ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. lix.

An Act for better supplying with Water the Town or Village of *Bacup* and the Neighbourhood thereof in *Lancashire.* [28th *June* 1853.]

WHEREAS the Town or Village of *Bacup* and the Neighbourhood thereof are not at present sufficiently supplied with Water, and the making of Waterworks for effectually supplying the same would be of great Benefit: And whereas the Parties herein-after named, with others, are willing to carry such Undertaking into execution; but the same 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. The several Acts of Parliament following; (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Waterworks Clauses Consolidation Act, 1847," shall be incorporated with and form Part of this Act.

8 & 9 Vict. cc. 16. & 18. and 10 & 11 Vict. c. 17. incorporated with this Act.

"Quarter Sessions."

II. The Expression "Quarter Sessions" in this and the said incorporated Acts shall be construed to mean the Quarter Sessions for *Lancashire* holden at *Preston*.

Short Title.

III. In citing this Act for any Purpose it shall be sufficient to describe it as "The *Rossendale* Waterworks Act, 1853."

Limits of the Act.

IV. The Limits of this Act shall comprise and include the Village of *Bacup* and the Neighbourhood thereof situate in the Township of *Spotland* in the Parish of *Rochdale* and in the Township of *Newchurch* in the Parish of *Whalley*, all in the County of *Lancaster*, except so much of the said Township of *Newchurch* as lies on the Westerly Side of a Line commencing at the Point where the *Whitewell Brook* falls into the River *Irwell*, and running up the said *Whitewell Brook* to *Baltic Bridge* near *Waterfoot*, and running thence in a North-easterly Direction to the South End of *Siss Clough Lane*, thence along the Centre of *Siss Clough Lane*, *Edgeside Lane*, and *Lumb Lane*, to the Junction of the said last-mentioned Lane with the *Waterfoot* and *Hitchen Dams* Branch of the *Haslingden and Todmorden* Turnpike Road near *Lumb Mill*, and thence along the Centre of the said Turnpike Road to the Boundary dividing the Townships of *New Church* and *Higher Booths* at *Chapel Bridge*.

Subscribers incorporated.

V. *James Ashworth*, *Thomas Dugdale*, *James Greaves*, *John Holt*, *John Hoyle*, *Joshua Hoyle*, *Joshua Lord*, *John Maden*, *George Thomas Read*, *Richard Smith*, *Charles Stewart*, *William Stewart*, *Edmund Whittaker*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of supplying with Water the Inhabitants, Buildings, and Lands within the said Limits, and for making Waterworks for that Purpose, together with all proper Works and Conveniences connected therewith, according to the Provisions of the said recited Acts and of this Act, and for other the Purposes herein and in the said recited Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Rossendale* Waterworks Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the said Undertaking, subject to the Restrictions and Provisions herein and in the said incorporated Acts contained.

Capital.

VI. And whereas the estimated Expense of the Undertaking is Twelve thousand Pounds: Be it enacted, That the Capital of the Company shall be Fourteen thousand Pounds.

VII. The

Shares.

VII. The Number of Shares into which the said Capital shall be divided shall be One thousand four hundred, and the Amount of each Share shall be Ten Pounds.

Calls.

VIII. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders, and Two Third Parts of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon any Share, and Three Months at the least shall intervene between successive Calls.

Power to borrow Money on Mortgage.

IX. It shall be lawful for the Company to borrow on Mortgage or Bond any Sums of Money not exceeding in the whole the Sum of Two thousand Pounds, but no Part of such Sum shall be raised until the whole of the said Capital or Sum of Fourteen thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up.

Arrears may be enforced by Appointment of a Receiver.

X. It shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver, in the event of the Principal Monies not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Three thousand Pounds in the whole.

First and other Meetings.

XI. The First Ordinary Meeting of the Company shall be held within Three Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* and *August* in every Year, and the First of such subsequent Ordinary Meetings shall be held in the Month of *February* One thousand eight hundred and fifty-four.

Quorum of General Meetings.

XII. The Quorum for any General Meeting of the Company shall be not less than Five Shareholders holding in the aggregate not less than Two thousand Pounds in the Capital of the Company.

Number of Shareholders to convene Extraordinary Meetings.

XIII. The Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be not less than Five Shareholders holding in the aggregate not less than Two thousand Pounds in the Capital of the Company.

Number and Qualification of Directors.

XIV. Subject to the Provisions herein contained for reducing the Number of Directors, the Number of Directors shall be Nine, and the Qualification of a Director shall be the Possession in his own Right of Ten Shares in the Undertaking.

XV. It

Power to vary the Number of Directors.

XV. It shall be lawful for the Company from Time to Time to reduce the Number of Directors of the Company, but the whole Number of Directors after such Reduction as aforesaid shall not be less than Five.

First Directors.

XVI. *James Ashworth*, *Thomas Dugdale*, *James Greaves*, *John Holt*, *Joshua Hoyle*, *John Maden*, *William Stewart*, *Richard Smith*, and *Edmund Whittaker* shall be the First Directors of the Company.

Committees of Directors.

XVII. The Number of Directors of which Committees appointed by the Directors shall consist shall not be less than Three nor more than Five.

Power to make Waterworks according to deposited Plans.

XVIII. And whereas Plans and Sections showing the Line and Levels of the Waterworks, and also a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands and Streams in or through which the Works are intended to be made or to pass have been deposited with the Clerk of the Peace for *Lancashire*: It shall be lawful for the Company, subject to the Provisions and Restrictions in this and the said incorporated Acts contained, to make and maintain the said Waterworks in the Line and on the Levels and upon the Lands delineated on the said Plans and described in the said Book of Reference, and to enter upon, take, and use such of the Lands, Streams, and Waters described upon the said Plans (particularly the Waters of the Streams flowing from *Holden Moor*, *Brandwood*, *Higher End Moor*, *Height Barn Moss*, and *Lee Moss*,) as shall be necessary for the Purposes of the said Waterworks, or to agree for a Lease of such Lands and Streams, and to take therefrom such Water as the Company may require for the Purposes of this and the said incorporated Acts.

Nothing to affect Rights of the East Lancashire Railway Company's Supply of Water.

XIX. And whereas by an Agreement dated the Fourth Day of *July* One thousand eight hundred and fifty-one, and made between *John Holt* of *Stubby Lee*, Esquire, of the one Part, and the *East Lancashire* Railway Company of the other Part, the said Railway Company were authorized to take and convey Water from a Spring on *Holden Moor* in the Lands of the said *John Holt* to a Reservoir intended to be constructed on the same Lands, and from thence to the Stations of the said Railway Company at and near the Town of *Bacup*: Be it enacted, That nothing in this Act contained shall diminish, alter, or take away any of the Rights or Privileges of the said Railway Company in respect of the taking and using of Water from the said Spring, and the Construction of the Reservoir and other Works necessary for enabling the said Railway Company to use such Water as provided by the said Agreement, but all the Rights, Privileges,

Privileges, Powers, and Authorities of the said Railway Company under and by virtue of the said Agreement shall be and the same are hereby expressly saved and reserved.

Company to make good Damage done to East Lancashire Railway by Failure of Works.

XX. The Company shall and they are hereby required from Time to Time and at all Times to pay and make good all Loss, Damages, Injuries, and Expenses, as well immediate as consequential, which the *East Lancashire* Railway Company may incur, suffer, or be put unto by reason of the Failure or giving way of any of the Reservoirs, Embankments, Watercourses, Pipes, or other Works constructed by the Company under the Provisions of this Act.

Company not to supply Water till they obtain a Certificate that Compensation Reservoir is completed.

XXI. Before the Company shall supply with Water the Inhabitants within the Limits of this Act from any of the Streams or Waters which now flow or which but for the passing of this Act would flow from *Holden Moor*, *Brandwood*, *Higher End Moor*, *Height Barn Moss*, and *Lee Moss*, or any other Streams or Waters described on the deposited Plans, the Company shall obtain a Certificate under the Hands of Two Justices that the Reservoir delineated and described on those Plans as the "Compensation Reservoir", has been completed and filled with Water, and which Certificate such Justices, upon due Proof of the Facts, are hereby authorized and required to sign and deliver to the Company.

Owners may grant Leases.

XXII. The Persons empowered by "The Lands Clauses Consolidation Act, 1845," to convey Lands, shall have full Power to grant Leases of any Lands and Streams for the Purposes of this Act, or any Easement, Power, or Authority in or over such Lands or Streams.

The best yearly Rent to be reserved for Lands belonging to incapacitated Persons.

XXIII. Provided always, That in every Lease of any Lands or Streams by any Party under any Disability or Incapacity to sell and convey Lands as defined by "The Lands Clauses Consolidation Act, 1845," there shall be reserved the best yearly Rent for or in respect of such Lands or Streams, and no Fine, Premium, or Foregift shall be paid upon or in respect of such Lease.

Form of Lease.

XXIV. All Leases of Lands or Streams to be taken on Lease by virtue of this Act may be according to the Form in the Schedule to this Act annexed, or as near thereto as the Circumstances of the Case will admit.

Defining Powers of lateral Deviation.

XXV. Subject to the Restrictions in the said incorporated Acts contained, it shall be lawful for the Company, in making the Works by this Act authorized, where Limits of Deviation are marked on the said Plans, to deviate from the Lines delineated on the said Plans to the Extent of the Limits of Deviation marked on the said Plans.

Power to deviate from Levels.

XXVI. It shall be lawful for the Company, in making the said Works, to deviate from the Levels shown on the said Sections to the Extent of Five Feet, but not to a greater Extent.

Period within which Works are to be completed.

XXVII. The Waterworks shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this or the said incorporated Acts granted to the Company for executing such Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Waterworks as shall then be completed: Provided always, that nothing in this Act contained shall extend or be construed to extend to restrain the Company from extending their Mains and Pipes from Time to Time whenever it shall be necessary for the Purpose of supplying the Inhabitants and other Persons requiring the same within the Limits of this Act with Water.

Power to purchase Lands for additional Purposes.

XXVIII. In addition to the Lands authorized to be purchased as aforesaid, it shall be lawful for the Company to contract with any Party willing to sell or lease the same for the Purchase or Lease of any Land not exceeding in Quantity Five Acres, and any Easement, Power, or Authority in or over the same which shall be deemed proper or expedient for the Purposes of the Undertaking; and it shall be lawful for all Persons who, under the Provisions herein-before contained, would be enabled to sell or convey or to grant a Lease of Lands required for the said Undertaking, to sell and convey or to grant a Lease of such additional Quantity of Land to the said Company.

As to Quantity of Water to be discharged from Compensation Reservoir.

XXIX. The Company shall, so long as they divert and appropriate any of the Waters and Streams by this Act authorized to be diverted and appropriated, discharge from and out of the "Compensation Reservoir" (shown upon the deposited Plans), for the Supply of the Mills and Works below such Reservoir, a Quantity of Water equal at least to One Cubic Foot *per* Second continuously during the Hours herein-after mentioned on every Day of the Year (*Sundays*, *Christmas Day*, and *Good Friday* only excepted); that is to say, on every working Day of the Week, except *Saturday*, for Eleven consecutive Hours, and on *Saturday* for Five consecutive Hours, commencing on each such working Day at Six o'Clock in the Morning; and if the Company shall commence and continue to discharge the said stipulated Quantity of Water, the same shall be taken by the Parties interested in the *Trough Syke* otherwise *Rockcliffe Brook* and the River *Irwell* in full Compensation for the Waters diverted and appropriated for the Purposes of this Act.

Gauge and other Works to be constructed.

XXX. For the Purpose of ascertaining and regulating the actual Quantity of Water so passing out of the Compensation Reservoir, the Company shall from Time to Time make, construct, and for ever thereafter

thereafter maintain and repair, within One hundred Yards from the Foot of the Bank of the said Compensation Reservoir, a proper Gauge and other Works necessary for that Purpose.

Two Justices, on Application of Company, to appoint Superintendent.

XXXI. Within Three Months after the passing of this Act, and from Time to Time thereafter, Two Justices shall, on the Application of the Company, and which Application the Company is hereby required to make, appoint a fit and proper Person to superintend and manage the making, Maintenance, and Repair of such Gauge, and the Works that may be necessary for the Purpose of securing at all Times the accurate Measurement of the Quantity of Water flowing from the said Compensation Reservoir and through or over the said Gauge; and when and as often as any Person so appointed shall die, or become incapable or refuse or decline to act, then Two Justices, upon the like Application, shall appoint in his Stead some other fit and competent Person: Provided always, that the Company shall give at least Fourteen Days Notice of every such Application by Advertisement in Two or more Newspapers published in the City of *Manchester*, and circulated in *Bacup*.

Expenses of Gauge, &c. to be paid by the Company.

XXXII. All the Costs, Charges, and Expenses of and incident to the making, Alteration, and Repair of the said Gauge and Works, and to the Superintendence, Management, and Regulation thereof, and to the making of such Applications and Appointments as aforesaid, shall from Time to Time be borne and paid by the Company.

Owners, Lessees, and Occupiers of Mills to have Access to Gauge.

XXXIII. The Company shall give to the respective Owners, Lessees, and Occupiers of the Mills and Works below the said Compensation Reservoir, and to their Agents and Servants, from Time to Time and at all Times, such Right of Access as the Company themselves possess to the said Gauge and Works, for the Purpose of measuring and gauging the Quantity of Water from Time to Time passing through or over the same.

Penalty on Failure to supply the stipulated Quantity of Water

XXXIV. In case of any Failure, Neglect, or Default by or in consequence of which the Quantity of Water by this Act required to flow or be discharged through or over the said Gauge herein-before mentioned as aforesaid shall not so flow or be discharged, the Company shall, for every Day on which any such Failure, Neglect, or Default shall occur, forfeit and pay to the Occupiers of each of the Mills and Works affected thereby who may sue for and recover the same the Sum of Ten Pounds.

Power to Justices to order Company to repair Embankment of

XXXV. And in order to provide against Accidents to Life or Property by the bursting of any Impounding Reservoir authorized to be made or maintained under the Provisions of this Act, be it enacted, That whenever it shall be represented to Two Justices by the Owners or

Reservoir, if it should be deemed in a dangerous State.

or Occupiers of any Dwelling House, Mill, or Factory situate below any such Reservoir as aforesaid, and so as to be in danger of being destroyed or injured by the Water of such Reservoir, in case it should escape therefrom, that the Embankment by which the Water is retained in such Reservoir is in a dangerous State, such Justices shall forthwith make Inquiry into the Truth of such Representation, and if they shall be satisfied that such Embankment is in a dangerous State they shall by Writing under their Hands order and require the Company, within a Time to be specified in such Writing, to put such Embankment into a proper State of Repair, or construct such Works as may be necessary to remove the Danger, and in case the Company shall not within the Time so limited, and to the Satisfaction of the Justices, who shall have made such Order, or of any Two other Justices, have repaired the said Embankment or constructed the said Works, or in case, upon receiving such Representation as aforesaid, the Justices shall consider the Danger to be so imminent as not to admit of Delay, they may, if they shall think fit, by Writing under their Hands, order and direct the Officer in charge of such Reservoir, or any other Person or Persons whom they may think proper, to enter upon the Premises of the Company, and to open the Sluices of such Reservoir or otherwise to let off so much of the Water from such Reservoir as may be necessary to remove the Danger, and to keep the Water in such Reservoir at the reduced Level, until the said Embankment shall have been repaired, or such Work as aforesaid shall have been constructed, to the Satisfaction of the Justices who shall have made such Order, or any other Two Justices as aforesaid, and who shall signify their Satisfaction by Writing superseding such Order, or until such Order shall be superseded upon Appeal, as herein-after mentioned; and such Order may be in the Form or to the Purport and Effect following: (that is to say,)

'To *A.B.*

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

'Given under our Hands, this Day of 'in the Year of our Lord

Signed '*C.D.*
'*E.F.*'

And

And no Person acting under and in pursuance of such Order shall be deemed a Trespasser, and any Person who shall obstruct or prevent such Person in the Discharge of such Order, or shall wilfully do any Act in contravention of such Order, shall for every such Offence be liable to a Penalty not exceeding Fifty Pounds: Provided always, that, except where the Urgency of the Case will not admit of the Delay, the Justices, before making an Order to repair any such Embankment, or to construct any Works as aforesaid, or to lower the Water in any such Reservoir, shall cause Notice to be given to the Company, and shall hear and consider any Evidence that may be tendered on behalf of the Company against the making of such Order: Provided also, that if the Company shall consider themselves aggrieved by any such Order they may appeal against the same to any Quarter Sessions, upon giving to the Justices who shall have made such Order Three Weeks Notice in Writing of the Grounds of such Appeal; and the Court of Quarter Sessions shall hear and determine such Appeal, and may either confirm or supersede the Order of the said Justices, as they may think proper; but until such Order shall be superseded it shall continue in full Force, and all the Costs, Charges, and Expenses of applying for, obtaining, and enforcing such Order shall be borne by the Company, unless the Justices making the Order shall direct such Costs, Charges, and Expenses, or a proportionate Part of them, to be borne by the Parties applying for such Order, which they are hereby authorized to do; and the Costs of any such Appeal as aforesaid shall be in the Discretion of the said Court of Quarter Sessions.

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

XXXVI. The Company shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street in which any Pipe of the Company shall be laid, or of any Person who under the Provisions of this Act or any Act incorporated therewith shall be entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for their domestic Uses at the Rates *per Annum* herein-after specified; (that is to say,)

Where no Watercloset.

If there be no Watercloset in the Dwelling House or Part of the Dwelling House to be supplied with Water, at the following Rates:

When the annual Rackrent or Value of the Premises so supplied with Water shall not exceed Twenty Pounds, at a Rate *per Centum per Annum* not exceeding Seven Pounds Ten Shillings;

When the same shall exceed Twenty Pounds and shall not exceed Forty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds;

When the same shall exceed Forty Pounds and not exceed Sixty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds Ten Shillings;

When the same shall exceed Sixty Pounds and not exceed Eighty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds;

When the same shall exceed Eighty Pounds and not exceed One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds and Ten Shillings;

And when the same shall exceed One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds:

Provided nevertheless, that the Company shall not be entitled to receive from such Owner or Occupier more than the Sum of Ten Pounds in any One Year for such Supply, nor shall the Company be obliged to furnish such Supply to any Owner or Occupier for any less Sum than Six Shillings in any One Year:

Provision for Reduction of Rates.

If at any Time the Company shall pay to the Shareholders out of their Profits a Dividend amounting to Five *per Centum per Annum* or upwards, they shall supply Water at a Price not exceeding Six Shillings *per Annum* to the Owner or Occupier of any House of which the annual Rackrent or Value shall not exceed Six Pounds, and who shall be entitled to a Supply of Water:

If there be a Watercloset or private Bath.

If there be a Watercloset or Waterclosets or a private Bath or Baths in any Dwelling House, then, in addition to the Rates above specified, the following Rates shall be payable; (that is to say,)

Where the annual Rackrent or Value of the Dwelling House does not exceed Ten Pounds, the Sum of Four Shillings *per Annum* for One Watercloset or Bath;

Where such Rent or Value shall exceed Ten Pounds and shall not exceed Twenty Pounds, a Rate not exceeding Five Shillings *per Annum* for One Watercloset or Bath;

Where such Rent or Value shall exceed Twenty Pounds and shall not exceed Fifty Pounds, the Sum of Six Shillings *per Annum* for One Watercloset or Bath;

Where such Rent or Value shall exceed Fifty Pounds and shall not exceed One hundred Pounds, the Sum of Seven Shillings and Sixpence *per Annum* for One Watercloset or Bath;

Where such Rent or Value shall exceed One hundred Pounds, the Sum of Ten Shillings *per Annum* for One Watercloset or Bath;

And for each additional Watercloset or private Bath, if more than One, in any of the aforesaid Cases, the Sum of Four Shillings *per Annum*.

Waterclosets and Baths to be properly constructed.

XXXVII. Provided always, That the Company shall not be compelled to supply any Watercloset or Bath or the Apparatus or Pipes connected therewith, unless the same shall be so constructed and used as to prevent the Waste or undue Consumption of the Water

Water of the Company, and the Return of foul Air and other noisome or impure Matter into the Mains or other Pipes of the Company.

What shall be domestic Purposes.

XXXVIII. A Supply of Water for domestic Purposes shall not include a Supply of Water for Railways, Cattle, Horses kept for Hire, or for washing Carriages kept for Hire, or for any Trade or Business whatsoever, or for watering Gardens, or for Fountains, or for any ornamental Purposes whatsoever.

Water for other than domestic Purposes may be supplied by Agreement.

XXXIX. It shall be lawful for the Company to supply any Person with Water for other than domestic Purposes for such Remuneration and upon such Terms and Conditions as shall be agreed upon between the Company and the Persons desirous of having such Supply.

Power to lease the Water Rates.

XL. It shall be lawful for the Company to lease the whole or any of the Water Rates payable by virtue of this Act for any Term not exceeding Fourteen Years, and upon such Terms, Covenants, and Conditions as the Company shall think proper; and every Lessee shall have the same Powers, Rights, and Remedies for recovering and enforcing the Payment of the Water Rates granted by the Lease as are by this and the said incorporated Acts vested in the Company for that Purpose: Provided always, that no such Lease shall defeat or abridge the Power by the said "Waterworks Clauses Consolidation Act" given to the Court of Quarter Sessions of directing the Reduction of the Rates, and the Company shall reduce the Rates in the same Manner as they would have done in case no Lease had been granted.

Compensation for Damages.

XLI. The Company shall from Time to Time and at all Times for ever hereafter make full Compensation to all Persons whomsoever for all Losses and Expenses whatsoever, and for all Damage, Injury, and Deterioration, of what Nature or Kind soever, as well immediate as consequential, from Time to Time occasioned to them or their Property by reason or in consequence of the Slip, Failure, Subsidence, or giving way or Want of Repair of any of the Reservoirs, Embankments, Weirs, Watercourses, Pipes, or other Works of the Company, or by reason or in consequence of any Act, Neglect, or Default done, omitted, or suffered by any Contractor, Agent, or Servant of the Company, in or about the Construction, maintaining, or repairing of the said Reservoirs, Embankments, Weirs, Watercourses, Pipes, or other Works.

Fireplugs to be provided by Company.

XLII. The Company shall, at the Time of laying down any Main Pipe for supplying any Street or Place within the Limits of this Act

Act with Water, fix, at Intervals of not exceeding One hundred Yards, and shall from Time to Time repair or renew, Fireplugs in such Street or Place, for the Supply of Water in extinguishing Fires, and as soon as any such Fireplug shall have been completed the Company shall deposit a Key thereof at the Police Station, and any Person keeping an Engine for extinguishing Fire shall also be entitled to a Key, he providing the same at his own Expense, and the Company shall also affix a public Notification in some conspicuous Place by the Side of the said Street, Highway, or Place to denote the Situation and Distance of such Fireplug.

Expenses of Act.

XLIII. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incidental thereto, shall be paid by the Company.

SCHEDULE.

Form of Lease.

I of in consideration of the Rent herein-after reserved and made payable by "The Rossendale Waterworks Company," do hereby demise to the said Company, their Successors and Assigns, all [*describing the Premises to be demised*], together with all Ways, Rights, and Appurtenances thereunto belonging, to hold the Premises to the said Company, their Successors and Assigns, for the Term of Years from the Day of the Date hereof, yielding and paying therefor, yearly and every Year during the said Term, the Sum of free from Land Tax, Sewers Rates, and all other Taxes and Outgoings (Property and Income Tax excepted), by equal Payments in the Year, the First Payment to be made on the Day of according to the true Intent and Meaning of the Act of Parliament incorporating the said Company.

In witness whereof I have hereunto set my Hand and Seal, and the said Company have hereunto affixed their Common Seal, the Day of .

LONDON:
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Printers to the Queen's most Excellent Majesty. 1853.