ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. lxvii.

An Act for supplying the Borough of *Wigan* in the County Palatine of *Lancaster* with Water, for the better Regulation of the Police therein, and for other Purposes. [28th *June* 1853.]

WHEREAS the Inhabitants of the Borough of *Wigan* in the County Palatine of *Lancaster* are not at present sufficiently supplied with Water; and it is expedient that a better Supply of pure and wholesome Water should be afforded them: And whereas it is expedient that Provision should be made for the better Regulation of the Police of the said Borough: And whereas "The Public Health Act, 1848," is now in force within the said Borough of *Wigan;* and the Mayor, Aldermen, and Burgesses of the said Borough, by the Council of the said Borough, have been duly constituted the Local Board of Health within and for the District comprised within the said Borough: And whereas an Act was passed in the Fourth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for supplying the Borough and* 4 G. 3. c. 75.
Town of Wigan *in the County of* Lancaster *with fresh and wholesome Water*, whereby *Thomas Blinkhorn* and *Thomas Woltum*, their

Heirs,

Heirs, Executors, Administrators, or Assigns, were empowered to construct Waterworks, and to supply the Inhabitants of the said Borough with Water: And whereas, under the Provisions of the last-recited Act, the Parties thereby authorized have since acquired certain Lands, and constructed certain Waterworks, and certain Parts of the said Borough of *Wigan* have been supplied with Water; but such Supply is only intermittently afforded, and is not sufficient for the Wants and Convenience of the present and increasing Population of the said Borough: And whereas it is expedient that the Supply of Water for the said Borough of *Wigan* should be provided by, and placed under the Control, Regulation, and Management of, the said Local Board of Health; and also that the said Local Board of Health should be authorized and empowered to purchase the Lands, Works, Rights, Powers, and Privileges of the said *Wigan* Waterworks Company: And whereas the said Local Board of Health are desirous of purchasing the said Lands, and the said Works constructed under the Powers of the said last-mentioned Act, and of better supplying the said Borough with pure and wholesome Water; and the present Owners and Proprietors of the said Lands and Works are willing to sell the same to the said Local Board of Health at a Price to be fixed upon by Arbitration; but such Purposes cannot be effected without the Aid and 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:

Interpretation of Terms.

I. That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; that is to say,

The Words "Local Board of Health" shall mean the Local Board of Health for the Borough of *Wigan* in the County Palatine of *Lancaster*:

The Words "Borough of *Wigan*" shall mean the Municipal Borough of *Wigan*:

The Words "*Wigan* Waterworks Company" shall mean the Owners of the Waterworks constructed under the said recited Act made and passed in the Fourth Year of the Reign of His late Majesty King *George* the Third.

8 & 9 Vict. c. 18. and 10 & 11 Vict. cc. 17. & 89. incorporated with this Act.

II. That "The Lands Clauses Consolidation Act, 1845," and "The Waterworks Clauses Act, 1847," and "The Town Police Clauses Act, 1847," shall be incorporated with and form Part of this Act, except so far as the same Acts respectively, or either of them, or any Part or Parts thereof respectively, are expressly varied or altered

altered by this Act: Provided always, that the Powers and Provisions of "The Town Police Clauses Act, 1847," shall be vested in and be administered by the Watch Committee of the Borough of *Wigan*, from Time to Time appointed in pursuance of an Act passed in the Fifth and Sixth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to provide for the Regulation of Municipal Corporations in* England *and* Wales, and shall extend and apply to all Constables within the Borough of *Wigan*, notwithstanding they may not have received their Appointments under this Act.

Powers of 10 & 11 Vict. c. 89. to be administered pursuant to Provisions of 5 & 6 W. 4. c. 76.

III. That in citing this Act in other Acts of Parliament, in legal Instruments or Proceedings, and in other Documents, it shall be sufficient to use the Expression "The *Wigan* Waterworks Act, 1853."

Short Title.

IV. That the Limits of this Act for the Supply of Water shall be deemed and taken to extend to and shall comprise the whole of the said Borough of *Wigan*.

Limits of Act.

V. That it shall be lawful for the Local Board of Health to purchase from the *Wigan* Waterworks Company, and for the said Company to sell and convey to the said Local Board of Health, their said Waterworks, and all the Rights, Powers, and Privileges of taking and using the several Springs of Water connected therewith, and of making Reservoirs, Drains, and Aqueducts, and all other Rights, Powers, and Privileges; and also all the Reservoirs, Drains, Aqueducts, Watercourses, and other Works which have been made, constructed, or acquired by the said *Wigan* Waterworks Company, under the Powers of the said Act of the Fourth Year of the Reign of King *George* the Third, or otherwise howsoever; and also all the Freehold and Leasehold Messuages, Lands, Tenements, and Hereditaments, and all the Rights, Powers, Privileges, and Easements, which have been purchased and taken on Lease, or agreed to be purchased and taken on Lease, by the said *Wigan* Waterworks Company, at a Price to be ascertained in the Manner agreed upon by and between the said *Wigan* Waterworks Company and the said Local Board of Health, and expressed in certain Articles of Agreement made between them, and bearing Date the Twenty-seventh Day of *December* One thousand eight hundred and fifty-two, and under and subject to such other Terms and Conditions as are contained in the said Articles of Agreement, except so far as the same are expressly varied by this Act.

Power for Local Board of Health to purchase the existing Wigan Waterworks.

VI. That the Payment of the said Price or Purchase Money for the Waterworks, and other Property, Rights, Powers, and Privileges of the said *Wigan* Waterworks Company, into the Bank of Messrs. *Woodcock*,

Mode of Payment of Purchase Money.

Woodcock, at *Wigan*, to the Credit of the said Waterworks Company, shall be deemed a Payment to the Persons entitled thereto; and the Receipt of the said Messrs. *Woodcock* shall sufficiently discharge the said Local Board of Health therefrom, and from seeing to the Application thereof.

Vesting the existing Wigan Waterworks in the Local Board of Health, on Payment of Purchase Money.

VII. That on Payment, in manner aforesaid, of the said Purchase Money, and of all Interest which may have become due for the same, and the Execution of all proper Conveyances and Assignments, duly stamped, the said Waterworks, and all the Lands, Tenements, and Hereditaments, of whatsoever Tenures, and all Works, Mains, Pipes, and other Property which shall then belong to or be vested in the said *Wigan* Waterworks Company, and which shall have been acquired by them under the Powers and Provisions of the said recited Act relating to such Works, shall be and become vested in the said Local Board of Health; and then and thereupon the Proprietors of the said *Wigan* Waterworks shall cease to have any Powers of supplying Water under the said recited Act, and the same Act shall then be and is hereby repealed: Provided always, that until the said Purchase Money shall be paid or secured, it shall not be lawful for the said Local Board of Health to construct Waterworks, or to supply the Inhabitants of the said Borough, or any of them, with Water, under the Powers and Provisions herein-after contained.

Liabilities, &c. of Wigan Waterworks Company to be transferred to the Local Board of Health.

VIII. That immediately upon the Lands, Works, Property, Rights, Powers, and Privileges of the said *Wigan* Waterworks Company being purchased by and becoming vested in the Local Board of Health, under the Provisions herein contained, all Contracts, Engagements, Agreements, Conveyances, Leases, Covenants, Indemnities, and Liabilities made or entered into with, to, or in favour of, or by or for or on behalf of the said *Wigan* Waterworks Company, previously to the Completion of such Purchase, shall (subject to the Provisions of this Act) be and remain as good, valid, and effectual in favour of and against and in reference to the Local Board of Health, and may be proceeded on and enforced in the same Manner, by or against the Local Board of Health, to all Intents and Purposes, as if the Local Board of Health had been Parties to and executed or entered into the same, or had been named or referred to therein, instead of the said *Wigan* Waterworks Company.

Construction of Waterworks.

IX. And whereas Plans and Sections showing the Site, Line, and Levels of the proposed Waterworks, and also a Book of Reference containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of Lands, Springs, and Streams, in or through which the same are intended to be made or to pass, or which are required for the Purposes of the said Waterworks, have

have been deposited with the Clerk of the Peace for the County Palatine of *Lancaster:* Be it enacted, That it shall be lawful for the Local Board of Health, subject to the Provisions and Restrictions in this and the said incorporated Acts contained, to lay down, make, and maintain the said Waterworks, with all necessary Reservoirs and other Works, in the Line and upon the Lands, Roads, Highways, Bridges, and Railways delineated upon the said Plans, and described in the said Book of Reference, and according to the Levels described on the said Sections, and to enter upon, take, and use such of the said Lands, Springs, and Streams delineated upon the said Plans, and described in the said Book of Reference, as shall be necessary for the Purposes of the Undertaking; and to enter upon, take, and use, and lay down a Main Pipe or Main Pipes and other Apparatus necessary for the Purposes of the said Local Board of Health, upon, along, across, or under such of the Roads, Highways, Bridges, and Railways delineated on the said Plans, or such of the Lands situate on either Side of any such Roads, Highways, or 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 Undertaking; or to acquire, compulsorily or by Agreement, any Easement, Liberty, Privilege, Power, or Authority in or over the same, or the Right of laying down a Main Pipe or Main Pipes upon, across, or under any such Roads, Highways, Bridges, and Railways, as the said Local Board of Health may think fit.

Saving the Rights and protecting the Lands of C. Scarisbrick, Esquire, within the Watershed.

X. And whereas *Charles Scarisbrick* of *Scarisbrick Hall* in the County of *Lancaster*, Esquire, is or claims to be seised of or entitled to certain Manors, Messuages, Farms, Lands, Tenements, Springs and Streams of Water, Mines, Minerals, Metals, Stone, Hereditaments, and Premises situate in the several Townships of *Worthington*, *Coppull*, *Welch Whittle*, *Heskin*, *Parbold*, and *Wrightington*, all in the County of *Lancaster;* and in respect of such Seisin and Title he is or claims to be entitled to erect, build, and construct any Messuages, Dwelling Houses, Manufactories, and other Erections, Buildings, Steam Engines, Mill Gearing, Machinery, and other Works within or upon the said Manors, Messuages, Farms, Lands, Springs, Streams, Hereditaments, and Premises, or any of them, or any Part or Parts thereof respectively, and to use, occupy, and enjoy the same for domestic, public, commercial, manufacturing, and all and every other Purposes or Purpose whatsoever, and to have, impound, use, and take all or any of the Water flowing or arising or which shall hereafter flow or arise through, within, or upon the said Manors, Messuages, Farms, Lands, Springs, Streams, Hereditaments, and Premises, or any Part or Parts thereof, subject nevertheless to the legal Obligation of returning all surplus Water after User as

as aforesaid in such Manner as that the same may flow into *Buckow* or *Adlington Brook* at some Point above the Works hereby authorized; and also to open all or any Mines, Layers, Seams, Beds, and Strata of Iron, Coal, Cannel, Lead, Copper, Clay, Marl, Sandstone, and other Stones, Minerals, Metals, and Substances which have been or shall at any Time or Times hereafter be found or discovered within or under or upon the said Manors, Messuages, Farms, Lands, Springs, Streams, Hereditaments, and Premises, or any of them, or any Part or Parts thereof respectively; and to sink, dig, search, bore, and try for, and win, work, drain, unwater, raise, strip, take, get, burn, smelt, manufacture, use, carry away, and dispose of all such Iron, Coal, Cannel, Lead, Copper, Clay, Marl, Sandstone, and other Stones, Minerals, Metals, and Substances, and also all such Iron, Coal, Cannel, Lead, Copper, Clay, Marl, Sandstone, and other Stones, Minerals, Metals, and Substances, as may be won, gotten, brought, or imported in, from, or out of any Lands adjoining or lying near thereto; and for the Purposes aforesaid, from Time to Time to dig, sink, make, and work such Pits, Grooves, Shafts, Tunnels, Adits, Levels, Cutwinds, Drifts, Trenches, Cuts, Canals, Sluices, Waygates, Watergates, Watercourses, and other Works, and to make, erect, construct, set up, and work such Furnaces, Brick-kilns, Tile-kilns, Fire Engines, Steam Engines, Windmills, Watermills, and other Mills, Gins and other Engines and Machinery, Collieries, and other Works or Contrivances of any Description whatsoever, whether of present Use or future Invention, as shall be deemed necessary or convenient for finding, discovering, opening, draining, unwatering, winning, working, procuring, or conveying, burning, smelting, or manufacturing the said Ironstone, Coals, Cannel, Lead, Copper, Clay, Marl, Sandstone, and other Stones, Minerals, Metals, and Substances, or any of them, or any Part or Parts thereof respectively, and for making, burning, and manufacturing Coke, Bricks, and Tiles, as well for Sale as for the Use of any such Furnaces and Works or otherwise, and for turning, bringing, and carrying Water for working and carrying on any such Steam Engines, Machinery, or other Works, and for avoiding and carrying away Water, foul Air, and Stench, from and out of the said Mines and Works respectively; and also to pump and raise to the Surface any Water which shall be found or discovered or which shall flow or arise in opening or working the said Ironstone, Coals, Cannel, Lead, Copper, Clay, Marl, Sandstone, and other Stones, Minerals, Metals, and Substances, or any of them, or any Part or Parts thereof respectively, and to discharge, throw, or turn the Water which shall be so raised, and also the Water of any Sink, Sewer, or Drain, or of any Steam Engine or Boiler, or any other Water or Refuse flowing or arising within or upon the said Manors, Messuages, Farms, Lands, Mines, Minerals, Springs, Streams, Hereditaments, and Premises, into or through

through the ordinary and accustomed Channels, Drains, and Watercourses, or any of them: Be it therefore enacted, That nothing contained in this Act or the said recited Acts, or any Act incorporated herewith, and that no Lapse or Effluxion of Time, shall in any Manner alter, abridge, injure, prejudice, lessen, impede, or otherwise affect any Estate, Right, Title, or Interest, or any of the Rights, Liberties, Privileges, Immunities, Powers, Franchises, or Authorities of the said *Charles Scarisbrick*, his Heirs or Assigns, or other the Owner or Owners for the Time being of the said Manors, Messuages, Farms, Lands, Tenements, Springs and Streams of Water, Mines, Minerals, Metals, Stone, Hereditaments, and Premises, or any of them, or any Part or Parts thereof respectively, of, in, to, or over, or in respect of or incident or appurtenant to the said Manors, Messuages, Farms, Lands, Tenements, Springs and Streams of Water, Mines, Minerals, Metals, Stone, Hereditaments, and Premises, or any of them, or any Part or Parts thereof respectively; but that, notwithstanding anything in this or the recited Acts or any Act incorporated herewith contained, or any Lapse or Effluxion of Time, the said *Charles Scarisbrick*, his Heirs and Assigns, and other the Owner and Owners for the Time being entitled as aforesaid, and his, their, or any of their Lessees, Tenants, and all other Persons claiming under or through him, them, or any of them, and any other Person or Persons by his, their, or any of their Authority or Permission, and every or any of them, shall and may from Time to Time and at all or any Time or Times hereafter have, use, occupy, possess, and enjoy the said Manors, Messuages, Farms, Lands, Tenements, Springs, Streams, Mines, Minerals, Metals, Stone, Hereditaments, and Premises, and to search for, open, drain, work, get, raise, manufacture, carry away, and dispose of the said Mines, Layers, Seams, Beds, and Strata of Iron, Coal, Cannel, Lead, Copper, Clay, Marl, Sandstone, and other Stones, Minerals, Metals, and Substances, and pump and raise Water from or out of any Mines, and to throw any Water or Refuse flowing or arising within or upon or from or out of the said Manors, Messuages, Farms, Lands, Tenements, Springs and Streams of Water, Mines, Minerals, Metals, Stone, Hereditaments, and Premises, or any of them, or any Part or Parts thereof respectively, into or through the ordinary and accustomed Channels, Drains, and Watercourses, or any of them, and to use, exercise, and enjoy all or any of the Rights, Liberties, Privileges, Powers, Franchises, and Authorities to which the said *Charles Scarisbrick* is now lawfully entitled, of, in, to, or over, or in respect of or incident or appurtenant to the said Manors, Messuages, Farms, Lands, Tenements, Springs and Streams of Water, Mines, Minerals, Metals, Stone, Hereditaments, and Premises, or any of them, or any Part or Parts thereof respectively, in the same full, ample, and beneficial Manner, to all Intents and Purposes, and to the same Extent (but only in the same

same Manner and to the same Extent) as he or they or any of them might or could have done if this Act had not been passed, or the Works hereby authorized, or any of them, had not been constructed, without being in any Manner liable for any Damage or Injury that may be done or occasioned thereby, and without being in any Manner subject or liable to any of the Penalties or Forfeitures imposed by this Act or the recited Acts, or any Act incorporated herewith; and that in case it shall be found or deemed necessary or expedient to divert or remove any such Water or Refuse as aforesaid, in order to prevent the same from running or being brought into any Stream, Reservoir, Aqueduct, or other Waterworks belonging to the Local Board of Health, or to do any other Act in order to prevent the Water in any such Stream, Reservoir, Aqueduct, or other Waterworks from being fouled by the Use, Exercise, or Enjoyment of any of the Rights, Liberties, Privileges, Franchises, Powers, or Authorities herein-before mentioned, the same shall be diverted, removed, or done by and at the proper Costs and Charges in all respects of the said Local Board of Health.

For protecting the Lands of James Cardwell, Esquire, within the Watershed.

XI. And whereas *James Cardwell* of *Ellerbeck* in the County of *Lancaster*, Esquire, is or claims to be seised of or entitled to certain Manors, Messuages, Farms, Lands, Tenements, Springs and Streams of Water, Mines, Minerals, Metals, Stone, Hereditaments, and Premises situate in the several Townships of *Coppull*, *Adlington*, *Worthington*, and *Standish*, all in the County of *Lancaster*; and in respect of such Seisin and Title he is or claims to be entitled to erect, build, and construct any Messuages, Dwelling Houses, Manufactories, and other Erections, Buildings, Steam Engines, Mill Gearing, Machinery, and other Works within or upon the said Manors, Messuages, Farms, Lands, Springs, Streams, Hereditaments, and Premises, or any of them, or any Part or Parts thereof respectively, and to use, occupy, and enjoy the same for domestic, public, commercial, manufacturing, and all and every other Purposes or Purpose whatsoever; and to have, impound, use, and take all or any of the Water flowing or arising or which shall hereafter flow or arise through, within, or upon the said Manors, Messuages, Farms, Lands, Springs, Streams, Hereditaments, and Premises, or any Part or Parts thereof, subject nevertheless to the legal Obligation of returning all surplus Water after User as aforesaid in such Manner as that the same may flow into *Buckow* or *Adlington Brook* at some Point above the Works hereby authorized; and also to open all or any Mines, Layers, Seams, Beds, and Strata of Iron, Coal, Cannel, Lead, Copper, Clay, Marl, Sandstone, and other Stones, Minerals, Metals, and Substances, which have been or shall at any Time or Times hereafter be found or discovered within or under or upon the said Manors, Messuages, Farms, Lands, Springs, Streams, Hereditaments, and Premises,

Premises, or any of them, or any Part or Parts thereof respectively; and to sink, dig, search, bore, and try for, and win, work, drain, unwater, raise, strip, take, get, burn, smelt, manufacture, use, carry away, and dispose of all such Iron, Coal, Cannel, Lead, Copper, Clay, Marl, Sandstone, and other Stones, Minerals, Metals, and Substances, and also all such Iron, Coal, Cannel, Lead, Copper, Clay, Marl, Sandstone, and other Stones, Minerals, Metals, and Substances, as may be won, gotten, brought, or imported in, from, or out of any Lands adjoining or lying near thereto; and for the Purposes aforesaid, from Time to Time to dig, sink, make, and work such Pits, Grooves, Shafts, Tunnels, Adits, Levels, Cutwinds, Drifts, Trenches, Cuts, Canals, Sluices, Waygates, Watergates, Watercourses, and other Works, and to make, erect, construct, set up, and work such Furnaces, Brick-kilns, Tile-kilns, Fire Engines, Steam Engines, Windmills, Watermills, and other Mills, Gins and other Engines and Machinery, Collieries, and other Works or Contrivances of any Description whatsoever, whether of present Use or future Invention, as shall be deemed necessary or convenient for finding, discovering, opening, draining, unwatering, winning, working, procuring, or conveying, burning, smelting, or manufacturing the said Ironstone, Coals, Cannel, Lead, Copper, Clay, Marl, Sandstone, and other Stones, Minerals, Metals, and Substances, or any of them, or any Part or Parts thereof respectively, and for making, burning, and manufacturing Coke, Bricks, and Tiles, as well for Sale as for the Use of any such Furnaces and Works or otherwise, and for turning, bringing, and carrying Water for working and carrying on any such Steam Engines, Machinery, or other Works, and for avoiding and carrying away Water, foul Air, and Stench from and out of the said Mines and Works respectively; and also to pump and raise to the Surface any Water which shall be found or discovered or which shall flow or arise in opening or working the said Ironstone, Coals, Cannel, Lead, Copper, Clay, Marl, Sandstone, and other Stones, Minerals, Metals, and Substances, or any of them, or any Part or Parts thereof respectively; and to discharge, throw, or turn the Water which shall be so raised, and also the Water of any Sink, Sewer, or Drain, or of any Steam Engine or Boiler, or any other Water or Refuse flowing or arising within or upon the same Manors, Messuages, Farms, Lands, Mines, Minerals, Springs, Streams, Hereditaments, and Premises into or through the ordinary and accustomed Channels, Drains, and Watercourses, or any of them: Be it therefore enacted, That nothing contained in this Act or the said recited Acts, or any Act incorporated herewith, and that no Lapse or Effluxion of Time, shall in any Manner alter, abridge, injure, prejudice, lessen, impede, or otherwise affect any Estate, Right, Title, or Interest, or any of the Rights, Liberties, Privileges, Immunities, Powers, Franchises, or Authorities of the said *James Cardwell*, his Heirs or Assigns, or other the Owner or Owners for the Time being of the said Manors, Messuages, Farms, Lands,

Tenements, Springs and Streams of Water, Mines, Minerals, Metals, Stone, Hereditaments, and Premises, or any of them, or any Part or Parts thereof respectively, of, in, to, or over, or in respect of or incident or appurtenant to the said Manors, Messuages, Farms, Lands, Tenements, Springs and Streams of Water, Mines, Minerals, Metals, Stone, Hereditaments, and Premises, or any of them, or any Part or Parts thereof respectively; but that, notwithstanding anything in this or the recited Acts or any Act incorporated herewith contained, or any Lapse or Effluxion of Time, the said *James Cardwell*, his Heirs and Assigns, and other the Owner and Owners for the Time being entitled as aforesaid, and his, their, or any of their Lessees, Tenants, and all other Persons claiming under or through him, them, or any of them, and any other Person or Persons by his, their, or any of their Authority or Permission, and every or any of them, shall and may from Time to Time, and at all or any Time or Times hereafter, have, use, occupy, possess, and enjoy the said Manors, Messuages, Farms, Lands, Tenements, Springs, Streams, Mines, Minerals, Metals, Stone, Hereditaments, and Premises, and to search for, open, drain, work, get, raise, manufacture, carry away, and dispose of the said Mines, Layers, Seams, Beds, and Strata of Iron, Coal, Cannel, Lead, Copper, Clay, Marl, Sandstone, and other Stones, Minerals, Metals, and Substances, and pump and raise Water from or out of any Mines, and to throw any Water or Refuse flowing or arising within or upon or from or out of the said Manors, Messuages, Farms, Lands, Tenements, Springs and Streams of Water, Mines, Minerals, Metals, Stone, Hereditaments, and Premises, or any of them, or any Part or Parts thereof respectively, into or through the ordinary and accustomed Channels, Drains, and Watercourses, or any of them; and to use, exercise, and enjoy all or any of the Rights, Liberties, Privileges, Powers, Franchises, and Authorities to which the said *James Cardwell* is now lawfully entitled, of, in, to, or over, or in respect of or incident or appurtenant to the said Manors, Messuages, Farms, Lands, Tenements, Springs and Streams of Water, Mines, Minerals, Metals, Stone, Hereditaments, and Premises, or any of them, or any Part or Parts thereof respectively, in the same full, ample, and beneficial Manner, to all Intents and Purposes, and to the same Extent (but only in the same Manner and to the same Extent) as he or they or any of them might or could have done if this Act had not been passed, or the Works hereby authorized, or any of them, had not been constructed, without being in any Manner liable for any Damage or Injury that may be done or occasioned thereby, and without being in any Manner subject or liable to any of the Penalties or Forfeitures imposed by this Act or the recited Acts, or any Act incorporated herewith; and that in case it shall be found or deemed necessary or expedient to divert or remove any such Water or Refuse as aforesaid, in order to prevent the same from running or being brought into any Stream, Reservoir, Aqueduct, or other Waterworks belonging to the Local Board of Health, or to

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do any other Act in order to prevent the Water in any such Stream, Reservoir, Aqueduct, or other Waterworks from being fouled by the Use, Exercise, or Enjoyment of any of the Rights, Liberties, Privileges, Franchises, Powers, or Authorities herein-before mentioned, the same shall be diverted, removed, or done by and at the proper Costs and Charges in all respects of the said Local Board of Health.

As to the Use of Land in Wigan Lane taken from James Cardwell, Esquire, for Service Reservoir.

XII. And whereas it is proposed, under the Powers of this Act, to take the Fields Number 1 in the Borough and Parish of *Wigan*, and Numbers 1 and 2 in the Township of *Standish*, or some Portion thereof, as delineated in the said Plan, and described in the said Books of Reference, of which the said *James Cardwell* is the Owner, for the Purpose of erecting, constructing, and making therein or thereupon a Service Reservoir for the Purposes by this Act authorized, and for other Purposes herein-after in that Behalf mentioned, but the same is not intended to be used for any other Purpose: Be it therefore enacted, That the Local Board of Health shall, for ever after they shall acquire Possession thereof, use and occupy the said Fields Number 1 in the Township and Borough of *Wigan*, and Numbers 1 and 2 in the Township of *Standish* aforesaid, or such Portion thereof respectively as shall be taken as aforesaid, (such Portion extending in a direct Line drawn at Right Angles from the Turnpike Road in a direct Line to the *North Union* Railway, and being at the Northerly Extremity of the said Fields,) for the Purposes of such Service Reservoir, and shall not (without the Consent in Writing of the said *James Cardwell*, or other the Person or Persons for the Time being entitled in possession to the Estate belonging to the said *James Cardwell*, of which the said Fields Number 1 in *Wigan*, and Numbers 1 and 2 in *Standish*, now form a Part,) be used or occupied for any other Purpose whatsoever, except for the Erection of One Dwelling House, with suitable Offices to be occupied therewith, for the Use and Occupation of an Officer or Servant of the said Local Board of Health, such House and Offices to be erected at the Distance of Thirty Feet at the least from the Boundary Fence dividing the Land so taken from the adjoining Land of the said *James Cardwell*, and to be erected and maintained according to a Plan and Elevation to be submitted to and approved by the said *James Cardwell*, or other the Owner or Owners for the Time being entitled in possession to the said Estate; that the said Service Reservoir, when constructed, shall be covered with Earth, and the upper Surface with Grass Sods; the Mound created by or for the Purpose of such Service Reservoir shall not be raised more than Twenty Feet above the present Level of the Surface of the said Fields Number 1 in *Wigan*, and Numbers 1 and 2 in *Standish*; that the Sides of such Mound shall be regularly sloped to the Level of the surrounding Land; that the Sods and Grass over the said Reservoir shall

shall be from Time to Time and at all Times kept trimmed and in neat Order; that, save as aforesaid, there shall not (without such Consent as aforesaid) be erected, built, or set up within or upon the said Fields Number 1 in *Wigan*, and Numbers 1 and 2 in *Standish*, or any Part thereof respectively, any House, Warehouse, Engine House, Engine Chimney, or other Erection or Building whatsoever, or any Steam Engine or Machinery, except the Arches, Pipes, and other Works necessary for the Construction, Maintenance, and Use of the said Service Reservoir; that such Portion of the said Fields Number 1 in the said Borough and Parish of *Wigan*, and Numbers 1 and 2 in *Standish* respectively, as shall be taken for the Purposes of this Act, shall not (without such Consent as aforesaid) at any Time or Times hereafter be used or occupied as a Place of Public Resort for any Purpose whatsoever; and that the Local Board of Health shall make, and for ever after maintain and keep in good Order and Condition, upon and along the whole of the South-easterly Side of such Portion of the said Fields Number 1 in *Wigan*, and Numbers 1 and 2 in *Standish* respectively, so to be taken as aforesaid, from the Turnpike Road to the *North Union* Railway, a Fence, in order to separate and divide the said Fields Number 1 in *Wigan*, and Numbers 1 and 2 in *Standish*, or such Part thereof respectively as shall be taken as aforesaid from the adjoining Land of the said *James Cardwell*, and that such Fence shall be composed of Bricks or Stone set in good Lime Mortar, and properly coped with Stone, and shall be of the Height of Six Feet, and of the Thickness of Nine Inches at the least.

For protecting the Lands of Penson's Trustees within the Watershed.

XIII. And whereas *Arthur Heron* and *Henry Whitaker*, both of *Wigan* in the County of *Lancaster*, Esquires, Trustees named in and appointed by an Act of Parliament made and passed in the Tenth Year of the Reign of Her Majesty Queen *Victoria*, intituled *An Act for enabling Leases, Sales, Exchanges, and Partitions to be made of certain Estates in the County Palatine of* Lancaster, *heretofore belonging to* John Penson *and* Molly *his Wife*, are or claim to be seised of or entitled to certain Messuages, Farms, Lands, Tenements, Springs and Streams of Water, Mines, Minerals, Metals, Stone, Hereditaments, and Premises, situate in the Township of *Coppull* aforesaid, and in respect of such Seisin and Title they are or claim to be entitled to erect, build, and construct any Messuages, Dwelling Houses, Manufactories, and other Erections, Buildings, Steam Engines, Mill Gearing, Machinery, and other Works within or upon the said Messuages, Farms, Lands, Springs, Streams, Hereditaments, and Premises, or any of them, or any Part or Parts thereof respectively, and to use, occupy, and enjoy the same for domestic, public, commercial, manufacturing, and all and every other Purposes or Purpose whatsoever; and to have, impound, use, and take all or any of the Water flowing or arising, or which

which shall hereafter flow or arise, through, within, or upon the said Messuages, Farms, Lands, Springs, Streams, Hereditaments, and Premises, or any Part or Parts thereof, subject nevertheless to the legal Obligation of returning all surplus Water after User as aforesaid, in such Manner as that the same may flow into *Buckow* or *Adlington Brook* at some Point above the Works hereby authorized; and also to open all or any Mines, Layers, Seams, Beds, and Strata of Iron, Coal, Cannel, Lead, Copper, Clay, Marl, Sandstone, and other Stones, Minerals, Metals, and Substances, which have been or shall at any Time or Times hereafter be found or discovered within or under or upon the said Messuages, Farms, Lands, Springs, Streams, Hereditaments, and Premises, or any of them, or any Part or Parts thereof respectively; and to sink, dig, search, bore, and try for, and win, work, drain, and unwater, raise, strip, take, get, burn, smelt, manufacture, use, carry away, and dispose of all such Iron, Coal, Cannel, Lead, Copper, Clay, Marl, Sandstone, and other Stones, Minerals, Metals, and Substances, and also all such Iron, Coal, Cannel, Lead, Copper, Clay, Marl, Sandstone, and other Stones, Minerals, Metals, and Substances, as may be won, gotten, brought, or imported in, from, or out of any Lands adjoining or lying near thereto; and for the Purposes aforesaid, from Time to Time to dig, sink, make, and work such Pits, Grooves, Shafts, Tunnels, Adits, Levels, Cutwinds, Drifts, Trenches, Cuts, Canals, Sluices, Waygates, Watergates, Watercourses, and other Works, and to make, erect, construct, set up, and work such Furnaces, Brick-kilns, Tile-kilns, Fire Engines, Steam Engines, Windmills, Watermills, and other Mills, Gins and other Engines and Machinery, Collieries, and other Works or Contrivances of any Description whatsoever, whether of present Use or future Invention, as shall be deemed necessary or convenient for finding, discovering, opening, draining, unwatering, winning, working, procuring, or conveying, burning, smelting, or manufacturing the said Ironstone, Coals, Cannel, Lead, Copper, Clay, Marl, Sandstone, and other Stones, Minerals, Metals, and Substances, or any of them, or any Part or Parts thereof respectively, and for making, burning, and manufacturing Coke, Bricks, and Tiles, as well for Sale as for the Use of any such Furnaces and Works or otherwise, and for turning, bringing, and carrying Water for working and carrying on any such Steam Engines, Machinery, or other Works, and for avoiding and carrying away Water, foul Air, and Stench from and out of the said Mines and Works respectively; and also to pump and raise to the Surface any Water which shall be discovered or which shall flow or arise in opening or working the said Ironstone, Coals, Cannel, Lead, Copper, Clay, Marl, Sandstone, and other Stones, Minerals, Metals, and Substances, or any of them, or any Part or Parts thereof respectively, and to discharge, throw, or turn the Water which shall be so raised, and also the Water of any Sink, Sewer, or Drain, or of any Steam Engine or Boiler, or any other Water or Refuse flowing or arising within or upon the said

said Messuages, Farms, Lands, Mines, Minerals, Springs, Streams, Hereditaments, and Premises, into or through the ordinary and accustomed Channels, Drains, and Watercourses, or any of them: Be it therefore enacted, That nothing contained in this Act or the said recited Acts, or any Act incorporated herewith, and that no Lapse or Effluxion of Time, shall in any Manner alter, abridge, injure, prejudice, lessen, impede, or otherwise affect any Estate, Right, Title, or Interest, or any of the Rights, Liberties, Privileges, Immunities, Powers, Franchises, or Authorities of the said *Arthur Heron* and *Henry Whitaker*, their Heirs or Assigns, or other the Owner or Owners for the Time being of the said Messuages, Farms, Lands, Tenements, Springs and Streams of Water, Mines, Minerals, Metals, Stone, Hereditaments, and Premises, or any of them, or any Part or Parts thereof respectively, of, in, to, or over, or in respect of or incident or appurtenant to the said Messuages, Farms, Lands, Tenements, Springs and Streams of Water, Mines, Minerals, Metals, Stone, Hereditaments, and Premises, or any of them, or any Part or Parts thereof respectively; but that, notwithstanding anything in this or the recited Acts or any Act incorporated herewith contained, or any Lapse or Effluxion of Time, the said *Arthur Heron* and *Henry Whitaker*, their Heirs and Assigns, and other the Owner and Owners for the Time being entitled as aforesaid, and his, their, or any of their Lessees, Tenants, and all other Persons claiming under or through them, or either or any of them, and any other Person or Persons by their or any of their Authority or Permission, and every or any of them, shall and may from Time to Time, and at all or any Time or Times hereafter, have, use, occupy, possess, and enjoy the said Messuages, Farms, Lands, Tenements, Springs, Streams, Mines, Minerals, Metals, Stone, Hereditaments, and Premises, and to search for, open, drain, work, get, raise, manufacture, carry away, and dispose of the said Mines, Layers, Seams, Beds, and Strata of Iron, Coal, Cannel, Lead, Copper, Clay, Marl, Sandstone, and other Stones, Minerals, Metals, and Substances, and pump and raise Water from or out of any Mines, and to throw any Water or Refuse flowing or arising within or upon or from or out of the said Messuages, Farms, Lands, Tenements, Springs and Streams of Water, Mines, Minerals, Metals, Stone, Hereditaments, and Premises, or any of them, or any Part or Parts thereof respectively, into or through the ordinary and accustomed Channels, Drains, and Watercourses, or any of them; and to use, exercise, and enjoy all or any of the Rights, Liberties, Privileges, Powers, Franchises, and Authorities to which the said *Arthur Heron* and *Henry Whitaker* are now lawfully entitled, of, in, to, or over, or in respect of or incident or appurtenant to the said Messuages, Farms, Lands, Tenements, Springs and Streams of Water, Mines, Minerals, Metals, Stone, Hereditaments, and Premises, or any of them, or any Part or Parts thereof respectively, in the same full, ample, and beneficial Manner, to all Intents and Purposes, and to the same Extent (but only in the

same

same Manner and to the same Extent) as they or any of them might or could have done if this Act had not been passed, or the Works hereby authorized, or any of them, had not been constructed, without being in any Manner liable for any Damage or Injury that may be done or occasioned thereby, and without being in any Manner subject or liable to any of the Penalties or Forfeitures imposed by this Act or the recited Acts, or any Act incorporated herewith; and that in case it shall be found or deemed necessary or expedient to divert or remove any such Water or Refuse as aforesaid, in order to prevent the same from running or being brought into any Stream, Reservoir, Aqueduct, or other Waterworks belonging to the Local Board of Health, or to do any other Act in order to prevent the Water in any such Stream, Reservoir, Aqueduct, or other Waterworks from being fouled by the Use, Exercise, or Enjoyment of any of the Rights, Liberties, Privileges, Franchises, Powers, or Authorities herein-before mentioned, the same shall be diverted, removed, or done by and at the proper Costs and Charges in all respects of the said Local Board of Health.

Power to deviate from Plans in certain Cases.

XIV. That, subject to the Restrictions in the said incorporated Acts contained, it shall be lawful for the Local Board of Health, in making the Works by this Act authorized, where Limits of Deviation are marked on the said Plans, to deviate from the said Lines delineated on the said Plans so deposited with the said Clerk of the Peace, to the Extent of the Limits of Deviation marked on the said Plans.

For Protection of Mill-owners on the River Douglas, and the Proprietors of the Canal Navigation from Leeds to Liverpool, the Local Board of Health to construct a Reservoir.

XV. And whereas *Charles Standish* Esquire is or claims to be the Owner of the *Worthington* Paper Mills and *Jolly* Corn Mill; and the Right Honourable the Earl of *Crawford and Balcarres*, Baron *Wigan*, is or claims to be the Owner of *Brock Mill* Forge and *Leyland Mill* Foundry; and the said *Charles Scarisbrick* Esquire is or claims to be Owner of *Sutton Mill*, and of extensive Property fronting to and Water Rights within and upon the River *Douglas* and Canal Goit; and the said *James Cardwell* Esquire is or claims to be the Owner of considerable Property fronting to and Water Rights within and upon such River; and Mr. *Richard Ranson*, Messrs. *John Woodcock* and *Henry Woodcock*, Messrs. *Richard* and *Thomas Hodson Eccles*, Mr. *John Acton*, Mr. *William Johnson*, and Mr. *William Whitacre Tipping*, are or claim to be Owners of Cotton Mills and Factories within the Borough of *Wigan*, near to the Banks of the River *Douglas*; and Mr. *Thomas Bonser Crompton* is or claims to be Lessee of *Worthington* Paper Mills; and Mr. *William Irlam* is or claims to be Lessee of *Jolly* Mill; and the *Haigh* Foundry Company are or claim to be Lessees of *Brock Mill* Forge and *Leyland Mill* Foundry; and divers other Persons are or claim to be Owners, Lessees, or Occupiers of Lands, Mills, and other Works upon or adjoining

adjoining the River *Douglas*, and to be entitled to certain Water Rights therein: And whereas these Persons have been and are in the Enjoyment, for the Purposes of those Mills and other Properties, of Water flowing into the River *Douglas*, and claim to be entitled to such Enjoyment: And whereas the Company of Proprietors of the Canal Navigation from *Leeds* to *Liverpool*, herein-after called the *Leeds and Liverpool* Canal Company, are the Owners of a Mill on the said River *Douglas*, called *Scholes Mill*, and are or claim to be entitled to take Water from the said River *Douglas* into their Canal, by Feeders or otherwise, for the Purposes of supplying their Navigation with Water: And whereas the said Persons, Owners, and Lessees aforesaid, and the said *Leeds and Liverpool* Canal Company, allege that the Supply of Water to and for Use at and for the said Mills, Forge, Foundry, Factories, and Canal Navigation would be interfered with, to their Prejudice, by the Execution of the Works by this Act authorized; and they require, and it is just, that due Provision be made for the Continuance of such Supply: Be it therefore enacted, That the Local Board of Health shall and they are hereby required to make and provide, in or near to *Adlington Park* in *Adlington* in the said County of *Lancaster*, and at or near to the Site of such Reservoir as shown on the Plans and Sections deposited by the Local Board of Health with the Clerk of the Peace for the said County of *Lancaster*, a Reservoir sufficient at all Times to contain One hundred and fifty millions of Gallons of Water, and shall provide and furnish the said Reservoir with proper and sufficient Gauges, Works, and Conveniences; and shall for ever repair, maintain, and keep Water-tight, and in all other respects in good Order and Condition, such Reservoir, Gauges, Works, and Conveniences, and shall for ever maintain such Reservoir of such Water Capacity.

Saving to the Earl of Crawford his Rights of Drainage.

XVI. Whereas the said *James* Earl of *Crawford and Balcarres* is or claims to be now seised of or entitled to certain Mines and Minerals lying under certain Lands situate on both Sides of the said Brook called the *Buckow Brook*, otherwise called the *Adlington Brook*, and also under and on both Sides of the River *Douglas*, and situate in the Townships of *Adlington*, *Worthington*, *Blackrod*, and *Haigh*, all in the County of *Lancaster*, and is or claims to be entitled to work the same Mines, and get therefrom Coal, Cannel, and other Minerals, and to make and manufacture on the said Lands Coke and other Matters and Things, and to discharge into the said Brook all Waters which may flow, or be pumped, raised, or discharged, from any present or future Shafts, Culverts, Tunnels, or Workings of the said Mines, and from all Surface Drains which may at any Time be necessary or useful for the convenient working of the said Mines, and getting the said Coal and Cannel, and making and manufacturing the said Coke, Matters, and Things: Be it enacted, That nothing contained in this Act,

Act, or in any Act incorporated herewith, and that no Possession, Act, User, or Enjoyment had, done, or made under or by the Authority of this Act, or any Act incorporated herewith, shall abridge, impede, lessen, or affect the Rights of the said Earl, his Heirs and Assigns, and the Owners for the Time being of the said Mines and Minerals, and his and their respective Lessees, Tenants, and all other Persons claiming under him or them, of working the said Mines, getting Coal, Cannel, and other Minerals therefrom, and making and manufacturing the said Coke, Matters, and Things, and turning, discharging, or permitting to flow into the said Brook the said Waters, or any of them, in the same Manner and to the same Extent only as he and they would have been entitled if this Act had not passed.

Tunnel for Diversion of River Douglas to be of a certain Form and Diameter.

XVII. And whereas, under the Powers conferred by this Act, the River *Douglas*, flowing adjacent to certain Lands and Mines of and belonging to the said Earl of *Crawford and Balcarres*, situate in the Townships of *Adlington*, *Blackrod*, *Worthington*, and *Haigh*, in the said County of *Lancaster*, is to be changed in its Course, and conveyed by means of a Tunnel under a Hill in the said Township of *Haigh*, which Tunnel passes in its whole Length through the Property of the said Earl, and the greater Portion of a Reservoir is to be placed on Land belonging to the said Earl, situate in the said Township of *Haigh* aforesaid, under the entire Area of and also adjacent to the proposed Site of which Reservoir and Tunnel exist, or are alleged to exist, Coal Strata and Minerals of great Value belonging to the said Earl: Be it enacted, That the said Tunnel shall be made of a cylindrical Form, and shall possess an internal Diameter of Eighteen Feet; and for the due Protection of the said Earl, his Heirs and Assigns, and other the Owners for the Time being of the said Lands, Mines, and Minerals, the said Tunnel and Reservoir shall in all respects be constructed and thenceforth maintained to the reasonable Satisfaction of such Engineer, Surveyor, or other competent Person, as the said Earl, his Heirs or Assigns, or other such Owner for the Time being as aforesaid, shall appoint or approve of; and that the Local Board of Health shall at all Times during and after the Construction, and during the Maintenance and Use of such Tunnel and Reservoir, be liable to make Compensation to the said Earl, his Heirs and Assigns, and other the Owners for the Time being as aforesaid, for all immediate and consequential Damage occasioned to the said Mines and Minerals of the said Earl, his Heirs and Assigns, or other such Owners as aforesaid, or to the Works, Engines, and Machinery used in, about, or relating to the working the same, by or in consequence of the Construction, Maintenance, or Use of the said Tunnel, Reservoir, or other Works constructed, or Acts done, under the Authority of this Act, such Compensation to be recovered under the Provisions of "The

Compensation for Damage to be made to the Earl of Crawford.

Lands Clauses Consolidation Act, 1845," for making Compensation for Lands taken or injuriously affected.

Coal and Cannel under Sites of Reservoir and Tunnel, and Areas of 30 Yards round, to be paid for by the Local Board.

XVIII. And whereas the said Earl is or claims to be the Owner of all the Mines of Coal, Cannel, and other Minerals under the Lands which, according to the said Plans deposited with the Clerk of the Peace for the County of *Lancaster*, are to be the Sites of the said intended Reservoir and Tunnel respectively, and under the Lands on every Side of the same Sites respectively: Be it therefore enacted, That when and so soon as, and from Time to Time and as often as the said Earl, his Heirs or Assigns, or other the Owner or Owners for the Time being of the said Mines, or any of them, shall, in working or in preparing to work the said Mines, or any of them, have made or driven any Levels, Drifts, or other Workings in any Stratum at a Depth not greater than One hundred Yards below the Surface of the Site of the said Reservoir, or in any Stratum at any Depth whatever below the Surface of the Site of the said Tunnel to or within a Distance of Thirty Yards of a perpendicular Line downwards from any Side or Part of the said Sites respectively, the said Local Board of Health shall from Time to Time, within Twenty-one Days after being required so to do by the said Earl, his Heirs or Assigns, or other the said Owner or Owners for the Time being of the said Mines, by Notice in Writing under his or their Hands respectively, such Notice being served on the Clerk of the said Local Board, or left at the Office of the said Local Board, make Compensation and pay to the said Earl, his Heirs and Assigns, or other the said Owner or Owners, for so much of the said Coal, Cannel, and other Minerals of the said Mines, lying not deeper than One hundred Yards from the Surface under the Site of the said Reservoir, and under all Lands within an Area of Thirty Yards all round the same Site, and make Compensation and pay to the said Earl, his Heirs or Assigns, or other the said Owner or Owners for the Time being, for all the Coal, Cannel, and other Minerals at whatever Depth under the Site of the said Tunnel, and under all Lands within an Area of Thirty Yards all round the same Site; and that such Payments and Compensations respectively shall, as to each successive Stratum of Coal and Cannel and other Minerals, be ascertained and recovered when and so soon as each of such Strata shall be so as aforesaid driven into or worked within the said Distance of Thirty Yards of a perpendicular Line downwards from any Side or Part of the Sites of the said Tunnel and Reservoir respectively; and such Payments and Compensations respectively shall from Time to Time be so ascertained and recovered in manner provided by "The Lands Clauses Consolidation Act, 1845," with respect to Compensation for Lands taken or injuriously affected: Provided always, that, notwithstanding such Payments and Compensations, it shall be lawful for the said Earl, his Heirs and Assigns, and

and other the said Owner or Owners for the Time being, to make and drive, and for ever after maintain, under and through the Strata beneath the Sites of the said Reservoir and Tunnel respectively and the said Areas respectively, any Drifts or Levels, with suitable and proper Openings thereout, such Drifts or Levels not to be of a greater Width respectively than Six Feet, nor shall the same nor the said Openings be cut or made upon or under any Part of the said Works so as to injure the same, and to use the same Drifts or Levels for ever thereafter for Airways, Waterways, and Passages to and from the Mines or Workings being respectively under Lands on each Side of the said Sites and Areas respectively.

The Earl of Crawford's Rights of boating on Reservoir, and angling therein.

XIX. Provided always, That, notwithstanding anything contained in this Act, or any Act incorporated herewith, or of anything which shall be done in exercise of the Powers herein contained, it shall and may be lawful to and for the said *James* Earl of *Crawford and Balcarres*, his Heirs and Assigns, and the Owners and Occupiers for the Time being of *Haigh Hall*, by themselves respectively, and with their respective Friends, from Time to Time, and at any Time or Times hereafter, to keep and use a Pleasure Boat, and to angle and sport in, over, and upon all or any Part of the proposed Impounding Reservoir by this Act authorized, which shall be constructed within or upon any of the Lands, Streams, or Hereditaments of which the said Earl is now the Owner, and to construct a Boathouse or Shed thereupon; but so, nevertheless, that neither the said Earl, his Heirs or Assigns, or other the Owners or Occupiers for the Time being of *Haigh Hall*, shall be allowed to send any Dog or other Animal to hunt or retrieve Game, or to do any other Act whereby the Water in the said Reservoir shall be fouled.

For Protection of Henry Woods, Esq. and the Larches Estate.

XX. And whereas *Henry Woods* Esquire is or claims to be the Owner of an Estate, situate in the said Borough of *Wigan*, called The *Larches*; and the Lines or Limits of Deviation shown on the said deposited Plans, Sections, and Book of Reference embrace Parts of that Estate, and also certain Lands lying near to the Northern Boundary thereof; and it is alleged by the said *Henry Woods* that the taking or using any Part of the said Estate called The *Larches* for the Purposes of the said Works, and that the Construction of the Buildings and Works referred to on the said Plans as "The proposed Engine House and Settling Well," or any other Buildings or Works of a similar Description, or of an offensive or disagreeable Nature, in or upon any Part of the Lands on the Easterly Side of the Turnpike Road leading from *Wigan* to *Preston*, which are within Two hundred and forty Yards of the said Northern Boundary of the said Estate called The *Larches*, would be an Injury and Annoyance to the said *Henry Woods*, and the Owners and Occupiers for the Time being of the

the said Estate called The *Larches*: Be it therefore enacted, That, notwithstanding the Powers given by this Act and the said incorporated Acts, it shall not be lawful for the said Local Board of Health to take or use any Part of the said Estate called The *Larches*, or to construct the said Engine House and Settling Well, or any other Building or Work of a similar Description, or any Buildings or Works which shall be offensive or disagreeable to the said *Henry Woods*, his Heirs or Assigns, or the Owners for Time being of the said Estate called The *Larches*, or any Part thereof, or which shall constitute an offensive or disagreeable Object in the View from the *Larches* Estate, or any Houses or Buildings which now are or hereafter shall be erected thereon in any Part of the Lands situated on the Easterly Side of the said Turnpike Road, which are within the Distance of Two hundred and forty Yards of the said Northern Boundary of the said Estate called The *Larches*, nor to make any Road or Way to any Engine House or Settling Well within Thirty-five Yards from the said Northern Boundary of the said Estate called The *Larches*, on the Easterly Side of the said Turnpike Road, without the previous Consent in Writing of the said *Henry Woods*, his Heirs or Assigns, or the Owner for the Time being of the said Estate called The *Larches*.

For the Protection of the Leeds and Liverpool Canal.

XXI. That before the said Local Board of Health shall be entitled at any Time to supply Water to the Inhabitants of *Wigan* from and out of the Reservoir to be constructed under and by virtue of the Powers of this Act, they shall discharge, and for ever hereafter continue to discharge, from and out of the said Reservoir, into the Stream of the River *Douglas*, in the Manner herein-after mentioned, a Quantity of Water, after the Rate of Five hundred and fifty-five Gallons *per* Minute constantly, such Quantity to be ascertained by means of a Gauge or Gauges of suitable Materials, through or over which the said Water shall at all Times flow, such Gauge or Gauges to be constructed and ever afterwards maintained at the Expense of the said Local Board of Health; and such Gauge or Gauges to be open at all Times to the Inspection of all and every the Engineer or Officers of the said *Leeds and Liverpool* Canal Company: Provided always, that if, on Inspection, the Supply of Water herein-before required to be supplied should be diminished to a less Quantity than Five hundred and fifty-five Gallons *per* Minute constantly, if there shall be in the said Reservoir a sufficient Quantity of Water to afford such Supply, it shall and may be lawful for the Engineer of the said *Leeds and Liverpool* Canal Company, and he is hereby empowered, by himself or his Agents, to draw or cause to be drawn off from the said Reservoir such Quantity of Water as may be necessary to make up the Deficiency.

XXII. Pro-

Penalty on withholding Supply of Water.

XXII. Provided always, That if from any Accident or Neglect on the Part of the said Local Board of Health or their Servants, the said Local Board of Health should be unable to furnish, or the Engineer or Officer of the said *Leeds and Liverpool* Canal Company to draw off or cause to be drawn off, such Supply of Water as last aforesaid, the said Local Board of Health shall pay to the said *Leeds and Liverpool* Canal Company, as or by way of ascertained Damages, the Sum of Ten Pounds for every Day on which such Supply of Water herein-before required to be discharged from the said Reservoir shall not be furnished as aforesaid; and in default of Payment of the said Sum, on Demand being made of the Clerk to the said Local Board of Health, the said *Leeds and Liverpool* Canal Company may sue for and recover the same, together with Costs of Suit against the said Local Board of Health, by Action of Debt or on the Case in any of Her Majesty's Courts at *Westminster*.

Water discharged from Impounding Reservoir to be carried through Worthington Paper Mills.

XXIII. And whereas the said *Thomas Bonser Crompton* is or claims to be entitled to the User of the Water passing down the said River *Douglas*, and being desirous that the herein-before mentioned Quantity of Five hundred and fifty-five Gallons of Water *per* Minute of every Day so to be discharged out of the said Reservoir as aforesaid should be discharged through a Conduit or Line of Pipes, to and for the Use of the said *Worthington* Paper Mills and Works, and thence into the River *Douglas*, and the said *Thomas Bonser Crompton* being willing to pay the Costs of and incident to the making of such Conduit, or procuring and laying down such Line of Pipes: Be it enacted, That the Local Board of Health shall make and construct a Conduit or Line of Pipes of sufficient Dimensions for the Purpose of conveying from the said Reservoir the herein-before mentioned Quantity of Five hundred and fifty-five Gallons of Water *per* Minute of every Day to the said *Worthington* Paper Mills and Works, and shall cause such last-mentioned Quantity of Water to be conveyed through such Conduit or Line of Pipes for the Use of and to pass through such Mills and Works; such Quantity of Water, after User by the said *Thomas Bonser Crompton* or other Occupier for the Time being of the last-mentioned Mills and Works, shall be discharged directly into the said River *Douglas*: Provided always, that the said *Thomas Bonser Crompton*, his Heirs or Assigns, shall pay to or reimburse the said Local Board of Health the Costs of and incident to the making and constructing such Conduit or Line of Pipes, within One Month after the same shall have been completed and used for the Conveyance of the said Water, and in default of such Payment or Reimbursement within the before-mentioned Period, the same may be recovered by the said Local Board of Health, with Costs of Suit, in any Court of competent Jurisdiction.

Local Board of Health not to impound or use any Water from River Douglas, except such as flows into such River from Seven Stars Brook.

XXIV. Provided always, That, notwithstanding anything in this Act or any Act incorporated herewith contained, it shall not be lawful for the Local Board of Health to impound or otherwise use or apply for all or any of the Purposes of this Act any Water from the River *Douglas*, except such as at the Time of the passing of this Act flows, or but for the Construction of the Works hereby authorized would have flowed or been discharged, into the said River *Douglas* from the said Stream or Brook called *Buckow Brook*, otherwise *Adlington Brook*, otherwise the *Seven Stars Brook*.

For Protection of Adlington Hall and Park and other Lands of R. C. B. Clayton, Esquire.

XXV. That, notwithstanding anything contained in this Act or in any Act incorporated herewith, it shall not, without the Consent in Writing of *Richard Clayton Browne Clayton* Esquire, or other the Owner or Owners for the Time being of the Lands and Hereditaments situate in *Adlington* and *Worthington*, of which the said *Richard Clayton Browne Clayton* is the Owner, be lawful for the Local Board of Health to enter upon or take or use, temporarily, or for any other Purpose whatsoever, any of the Lands or Grounds of the said *Richard Clayton Browne Clayton*, except such as shall be taken and purchased by the Local Board of Health under the Powers of this Act; and that, without such Consent as aforesaid, it shall not be lawful for the said Local Board of Health to make, erect, construct, or set up any Engine House, Engine Chimney, Steam Engine, Machinery, or other Works, save and except the Impounding Reservoir, with the necessary Embankments, Bye Washes, Filter Beds, and Works connected with such Reservoir and Filter Beds, and save and except the Tunnel proposed to be constructed for diverting the Course of the River *Douglas*, or to erect, make, or construct any Works whatsoever, except the Bridge and Fences herein-after mentioned, which shall rise to or be of greater Height or Elevation than Two hundred and twenty Feet above the Datum Line, as delineated and shown in the said Section deposited with the Clerk of the Peace, within or upon any of the Lands taken or purchased by the said Local Board of Health from the said *Richard Clayton Browne Clayton*, or construct any Work or Erection above the aforesaid Elevation which shall constitute an offensive or disagreeable Object in the View from *Adlington Hall* or *Park*; that the Sides of all Embankments which shall be made within any Lands or Grounds taken or purchased from the said *Richard Clayton Browne Clayton* shall be regularly and gradually sloped to the Level of the Land at the Outside of such Embankments, the Inclination of which Slopes shall not exceed One Foot perpendicular for Twenty Feet horizontal; and that all such Slopes and Embankments, except where the same shall be used as a Cart or Carriage Road, shall be sown with Grass Seeds, and kept regularly grassed over.

XXVI. The

Accommodation Works to be constructed for R. C. B. Clayton, Esquire, as herein specified.

XXVI. The Local Board of Health shall make and construct, and for ever hereafter maintain and keep in good Order, Repair, and Condition, the Works following, for making good the Interruption caused to the Lands and Hereditaments adjoining or near to the Waterworks of which the said *Richard Clayton Browne Clayton* is the Owner, or otherwise, for the Accommodation of such Lands; that is to say,

They shall make and construct, and for ever afterwards maintain in good Order, Repair, and Condition, a good and substantial Bridge, with suitable Approaches, for the Purpose of forming a Communication between the Lands of the said *Richard Clayton Browne Clayton*, which will be severed by the Reservoir and other Works by this Act authorized, across the Reservoir proposed to be made within the Lands of the said *Richard Clayton Browne Clayton*, at some convenient Point near where the Road Number 30, in the Township of *Worthington*, crosses the *Seven Stars Brook*, to be selected by the said *Richard Clayton Browne Clayton*, his Heirs or Assigns, or other the Person or Persons for the Time being entitled in possession to *Adlington Park*, and that such Bridge shall be of ornamental and handsome Design and Construction, and such as to be suitable for a Carriage Approach to *Adlington Hall*:

That the Local Board of Health shall make and construct good and substantial Fences, in order to separate and divide the Land which shall be taken and purchased from the said *Richard Clayton Browne Clayton*, for the Purposes by this Act authorized, from the Residue of the Land of which the said *Richard Clayton Browne Clayton* is now the Owner; and such Fences shall be composed of Iron Rods or Wires, with Iron Stays and Supports, and shall be of neat and light Construction, and suitable for a Park Fence; and shall and will from Time to Time and at all Times hereafter maintain and keep such Fences in good and substantial Order and Repair, and properly painted, when and as often as Need or Occasion shall require:

Before any Water shall be impounded in the Impounding Reservoir by this Act authorized, the Local Board of Health shall make and construct, and for ever afterwards maintain and keep in good Order, Repair, and Condition, a good and substantial Main Drain upon and along such Part of each Side of the said Reservoir, and of such Dimensions, and at such Level, and with such Outlets as will enable the said *Richard Clayton Browne Clayton*, his Heirs and Assigns, and other the Owner or Owners for the Time being of his Lands and Hereditaments in the Townships of *Adlington* and *Worthington*, well and effectually to drain their said Lands and Hereditaments; and it shall be lawful for the said *Richard Clayton*

Clayton Browne Clayton, his Heirs and Assigns, and other the Owner or Owners for the Time being of his said Lands and Hereditaments, from Time to Time and at any Time or Times hereafter, after Ten Days previous Notice in Writing to the said Local Board, to lay any Drain or Drains into, and form any Communication or Communications with the said Main Drains, or either of them, and, so far as may be necessary or expedient for that Purpose, to enter upon the Lands and Hereditaments of the said Local Board of Health, or any Part or Parts thereof:

The Local Board of Health shall make and construct, and for ever afterwards maintain and keep maintained and supplied with Water, Three several suitable and properly constructed Watering Places for Cattle, in convenient Situations within *Adlington Park*, and Four other Watering Places for Cattle, of the like Description, conveniently situated within and for the Purpose of supplying the several Fields in the Township of *Worthington*, respectively numbered 19, 25, 26, 29, and 31, as delineated on the said Plans, of which the said *Richard Clayton Browne Clayton* is the Owner.

Local Board to prevent Percolation of Water into adjoining Quarries.

XXVII. That the Local Board of Health shall, by means of Puddling or other Works, well and effectually prevent any Water from the Impounding Reservoir hereby authorized from percolating or flowing into any Veins or Seams of Stones or other Metal belonging to the said *Richard Clayton Browne Clayton*; and that if any Water shall so percolate or flow into such Veins or Seams, or any of them, or into any Mines or Quarries opened or driven for the Purpose of working the same, the Local Board of Health shall from Time to Time make full Compensation to the Owner or Owners for the Time being of such Veins or Seams, Mines or Quarries, for all Damages, Injury, or Loss which shall be done, occasioned, or sustained thereby, or by reason thereof.

Power to R. C. B. Clayton, Esq. to keep a Pleasure Boat, &c. on Reservoir.

XXVIII. Provided always, That, notwithstanding anything contained in this Act or any Act incorporated therewith, or of anything which shall be done in exercise of the Powers herein contained, it shall and may be lawful to and for the said *Richard Clayton Browne Clayton*, his Heirs and Assigns, and the Owners and Occupiers for the Time being of *Adlington Hall*, by themselves respectively, and with their respective Friends, from Time to Time and at any Time or Times hereafter, to keep and use a Pleasure Boat, and to angle and sport in, over, and upon all or any Part of the proposed Impounding Reservoir by this Act authorized, which shall be constructed within or upon any of the Lands, Streams, or Hereditaments of which the said *Richard Clayton Browne Clayton* is now the Owner,

and

and to construct a Boathouse or Shed thereupon; but so, nevertheless, that neither the said *Richard Clayton Browne Clayton*, his Heirs or Assigns, or other the Owner or Occupier for the Time being of *Adlington Hall*, shall be allowed to send any Dog or other Animal to hunt or retrieve Game, or to do any other Act whereby the Water in the said Reservoir shall be fouled.

Power to Owners and Occupiers of Mills, &c. and Leeds and Liverpool Canal Company, to have Access to Reservoir.

XXIX. That it shall and may be lawful for the respective Owners and Occupiers for the Time being of Mills, Lands, and Works upon and adjoining the River *Douglas* below the Impounding Reservoir, to have Access at all Times, by themselves, their Agents and Servants, to the said Weirs and Gauges, for the Purpose of measuring and gauging the Quantity of Water from Time to Time passing through or over the same; and the Local Board of Health shall at all Times provide a proper Person, at their own Expense, to attend to and regulate the letting out of Water from the said Reservoir.

Penalty for Failure of Discharge of Compensation Water.

XXX. That in case of any Failure, Neglect, or Default, by or in consequence of which the Quantity of Water hereby required to flow or be discharged over or through the said Weirs or Gauges shall not so flow or be discharged, the Local Board of Health shall, for and during every Day on which such Failure or Neglect or Default shall occur, forfeit and pay, by way of Penalties, to the Occupiers of the said Mills and Works, and of each of them, who shall have actually received or sustained Damage or incurred Loss by reason of such Failure, Neglect, or Default as aforesaid, and who may sue for and recover the same, the Sum of Ten Pounds, together with the Amount of Damage or Loss which shall be proved to have been sustained by such Occupiers, in any Court of competent Jurisdiction.

Saving Rights of the Leeds and Liverpool Canal Company.

XXXI. That nothing in this Act contained shall be construed to extinguish, abridge, interrupt, affect, prejudice, or alter in any Manner whatsoever any Rights, Claims, Powers, Privileges, or Authorities which before the passing of this Act the said Company of Proprietors of the Canal Navigation from *Leeds* to *Liverpool* had, possessed, or enjoyed, or might lawfully have, possess, or enjoy, to the Use of the Waters of the Rivers, Streams, Brooks, and Springs shown in the said Plans and Sections, except so far as is provided and declared in and by this Act; but all such Claims, Rights, Powers, Privileges, and Authorities shall extend to and be deemed and construed to extend to the said Stream of Water to be discharged into the said River *Douglas*, from and out of the said Reservoir as aforesaid, the same as if this Act had not passed,

Certain Works to be executed under Superintendence of Engineers of North Union and Manchester and Southport Railways.

XXXII. And whereas the Cuts or Channels of Communication and Pipe Tracts by this Act authorized are proposed to be carried under the Line of the *North Union* Railway in the Parish of *Wigan*, which Portion of the *North Union* Railway is now maintained and worked by the *London and North-western* Railway Company, and under and over the Line of the *Manchester and Southport* Railway, and it is expedient to provide against any Injury being occasioned to the said Railways, or any Interruption to the Traffic thereon: Be it therefore enacted, That the Works by this Act authorized to be made upon or over the Lands and Hereditaments of the *North Union* and *Manchester and Southport* Railway Companies respectively shall be executed under the Superintendence and to the reasonable Satisfaction of the Engineers for the Time being of the *London and North-western* and *Manchester and Southport* Railway Companies respectively, and so as not in any way to interfere with or endanger the Security of the said Railways respectively, or to interrupt or affect the Traffic or Business thereof; and it shall be lawful for the *London and North-western* and *Manchester and Southport* Railway Companies respectively to require all such reasonable Precautions to be taken by the Local Board of Health for the Borough of *Wigan* as shall be necessary for the Purposes aforesaid, and such Works shall be constructed by the said Local Board of Health, and at their Expense, and shall be for ever thereafter maintained by them, to the Satisfaction of the Engineers for the Time being of the *London and North-western* and *Manchester and Southport* Railway Companies respectively.

Railway Companies may require Precautions to be taken.

Local Board of Health not to take any Land belonging to Railway Companies without Consent, &c.

XXXIII. That nothing in this Act contained shall, without the Consent in Writing of the said *London and North-western* and *Manchester and Southport* Railway Companies respectively, authorize the said Local Board of Health for the Borough of *Wigan*, or any other Person or Persons, for the Purposes of or in execution of this Act, in any Manner, either permanently or temporarily, to enter upon, take, or use any of the Land or Property of the Proprietors of the *North Union* Railway, or of the *London and North-western* or *Manchester and Southport* Railway Companies respectively, or in any Manner to interfere with the said *North Union* Railway or the said *Manchester and Southport* Railway, save only for the Purpose of constructing and maintaining the said Cuts or Channels of Communication and Pipe Tracks under the same, in manner and subject to the Restrictions in this Act mentioned.

Saving Rights of the Railway Companies.

XXXIV. That this Act, or anything herein contained, shall not take away, alter, lessen, or prejudice any of the Rights and Authorities now vested in the *North Union*, *London and North-western*, and *Manchester and Southport* Railway Companies respectively; but all

all such Rights and Authorities respectively may be had, exercised, and enjoyed as if this Act had not passed.

Period within which Works are to be completed.

XXXV. That the said Main Pipes, Reservoirs, and other Works 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 said Local Board of Health for laying down such Main Pipes, and for constructing Reservoirs and executing such Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Main Pipes, Reservoirs, and other Works as shall then be completed: Provided always, that nothing in this Act contained shall extend or be construed to extend so as to restrain the Local Board of Health from extending their Mains and Pipes from Time to Time whenever it shall be necessary for the Purpose of supplying the Inhabitants within the Limits of this Act with Water.

Period for compulsory Purchase of Lands limited.

XXXVI. That the Powers of the Local Board of Health for the compulsory Purchase of Lands for the Purpose of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

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

XXXVII. That the said Local Board of Health 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 said Local Board of Health 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 annual Rates herein-after specified; that is to say,

Where the annual Value of such House shall not amount to Ten Pounds, at a Rate *per Centum per Annum* not exceeding Seven Pounds Ten Shillings upon the annual Value thereof:

Where the annual Value of such Dwelling House shall be Ten Pounds and under Twenty Pounds, at a Rate *per Centum per Annum* not exceeding Seven Pounds upon the annual Value thereof:

Where the annual Value of such Dwelling House shall be Twenty Pounds and under Forty Pounds, at a Rate *per Centum per Annum* not exceeding Six Pounds Ten Shillings upon the annual Value thereof:

Where the annual Value of such Dwelling House shall be Forty Pounds and upwards, at a Rate *per Centum per Annum*

Annum not exceeding Six Pounds upon the annual Value thereof.

Rates to be paid if there is a Watercloset, &c.

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

Where the annual Value of such Dwelling House shall not amount to Ten Pounds *per Annum*, the Sum of Four Shillings for each such Watercloset, and Four Shillings for each such Bath:

Where the annual Value of such Dwelling House shall be Ten Pounds and under Twenty Pounds, the Sum of Six Shillings for One Watercloset, and for a Second Watercloset the Sum of Five Shillings, and for every additional Watercloset the Sum of Four Shillings:

Where the annual Value of such Dwelling House shall be Twenty Pounds and under Forty Pounds, the Sum of Eight Shillings for One Watercloset, and for a Second Watercloset the Sum of Six Shillings, and for each additional Watercloset the Sum of Four Shillings:

Where the annual Value of such Dwelling House shall be Forty Pounds and upwards, the Sum of Ten Shillings for One Watercloset, and for a Second Watercloset the Sum of Seven Shillings, and for each additional Watercloset the Sum of Five Shillings:

If there be a Bath or Baths in such Dwelling House, then the said Local Board of Health shall be bound, if required, to supply the same with Water at Rates not exceeding those which the said Local Board of Health shall be entitled to demand and receive with respect to a Watercloset or Waterclosets: Provided always, that the said Local Board of Health 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 of the said Local Board of Health, and the Return of foul Air and other noisome or impure Matter into the Mains or other Pipes belonging to or connected with the Mains or any Pipes of the said Local Board of Health.

What shall be deemed domestic Purposes.

XXXVIII. That a Supply of Water for domestic Purposes shall not include a Supply of Water for Railway Purposes or for Public Baths, Washing for Hire, or public Purposes; or for any Steam Engine, Water Wheel, Water Engine, Hoist, or other Machinery driven by Water under Pressure, Brewery or Warehouse; or for any Trade, Manufacture, or Business whatsoever; or for watering Gardens,

Gardens, or for Fountains, or for any ornamental Purposes whatsoever; nor shall it include a Supply of Water for Cattle, or for Horses kept for Hire or by any licensed Horse Dealer, or for washing Carriages kept for Hire.

Power to supply Water for other than domestic Purposes.

XXXIX. That it shall be lawful for the said Local Board of Health 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 said Local Board of Health and the Persons desirous of having such Supply of Water.

Power to purchase Lands not exceeding 20 Acres for additional Purposes.

XL. That, in addition to the Lands herein-before authorized to be purchased, it shall be lawful for the Local Board of Health to contract with any Party willing to sell or lease the same for the Purchase of other Lands other than what they are herein-before authorized to purchase or take, not exceeding in Quantity Twenty Acres, which shall be deemed proper or expedient for the Purposes of this Act; and it shall be lawful for all Parties who, under the Provisions herein-before or in the said incorporated Acts contained, would be enabled to sell or convey Lands required for the Purposes of this Act, to sell and convey Lands required for any such additional Purposes as aforesaid.

Power for Local Board to borrow Money on Mortgage, &c.

XLI. That it shall be lawful for the said Local Board of Health, with the Sanction of the General Board of Health, from Time to Time to borrow at Interest, on Mortgage or Assignment of all or any of the Rates authorized to be made and levied by this Act, or by "The Public Health Act, 1848," or any of the Acts incorporated herewith, any Sum or Sums of Money not exceeding the Sum of Fifty thousand Pounds, which may be necessary for the Purposes of this Act or any of them; and all the Clauses and Provisions of "The Commissioners Clauses Act, 1847," with respect to the Mortgages to be executed by the Commissioners, shall be incorporated with this Act, and such Clauses shall be construed as if the Expression "The Local Board of Health" had been inserted therein instead of the Word "Commissioners;" or where any Act is required or authorized to be done by or to a certain Number of Commissioners, as if the Words "Local Board of Health" had been inserted therein instead of "such Number of Commissioners."

Powers of the Local Board of Health reserved.

XLII. That nothing herein contained shall take away, lessen, or abridge the Powers of the said Local Board of Health under "The Public Health Act, 1848," except so far as the same are inconsistent with the Provisions of this Act, or any of them, or are expressly varied or altered by this Act.

Expenses of Act.

XLIII. That the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, and preparatory and incident thereto, shall be paid by the Local Board of Health.

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