof from the Owner of the Premises

Premises in like Manner as Water Rates or Rents are recoverable under this Act, and the Corporation shall supply with Water such House, and the Water Rent for the Supply of such House shall be due from and payable by the said Owner, and may be recovered by the Corporation as if such Owner had contracted with the Corporation for the Supply of such Water.

Regulations for preventing the Waste, &c. of Water.

39. For preventing the Waste, Misuse, or undue Consumption or Contamination of the Water of the Corporation, they from Time to Time may make such Rules and Regulations as they think necessary to be observed by the Persons supplied with the Water of the Corporation, and may thereby 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 Receptacles, or any of them, to be used by such Persons respectively for conveying, delivering, and receiving such Water, and may thereby interdict any Arrangement and the Use of any Pipes, Valves, Cocks, Cisterns, Baths, Soil-pans, Waterclosets, and other Apparatus or Receptacles which in the Judgment of the Corporation will be likely to occasion any such Waste, Misuse, undue Consumption, or Contamination, and the Corporation shall not be bound to supply or continue to supply Water to any such Person unless such Rules and Regulations be and continue to be duly observed by him; and the Pipes, Valves, Cocks, Cisterns, Baths, Soil-pans, Waterclosets, and other Apparatus and Receptacles used or to be used shall be made of such Size, Nature, Strength, and Materials, and shall be so arranged, kept, and repaired, as the Corporation from Time to Time so prescribe or otherwise approve; and in case of the Neglect or Refusal of any such Person to observe such Rules and Regulations, or any of them, the Corporation may, after Twenty-four Hours Notice in Writing, and by or under the Direction of their duly authorized Officer, repair, replace, or alter any Pipe, Valve, Cock, Cistern, Bath, Soil-pan, Watercloset, or other Apparatus or Receptacle of any Person supplied by them, and the Expenses of every such Repair, Replacement, or Alteration shall be repaid to the Corporation by the Person to whom or 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.

Penalty for Waste, &c. of Water by Nonrepair of Pipes.

40. If any Person supplied with Water by the Corporation shall wrongfully cause or suffer any Pipe, Valve, Cock, Cistern, Bath, Soil-pan, Watercloset, or other Apparatus or Receptacle to be out of repair, or to be so used or contrived as that the Water supplied to him by the Corporation is or is likely to be wasted, misused, unduly consumed, or contaminated, or as to occasion or allow the Return of foul Air or other noisome or impure Matter into any Pipe belonging to or connected

connected with the Pipes of the Corporation, such Person shall for every such Offence forfeit to the Corporation any Sum not exceeding Five Pounds, and shall forthwith remove, replace, or alter, or permit to be removed, replaced, or altered, any such Pipe, Valve, Cock, Cistern, Bath, Soil-pan, Watercloset, or other Apparatus or Receptacle to the Satisfaction of the Corporation or their duly authorized Officer.

Power to let for Hire Meters.

41. The Corporation may let for Hire to any Consumer of Water supplied by them any Meter or Instrument for measuring any Quantity of Water consumed and supplied, and any Pipes and Apparatus for the Conveyance, Reception, or Storage of such Water, for such Remuneration in Money as is agreed upon between the Corporation and the Person to whom the same is so let for Hire, and such Remuneration shall be recoverable in the same Manner as Water Rates or Rents are recoverable under this Act; and such Meters, Instruments, Pipes, and Apparatus shall not be subject to Distress for Rent of the Premises where the same are used, or be attached or taken in Execution under any Process of any Court of Law or Equity, or under or in pursuance of any Adjudication or Order in Bankruptcy, or under or in pursuance of any other legal Proceeding against the Person or Goods of the Person in whose Possession the same shall be.

Power for ascertaining Quantity consumed by Meter, and for removing Meters, &c.

42. The Officers of the Corporation may enter any House, Building, or Lands to, through, or into which Water is supplied by them by Measure in order to inspect the Meters, Instruments, Fittings, Apparatus, and Works for conveying, regulating, and measuring the Supply of Water, and for the Purpose of ascertaining the Quantity of Water consumed or supplied, and may from Time to Time enter any House, Building, or Lands for the Purpose of removing or carrying away any Meter, Instrument, Pipes, Fittings, Apparatus, or other Works the Property of the Corporation; and if any Person hinder any such Officer from entering and making such Inspection, or effecting such Removal, every Person so offending shall for every such Offence forfeit to the Corporation any Sum not exceeding Five Pounds: Provided always, that, otherwise than with the Consent of a Justice, such Power of Entry shall not be exercised except between the Hours of Ten in the Forenoon and Four in the Afternoon.

Penalty on wrongful Use of Water.

43. Every Person who, not having agreed to be supplied with Water by the Corporation, wrongfully takes or uses any Water from any Reservoir, Watercourse, Conduit, or Pipe belonging to the Corporation, or from any Pipe leading to or from any such Reservoir, Watercourse, Conduit, or Pipe, or from any Cistern or like Place containing Water belonging to the Corporation or supplied by them for the Use of any Consumer, shall for every such Offence forfeit to the Corporation any Sum not exceeding Ten Pounds; and every Person

Person who, having agreed to be supplied with Water by the Corporation, wrongfully takes or uses any Water from any such Reservoir, Watercourse, Conduit, or Pipe, or from any such Pipe, Cistern, or other like Place, for any Purpose other than the Purpose for which he so agreed to be supplied, shall for every such Offence forfeit to the Corporation any Sum not exceeding Ten Pounds; and in any of the Cases aforesaid the Corporation shall be entitled in addition to recover from any such Person the Amount of any Loss, Damage, or Injury sustained by them by or in consequence of any such wrongful Acts by Action in any Court of competent Jurisdiction.

Water may be cut off in certain Cases.

44. If any Person supplied with Water by the Corporation wrongfully do or cause or permit to be done anything in contravention of any of the Provisions of the incorporated Acts and this Act respectively, or wrongfully fail to do anything which under any of those Provisions ought to be done for the Prevention of the Waste, Misuse, undue Consumption, or Contamination of the Water of the Corporation, they may cut off any of the Pipes by or through which Water is supplied by them to him and for his Use, and may cease to supply him with Water so long as the Cause of Injury remains or is not remedied, and may also recover from him the Amount of any Loss, Damage, or Injury sustained by them by or in consequence of any such Act or Failure by Action in any Court of competent Jurisdiction.

Power to borrow on Mortgage.

45. For any of the Purposes of the recited Acts and this Act respectively the Corporation from Time to Time, under the Authority of this Act, may borrow on Mortgage of the Borough Fund of the Borough of *Leeds*, and of the Water Rates or Rents received by, under, or by virtue of the recited Acts and this Act, or any of them, any Sums which they from Time to Time think requisite, not exceeding in the whole (inclusive of the Sums at the Time of the passing of this Act borrowed and owing by the Corporation under the Act of 1852, and which Sums on the First Day of *January* One thousand eight hundred and sixty-seven amounted to the Sum of Four hundred and twenty thousand Pounds or thereabouts,) the Sum of Nine hundred and twenty thousand Pounds.

Priority of existing Mortgages.

46. Nothing in this Act contained shall prejudicially affect any Mortgage heretofore granted by the Corporation on the Credit of the Borough Fund of the Borough of *Leeds* and now in force, and all Mortgages granted by the Corporation under the Act of 1852 and now in force shall during the Continuance thereof respectively have Priority over all Mortgages granted by the Corporation under this Act.

Companies Clauses Act, 1845, to apply to Mortgages.

47. The Provisions of "The Companies Clauses Act, 1845," with respect to the borrowing of Money by the Company on Mortgage or Bond shall be incorporated with this Act, and shall extend and apply to the Corporation and to their Mortgages and Mortgagees under this Act; and in construing those Provisions in connexion with this Act the Expression "the Company" shall mean the Corporation, and the Expression "General Meeting of the Company" shall mean any Meeting of the Council of the Corporation.

Receiver for Mortgagees.

48. The Mortgagees under this Act may enforce the Payment of the Arrears of Interest or Principal, or Principal and Interest, due on their respective Mortgages, by the Appointment of a Receiver; and in order to authorize the Appointment of a Receiver in respect of Principal, or Principal and Interest, the Amount owing to the Mortgagees by whom the Application for a Receiver is to be made shall not be less than Fifty thousand Pounds in the whole.

Expenses and Income of Corporation under Acts charged on Borough Fund.

49. All the Monies expended by the Corporation for any of the Purposes of this Act, and other the Costs, Charges, and Expenses of and incident to the carrying into execution of this Act (including therein the Costs, Charges, and Expenses of and incident and preparatory to the obtaining and passing of this Act), shall be charged upon and be paid and satisfied out of the Borough Fund of the Borough of *Leeds* as if the same were Expenditure necessarily incurred in executing, with reference to the Borough of *Leeds*, the Act of the Fifth and Sixth *William* the Fourth, Chapter Seventy-six, for the Regulation of Municipal Corporations; and all Monies borrowed or otherwise raised by the Corporation under this Act, and all the Water Rates, Rents, Charges, Damages, Penalties, and other Monies whatsoever received by or for the Benefit of the Corporation under this Act, or in carrying this Act into execution, shall be paid and carried to the Credit of that Borough Fund; and Section Thirty-nine of the Act of 1852, relating to the keeping of the *Leeds* Waterworks Account and the Publication of Abstracts of that Account, shall extend and apply to the Receipts, Credits, Payments, and Liabilities of the Corporation under or with reference to this Act.

Provision of Act of 1852 as to Drawbacks and Allowances to apply to this Act.

50. Section Thirty-six of the Act of 1852 relating to Drawbacks to Townships, and Sections Thirty-seven and Thirty-eight of the same Act relating to the Assessments of Canals and Railways, and the Drawbacks to Railway and Canal Companies, shall extend and apply to this Act as if the Expenses by this Act made payable out of the Borough Rate were Expenses by the Act of 1852 made payable out of the Borough Rate.

Sinking Fund.

51. At the Expiration of Ten Years from the passing of this Act the Corporation shall commence and shall thenceforth continue to set aside

aside annually from their Receipts for Water Supply a Sum equal to One Pound *per Centum* upon the aggregate Amount of the Principal Monies which shall have been borrowed by them under the Powers of this Act as a Sinking Fund for the Repayment of those Principal Monies, and shall from Time to Time apply the Sums so set apart in Repayment of the Principal Monies so borrowed; and when and so soon as the total Amount of the said Principal Monies shall by means of such Sinking Fund have been paid off, or a Fund sufficient for the Payment thereof shall have been provided, the Corporation shall commence and thenceforth continue to set aside annually from the said Receipts a Sum equal to One Pound *per Centum* upon the aggregate Amount of the Principal Monies borrowed by them under the Act of 1852 as a Sinking Fund for the Repayment of the last-mentioned Principal Monies, and shall from Time to Time apply the Sums so set apart in Repayment of such Principal Monies; and it shall not be lawful for the Corporation under the Powers of the Act of 1852 or of this Act to reborrow any Principal Monies which shall have been paid off by means of such Sinking Funds, or either of them, but the borrowing Powers of the Corporation under the said Acts shall be reduced by the Amount from Time to Time paid off by means of such Sinking Fund.

Application of Penalties.

52. Every Penalty imposed by or under this Act or any Act incorporated with this Act, or by or under any Byelaw made under this Act or any Act incorporated with this Act, shall (except where the Corporation shall be the Party by whom the Penalty has to be paid) be awarded and paid to the Corporation.

Saving Rights of Corporation.

53. Except as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, alter, or prejudice any of the Rights, Powers, Authorities, or Privileges of the Corporation.

Saving Rights of the Crown and the Duchy of Lancaster.

54. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Queen's most Excellent Majesty, Her Heirs and Successors, as well in right of Her Crown as in right of Her Duchy of *Lancaster*.

Expenses of Act.

55. All the Costs, Charges, and Expenses of and incident to and preparatory to the obtaining and passing of this Act shall be paid by the Corporation.

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