ANNO DECIMO QUINTO

VICTORIÆ REGINÆ.

****

Cap. cii.

An Act for enabling the *Leeds* Waterworks Company to provide a better Supply of Water to the Town and Neighbourhood of *Leeds*.

[17th *June* 1852.]

WHEREAS it is expedient that the *Leeds* Waterworks Company (incorporated by "The *Leeds* Waterworks Act, 1847"), should be empowered to construct and maintain certain additional Waterworks, and to obtain and provide a better Supply of Water: And whereas the Company, and the Mayor, Aldermen, and Burgesses of the Borough of *Leeds* (in this Act called "The Corporation") are respectively desirous, and it is expedient, that Provision be made for the Transfer of the Undertaking, Waterworks, and Property of the Company to the Corporation: And whereas such several Purposes cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

I. That in citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Leeds* Waterworks (*Wharfe* Supply) Act, 1852." Short Title.

8 & 9 Vict. c. 18. incorporated with this Act.

II. That the Provisions of "The Lands Clauses Consolidation Act, 1845," shall be incorporated with this Act.

Same Meanings to Words in incorporated Act and this Act.

III. That the several Words and Expressions to which, by the Act incorporated with this Act Meanings are respectively assigned, shall have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

Power to apply Capital to new Works.

IV. That the Company may apply to the Purposes of this Act such Part of the Monies authorized to be raised by them under the first-recited Act as may be necessary.

Works to be executed according to deposited Plans, &c.

V. Whereas Plans and Sections of the intended Works, showing the Lines and Levels thereof, and also Books of Reference containing the Names of the Owners, Lessees, and Occupiers or reputed Owners, Lessees, and Occupiers of the Lands through and in which the same are or are intended to pass and be made, and of the Streams and Waters intended to be taken for the Purposes thereof, have been deposited with the Clerk of the Peace for the West Riding of the County of *York*: Be it therefore enacted, That the Company may maintain, and make and maintain, the said Works in the Lines and upon the Lands, and according to the Levels delineated on those Plans and Sections and described in those Books of Reference; and may enter upon, take, and use for the Purposes of the said Works, such of those Lands, Streams, and Waters as shall be necessary: The Works by this Act authorized shall be the following; (that is to say,)

The maintaining of an Aqueduct or Conduit, and Engines, Pumps, and Works already constructed or erected by the Company, and by means thereof diverting and taking Water from the River *Wharfe*, near to and Eastward of *Harewood Bridge* in the Township and Parish of *Harewood*; and the pumping of the same to and into the Company's *Stubhouse* Conduit, and thence permitting the same to flow to and into their *Eccup* Reservoir; and the altering of those Engines, Pumps, and Works; and the erecting and constructing of others in lieu thereof, or in addition thereto; and the using and applying of the same in like Manner, and so from Time to Time; which Aqueduct or Conduit commences at the River *Wharfe* near to *Harewood Bridge*, and terminates at the *Stubhouse* Conduit, near to and North-westward of *Swan Wood*, all in the Township and Parish of *Harewood* in the West Riding of the County of *York*.

Agreement with the Earl of Harewood

VI. Whereas by an Indenture bearing Date the First Day of *August* One thousand eight hundred and fifty-one, made between the Right Honourable *Henry* Earl of *Harewood* of the First Part, the Honourable

Honourable *Henry Thynne Lascelles* commonly called Viscount *Lascelles* of the Second Part, and the Company of the Third Part, Authority is given to the Company to construct, lay, and maintain certain Erections, Buildings, Pipes, and other Works in the Lands of the said Earl of *Harewood* in the Parish of *Harewood*, subject to the Covenants and Conditions in the same Indenture expressed; and it is the Intention of the said respective Parties that the said Indenture, and all the Matters and Things therein contained, shall be and remain in full force: Be it therefore enacted, That, notwithstanding any of the Provisions in this Act contained, the said Indenture and the several Covenants and Conditions, and all and singular other the Matters and Things therein contained, shall be and continue in full force, and the same shall not, nor shall any of them, be in any Manner defeated, lessened, or otherwise prejudiced in any Manner howsoever: Provided always, nevertheless, that it shall not be lawful for the Company (except under the Provisions of the said Indenture) to take and use any of the Lands specified in the said Plans belonging to the said *Henry* Earl of *Harewood*, or to take, appropriate, or use any of the Streams and Waters flowing over or through or being upon any of the same Lands, without the Consent in Writing of the Owner for the Time being of the same Lands; and that nothing in this Act contained shall extend or be construed to give to the Company any compulsory Powers to purchase, or any other compulsory Powers whatsoever, in, over, or in relation to such Lands, Streams, or Waters.

and Viscount Lascelles of the 1st August 1851 confirmed.

VII. That, subject to the Provisions of this Act, the Company may from Time to Time vary, repeal, or extinguish all existing Rights or Privileges connected with the Lands, Streams, and Waters delineated on the Plans and described in the Books of Reference respectively deposited for the Purposes of this Act, and which would in any Manner impede or interfere with the Purposes of this Act.

Power to vary Rights to Water.

VIII. Provided always, That nothing in this Act contained shall authorize the Company, without the Consent in Writing of *Randall Hatfeild* of *Thorpe Arch Hall* in the County of *York*, Esquire, or other the Owner for the Time being of the *Thorpe Arch Hall* Estate, and of *Andrew Montagu* of *Melton-on-the-Hill* in the County of *York*, Esquire, or other the Owner for the Time being of *Wetherby Mill* in the same County, and of *George Wyndham* of *Petworth* in the County of *Sussex*, Esquire, or other the Owner for the Time being of *Tadcaster Mill*, to take in any One Day more than Two Millions and a Half Gallons of Water from the River *Wharfe* and its Tributaries, nor to take any Water from such River and its Tributaries after the Expiration of Seven Years from the passing of this Act: Provided

Act not to authorize the Company to take more than a specified Quantity of Water without Consent.

Provided also, that nothing in this Act contained shall in any Manner prevent, prejudice, or affect the Right of the said Company at any Time hereafter to apply to Parliament for any other Act or Powers to take or divert the Waters of the said River *Wharfe*, or any of its Tributaries, nor prevent, prejudice, or affect the Rights of the said Owners, Occupiers, and Parties interested as aforesaid to oppose such Application, in as full and ample a Manner as the said respective Parties might respectively do if this Act had not been passed.

Millowners and others injured by this Act to receive Compensation.

IX. That the said Company shall make to the Owners and Occupiers of and all Parties in any way interested in any Lands, Streams, or Waters taken or used for the Purposes of this Act, or injuriously affected by the Exercise of any Powers vested in the Company by virtue of this Act, full Compensation not only for the Value of the Streams or Waters so taken or used, but for all Damage, Injury, or Deterioration whatever to such Owners, Occupiers, and other Parties, or their Property, by reason or in consequence of the Exercise of such Powers; and the Amount of such Compensation shall be ascertained and determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for determining by Arbitration Questions of Compensation; and all the Provisions of such Act shall be applicable to determining the Amount of any such Compensation, and to enforcing the Payment or other Satisfaction thereof; and in assessing such Compensation the Arbitrator shall take into consideration Injury, Damage, or Deterioration which may arise from or be consequent upon the Exercise of the Company's Powers under this Act, and shall allow Compensation from the First Day of *September* last to the Day of the passing of this Act, on the Basis of the Company having taken from the said River Eight hundred thousand Gallons of Water in each Day of such Period; and shall allow future Compensation on the Basis of the Company taking from such River and its Tributaries, under the Powers of this Act, the full Quantity of Two Millions and a Half Gallons of Water in each Day for the full Period of Seven Years from the passing of this Act; and that *Christopher Paver* of *Peckfield* in the County of *York*, Gentleman, shall be deemed to have been appointed by the Company, and the said *Randall Hatfeild*, *Andrew Montagu*, and *George Wyndham* respectively, Arbitrator under the said Lands Clauses Consolidation Act for the Purpose of assessing the Compensations to be made; and such Arbitrator, or other the Arbitrator to be appointed in his Place under such Act, shall, in addition to his Powers under the same Act, determine the Mode in which the Quantity of Water to be so taken shall be ascertained to be limited as above prescribed; and that the Costs, Charges, and Expenses of all Parties of every Arbitration and incident thereto shall be settled by the Arbitrator, and in all Cases be borne and paid by the Company.

X. That

Period for compulsory Purchases limited.

X. That the Powers by this Act conferred on the Company for the compulsory Purchase of Streams or Waters (but which compulsory Powers are not in any Case to extend to any Streams or Waters flowing over or through or being upon any of the Lands of the said *Henry* Earl of *Harewood*) shall not be exercised after the Expiration of Three Years from the Date of the passing of this Act.

Period for Completion of Works.

XI. That the Works by this Act authorized to be constructed shall be completed within Five Years after the passing of this Act; and on the Expiration of that Period the Powers by this Act granted to the Company for executing those Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Limits of Deviation.

XII. That the Company, in constructing the Works by this Act authorized to be constructed, may deviate from the Line of the Works laid down in the Plans deposited for the Purposes of this Act within the Limits of Deviation delineated on those Plans, to the Extent of Ten Yards in passing through a Town, Village, or Lands continuously built on, and to the Extent of One hundred Yards in other Places, but not to any greater Extent: Provided always, that the Company shall not take or use for the Purpose of any such Deviation the Lands of any Person not mentioned in the Books of Reference deposited for the Purposes of this Act, without his previous Consent in Writing, unless his Name be omitted by Mistake, and the Fact that such Omission happened by Mistake be certified as by this Act provided.

Power to purchase and rent Land, &c. by Agreement.

XIII. That notwithstanding anything in this Act contained, the Company may from Time to Time, and in addition to the other Lands and Premises which they are by this Act authorized to take, but only by Agreement with the Owners of any Lands, Waters, and Streams which the Company from Time to Time require for the Purposes of this Act, purchase such Lands, not exceeding Twenty Acres, and such Waters and Streams, or the User thereof, and any Easement, Power, or Authority in or over the same, or take a Lease thereof, on such Terms as are mutually agreed on, and may by like Agreement purchase the Reversion of any Lands or Streams for the Time being held by the Company by or under any Lease, or the Discharge of the demised Premises from the Rent reserved by or the other Obligations of the Lease thereof.

Power for Owners to grant Leases, &c.

XIV. That all Persons by this Act empowered to convey Lands to the Company shall have full Power, for the Purposes of this Act, to grant Leases to the Company of any Lands, Waters, and Streams, or of the User thereof, and to grant to the Company any Easement,

Power, or Authority in or over such Lands, Waters, or Streams, for any Term, Estate, or Interest mutually agreed on: Provided always, that in all such Leases or Grants, when made by any Corporation, or by any Individual entitled to any Estate or Interest other than a Fee Simple for his own Benefit, there be reserved the best Rent or Remuneration that can reasonably be gotten for the Premises thereby demised or granted, such Rent or Remuneration not being less than such as shall be determined according to the Provisions with respect to the Purchase of Lands by Agreement of "The Lands Clauses Consolidation Act, 1845," by Two able practical Surveyors or their Umpire.

Power to demand Rates for Supply of Water.

XV. That the Company may from Time to Time demand and take in respect of the Water supplied under the Authority of this Act, the like Rates and Charges as by "The *Leeds* Waterworks Act, 1847," the Company are now authorized to demand.

And with respect to the Sale and Transfer of the Waterworks to and the Execution of this Act by the Corporation, be it enacted as follows:

Power for Corporation to take Transfer of Waterworks.

XVI. That if at any Time hereafter the Corporation shall be desirous of purchasing the Undertaking, Works, Property, Powers, Rights, and Privileges of the Company, it shall be lawful for the Corporation so to do, and to require and demand of the Company to sell and transfer the same to the Corporation for the Considerations and in the Manner and subject as herein-after mentioned.

Form of Transfer.

XVII. That such Transfer by the Company shall be by Deed duly stamped, in which the full Consideration shall be set forth, and may be in the Form in the Schedule to this Act annexed, or to the like Effect, with such Alterations therein or Additions thereto as the Circumstances of the Case, or the Parties thereto, require; and such Transfer shall be under the respective Common Seals of the Company and the Corporation.

Notice of Transfer.

XVIII. That forthwith after the Execution of the Transfer the Corporation shall give Notice thereof by Advertisement in the *London Gazette*, and also in all the *Leeds* Newspapers.

Amount to be paid by Corporation to Company for Transfer.

XIX. That in consideration of such Transfer the Corporation shall pay to the Company such a Sum as shall be the aggregate Amount of the Capital of the Company actually paid up at the Time of the Transfer, and such a Sum as, in addition to the Amount theretofore paid by way of Dividends or Interest on that Capital, will be equal to Interest after the yearly Rate of Six Pounds in the Hundred on that

Capital, from the respective Times when the same was paid up to the Time of the Transfer.

Operation of Transfer.

XX. That from and after the Execution of the Transfer all the Undertaking, Works, Property, Powers, Rights, Interests, Claims, and Demands whatsoever of the Company, thereby expressed to be transferred, shall thenceforth be and remain vested in and exercised by the Corporation, and form Part of the Corporate Estates of the Corporation; but subject to all Mortgages, Charges, Incumbrances, Liabilities, and Obligations at the Time of the Transfer affecting the Company, or the Property thereof, and may be holden, enjoyed, and disposed of accordingly by the Corporation.

After Transfer Act to be executed by Corporation.

XXI. That from and after the Transfer this Act shall be carried into execution by the Corporation acting by the *Leeds* Council, and in accordance with the Act of Fifth and Sixth *William* the Fourth, Chapter Seventy-six, and all other Laws whatsoever, general or local, for the Time being in force, affecting the Municipal Corporation of the Borough of *Leeds*, so far as the same respectively are applicable to the Provisions or Purposes of this Act; and the several Provisions of this Act, so far as the same respectively can be applicable to a Municipal Corporation, shall accordingly apply to the Corporation.

Powers of Company may be exercised by Corporation.

XXII. That from and after the Execution of the Transfer all the Rights, Powers, Privileges, and Authorities by or under this Act, or any other Act or Acts respectively conferred on, given to, or vested in the Company, shall, so far as the same can be applicable to a Municipal Corporation, apply to and be vested in the Corporation, and may be used, exercised, and enjoyed by the *Leeds* Council for and on behalf of the Corporation, and the Officers, Agents, and Servants respectively of the *Leeds* Council accordingly; and the Common Seal of the Corporation may be used when necessary in reference thereto, in like manner as if the Corporation had been originally named in and authorized to execute this Act.

Corporation to discharge Liabilities of Company.

XXIII. That from and after the Execution of the Transfer the Corporation shall be subject and liable to all Covenants, Conditions, Agreements, Liabilities, Debts, Charges, and Restrictions to which the Company were immediately before the Execution of the Transfer, or but for the Transfer would be or become subject or liable, and shall indemnify the several Proprietors of Shares in the Company, and their respective Heirs, Executors, Administrators, Successors, and Assigns, and Effects, from all such Covenants, Conditions, Agreements, Liabilities, Debts, Charges, and Restrictions, and all Costs, Charges, and Expenses by reason thereof, or of the Nonperformance or undue Performance thereof respectively; and any Action, Suit, Prosecution,

Prosecution, or other Proceeding which, but for the Transfer, might be brought or commenced by or against the Company in relation to such Covenants, Conditions, Agreements, Liabilities, Debts, Charges, and Actions may be brought or commenced by or against the Corporation: Provided always, that, as between the Company and the Corporation, the Company shall indemnify the Corporation against all such (if any) of the Debts and Liabilities of the Company, as according to the Terms and Conditions of the Transfer are, as between the Corporation and the Company, to be discharged by the Company.

Water Rates to be recovered by Corporation.

XXIV. That all Water Rates imposed under this Act, and which at the Time of the Transfer are due to the Company, shall continue in force, and be due and payable to the Corporation, and may be collected and recovered under this Act accordingly.

Debts due to Company to be paid to Corporation.

XXV. That all Persons who immediately before the Transfer owe any Money to the Company, or to any Person in their Behalf, shall pay the same, with all the Interest, if any due or to accrue due, for the same, to the Corporation.

Actions, &c. by and against Company not to abate.

XXVI. That any Action, Suit, Prosecution, or other Proceeding whatsoever commenced either by or against the Company previously to the Transfer shall not abate or be discontinued by the Transfer, but on the contrary shall continue and take effect both in favour of and against the Corporation in the same Manner to all Intents and Purposes as, in case the Transfer had not been made, the same would have continued and taken effect in favour of or against the Company; and the Court in which any such Action, Suit, Prosecution or other Proceeding is pending, or any Judge, may, upon the Application in a summary Way of any Party thereto, cause the Name of the Corporation to be substituted for the Name of the Company as Party to such Action, Suit, Prosecution, or other Proceeding, and the Name of the Corporation shall after any such Substitution be used in any such Action, Suit, Prosecution, or other Proceeding in like Manner as if the Corporation instead of the Company had originally been Party thereto.

Byelaws, &c. to remain in force.

XXVII. That, notwithstanding the Transfer, all Byelaws, Rules, Regulations, and Orders made by the Company shall continue in force until the same be repealed, altered, or varied by the Corporation, and such Byelaws, Rules, Regulations, and Orders, and all Penalties and Forfeitures thereby respectively imposed, may and shall be enforced, recovered, and applied in the same Manner in all respects as if the same had been made and imposed respectively by the Corporation.

XXVIII. That

Officers to continue until removed.

XXVIII. That all Officers and Persons appointed to or in Office or Employment under this Act at the Time of the Transfer shall continue in their respective Offices and Employments according to their respective Appointments until removed therefrom by the Corporation according to the Provisions of this Act, and all such Officers and Persons shall have the same Powers, Privileges, and Advantages, and all such Officers and Persons and all Sureties shall be liable to the same or the like Conditions, Penalties, Obligations, Restrictions, and Regulations, as if such Officers and Persons had been appointed by the Corporation under this Act, and such Sureties had become bound under this Act to or for the Benefit of the Corporation.

Power to Corporation to lease Water Rates.

XXIX. That the Corporation may lease the whole or any of the Water Rates payable to the Corporation by virtue of this Act for any Term not exceeding Three Years, and at such Rent and on such Terms and Conditions as the Corporation think fit.

And with respect to the raising of Money by the Corporation for the Purposes of this Act, be it enacted as follows:

Power for Corporation to borrow on Mortgage.

XXX. That the Corporation may borrow the Monies from Time to Time required by them for all or any of the Purposes of this Act, on Mortgage of the Borough Fund of the Borough of *Leeds* and of the Rates which they may receive under or by virtue of the first-recited and this Act, or any of them.

Provisions of 8 & 9 Vict. c. 16. as to borrowing to apply to this Act.

XXXI. That, after the Transfer, the Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the borrowing of Money by the Company, shall extend and apply to the Corporation and their Mortgagees under this Act; and the Expression "the Company" in those Provisions shall for the Purposes of this Act apply accordingly to the Corporation.

Mortgagees may enforce Payment of Arrears by Appointment of a Receiver.

XXXII. That the Mortgagees under this Act of the Corporation may enforce the Payment of the Arrears of Principal and Interest due on their respective Mortgages by the Appointment of a Receiver; and the Amount to authorize a Requisition for a Receiver shall be Fifty thousand Pounds.

Power for Corporation to sell Estates.

XXXIII. That the Corporation may from Time to Time sell and absolutely dispose of and convey such of the Estates and Effects vested in the Corporation, by or under the Transfer, as shall not be required for the Purposes of this Act, and the Monies arising from such Sales shall be applied in or towards Discharge of the Principal Monies secured thereon, or borrowed by the Corporation under this Act.

Corporation not to sell or encumber without the Approbation of the Treasury.

XXXIV. That nothing in this Act contained shall enable the Corporation to sell, alienate, encumber, or demise, for the Purposes of this Act, without the Approbation of the Commissioners of Her Majesty's Treasury of the United Kingdom of *Great Britain* and *Ireland*, or any Two of them, any Lands, Tenements, or Hereditaments which they could not have sold, alienated, encumbered, or demised without such Approbation before the passing of this Act, anything in this Act to the contrary notwithstanding.

Expenses and Income of Corporation under this Act.

XXXV. That 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 by the Corporation, (except such Costs, Charges, and Expenses as are by this Act required to be and can be otherwise paid or satisfied,) shall be charged upon and be paid or 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; and all Monies borrowed or otherwise raised by the Corporation under this Act, and all the Water Rates, Charges, Damages, Penalties, and other Monies whatsoever, received by or for the Benefit of the Corporation under this Act, or in carrying it into execution, shall, except as by this Act otherwise provided, be paid to the Credit of that Borough Fund.

Allowing a Drawback to Townships under certain Circumstances.

XXXVI. That, until the Corporation shall have laid Mains or Pipes capable of bringing a Supply of Water to the Houses in every Township within the Borough, and if any Sum shall be paid, or shall require to be paid, out of the Borough Rate under or in respect of the Provisions of this Act relating to the Supply of Water, then and in such Case, and so often as the same shall happen, it shall be lawful for the Corporation to allow or repay to the Overseers of all or any of the Townships within the Borough in which the Corporation shall not have laid Mains or Pipes capable of bringing a Supply of Water to the Houses therein such a Drawback on the Assessment of such Township to the Borough Rate as to the said Corporation shall seem to be just, having regard to the Amount of so much of such Borough Rate as the said Townships or any of them might otherwise be liable to pay, or may have paid, for or towards the Amount which the Corporation may require to apply or may have applied in manner aforesaid.

Principle of "Public Health Act, 1848," to be

XXXVII. And whereas by the "Public Health Act, 1848," certain Properties, including Land used only as a Canal or Towing Path for the same, or as a Railway constructed under the Powers of

of any Act of Parliament for public Conveyance, are exempted from the Payment of any greater Proportion than One Fourth of certain Rates leviable under the said Act, and it is just and expedient that the Companies to whom the Canals and Railways situate within the said Borough of *Leeds* respectively belong should not be required to pay any greater Proportion in respect of the Purchase of the said Waterworks and the Supply of Water within the said Borough, and the Costs and Expenses of carrying this Act or any Act incorporated therewith into effect, than the Proportion which they would or might pay, or be called on to pay, if the Provisions of the said Public Health Act were enforced within the said Borough: Be it therefore enacted, That if any Sum shall be paid, or be required to be paid, out of the Borough Rate or Fund within the Borough, under or in respect of the Provisions of this Act, or of any Act incorporated therewith, then and in such Case and so often as the same shall happen the said Corporation shall and they are hereby required to allow or repay, in manner herein-after provided, to the Companies respectively to whom any Canal or Railway situate within the said Borough may belong, a Drawback on the Assessment of such Canal or Railway to the said Borough Rate, equivalent to the full Amount of Three Fourths of so much of such last-mentioned Rate as the said Companies respectively might otherwise be liable to pay or may have paid, for or towards the Amount which the said Corporation may require to apply or may have applied in manner aforesaid.

Provision as applied to Assessment of Canals and Railways.

XXXVIII. That if the said Railway or Canal Companies, or any or either of them, shall at any Time have paid or contributed to the said Borough Rate any greater Proportion thereof than under the foregoing Provision they would or ought to be liable to pay, then and in such Case, and so often as the same shall happen, the said Corporation shall and they are hereby required to repay, on Demand, the Amount which such Companies may have paid in Excess of the respective Proportions payable by them as aforesaid, and such Amount may be recoverable from the Corporation by an Action of Debt or Indebitatus assumpsit for Money received by the Corporation for the Use of such Company as shall have paid such Excess, or otherwise the said Corporation shall deduct and allow to the said Companies respectively the full Amount of the Excess so paid by them, any or either of them, from and out of the next Borough Rate which may be levied within the said Borough.

Certain Drawbacks to be allowed to Railway and Canal Companies.

XXXIX. That the Corporation shall keep distinct and proper Accounts of all Receipts, Credits, Payments, and Liabilities with reference to the Execution by the Corporation of this Act, to be called "The *Leeds* Waterworks Account;" and Abstracts of such Accounts

Waterworks Account to be kept and published.

Accounts shall be published yearly in the Month of *November* in One or more of the *Leeds* Newspapers.

And with respect to the Dissolution of the Company, be it enacted as follows; to wit,

Company to realize their Assets not transferred to the Corporation.

XL. That, as soon as conveniently may be after the Execution of the Transfer, the Company shall call in, sell, convert into Money, and otherwise realize all such (if any) of the Monies, Securities for Money, Property, and Effects whatsoever of the Company as are not transferred to the Corporation, and shall apply the net Proceeds thereof, and the Monies received by the Company from the Corporation, in satisfaction of such (if any) of the Debts and Liabilities of the Company as, according to the Terms of the Transfer, are, as between the Company and the Corporation, to be discharged by the Company, and shall divide and pay the Surplus of such Proceeds and other Monies to and among the several Persons who at the Time of such Division shall be the Proprietors of Shares in the Company, and according to their respective Interests in the Company, or their respective Executors, Administrators, or Assigns.

Company not to be bound by Trusts.

XLI. That the Company shall not be bound to see to the Execution of any Trust, whether expressed, implied, or constructive, and to which any Money so divided and paid by them may be subject; but the Receipt of the Persons whose Receipts would, if such Money were Dividends on Shares in the Company, be sufficient Discharges for the same, shall be sufficient Discharges to the Company for such Money.

Provision in case of Absence, &c. of Shareholders.

XLII. That in case the Company be unable by reason of the Absence from *Great Britain* or Incapacity of any Shareholder, his Executors, Administrators, or Assigns, or of his Existence or Place of Abode not being after diligent Inquiry ascertainable by the Company, then the Company shall, according to the Provisions of any Act in force for the Time being authorizing the Payment into the Court of Chancery of Trust Monies under like Circumstances, pay into that Court all Monies which according to this Act ought to be paid by the Company to him or them; and such Payment shall, for the Purpose of the Dissolution of the Company, be deemed Payment by the Company to him or them, and he or they shall be entitled to obtain, at his and their Costs, according to the Provisions of any such Act, Payment of such Money out of that Court to him or them.

Dissolution of Company.

XLIII. That as soon as all Monies to be according to this Act divided and paid by the Company are duly divided and paid or otherwise

otherwise duly appropriated by the Company, and all the Debts and Liabilities of the Company to be according to this Act satisfied by the Company are fully satisfied, the Company shall be dissolved and wholly cease to exist: Provided always, that until the Company be so dissolved, and notwithstanding this Act or the Transfer, such of the Powers, Privileges, and Authorities by this Act granted or continued to the Company as may be necessary for enabling the several Purposes for the Time being of this Act, with reference to the Company and the winding-up of the Affairs thereof, to be effected, may be held, exercised, and enjoyed by the Company as if this Act had not passed, and the Transfer had not been made: Provided also, that such Reservation of Powers, Privileges, and Authorities to the Company shall not in any way derogate from or prejudice any of the Powers, Privileges, and Authorities which by this Act are conferred on the Corporation.

Notice of Dissolution of Company

XLIV. That, forthwith after Notice to the Corporation of the Dissolution of the Company, the Corporation shall give Notice thereof by Advertisement, as by this Act provided with respect to Notice of the Execution of the Transfer.

And with respect to sundry Matters, be it enacted as follows; to wit,

Right of Fishing, &c. reserved to Lord Harewood.

XLV. That it shall be lawful to and for the Earl of *Harewood*, and his Heirs, and his and their Families and Friends, to be by him and them respectively authorized, at all Times hereafter (to the Exclusion of all other Persons), to angle and fish, with or without Nets, in the Reservoir of the Company made on the North Side of the Ridge or Hill at *Alwoodley* at all reasonable Times, and for that Purpose to maintain and keep Boats or Vessels that may be convenient thereto, doing no Hurt or Damage to the said Reservoir and the Embankments, or the Works and Property of the Company, and subject to the Terms, Conditions, and Restrictions contained in and by a certain Indenture, dated the First Day of *February* in the Year of our Lord One thousand eight hundred and fifty-one, made between the Company of the First Part, *George Lane Fox* of *Bramham Park* in the County of *York*, Esquire, of the Second Part, and the said Earl of *Harewood* of the Third Part.

Liability to Water Rates not to disqualify Justices.

XLVI. That no Justice shall be disqualified for acting in the Execution of this Act by reason of his being liable to the Payment of any Rate or other Charge under this Act, or a Member of the Corporation.

Saving Rights of Company's Preference Shareholders.

XLVII. Provided always, That this Act, or anything therein contained, shall not take away or prejudice any Priority or Preference of any Preference Shareholder of the Company.

Saving Rights of Corporation.

XLVIII. That, 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 Company.

XLIX. That, 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 Company.

Act to be subject to General Acts for the Public Health.

L. That this Act, or anything therein contained, shall not exempt the Company or the Corporation from the Provisions of the "Public Health Act, 1848," or of any General Act supplemental thereto, or extending any of the Provisions thereof, which may pass during the present or any future Session of Parliament.

Expenses of Act.

LI. That all the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be borne and paid by the Company.

Interpretation of Terms.

LII. That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,) the Word "Company" shall mean "The *Leeds* Waterworks Company;" the Words "*Leeds* Council" shall mean "the Council of the Borough of *Leeds*;" the Word "Corporation" shall mean "the Mayor, Aldermen, and Burgesses of the Borough of *Leeds*;" the Expression "the Town Clerk" shall mean "the Town Clerk of the Borough of *Leeds*."

SCHE-

SCHEDULE to which the foregoing Act refers.

Form of Transfer.

In pursuance of "The Leeds Waterworks (Wharfe Supply) Act, 1852," the Leeds Waterworks Company hereby make to the Mayor, Aldermen, and Burgesses of the Borough of Leeds, who hereby accept, a Transfer of all the Undertaking, Estates, Property, and Effects of that Company, subject to all Mortgages, Charges, Incumbrances, and Liabilities now affecting that Company or any of the Property thereof. [*Here may follow any Exceptions, Reservations, Conditions, Covenants, or other Provisions mutually agreed on.*] As witness the respective Common Seals of the Company and the Corporation, this Day of in the Year of our Lord .

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