ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

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Cap. ccix.

An Act to enable "The *Whitby* Waterworks Company (Limited)" to supply with Water the Town and Borough of *Whitby*, and the Neighbourhood thereof, in the Parish of *Whitby* in the North Riding of the County of *York;* and for other Purposes. [25th *July* 1864.]

WHEREAS the Inhabitants and other Persons within the Town and Borough of *Whitby*, and the Neighbourhood thereof, in the Parish of *Whitby* in the North Riding of the County of *York*, are not at present sufficiently supplied with Water, and the Construction of Waterworks for affording such Supply would be of great local Benefit and also of public Advantage: And whereas "The *Whitby* Waterworks Company (Limited)" incorporated under "The Companies Act, 1862," and herein-after called "the Company," was established for the Purpose of affording such Supply of Water to the Inhabitants and others in the said Town and Borough of *Whitby* and the Neighbourhood thereof, with Power to raise a Share Capital of Twenty thousand Pounds, divided into Two thousand Shares of Ten Pounds each, and to increase the same to Thirty thousand Pounds for the Purposes of the Company, and with

The Whitby Waterworks Act, 1864.

Power to borrow on Mortgage any Sum not exceeding Four thousand Pounds: And whereas the Construction of the Waterworks required for the Purposes thereof cannot be effected under the Powers now vested in the Company: And whereas Plans and Sections of the Reservoirs, Main Pipes, Conduits, Catchwater Drains and Wells, Pipes, and other Works proposed to be made for the Purpose of affording such Supply of Water as aforesaid, showing the Lines and Levels of the proposed Works, with a Book of Reference to such Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands in, through, upon, or under which the said Works are proposed to be constructed and maintained, have been deposited at the Office of the Clerk of the Peace for the North Riding of the County of *York* at his Office at *Northallerton*: And whereas it is expedient that the Company should be incorporated and regulated by Special Act of Parliament, and that Powers for executing the proposed Works and the other Powers in this Act contained should be vested in the Company, 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 of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *Whitby* Waterworks Act, 1864."

8 & 9 Vict. cc. 16. & 18., 10 & 11 Vict. c. 17., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 93. & 118. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," "The Companies Clauses Act, 1863," except Parts 3 and 4 of that Act relating respectively to Debenture Stock and Change of Name, "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Waterworks Clauses Acts, 1847 and 1863," are incorporated with and form Part of this Act.

Sect. 12 of 10 & 11 Vict. c. 27. incorporated.

3. Section 12 of "The Harbours, Docks, and Piers Clauses Act, 1847," is incorporated with this Act, and in the Application of that Enactment to the Works hereby authorized the Word "Work" shall mean the Waterworks authorized by this Act.

Interpretation of Terms.

4. In this Act the following Words and Expressions have the Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction.

The Expression "the existing Company" means "The *Whitby* Waterworks Company, Limited:"

The Expression "the Company" means "The *Whitby* Waterworks Company" incorporated by this Act:

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The Word "Highways" includes Turnpike or other Roads, Highways, Streets, Lanes, Passages, whether public or private, within the Limits of this Act, or shown on the deposited Plans within the Parishes, Townships, and Places named thereon as the Parishes, Townships, and Places within which the proposed Works are situate:

The Expression "Court of competent Jurisdiction," or any other like Expression in this Act or the Acts incorporated herewith, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a Simple Contract Debt, and not a Debt or Demand created by Statute.

Construction of certain Expressions in Acts herein named.

5. In construing "The Companies Clauses Consolidation Act, 1845," "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Waterworks Clauses Acts, 1847 and 1863," as incorporated with this Act, the Expression "the Special Act" means this Act, and the Expression "the Waterworks" or "the Undertaking" means the Waterworks and Works connected therewith by this Act vested in the Company incorporated by this Act, or which they may be authorized to execute; the Expressions "the Promoters of the Undertaking" or "the Undertakers" means the Company incorporated by this Act, and the Expression "the Waterworks" shall include the Waterworks and Works connected therewith by this Act vested in the said Company, as well as any Waterworks which they may construct under the Powers of this Act, unless in any of the Cases aforesaid there be something in the Subject or Context repugnant to such Construction.

Same Meanings in incorporated Acts as in this Act.

6. The several other Words and Expressions to which Meanings are assigned by the Acts incorporated with this Act shall have in this Act the same Meanings respectively as those assigned to them by such incorporated Acts, and in the Construction in connexion with this Act of any of the Acts incorporated herewith the Term "Quarter Sessions," when used in this Act or in the incorporated Acts, shall mean the Court of General or Quarter Sessions of the Peace for the North Riding of the County of *York* held at *Northallerton*.

Limits of Act.

7. The Limits within which the Company after the passing of this Act shall supply Water shall comprise and include the Town and Borough of *Whitby* and the Neighbourhood thereof, in the Parish of *Whitby* in the North Riding of the County of *York*.

Re-incorporation of Company.

8. The several Persons and Corporations who immediately before the passing of this Act were Proprietors of Shares in the existing Company, and all other Persons and Corporations who have subscribed

or

or who shall hereafter subscribe to the Undertaking of the Company, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purposes herein-after mentioned, and shall be incorporated by the Name of "The *Whitby* Waterworks Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and may sue and be sued, and shall have Power from Time to Time to purchase, take on Lease, or rent and hold and sell Lands for the Purposes of the said Undertaking, and shall be governed and regulated by and in accordance with the Provisions of this Act and the Acts incorporated herewith.

Purposes of the Company.

9. The Company is established for the Purpose of better supplying with Water the Town and Borough of *Whitby* and the Neighbourhood thereof, in the Parish of *Whitby* in the County of *York*, and also the Shipping frequenting the Harbour of *Whitby* in the said Borough, and for doing all Things necessary for or conducive to that Object, but subject always to the Restrictions and Provisions in this and the incorporated Acts contained.

Memorandum and Articles of Association to be void without Prejudice to Remedies for antecedent Breaches thereof.

10. Subject to the Provisions of this Act, the Memorandum of Association and Articles of Association respectively, dated the Twenty-ninth Day of *October* One thousand eight hundred and sixty-three, and constituting the Deed of Settlement by and under which the existing Company is regulated and managed, shall as to any future or prospective Operation thereof from and after the passing of this Act be wholly void and of non effect, and the Company shall be exempted from all the Provisions, Restrictions, and Requirements of "The Companies Act, 1862;" and the several Persons who shall have executed such Memorandum and Articles respectively, or either of them, and their Heirs, Executors, and Administrators, shall immediately from and after the passing of this Act stand and be by virtue hereof released and discharged from any future Obligation to observe, perform, abide by, fulfil, or conform to the same or either of them: Provided always, that nothing herein contained shall release or discharge any Person from any Liability or Obligation in respect of any Breach of the Provisions of the said Memorandum and Articles respectively, or either of them, which may have been incurred prior to the Date of the passing of this Act, but such Liability or Obligation in respect of any Breach of the Provisions of the said Memorandum and Articles respectively, or either of them, which may have been committed prior to the passing of this Act, shall subsist and continue, and may be enforced accordingly, under and according to the Provisions of the said Memorandum and Articles respectively.

Power to Company to waive

11. Provided also, That it shall be lawful for the Company to waive or dispense with the Enforcement of or Compliance with the Provisions

Provisions of the said Memorandum and Articles respectively, or either of them, in respect of any Act, Default, Matter, or Thing which prior to the Date of the passing of this Act shall have been done, made, executed, committed, or omitted in breach of the Provisions of the said Memorandum and Articles, or either of them.

antecedent Breaches or not at their Discretion.

12. From and immediately after the passing of this Act all the existing Waterworks and Springs supplying the same, and all Lands, Tenements, and Hereditaments, and all Rights, Claims, Easements, and Privileges, and all Monies, Goods, Chattels, Effects, Bonds, Deeds, Books, Writings, Maps, Plans, and Personal Estate of or to which the existing Company or any Trustees for them are seised, possessed, or in anywise entitled at Law or in Equity, or otherwise howsoever, with the Appurtenances, shall be and the same are hereby vested in the Company.

Property of existing Company vested in Company established.

13. All Persons and Corporations who immediately before the passing of this Act owed any Sum of Money to the existing Company shall pay the same, together with all Interest (if any) due or to accrue due for the same to the Company, and all Debts which immediately before the passing of this Act were due and owing by the existing Company shall be paid, with all Interest (if any) due and to accrue due thereon by the Company, and all Rates or Rents which immediately before the passing of this Act were due and payable or were then accruing due to the existing Company shall be and become due and payable to the Company, and shall and may be collected and recovered by the same Ways and Means, and under the same Restrictions and Regulations, and with the same Penalties in respect thereof, as the Rates and Rents by this Act made payable to the Company.

Debts, &c. due to existing Company to be paid to new Company.

14. All Grants conferring or purporting to confer upon the existing Company any Right, Easement, or Privilege to make, form, construct, lay, or place, maintain, repair, or continue any Conduit, Aqueduct, or Pipe in, through, or under any Lands, Tenements, or Hereditaments shall be as good, valid, and effectual in the Law to all Intents and Purposes to and in favour of the Company as if the same had been originally made and executed to and in favour of the Company under the Provisions of this Act, and all other Grants, Conveyances, Contracts, Mortgages, Bonds, Covenants, Securities, Arrangements, and Agreements made or entered into before the passing of this Act to, with, in favour of, or by or for the existing Company, shall be and remain as valid and effectual in favour of or against and with reference to the Company, and may be proceeded on, enforced, and satisfied, in the same Manner to all Intents and Purposes as if the Company had been a Party to or had executed the same respectively, or had been named

Grants and Conveyances to remain in force.

named or referred to therein respectively, instead of the existing Company, and all Liabilities incurred by the last-mentioned Company, and which were subsisting and in force immediately before the passing of this Act or existing thereafter, shall be deemed to be Liabilities incurred by the Company, and shall attach upon the Company accordingly, and the Company shall, with reference to every Act done or left undone, and with respect to every Liability of what Nature or Kind soever incurred by the existing Company, or which would have been incurred by them if this Act had not passed, be considered as identical with that Company in like Manner in all respects as if the Company were the existing Company.

Actions, &c. not to abate.

15. Nothing in this Act contained shall release, discharge, or suspend any Action, Suit, or other Proceeding at Law or in Equity which shall be pending against the existing Company, or to which the existing Company shall be Party at the Date of the passing of this Act, but any such Action, Suit, or other Proceeding may be maintained, prosecuted, or continued by or in favour of or against the Company, as the Case may be, in the same Manner and as effectually and advantageously as if this Act had not been passed.

Rates and Rents now payable to continue till altered.

16. The Rates, Rents, or Charges made or imposed by the existing Company, and which at the Time of the passing of this Act shall be due and payable or accruing due and payable, or if this Act had not passed would have been due and payable or would have accrued due and payable, shall be payable under this Act, and shall continue to be so payable until the same shall be altered or reduced under the Authority of this Act, and may be collected and recovered by the Company by such Means and under such Restrictions and Regulations as any Rates, Rents, or Charges to be received or demanded by them in pursuance of this Act may be collected or recovered.

Transfers of Shares to remain in force.

17. All Certificates of Shares, and all Sales, Transfers, and Dispositions executed before the passing of this Act of any Share or Shares in the Capital of the existing Company, shall remain in full Force and shall be available in all respects as if the same respectively were Certificates, Sales, Transfers, and Dispositions of corresponding Shares of the Company created under this Act.

Officers to continue until removed.

18. All Clerks, Officers, and Persons appointed by the existing Company, and not acting contrary to the Provisions of this Act, shall hold their respective Offices and Employments, together with the Salaries and Emoluments thereunto annexed, until they shall be removed therefrom by the Company or the Directors; and all such Clerks, Officers, and Persons shall have the like Powers and Authorities for the Purposes of this Act, and for carrying the same into execution, and shall be subject and liable to the like Pains and Penalties

Penalties and to the like Powers of Removal, and to the like Rules and Regulations in all respects whatsoever, as if they had been appointed by virtue of this Act.

Present Register of Shareholders to continue to be kept.

19. The Book kept by the existing Company for entering the Names and Designations of the Subscribers to the Undertaking, with the Numbers of their Shares and the proper Number by which such Shares shall be distinguished, shall and may continue to be kept for the same Purpose by the Company hereby incorporated, and shall, until some other Register of Shareholders shall be provided by the Company, be taken and considered as the Register of Shareholders required to be kept by "The Companies Clauses Consolidation Act, 1845."

Capital of the Company.

20. After the passing of this Act, and until the Capital of the Company shall be augmented under the Powers of this Act, the Capital of the Company shall be Twenty thousand Pounds, divided into Two thousand Shares of Ten Pounds each, to be called "ordinary Shares."

Existing Shareholders to be entitled to corresponding Shares in Capital under this Act.

21. After the passing of this Act every Person and Corporation who immediately before the passing of this Act was possessed of or entitled to One or more Share or Shares of Ten Pounds each nominal Value in the Capital of the existing Company upon which the whole Sum of Ten Pounds is not paid, shall for each such Share be possessed of or entitled to One Ten Pound ordinary Share in the said Capital of Twenty thousand Pounds, without making any Payment in respect of each such Share beyond the Amount which may then remain unpaid thereon, which Amount, when called for by the Company in the Manner authorized by this Act, may, if not paid to the Company by the Shareholders from whom the same may be due within Three Months after the passing of this Act, be recoverable as Calls are recoverable under this Act, and all such ordinary Shares shall be and the same are hereby vested in such Persons and Corporations accordingly.

Ordinary Shares to be subject to the same Trusts as existing Shares.

22. All Corporations and Persons in whom any of the said ordinary Shares of the Company shall be vested as aforesaid shall stand and be possessed thereof upon the same Trusts, and subject to the same Powers, Provisions, Declarations, and Agreements, Charges and Incumbrances, upon or to which the Share or Shares in the Capital of the existing Company in respect of which such ordinary Share or Shares so vested were subject and liable immediately before the passing of this Act, and so as to give effect to and not revoke any Will or other Testamentary Instrument disposing of or affecting such Share or Shares.

23. It

Power to raise additional Capital by new Shares.

23. It shall be lawful for the Company from Time to Time, by Order of any Meeting thereof, to raise by the Creation of new Shares, in addition to the said existing Capital of Twenty thousand Pounds, any further Sum or Sums of Money not exceeding in the whole the Sum of Ten thousand Pounds, and any additional Shares so created shall be considered as Part of the general Capital of the Company.

New Shares to be of such Amount as Meeting may direct.

24. Any new Shares which may be created under this Act shall be of such nominal Value as the Meeting creating them shall direct, but the Amount and Time of making and Payment of Calls in respect of such new Shares shall, subject as herein-after mentioned, be from Time to Time fixed and determined by the Directors of the Company as they shall think proper.

Sale and Distribution of new Shares.

25. The Company shall, when any new Shares shall be created, offer the same for Sale by Public Auction, in such Manner and Numbers, and at such Times, and subject to such Conditions as the Directors may from Time to Time determine.

Sales by Auction to be advertised, and Premiums on such Sales not to be entitled to Dividend.

26. The Intention to sell any new Shares by Auction shall be duly advertised for Two successive Weeks, and any Sum of Money which shall arise from any such Sales by way of Premium shall not be considered as Profits of the Company, but shall be expended in paying the Expenses of this Act or in extending or improving the Works of the Company, or in paying off Money borrowed or owing on Mortgage by the Company, and shall not be considered as Part of the Capital of the Company entitled to Dividend.

Calls on new Shares.

27. Twenty *per Centum* on the nominal Value of the Share shall be the smallest Amount which shall be paid on the Issue of the new Shares to be created by virtue of this Act, and Twenty *per Centum* on the nominal Value of the Share shall be the greatest Amount of any One Call which the Directors may make on or in respect of original Shares or of the new Shares to be created by virtue of this Act, and Three Months at the least shall be the Interval between successive Calls, and the aggregate Amount of Calls on any One Share in any One Year shall not exceed Four Fifths of the nominal Value of such Share.

As to Dividends on Shares.

28. The Proprietors of the Shares to be created under the Authority of this Act, and of any Stock into which the same may be consolidated, shall be entitled to such Dividends as shall be from Time to Time made by the Directors out of the Profits of the Undertaking, in proportion to the nominal Value of their Shares or Stock as registered in the Books of the Company, and the Amount paid thereon at the Time such Dividends respectively shall be declared.

29. If

Receipts on behalf of incapacitated Persons.

29. If any Money be payable to any Shareholder being a Minor, Idiot, or Lunatic, the Receipt of his Guardian or Committee, as the Case may be, shall be a sufficient Discharge to the Company for the same.

Power to borrow on Mortgage.

30. And whereas the existing Company have not raised any Sum of Money by way of Mortgage in respect of their existing Capital: Therefore the Company may borrow on Mortgage such Sums of Money as may from Time to Time be authorized to be borrowed by an Order of a General Meeting of the Company not exceeding the Sums following; (that is to say,) when the whole of the existing Capital of Twenty thousand Pounds has been subscribed for, and One Half thereof shall have been paid up, the Company may borrow Five thousand Pounds, and when the Sum of Ten thousand Pounds additional Capital has been created and subscribed for, and One Half thereof has been paid up, the Company may borrow a further Sum of Two thousand five hundred Pounds; but no Part of either such Sum shall be borrowed until in each Case the Company shall have proved to the Justice who is to certify under the Provisions contained in the 40th Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital in respect of which such Power of borrowing is to be exercised has been subscribed for *bonâ fide*, and that Twenty *per Centum* on each Share of such additional Capital has been paid at or before the Issue thereof, and that every Share is held by Subscribers or their Assigns *bonâ fide*, and that such Subscribers or their Assigns are respectively legally liable for the same.

Mortgages, &c. to be stamped.

31. Every Mortgage or Security for Money, and every Transfer of any Share, Mortgage, or other Security for Money to be granted or made by virtue of this Act, shall be by Deed duly stamped, wherein the Consideration for the same shall be truly stated.

Power to sue for Arrears of Interest on Mortgages.

32. In order to provide for the Recovery of the Arrears of Interest due on any Mortgage to be made or entered into by the Company, be it enacted, That if such Interest, or any Part thereof, shall for Thirty Days after the same shall have become due, and Demand thereof shall have been made in Writing, remain unpaid, the Mortgagee may sue for the Interest so in arrear in any Court of competent Jurisdiction.

Powers to sue for Principal Monies secured by Mortgages, or to apply for a Receiver.

33. In order to provide for the Recovery of the Principal Money due on any Mortgage to be made or entered into by the Company, be it enacted, That if the Principal Money due upon any such Mortgage be not paid within Six Months after the same has become payable and after Demand thereof in Writing, the Mortgagee may sue for the same,

same, together with all Arrears of Interest, in any Court of competent Jurisdiction, or if his Debt for Principal Money amount to the Sum of One thousand Pounds he may alone, or if his Debt for Principal Money do not amount to the Sum of One thousand Pounds, he may, in conjunction with other Mortgagees whose Debts for Principal Monies being so in arrear after Demand as aforesaid shall together with his Debt amount to the Sum of One thousand Pounds, enforce the Payment of such Principal Monies and all Arrears of Interest by the Appointment of a Receiver in the Manner authorized by the Provisions of "The Companies Clauses Consolidation Act, 1845," incorporated herewith.

General Meetings.

34. The Ordinary Meetings of the Company shall be held half-yearly, in the Months of *February* and *August* in each Year, and the Meeting held in the Month of *February* shall be deemed the Annual Meeting of the Company, and the first of such Ordinary Meetings shall be held in the Month of *August* One thousand eight hundred and sixty-four, and all Meetings of the Company, whether ordinary or extraordinary, shall be held in the Township of *Whitby*.

Shareholders may require an Extra-ordinary Meeting.

35. The prescribed Number of Shareholders who may require the Directors to call an Extraordinary Meeting of the Company shall be Five Shareholders, holding in the aggregate not less than One Twentieth Part of the paid-up Capital of the Company.

Quorum of Meetings.

36. The Quorum for every Meeting of the Company shall be Ten Proprietors, holding in the aggregate not less than One Twentieth Part of the Capital of the Company.

Notice of Meetings.

37. Ten Days Notice of all Meetings of the Company, whether ordinary or extraordinary, shall be given by Advertisement, and also by a Circular, addressed through the General Post Office to the registered or last known Residence of every Shareholder.

Newspapers for Advertisements.

38. The Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspaper published within the Town of *Whitby*, or in some Newspaper published in the City or County of *York* and generally circulated in *Whitby*.

Scale of voting.

39. The Shareholders of the Company shall be entitled, at the Ordinary and Extraordinary General Meetings of the Company, to vote according to the following Scale:

For every Share up to Twenty, One Vote:

For every Five Shares beyond the First Twenty up to One hundred Shares, One additional Vote:

For every Twenty Shares beyond the First One hundred Shares, One additional Vote:

And all Shares which are only partly paid up shall be reckoned in proportion to the Amount of Money actually paid up thereon, every Sum of Ten Pounds so paid up being considered as equal to One Share of Ten Pounds.

Number and Qualification of Directors.

40. Subject to the Provisions herein mentioned for reducing the Number of Directors, the prescribed Number of Directors of the Company shall be Eight, and the Qualification of a Director shall be the Possession by him in his own Right of at least Twenty Shares in the Capital of the Company.

Power to vary the Number of Directors.

41. It shall be lawful for the Company, by Vote of any Meeting specially convened for the Purpose, from Time to Time to reduce the prescribed Number of Directors, provided that the reduced Number be not less than Five.

First Directors.

42. The several Persons who immediately before the passing of this Act were the Directors of the existing Company shall be the First Directors of the Company hereby incorporated.

Remuneration of the Directors and Auditors.

43. The Remuneration of the Directors and Auditors shall from Time to Time be fixed by a General Meeting of the Company, and shall be paid out of the Rents, Rates, or Sums receivable under this Act.

Quorum of Meetings of Directors.

44. A Quorum of a Meeting of the Directors shall be Four until the Number be reduced to Five, and Three when so reduced.

Committees of Directors.

45. The Number of Directors of which Committees appointed by the Directors shall consist shall be not less than Three.

Directors to appoint and remove Officers.

46. The Directors may from Time to Time appoint and employ a Treasurer, Secretary, or Clerk, Manager, Collector, and all such other Officers and Servants as they shall think necessary and proper, and may from Time to Time remove any such Officers and Servants and appoint others in the Room of such as shall be so removed, or as may die, resign, or discontinue their Offices, and may, out of the Funds of the Company, pay such Salaries and Allowances to the said Officers and Servants as the Directors shall think reasonable.

Describing Works to be constructed.

47. Subject as herein-after provided, the Works which may be constructed and maintained under the Authority of this Act shall be the following, or all or some of them; (that is to say,)

First. A Reservoir (herein-after called "Reservoir No. 1."), and other Works and Appliances connected therewith, to be constructed partly in or upon a Piece of Land about One hundred and

and twenty-eight Yards long and Fifteen Yards broad, situate in the Township of *Ruswarp* and Parish of *Whitby*, belonging to and in the Occupation of Doctor *John Glover Loy*, and bounded on or towards the South, East, and West by the public High Road leading from *Whitby* to *Guisbrough*, and on or towards the North by the Piece of Land next herein-after described, and partly in or upon a certain other Piece of Land in the said Township of *Ruswarp* and Parish of *Whitby*, also belonging to the said Doctor *John Glover Loy*, and in the Occupation of *William Blooman*, which said Piece of Land is bounded on the South partly by the said Piece of Land lastly before described and partly by the said High Road leading from *Whitby* to *Guisbrough*, on the East by Land also belonging to the said Doctor *John Glover Loy*, and in the Occupation of the said *William Blooman*, on the West by Land belonging to *Marmaduke Breckon* and in the Occupation of *Thomas Crosby*, and on the North adjoins to and is bounded by the Mansion House, Outbuildings, Gardens, Grounds, and Premises called "*Ewe Cote*," also belonging to and in the Occupation of the said Doctor *John Glover Loy* :

Second. A Reservoir (herein-after called "Reservoir No. 2."), with the Works and Appliances connected therewith, to be constructed on and bounded on all Sides by *Sleights Moor* (which said Moor is common to the Two several Townships of *Ugglebarnby* and *Eskdaleside*, both in the Parish of *Whitby* in the North Riding of the County of *York*, and is situate within the said Parish), adjoining the North-west Boundary of the said Moor, and situate about Ten Yards from a Point on the said Boundary which is Three hundred Yards in a North-easterly Direction from the Point on *Lythe Beck* where the said Boundary of *Sleights Moor* meets the Boundary of the Parishes of *Whitby* and *Pickering* :

Third. A Reservoir (herein-after called "Reservoir No. 3."), with the Works and Appliances connected therewith, to be constructed on *Goathland Moor* in the Township of *Goathland* and Parish of *Pickering* in the said North Riding, situate near the Western Boundary of the said Moor, and immediately adjoining the North-eastern Side of the Footpath leading from *Darnholme*, over the Hill called *Allan Tops*, at a Point on the said Footpath about One hundred and fifty Yards in a North-easterly Direction from the House called *Bradley Hill*, which said Reservoir will be bounded on all other Sides by the said Moor :

Fourth. A Conduit or Main Pipe (herein-after called "Conduit No. 1."), commencing from and out of the said intended Reservoir No. 1, on the Western Side thereof, in the said Township of *Ruswarp* and Parish of *Whitby*, and passing thence through or into the several Parishes and Townships of *Whitby*, *Ruswarp*, *Aislaby*,

Aislaby, *Eskdaleside*, and *Ugglebarnby*, and terminating in the High Road leading from the Town of *Whitby* to the Village of *Grosmont*, at a Point thereon immediately opposite to the Centre of a Lane leading out of the said Road called *Fairhead Lane* in the Township of *Eskdaleside* and Parish of *Whitby* aforesaid:

Fifth. A Conduit or Main Pipe (herein-after called "Conduit No. "), commencing from and out of the said Conduit No. 1. at the before-described Termination thereof, passing thence through the Townships of *Eskdaleside* and *Ugglebarnby* in the said Parish of *Whitby*, and terminating in the said Reservoir No. 2. on the North-west Side thereof:

Sixth. A Conduit or Main Pipe (herein-after called "Conduit No. 3."), commencing from and out of the said Conduit No. 1. at the Point lastly above mentioned, passing thence through the Township of *Eskdaleside* in the said Parish of *Whitby*, and *Goathland* in the said Parish of *Pickering*, and terminating in the said Reservoir No. 3. on the South-west Side thereof, in the Township of *Goathland* and Parish of *Pickering*:

Seventh. A Line of Catchwater Drains or Pipes from the said Reservoir No. 2. to the Well on *Spa Hill* called "*Spa Well*," and also Lines of Catchwater Drains or Pipes leading from the said Reservoir to and up the Channels of the Stream called the "*Hill Slack*," and the various other Streams which join one another, and together form the Stream called "*Lythe Beck*," and terminating in Catch Wells to be constructed at or near the Springheads and Sources of the said Stream, which said Lines of Catchwater Drains, Wells, and Pipes will all be situate in the Townships of *Ugglebarnby* and *Eskdaleside* in the said Parish of *Whitby*, and the Township of *Goathland* in the Parish of *Pickering*:

Eighth. A Line or Lines of Catchwater Drains or Pipes from the said Reservoir No. 3. to and along the Channel of the Stream called "*Grain Beck*," and the various Streams and Rivulets, Tributaries thereof, which said Stream falls into and joins the Stream called "*Eller Beck*," at a Point near the Foot Bridge over the said *Eller Beck* called *Darnholme Bridge*, and terminating in Catch Wells to be constructed near the Springheads or Sources of the said several Streams and Rivulets, all which said Catchwater Drains and Pipes will be situate and made in the Township of *Goathland* and Parish of *Pickering*:

Ninth. A Conduit or Main Pipe (herein-after called "Conduit No. 4."), commencing from and out of the said Reservoir No. 1., and terminating in the Town of *Whitby* at the Junction of the *Stakesby Road* with *Upgang Lane*, at the West End of *Saint Hilda's Terrace* in the Township of *Ruswarp* and Parish of *Whitby*:

Tenth. A Conduit or Main Pipe (herein-after called "Conduit No. 5."), commencing from and out of the said Conduit No. 4. at a Point on the Line of the said Conduit where Three Roads meet near *High Stakesby* in the Township of *Ruswarp* and Parish of *Whitby*, such Conduit (No. 5.) in its Course crossing the Southern End of the tidal Harbour of *Whitby*, passing into the Township of *Hawsker-cum-Stainsacre* in the said Parish, and terminating in the *Spital Bridge Road* at the Point where the said Road joins another Road called *Green Lane* in the said Township of *Hawsker-cum-Stainsacre* and Parish of *Whitby*:

Eleventh. A Conduit or Main Pipe (herein-after called "Conduit No. 6."), commencing from and out of the said Conduit No. 5. at a Point on the Line thereof where Four Roads meet in or near *Stakesby Vale* and terminating at a Point in the Road opposite *Ruswarp Hall*, all in the Township of *Ruswarp* and Parish of *Whitby*:

And also all necessary and proper Tunnels, Embankments, Cuttings, Bridges, Sewers, Drains, Weirs, Dams, Sluices, Filtering Beds, Engines, Pumps, Conduits, Mains, Pipes, Pipe Tracks, and other Conveniences for the effectual Construction, Maintenance, and Use of the said intended Works, and of the catching and conveying Water into the same within the said Parishes, Townships, Extra-parochial and other Places before mentioned, or any of them.

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

48. It shall be lawful for the Company, subject to the Provisions and Restrictions in this and the said incorporated Acts contained, to lay down, make, and maintain the several Reservoirs, Conduits, Main Pipes, Mains, Catchwater Drains, Catch Wells, and other Works in this Act described, in the Lines and upon the Lands and Highways, Rivers, Harbours, Railways, and Bridges delineated upon the said Plans and described in the said Book of Reference, and according to the Levels shown on the said Sections, and to enter upon, take, and use such of the said Lands delineated on the said Plans and described in the said Book of Reference, and to enter upon and use such of the Highways, Rivers, Harbours, Railways, and Bridges delineated on the said Plans, or such of the Lands situate on either Side of any such Highways, Rivers, Harbours, and Railways, and comprised within the Limits of Deviation delineated or marked or referred to on the said Plans, as shall be necessary for the Purposes of the said Undertaking.

Power to deviate within Limits of Deviation,

49. In the Construction of any of the Works hereby authorized the Company may deviate from the Lines thereof as laid down on the deposited Plans to any Extent within the Limits of Deviation shown thereon, and vertically from the Levels of such Works as shown on the

the deposited Sections, to any Extent not exceeding Three Feet in the Case of a Reservoir, and not exceeding Five Feet in any other Case.

Power to purchase Water.

50. For the Purposes of this Act the Company may divert into the Conduits, Main Pipes, and Reservoirs authorized by this Act, and may from Time to Time take the Waters of the Springs and Streams shown on the deposited Plans, and called "*Hill Slack*," *Spa Well*," and "*Lythe Beck*" in the Townships of *Ugglebarnby* and *Eskdaleside* and Parish of *Whitby*, of the Springs and Streams called "*Goathland End Spring*" and "*Lythe Beck*" in the Township of *Goathland* and Parish of *Pickering*, and of the Springs and Streams called "*Grain Beck*" and "*Middle Grain Beck*" in the Township of *Goathland* and Parish of *Pickering*, and of the several Tributaries of the said Springs and Streams respectively, and all other Waters and Springs which now directly or derivatively flow or proceed into or supply the said Springs and Streams respectively, and may impound such Waters when intercepted or collected by any of the said Works in the said Reservoirs and Works, and may draw off and use the Water so impounded; and for the Purposes aforesaid the Company may divert and alter the Course of such Springs, Streams, Becks, Waters, and Watercourses aforesaid, to the Extent and in the Manner shown on the deposited Plans.

Not to take Lands, &c. belonging to Duchy of Lancaster without Consent.

51. Nothing in this Act contained shall authorize the Company to take or use for the Purposes thereof any Lands or Water belonging to the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster*, except with the Consent of and by Agreement with the Chancellor and Council of Her Majesty's said Duchy.

Authorizing Sale of Lands belonging to Duchy of Lancaster, and providing for Application of Purchase Money.

52. And whereas Part of the Lands which may be required for the Purposes of this Act belong to the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster*: Be it enacted, That it shall be lawful for the Chancellor and Council of Her Majesty's Duchy of *Lancaster* for the Time being to agree with the said Company for the absolute Sale in Fee Simple of the Lands or any Part thereof of or belonging to Her said Majesty in right of Her said Duchy which shall be required for the Purposes of this Act at or for such Price or Compensation in Money, and upon such Terms and Conditions, as shall be settled and agreed upon between the said Chancellor and Council and the said Company, and upon Payment of such Price or Compensation, by any Deed or Writing under the Seal of the Duchy in the Name of Her said Majesty, Her Heirs and Successors, to convey the same Lands, and the Fee Simple and Inheritance thereof, to the said Company, their Successors and Assigns, for the Purposes of this Act; and the Purchase Money or Consideration for the same Lands shall be paid into the Hands of the Receiver General of the

Revenues

Revenues of the said Duchy and Receipts and Acquittances shall be given by him for the same, and the same either shall and may be invested in the Purchase of Bank Annuities, according to the Powers and Provisions contained or referred to in an Act passed in the Forty-eighth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to improve the Land Revenue of the Crown in* England, *and also of His Majesty's Duchy of* Lancaster, with respect to the Purchase Money to be paid for Property belonging to the Crown within the Survey and Receipt of the said Duchy under the therein recited Acts or the same or any Part thereof, may either without any previous Investment, or after such, and either alone or together with any other Monies which shall for the Time being have arisen or shall hereafter arise from the Sale of Lands and Hereditaments, Part of the Possessions of the said Duchy, be laid out according to the Provisions of an Act passed in the Fifty-seventh Year of His said Majesty King *George* the Third, intituled *An Act for ratifying Articles of Agreement entered into by the Right Honourable* Henry Hale *Viscount* Gage, *and the Commissioners of His Majesty's Woods and Forests and Land Revenues, and for the better Management and Improvement of the Land Revenues of the Crown*, or the said Monies, and also any such other Monies, whether previously invested or not, or any Part thereof respectively, may be laid out in the Purchase of Lands which in the Judgment of the said Chancellor and Council shall be deemed convenient to be held with any Possession of the said Duchy as the Chancellor and Council for the Time being of the said Duchy shall direct by any Order or Orders in that Behalf; and the said Chancellor and Council shall for the Purposes of this Act have and be entitled to all such Powers and Provisions in reference to the Monies (if any) so invested in Bank Annuities and so to be laid out and invested as aforesaid as under or by virtue of the said recited Act of the Fifty-seventh Year of King *George* the Third they are entitled to concerning any Sums or Funds of or belonging to the Duchy of *Lancaster* in the same Act particularly mentioned or referred to, and the Lands and Hereditaments (if any) so purchased on behalf of the said Duchy as aforesaid shall be conveyed and assured to the Use of Her Majesty, Her Heirs and Successors, in right of Her said Duchy of *Lancaster*, and shall vest in Her said Majesty, Her Heirs and Successors, in the same Right and as fully and effectually as the Lands to be conveyed to the said Company were vested in Her immediately before such Conveyance, and be held with the like Incidents and be subject to the same Application to all Intents and Purposes as the said Lands so to be conveyed to the said Company were held by Her immediately before such Conveyance, and every such Conveyance to the Use of Her Majesty, Her Heirs and Successors, may be in the Form in the Schedule to this Act annexed, or as near thereto as may be.

48 G. 3. c. 73.

57 G. 3. c. 97.

53. And

For the Conveyance of Waste Lands belonging to the Duchy of Lancaster.

53. And whereas Part of the Lands which may be required for the Purposes of this Act are Waste or Common Lands, the Right to the Soil whereof belongs to the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster* (subject to Rights of Common or other Rights or Easements): Be it enacted, That it shall be lawful for the Chancellor and Council for the Time being of Her Majesty's Duchy of *Lancaster* to agree with the Company for the absolute Sale in Fee Simple of the Estate, Right, and Interest of Her said Majesty in the Soil of the said Waste or Common Lands which may be so required for the Purposes of this Act, at or for such Price or Compensation and upon such Terms and Conditions as shall be agreed upon between the said Chancellor and Council and the said Company, and upon Payment of such Price or Compensation by any Deed or Writing under the Seal of the Duchy in the Name of Her said Majesty, Her Heirs and Successors, to convey such Estate, Right, and Interest to the said Company, their Successors and Assigns, for the Purposes of this Act, and the Purchase or Compensation Money for the same shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same shall be by him applied and disposed of in the like Manner and for the like Intents and Purposes as are in and by this Act directed and provided of and concerning any other Monies which shall come to his Hands by virtue of this Act.

For the Enrolment of all Deeds of Conveyance of Land belonging to the Duchy of Lancaster.

13 W. 3. & 1 Anne, c. 7.

54. Every Deed or Writing whereby any Lands, Hereditaments, Estate, Right, or Interest shall be conveyed or assured by the said Chancellor and Council of Her said Majesty's Duchy of *Lancaster*, by virtue of the Powers of this Act being enrolled in the Court of the Duchy Chamber of *Lancaster* within Six Calendar Months from the Date thereof, shall be effectual to vest in the said Company the Lands, Hereditaments, and Premises thereby expressed to be granted, conveyed, or assured, anything contained in the Act passed in the First Year of Her Majesty Queen *Anne*, intituled *An Act for the better Support of Her Majesty's Household, and the Honour and Dignity of the Crown*, or in any other Act, to the contrary in anywise notwithstanding.

Purchase of Easements.

55. Any Person empowered under this Act or the Acts incorporated herewith to sell and convey or release Lands, shall, subject to and in accordance with the Provisions of this Act, and for the Purposes thereof, have Power to grant and the Company shall have Power to purchase any Right or Easement in, upon, under, or over those Lands as the Company may think requisite for the Purposes of this Act, and such Power shall extend to and include any Right or Easement in or over Water, and "The Lands Clauses Consolidation

Acts Amendment Act, 1860," shall apply to the Purchase of any such Right or Easement.

Additional Lands and Water.

56. The Company may from Time to Time purchase by Agreement, and may hold in addition to the Lands described on the deposited Plans and Book of Reference, any Quantity of Land for extraordinary Purposes, not exceeding in the whole at any One Time Ten Acres, and may also from Time to Time purchase by Agreement any such Right or Easement in, upon, under, or over Lands as they may think requisite for the Purposes of this Act, and such Powers shall extend to and include any Right or Easement in or over any Wells or Springs of Water not being running Streams.

Property not required may be sold.

57. All Lands, Rights, Easements, and Property acquired by the Company may be retained and used, and any Portion thereof not required for the Purposes of this Act may, subject to the Provisions of this Act and the Acts incorporated herewith, be sold and disposed of as the Company may from Time to Time direct.

On Sale of Land or Property by Company, Easements may be retained and Restrictions imposed.

58. On any Sale by the Company under this Act, or any Act incorporated herewith, of any Lands, Rights, Easements, and Property, the Company may reserve to themselves all or any Part of the Water or Water Rights and other Easements belonging thereto, and may make such Sale subject to such Reservation accordingly, and may also impose on the Occasion of such Sale such Reservations, special Conditions, Restrictions, and Provisions with respect to the Use of Water, Exercise of Trades, or Occupations injurious to the Purity of the Water so reserved, or in respect of which such Water Rights or Easements shall be so reserved as before mentioned, as the Company may think fit.

Period within which Works are to be completed.

59. The Works shown on the deposited Plans and herein-before authorized shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers by this or the said incorporated Acts granted to the Company for executing the said Works by this Act authorized, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Works as shall then be completed: Provided always, that nothing in this Act contained shall be held to restrain the Company from extending, altering, enlarging, removing, or replacing any of their Main Pipes and Mains and Pipes within the Limits of this Act from Time to Time as Occasion may require for supplying the Inhabitants within the Limits of this Act with Water.

60. The

Water need not be laid on under Pressure.

60. The Water to be supplied by the Company need not be constantly laid on under Pressure, nor in any Case under a Pressure greater than can be afforded by Gravitation from the Reservoir authorized by this Act from which such Supply shall be obtained.

Rates at which Water is to be supplied.

61. 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 herewith, 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 Rates not exceeding the Rates herein-after specified; (that is to say,)

Where no Watercloset.

If there be no more than One Watercloset in or appurtenant to the Dwelling House to be supplied with Water, then at and after a Rate not exceeding Seven Pounds *per Centum per Annum* on the annual Rackrent or Value of such Dwelling House: Provided that the Company shall not be required to supply any House or Part of a House for a less Sum than Nine Shillings *per Annum:*

If there be a Watercloset or private Bath.

If there be more than One Watercloset, or if there be a private Bath or private Baths in such Dwelling House, then, in addition to the Rates computed as above specified, the following Rates shall be payable; (that is to say,)

For each additional Watercloset the Sum of Five Shillings *per Annum*, and for each private Bath the Sum of Ten Shillings *per Annum*.

Power to supply Shipping with Water.

62. It shall be lawful for the Company to supply with Water Shipping frequenting the Harbour of *Whitby* upon such Terms as shall be agreed upon between the Company and the Master or Owner of the Ship or Vessel so supplied with Water by the Company.

As to Supply of Water for other than domestic Purposes.

63. It shall be lawful for the Company to supply any Person with Water for other than domestic Purposes within the Limits of this Act at such Price and upon such Terms and Conditions as shall be agreed upon between the Company and the Persons desirous of having such Supply of Water, and such Water may, if so agreed, be supplied by the Company by Measure; and in order to provide for the Supply of Water in Bulk by Measure for other than domestic Purposes within the Limits of this Act, the Company shall make from Time to Time, as Circumstances may in their Judgment require, a Scale of the Charges according to which they will supply Water in Bulk by Measure within the District for other than domestic Purposes; and all Persons within the District shall be entitled to a Supply of Water in Bulk by Measure for other than domestic Purposes at the Charges and upon the Terms and Conditions mentioned in the

Scale

Scale of Charges for the Time being in force within the Limits of this Act, and such Scale shall be published in the Office of the Company, provided that any Agreement to be made in pursuance of this Enactment may be determined by either Party by a Three Months Notice in Writing: Provided always, that no Person shall be entitled to a Supply of Water for other than domestic Purposes, or to have his Supply of Water for those Purposes continued, if the Company shall be of opinion that such Supply would render insufficient the Supply of Water for domestic Purposes to be afforded under this Act or the Acts incorporated herewith.

Recovery of Charges for Water.

64. In case any Person who shall have been supplied with Water by the Company, or who shall be liable to Payment in respect of a Supply of Water under or by virtue of the Provisions of this Act, shall neglect or refuse to pay the Amount due in respect of such Supply for the Space of Fourteen Days after Demand thereof by their Collector or Agent, it shall be lawful for any Justice having Jurisdiction where such Person shall then reside, or where such Water shall have been supplied, to issue his Summons to such Person, requiring him to appear at a Time and Place named therein, and then and there to show Cause why the Sum so demanded should not be paid, and if, on the Appearance of such Person, or in default of Appearance after Proof of the Service of the Summons, either personally or at the last known Place of Abode or of Business of such Person, no sufficient Cause shall be shown to the contrary, and in default of Payment, it shall be lawful for any Justice to issue his Warrant of Distress for the Seizure and Sale of the Goods and Chattels of such Person for Recovery of the Amount which may be proved before such Justice to be due from such Person, together with such Costs as to such Justice shall seem just and reasonable.

Particulars of Penalties shall be published.

65. The Company shall publish the short Particulars of the several Offences for which any Penalty is imposed by this Act, or the said incorporated Acts, or any of them, and of the Amount of every such Penalty, and shall cause such Particulars to be painted on a Board to be hung up or affixed in some conspicuous Part of the principal Office or Place of Business of the Company, and also shall cause One of such Boards to be hung up or affixed in some conspicuous Place within the said Town of *Whitby*, and near each of the Reservoirs of the Company, and such hanging up or affixing shall be as good and effectual to all Intents and Purposes whatsoever as if the same were done in the Manner by the 145th Section of "The Companies Clauses Consolidation Act, 1845," mentioned and required.

Power to lease the Rents or Rates.

66. It shall be lawful for the Company to lease the whole or any of the Rates or Rents payable to the Company by virtue of this Act or

or otherwise to any Person or Persons for any Term not exceeding Five Years, and upon such Rents, Covenants, and Conditions as the Company shall think fit: Provided always, that no such Lease shall defeat or abridge the Powers by "The Waterworks Clauses Act, 1847," given to the Court of Quarter Sessions of directing the Reduction of the Rates, and the Company shall reduce the Rates in the Manner they would have done in case no Lease had been granted.

Regulation for preventing Waste, &c. of Water.

67. For the Purpose of preventing the Waste, Misuse, or undue Consumption or Contamination of the Water of the Company, the Company may from Time to Time make such Rules and Regulations as they may think necessary to be observed by the Persons supplied with such Water, 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 their Judgment will be likely to occasion any such Waste, Misuse, undue Consumption, or Contamination, and 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 Company shall from Time to Time prescribe or otherwise approve.

Occupier liable to Water Rent in certain Cases.

68. 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 Company to pay the Water Rent for the Supply of Water to such Dwelling House or Tenement, the Water Rent due in respect of such Supply shall be payable by and may be recovered from the Occupier of such Dwelling House or Tenement.

For Protection of H. W. Yeoman, Esq. &c.

69. For the Protection and Benefit of *Henry Walker Yeoman* Esquire, his Heirs and Assigns, or other the Owner for the Time being of *Woodlands* Mansion House and the Manors of *Eskdaleside* and *Ugglebarnby*, the Company shall be bound by and fulfil the following Stipulations and Provisions:

First, the Company shall not (without the previous Consent in Writing of the said *Henry Walker Yeoman*, or other such Owner as aforesaid,) take more than Three Acres of Land for the Purposes of Reservoir No. 2. and the Works connected therewith:

Secondly, all Lands or Rights or Interests in Lands acquired by the Company from the said *Henry Walker Yeoman*, or other such Owner as aforesaid, for the Purposes of Reservoir No. 2. and the Works connected therewith, and not at the Expiration of the Period by "The Lands Clauses Consolidation Act, 1845," limited for the Sale of superfluous Lands used by the Company for the Purposes of such Reservoir or Works, and also any Part of the Lands so purchased and used for the said Reservoir and Works which shall afterwards be abandoned and disused for the Purposes of the Company for a Period of Two Years, shall, on the Expiration of such Periods respectively, and on Repayment or Tender by him to the Company of the Price (or if the same were bought by them, with other Lands of a proportionate Part of the Price,) paid by the Company for the same, vest in and become the Property of the said *Henry Walker Yeoman*, his Heirs or Assigns, or other such Owner as aforesaid:

Thirdly, the Clauses and Provisions of "The Waterworks Clauses Act, 1847," with respect to the Communication Pipes to be laid by the Inhabitants, shall extend and apply to the Mansion House of *Woodlands* and the Offices thereof, and the Owner and Occupier from Time to Time thereof, but with these Qualifications, *viz.*, that the Quantity of Water to be taken by such Pipes shall not exceed Five hundred Gallons a Day, and that it shall not be necessary for such Owner or Occupier to pay to the Undertakers for or on account of his laying down such Communication Pipes, or of the Supply of such Quantity of Water as aforesaid to such House or Offices, any greater Sum by way of Water Rate or otherwise than One Shilling *per Annum*, and that the Bore of the Communication Pipe shall not be limited:

Fourthly, the said *Henry Walker Yeoman*, his Heirs and Assigns, Owners for the Time being of the Manors of *Eskdaleside* and *Ugglebarnby*, shall not be entitled to any Compensation in respect of the Water to be collected and taken by the Company upon and from *Sleights Moor*; but this Provision shall not be in bar or Diminution of any other Compensation (except in respect of that Water), or of any Damages or Accommodation Works to which he or they may be entitled under this Act, or any Act incorporated with this Act.

Works affecting the North-eastern Railway to be done under Inspection of their Engineer.

70. In laying down, making, executing, and subsequently maintaining and repairing the Mains and Pipes, and any other Works of the Company upon, along, across, or under or by the Side of the *North-eastern* Railway, as shown on the deposited Plans, and wheresoever elsewhere the same or any of them shall interfere with or be upon or under or by the Side of the said Railway or the Works or Property of the *North-eastern* Railway Company, the Company shall lay

lay down, make, execute, and subsequently maintain and repair the same, and all Excavations and Works necessary for those Purposes or any of them, under the Direction and Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *North-eastern* Railway Company, and shall pay and make good to the *North-eastern* Railway Company all Loss, Costs, Charges, Damages, and Expenses whatsoever which they shall pay, expend, or be put to by, in, about, or in consequence of the laying down, making, and executing the said Mains, Pipes, and other Works upon, along, across, or under the said Railway and Property of the said Railway Company or any Part thereof, and of the subsequent Maintenance and Repair thereof, or of any of such Works, or of any other Injury caused by the Works of the Company or the Use thereof to the said Railway, or the Works or Traffic thereof, or other the Property of the said Railway Company; and in case of any Difference between the Engineer of the Company and the Engineer of the *North-eastern* Railway Company as to any of the Matters aforesaid, the same shall be determined by Arbitration in the Manner prescribed by the Clauses of "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration, and for such Purposes those Clauses shall be incorporated with and deemed Part of this Act: Provided always, that nothing in this Act contained shall enable the Company in any Way to interfere with any Station, Station House, Engine Shed, Warehouse, Shop, or other Building of the *North-eastern* Railway Company, without the Consent of such Company in Writing in every Case first obtained.

Saving Rights of North-eastern Company.

71. Nothing in this Act contained shall extend to authorize the Company absolutely to purchase or take the Land or Soil or Property of the *North-eastern* Railway Company, or of any Branch Railway belonging thereto, or any Land or Soil or Property of or belonging to the said Railway Company, or to abridge, alter, prejudice, or take away any of the Rights, Privileges, Powers, or Authorities of or belonging to or vested in such Railway Company, but all their Rights, Privileges, Powers, and Authorities, as well under their Acts of Parliament as otherwise, are hereby saved and reserved, except so far as the same are by this Act expressly varied or affected: Provided nevertheless, that it shall be lawful for the Company (subject nevertheless to the Restrictions herein and in the said incorporated Acts contained) to purchase and take of and from the said Railway Company the free and uninterrupted Right at all Times hereafter to lay, continue, and maintain, and from Time to Time to examine, repair, and replace the Mains or Pipes or other Works of the Company in and through the Lands or Grounds of the said Railway Company as shown on the Plans deposited with the Clerks of the Peace as hereinbefore mentioned, and as near as may be in the Course or Direction

shown

shown on the same Plans, with all proper Apparatus and Conveniences connected therewith, and with all necessary, free, and uninterrupted Rights of Ingress, Egress, Progress, and Regress to, along, and from the same: Provided also, that all such Ingress, Egress, Progress, and Regress shall only be had and enjoyed in and about the laying, continuing, and maintaining, and from Time to Time repairing, restoring, renewing, inspecting, and examining the said Pipes, and shall not be used, had, or enjoyed for any other Purposes or Intent whatsoever, the Company paying to the said Railway Company, their Successors or Assigns, such Money by way of Compensation in gross or such clear yearly Rent as may be agreed upon between the said Two Companies, or, in default of such Agreement, then as may be determined by reference to Arbitration, or by the Verdict of a Jury in manner in "The Lands Clauses Consolidation Act, 1845," mentioned and provided for settling Cases of disputed Compensation, and the Company also paying to the said Railway Company reasonable Damages for all Injury from Time to Time occasioned or to be occasioned by the bursting of the Pipes or otherwise, or by the Exercise of such Privileges as aforesaid; and in case any Dispute shall arise respecting such last-mentioned Damages, such Dispute shall be determined and settled in the Manner provided in "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Power to purchase existing Waterworks.

72. It shall be lawful for the Company and they are hereby empowered to purchase by Agreement from the Owners, Lessees, and Occupiers thereof any Reservoirs, Wells, Springs of Water, Mains, Pipes, and other Works connected therewith in the Nature of Waterworks now used for the Purpose of supplying Water for domestic Use to the Inhabitants of any Parts of the said Town and Neighbourhood and Parish of *Whitby*, and to pay for the same out of the Capital of the Company such Consideration in Money, either annual or in gross, as may be agreed upon, and the Property so purchased and all Rights, Powers, and Privileges held therewith or incident thereto shall thereupon be conveyed to and vest absolutely in the Company for the Purposes of this Act.

Power to make Agreements with Whitby Improvement Commissioner.

73. It shall be lawful for the Company to agree with the Commissioners for the Improvement of the Town of *Whitby*, acting under the Local and Personal Act 7th *William* the Fourth, Chapter 10, for supplying and thereupon to supply the public Roads, Streets, or Squares, Drains, and Passages within the Town and Borough of *Whitby* with Water, and for cleansing and watering the same, and for exercising Fire Engines (but not for extinguishing Fires, for which Water is to be supplied by the Company without Compensation, as required by Section 42. of "The Waterworks Clauses Act, 1847,)" or

or in relation thereto, and for the said Commissioners to contract with the Company for such Service and Supply, and to pay for the same out of any Rates or other Income under their Control under the said Act 7th *William* the Fourth, Chapter 10.

For the Protection of Whitby Harbour.

74. Whereas in the Construction of the Works by this Act authorized it is proposed to lay a Pipe or Pipes in the Soil of the Bed of the River *Esk* or Harbour of *Whitby*: And whereas the Trustees for the more effectual repairing, maintaining, and improving the Piers and Harbour of the Town and Port of *Whitby* (herein-after called the "Harbour Trustees") are empowered from Time to Time to deepen the Bed of the said River and Harbour and to execute various Works for the Maintenance and Improvement of the said Piers and River or Harbour, and it is expedient that such Provision as is herein-after contained should be made for preventing Obstructions to or Interference with the Exercise of such Powers by the Harbour Trustees: Therefore, if and whenever the Harbour Trustees shall think it necessary to deepen or lower the Bed of the said River *Esk* or the said Harbour, or to execute any other Works for maintaining or improving the Piers or Harbour of *Whitby* which may render necessary the Removal and an Alteration in the Position of any Pipe or Pipes which may have been laid by the Company in the Bed of the said River or Harbour, they may give Notice in Writing under the Hand of their Clerk to the Company requiring them to move or alter the Position of any such Pipe or Pipes, and to relay the same at such Level and in such Position as shall be prescribed by the Harbour Trustees; and the Company shall and they are hereby required at their own Expense, within such Period as shall be specified in such Notice, to remove such Pipe or Pipes and to relay the same in the Manner prescribed by such Notice, and if the Company fail for a Period of Fourteen Days after the Time prescribed in such Notice to remove and relay such Pipe or Pipes pursuant to such Notice, the Harbour Trustees may proceed to remove and relay such Pipe or Pipes in accordance with such Notice or in such other Manner as they shall consider necessary, and the Company shall repay them on Demand all Costs, Charges, and Expenses incurred by them in reference thereto; and on Failure by the Company for Twenty-one Days after Demand thereof to repay the Harbour Trustees the Costs, Charges, and Expenses so incurred by them, the Amount thereof may be recovered by the Harbour Trustees from the Company with full Costs of Suit by Action in any Court of competent Jurisdiction: Provided that the Harbour Trustees shall not in any Case be responsible for any Loss or Damage which may result to the Company or otherwise by reason of any such Removal or Alteration of any such Pipe or Pipes or in any way resulting therefrom.

Acknowledgment to Lord of Manor for Privilege of breaking up Streets.

75. The Company shall and they are hereby required to pay to the Lord for the Time being of the Manor of *Whitby* and Liberty of *Whitby Strand* the Sum of Twenty-one Shillings yearly, as and by way of Acknowledgment for the Privilege of breaking up the Soil of the Streets and Highways within the Limits of this Act belonging to the Lord of the said Manor and Liberty, and of carrying Pipes into or across the said Harbour of *Whitby*.

Saving Rights of the Crown.

76. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorize the Company to take, use, or in any Manner interfere with any Foreshore, or other Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Saving Rights of the Crown and the Duchy of Lancaster.

77. 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*.

Saving Rights of Lords of Manors.

78. Nothing in this Act contained shall extend or be construed to extend to alter, lessen, prejudice, defeat, or impeach any of the Powers, Rights, or Privileges of the Lord of the Manor of *Whitby* and Liberty of *Whitby Strand*, or his Jurisdiction within the same Manor or Liberty, or of the Lord of the Manors of *Eskdaleside* and *Ugglebarnby*, or his Jurisdiction within those Manors, except so far as the same are inconsistent with the Purposes of this Act, or are by this Act expressly altered, lessened, prejudiced, defeated, or impeached.

Company not exempt from the Public Health Acts.

79. Nothing herein contained shall be deemed or construed to exempt the Company from the Provisions of "The Public Health Act, 1848," or "The Local Government Act, 1858," or of any General Act relating thereto or to the Subject Matter thereof which may pass during the present or any future Session of Parliament.

Expenses of Act.

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

SCHE-

SCHEDULE referred to in the foregoing Act.

These are to witness, that in consideration of the Sum of Pounds, paid to *A.B.*, of , by *C.D.*, the Receiver General of the Revenues of the Duchy of Lancaster on behalf of Her Majesty, he, the said *A.B.*, doth by these Presents grant, convey, and assure unto the said *C.D.*, his Heirs and Assigns, all that

; to have and to hold the same unto the said *C.D.*, his Heirs and Assigns, to the Use of Her said Majesty, Her Heirs and Successors, in right of Her said Duchy.

In witness, *&c.*

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