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Cur Channel, Feeder, or other Work connected therewith, or from improperly constructing the same, or from the Want of Repair thereof, or by reason of the cleansing or repairing of such Reservoir or any of the Works connected therewith, whether the same shall result from any Act or Negligence of the said Company, or their Agents, Servants, or Workmen, or from any inevitable Accident whatsoever.

CCXLVI. And be it enacted, That the said Company shall from Time to Time appoint a proper Person as Superintendent or Keeper of the said Reservoir and Works, with a competent Salary to be paid by them for the Protection and Management of the same, who shall at all Times reside in a Dwelling House to be built or provided near to the said Reservoir, and who shall draw up and put down and otherwise manage and regulate the said Cloughs, Sluices, Valves, Weirs, and other Works, and mete out the Water for the Use of the said Mills and Manufactories according to written Instructions to be drawn up for the Purpose by the Parties in the Manner herein-after mentioned; but in case such Superintendent or Keeper shall neglect or refuse to attend to or comply with such written Instructions, he shall, on Complaint being made to the Company, and Proof given by any of the said Owners or Occupiers of Mills or Manufactories of such Neglect or Refusal, be forthwith dismissed by the Company, who shall without Delay appoint some other Person in his Stead; and such other Person shall be liable to be dismissed in like Manner on a like Complaint being made and proved against him.

CCXLVII. And be it enacted, That it shall be lawful for the Owners and Occupiers for the Time being of the several Mills and Manufactories now or hereafter to be erected on the said Beck, in public Meeting, to be convened for the Purpose as herein-after mentioned, to make such Rules and Regulations for the Management of the said Reservoir, Sluices, Valves, and other Works, and for regulating at all Times the Flow of Water into and from the said Reservoir, as they may see fit, and from Time to Time to alter such Rules and Regulations in such Manner as to a Majority of such Owners and Occupiers so assembled shall seem most desirable or advantageous.

CCXLVIII. And be it enacted, That when the said Reservoir and the several Works connected therewith shall be certified to be completed in manner herein-before mentioned, and before the Water of the said Springs shall be in any Manner diverted or appropriated by the Company, the Clerk of the said Company shall convene a Meeting of the Owners and Occupiers of the several Mills and Manufactories now or hereafter to be erected on the said Beck, to be held at some convenient Place within the Parish of Bradford, for the Purpose of framing such Rules and Regulations as aforesaid, by Notice or Letter signed by him, and sent by Post or otherwise, delivered to every such Owner or reputed Owner and Occupier at his last known Place of Abode, or at his said Mill or Manufactory, and also by inserting a Copy of such Notice Twice in One or more of the Leeds Newspapers, which Notice shall state the Time and Place

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of the said intended Meeting, and the Object for which such Meeting shall be held, and shall be sent and advertised Fourteen Days at least before the Time fixed for holding such Meeting.

In case of Partnerships or joint Ownerships, One Notice to be sufficient.

**CCLXIX.** Provided always, and be it enacted, That in the Case of Partnerships, or where Two or more Parties are interested in respect of the same Premises, any Notice or other Document herein required to be sent to every Owner and Occupier of a Mill or Manufactory on the said Beck shall be deemed to have been so sent if it has been addressed to any such Firm by the Style or Title under which they may be carrying on Trade, or to the Party who is by common Report the Owner or Occupier (as the Case may be) of any such Mill or Manufactory.

Owners, &c. may draw up such Regulations.

**CCL.** And be it enacted, That the said Owners and Occupiers may meet according to such Notice, and may make such Rules and Regulations for the Management of the said Reservoir, Sluices, Valves, and other Works, and for regulating at all Times the Flow of Water into and from the said Reservoir, as they may think fit.

Clerk of the Company to convene a special Meeting, on Requisition.

**CCLI.** And be it enacted, That it shall be lawful for any Three of such Owners or Occupiers (not being Partners, nor interested in respect of the same Premises,) at any Time, by Notice in Writing under their Hands, to require the Clerk of the said Company to call a Meeting of the said Owners and Occupiers for any Purpose connected with the said Reservoir or with the Supply of Water to the said Mills and Manufactories; and the Clerk of the said Company shall upon Receipt of such Notice call such Meeting in the Manner herein-before directed.

Three Owners, &c. to constitute a Quorum.

**CCLII.** And be it enacted, That Three at least of such Owners or Occupiers (not being Partners, nor interested in respect of the same Premises,) shall be present in order to constitute a Meeting; and all Resolutions and Decisions which shall be come to at any such Meeting by a Majority of Votes, estimated in manner herein-after prescribed, shall be as valid and effectual as if the whole of such Owners and Occupiers had concurred therein.

Meetings, &c. to be adjourned.

**CCLIII.** And be it enacted, That the First and any other Meeting of the said Owners and Occupiers of Mills and Manufactories which may be convened under the Authority of this Act may be adjourned from Time to Time, and from Place to Place, as may be found expedient: Provided nevertheless, that if the said Mill Owners and Occupiers should omit or neglect to frame such Rules and Regulations at their First Meeting to be so convened as aforesaid, or at the first Adjournment thereof, or in case a Quorum of such Owners and Occupiers should not be present within Two Hours from the Time fixed for such Meeting or adjourned Meeting, then (the said Company having fully completed the said Reservoir and other Works in the Manner herein-before directed) it shall be lawful for them thereupon and thenceforward to divert and appropriate the Water of the said *Many Wells* for the Purposes of this Act: Provided also, that the Business to be transacted at any Meeting (where the Rights and Privileges



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Privileges of the Company might be affected by Delay) shall not, without the Consent of the Company, be postponed over more than One Adjournment, and such Adjournment shall not take place for a longer Period than Three Weeks.

CCLIV. And be it enacted, That at every such Meeting One of the Parties present and entitled to vote shall be appointed Chairman; and such Chairman shall, in case of an equal Division on any Question, have the decisive or casting Vote, in addition to any other Vote or Votes which he may be otherwise entitled to give.

A Chairman to be appointed, and have a casting Vote.

CCLV. And be it enacted, That at every Meeting of the said Owners and Occupiers of Mills convened in manner herein-before mentioned every Owner or Occupier present at such Meeting shall be entitled to give One Vote on any Proceeding or Question in respect of every complete Foot of Fall of Water appropriated as Power to any Mill or Water Wheel, whether occupied or not, of which he shall be the Proprietor, or which he shall occupy on the said Beck; and every Matter or Thing which shall be proposed, discussed, or considered in any such Meeting shall be determined by the Majority of Votes then given: Provided always, that in Cases where any Part of the said Beck or Falls shall be jointly owned by Two or more Persons, whether as Joint Tenants, Tenants in Common or Copartners, or shall be in the joint Occupation of Two or more Persons, such joint Owners or joint Occupiers, as the Case may be, shall for the Purpose of voting be considered as One Owner or One Occupier, and shall agree amongst themselves as to the Manner in which or as to the Persons by whom such Vote or Votes shall be given: Provided also, that where any Owner of any such Fall of Water shall attend and take a Part in the Proceedings of any Meeting, it shall be lawful for such Owner to vote in respect of such Fall, in case his Tenant shall be absent from such Meeting or shall waive his Claim to vote; but in case the Tenant or Occupier of such Fall shall be present, he alone shall have the Right to vote in respect thereof: Provided also, that in case the joint Owners or joint Occupiers of any Mill or Manufactory cannot agree amongst themselves as to the Manner in which or as to the Person by whom the Vote or Votes in respect of such Mill or Manufactory shall be given, such Vote or Votes shall not be received: Provided also, that Mistress Sarah Ferrand of Saint Ives, Widow, or other the Owner for the Time being of her Estate, shall at all Times be entitled to vote at any such Meeting, either personally or by her Agent duly appointed in Writing, and notwithstanding the Presence at such Meeting of the Tenant or Occupier of her said Mills, without Prejudice, nevertheless, to the Right of John Garnett Horsefall Esquire, or his Tenant, who shall be entitled to vote at any such Meeting, under the Provisions herein-before contained, during the Remainder of the Term granted to him of and in a certain Mill belonging to the said Sarah Ferrand and called the Goit Stock Mill; provided that nothing herein contained shall extend to enable both the said Sarah Ferrand or other the Owner for the Time being of her said Estate and her Tenant to vote at one and the same Meeting in respect of the same Mill.

Rules and Regulations as to voting

CCLVI. And



Minutes of  
Mill Owners  
Meetings to  
be kept in  
Books, and  
signed by the  
Chairman of  
the Meet-  
ings.

1852 & 1853

1854 & 1855

1856 & 1857

1858 & 1859

1860 & 1861

1862 & 1863

1864 & 1865

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1922 & 1923

1924 & 1925

1926 & 1927

1928 & 1929

1930 & 1931

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1934 & 1935

1936 & 1937

1938 & 1939

1940 & 1941

1942 & 1943

1944 & 1945

1946 & 1947

1948 & 1949

1950 & 1951

CCLVI. And be it enacted, That the Clerk of the Company shall attend at every Meeting of the Owners and Occupiers of the said Mills and Manufactories which shall be convened under the Authority of this Act, and shall enter, in proper Books to be provided for that Purpose by the said Company, full Minutes of all the Resolutions which shall be come to at such Meeting, and of all other Proceedings which shall take place thereat; and the Minutes of each Meeting shall be signed by the Chairman of such Meeting; and there shall be Two Minute Books kept, which shall be Transcripts or Copies of each other, both of which shall be signed by the Chairman, and shall be considered as Originals; and one of such Books shall be kept by the Clerk of the Company, and the other of such Books shall be kept by such Person as the said Mill Owners and Occupiers shall at any of their Meetings appoint to keep the same; and such Entries, when so signed, shall be received as Evidence in all Courts, and before all Judges, Justices, and others, without Proof of such Meeting having been duly convened, or of the Persons present at such Meeting being Owners or Occupiers of any Mill or Manufactory on the said Beck, or of the Signature of the said Chairman, all of which last-mentioned Matters shall be presumed.

Duplicate  
Copies of  
Regulations  
to be drawn  
up and  
signed by  
the Chair-  
man.

If Regula-  
tions are not  
satisfactory  
to the Com-  
pany they  
may propose  
to alter  
them, &c.

Arbitrators  
to be ap-  
pointed.

CCLVII. And be it enacted, That a fair Copy of the Rules and Regulations to be so made by the said Mill Owners and Occupiers (in addition to the Copies entered in the Minute Books as herein-before prescribed) shall be written out by the Clerk of the Company, and be signed by the Chairman of such Meeting, which Copy (if such Regulations be accepted and adopted by the Company) shall be posted up in some convenient Place in or near to the Dwelling House of the Superintendent or Person who shall have Charge of the said Reservoir and the Works connected therewith.

CCLVIII. And be it enacted, That if the Company shall object to any Rules or Regulations which may have been made by the said Owners and Occupiers, and whether the same shall have been put in force or not, it shall be lawful for them to give Notice in Writing to the Mill Owners and Occupiers that they object to and desire to alter or modify such Rules and Regulations, which Notice shall distinctly state the Grounds of the Company's Objections, and the Alterations which they desire to have made; and the Clerk of the Company shall convene a Meeting of the said Mill Owners and Occupiers in manner herein-before prescribed, for the Purpose of considering, and if they shall think fit so to do of adopting, such Alterations, or, in the event of their not agreeing to adopt such Alterations, or such a Modification thereof as may remove the Objections of the Company, then for the Purpose of concurring with the Company in adopting such Measures as may be necessary for referring the Matter in dispute to Arbitration in manner herein-after provided.

CCLIX. And be it enacted, That for the Purpose of determining any such Dispute by Arbitration as aforesaid it shall be lawful for the Mill Owners and Occupiers present at the Meeting to be convened as aforesaid, or at some Adjournment thereof, either to agree

with



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with the said Company in the Nomination or Appointment of some competent Person to be sole Arbitrator, to decide the Matters in dispute between them, or otherwise to appoint some Person, not being interested in the Matter in dispute, to act as Arbitrator in their Behalf, and to meet an Arbitrator, before proceeding on such Reference, shall appoint some competent Engineer to act as Umpire between them.

CCLX. And be it enacted, That if at the Expiration of Two Hours from the Time appointed for such Meeting, Three or more of such Owners or Occupiers (not being interested in respect of the same Premises) shall not be present, of which a Declaration under the Hand of the Clerk of the said Company, entered in the Minute Book herein-before directed to be kept by him, shall be sufficient Evidence, or if the Owners and Occupiers present at such Meeting shall not agree with the said Company in the Appointment of some one Person to be sole Arbitrator between them, or shall not at such Meeting, or at some Adjournment thereof, appoint an Arbitrator to act in their Behalf, it shall be lawful for the said Company alone to appoint some Engineer not interested in the Question to decide the Matter in dispute, and the Award of such Engineer shall be final and conclusive, and the Rules and Regulations which may be approved of by such Engineer, being signed by him, and having the Corporate Seal of the Company affixed thereto, shall and may be acted on by them, and shall be of the like Force and Effect as if they had been agreed on with the said Owners and Occupiers; and all Expences attendant on any such Reference as aforesaid shall be borne by the Company.

CCLXI. And be it enacted, That such Arbitrator or Arbitrators, or their Umpire, or such Engineer as aforesaid, shall have full Power and Authority to alter or confirm such Rules or Regulations as they may see fit; and duplicate Copies of such Rules and Regulations, when settled and approved of, and signed by the said Arbitrator or Arbitrators, or by their Umpire, or by such Engineer as aforesaid, shall be furnished to the said Company, and to the Chairman of the last previous Meeting of the said Owners and Occupiers, or in his Absence to some other resident Owner or Occupier of a Mill or Manufactory on the said Beck, or to some Person appointed by the said Owners and Occupiers to receive the same.

CCLXII. And be it enacted, That in case an Arbitrator shall be named by and on behalf of each of the said Parties, such Two Arbitrators shall, within Fourteen Days from the Date of their Appointment, and before they shall enter upon the Business of the said Reference, proceed to nominate and appoint an Umpire, who shall be an Engineer by Profession, to decide and settle any Differences between them touching the Matters referred for their Arbitration.

CCLXIII. And be it enacted, That in the event of One Arbitrator being named and agreed upon by and between the said Parties, or being appointed by the said Company, as aforesaid, he shall enter upon the Business of the said Reference, and make his Award therein

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within in 21 Day.



If Two Arbitrators named, they shall make their Award within One Month.

within the Space of Twenty-one Days from the Date of his Appointment, unless the Parties shall agree to extend such Period. **CCLXIV.** And be it enacted, That in the event of Two Arbitrators being appointed as aforesaid they shall enter upon the Business of the said Reference as soon as may be after the Appointment of an Umpire as aforesaid, and shall make their Award therein within the Space of One Month from the Date of the Appointment of such Umpire, unless the Parties shall agree to extend such Period.

If either of the Parties neglect to attend, the Arbitrators may proceed to the Business.

**CCLXV.** And be it enacted, That if either of the said Parties neglect or refuse to attend before the said Arbitrator or Arbitrators, or Umpire, as the Case may be, on Seven clear Days Notice being given to him by the other of such Parties, it shall be competent for the Arbitrator or Arbitrators, or Umpire, to proceed *ex parte* in the Absence of the Party so neglecting to attend as aforesaid; and any Award made and signed by him or them shall be as valid and effectual and have the like Force as if both the said Parties had been heard.

Justices may appoint an Umpire, if Arbitrators cannot agree.

**CCLXVI.** And be it enacted, That in case the Two Arbitrators appointed as aforesaid shall not within Fourteen Days after their Appointment have agreed upon and appointed an Umpire, then it shall be lawful for either of the said Parties, on giving Three clear Days Notice to the other of such Parties, of their Intention so to do, and stating the Time and Place when and where such Application will be made, to apply to Two Justices in Petty Sessions assembled, and such Justices are hereby empowered and required to nominate and appoint some Engineer to be Umpire accordingly.

A Copy of the Rules and Regulations shall be fixed upon some conspicuous Place, and the Flow of Water regulated in compliance therewith.

**CCLXVII.** And be it enacted, That a Copy of the Rules and Regulations to be made or altered and confirmed as aforesaid, or of such other Rules and Regulations as may, under the Provisions of this Act, be from Time to Time substituted in their Stead, shall be posted up in some convenient Place in or near to the Dwelling House of the Superintendent or Person who shall have Charge of the said Reservoir and the Works connected therewith, and the Management of the said Reservoir and of the Works connected therewith; and the Flow of Water into and from the said Reservoir shall thenceforth be regulated by the Servants of the Company in strict Compliance with such Rules and Regulations, until the same shall be altered or varied in the Manner herein provided; and the said Company shall be responsible for all Damage or Injury which may be occasioned by the Neglect or Default of any of their Servants.

How Expences of Meetings are to be paid.

**CCLXVIII.** And be it enacted, That the Expences of the First Meeting of Mill Owners for preparing the Rules and Regulations aforesaid, and of One Adjournment thereof (if such Adjournment take place), as well as the Expence of any further Meetings for considering or adopting any Alterations which the Company may propose in such Rules and Regulations, or for any other Purpose connected with the same Reservoir, or with the Supply of Water to the



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the said Mills and Manufactories, shall be borne and paid by the said Company.

CCLXIX. Provided also, and be it enacted, That all Rates, Assessments, and Impositions, whether parochial or otherwise, which shall or may at any Time hereafter be assessed or imposed upon the said Reservoir or other Works, or upon the Dwelling House to be appropriated to the Residence of the Superintendent or Keeper of the said Reservoir as herein-before mentioned, in whosever's Occupation the same may be assessed or rated, shall be borne and paid by the said Company: Provided always, that if the said Reservoir and other Works shall be assessed or rated in the Names of the Occupiers of the said Mills, and the said Occupiers shall be called on to pay the same, then the said Company shall be bound to reimburse the said Occupiers to the full Amount of the Rate or Assessment so paid.

CCLXX. Provided always, and be it enacted, That it shall not be lawful for the said Company to take, divert, use, obstruct, or impound, and they are hereby restrained from taking, diverting, using, obstructing, or impounding, by any Means or Contrivances, or under any Pretence whatsoever, any of the Water now flowing in any Brooks, Rivulets, Becks, Streams, Springs, Drainages, Watercourses, Ponds, Dams, or Reservoir, to the *Soke Mills* or *Queen's Mills* at *Bradford* aforesaid, the Property of *John George Smyth Esquire*, as well as other Mills also his Property at *Bradford*, and in the Parish of *Bradford* aforesaid, or to divert, alter, change, or obstruct, otherwise than is herein-after mentioned, the Course of the Brook or Beck called *Chellow Dean Beck*, or other the said Brooks, Rivulets, Becks, Streams, Springs, Drainages, or Watercourses, or any of them, or to interfere with or injure the said Ponds, Dams, and Reservoirs, or any of them, but that the Water in the said several Brooks, Rivulets, Becks, Streams, Springs, Drainages, Watercourses, Ponds, Dams, and Reservoirs shall at all Times hereafter flow as freely and abundantly, and in as full, ample, and uninterrupted a Manner, as if this Act had not passed, and so that the Supply of Water to the said Mills and every of them, and any other Mills and Manufactories which shall or may be hereafter built or erected by the said *John George Smyth*, his Heirs or Assigns, upon or near and worked by means of the said Water, or any Part of it, shall not in any Manner be diminished, injured, or prejudiced.

CCLXXI. Provided nevertheless, That it shall be lawful for the Company to make and maintain a new Channel or Watercourse for conveying the Waters of the said *Chellow Dean Beck* along the Side of and past a Reservoir intended to be made at or near to *Hedge-side Farm*, as marked upon the said Plan of the proposed Works, but so as to connect the present Channel or Watercourse above the said Reservoir with the present Channel or Watercourse below the said Reservoir, and that without any Diminution of or Impediment or Obstruction to the Water usually flowing in the present Channel or Watercourse; and the said Company are hereby required, at their own Expence, from Time to Time, upon the Request of the said

Company to pay Rates of Reservoir,

For Protec-  
tion of the  
Waters sup-  
plying the  
Soke Mills  
and other  
Mills belong-  
ing to J. G.  
Smyth, Esq.

Company  
may make  
a new  
Channel  
for Chellow  
Dean Beck.





ANNO DECIMO SEPTIMO & DECIMO OCTAVO

# VICTORIÆ REGINÆ.

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*Repeated in part by 21-22 Vict. c. lxxvi.*

*Cap. cxxiv.*

An Act to make further Provision for supplying with  
Water the Borough of *Bradford* and certain  
Places in the Neighbourhood thereof.

[3d July 1854.]

**W**HEREAS an Act was passed in the Fifth Year of the Reign of Her present Majesty, intituled *An Act for better supplying with Water the Town and Neighbourhood of Bradford in the West Riding of the County of York*, and another Act was passed in the Twelfth Year of the Reign of Her present Majesty, called "*The Bradford Waterworks Amendment Act, 1849*," by which Acts the *Bradford Waterworks Company* were incorporated, and authorized to construct Works for supplying the Borough of *Bradford* with Water, and to raise various Sums of Money by the Creation of Shares and by Mortgage of their Undertaking, amounting in the whole to Eighty-eight thousand five hundred Pounds, whereof Eighty-two thousand five hundred Pounds forms the present Share Capital of the said Company, and Six thousand Pounds are due upon Mortgage of their Undertaking: And whereas the said Company proceeded to carry the Powers of the said Acts into execution, and have raised and expended upon their Undertaking the whole of the said Sum of Eighty-eight thousand five hundred Pounds, but by reason

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*The Bradford Waterworks Act, 1854.*

of the great and rapid Increase of Population and in the Number of Dwelling Houses and other Buildings in the Town and Neighbourhood of *Bradford* a much larger Supply of Water is required for domestic and other Purposes in the said Town and Neighbourhood than the existing Works of the Company are capable of affording, and it is expedient that new Works should be constructed for the Purpose of furnishing an additional Quantity of Water thereto : And whereas the several Parishes or Places of *Addingham, Silsden, Morton, Denholme, Wilsden, Allerton, Heaton, and Bolton*, or some of them, or some Parts thereof, respectively, in the several Parishes of *Addingham, Kildwick, Bingley, Bradford, and Calverley*, in the West Riding of the County of *York*, might be conveniently supplied with Water to a great Extent by means of Works constructed for furnishing such additional Supply to the Borough of *Bradford* : And whereas the *Bradford Waterworks Company* are willing to construct the requisite new Works for the Purposes aforesaid and to furnish such Supplies of Water, if authorized by Parliament so to do ; but to enable the said Company to construct such Works and furnish such Supplies of Water, and also to make their existing Works more available for supplying Water within the Borough of *Bradford*, it is expedient that they should be authorized to raise a further Sum of Money : And whereas it is expedient that Provisions should be made for consolidating the Shares of the said Company into Stock, and for converting their Mortgages into Shares or Stock : And whereas the Objects aforesaid cannot be effected without the Authority of Parliament, but the same might be more conveniently effected if the recited Acts were repealed, and other Provisions were enacted in lieu thereof : 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 :

Interpreta-  
tion of  
Terms.

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

The Word "Company" shall mean the Company incorporated by this Act :

The Word "Person" shall include Corporation, whether aggregate or sole, and the Proprietors and Undertakers of every Navigation or Canal, whether incorporated or not :

The Expression "paid up Capital" shall comprise Consolidated Stock and Shares which have been fully called up and paid, and such Portions of Shares not fully called up and paid as shall have been called up and paid.

II. The



*The Bradford Waterworks Act, 1854.*

II. The Company incorporated by the first-recited Act is hereby dissolved, and the recited Acts are hereby repealed.

Recited Acts repealed and Company dissolved.

III. "The Companies Clauses Consolidation Act, 1845," (except the Provisions thereof with respect to the Conversion of the borrowed Money into Capital,) "The Lands Clauses Consolidation Act, 1845," and "The Waterworks Clauses Act, 1847," shall be incorporated with and form Part of this Act; and in construing such Acts for the Purposes of this Act the Expression "the Special Act" shall mean this Act; and the Expression "the Works," or "the Waterworks," or "the Undertaking," shall mean and include the Waterworks and Works connected therewith by this Act vested in or authorized to be made by the Company incorporated or constituted by this Act; the Expression "the Promoters of the Undertaking" shall mean the Company incorporated by this Act; the Word "Shares" shall include Consolidated Stock as well as Shares; and the Expression "Quarter Sessions" in this and the incorporated Acts shall mean any Quarter Sessions holden in and for the West Riding of the County of York, or any Adjournment thereof.

Provisions of 8 & 9 Vict. c. 16. extended to this Act.

Interpretation of certain Expressions.

IV. The Limits of this Act for supplying Water shall be the Town and Borough of *Bradford*, and the several Townships or Places of *Addingham*, *Silsden*, *Morton*, *Denholme*, *Wilsden*, *Allerton*, *Heaton*, and *Bolton*, in the Parishes of *Addingham*, *Kildwick*, *Bingley*, *Bradford*, and *Calverley*, in the West Riding of the County of York: Provided always, that with respect to such Parts of the said Townships and Places as are situate above the Level of the Waste Weir of the *Lower Chellow Dean* Reservoir of the Company, the Water to be supplied by the Company need not be constantly laid on under Pressure.

Limits of Act.

V. The several Persons and Corporations who immediately before the passing of this Act were Proprietors of Shares in the Company hereby dissolved, and all other Persons and Corporations who have subscribed or 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 Purpose of supplying with Water the Inhabitants, Buildings, and Lands within the Limits of this Act, and for making and maintaining Waterworks for that Purpose, with proper Works and Conveniences connected therewith, according to the Provisions in this and the incorporated Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "*The Bradford Waterworks Company*," and by that Name shall be a Body Corporate with perpetual Succession, and may sue and be sued, and shall have a Common Seal, and Powers to purchase, rent, hold, and sell Lands, Rights, or Easements

Re-establishment of Bradford Waterworks Company.



*The Bradford Waterworks Act, 1854.*

Easements for the Purposes of the said Undertaking, subject to the Restrictions and Provisions in this and the incorporated Acts contained.

Estates and  
Liabilities of  
former Com-  
pany vested  
in and bind-  
ing on the  
Company  
hereby  
established.

VI. From and immediately after the passing of this Act, the Springs of Water called *Many Wells* in *Trooper* or *Many Wells Farm* in the Township of *Wilsden*, the several Reservoirs known as the *Hewenden* or *Harden Beck* Reservoir, the *Upper Chellow Dean* Reservoir, the *Lower Chellow Dean* Reservoir, and the *Whetley Hill* Reservoir, as also all the Waterworks of every Description belonging to the Company hereby dissolved, and all the Lands, Tenements, and Hereditaments, and all Rights, Claims, Easements, and Privileges, and all Moneys, Goods, Chattels, Effects, Bonds, Deeds, Books, Writings, Maps, Plans, and Personal Estate of the Company hereby dissolved, shall be and the same are hereby vested in the Company hereby incorporated; and all Persons and Corporations who immediately before the passing of this Act owed any Sum of Money to the Company hereby dissolved shall pay the same, together with all Interest (if any) due or to accrue due for the same to the Company hereby incorporated; and all Debts which immediately before the passing of this Act were due and owing by the Company hereby dissolved shall be paid, with all Interest (if any) due and to accrue due thereon, by the Company hereby incorporated; and all Rates or Rents which immediately before the passing of this Act were due and payable or were then accruing due under or by virtue of the first-recited Act to the Company hereby dissolved, shall be and become due and payable to the Company hereby incorporated, 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 hereby incorporated; and all Grants conferring or purporting to confer upon the Company hereby dissolved any Right, Easement, or Privilege to make, form, construct, lay or place, maintain, repair, or continue any Conduit, Aqueduct, or Pipe 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 hereby incorporated as if the same had been originally made and executed to and in favour of the said Company under the Provisions of this Act; and all other Grants, Conveyances, Contracts, Mortgages, Bonds, Covenants, Liabilities, Securities, Arrangements, and Agreements made or entered into before the passing of this Act to, with, in favour of, or by or for the Company hereby dissolved, shall be and remain as valid and effectual in favour of or against and with reference to the Company hereby incorporated, and may be proceeded on, enforced, and satisfied, in the same Manner to all Intents and Purposes as if the Company hereby incorporated had been



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been a Party to, executed, and incurred the same, or had been named or referred to therein, instead of the Company incorporated by the first-recited Act.

VII. The Company hereby incorporated 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 Company hereby dissolved prior to the passing of this Act, or which would have been incurred by them if they had not been dissolved by this Act, be considered as identical with that Company, in like Manner in all respects as if this Act had not been passed, and the Company hereby incorporated were the Company hereby dissolved.

Liabilities of dissolved Company prior to passing of this Act continued.

VIII. Notwithstanding the Repeal of the recited Acts, and except only as is by this Act otherwise expressly provided, everything before the Commencement of this Act done and suffered respectively under the repealed Acts respectively shall be as valid as if this Act were not passed; and such Repeal and this Act respectively shall accordingly be subject and without Prejudice to everything so done and suffered respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such Repeal had not happened and this Act were not passed, would be incident to and consequent on any and every thing so done and suffered respectively; and with respect to all such Things so done and suffered respectively, and all such Rights, Liabilities, Claims, and Demands, the Company hereby incorporated shall to all Intents and Purposes represent the Company hereby dissolved.

Present and future Liabilities, &c. under repealed Acts to continue.

IX. All Rates, Rents, or Charges made or imposed under or by virtue of the first-recited Act, 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 been passed would have been due and payable or would have accrued due and payable, shall continue to be payable until the same shall be altered under the Authority of this Act, and may be collected and recovered by such Means, and under such Restrictions and Regulations, as any Rates, Rents, or Charges to be received in pursuance of this Act may be collected or received.

Rates and Rents now payable to continue till altered.

X. All Sales, Transfers, and Dispositions, executed before the passing of this Act, of any Share or Shares in the Joint Stock of the Company hereby dissolved, shall remain in full force and virtue, and shall be and continue available, in all respects whatsoever, in the same Manner as if the same respectively were or had been made, entered into, or executed under or by virtue of any of the Powers or Authorities contained in this Act.

Transfer of Shares, &c. to remain in force.



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Actions, &c.  
not to abate,  
and Penal-  
ties to be  
recoverable.

XI. No Action, Suit, Prosecution, or other Proceeding whatsoever commenced either by or against the Company hereby dissolved previous to the passing of this Act, shall abate or be discontinued or prejudicially affected by this Act, but on the contrary the same shall continue and take effect, either in favour of or against the Company hereby incorporated, in the same Manner in all respects as the same would have continued and taken effect in favour of or against the Company hereby dissolved if this Act had not been passed; and also all Penalties incurred by any Offence against the Provisions of the first-recited Act previously to the passing of this Act may be sued for, and all Offences which may have been committed before the passing of this Act against the Provisions of the first-recited Act may be prosecuted, in such or the like Manner to all Intents and Purposes as the same might have been sued for and prosecuted respectively if this Act had not been passed, the Company hereby incorporated being, in reference to the Matters aforesaid, in all respects substituted in place of the Company hereby dissolved.

Books of  
dissolved  
Company to  
be Evidence.

XII. All Register Books of Shareholders, Registers of Transfers, Declarations as to Transfer of Shares, Books of Account, Balance Sheets, Minutes of Proceedings of the Meetings of Directors, or other Records of the Affairs or Proceedings of the Company hereby dissolved shall be preserved, and shall be admissible and admitted as Evidence in all Courts of Justice and elsewhere in like Manner as the same would have been admissible and admitted as Evidence if the said Company had not been dissolved and the said recited Acts had not been repealed.

Plans, &c. of  
Works au-  
thorized by  
first-recited  
Act, or cer-  
tified Copies  
thereof, to be  
Evidence.

XIII. The Plans, Sections, and Book of Reference of the Works by the first-recited Act authorized to be made and constructed, which were deposited with the Clerk of the Peace for the West Riding of the County of *York* on the Thirtieth Day of *November* One thousand eight hundred and forty-one, or Extracts therefrom certified by any such Clerk of the Peace, shall (notwithstanding the Repeal of the said recited Act) be received in all Courts of Justice or elsewhere as Evidence of the Contents thereof.

Officers to  
continue till  
removed.

XIV. All Clerks, Officers, and Persons appointed by virtue of or acting under the Authority of the first-recited Act, and not acting contrary to the Provisions and Directions in this Act contained, shall hold and enjoy their respective Offices and Employments, together with the Salaries or 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, and to the



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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.

XV. The Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be the *Bradford Observer* or some other Newspaper published in *Bradford*, and if no Newspaper shall be published in *Bradford*, then in some Newspaper published in the West Riding of the County of *York*.

Newspapers for Advertisements. *Repealed by 21 & 22 Vict. c. lxxvi.*

XVI. The Capital of the Company shall be Eighty-two thousand five hundred Pounds of Consolidated Stock, and shall be subject to Augmentation by the Creation of Shares or Stock, as herein-after mentioned.

Capital. *do*

XVII. Whereas the Capital of the Company hereby dissolved consisted of Two thousand two hundred Shares of the nominal Value of Twenty Pounds each, and Seven thousand seven hundred Shares of the nominal Value of Five Pounds each, which Shares have been fully paid up: Be it enacted, That every Person and Corporation who immediately before the passing of this Act was possessed of or entitled to One or more Share or Shares in the Capital of the Company hereby dissolved of the nominal Value of Twenty Pounds each, shall for each such Share be entitled to the Sum of Twenty Pounds of Consolidated Stock in the Capital of the Company hereby incorporated; and every Person and Corporation who immediately before the passing of this Act was possessed of or entitled to One or more Share or Shares in the Capital of the Company hereby dissolved of the nominal Value of Five Pounds each, shall for each such Share be possessed of or entitled to the Sum of Five Pounds of such Consolidated Stock; and the Consolidated Stock is hereby vested in such Persons and Corporations accordingly.

Appropriation of Stock. *do*

XVIII. All Persons and Corporations in whom any such Consolidated Stock is or shall be vested 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 Company hereby dissolved in respect of which such Consolidated Stock is or shall be so vested was or 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.

Consolidated Stock to be subject to the same Trusts as the old Shares. *do*

XIX. It shall be lawful for the Company, with the Consent of a General Meeting or Meetings of the Shareholders, to raise, by the Creation

Power to raise Money by Shares. *do*



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Creation of Shares, in augmentation of and in addition to the said Capital, such Sum or Sums of Money as they shall from time to time think fit, not exceeding in the whole Two hundred and sixty-seven thousand five hundred Pounds.

XX. After the Capital herein-before authorized to be raised shall have been subscribed, and One Half of the Capital of the Company shall have been paid up, it shall be lawful for the Company, with the Consent of a General Meeting or Meetings of the Shareholders, to raise, by Mortgage of their Undertaking, such Sum or Sums of Money as they shall from Time to Time think fit, not exceeding in the whole, inclusive of Mortgages granted by the Company hereby dissolved and remaining unpaid, the Sum of One hundred and sixteen thousand Pounds: Provided always, that all Mortgages granted by the Company and subsisting at the Time of the passing of this Act shall, during the Continuance thereof, have Priority over all Mortgages which may be granted under the Provisions of this Act.

*Repealed  
by 21 & 22  
Vic. c. lxxvi*  
Power to  
raise Money  
by Mort-  
gage.

*do*  
Former  
Mortgages to  
have  
Priority.

XXI. It shall be lawful for the Company, if they think fit, to raise the Money which they are by this Act authorized to borrow on Mortgage, or any Part thereof, or which may be required for paying off any Principal Sums previously borrowed on Mortgage under the Provisions of this or the repealed Acts, or either of them, by creating new Shares or Consolidated Stock; but no such Augmentation of Capital shall take place without the previous Authority of a General Meeting of the Company.

*do*  
Power to  
convert Loan  
into Capital.

XXII. The Dividends upon any Shares to be created for raising the said Sum of Two hundred and sixty-seven thousand five hundred Pounds, or any Part thereof, shall not exceed the Rate of Eight Pounds *per Centum per Annum* on the Amount for the Time being paid up in respect of such Shares, and the Dividends upon any Shares or Stock which may hereafter be created under the Powers of this Act for raising Money by Shares or Stock instead of by Mortgage, or to pay off any Principal Sums previously borrowed on Mortgage, shall not exceed the Rate of Five Pounds *per Centum per Annum* upon the Amount for the Time being paid up in respect of such Shares, or, as the Case may be, upon the Amount of such Stock, unless in any of the above-mentioned Cases a larger Dividend be at any Time necessary to make up the Deficiency of any previous Dividend which shall have fallen short of the said yearly Rate of Eight Pounds *per Centum per Annum*, or Five Pounds *per Centum per Annum*, as the Case may be.

*do*  
Rate of Divi-  
dends upon  
new Capital  
limited.

XXIII. All Shares which may be created by virtue of this Act shall form Part of the general Capital of the Company, and shall be of

*do*  
As to  
Amount,  
Payment, and  
Disposal of  
Shares.



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of such Amount respectively, and payable by such Instalments or Calls and at such Periods, and shall be allotted and disposed of in such Manner and upon such Terms and Conditions, as the Company shall think proper; and it shall be lawful for the Company, with the Consent of Three Fifths at least of the Votes of the Shareholders present in Person or by Proxy at any General Meeting or Meetings of the Company specially convened for the Purpose, to guarantee such fixed Amount of Dividend on any such Shares, not exceeding Five Pounds *per Centum per Annum* on the Amount for the Time being paid thereon, and to attach such other Privileges to any such Shares in the way of Preference or Priority in Payment of Dividend, or otherwise, as shall be determined at such Meeting or Meetings; provided always, that Ten Pounds *per Centum* of the total Amount of any such Shares shall be the highest Amount of any One Instalment or Call in respect of such Share, and there shall be an Interval of Three Months at the least between any Two successive Calls, and no more than Forty Pounds *per Centum per Annum* on the total Amount of any such Share shall be called thereon in any One Year.

XXIV. All the Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Consolidation of the Shares into Stock, (except the Sixty-first Section of the said Act,) shall apply to the Consolidated Stock created by this Act, and to any Consolidated Stock that may be created under the Provisions of this Act for raising Money to pay off Mortgages, or in lieu of borrowing on Mortgage, in like Manner in all respects as if such Stock had been created under or pursuant to the Sixty-first Section of the said "Companies Clauses Consolidation Act."

Stock to be *repealed*  
subject to  
Provisions of  
8 & 9 Vict.  
c. 16.

XXV. If any Money be payable to any Shareholder, being a Minor, Idiot, or Lunatic, the Receipt of the Guardian of such Minor or the Receipt of the Committee of such Idiot or Lunatic shall be a sufficient Discharge to the Company for the same.

Receipts for  
Money pay-  
able to  
Minors, &c.

XXVI. Subject to the Provisions herein-after contained for reducing the Number of Directors, the Number of the Directors of the Company shall be Nine, and the Qualification of a Director shall be the Possession by him in his own Right of Four hundred Pounds at least of the Capital of the Company.

Number and  
Qualification  
of Directors.

XXVII. It shall be lawful for the Company, by Vote of any General Meeting, from Time to Time to reduce the Number of Directors, provided that the reduced Number be not less than Six.

Power to  
vary the  
Number of  
Directors.



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*Repealed  
by 21+22  
Act.c. lxxvi.*

First Direc-  
tors.

XXVIII. The Persons who immediately before the passing of this Act were the Directors of the Company hereby dissolved shall be the First Directors of the Company.

*do* . Quorum.

XXIX. A Quorum of a Meeting of Directors shall be Three.

*do* . Committee  
of Directors.

XXX. The Number of Directors of which Committees appointed by the Directors shall consist shall be not less than Two nor more than Five; and the Quorum of such Committees shall be left to the Discretion of the Directors.

*do* . Qualification  
of Auditors.

XXXI. The Qualification of an Auditor shall be the Possession by him in his own Right of Two hundred Pounds at least of the Capital of the Company.

*do* . Quorum of  
General  
Meeting.

XXXII. The Quorum of any General Meeting of the Company shall be Five Shareholders holding in the aggregate not less than Four thousand Pounds of paid-up Capital of the Company.

*do* . First and  
other Meet-  
ings.

XXXIII. The First Ordinary Meeting of the Company shall be held within Two Months after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *January* and *July* in every succeeding Year.

Rate at  
which Water  
is to be sup-  
plied for  
domestic  
Purposes.

XXXIV. The Company shall, at the Request of any 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 on the Application of any Person who, under the Provisions of this Act or of 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 domestic Use, at Rates not exceeding the Rates herein-after specified; (that is to say,)

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

Where such Rent or Value shall be above Twenty Pounds and not exceed Forty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds:

Where such Rent or Value shall be above Forty Pounds and not exceed Sixty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds Ten Shillings:

Where such Rent or Value shall be above Sixty Pounds and not exceed Eighty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds:

Where



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Where such Rent or Value shall be above Eighty Pounds and not exceed One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds Ten Shillings :

Where such Rent or Value shall be above One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds :

For One Watercloset or Bath in any Premises where the annual Rackrent or Value does not exceed Ten Pounds *per Annum*, at a Rate not exceeding Five Shillings *per Annum* ; and where such Rent or Value shall be above Ten Pounds *per Annum*, at a Rate not exceeding Ten Shillings *per Annum* ; and for every additional Watercloset or Bath at a Rate not exceeding Half the Rate for such One Watercloset or Bath.

XXXV. Provided always, That the Company shall nor be compelled to supply with Water any Watercloset, 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 Company, and the Return of foul Air or other noisome or impure Matter into the Mains or Pipes belonging to or connected with the Mains or Pipes of the Company.

Company in certain Cases not compelled to supply Water-closets.

XXXVI. A Supply of Water for domestic Purposes shall not include a Supply of Water for Steam Engines or Railway Purposes, or for warming or ventilating Purposes, or for working any Machine or Apparatus, or for Horses, Cattle, or washing Carriages, where such Horses or Carriages are kept by a Dealer for the Purposes of Hire, or for any Trade, Manufacture, or Business whatsoever, or for watering Gardens, or for Fountains, or for any ornamental Purposes whatsoever, or for flushing Sewers or Drains.

What shall be deemed domestic Purposes.

XXXVII. The Company may supply any Person with Water for other than domestic Purposes at such Rate and upon such Terms and Conditions as may be mutually agreed on between the Company and such Persons.

Water for other than domestic Purposes.

XXXVIII. Whenever by reason of the Elevation of any Premises it shall be difficult to afford a continuous and constant Supply of Water thereto without the Intervention of a Cistern, the Owner or Occupier of any such Premises shall, if required by the Company, provide a proper Cistern or other Receptacle for the Water with which he shall be so supplied, with an efficient Ballcock or other like Apparatus ; and the Surveyor or any other Person acting under the Authority of the Company may, between the Hours of Nine of the Clock in the Forenoon and Four of the Clock in the Afternoon, enter into any House

Cisterns to be supplied with proper Ballcocks, &c. and Company empowered to enter Houses in certain Cases.



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House in order to examine if there be any Waste, Misuse, or undue Consumption of Water by means of any Overflow Spout, Waste Pipe, or other Means or Contrivance; and in case any such Waste, Misuse, or undue Consumption of Water shall be found to exist, or shall be deemed likely to occur from the Use of any such Overflow Spout, Waste Pipe, or other Means or Contrivance, it shall be lawful for such Surveyor or other Person to give Notice to the Person so supplied with Water either to repair and amend or to remove such Overflow Spout, Waste Pipe, or other Means or Contrivance; and if the same shall not be forthwith repaired and amended or removed in accordance with such Notice, it shall be lawful for the Company immediately thereafter to turn off the Water from the House, and to cease to supply the same with Water.

No Inhabitant to tap, or interfere with any Main of the Company.

XXXIX. The Brass Ferule or other Medium of Connexion between the Service Pipe of any Inhabitant and any Main or Service Pipe of the Company shall in all Cases be provided and fixed by the Company, who shall be entitled to make and recover a reasonable Charge in respect of the same, and no Inhabitant shall on any Pretence be authorized to tap, break into, or interfere with any Main or Service Pipe of the Company unless the Company shall have neglected or refused to make such Connexion after Five Days Notice left at the Company's Office requiring such Connexion to be made: Provided always, that no Inhabitant, except the Owner or Occupier of a Dwelling House laying any Service Pipe for the Supply of such Dwelling House, or other Person entitled to demand a Supply of Water under the Provisions of "The Waterworks Clauses Act, 1847," shall be entitled to have any Service Pipe connected with any Main or Service Pipe of the Company, except he shall have agreed with the Company for a Supply of Water to his Buildings and Premises.

Costs to be included in Distress Warrant.

XL. Any Justice who shall issue any Warrant of Distress for the Recovery of any Rate or other Moneys payable under this Act or any Acts or Parts of Acts incorporated herewith may order that the Costs of the Proceedings for the Recovery of such Rates or other Moneys shall be paid by the Person liable to pay such Rates or other Moneys, and such Costs shall be ascertained by such Justice, and levied by Distress, and the Amount thereof shall be included in the Warrant of Distress for the Recovery of such Rates or other Moneys.

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

XLI. Notwithstanding anything in this Act contained, the Company may from Time to Time, and in addition to the other Lands and Premises which they are by this Act authorized to take, but only by Agreement with the Owners of any Lands, Waters, and Streams, and with the Consent of the Parties interested in and entitled to sell the same, which the Company from Time to Time require for the  
Purposes



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Purposes of this Act, purchase such Lands, Waters, and Streams, or the User thereof, and any Easement, Power, or Authority in or over the same, on such Terms as may be mutually agreed on.

XLII. All Persons by this Act empowered to convey Lands to the Company shall have full Power, for the Purposes of this Act, to grant to the Company any Easement, Power, or Authority in or over such Lands, Waters, or Streams.

Power for  
Owners to  
grant Easements.

XLIII. Whereas a Plan and Section of the Waterworks proposed to be constructed, altered, varied, extended, or enlarged under the Provisions of this Act, and also a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands in or through which the same are intended to be made or to pass, have been deposited with the Clerk of the Peace for the West Riding of the County of *York*: Be it enacted, That it shall be lawful for the Company, subject to the Provisions and Restrictions in this and the incorporated Acts contained, to construct, alter, vary, extend, enlarge, and maintain the said Waterworks in the Line and on the Levels and upon the Lands delineated on the said Plan and Section and described in the said Book of Reference, and to enter upon, purchase, take, and use such of the Lands, Buildings, Streams, and Waters mentioned in the said Plan and Book of Reference as shall be necessary for that Purpose, or to agree for and take a Grant of any Easement, Right, Privilege, Power, or Authority in, to, through, under, or over the same, and to take from such Streams such Water as the Company may require for the Purposes of this Act: Provided always, that in constructing, altering, or enlarging (as the Case may be) the said Works, the Company may deviate to any Extent from the said Line and Levels not exceeding the Limits of lateral Deviation shown on the said Plan and Three Feet from the said Levels; provided, that in the Construction of the Works by this Act authorized the Company shall carry the Catchwater Drain shown upon the said Plan from *Foreside* to the *Stubden* Reservoir to the Westward of a Reservoir shown upon the said Plan in the Close numbered 24 in the said Township of *Thornton* and Parish of *Bradford*, and belonging or claimed to belong to Mr. *Jonathan Knowles*, and that nothing herein contained shall authorize the Company to take, use, or interfere with the said Reservoir or any Part thereof, or the Water supplying or flowing into the same.

Power to  
make Water-  
works ac-  
cording to  
deposited  
Plan.

XLIV. The Powers of this Act for the compulsory Purchase of Land shall not be exercised after the Expiration of Three Years from the passing of this Act.

Powers for  
compulsory  
Purchase of  
Lands  
limited.



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Period for  
Completion  
of Works.

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

Company  
not to divert  
certain  
Springs in  
Manning-  
ham.

XLVI. Nothing in this Act or in any Act incorporated therewith contained shall authorize or empower the Company to take or use a certain Spring arising or issuing in or from the Park or Paddock of *Heaton Hall* in the Parish of *Bradford*, and thence flowing near to a Place called "*The Syke*" and along the Boundary of the Municipal Borough of *Bradford* to and into a certain Deer Park and Lands held with and forming Part of the *Manningham Hall* Estate in the said Parish of *Bradford*; nor a certain other Spring arising in the Township of *Manningham* in the said Parish of *Bradford* at or near the Public Highway leading from *Bradford* to *Heaton*, and flowing from thence to the Mansion House and Premises of the *Manningham Hall* Estate aforesaid.

Agreement  
with the  
Duke of  
Devonshire,  
dated 20th  
Dec. 1853;

XLVII. Whereas the Construction of the Works by this Act authorized will materially interfere with and affect the Estates and Property of the Most Noble *William Spencer* Duke of *Devonshire* at and near to *Bolton Abbey* in the West Riding of the County of *York*: And whereas, for the Purpose of settling the Compensation to be made to the said Duke for the Injury to and Interference with his Estates at *Bolton Abbey* aforesaid, and to make Provision for certain Matters required by the said Duke as the Condition of his Assent to such Interference with his Estates and Property aforesaid, a certain Deed of Agreement was entered into, bearing Date the Twentieth Day of *December* One thousand eight hundred and fifty-three, made between the said Company of the one Part, and the said Duke of *Devonshire* of the other Part, and it has been agreed that such Deed shall be made binding upon the said Company under the Provisions of this Act: Be it therefore enacted, That the said Agreement of the Twentieth Day of *December* One thousand eight hundred and fifty-three, and all and every the Clauses, Matters, and Things therein contained, shall be binding upon the said Company, their Successors and Assigns, who are hereby empowered and required to carry the same into effect, and at all Times hereafter to abide by, perform, and fulfil the same in all respects whatsoever.

also the  
Agreement  
with Sir  
Richard  
Tufton,

XLVIII. And whereas the Construction of the Works by this Act authorized will interfere with and affect the Estate and Property of Sir *Richard Tufton* of *Hothfield* in the County of *Kent*, Baronet, situate in *Silsden* aforesaid: And whereas an Agreement, bearing Date the



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the First Day of *May* One thousand eight hundred and fifty-four, has been entered into between the said Sir *Richard Tufston* and the Company for settling the Compensation to be made to the said Sir *Richard Tufston* for all Injury to and Interference with his said Estate and Property, and defining certain Matters required by the said Sir *Richard Tufston* as the Condition of his Assent to such Interference, and it has been agreed that such Agreement should be made binding upon the said Company under the Provisions of this Act: Be it therefore enacted, That the said Agreement of the First Day of *May* One thousand eight hundred and fifty-four, and all and every the Clauses, Matters, and Things therein contained, shall be binding upon the Company, their Successors and Assigns, who are hereby empowered and required to carry the same into effect, and at all Times hereafter to abide by, perform, and fulfil the same in all respects whatsoever.

dated 1st  
May, 1854,  
to be binding  
upon and to  
be carried  
into effect  
by Company.

XLIX. It shall not be lawful for any Person other than the Company to divert, alter, or appropriate in any other Manner than by Law they may be legally entitled any of the Waters supplying or flowing from certain Streams and Springs called "*Many Wells*," arising or flowing in and through a certain Farm called *Trooper* or *Many Wells* Farm in the Township of *Willsden* in the Parish of *Bradford*, or to sink any Well or Pit, or do any Act, Matter, or Thing whereby the Waters of the said Springs might be drawn off or diminished in Quantity; and if any Person shall illegally divert, alter, or appropriate the said Waters or any Part thereof, or sink any such Well or Pit, or shall do any such Act, Matter, or Thing whereby the said Waters may be drawn off or diminished in Quantity, and shall not immediately on being required so to do by the Company repair the Injury done by him, so as to restore the said Springs and the Waters thereof to the State in which they were before such illegal Act as aforesaid, he shall forfeit to the Company any Sum not exceeding Five Pounds for every Day during which the said Supply of Water shall be diverted or diminished by reason of any Work done or Act performed by or by the Authority of such Person, in addition to the Damage which the Company may sustain by reason of their Supply of Water being diminished.

Penalty for  
diverting  
Water from  
the Springs  
called  
"Many  
Wells  
Springs."

L. No Rights of fishing or fowling and otherwise sporting in, over, or upon any of the Reservoirs of the Company already existing or granted or to be hereafter claimed or conferred by this Act, or otherwise, shall be exercised so as to foul the Water of any such Reservoirs, nor shall such Rights in anywise interfere with the Right, Power, and Authority of the Company, or of the Owners, Lessees, and Occupiers of Mills and Works interested in any such Reservoirs, at all Times to draw off the Water from the said Reservoirs, and to do all such Acts, Matters, and Things whatsoever as may be expedient or necessary for cleansing

Rights of  
fishing not  
to be exer-  
cised so as  
to foul the  
Water, or to  
interfere  
with the  
Authority of  
the Com-  
pany.



*The Bradford Waterworks Act, 1854.*

cleansing and repairing the said Reservoirs and Works connected therewith, and for preventing the Water therein from being fouled, or, as respects any Reservoir containing Water to be used for the domestic Supply of any Houses within the Limits of this Act, for preventing the Accumulation of Fish to such an Extent as to affect the Quality of the Water therein.

The Water of certain Streams not to be appropriated till a Reservoir is constructed and filled with Water.

LI. The Company shall not, except with the Consent in Writing of the Owners and Occupiers of Mills on the *Hewenden* or *Harden Beck*, use, divert, interfere with, detain, or appropriate for the Supply of the Inhabitants within the Limits of this Act any of the Waters which now flow or pass, or which but for the passing of this Act would have flowed or passed, to or into the *Hewenden* or *Harden Beck* above a certain Reservoir belonging to the Company called *Hewenden* or *Harden* Reservoir, unless and until it shall have been certified by Two Justices that a certain Reservoir by this Act authorized to be constructed near *Doe Park* at the Confluence of the *Denholme* and *Carperley Becks*, in the Township of *Thornton* and Parish of *Bradford*, has been completed and filled with Water, and that such Reservoir is capable of containing One hundred and ten millions of Gallons of Water at the least; and the Company, before applying to the Justices for such Certificate, shall give Ten Days Notice to the said Owners, Lessees, and Occupiers of such intended Application, to the Intent that the said Owners, Lessees, and Occupiers may, if they think fit, be heard thereupon before the said Justices.

Millowners on *Hewenden Beck* to be compensated if injured.

LII. If at any Time within Six Years after the Execution of the Works at or near *Hewenden* by this Act authorized, and the Appropriation under this Act of the Springs and Streams of Water flowing into or towards the *Hewenden* Reservoir, or any of them, the Supply of Water from that Reservoir to the several Mills of *William Busfeild Ferrand*, *Abraham England*, *John Anderton*, and *Matthew Henry Wilkinson* respectively, situated on the *Hewenden* or *Harden Beck* below such Reservoir, shall by reason of such Works or Appropriation be less than the average Supply of Water from that Reservoir heretofore enjoyed and fairly required for the beneficial working of those Mills, then the said *William Busfeild Ferrand*, *Abraham England*, *John Anderton*, and *Matthew Henry Wilkinson*, or other the Owners of those Mills, or any Mills built on the Sites thereof respectively, and also the Lessees or Occupiers of such Mills, shall respectively be compensated by the Company for all Injury, Loss, or Damage thereby sustained or to be sustained, and such Compensation shall in every Case be claimed within such Six Years, and be ascertained in manner herein-after mentioned: Provided always, that when

any



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any such Compensation to any such Owner, Lessee, or Occupier respectively for any such Injury, Loss, or Damage to or in respect of any such Mill has been paid, the said Company shall not be liable thereafter to make any Compensation to the same or any other Owner, Lessee, or Occupier, as the Case may be, of the same Mill, or any Mill built on the Site thereof, for any such Injury, Loss, or Damage subsequently so happening to or in respect of such Mill; provided also, that where the same Party is Owner and Lessee or Owner and Occupier of any such Mill, he shall be entitled to and shall be compensated by the Company for all Injury, Loss, or Damage sustained or to be sustained both as such Owner and as such Lessee or Occupier; provided also, that the Company shall not be responsible for nor shall they make Compensation for any Injury, Loss, or Damage which may be occasioned by the Regulations or by the Acts or Defaults of the Millowners, Lessees, or Occupiers under whose Control the Management of the said *Hewenden* Reservoir and the said Compensation Reservoir proposed to be constructed at or near to *Doe Park* is vested; provided also, that in case the Company shall in any Year make up or contribute towards the average Supply of Water heretofore enjoyed from the said *Hewenden* Reservoir and fairly required for the beneficial working of the said Mills, or any Deficiency which might be likely to arise therein by limiting the Supply of Water to *Bradford*, and turning the same from their intended Store Reservoir on *Thornton Moor* into the *Hewenden* Reservoir or the intended *Doe Park* Reservoir, then such Year shall not be taken or deemed to be One of the Six Years within which any Claim for Compensation is to be limited, but such Term shall be proportionately extended; provided always, that the mere overflowing of such Store Reservoir, or the Feeders thereof, into the *Hewenden* Reservoir or the said intended *Doe Park* Reservoir in consequence of Floods, shall not be taken or deemed to be a limiting of the Supply of Water to *Bradford*.

LIII. The Extent of the said Injury, Loss, or Damage, if any, and the Amount of Compensation lastly herein provided to be paid to any such Owner, Lessee, or Occupier respectively, shall be ascertained, in case of Dispute, in the same Manner as other Compensation to *William Busfeild Ferrand* is by this Act directed to be ascertained and determined: Provided always, that all Costs of and incident to any Inquiry for ascertaining whether any or what Amount of Compensation shall be due and payable in respect of any Injury, Loss, or Damage so sustained or alleged to have been sustained by any such Owner, Lessee, or Occupier respectively shall be borne and paid by the Company if the Verdict or Award to be made in respect thereof, as the Case may be, shall be found or given for the Claimants, or by the Claimants for Compensation if such Verdict or Award shall be found or given for the Company.

Directing  
how Com-  
pensation  
shall be  
ascertained,  
and by whom  
Costs shall  
be paid.

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Provision  
for the  
Maintenance  
or cleansing  
of the Har-  
den Beck  
Reservoir.

LIV. And whereas under the Powers of the first-recited Act the Company thereby incorporated constructed a Reservoir of sufficient Dimensions and Extent to contain Eleven millions of Cubic Feet of Water at the least upon the Line or Course of the Stream or Beck called the *Hewenden Beck* or *Harden Beck*, together with certain Valves, Sluices, and other Works in connexion therewith, for the Purpose of furnishing a regular Supply of Water for the Use of Mills and Manufactories between the Point where the Water from the said *Many Wells* Springs entered the said Beck and the Confluence of such Beck with the River *Aire*: Be it enacted, That the said Reservoir, and all Flood-gates, Cloughs, Valves, Sluices, Weirs, Banks, Drains, Spill-waters, Bye-washes, Cuts, Channels, Feeders, Embankments, Puddles, and other Works in connexion therewith shall be kept and maintained in good and substantial Order and Repair, by and at the Expense of the Company, so long as the said Springs are taken or appropriated to the Purposes of this Act, but no longer; and also that the said Reservoir shall, at the like Expense and during the same Period, be cleansed and deepened by the Company, whenever from the Deposit of Rubbish, Gravel, Sediment, or other Matter therein, or from any other Cause, it shall be insufficient or unable to contain the stipulated Quantity of Eleven millions of Cubic Feet of Water at the least.

Appoint-  
ment of an  
Engineer to  
determine  
Amount of  
Reservoir  
Capacity re-  
quired as an  
Equivalent  
for Abstrac-  
tion of  
Waters from  
Springs be-  
longing to  
certain  
Owners of  
Mills, &c.

LV. For the Protection of the several Owners, Lessees, and Occupiers of Mills and Works now erected or which may hereafter be erected on the River *Wharfe* below its Confluence with the River *Dibb*, and as a Means of providing against any Loss of Water to the said Mills and Works, it shall be referred to Sir *William Cubitt*, Civil Engineer, or in case of his Death, Incapacity, or Refusal to act then to some other competent Engineer to be nominated by the Company and the said Owners, Lessees, and Occupiers, or in case the Parties cannot agree upon such Engineer then to some Hydraulic Engineer to be named by the Board of Trade, or in case of their Refusal by the President for the Time being of the Institution of Civil Engineers, on the Application of either of the said Parties, (after Three Days Notice of the intended Application given to the other of such Parties,) to ascertain and, after hearing both Parties or their Agents and such Evidence as they may respectively adduce, and by taking or directing to be taken such Gaugings, Inspections, and Examinations as the said Engineer may think necessary, to award and determine what Extent and Amount of Reservoir Capacity (be the same more or less than the Capacity of the Reservoir on the River *Dibb* shown and described on the deposited Plans and Sections) would be a full and fair Equivalent for the Abstraction and Appropriation of and for all the Rights and Interests of the said Owners, Lessees, and Occupiers to and in all the Springs, Streams, and Waters arising and flowing within the Drainage Areas



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Areas in the Parishes of *Kildwicke, Addingham, Skipton, and Burnsall*, in the West Riding of the County of *York*, liable to be interfered with by virtue of this Act, which said Drainage Areas contain together in the whole Seven thousand five hundred and fifty Acres or thereabouts, and are herein-after called the appropriated Areas: Provided always, that the said Sir *William Cubitt* or such other Engineer as aforesaid shall make his Award on or before the Fourteenth Day of *October* next, unless on the Application of either of the Parties to such Reference he shall by Writing under his Hand extend the Time within which such Award may be made; and the said Award, if made within such extended Time, shall be as valid and have the same Effect to all Intents and Purposes as if made on or before the said Fourteenth Day of *October*.

Award to  
be made on  
14th October  
1854.

LVI. If the Extent and Amount of Reservoir Capacity which the said Sir *William Cubitt* or such other Engineer as aforesaid shall award and determine would be such full and fair Equivalent as aforesaid shall be greater than can be provided on the River *Dibb* under the Authority of this Act, he shall award what Size and Capacity of Reservoir within the Powers of this Act shall be provided on the River *Dibb*, and shall award further that such Portion of the said appropriated Areas, and such and so many of the said Springs and Streams arising and flowing within the same as he may think fit and shall specify in his Award, shall be reserved to the said Owners, Lessees, and Occupiers; and it shall not be lawful for the Company to divert, impound, or appropriate any of the said Springs or Streams, or interfere with such Portion of the said appropriated Areas so reserved as aforesaid, unless and until the Company shall have been authorized by Law permanently to provide, and shall by virtue of such Authority actually have provided, in some Situation to be approved of by the said Sir *William Cubitt* or such other Engineer as aforesaid, where it may be available to the whole of the Mills and Works which would be affected by such Diversion, Impounding, and Appropriation, such additional Extent and Amount of Reservoir Capacity as may be necessary to make up the full Extent and Amount of Reservoir Capacity which shall have been so determined and awarded as such full and fair Equivalent as aforesaid: Provided always, that any Works to be constructed near to any of the said Springs and Streams, or within any Portion of the appropriated Areas (if any) which may be so reserved as aforesaid, shall be constructed so as not to admit of Abstraction or Diversion of any of the Waters so reserved as aforesaid.

If more Re-  
servoir Capa-  
city required  
than the Ca-  
pacity of Re-  
servoir on  
the Plans,  
the Award  
to specify  
what  
Springs, &c.  
should be  
reserved to  
Millowners.

LVII. And whereas a Map has been prepared and signed by *Joseph Thompson* the Law Clerk of the Company, and Messieurs *Shaw and Tennant*, acting on behalf of the Owners, Lessees, and Occupiers of Mills and Works on the River *Wharfe*, wherein the said appropriated

Map of  
Drainage  
and Compen-  
sation Areas  
to be depo-  
sited with  
Clerk of the  
Peace, &c.

*The Bradford Waterworks Act, 1854.*

appropriated Areas are tinted Pink, and the Drainage Area in the Parishes of *Burnsall, Linton, and Kirkby Malzeard*, containing Seven thousand three hundred and ninety Acres, or thereabouts, hereinafter called the Compensation Area, is tinted Green: Be it enacted, That such Map shall be deposited with the Clerk of the Peace of the West Riding of the County of *York*, and shall be kept with the said deposited Plan and Section of the proposed new Works, and shall be open for Inspection, and Copies thereof or Extracts therefrom may be made in like Manner and upon the same Terms as the said Plan and Section are open for Inspection, and Copies thereof or Extracts therefrom may be made.

Award of Engineer to be deposited and open to Inspection.

LVIII. The Award of the said Sir *William Cubitt*, or of such other Engineer as aforesaid, shall be in Writing under his Hand, and shall be deposited with the Clerk of the Peace for the West Riding of the County of *York*, who shall permit any Person to inspect the same within the usual Office Hours on Payment of One Shilling, and duly certified Copies thereof shall be admitted in Evidence; and all the Costs and Charges of and incident to the said Reference, and of making and depositing such Award, and the Charges and Expenses of the said Sir *William Cubitt*, or of such other Engineer as aforesaid, shall be paid by the Company.

Costs to be paid by the Company.

Gauges to be constructed by the Company.

LIX. The said Sir *William Cubitt*, or such other Engineer as aforesaid, shall have Power to award and determine the Number and Position of the Weirs, Gauges, and other Works which the Company shall construct in connexion with any Reservoir to be constructed for the Compensation of the Owners, Lessees, and Occupiers of Mills and Works on the River *Wharfe*, and such Owners, Lessees, and Occupiers may have Access thereto at all Times, by themselves, their Agents and Servants, for the Purpose of measuring and gauging the Quantity of Water from Time to Time passing over the same, and for ascertaining the State of Repair thereof.

Streams or other Waters not to be appropriated until Reservoir on the *Dibb* completed.

LX. It shall not be lawful for the Company to divert, impound, interfere with, or appropriate any Springs, Streams, or Waters within the said appropriated Areas until it shall be certified by Two Justices, after Notice as herein-after provided, that the Reservoir upon the River *Dibb*, of such Extent and Capacity as shall be awarded by the said Sir *William Cubitt* or such other Engineer as aforesaid, and the Gauges, Weirs, and other Works connected therewith herein required to be constructed and maintained by the Company, are respectively made and completed, and that the Reservoir has been filled with Water; and the Company, before applying to the Justices for such Certificate as aforesaid, shall give Ten clear Days Notice to the said

Owners,



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Owners, Lessees, and Occupiers of such intended Application that the said Owners, Lessees, and Occupiers may, if they think fit, be heard thereupon before the said Justices.

LXI. If the Company shall construct and for ever hereafter keep in repair, in manner herein mentioned, the Reservoir and Reservoirs, of the Extent and Amount of Capacity to be awarded as herein mentioned, and all and every the Weirs, Gauges, and other Works connected therewith, and shall in all other respects fulfil the Award of the said Sir *William Cubitt*, or such Engineer as aforesaid, then the same shall be accepted and taken by the Owners, Lessees, and Occupiers of Mills and Works on the River *Wharfe* as full Compensation for the Diversion and Appropriation thereof, or such of the said Springs, Streams, and Waters, or such Portion of the said appropriated Areas as may not be so reserved to the said Owners, Lessees, and Occupiers, and for all the Rights and Interests of the said Parties in such Springs, Streams, and Waters respectively.

Reservoirs,  
&c. to be full  
Compensation.

LXII. Nothing herein contained shall be construed to authorize the Company to interfere with any of the Springs, Streams, or Waters now arising or flowing within or into the Compensation Area in the said Map tinted Green, or within or into or contained within or in the Reservoir or Reservoirs to be awarded and constructed as aforesaid, so as to injure or prejudice the Owners, Lessees, or Occupiers of Mills and Works interested in such Reservoir or Reservoirs, or to deprive them of the full Benefit of the Compensation intended to be provided for them by means of any such Reservoir: Provided always, that it shall be lawful for the *Yorkshire Mining Company* to divert the *Grimwith Beck* in manner in this Act mentioned, without any Let or Hindrance from the Owners, Lessees, and Occupiers of Mills and Works on the said River *Wharfe*; provided nevertheless, that the Waters of the *Grimwith Beck* that may be so diverted be returned into the said *Grimwith Beck*, or some Stream of Water flowing into the same, within the Site or higher up than the Embankment of the said Reservoir.

Drainage  
Area on the  
Dibb not to  
be interfered  
with.

LXIII. The Word or Expression "the Undertakers" in the Fourteenth Section of "The Waterworks Clauses Act, 1847," shall, as respects the Springs, Streams, and Waters within the said Compensation Area tinted Green on the Map herein referred to, and within any other Drainage Area which may be provided for compensating the said Owners, Lessees, and Occupiers of Mills and Works on the River *Wharfe*, be taken and deemed to mean the said Owners, Lessees, and Occupiers who as respects all such Springs, Streams, and Waters shall be entitled to and shall have all the Rights, Privileges, and Remedies

As respects  
Protection of  
Waters of  
Compensation  
Areas,  
Millowners  
to be deemed  
the Undertakers.

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Remedies thereby conferred or intended to be conferred on such Undertakers.

Nothing to authorize the making of any Reservoir other than as on deposited Plans.

LXIV. Nothing herein contained shall be held or construed to authorize the Company to make any Reservoir for collecting, impounding, or storing Water, whether for the Purpose of making Compensation for the Abstraction of Water or otherwise, other than and except such Reservoirs as are described upon the deposited Plans, nor to make any of the Reservoirs so described of larger Dimensions than would be in accordance with the Sections thereof respectively deposited with the said Plans and the Powers of Deviation granted by this Act.

Company to pay Rates of Reservoirs.

LXV. All Rates, Assessments, and Impositions, whether parochial or otherwise, which shall or may at any Time hereafter be assessed or imposed upon any of the said Reservoirs or other Works, or upon the Dwelling House to be appropriated to the Residence of the Superintendent or Keeper of any such Reservoir in whose Occupation soever the same may be assessed or rated, shall be borne and paid by the Company; provided, that if any such Reservoir, Works, or Dwelling House shall be assessed or rated in the Names of the Occupiers of any of the said Mills or Works, and the Occupiers thereof shall be called on to pay the same, then the Company shall be bound to reimburse such Occupiers to the full Amount of the Rate or Assessment so paid, and all Costs, Charges, Damages, and Expenses attending the same or consequent thereon.

Power for Justices to order Repair of Reservoirs, and in certain Cases to direct the Water therein to be lowered.

LXVI. And in order to provide against Accidents to Life or Property by the bursting of any impounding Reservoir authorized to be made or maintained under the Provisions of this Act, be it enacted, That whenever it shall be represented to Two Justices by the Owners or Occupiers of any Dwelling House, Mill, or Factory situate below any such Reservoir, and so as to be in danger of being destroyed or injured by the Water of such Reservoir in case it should escape therefrom, that the Embankment by which the Water is retained in such Reservoir is in a dangerous State, such Justices shall forthwith make Inquiry into the Truth of such Representation, and if they shall be satisfied that such Embankment is in a dangerous State they shall, by Writing under their Hands, order and require the Company, within a Time to be specified in such Writing, to put such Embankment into a proper State of Repair or construct such Works as may be necessary to remove the Danger; and in case the Company shall not within the Time so limited, and to the Satisfaction of the Justices who shall have made such Order, or of any other Two Justices, have repaired the said Embankment or constructed the said Works, or in case upon receiving such Representation as aforesaid the Justices shall consider the Danger

to

*Repeated  
by 21 & 22 Vict.  
c. lxxvi.*



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to be so imminent as not to admit of Delay, they may, if they shall think fit, by Writing under their Hands order and direct the Officer in charge of such Reservoir, or any other Person or Persons whom they may think proper, to enter upon the Premises of the Company, and to open the Sluices of such Reservoir, or otherwise to let off so much of the Water from such Reservoir as may be necessary to remove the Danger and to keep the Water in such Reservoir at the reduced Level until the said Embankment shall have been repaired or such Work as aforesaid shall have been constructed to the Satisfaction of the Justices who shall have made such Order, or any other Two Justices, and which Two Justices shall signify their Satisfaction by Writing superseding such Order, or until such Order shall be superseded upon Appeal as herein-after mentioned ; and such Order may be in the Form or to the Purport and Effect following ; (that is to say,)

‘ To A.B.

‘ WE, the undersigned Two of Her Majesty’s Justices of the Peace,  
 ‘ acting in and for the West Riding of the County of York, do  
 ‘ hereby order and direct you and such Person or Persons as you  
 ‘ may require to aid and assist you herein, forthwith to do all  
 ‘ such Acts as may be necessary to lower the Water in a certain Reser-  
 ‘ voir known as the Reservoir  
 ‘ by the Space of Feet or thereabouts, and to keep  
 ‘ the same at that Level until you shall be further instructed by us,  
 ‘ or by Two other Justices of the Peace acting in and for the said  
 ‘ Riding, and you shall do as little Injury as possible to the Property  
 ‘ of the Company ; and in acting in obedience to the Premises this  
 ‘ shall be your sufficient Warrant. Given under our Hands this  
 Day of in the Year of our Lord

‘ (Signed) C.D.  
 ‘ E.F.’

And no Person acting under and in pursuance of such Order shall be deemed a Trespasser ; and any Person who shall obstruct or prevent such Person in the Discharge of such Order, or shall wilfully do any Act in contravention of such Order, shall for every such Offence be liable to a Penalty not exceeding Fifty Pounds : Provided always, that, except where the Urgency of the Case will not admit of the Delay, the Justices, before making an Order to repair any such Embankment, or to construct any Works as aforesaid, or to lower the Water in any such Reservoir, shall cause Notice to be given to the Company, and shall hear and consider any Evidence that may be tendered on behalf of the Company against the making of such Order ; provided also, that if the Company shall consider themselves aggrieved by any such Order they may appeal against the same to any Quarter Sessions, upon giving to the Justices who shall have made such Order Three Weeks Notice in Writing of the Grounds of such Appeal ;  
 and

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and the Court of Quarter Sessions shall hear and determine such Appeal, and may either confirm or supersede the Order of the said Justices as they may think proper, but until such Order shall be superseded it shall continue in full Force; and all the Costs, Charges, and Expenses of applying for, obtaining, and enforcing such Order shall be borne by the Company, unless the Justices making the Order shall direct such Costs, Charges, and Expenses, or a proportionate Part of them, to be borne by the Parties applying for such Order, which they are hereby authorized to do, and the Costs of any such Appeal as aforesaid shall be in the Discretion of the said Court of Quarter Sessions.

Company to  
be liable for  
all Damages  
consequent  
on the burst-  
ing of any  
Reservoir.

LXVII. The Company shall, from Time to Time and at all Times hereafter, pay and make good to the Owners, Lessees, and Occupiers of the said Mills and Works, and to every other Person whomsoever, all Loss, Costs, Damages, and Expenses whatsoever, and all Injury of what Nature or Kind soever, as well immediate as consequential, which they or any of them may suffer, sustain, pay, incur, or be put unto by reason or in consequence of the bursting, breaking down, or giving way of any Reservoir already constructed or that may hereafter be constructed by the Company, or any Embankment, Puddling Pier, or Goit thereof, or of any Part thereof, or of any Flood-gate, Clough, Pipe, Valve, Sluice, Weir, Drain, Spill-gate, Bye-wash, Cut, Channel, Feeder, or other Work connected therewith, or from the improper Construction of any such Reservoir and Works, or any of them, or from the Want of Repair thereof or of any Work connected therewith, or by reason or in consequence of any Stoppage or Delay in the working of any of the said Mills and Works, or of any Loss of Water Power which may be occasioned in and about the making, constructing, maintaining, and keeping in repair of any of such Reservoirs or other Works as aforesaid, whether the same shall result from any Act or Negligence of the Company or their Agents, Servants, or Workmen, or from any inevitable Accident, or from the lowering of the Water (whether pursuant to any such Order as aforesaid or otherwise).

The Compens-  
ation Reser-  
voirs to be  
maintained  
and cleansed  
by the Com-  
pany.

LXVIII. Every Compensation Reservoir already constructed or which may hereafter be constructed by the Company, and all Sluices, Weirs, Gauges, Flood-gates, Cloughs, Valves, Banks, Drains, Spill-waters, Bye-washes, Cuts, Channels, Feeders, Embankments, Puddles, and other Works connected therewith shall be respectively kept and maintained in good and substantial Order and Repair by and at the Expense of the Company so long as any of the Waters, Springs, or Streams in respect of which such Reservoirs have been respectively provided as Compensation shall be taken or appropriated for the Purposes of this Act, but no longer; and each such Reservoir shall, at the like Expense and during the same Period, be cleansed and deepened



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deepened whenever from the Deposit of Rubbish, Gravel, Sediment, or other Matter therein, or from any other Cause, it shall be insufficient or unable to contain the requisite Quantity of Water for affording the Compensation for which such Reservoir was constructed, and as regards the Reservoir or Reservoirs for providing Compensation for Mills and Works on the River *Wharfe*, in case the same shall, from such Deposit as aforesaid, not afford the full Extent and Amount of Reservoir Capacity that shall have been so awarded as aforesaid.

LXIX. If the Company and the Owners and Occupiers of the Mills and Manufactories on the said *Hewenden* or *Harden Beck* or on the said River *Wharfe* should at any Time differ in Opinion as to the Necessity of cleansing or deepening the said existing Reservoir, or any of the said Reservoirs for providing Compensation for Mills and Works on the River *Wharfe* or on the said *Hewenden* or *Harden Beck*, as the Case may be, such Dispute shall be settled by Arbitration in manner herein-after provided with reference to the Rules and Regulations to be made for regulating and managing the said Reservoirs.

Differences  
as to clean-  
ing to be  
settled by  
Arbitration.

LXX. In cleansing any of the said Reservoirs from Time to Time as herein-before mentioned the said Company shall and they are hereby required to take and remove from and out of the Reservoir to be cleansed all the Mud and other Deposit therein, and place the same on the Sides of the Reservoir or on some other convenient Place, and shall not at any Time permit or suffer such Mud or Deposit, or any Part thereof, to be thrown or washed out of any of the said Reservoirs or from the Sides thereof into any of the said Rivers and Becks, or be allowed to pass from the same.

As to Mode  
of cleansing.

LXXI. It shall be lawful for the Company, their Agents, Servants, and Workmen, to draw and let off the Water of any Compensation Reservoir already constructed or hereafter to be constructed by the Company when and so often as it shall be necessary for the Purpose of repairing and keeping in repair such Reservoir and the Dams, Banks, Goits, Trunks, Channels, Water Gates, Pipes, Valves, and other Works appertaining thereto, or any Part or Parts thereof respectively; the Company in drawing off the said Water doing no Damage thereby, and making full Compensation to the said Owners and Occupiers of Mills interested in such Reservoir and all other Persons for any Loss or Damage that may be thereby sustained by them, and using all convenient Speed in making the necessary Repairs.

The Com-  
pany may  
draw off the  
Water, to  
enable them  
to repair  
Reservoir.

LXXII. The Company shall from Time to Time appoint a proper Person as Superintendent or Keeper of each of the Compensation Reservoirs

Company to  
appoint a  
proper Per-

[Local.]

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son for regu-  
lating the  
Supply of  
Water from  
the Reser-  
voirs.

Reservoirs and Works, with a competent Salary to be paid by them, for the Protection and Management of the same, who shall at all Times reside in a Dwelling House to be built or provided near to the Reservoir, and who shall draw up and put down and otherwise manage and regulate the said Cloughs, Sluices, Valves, Weirs, Gauges, and other Works, and mete out the Water for the Use of the Mills and Manufactories interested in the Reservoir, according to written Instructions to be drawn up for the Purpose by the Parties in the Manner herein-after mentioned; but in case such Superintendent or Keeper shall neglect or refuse to attend to or comply with such written Instructions as aforesaid, he shall, on Complaint being made to the Company and Proof given by any of the Owners, Lessees, or Occupiers of such Mills or Manufactories of such Neglect or Refusal, be forthwith dismissed by the Company, who shall without Delay appoint some other Person in his Stead, and such other Person shall be liable to be dismissed in like Manner on a like Complaint being made and proved against him: Provided always, that the Company shall not be obliged to appoint a Superintendent or Keeper nor to erect any Dwelling in respect of the said intended Reservoir at or near *Doe Park*, so long as such Reservoir shall be under the Superintendence and Charge of the Person to be from Time to Time appointed to take charge of the said existing Reservoir on the *Harden Beck*.

Reservoir  
Keepers to be  
approved by  
Owners, &c.  
and shall  
keep a Regis-  
ter, &c.

LXXIII. The Person to be from Time to Time appointed as Superintendent or Keeper of any of the said Reservoirs provided or to be provided for affording Compensation to the Owners, Lessees, and Occupiers of Mills and Works on the River *Wharfe* and on the *Hewenden Beck* shall be appointed subject to the Approval of the said Owners, Lessees, and Occupiers; and such Person shall keep in a Book to be provided by the Company for that Purpose an accurate daily Register showing the Height of Water in such Compensation Reservoir, and the Flow or Discharge of Water thereinto and therefrom, and such Register shall be open to the Inspection of the said Owners, Lessees, and Occupiers, or any of them, or of any Party duly deputed by them or any of them, at all reasonable Times; and a certified Copy of such Register shall, when required, be furnished to such Person as the said Owners, Lessees, and Occupiers shall from Time to Time appoint; and a printed Copy of the Rules and Regulations which may be made from Time to Time for regulating the Flow of Water from any such Reservoir, and the Management thereof, shall be forthwith sent to each of the said Owners, Lessees, and Occupiers.

Power to  
Owners, &c.  
of Mills to

LXXIV. It shall be lawful for the Owners, Lessees, and Occupiers for the Time being of the several Mills and Manufactories now or hereafter



*The Bradford Waterworks Act, 1854.*

hereafter to be erected on the said *Hewenden* or *Harden Beck*, so far as relates to the said existing Compensation Reservoir on that Beck, and so far as relates to the said intended Compensation Reservoir near *Doe Park*, and who are herein-after referred to as Owners, Lessees, and Occupiers interested in such Reservoir, and for the Owners, Lessees, and Occupiers for the Time being of the several Mills and Manufactories now or hereafter to be erected on the River *Dibb*, and on the River *Wharfe* below the Point where the River *Dibb* enters the same, so far as relates to any Compensation Reservoir or Reservoirs to be constructed for the Mills and Works upon the Rivers *Wharfe* and *Dibb*, and who are herein-after referred to as Owners, Lessees, and Occupiers interested in such Reservoirs, in Public Meeting to be convened for the Purpose in the respective Cases as herein-after mentioned, to make such Rules and Regulations for the Management of the Reservoir and the Sluices, Valves, and other Works connected therewith, and for regulating at all Times the Flow of Water into and from the Reservoir, as they may see fit, and from Time to Time to alter such Rules and Regulations and (so far as relates to the said existing Compensation Reservoir on the *Hewenden* or *Harden Beck*) to alter the existing Rules and Regulations for the Management of that Reservoir and the Sluices, Valves, and other Works connected therewith, and for regulating the Flow of Water into and from that Reservoir, in such Manner as to a Majority of such Owners, Lessees, and Occupiers so assembled shall seem most desirable or advantageous.

make Regulations for the Supply of Water from Compensation Reservoirs, and to alter them from Time to Time.

LXXV. Whenever any of the said Compensation Reservoirs and the several Works connected therewith shall be certified to be completed in manner herein-before mentioned, and before the Water of the Streams in respect of which the Reservoir so completed is intended to afford Compensation shall be in any Manner diverted or appropriated by the Company, the Clerk of the Company shall convene a Meeting of the Owners, Lessees, and Occupiers interested in that Reservoir, for the Purpose of framing such Rules and Regulations as aforesaid, by Notice or Letter signed by him and sent by Post or otherwise delivered to every such Owner or reputed Owner, Lessee, and Occupier at his last known Place of Abode, or at his said Mill or Manufactory, and also by inserting a Copy of such Notice twice in One or more of the *Leeds* Newspapers, which Notice shall state the Time and Place of the said intended Meeting, and the Object for which such Meeting shall be held, and shall be sent and advertised Fourteen Days at the least before the Time fixed for holding such Meeting; and for the Purpose of regulating the Proceedings of the Owners, Lessees, and Occupiers of Mills and Works upon the River *Wharfe* or *Hewenden* or *Harden Beck* it shall be lawful at any Time after the passing of this Act for any Three of the said Owners, Lessees, and Occupiers interested

When any of the Reservoirs completed, Clerk of the Company to convene a Meeting of Owners, &c. to draw up Rules and Regulations.

*Repealed by 21 & 22 Vict. c. 21 & 22.*

*The Bradford Waterworks Act, 1854.*

interested in any such Reservoir to convene a Meeting of all the Owners, Lessees, and Occupiers interested in that Reservoir by Notice, in like Manner as herein-before provided in Cases of Meetings convened by the Clerk of the Company.

*Repealed by 21 & 22 Vict. c. 122*  
 In case of Partnership or Joint Ownerships, One Notice to be sufficient.

LXXVI. Provided always, That in the Case of Partnerships, or where Two or more Parties are interested in respect of the same Premises, any Notice or other Document herein required to be sent to every Owner, Lessee, and Occupier shall be deemed to have been so sent if it has been addressed to any such Firm by the Style or Title under which they may be carrying on Trade, or to the Parties who are by common Report the Owners, Lessees, or Occupiers (as the Case may be) of the Mill or Manufactory conferring the Right to vote in respect thereof.

*do* Owners, &c. may draw up such Regulations.

LXXVII. The said Owners, Lessees, and Occupiers may meet according to such Notice, and may make such Rules and Regulations for the Management of the Reservoir, Sluices, Weirs, Gauges, Valves, and other Works, and for regulating at all Times the Flow of Water into and from the Reservoir, as they may think fit.

*do* Clerk of the Company to convene a Special Meeting on Requisition.

LXXVIII. It shall be lawful for any Three of the Owners, Lessees, or Occupiers (not being interested in respect of the same Premises) interested in any of the said Compensation Reservoirs at any Time, by Notice in Writing under their Hands, to require the Clerk of the Company to call a Meeting of the Owners, Lessees, and Occupiers interested in the same Reservoir for any Purpose connected with the said Reservoir or with the Supply of Water to the said Mills and Manufactories, and the Clerk of the said Company shall, upon Receipt of such Notice, call such Meeting in the Manner herein-before directed.

*do* Three Owners, &c. to constitute a Quorum.

LXXIX. Three at least of such Owners, Lessees, or Occupiers not being interested in respect of the same Premises shall be present in order to constitute a Meeting; and all Resolutions and Decisions which shall be come to at any such Meeting by a Majority of Votes, estimated in manner herein-after prescribed, shall be as valid and effectual as if the whole of such Owners, Lessees, and Occupiers had concurred therein.

*do* Meetings, &c. may be adjourned.

LXXX. The First and any other Meeting of the Owners, Lessees, and Occupiers interested in any of the said Compensation Reservoirs which may be convened under the Authority of this Act may be adjourned from Time to Time and from Place to Place as may be found expedient; provided nevertheless, that if the said Owners, Lessees,



*The Bradford Waterworks Act, 1854.*

Lessees, and Occupiers should omit or neglect to frame such Rules and Regulations at their First Meeting to be so convened as aforesaid, or at the First Adjournment thereof, or in case a Quorum of such Owners, Lessees, and Occupiers shall not be present within Two Hours from the Time fixed for such Meeting or adjourned Meeting, then (the Company having fully completed the Reservoir and other Works in which such Owners, Lessees, and Occupiers are interested in the Manner herein-before directed) it shall be lawful for them thereupon and thenceforward to divert and appropriate for the Purposes of this Act the Water of the Streams in respect of which the Reservoir is intended to provide Compensation: Provided also, that the Business to be transacted at any Meeting where the Rights and Privileges of the Company might be affected by Delay shall not, without the Consent of the Company, be postponed over more than One Adjournment, and such Adjournment shall not take place for a longer Period than Three Weeks; and at the First of such Meetings there shall be entered in a Book to be provided by the Company for that Purpose the Names of the several Owners, Lessees, and Occupiers of Mills and Works upon the said Rivers and Becks, and also the Number of Votes to which each of such Owners, Lessees, or Occupiers claims to be entitled under the Provisions herein-after contained.

LXXXI. At every such Meeting One of the Parties present and entitled to vote shall be appointed Chairman, and such Chairman shall, in case of an equal Division on any Question, have the decisive or Casting Vote in addition to any other Vote or Votes which he may be otherwise entitled to give.

Chairman to be appointed and have a Casting Vote.

LXXXII. At every Meeting of the Owners, Lessees, and Occupiers interested in any of the said Compensation Reservoirs, convened in manner herein-before mentioned, every Owner, Lessee, or Occupier present at such Meeting shall be entitled to give One Vote on any Proceeding or Question in respect of every complete Foot of Fall of Water appropriated as Power to any Mill, Work, or Waterwheel, whether occupied or not, of which he shall be the Proprietor, or which he shall occupy in the Beck or River, and every Matter or Thing which shall be proposed, discussed, or considered in any such Meeting shall be determined by the Majority of Votes then given: Provided always, that in Cases where any Mill, Work, or Waterwheel, shall be jointly owned by Two or more Persons, whether as Joint Tenants, Tenants in Common, or Co-partners, or shall be in the joint Occupation of or leased by Two or more Persons, such Joint Owners, Joint Lessees, or Joint Occupiers, as the Case may be, shall, for the Purpose of voting, be considered as One Owner, or One Lessee, or One Occupier, and shall agree amongst themselves as to the Manner in

Rules and Regulations as to voting.

*The Bradford Waterworks Act, 1854.*

which or as to the Person by whom such Vote or Votes shall be given; provided also, that where any Owner of any such Mill, Work, or Waterwheel shall attend and take a Part in the Proceedings of any Meeting, it shall be lawful for such Owner to vote in respect of the Fall of such Mill, Work, or Waterwheel in case his Tenant shall be absent from such Meeting, or shall waive his Claim to vote; and when the Lessee shall attend such Meeting, and the Occupier shall not be present, the Lessee shall have the Right to vote in respect of such Fall, but in case the actual Occupier of such Fall shall be present, he alone shall have the Right to vote in respect thereof; provided also, that in case the Joint Owners, Joint Lessees, or Joint Occupiers of any Mill or Manufactory cannot agree amongst themselves as to the Manner in which or as to the Person by whom the Vote or Votes in respect of such Mill or Manufactory shall be given, such Vote or Votes shall not be received; provided also, that *William Busfeild Ferrand* of *Saint Ives*, or other the Owner for the Time being of any Mill now his Property which would confer a Right to be present at any such Meeting, shall at all Times be entitled to vote thereat, either personally or by his Agent duly appointed in Writing, and notwithstanding the Presence of the Tenant or Occupier of such Mill; provided that nothing herein contained shall extend to enable both the said *William Busfeild Ferrand* or other the Owner for the Time being of any such Mill as aforesaid and his Tenant to Vote at One and the same Meeting in respect of the same Mill.

*Repealed  
by 61:22*  
Minutes of  
Millowners  
Meetings to  
be kept in  
Books, and  
signed by  
the Chair-  
man.

LXXXIII. The Clerk of the Company shall attend at every Meeting of the Owners, Lessees, and Occupiers interested in any of the said Compensation Reservoirs which shall be convened by him under the Authority of this Act, and shall enter in proper Books, to be provided for that Purpose by the said Company, full Minutes of all the Resolutions which shall be come to at such Meeting, and of all other Proceedings which shall take place thereat, and the Minutes of each Meeting shall be signed by the Chairman of such Meeting; and there shall be Two Minute Books kept, which shall be Transcripts or Copies of each other, both of which shall be signed by the Chairman and shall be considered as Originals, and One of such Books shall be kept by the Clerk of the Company, and the other of such Books shall be kept by such Person as the Owners, Lessees, and Occupiers interested in the Reservoir shall at any of their Meetings appoint to keep the same; and such Entries, when so signed, shall be received as Evidence in all Courts and before all Judges, Justices, and others, without Proof of such Meeting having been duly convened, or of the Persons present at such Meeting being Owners, Lessees, or Occupiers interested in the Reservoir, or of the Signature of the said Chairman, all of which last-mentioned Matters shall be presumed.

LXXXIV. A



*The Bradford Waterworks Act, 1854.*

**LXXXIV.** A fair Copy of the Rules and Regulations to be so made by the Owners, Lessees, and Occupiers interested in any of the said Compensation Reservoirs (in addition to the Copies entered in the Minute Books as herein-before prescribed) shall be written out by the Clerk of the Company, and be signed by the Chairman of such Meeting, which Copy, if such Regulations be accepted and adopted by the Company, shall be posted up in some convenient Place in or near to the Dwelling House of the Superintendent or Person who shall have Charge of the Reservoir to which such Regulations relate.

Duplicate Copies of Regulations to be drawn up and signed by the Chairman.

**LXXXV.** It shall be lawful for the Company, if they shall object to any Rules or Regulations which may have been made by the Owners, Lessees, and Occupiers interested in any of the said Compensation Reservoirs, and whether the same shall have been put in force or not, to give Notice in Writing to the Owners, Lessees, and Occupiers interested in such Reservoir, that they object to and desire to alter or modify such Rules and Regulations, which Notice shall distinctly state the Grounds of the Company's Objections and the Alterations which they desire to have made; and the Clerk of the Company shall convene a Meeting of the Owners, Lessees, and Occupiers interested in such Reservoir in Manner herein-before prescribed, for the Purpose of considering, and, if they shall think fit so to do, of adopting such Alterations, or in the event of their not agreeing to adopt such Alterations, or such a Modification thereof as may remove the Objections of the Company, then for the Purpose of concurring with the Company in adopting such Measures as may be necessary for referring the Matter in dispute to Arbitration in manner herein-after provided.

If the Regulations are not satisfactory to the Company, they may propose to alter them, &c.

**LXXXVI.** For the Purpose of determining any such Dispute by Arbitration as aforesaid, it shall be lawful for the Owners, Lessees, and Occupiers interested in the Reservoir, who shall be present at the Meeting to be convened as aforesaid, or at some Adjournment thereof, either to agree with the Company in the Nomination or Appointment of some competent Person to be sole Arbitrator to decide the Matters in dispute between them, or otherwise to appoint some Person not being interested in the Matter in dispute to act as Arbitrator in their behalf, and to meet an Arbitrator to be appointed by the Company; and the said Two Arbitrators, before proceeding on such Reference, shall appoint some competent Person to act as Umpire between them.

An Arbitrator to be appointed for the Purpose.

**LXXXVII.** If at the Expiration of Two Hours from the Time appointed for such Meeting Three or more of such Owners, Lessees, or Occupiers (not being interested in respect of the same Premises) shall not be present, of which a Declaration under the Hand of the Clerk of the Company entered in the Minute Book herein-before directed

If Owners, &c. fail to meet or to appoint an Arbitrator, Company may refer the

*The Bradford Waterworks Act, 1854.*

Matter to a  
disinterested  
Engineer.

to be kept by him shall be sufficient Evidence, or if the Clerk of the Company shall not be present at such Meeting, or if the Owners, Lessees, and Occupiers present at such Meeting and the Company cannot agree in the Appointment of some One Person to be sole Arbitrator between them, or either of the said Parties shall not at such Meeting, or at some Adjournment thereof, appoint an Arbitrator to act in their Behalf, it shall be lawful for the Board of Trade, on the Application of either of the said Parties, or, in case of their Refusal, for the President for the Time being of the Institution of Civil Engineers, to appoint some Person not interested in the Question to decide the Matter in dispute, and the Award of such Person shall be final and conclusive, and the Rules and Regulations which may be approved of by such Person, being signed by him, shall and may be acted on and shall be of the like Force and Effect as if they had been agreed on between the said Owners, Lessees, and Occupiers and the Company; and all Expenses attendant on any such Reference as aforesaid shall be borne by the Company.

Arbitrators  
to have full  
Power to  
alter or con-  
firm the  
Rules and  
Regulations.

LXXXVIII. Such Arbitrator or Arbitrators, or their Umpire, or such Engineer as aforesaid, shall have full Power and Authority to alter or confirm such Rules and Regulations as they may see fit; and duplicate Copies of such Rules and Regulations, when settled and approved of, and signed by the said Arbitrator or Arbitrators, or by their Umpire, or by such Engineer as aforesaid, shall be furnished to the Company and to the Chairman of the last previous Meeting of the Owners, Lessees, and Occupiers interested in the Reservoir to which such Rules and Regulations relate, or, in his Absence, to some other resident Owner, Lessee, or Occupier interested in the same Reservoir, or to some Person appointed by the said Owners, Lessees, and Occupiers to receive the same.

If Two Arbi-  
trators  
named, they  
must appoint  
an Umpire.

LXXXIX. In case an Arbitrator shall be named by and on behalf of each of the said Parties, such Two Arbitrators shall within Twenty-one Days from the Date of their Appointment, and before they shall have entered upon the Business of the said Reference, proceed to nominate and appoint an Umpire to decide and settle any Differences between them touching the Matters referred to their Arbitration.

If One Arbi-  
trator named,  
to make his  
Award with-  
in 40 Days.

XC. In the event of One Arbitrator being named and agreed upon by and between the said Parties, or being appointed as aforesaid, he shall enter upon the Business of the said Reference, and make his Award therein within the Space of Forty Days from the Date of his Appointment, unless the Parties shall agree to extend such Period.

If Two Arbi-  
trators  
named, they

XCI. In the event of Two Arbitrators being appointed as aforesaid, they shall enter upon the Business of the said Reference as soon



*The Bradford Waterworks Act, 1854.*

as may be after the Appointment of an Umpire as aforesaid, and shall make their Award therein within the Space of Forty Days from the Date of the Appointment of such Umpire, unless the Parties shall agree to extend such Period. shall make their Award within 40 Days.

XCII. If either of the said Parties neglect or refuse to attend before the said Arbitrator or Arbitrators or Umpire, as the Case may be, on Seven clear Days Notice being given to him by the other of such Parties, it shall be competent for the Arbitrator or Arbitrators or Umpire to proceed *ex parte* in the Absence of the Party so neglecting to attend as aforesaid, and any Award made and signed by him or them shall be as valid and effectual, and have the like Force as if both the said Parties had been heard. If either of the Parties neglect to attend, the Arbitrators may proceed to the Business.

XCIII. In case the Two Arbitrators appointed as aforesaid shall not, within Twenty-one Days after their Appointment, have agreed upon and appointed an Umpire, then it shall be lawful for either of the said Parties, on giving Three clear Days Notice to the other of such Parties of their Intention so to do, and stating the Time and Place when and where Application will be made, to apply to Two Justices in Petty Sessions assembled, and such Justices are hereby empowered and required to nominate and appoint some Person to be Umpire accordingly. Justices may appoint an Umpire if Arbitrators cannot agree.

XCIV. A Copy of the Rules and Regulations to be made or altered and confirmed as aforesaid, or of such other Rules and Regulations as may, under the Provisions of this Act, be from Time to Time substituted in their Stead, shall be posted up in some convenient Place in or near to the Dwelling House of the Superintendent or Person who shall have Charge of the Reservoir to which the same relate and the Works connected therewith; and the Management of the said Reservoir and the Works connected therewith, and the Management and Flow of Water into and from the said Reservoir, shall thenceforth be regulated by the Servants of the Company in strict Compliance with such Rules and Regulations, until the same shall be altered or varied in the Manner herein provided, and the Company shall be responsible for all Damage or Injury which may be occasioned by the Neglect or Default of any of their Servants. A Copy of the Rules and Regulations shall be fixed upon some conspicuous Place, and the Flow of Water regulated in compliance therewith.

XCV. The Place of Meeting of the Owners, Lessees, and Occupiers interested in the existing Reservoir on the *Hewenden* or *Harden Beck*, or the intended Reservoir near *Doe Park*, shall be some Inn or other convenient Building in the Parish of *Bingley* or *Bradford*, and the Place of Meeting of the Owners, Lessees, and Occupiers interested in any Reservoir to be provided as Compensation for the Owners, Lessees, and Occupiers of Mills and Works on the River *Wharfe* shall be some Inn or other convenient Building in the Parish of *Otley*. Places of Meeting of the Mill-owners.

[Local.]

*The Bradford Waterworks Act, 1854.*

Rules, &c.  
in force for  
existing  
Hewenden  
Reservoir to  
remain in  
force until  
altered by  
Millowners.

XCVI. The Rules and Regulations which may be in force for regulating the Flow of Water from the existing Compensation Reservoir on the *Hewenden* or *Harden Beck* shall be and remain in full Force and Effect, and be observed and kept by the Company, until they shall be altered at some Meeting of the Owners, Lessees, and Occupiers interested in such Reservoir duly convened in manner herein mentioned.

How Ex-  
penses of  
Meetings of  
Owners, &c.  
concerning  
Arbitrators  
are to be  
paid.

XCVII. The Expenses of the First Meeting of Owners, Lessees, and Occupiers interested in any of the said Compensation Reservoirs for preparing the Rules and Regulations aforesaid, and of One Adjournment thereof (if such Adjournment take place), as well as the Expense of any further Meetings convened by the Clerk of the Company for considering or adopting any Alterations which the Company may propose in such Rules and Regulations, or for any other Purpose connected with the same Reservoir or with the Supply of Water therefrom, shall be borne and paid by the Company.

Wharfe Mill-  
owners may  
appoint  
Engineer and  
Secretary.

XCVIII. The Owners, Lessees, and Occupiers of Mills and Works on the River *Wharfe* shall have Power, at any Meeting to be convened for the Purpose, to appoint and from Time to Time to remove, as they may think fit, a Civil Engineer to act in their Behalf in fulfilling or giving effect to the Provisions of this Act, and also a Clerk or Secretary, and to confide to him the Custody of the Books relating to their Proceedings and the Execution of any Resolutions which may be come to at any Meetings, and also, if they think fit, to appoint some proper Person or Persons to ascertain from Time to Time the State and Condition of the said Compensation Reservoirs in which they are interested, and of the said Weirs, Watercourses, Gauges, and other Works to be made as aforesaid, and the Quantity of Water in the said Reservoirs or passing over the said Gauges or Weirs respectively, and to make such Rules for regulating their Proceedings as they may deem expedient; and all Expenses attending their Proceedings, and the Remuneration of any Officers to be appointed by them, which are not paid by the Company, shall be borne by the Owners, Lessees, and Occupiers for the Time being of the Mills and Works who may be entitled to attend at such Meetings rateably in the Proportions which the Number of Votes in respect of the Water Fall appropriated to the Mills or Works occupied by them respectively shall bear to the total Expenses to be provided for.

Proceedings  
of Mill-  
owners.

XCIX. All Notices to be served by the Owners, Lessees, and Occupiers of Mills and Works interested in any of the said Compensation Reservoirs shall be sufficient if signed by any Three of the Owners, Lessees, and Occupiers interested in such Reservoir, or by their Clerk or Secretary for the Time being, by Order of any Meeting;  
and



*The Bradford Waterworks Act, 1854.*

and all Proceedings at Law or otherwise may be instituted, and all Appointments may be made, on behalf of the whole of such Owners, Lessees, and Occupiers interested in the same Reservoir, in the Name of any Three of them; provided such Proceedings or such Appointments shall have been duly authorized at some Meeting held in accordance with the Provisions of this Act.

C. The Company shall cause to flow from and out of the Compensation Reservoir by this Act authorized to be made on the *Great Gill Beck* or *Silsden Beck* in the Township of *Silsden*, or from the Feeders thereof, or in case of the Insufficiency thereof then from some other Works of the Company, a Quantity of Water not being less than One million three hundred and fifty thousand Gallons in every Twenty-four Hours, by an equal, constant, and continuous Flow through the Twenty-four Hours, for the Supply of Mills and other Works now or hereafter to be erected on the said *Silsden Beck* below the Site of such Reservoir, and on the River *Aire* below the Confluence of the said *Silsden Beck* therewith, as also for the Supply of the navigable Part of the said River *Aire*, and of the several Cuts and Canals at and below the Town of *Leeds* of or belonging to the Undertakers of the Navigation of the Rivers *Aire* and *Calder* in the County of *York*, such Quantity of One million three hundred and fifty thousand Gallons *per Day* to be inclusive of and not over and above the natural Flow of the said *Great Gill Beck* or *Silsden Beck* and its Tributaries at the Site of the said Compensation Reservoir.

Certain Quantity of Water to be discharged out of the Silsden Reservoir for the Mill-owners on the Silsden Beck and River Aire.

CL The Company shall construct and erect within One hundred Yards of the Foot of the Embankment of the said Reservoir on the *Silsden Beck* a suitable measuring Gauge for the Purpose of indicating at all Times the Quantity of Water which may be flowing and discharged from such Reservoir, and such Gauge shall be open to the Inspection and Examination of the Owners, Lessees, and Occupiers of the present and future Mills and Works interested in such Reservoir and the Flow of Water from the same, and of the Undertakers of the said Navigation and of their Engineers and Agents, and such Gauge shall be at all Times maintained and kept in repair by the Company.

Gauge to be erected.

CII. The Company shall not divert or appropriate any of the Springs or Waters now flowing to the said *Silsden Beck* or River *Aire* in the Townships of *Silsden* and *Morton*, or either of them, until they shall have erected the Gauge by this Act required for ascertaining the Quantity of Water discharged from the said Reservoir on the *Silsden Beck*, or from the Feeders thereof, or from some other Works of the Company, and until they shall be daily discharging through such Gauge the Quantity of Water by this Act required.

No Water to be diverted in the Townships of Silsden and Morton until Works completed and Compensation Water discharged.

CIII. If

*The Bradford Waterworks Act, 1854.*

Damage to  
be paid by  
Company in  
case of  
Default in  
discharging  
Quantity of  
Water.

CIII. If from any Cause whatsoever (except as herein-after mentioned), after beginning to supply Water from the said Compensation Reservoir on the *Silsden Beck* or from their other Works, the Company shall at any Time not furnish such Supply as aforesaid, the Company shall pay to each and every of the Occupiers for the Time being of such of the said Mills as shall be worked wholly or partially by Water Power, as well as to the Occupiers for the Time being of the several Dyehouses or Dyeworks now being upon the said *Silsden Beck* or *River Aire* affected thereby, and who may sue for and recover the same, a Sum of Five Pounds for every working Day, and to the said Undertakers of the Navigation of the Rivers *Aire* and *Calder* a Sum of Ten Pounds for every working Day during which such Supply shall not be furnished, to be by way of liquidated Damages and not of Penalty, and in full Compensation and Satisfaction for the Want of such Water as aforesaid; such Sum of Five Pounds *per Day* to be from Time to Time recovered as Penalties imposed by this Act may be recovered, and such Sum of Ten Pounds for every working Day to be recoverable by the said Undertakers in like Manner as Debts owing to them are made recoverable by virtue of any Act of Parliament relating to the said Navigation: Provided always, that in case of any Mill, Dyehouse, or Dyework being in the Occupation of several Persons, no greater Sum than Five Pounds *per Day* shall be payable by the Company in respect of that Mill, Dyehouse, or Dyework; provided also, that in case any Person shall be Occupier of more than One separate and distinct Premises used as separate Mills, Dyehouses, or Dyeworks, he shall be entitled to recover such Sum of Five Pounds *per Day* in respect of each such separate and distinct Premises; provided also, that the Company shall not be liable to pay any Sum as aforesaid to any Occupier of Mills or other Works, or to the said Undertakers, during the Time when the said Reservoir shall be emptied for the Purpose of cleansing or repairing the same, if the Company shall during such cleansing or Repair, which shall be executed with all reasonable Despatch, cause the Water which would otherwise have supplied such Reservoir to pass down the Beck below such Reservoir; nor shall they be liable to pay any such Sums during the Time necessarily occupied in refilling such Reservoir after such cleansing or Repair shall have been completed; nor shall they be liable to pay any Sum as aforesaid to any Occupier of Mills, Dyehouses, or Dyeworks upon the said *Silsden Beck* or *River Aire* in respect of any Day on which the Flow of Water down the said River shall be so large as to cause the Pool or Pond in or upon which any such Mill, Dyehouse, or Dyeworks shall be situate to overflow the Dam or Weir of such Pool or Pond for Six successive working Hours, but in any Proceeding for the Recovery of any such Sum as aforesaid it shall not be incumbent on the Party seeking to recover the same to allege or prove the Non-existence or

Non-



*The Bradford Waterworks Act, 1854.*

Non-duration of such Overflow as aforesaid, but the Burthen of pleading and proving the Existence and Duration thereof shall lie on the Company as an Excuse from the Payment of such Sum.

CIV. When the Company shall commence, and so long as they shall continue to discharge from and out of the said Reservoir on *Silsden Beck* or other Works the due Quantity of Compensation Water in manner aforesaid, the same shall be accepted and taken by the Occupiers of the said Mills, Dyehouses, and Dyeworks, and by the Undertakers of the said Navigation, as full Compensation for all Water which the Company can collect or divert from the Lands draining to the Works authorized by this Act.

Water supplied to Mills, &c., to be taken as full Compensation.

CV. Whereas the *Yorkshire Mining Company* have taken a Lease of the Minerals within certain Lands bordering upon the River *Dibb* and *Grimwith Beck*, a Portion whereof forms a Part of the Site of an intended Compensation Reservoir of the Company, and have already in part driven a Drift or Adit called the *Californian Drift*, for the Purpose of exploring the Lands comprised within their Lease for Lead and other Minerals: And whereas the said *Yorkshire Mining Company* apprehend that the beneficial Use and Enjoyment of their Mining Lands will be materially prejudiced by the Construction of the said proposed Reservoir: Be it enacted, That the Company shall, so soon as the *Yorkshire Mining Company* shall give notice to them that the Discoveries of Lead or other Minerals at the said *Californian Drift* are so considerable as to require the Construction and Erection of, and that they have entered into the necessary Contracts for enabling them to erect or construct, Crushing and Smelting Mills, or either of them, in connexion therewith, forthwith procure from all necessary Parties, without any Cost or Charge to the said *Yorkshire Mining Company*, the Right, Easement, or Privilege for the said last-named Company to construct, lay down, and maintain, through the Lands of the Owner or Owners for the Time being of the adjoining or intervening Lands, a Dam or Reservoir, with Conduit, Watercourse, or Goit, by which they may divert the Waters of the *Grimwith Beck* above the Site of the said *Californian Drift*, at such a Level as will supply a Water-wheel of Thirty Feet in Diameter to be placed in close Proximity to and the Bottom or lowest Part thereof to be on a Level with the *Californian Drift*, or as near thereto as will allow of the Construction of the requisite Works for washing and dressing Ore and Bouse between such Water-wheel and the said Compensation Reservoir; provided always, that the Tail-race of such Water-wheel shall be carried in such a Course as to return the Waters so to be diverted into the said *Grimwith Beck*, or some Stream of Water flowing into the same, within the Site of higher up than the Embankment of the proposed Compensation Reservoir.

Company shall procure a Grant or Easement for the Division of Grimwith Beck to the existing Californian Drift of the Yorkshire Mining Company.

*The Bradford Waterworks Act, 1854.*

Company shall pay full Compensation for extra Cost and Inconvenience of working Mines, or supplying crushing and smelting Mills with Water.

CVI. The Company shall pay to the *Yorkshire Mining Company* the extra Cost (if any) of conveying Water to the said Crushing and Smelting Mills, and of erecting such Mills, over and above what must have been incurred by the said last-named Company in conveying Water to and erecting such Crushing and Smelting Mills in the most beneficial Mode and in the most eligible Situation in which they could or might have erected such Mills and conveyed Water thereto under the Powers and Privileges granted and reserved to them under their existing Lease, or any Renewal or Renewals thereof; and the Company shall also pay from Time to Time full Compensation in Money for the annually recurring Damages (if any) in respect of the greater Cost or Inconvenience which they may be put to by reason of the Site of such Crushing and Smelting Mills, or the Supply of Water Power thereto, being less eligible for the washing of Lead or for any other Purpose whatever than they would or might have been if the said Compensation Reservoir had not been made, the Amount or Amounts of such Compensation (if disputed) to be determined from Time to Time by a Referee or Arbitrator to be appointed in manner hereafter mentioned.

Company to secure a Supply of Water to additional Works of the Mining Company under certain Conditions.

CVII. In case the said *Yorkshire Mining Company* shall hereafter drive another Drift or Adit from any Point of the said Mining Ground below the Embankment of the said Compensation Reservoir between such Embankment and *Dibbles Bridge*, and shall erect additional Crushing and Smelting Mills, or either or them, in connexion therewith or adjacent thereto, and in case the Flow of Water from the said intended Compensation Reservoir shall be entirely or so nearly suspended, by reason of any Byelaw to be made by the Millowners interested in such Reservoir in manner herein provided, as that there shall not remain and flow in the said River *Dibb* below such Compensation Reservoir, at the Point where the said *Yorkshire Mining Company* could or might conveniently divert the same for the Supply of such additional Mills or other Works, a Quantity of Five hundred thousand Gallons of Water during Twelve Hours of any working Day, then it shall be imperative on the said Company and they are hereby required to procure, either from the said Reservoir or from some other Source, so much Water as may be necessary to make up the Flow of Water in the said River *Dibb* to the full Quantity of Five hundred thousand Gallons during every working Day, or in Default thereof they shall pay to the said *Yorkshire Mining Company* from Time to Time full Compensation in Money for any Loss, Inconvenience, or Injury which they may have sustained or been put to, for or in respect of every working Day during which such Flow shall have been less than Five hundred thousand Gallons, the Amount or Amounts of such Compensation (if any) to be ascertained in case of Dispute in manner herein-after mentioned; provided always, that no such Compensation



*The Bradford Waterworks Act, 1854*

compensation shall be awarded unless it shall be shown by the said Yorkshire Mining Company that the Supply of Water to such additional Mills or Works has been rendered less advantageous than it would or might have been but for the Construction of the said Reservoir or other Interference of the Company.

CVIII. The Company shall pay to the said Yorkshire Mining Company full Compensation for all Mines or Minerals belonging or in Lease to the said Yorkshire Mining Company which cannot be obtained by reason of making and maintaining the Works by this Act authorized, or by reason of any Restrictions in this Act, or in the incorporated Acts, or in any Byelaws, Rules, or Regulations to be made by virtue of them or any of them, contained, and for all Losses, Expenses, Impediments, and Inconveniences whatsoever which the said Yorkshire Mining Company shall incur, sustain, or be put to by reason of any of the works authorized by this Act, or by the flooding of any existing or future Levels, Drifts, or other Works of the said Yorkshire Mining Company from the said intended Reservoir, or otherwise by reason or on account of any Act, Deed, Matter, or Thing whatsoever to be made, done, or unlawfully omitted or permitted by the said Waterworks Company, the Amount or Amounts of such Compensation, and all Questions, Matters, and Disputes relating thereto, and all other Questions, Matters, and Disputes between the said Waterworks Company and the said Yorkshire Mining Company herein-before mentioned, to be from Time to Time determined by such Person as may be mutually agreed on between the said Parties, or, in case they cannot agree, as may be nominated by the President for the Time being of the Institution of Civil Engineers for that Purpose, and the Determination of such Person so to be appointed shall be binding on all Parties, and all Expenses, Costs, and Disbursements of or incident or preliminary to every such Reference shall be paid by the Company: Provided always, that no Reference shall be had for assessing the Amount of any recurring Damage at shorter Intervals than once in every Two Years, and that in case the said Referee or Arbitrator shall have at any Time decided that no Compensation is due in respect of any Claim for recurring or other Damages which may have been made or set up by the said Yorkshire Mining Company, the Cost and Expenses of and incident to any future Reference which may be required by the said Yorkshire Mining Company in respect of Claims of a like Nature, as well as the Costs and Expenses of and incident to any Claim made or set up by the said Yorkshire Mining Company at any Time which the said Referee or Arbitrator may deem of a frivolous or trifling Nature, shall be in the Discretion of the said Referee or Arbitrator, who shall assess and award the Amount thereof, the Party by and to whom, and the Time within which the same shall be paid.

Company to pay full Compensation to Yorkshire Mining Company for all Losses, &c. occasioned by the proposed Reservoir and Works.

CIX. Nothing

*The Bradford Waterworks Act, 1854.*

Rights of Mining Company not to be prejudiced otherwise than as expressly provided and declared.

CIX. Nothing in this Act, nor in "The Lands Clauses Consolidation Act, 1845," nor in "The Waterworks Clauses Consolidation Act, 1847," contained, nor in any Byelaws, Rules, or Regulations to be made under or by virtue of any of the Provisions of this Act and the said incorporated Acts, or any of them, shall annul, vary, alter, or extinguish, or in any Manner howsoever prejudicially affect the Powers, Rights, Privileges, and Easements, or any of them, now held, used, or enjoyed, or which but for the passing of this Act would at any Time hereafter have been held, used, or enjoyed by the *Yorkshire Mining Company* under or by virtue of any Grant, Lease, or Conveyance to the said Mining Company heretofore made or executed or hereafter to be made or executed, otherwise and except so far as is herein expressly provided and declared.

Provisions as to Minerals in Lease to Yorkshire Mining Company extended to Reversioner.

CX. And whereas *John Yorke* Esquire, as Lord of the Manor of *Appletreewick*, is or claims to be the Owner of the Mines and Minerals within the above-mentioned Lands, subject to the said Lease to the *Yorkshire Mining Company*: Be it enacted, That all and every the Provisions, Matters, and Things herein-before enacted with reference to such Mines, Levels, and Minerals, and with respect to the Supply of Water for the same, and all other the Powers and Authorities herein-before given to the said *Yorkshire Mining Company*, and with respect to the Payment of Compensation for the flooding of Levels or otherwise, and with respect to the Settlement of disputed Matters by Arbitration, shall, after the Expiration or other sooner Determination of the said Lease, apply to the said *John Yorke*, his Heirs and Assigns, or other the Owners for the Time being of the said Mines and Minerals, and his and their Lessees, from Time to Time, according to their several and respective Estates and Interests therein, in like Manner in all respects as during the Continuance of the said Lease the same apply to the said *Yorkshire Mining Company*, and as fully and effectually to all Intents and Purposes as if such Provisions, Matters, and Things had been specially enacted in this Act, as well on behalf of the said *John Yorke*, his Heirs and Assigns, or other the Owners for the Time being of the said Mines, Levels, and Minerals, and his or their Lessees, from Time to Time during the Continuance of their Estates and Interests respectively, as on behalf of the said *Yorkshire Mining Company* during the Continuance of the said Lease.

Power to John Yorke to impound certain Waters in working Mines, &c., returning the same.

CXI. And whereas the said *John Yorke* also is or claims to be the Owner of Mines and Minerals other than those leased to the said *Yorkshire Mining Company* within the Manor of *Appletreewick*, and also is or claims to be entitled to Streams and Waters within the said Manor, and certain of those Streams and Waters are intended to be impounded in the said Compensation Reservoir on the River *Dibb* under

*The Bradford Waterworks Act, 1854.*

under the Powers of this Act: Be it therefore enacted, That if the said *John Yorke*, or other the Lord of the Manor of *Appletreewick* for the Time being, or his Lessees or Tenants, shall hereafter work any other Mines, or drive any other Drifts or Adits within the said Manor, it shall be lawful for him and them to take and use for the Purposes of such other Mines, Drifts, or Adits, and of working any Mills and washing and dressing Ore, any Streams or Waters which he or they might lawfully have taken or used if this Act had not been passed; provided always, that he and they shall return the Waters so used into their original Course or Channel, or some Stream flowing into the same, within the Site or higher up than the Embankment of the proposed Compensation Reservoir.

into their  
original  
Course.

CXII. The Company shall from Time to Time pay to the Owner, Lessee, and Occupier of any Mines, Quarries, Stone, Coal, Ironstone, and other Minerals lying under or on the Sides of or near to the intended Compensation Reservoir in the Manor of *Appletreewick* by this Act authorized, Compensation for all such Mines or Quarries of Stone, Coal, Ironstone, and other Minerals as cannot be worked or gotten, as well as Compensation for the greater Difficulty, Cost, or Inconvenience (if any) which may be incurred or occasioned in or about the getting or working of any Mines or Quarries of Stone, Coal, Ironstone, or other Minerals belonging to the said *John Yorke* or the Lord of the Manor of *Appletreewick* for the Time being, or in or about effectually draining the same, by reason of the Construction and Maintenance of the said Reservoir, or by reason of the Restrictions contained in this Act or any Act incorporated herewith, and the Amounts of such Compensation (in case of Difference between the Company and such Owner, Lessee, or Occupier,) shall be settled by Arbitration in the Manner in that Behalf provided by the "Lands Clauses Consolidation Act, 1845:" Provided always, that no such Reference shall be had in respect of recurring Damages at shorter Intervals than Two Years, and in case the Referee or Arbitrator shall have at any Time decided that no Compensation is due in respect of any Claim for recurring or other Damages which may have been made or set up by the said Owner, Lessee, or Occupier, the Cost and Expenses of and incident to any further Reference which may be required by the said Owner, Lessee, or Occupier in respect of Claims of a like Nature, as well as the Costs and Expenses of and incident to any Claim made or set up by the said Owner, Lessee, or Occupier at any Time which the said Referee or Arbitrator may deem of a frivolous or trifling Nature, shall be in the Discretion of the said Referee or Arbitrator, who shall assess and award the Amount thereof, the Party by and to whom and the Time within which the same shall be paid.

Company to  
compensate  
certain  
Owners, &c.  
of Mines for  
Inconveni-  
ence occa-  
sioned by the  
Construc-  
tion, &c. of  
Reservoirs.



*The Bradford Waterworks Act, 1854.*

Power to  
John Yorke,  
&c. to take  
Fish, &c.  
found in the  
Reservoir.

CXIII. It shall be lawful for the said *John Yorke* and *Mathew Wilson* the elder, of *Eshton Hall* in the County of *York*, respectively, their respective Heirs and Assigns, and their respective Tenants, Lessees, and Servants, to have and take the Fish and Game to be found within the said Compensation Reservoir, and to hunt, fish, hawk, and fowl, and preserve the Fish and Game therein, and for the Purposes aforesaid to keep and use Boats, Nets, and Tackle on the said Reservoir.

Matthew  
Wilson and  
William  
Chadwick,  
their Tenants,  
&c., to use  
the Streams  
flowing  
through their  
Lands as  
heretofore.

CXIV. Notwithstanding anything in this Act contained, it shall be lawful for *Matthew Wilson* of *Eshton Hall* in the County of *York*; Esquire, and *William Chadwick* of *Arksey* in the same County, Esquire, and each of their Heirs and Assigns, and their Tenants for the Time being, and they are hereby respectively authorized, at all Times hereafter, without any Denial or Interruption on the Part of the Company, to continue to use, as they have respectively been heretofore entitled, the Streams and Brooks flowing from or through the Lands held by them respectively to the Lands or Works of the Company, and the Waters thereof; provided nevertheless, that the Powers to impound and discharge the Waters flowing into the proposed Compensation Reservoir on the River *Dibb* may be exercised in manner hereinbefore mentioned, but the Rights or Remedies of the said *Matthew Wilson* and *William Chadwick* against the Company in respect of a Supply of Water for domestic and agricultural Purposes, herein-after reserved and contained, shall not be prejudiced or affected thereby.

Bridge to be  
erected to  
connect  
Lands of  
Matthew  
Wilson.

CXV. The Company shall, within Eight Calendar Months from the Commencement of the Works of the said Compensation Reservoir, at their own Expense erect and construct, or cause to be erected and constructed, for the exclusive Use of the said *Matthew Wilson*, his Heirs and Assigns, and his and their Tenants, a substantial Stone Bridge, with good and sufficient Approaches thereto, and with a Parapet Wall on each Side thereof at least Four Feet high, and with a Road over such Bridge at least Eight Feet wide, across the Brook or Rivulet called the *Gateup Gill* or *Gateup Gill Beck* in the Parish of *Burnsall* aforesaid, so as to connect the Land of the said *Matthew Wilson* lying on the East Side of such Brook or Rivulet with the Land of the said *Matthew Wilson* lying on the West Side thereof, and the said Bridge shall be erected at a Point on the said Brook or Rivulet lying One hundred and forty-three Yards or thereabouts to the North of the Northern Line of Deviation of the Company's projected Compensation Reservoir in the Parish of *Burnsall*, as shown on the Plans deposited by the Company with the Clerk of the Peace for the West Riding of the County of *York*, and the Company, their Successors or Assigns, shall at all Times thereafter, at their own Expense, keep the said Bridge, with the Approaches thereto, and the Road over  
the

*The Bradford Waterworks Act, 1854.*

the same, and the Parapet Wall thereof, in good and substantial Repair and Condition.

CXVI. If on the Completion of the said Works hereby authorized there shall not remain or flow from other Sources to and through any Lands or Fields situated below the Points where the several Streams are proposed to be diverted, which now have or enjoy a Frontage thereto, or are watered thereby, such a Quantity of Water as may be necessary or convenient for domestic or agricultural Purposes other than the Irrigation of such Lands, the Company shall and they are hereby required, whenever it may be practicable so to do, to furnish from Time to Time and at all Times so much Water as may be necessary or convenient for domestic or agricultural Purposes, other than the Irrigation of the said Lands, free from all Rates, Costs, and Charges for or in respect of such Water, and to lay down and secure, at the Cost and Charges of the Company, all such Pipes, Conduits, Troughs, Cisterns, Cocks, and other Apparatus as may be necessary for conveying and continuing the same, and in case the same shall not be practicable then the Company shall pay to the Owners and Occupiers of such Lands full Compensation for the Loss and Injury which they may respectively sustain by reason of such Diversion of their Water; provided always, that full Compensation shall be made to all Owners and Occupiers of Lands situated as aforesaid which at any Time within Ten Years anterior to the passing of this Act have been cultivated for Three successive Years by means of Irrigation, and which (by reason of the Diversion of the said Streams) may no longer be capable of such Mode of Cultivation, or not to the same Extent or with the same Advantage.

A Supply of Water to be continued for agricultural Purposes below the Point where Streams are diverted.

CXVII. It shall not be lawful for the Company to take, divert, use, obstruct, or impound, and they are hereby restrained from taking, diverting, using, obstructing, or impounding, by any Means or Contrivances, or under any Pretence whatsoever, any of the Water now flowing in any Brooks, Rivulets, Becks, Streams, Springs, Drainages, Watercourses, Ponds, Dams, or Reservoir, to the *Soke Mills*, or *Queen's Mills* at *Bradford*, the Property of *John George Smyth* Esquire, as well as other Mills also his Property at *Bradford*, and in the Parish of *Bradford* aforesaid, or to divert, alter, change, or obstruct, further or otherwise than they have already done, the Course of the Brook or Beck called *Chellow Dean Beck*, or other the said Brooks, Rivulets, Becks, Streams, Springs, Drainages, or Watercourses, or any of them, or to interfere with or injure the said Ponds, Dams, and Reservoirs, or any of them, but the Water in the said several Brooks, Rivulets, Becks, Streams, Springs, Drainages, Watercourses, Ponds, Dams, and Reservoirs, shall at all Times hereafter flow as freely and abundantly, and in as full, ample, and uninterrupted a Manner, as if this Act had not passed, and so that the Supply of Water to the said Mills,

For Protection of the Waters supplying the *Soke Mills* and other Mills belonging to *J. G. Smyth, Esq.*

*The Bradford Waterworks Act, 1854.*

Mills, and every of them, and any other Mills and Manufactories which shall or may be hereafter built or erected by the said *John George Smyth*, his Heirs or Assigns, upon or near and worked by means of the said Water or any Part of it shall not in any Manner be diminished, injured, or prejudiced.

Channel to  
be cleansed  
by the Com-  
pany.

CXVIII. The Company are hereby required, at their own Expense, from Time to Time, upon the Request of the said *John George Smyth*, or other the Owner for the Time being of the said Mills or any of them, or his Heirs, Tenants, or Assigns, to cleanse, and repair the Channel made by the Company hereby dissolved beside the *Chellow Dean* Reservoirs; and if at any Time after such Request the said Channel is not cleansed or repaired, it shall be lawful for the said *John George Smyth*, or the Owner for the Time being of the said Mills, or any of them, his Heirs, Tenants, or Assigns, to cleanse and repair the same, and all the Expenses thereof shall upon Demand be repaid by the Company to the said *John George Smyth*, or the Owner for the Time being of the said Mills, his Heirs, Tenants, or Assigns, who in default of such Payment may recover the same from the Company by Action in any Court of competent Jurisdiction.

Company to  
make Com-  
pensation for  
Damage sus-  
tained by  
defective  
State of the  
Channel.

CXIX. The Company shall at all Times hereafter pay and make good to the said *John George Smyth*, or such Owner as afore-said, or his Heirs, Tenants, or Assigns, all Loss, Costs, Damages, and Expenses, and all Injury, of what Nature soever, which he or they may sustain, pay, expend, or be put unto in consequence of any Diminution of or Impediment or Obstruction to the Water usually flowing in the present Channel or Watercourse, arising from the improper Construction or Want of Repair of the said Channel beside the *Chellow Dean* Reservoirs.

Disputes  
between J.  
G. Smyth,  
Esq., and the  
Company to  
be referred  
to Arbitra-  
tion.

CXX. If any Dispute or Difference shall arise between the said *John George Smyth*, or other the Owner for the Time being of the said Mills, or any of them, and the Company, as to whether from any Cause any of the Water is at any Time diverted or abstracted from the said Becks or Streams, or any of them, by the Company, contrary to the Provisions of this Act, such Dispute shall be referred to Arbitration in manner herein provided with respect to any Disputes which may arise between the Company and the Owners and Occupiers of Mills in the *Hewenden* or *Harden Beck*.

For Protec-  
tion of the  
Bradford  
Canal.

CXXI. Provided always, That nothing in this Act contained shall extend, or be deemed or construed to extend, to authorize or empower the Company to alter or divert, change the Course of, or make use of the Water flowing in a certain Beck called *Chellow Dean Beck*, or any of the Springs, Watercourses, Brooks, or Streams of Water arising or flowing through any other Brooks or Streams of Water towards and into the *Bradford Canal Navigation*, or the Mills called *Frizinghall* Mills,



*The Bradford Waterworks Act, 1854.*

Mills, belonging thereto, or either of them, so as to prevent the same Springs, Watercourses, Brooks, or Streams of Water respectively, or any of them, from arising and flowing in and supplying the said Navigation and Mills with Water in as full, ample, and beneficial a Manner as heretofore accustomed.

CXXII. And whereas certain Springs and Streams proposed to be appropriated under the Authority of this Act flow into the Beck called *Hewenden Beck* or *Harden Beck*, and the said Beck flows through the Estates and ornamental Grounds of *William Busfeild Ferrand* Esquire, of *Saint Ives* and *Harden Grange*, and it is apprehended by the said *William Busfeild Ferrand* that the taking of the Water from the said Springs and Streams, in the Manner and under the Conditions herein provided, may be detrimental or injurious to the said Estates or to the ornamental Character of the said Grounds: Be it therefore enacted, That if by reason of the Execution of any of the Powers of this Act any such Detriment or Injury shall arise, the Company shall make such Compensation to the said *William Busfeild Ferrand*, his Heirs or Assigns, in respect of the Injury which he or they may so sustain, as may be awarded by the Verdict of a Jury, or by Arbitrators, to whom the Question may be referred in manner herein-after prescribed; provided always, that the Company shall not be required to make any Compensation if such Detriment or Injury shall be occasioned by the Regulations or by the Acts or Defaults of the Owners, Lessees, or Occupiers of Mills or Works under whose Control the Management of the Compensation Reservoirs may be.

Compensation to Mrs. Ferrand, and W. Busfeild Ferrand.

CXXIII. The Extent of the said Detriment or Injury, if any, and the Amount of Compensation lastly herein provided to be paid to the said *William Busfeild Ferrand*, or the Owner for the Time being of the said Estates respectively, in respect of the same, shall be ascertained and determined in case of Dispute by a Jury, under the Provisions of this Act, in the same Way as other Questions of Damage and Compensation are hereby required to be determined; or, at the Option of the said *William Busfeild Ferrand*, or such Owner as aforesaid, the said Question shall be determined by the Arbitration of Two indifferent competent Persons, One to be named by each Party, or in case they cannot agree within the Time to be limited by them for that Purpose, by an Umpire, to be nominated in Writing by such Referees before entering upon the Business of the said Reference.

Mode of ascertaining Compensation to W. Busfeild Ferrand.

CXXIV. And whereas it is intended that the said Company shall derive a Supply of Water for the Purpose of this Act from the Store Reservoir to be constructed by them on *Thornton Moor*, and it is necessary and proper for the Protection of the said *William Busfeild Ferrand*, his Heirs and Assigns, and other the Owners for the Time

Company not to take more than a certain Quantity of Water from

*Repealed Act of 1868, s. 19*

*The Bradford Waterworks Act, 1854.*

Store Reser-  
voir con-  
structed on  
Thornton  
Moor.

being of his said Estates, that the said Company shall be limited to an average Supply not exceeding Seven Millions of Gallons a Week: Be it therefore enacted, That it shall not be lawful for the Company to receive from the said Store Reservoir into their Conduit and Works to be constructed under the Authority of this Act, a larger Quantity of Water in any One Week, reckoned from Midnight on *Saturday Night*, than Seven Millions of Gallons, and the Company shall allow all the Water from Time to Time collected in the same Reservoir, and not forming Part of such weekly Supply of Seven Millions of Gallons, and which the said Reservoir shall be incapable of holding, from Time to Time to flow down the said *Carperley* or *Stubden Beck*, and into the Compensation Reservoir to be constructed on the *Carperley* or *Stubden Beck*, or into the existing Reservoir called the *Hewenden Reservoir*, in order to its flowing thence into and down the *Hewenden Beck* with other Water, according to the Provisions of this Act.

Company to  
erect a  
Gauge to  
ascertain the  
Quantity of  
Water taken  
from the  
Store Reser-  
voirs.

CXXV. For the Purpose of ascertaining the Quantity of Water so from Time to Time received by the Company from the said Store Reservoir on *Thornton Moor* into their said Conduit and Works, they shall make and for ever maintain at or near the Embankment of that Reservoir a proper and sufficient Gauge, with proper and sufficient Works and Conveniences, and the same shall be so made and maintained under the Superintendence and to the Satisfaction of Two Engineers, to be from Time to Time appointed, One by the Company, and the other by *William Busfeild Ferrand*, his Heirs or Assigns, or other the Owners for the Time being of his Estates, or of an Umpire appointed by such Two Engineers to act in case of Difference between them, and their or his Decision shall be final and conclusive, and all Expenses attending the making and maintaining of such Gauge, Works, and Conveniences, and of such Superintendence and Arbitration, shall from Time to Time be borne and paid by the Company.

*Repealed.*

W. Busfeild  
Ferrand to  
have free  
access to  
Gauge  
Works, &c.

CXXVI. The said *William Busfeild Ferrand*, his Heirs or Assigns, by himself, his Agents and Servants, may respectively from Time to Time and at all Times have free Access to such Gauge, Works, and Conveniences, and to every Account or Register kept by the Servants of the Company, for the Purpose of measuring, guaging, and ascertaining the Quantity of Water passing through or over the same, and ascertaining whether the Provisions of this Act are duly observed, and such Servants shall afford to them all proper Facilities and Assistance in that Behalf.

*Repealed.*

Company to  
make proper  
Weirs, &c.  
at Store Re-  
servoir.

CXXVII. The Company shall make and maintain proper and sufficient Weirs, Bye-washes, or other Works and Conveniences for the Purpose of passing or discharging from and out of the said Store Reservoir on *Thornton Moor* to and into the said *Hewenden* and *Harden Beck*

all

*Repealed.*

*The Bradford Waterworks Act, 1854.*

all the Water which according to the Provisions of this Act the Company are to allow to flow down the *Carperly* or *Stubden Beck*.

CXXVIII. And whereas the Spring or Stream at *Swain Royd*, hereby authorized to be appropriated, flows into and along the *Cottingley Beck* through the Estates of the said *William Busfeild Ferrand* until it falls into the River *Aire*: Be it enacted, That the Company shall make full and ample Compensation to the said *William Busfeild Ferrand*, or the Owners for the Time being of the said Estates, for the Diversion of the said Spring or Stream of Water; such Compensation, if not ascertained and paid within One Calendar Month from the Commencement of such Diversion, to bear lawful Interest from that Time until the same shall be actually paid; and in case any Difference shall arise touching the Amount of such Compensation, or as to the Necessity of reserving for the domestic and agricultural Purposes of the said Estates, other than for the Purpose of Irrigation, a Portion of the Waters of the said Spring or Stream, as herein provided, the Amount of such Compensation, and the Quantity (if any) so to be reserved, shall be ascertained as provided by "The Lands Clauses Consolidation Act, 1845," for settling Cases of disputed Compensation.

Compensation for Diversion of Swain Royd Spring.

CXXIX. It shall not be lawful for the Company in any Manner or to any Extent to impede the good and efficient Drainage of any of the Lands belonging to the said *William Busfeild Ferrand* of *St. Ives*, or other the Owner for the Time being of the said Lands, or to *George Baron* Esquire, his Heirs or Assigns, or to *William Buck* Esquire, his Heirs or Assigns, or to *Jonathan Knowles* Esquire, his Heirs or Assigns, or to Sir *Richard Tufton* Baronet, his Heirs, Trustees, Successors in Estate, or Assigns, or to *George Lane Fox* Esquire, his Heirs or Assigns, or to *William Chadwick* Esquire, his Heirs or Assigns, through which the said Works authorized by this Act, or any of them, are intended to be made, maintained, altered, varied, extended, or enlarged, or which may be contiguous thereto.

Company not to impede the Drainage of Lands.

CXXX. In all Cases where the Company shall interfere with any Drain made or used for the Drainage of any of the said Lands, they shall make another Drain as good and sufficient in all respects for the proper Drainage of such Lands as the Drain so proposed to be interfered with, or shall restore the original Drain to the Satisfaction of the Owner or Occupier of the said Lands.

Company to restore Drains, or make new ones.

CXXXI. If the Company shall interfere with any such Drain as last aforesaid, and shall not with all practicable Speed make another good and sufficient Drain in lieu thereof, or restore the original Drain as herein before mentioned, they shall forfeit to the Owners and Occupiers

Penalty in default.



*The Bradford Waterworks Act, 1854.*

Occupiers of the Lands through which such Drain shall pass a Sum not exceeding Five Pounds, in addition to Compensation for any Damage which may be sustained by the said *William Busfeild Ferrand* or other the Owner for the Time being of his said Estate, or the said *George Baron, William Buck, Jonathan Knowles, Sir Richard Tufton* or *George Lane Fox*, or any of their Heirs, Trustees, Successors in Estates, Assigns, or Tenants, by the Interference with any such Drains, to be ascertained and recovered in manner by this Act directed.

How Water  
to be taken  
through cer-  
tain Lands.

CXXXII. The Water hereby authorized to be conveyed for the Use of the said intended Waterworks in and through the respective Lands of the said *William Busfeild Ferrand, George Baron, William Buck, Jonathan Knowles, Sir Richard Tufton, and George Lane Fox*, situate in the said Parish of *Bradford*, shall be so conveyed in a covered Piping, Aqueduct, or Conduit.

Providing  
Compensa-  
tion for T.H.  
Horsfall,  
Esq.

CXXXIII. And whereas *Thomas Hill Horsfall* Esquire is or claims to be the Owner of Lands in the Township of *Thornton*, and also is or claims to be One of several Owners of the Coal Mines, Coals, and Minerals lying under those Lands, and One of several Lessees of Beds or Seams of Coal lying under other Estates in that Township : And whereas it is alleged by the said *Thomas Hill Horsfall* that great Damage and Injury will be occasioned to him as Owner of those Lands, and to him and his Co-Owners and Co-Lessees of those Mines, Minerals, and Beds or Seams of Coal respectively, by reason of the Execution and Maintenance of the Works of the Company, and the Diversion and Abstraction by the Company of the Waters which they are by this Act authorized to divert, take, and use, and the Execution in other respects by the Company of the Powers of this Act : Therefore the Company shall from Time to Time pay to the said *Thomas Hill Horsfall* and his Co-Owners and Co-Lessees, his and their Heirs, Executors, Administrators, and Assigns respectively, full Compensation for all Loss, Damage, or Injury from Time to Time occasioned to him, them, or any of them by the Execution or Maintenance of any of the Works of the Company, or by the Diversion or Abstraction by the Company of any Water, or by his or their or any of their (by reason of any Works or Operations of the Company or the Execution of any of the Powers of this Act) being unable or less able than at present to work those Mines, Minerals, and Beds or Seams of Coal, or any of them, or being put to greater Expense or Difficulty than at present in or about the working of the same, or the clearing of the same of Water, or suffering any Deprivation or lessening of the beneficial Enjoyment of those Lands, Mines, Minerals, and Beds or Seams of Coal, or any of them, or sustaining any other Loss, Damage, or Injury whatsoever, and the Amount of all and every such Compensation shall in every Case of Dispute be settled and determined

by

*The Bradford Waterworks Act, 1854*

By Affirmation, according to the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845." It shall be lawful for the said *George Lane Fox*, his Heirs and Assigns, Owners, or his or their Lessees and Occupiers of any Quarry under or over the Works of the Company, in case at any Time the working thereof shall be prevented or injuriously affected by reason of apprehended Damage to the Works of the Company, to cut and make such and so many Openings for Water Levels, Airways, Headways, Gateways, and other Ways under and over such Works, and of such Dimensions (be the same more or less than Eight Feet wide and Eight Feet high) as may be necessary for the convenient working, ventilating, and draining of any such Quarry; and if any Difference shall arise between the said Owners, Lessees, and Occupiers and the Company as to the Number, Dimensions, or Position of any such Opening, the same shall be determined by Two Justices of the West Riding of the County of York not interested directly or indirectly in the Matter in Dispute, or in any other Matter affecting the Rights and Interests of either of the Parties thereto; and the said Justices are hereby empowered and required to determine the same, and to assess and order by and to whom any Costs of and incident or preliminary to such Determination shall be paid, and in default of Payment of such Costs after One Month beyond the Date of such Order, the Amount thereof may be sued for and recovered, with full Costs of Suit, by Action or other Proceeding in any Court of competent Jurisdiction.

CXXIV. Whereas the said *George Lane Fox* is or claims to be seised or possessed of a certain Messuage called *Gawthorpe Hall*, and certain Buildings, Mill, Lands, and Hereditaments in the Village of *Gawthorpe* and Parish of *Bingley* in the County of *York*, or near thereto, which are now and heretofore have been supplied with Water from certain Springs and Streams called *Greenhill Springs*, *Lady House Well*, *March Intake Springs*, *Moor Side Spring*, *Brown Hill Springs*, *Green Spring*, and *Lane End Spring*, and from divers other Streams and Springs of Water arising or flowing therein, or thereupon, or near thereto; And whereas it is apprehended by the said *George Lane Fox* but denied by the Company, that the making of the Works hereby authorized will have the Effect of diverting, taking away, diminishing or diminishing the Supply of Water heretofore derivable from the said Streams and Springs, or some of them, to the great Loss and Injury of the said *George Lane Fox* and other the Owners and Occupiers of the said *Gawthorpe Hall*, Buildings, Mill, Lands, and Hereditaments respectively: Be it therefore enacted, That nothing in this Act contained shall authorize or empower the Company to divert or appropriate any of the Springs or Streams which may be

Power to  
G. L. Fox to  
erect Works  
for conven-  
ient work-  
ing of any  
Quarry, &c.

Nothing to  
authorize  
Company to  
interfere  
with certain  
Springs to  
the Property  
of G. L. Fox.

*The Bradford Waterworks Act, 1854.*

intercepted by the Line of Conduit by this Act authorized between certain Fields in the said Township and Parish of *Bingley*, numbered respectively 33 and 86 on the said Plan deposited with the Clerk of the Peace for the West Riding of the County of *York*, and some or some Parts of which Springs and Streams flow to the said Messuage called *Gaiothorpe Hall*, and to the Buildings, Mill, Lands, and Hereditaments in the said Hamlet of *Priestthorpe* or near thereto, now the Property of the said *George Lane Fox*, but the said Springs and Streams shall be permitted to flow to the said Messuage, Buildings, Mill, Lands, and Hereditaments in as full, ample, and beneficial a Manner as if this Act had not been passed; and<sup>r</sup> in order effectually to secure such uninterrupted Flow of the said Springs and Streams within the Limits herein-before mentioned, the Company shall make and maintain the Conduit for conveying Water for the Purposes of this Act perfectly Water-tight, and so that no Water may be allowed to escape into or along the Line thereof.

Power to  
Justices to  
award Com-  
pensation to  
G. L. Fox  
for any  
Damage  
done by the  
Company to  
him or his  
Tenants.

CXXXVI. If, contrary to the Provisions of this Act, the Company shall divert, appropriate, or diminish any of the said Springs or Streams within the Limits above mentioned, or if the said Company shall neglect to make or to maintain the Works herein-before directed to be made for the Passage of the said Water in accordance with the Provisions in that Behalf expressed, it shall be lawful for Two Justices of the West Riding of the County of *York* not interested directly or indirectly in the Matter in Dispute or in any other Matter affecting the Rights and Interests of either of the Parties thereto, on the Application of the said *George Lane Fox*, at any Time after Three Days Notice given to the Company of the Time and Place of such intended Application, to order and direct the Company forthwith to do such Acts and to execute such Works as may be necessary for restoring the said Springs and Streams and the Flow of Water therefrom to their usual and accustomed Channels, and in case it shall not be practicable to restore the same, then it shall be lawful for such Two Justices to order and direct the Company to supply from their Conduit so much Water as may be necessary to afford to the said Messuage, Buildings, Mill, Lands, and Hereditaments as full, beneficial, and ample a Supply of Water as they have theretofore enjoyed, as also to award whether any and what Compensation in Money shall be paid to the said *George Lane Fox*, his Lessees or Tenants, in respect of any Loss or Inconvenience which may have been occasioned to them or any of them during the Time which such Springs or Streams may have been so detained or diminished, and such Justices shall also assess and order by and to whom any Costs or Expenses of and incident or preliminary to any such Application or Inquiry shall be paid.



*The Bradford Waterworks Act, 1854.*

**CXXXVII.** Nothing in this Act or the incorporated Acts contained shall be held or construed to authorize the Company to take or divert any Rivers, Streams, Brooks, and Springs of Water now flowing to or used as a Supply for the Canal belonging to the Company of Proprietors of the Canal Navigation from *Leeds to Liverpool*, right of or to land here or to be conveyed to any other place.

Company not to divert any Rivers, Springs, &c. flowing to Leeds and Liverpool Canal.

**CXXXVIII.** 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 Company of Proprietors of the Canal Navigation from *Leeds to Liverpool* had possessed or enjoyed, or might lawfully possess or enjoy, to the Use of the Rivers, Streams, Brooks, and Springs shown on the said Plans and Sections, or interfered with under the Execution of the Powers in this Act contained.

Rights of Leeds and Liverpool Canal Company not to be prejudiced.

**CXXXIX.** Previously to the placing of the Conduit Pipe under the Canal of the said Company of Proprietors at or near *Hurst Lock* in the Township of *Shipley* aforesaid, the Engineer of the Waterworks Company shall submit a Plan of the Mode in which such Conduit Pipe is intended to be placed under the said Canal for the Approval of the Engineer of the said Company of Proprietors of the said Canal, and the Time and Manner of placing the said Pipe shall be arranged to the Satisfaction of the Engineer of the said Canal Company; and in case any Dispute shall arise between the said Engineers, the same shall be referred to and be decided by the President for the Time being of the Institution of Civil Engineers, or some competent Person to be appointed by him: Provided always, that the said Conduit Pipe and Works shall for ever hereafter be maintained in good and sufficient Repair by the Company hereby incorporated.

Providing for carrying Conduit under Leeds and Liverpool Canal.

**CXL.** Provided always, That the Company shall not, during the Progress of placing the said Conduit or constructing any Works connected therewith, or of the necessary Repairs thereof, interfere with the open navigable Waterway of the said Canal; but if by reason of or in the Execution of the said Works the said Canal shall be so obstructed as that Boats, Barges, or other Vessels navigating the same shall not be able to pass along the same for a Space or Spaces of Time amounting in the aggregate to Two Hours in any One Day, then the Company shall pay to the said Company of Proprietors of the said Canal, or by way of ascertained Damage, the Sum of Fifty Pounds for every Day not exceeding Fourteen Days during which such Obstruction shall continue on the said Canal; and in default of Payment of the said Sum, on Demand being made of the Treasurer or Secretary of the Company, any Two or more of Her Majesty's Justices of the Peace for the West Riding of the County of York are hereby empowered,

Company not to obstruct the Navigation of the Leeds and Liverpool Canal.

*The Bradford Waterworks Act, 1854.*

empowered, on Application made to them by the said Company of Proprietors of the said Canal, or by any Person or Persons by them authorized, by Warrant under their Hands and Seals, to cause the Amount of such Sum or Sums of Money to be levied by Distress and Sale of any Goods or Chattels vested in the Company, and to be paid to the said Company of Proprietors of the said Canal, or to their Treasurer or Clerk for the Time being, rendering the Overplus (if any), on Demand, after deducting the reasonable Charges for making such Distress and Sale, and the Costs and Expenses of hearing and determining the Matter in Dispute, to the Treasurer of the Company.

Works of the  
Company in-  
terfering  
with Midland  
Railway to  
be done  
under Super-  
intendence  
of their  
Engineer.

CXLI. All Operations of the Company in, through, or over, or that would in any Manner interfere with the *Midland* Railway or the *Lancashire and Yorkshire* Railway, or any Bridge, Embankment, or Viaduct of either of such Railways, shall be done under the Superintendence and Control and to the Satisfaction of the Engineer for the Time being of the *Midland* Railway Company or of the *Lancashire and Yorkshire* Railway Company, as the Case may be, and before commencing any such Operations the Company shall give Fourteen Days Notice in Writing to the Railway Company whose Bridge, Embankment, or Viaduct would be affected thereby.

Saving  
Rights of the  
Midland  
Railway  
Company.

CXLII. Nothing in this Act contained shall be held or construed to abridge, defeat, alter, prejudice, or affect any of the Rights, Powers, Privileges, or Authorities of the *Midland* Railway Company, or of the *Lancashire and Yorkshire* Railway Company, or of the Company of Proprietors of the *Bradford* Canal Navigation, or of the Undertakers of the Navigation of the Rivers *Aire* and *Calder*, or of *William Busfeild Ferrand* as Lord of the Manor of *Wilsden* and *Allerton* in the Parish of *Bradford*, or of the Misses *Rawson* as Ladies of the Manor of *Bradford* and *Manningham*, but all such Rights, Powers, Privileges, and Authorities are hereby expressly reserved.

For Protec-  
tion of the  
Bradford  
Gaslight  
Company.

CXLIII. If in carrying into execution any of the Powers by this Act granted any Injury or Damage shall be done or committed to any of the Pipes, Branches, Apparatus, Materials, or Things already or hereafter to be laid down by the *Bradford* Gaslight Company for the Purpose of supplying with Gas the said Town of *Bradford* and the Neighbourhood thereof or of any Part thereof, either by removing or disturbing the Ground in, upon, or near to which the same is or are placed, or by the Compression or subsequent settling or lowering of the same at any Time afterwards, or otherwise, the Company shall, at their own Expense, Costs, and Charges, within Twenty-four Hours next after Notice in Writing given to them by the said Gaslight Company or their Clerk, cause such Pipes, Branches, Apparatus, Materials, and Things to be well and effectually repaired and amended,  
and

*The Bradford Waterworks Act, 1854.*

and also pay to the said Gaslight Company the Amount of all Damage or Loss which may accrue from the Escape of Gas by reason of any such Injury or Damage; and in default or neglect thereof it shall be lawful for the said Gaslight Company and they are hereby authorized and empowered to cause such Pipes, Branches, Apparatus, Materials, and Things so injured or damaged as aforesaid to be effectually repaired, amended, and made good, and the reasonable Costs and Charges attending the same, together with the Amount of all Damage or Loss which may accrue to the said Gaslight Company from such Escape of Gas as aforesaid, shall be defrayed and paid by the Company or their Treasurer to the said Gaslight Company, the same having been ascertained and settled, in case of Dispute concerning the same, by some Justice not being a Proprietor of any Share in either of the said Companies, which Determination shall be final and conclusive, and the Amount of such Expenses, Damages, and Loss, together with such Costs and Charges as shall be by such Justice allowed, shall be levied and recovered by Warrant of Distress under his Hand and Seal.

CXLIV. The Company shall and they are hereby required to give to the said Gaslight Company, or their Clerk, at least Twenty-four Hours previous Notice in Writing before the said Waterworks Company shall dig or sink any Trench or open any Street or Ground for laying down any Main Pipes under the Powers of this Act near to such Pipes, Branches, Apparatus, Materials, or Things of the said Gaslight Company, which Notice shall state the Time and Place at which the Company intend to commence Operations, the Direction in which they intend to proceed, and that the Company intend to cross or approach the Pipes, Branches, Apparatus, Materials, and Things of the said Gaslight Company or some Part thereof; and in default of such Notice being given, the Company shall forfeit for each Offence the Sum of Twenty Pounds.

Notice to  
Gas Com-  
pany before  
opening  
Trenches,  
&c.

CXLV. Nothing in this Act contained shall extend or be construed or deemed to extend to extinguish, abridge, interrupt, prejudice, or affect any of the Rights, Powers, Privileges, or Authorities of the *Bradford Gaslight Company* under or by virtue of an Act of Parliament passed in the Third Year of the Reign of His late Majesty King George the Fourth, intituled *An Act for lighting with Gas the Town of Bradford in the West Riding of the County of York*, or of an Act passed in the Eighth Year of the Reign of Her present Majesty, intituled *An Act to alter the Provisions of an Act for lighting with Gas the Town of Bradford and the Neighbourhood thereof within the Parish of Bradford in the West Riding of the County of York*, or to repeal or annul any of the Provisions thereof respectively.

Saving  
Rights of  
the Bradford  
Gaslight  
Company.



*The Bradford Waterworks Act 1854.*

Company  
not exempt  
from 11 & 12  
Vict. c. 63.

**CXLVI.** Nothing in this Act contained shall be taken to exempt the Company from any of the Powers or Provisions of "The Public Health Act, 1848," or any Act amending the same.

Expenses of  
Act.

**CXLVII.** All the Costs, Charges, and Expenses of and incident to the passing of this Act and preparatory thereto shall be paid by the Company.

Short Title.

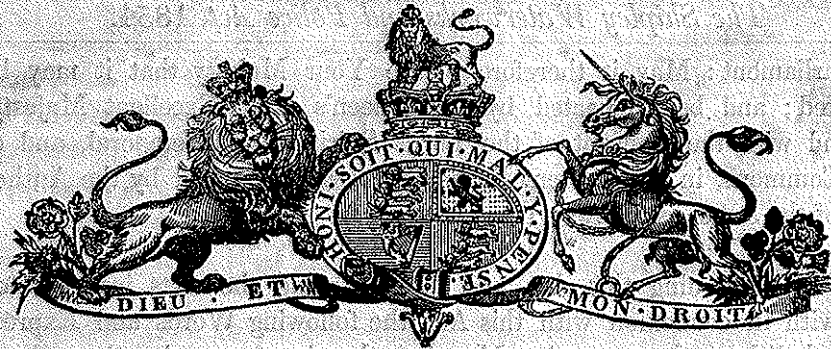
**CXLVIII.** This Act shall for all Purposes be sufficiently described or referred to as "*The Bradford Waterworks Act, 1854.*"

**LONDON:**

Printed by **GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,**  
Printers to the Queen's most Excellent Majesty. 1876.

YL06692

Shipley Waterworks & Police Act 1854



ANNO DECIMO SEPTIMO & DECIMO OCTAVO  
**VICTORIÆ REGINÆ.**

\*\*\*\*\*

*Cap. lxxvii.*

An Act to make Provision with respect to Water Supply and Police for *Shipley, Baildon, and Windhill*, in the West Riding of the County of *York*.  
 [3d July 1854.]

**W**HEREAS by an Order of Her Majesty in Council, bearing Date the Twenty-first Day of *February* One thousand eight hundred and fifty-three, "The Public Health Act, 1848" was applied to the District of *Shipley* in the Township of *Shipley* in the West Riding of the County of *York*, and certain Persons have been elected the Local Board of Health within and for the said District: And whereas the said District is not at present sufficiently supplied with Water, and it is expedient that the said Local Board of Health should be enabled to supply the same: And whereas the Township or Place of *Windhill*, adjoining or near to the said Township of *Shipley*, is also at present insufficiently supplied with Water, and it is expedient that the said Local Board should be enabled to extend their Supply to such Township or Place upon proper Terms and Conditions: And whereas it is expedient that better Provision should be made with respect to Police in the said Townships or Places of *Shipley* and *Windhill*: And whereas the Objects aforesaid cannot be effected without the Authority

[*Local.*]

12 X

of

*The Shipley Waterworks and Police Act, 1854.*

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 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,)

Interpreta-  
tion of Terms.

I. In construing this Act, and in construing the Acts incorporated herewith in connexion with this Act, the following Words and Expressions shall have the respective Meanings herein-after assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "the *Shipley* District" shall mean the District to which "The Public Health Act, 1848," is applied, which includes the Town or Village of *Shipley*; and the Expression "*Shipley* Board" shall mean the Local Board of Health for such District:

The Expression "*Windhill* District" shall mean any District or Districts to which "The Public Health Act, 1848," now is or hereafter shall be applied, which shall include the Town or Village of *Windhill*, or any Part thereof; and the Expression "*Windhill* Board" shall mean the Local Board or Boards of Health for such District or Districts:

The Expression "Quarter Sessions" shall mean any Quarter Sessions holden in and for the West Riding of the County of *York*, or any Adjournment thereof:

The Word "Owner" shall mean the Person for the Time being receiving the Rackrent of the Lands or Premises in connexion with which the said Word is used, whether on his own Account or as Agent or Trustee for any other Person, or who would so receive the same if such Lands or Premises were let at a Rackrent.

II. "The Lands Clauses Consolidation Act, 1845," and "The Waterworks Clauses Act, 1847," (except the Sections of the last-mentioned Act with respect to the Amount of Profit to be received by the Undertakers when the Waterworks are carried on for their Benefit, and with respect to the yearly Receipt and Expenditure of the Undertakers,) are hereby incorporated with this Act, except so far as the same are expressly varied by this Act, and in construing those Acts in connexion with this Act, the Expressions "the Undertakers" and "the Promoters of the Undertaking" respectively shall mean the *Shipley* Local Board.

Limits of Act  
for Water  
Supply.

III. Subject to the Provisions of this Act, and the Acts incorporated herewith, it shall be lawful for the *Shipley* Board to supply with Water the said Districts, or any or either of them.

Power to  
construct  
Works.

IV. It shall be lawful for the *Shipley* Board for the Purposes of any such Supply to make and maintain the following Waterworks in the West

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*The Shipley Waterworks and Police Act, 1854.*

West Riding of the County of *York*, with all proper Buildings, Mains, Pipes, Culverts, and other Works of any Description connected therewith respectively; (that is to say,)

A Reservoir on *Eldwick Beck* between *Intake Wood* and *Load Saddles Lane* in the Township and Parish of *Bingley* :

A Reservoir near *West Lane* in the Township of *Baildon* and Parish of *Otley* :

A Conduit from the first-mentioned Reservoir to the last-mentioned Reservoir, with necessary Works to intercept in its Course the Waters of *Glovershaw Beck* and all or any Streams flowing into such Beck or into *Eldwick Beck*, except as herein-after mentioned :

A Cut or Drain from the said Reservoir near *West Lane* to *Green Lane* in the Township of *Baildon* :

A Main Pipe or Conduit from the Reservoir near *West Lane* into the Township of *Shipley*.

V. And whereas a Plan and Section, showing the Situation, Line, and Levels of the said Waterworks, and a Book of Reference to such Plans, containing the Names of the Owners and Lessees, or of the reputed Owners and Lessees, and of the Occupiers of the Lands and Streams required to be taken or used for the Purposes of the said Waterworks, have been deposited with the Clerk of the Peace of the West Riding of the County of *York* : Be it enacted, That, subject to the Provisions and Powers of Deviation in this Act and the Acts incorporated herewith contained, the said Waterworks shall be made in the Line and upon the Lands delineated on the said Plan and described in the said Book of Reference, and according to the Levels defined on the said Section, and to enter upon, take, and use such of the said Lands, Streams, and Waters as may be necessary for that Purpose, except as herein-after mentioned, and to take from the said Streams and Waters so much Water as the *Shipley Board* may require for the Purposes of this Act.

Works to be made according to deposited Plan, &c.

VI. It shall be lawful for the *Shipley Board*, in constructing the Works by this Act authorized, to deviate from the Line and Levels defined on the said Plan and Section to such Extent as they may think proper, not exceeding the Limits of Deviation defined on the said Plan, or the Boundary of any Road or Highway where the Line of the Work passes along the same, and no Limits of Deviation are defined upon the Plan, and not exceeding Three Feet from the Levels defined on the said Section.

Power to deviate.

VII. The Reservoir on the *Eldwick Beck* shall be so constructed as to leave a Space of not less than One hundred Superficial Square Yards within the Lands of *William Rookes Crompton Stansfield Esquire* below such Reservoir for the Erection of a Mill thereupon, or upon the adjoining Property of the said *William Rookes Crompton Stansfield*, having a

As to Construction of Eldwick Reservoir.

Fall

*The Shipley Waterworks and Police Act, 1854.*

Fall of Twenty Feet at the least, and such Space shall be left in such Position as to make the Water to be discharged from such Reservoir available for the Use of any Mill to be constructed thereon, and the said *William Rookes Crompton Stansfield*, his Heirs and Assigns, shall be at liberty to use such Water accordingly, with such Fall of Twenty Feet at the least as aforesaid.

W. R. C. Stansfield to have exclusive Right of fishing, &c. on Eldwick Reservoir.

VIII. The said *William Rookes Crompton Stansfield*, his Heirs or Assigns, shall have the exclusive Right of fishing, shooting, and sporting within or upon the said Reservoir on the *Eldwick Beck*, and may keep a Boat thereon for the Purposes aforesaid, but so that the Water or Works of or connected with such Reservoir be not fouled or injured.

No Water to be diverted from Eldwick Beck till Completion of Reservoir on the Eldwick Beck.

IX. The *Shipley* Board shall not, except with the Consent in Writing of the Owners and Occupiers of Mills on the *Eldwick Beck*, and of the Undertakers of the *Aire and Calder* Navigation, below the said intended Reservoir on that Beck, and of *Titus Salt* Esquire, his Heirs or Assigns, divert or appropriate, for the Supply of the Inhabitants within the Limits of this Act, any of the Waters of the said Beck, or of any Stream flowing into the said Beck, unless and until it shall have been certified by Two Justices that the said Reservoir has been completed and filled with Water.

Certain Quantity of Water to be daily discharged down the Eldwick Beck.

X. After the said Reservoir shall have been completed and filled with Water the *Shipley* Board shall, on every Day except *Sunday*, *Christmas Day*, and *Good Friday* in every Year, cause to flow down the said *Eldwick Beck*, between the Hours of Five in the Morning and Eight in the Afternoon, a continuous Quantity of Water, not being less than Two Fifth Parts of the average Quantity of Water daily throughout the Twenty-four Hours flowing down the said Beck, to be ascertained as herein-after mentioned.

How the average Quantity of Water at present flowing down the Beck is to be ascertained.

XI. For the Purpose of ascertaining the average Quantity of Water daily throughout the Twenty-four Hours flowing down the said Beck the *Shipley* Board shall construct all necessary and proper measuring Gauges and Apparatus immediately above the said Reservoir upon the said Beck, and shall maintain the same in good Order, and shall permit the Owners and Occupiers of Mills upon the said Beck and upon the River *Aire* below the Point where the said Beck enters the same, and the Undertakers of the said Navigation or their Agent to have Access thereto at all Times, and shall not divert any Water from the said Beck, or remove any of the said Gauges or Apparatus until the average Quantity of Water daily flowing down the same shall have been fully ascertained and settled between them and the Owners and Occupiers of the said Mills.

Gauge to be constructed for regu-

XII. In addition to the Gauges and Apparatus for ascertaining the average Quantity of Water daily flowing down the said Beck, the *Shipley* Board

*The Shipley Waterworks and Police Act, 1854.*

Board shall construct a suitable measuring Gauge on the said Beck for regulating the Quantity of Water to be daily discharged down the said Beck out of the said intended Reservoir, and such Gauge shall be open to the Inspection and Examination of the Owners and Occupiers of the several Mills on the said Beck and on the said River below the Point where the said Beck enters the same, and the Undertakers of the said Navigation or their Agent.

lating daily  
Discharge of  
Water down  
the Beck.

XIII. The said Reservoir on the *Eldwick Beck* and the said Gauge, and all Works in connexion therewith respectively, shall be constructed and for ever after maintained and kept in good Order and Repair by and at the Expense of the *Shipley Board*; and the Expense of keeping Superintendents and other Officers or Servants at or about such Reservoir, and of regulating the Supply of Water therefrom, shall also be borne and paid by the said Board; and in case any such Superintendents, Officers, or Servants shall neglect or refuse to carry out the Regulations of this Act, he shall, on Complaint being made to the said Board, and Proof given by any of the said Owners or Occupiers of Mills, or by the Undertakers of the said Navigation, or the said *Titus Salt*, his Heirs, Tenants, or Assigns, or any of them, of such Neglect or Refusal, be forthwith dismissed by the said Board, who shall without Delay appoint some other Person in his Stead, and such other Person shall be liable to be dismissed in like Manner on a like Complaint being made and proved against him.

Reservoir  
and Works  
to be main-  
tained by the  
Board.

XIV. In case any Dispute shall arise between the *Shipley Board* and the Owners and Occupiers of Mills on the said Beck and on the said River below the Point where the said Beck enters the same and the Undertakers of the said Navigation touching the average Quantity of Water daily flowing down the said Beck, or the Gauges or Apparatus for ascertaining the same, or touching the Quantity of Water which shall hereafter be discharged down the said Beck, in order to comply with the Provisions of this Act, or touching the Gauge to be erected for regulating such Discharge, or touching the Sufficiency, Condition, or State of Repair of any of the said Gauges or Apparatus, or of any Works in connexion therewith, then and in every such Case the Dispute shall be settled by an Engineer, to be nominated by the President for the Time being of the Institution of Civil Engineers, at the Request of both or either of the said Parties.

Disputes to  
be settled by  
Engineer to  
be appointed  
by President  
of Institution  
of Civil En-  
gineers.

XV. The *Shipley Board* shall at all Times hereafter pay and make good to the Proprietors of every Navigation or Canal, whether incorporated or not, and every Person whomsoever, all Loss, Costs, Damages, and Expenses whatsoever, for all Injury of what Nature or Kind soever, as well immediate as consequential, which they may suffer, sustain, incur, or be put unto, by reason or in consequence of the bursting, breaking down, or giving way of the said Reservoir, or any Embankment or other

Shipley  
Board to be  
liable for all  
Damages  
consequent  
on the burst-  
ing of the  
Reservoir.

[Local.]

12 Y

Work



## SECTION 10.

8

*The Yeaden Waterworks Act, 1889.*

(5) The amounts to be paid for the acquisition of such easement shall in case of dispute be settled in the manner provided by "The Lands Clauses Consolidation Act 1845" with respect to the purchase of lands otherwise than by Agreement.

As to compensation water.

10. (1) The Company shall before and as a prior condition 5 to their taking appropriating or using for the supply of their district any of the waters aforesaid during every day of twenty-four hours deliver from the said storage reservoir hereby authorised into the goit which leads from Hawksworth Beck to "the New Dam" at a point in that goit situate not more than 10 two hundred and twenty yards from the foot of the outer slope of the embankment of the said reservoir not less than one hundred and forty-eight thousand seven hundred and fifty gallons of water. The said delivery shall be as nearly as possible regular and continuous throughout each day ; 15

(2) The Company shall provide and at all times maintain suitable gauges and other instruments for measuring and recording the quantity of water delivered from the said reservoir into the said goit in pursuance of this Section ;

(3) The said gauges and other instruments respectively shall at 20 all reasonable times be open to the inspection and examination of the Undertakers of the Navigation of the Rivers of Aire and Calder in the West Riding of the County of York and also of all persons interested in the flow of the water of the said Becks respectively ;

(4) If at any time any of such gauges or instruments be out of 25 repair or in an unfit condition for the purpose for which it is intended the Company shall forthwith put the same in fit repair and condition and if they fail to do so within seven days after notice in writing given to them in that behalf by or on behalf of the said Undertakers or any of the persons interested in the flow of 30 the water then the said Undertakers or any such person may cause the said gauges or instruments to be put in fit repair and condition and may recover the reasonable cost of so doing from the Company with full costs of the proceeding in any Court of competent jurisdiction ;

(5) The Company shall not take appropriate or use any of the 35 said waters until the said storage reservoir hereby authorised shall

be completed and fit for use and they have provided the said gauges and other instruments as aforesaid ;

(6) In case of the failure of the Company to permit the said quantity of water so to flow from the said Reservoir the Company shall be liable to a penalty not exceeding ten pounds for every day in which any such default shall occur such penalty to be recoverable summarily with the costs of the proceeding by any person interested in the subject matter of his complaint ;

(7) If any difference shall arise between the Company and the said Undertakers or any person interested with respect to the construction or use of the said respective gauges or instruments such difference shall be settled and determined by a Hydraulic Engineer to be nominated (unless otherwise agreed on between the parties in difference) on the application of either party (after seven days' notice in writing to the other of them) by the Board of Trade and the costs of and incident to the investigation and determination shall be borne as the said Engineer shall direct.

(8) The provisions of this Section shall be accepted and taken by all persons interested as full compensation for the waters which can be taken appropriated and used as aforesaid under the powers of this Act.

11. In the construction of the Works authorised by this Act the Company may deviate laterally to any extent not exceeding the limits of the lateral deviation shown on the deposited Plans and where on any road no such limits are shown the boundaries of such road shall be deemed to be such limits and they may also deviate vertically from the levels shown on the deposited Sections to any extent not exceeding in the case of the said Reservoir three feet upwards and ten feet downwards and in the case of all the other Works two feet upwards and ten feet downwards. Provided that if it be found necessary or expedient in the construction of the said Reservoir to alter the situation of the embankment thereof they may within the limits of deviation in the construction thereof and of the Works connected therewith deviate vertically from the levels of such embankment Reservoir and Works to an extent not exceeding twenty feet. Provided that the Company shall not construct any embankment or wall of the said Reservoir

Limits of deviation.

# SECTION 6 TO 7.

[53 VICT.]

*Baildon Local Board Water Act, 1890.* [Ch. xvii.]

A.D. 1890.

Menston crosses the said beck and terminating in the reservoir by this Act authorised at a point seventy yards or thereabouts south-westwards from the point of termination of the aqueduct conduit or line of pipes (No. 1) by this Act authorised:

(3) A reservoir wholly in the said township of Bingley-with-Micklethwaite to be formed by an embankment across the beck mentioned above in the description of the aqueduct conduit or line of pipes (No. 2) by this Act authorised at a point eighty yards or thereabouts eastward from the point at which the Birch Close allotment road crosses the said beck:

(4) An aqueduct conduit or line of pipes (called on the deposited plans and sections "Work No. 4") wholly in the said township of Bingley-with-Micklethwaite commencing in the reservoir by this Act authorised at or near the foot of the inner slope of the embankment of the said reservoir and terminating in the existing conduit or line of pipes belonging to the local board at a point two hundred and seventy yards or thereabouts measured south-eastwardly along that existing conduit or line of pipes from Birch Close Spring:

(5) A diversion wholly in the said township of Bingley-with-Micklethwaite of the Birch Close allotment road which leads from the highway between Eldwick and Menston to Birch Close Farm and Faweather such diversion commencing at a point in the said allotment road about one hundred and forty yards measured along that road from its junction with the said highway between Eldwick and Menston and terminating at a point opposite to the northerly end of the Birch Close Farm occupation road:

Together with all necessary and proper approaches embankments roads filtering beds wells tanks dams weirs gauges sluices culverts aqueducts drains mains pipes engines machinery and conveniences connected with the said works or any of them or necessary in connection with the impounding collecting utilising and distributing the waters of the springs and streams and other waters which by this Act the local board are empowered to divert impound and appropriate.

6. Subject to the provisions of this Act the local board may from time to time for the purpose of their waterworks undertaking collect impound take use divert and appropriate—

Power to  
take waters.

All such springs streams and waters as will or may be intercepted by the works authorised by this Act or as may be found in upon or under any lands for the time being belonging to the local board or which or easements over or in respect of which they may acquire under the powers



A.D. 1890.

of this Act and especially the several streams and waters mentioned in the preceding section of this Act and the following streams and waters (that is to say) Horncliff Beck Weecher Brow Beck Cocklake Well and White Flush.

As to compensation water.

7. (1) The local board shall before and as a prior condition to their taking appropriating or using for the supply of their district any of the waters aforesaid during every lawful working day deliver from the reservoir by this Act authorised into Weecher Brow Beck at a point situate not more than one hundred yards from the foot of the outer slope of the embankment of the said reservoir not less than one hundred and ten thousand two hundred and seventy-three gallons of water such delivery to be as nearly as possible regular and continuous throughout each such day Provided always that if the area of land for the time being drained by the streams of which the waters are by this Act authorised to be taken (which area at the present time comprises three hundred and seventy-nine acres or thereabouts) shall by any means be increased or if such area shall by any artificial means and without the consent or sanction of the local board be diminished then the quantity of water to be delivered from the said reservoir into Weecher Brow Beck pursuant to this section shall from time to time be increased or diminished accordingly in the ratio of two hundred and ninety gallons on each lawful working day for every acre of land by which such area shall be increased or diminished as aforesaid :

(2) The local board shall provide and at all times maintain suitable gauges and other instruments for measuring and recording the quantity of water delivered from the said reservoir in pursuance of this section :

(3) The said reservoir gauges and other instruments respectively shall at all reasonable times be open to the inspection and examination of the Undertakers of the navigation of the rivers of Aire and Calder in the West Riding of the county of York and also of all other persons interested in the flow of the water of the said Weecher Brow Beck or of the said Horncliff Beck below its junction with Weecher Brow Beck and a record of the quantity of water from time to time delivered from the said reservoir as aforesaid shall be kept at the office of the local board and the local board shall on Monday in every week cause a copy of such record for the preceding week to be sent by post addressed to the occupiers for the time being of Tong Park Mills :

(4) If at any time any of such gauges or instruments be out of repair or in an unfit condition for the purpose for which they are

intended the local board shall forthwith put the same in fit repair and condition and if they fail to do so within seven days after notice in writing given to them in that behalf by or on behalf of the said Undertakers or any of the other persons interested in the flow of the water then the said Undertakers or any such person may cause the said gauges or instruments to be put in fit repair and condition and may recover the reasonable cost of so doing from the local board with full costs of the proceeding in any court of competent jurisdiction:

(5) The local board shall not take appropriate or use any of the said waters until the reservoir by this Act authorised shall be completed and fit for use and they have provided the said gauges and other instruments as aforesaid:

(6) In case of the failure of the local board to deliver the said quantity of water into Weecher Brow Beck from the said reservoir the local board shall be liable to a penalty not exceeding ten pounds for every day in which any such default shall occur such penalty to be recoverable summarily with the costs of the proceeding by any person interested in the subject matter of this complaint. Provided always that no action or other proceeding shall be brought or taken against the local board in respect of any alleged default after the expiration of three months from the date thereof:

(7) If any difference shall arise between the local board and the said Undertakers or any other person interested with respect to the construction or use of the said respective gauges or instruments such difference shall be settled and determined by a hydraulic engineer to be nominated (unless otherwise agreed on between the parties in difference) on the application of either party (after seven days' notice in writing to the other of them) by the Board of Trade and the costs of and incident to the investigation and determination shall be borne as the said engineer shall direct:

(8.) The provisions of this section shall be accepted and taken by the said Undertakers and all other persons interested in the waters of Weecher Brow Beck or in the waters of Horncliff Beck below the junction therewith of Weecher Brow Beck as full compensation for the waters which can be taken appropriated and used as aforesaid under the powers of this Act.

8. For the protection of the Bingley township local board (in this section called "the Bingley board") the following provisions shall have effect:—

For protection of the Bingley township local board.

(1) If at any time the Bingley board shall require a supply of water from the local board for so much of the township of Bingley-with-Micklethwaite as is comprised within the Micklethwaite ward and as lies to the east of an imaginary line drawn

4     *The Burley-in-Wharfedale Urban District Water Act 1899.*

Incorporation of Acts.

2. The following Acts and parts of Acts so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act are hereby incorporated with this Act namely :—

The Lands Clauses Acts :

5

The Waterworks Clauses Acts 1847 and 1863 (except the provisions of the Waterworks Clauses Act 1847 with respect to the amount of profit to be received by the Undertakers when the waterworks are carried on for their benefit and except the words in Section 44 "with the consent in 10 writing of the owner or reputed owner of any such house or of the agent of such owner" and except Section 83 of the last-mentioned Act).

Interpretation of terms.

3. In this Act unless the context otherwise requires :—

"The district fund" and "general district rate" mean respectively the district fund and the general district rate of the district :

"The Clerk" means the clerk of the Council.

Execution of Act.

4. This Act shall be carried into execution by the Council.

Limits of Act for water.

5. The limits of this Act for the supply of water shall be the 20 district.

New works to form part of the existing waterworks undertaking.

6. Subject to the provisions of this Act the waterworks to be constructed and acquired under the authority of this Act shall for all purposes whatsoever inclusive of water rents rates and charges be deemed part of the existing waterworks and to be comprised in 25 the waterworks undertaking of the Council and the special and general Acts regulating the said undertaking shall be construed and applied accordingly.

Power to construct works.

7. Subject to the provisions of this Act the Council may wholly in the township of Burley in the parish of Otley in the West Riding 30 of the county of York and in the lines and situations and upon the lands delineated on the deposited plans and described in the deposited



book of reference make and maintain the following works shown on the deposited plans and sections (that is to say) :—

5 Work No. 1 a reservoir to be called Carr Bottom Reservoir to be situate on Carr Beck on Burley Common to be formed by a dam across the said Beck.

Work No. 2.—A line of pipes commencing at the said Carr Bottom Reservoir in or near the said Carr Beck and terminating in the inlet valve shaft of the existing reservoir of the Council situated at Hollin Nook.

10 Work No. 3. —A line of pipes commencing by a junction with Work No. 2 aforesaid in Moor Lane and terminating at or near the intersection of that road by the said Carr Beck.

8. The Council in addition to the foregoing works may upon any lands for the time being belonging to them make and maintain  
15 all such cuts channels adits catchwaters aqueducts culverts tunnels drains sluices bywashes weirs gauges wells tanks filter-beds dams walls bridges roads approaches engines machinery buildings and appliances necessary or convenient to the said works or for the inspection maintenance cleansing and working the same.

Power to make subsidiary works.

20 9. In the construction of the works by this Act authorised the Council may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plans and where on any road no such limits are shown the boundaries of such road shall be deemed to be such limits and they may also deviate verti-  
25 cally from the levels shown on the deposited sections to any extent not exceeding in the case of the reservoir five feet upwards and ten feet downwards and in the case of all other works to any extent not exceeding five feet upwards and ten feet downwards provided as follows (that is to say) :—

Limits of deviation.

30 (1) If it be found necessary or expedient in the construction of the reservoir by this Act authorised to alter the situation of the dam the Council may within the limits of deviation in the construction thereof and of the works connected therewith deviate vertically from the levels of such dam

6     *The Burley-in-Wharfedale Urban District Water Act 1899.*

reservoir and works as shown with reference to the datum line to any extent but

(2) The Council shall not construct the dam of such reservoir of a greater height above the surface of the ground than that shown on the deposited sections in respect of the corresponding dam and three feet in addition. 5

(3) Except for the purposes of crossing over a stream no part of the pipes shall be raised above the surface of the ground except so far as is shown on the deposited sections. 10

Power to  
take lands.

10. Subject to the provisions of this Act the Council may enter upon take and use compulsorily or by agreement such of the lands shown on the deposited plans and described in the book of reference as they require for the purposes of this Act.

Power to  
acquire  
additional  
lands.

11. Subject to the provisions of this Act the Council in addition to the other lands which they are by this Act authorised to acquire may enter upon take and use compulsorily or by agreement the following lands shown upon the deposited plans and described in the deposited book of reference (that is to say) :— 15

(1) Certain lands situate on Burley Common otherwise Burley Moor in the township of Burley in the parish of Otley in the West Riding of the county of York together with the two reservoirs and waterworks thereon erected known as and consisting of Higher Lanshaw Reservoir and Lower Lanshaw Reservoir with the catchwaters diversions cuts and other works connected therewith respectively together with all water rights and other rights therein or appertaining thereto or held and enjoyed therewith belonging or reputed to belong to Sophie Crofton Widow of the Hall Burley-in-Wharfedale aforesaid or her trustees Wilfrid Henry Hudleston of Cayton Hall near Ripley in the county of York Esquire and William Heinikin Horsfall of Westhorpe Great Smeaton Northallerton in the county of York Esquire (hereinafter called " the trustees "). 20 25 30

(2) Certain areas of land on Burley Common aforesaid viz. :—

(A) An area of land for the purposes of the said Carr Bottom Reservoir not exceeding eleven acres.

(B) An area of land around Higher Lanshaw Reservoir.

(C) An area of land around Lower Lanshaw Reservoir.

The said areas (B) and (C) not to exceed in the aggregate five acres.

Together with all rights and interests therein provided that any fences hereafter erected under the powers of this Act for the protection of the reservoirs shall consist of either open iron or post and rail fences not exceeding 4 feet in height and shall be erected as near to the edge of the respective reservoirs as is practicable.

**12.** (1) The Council shall not without the consent of the For protection of Menstone Water-works Company Limited. Menstone Waterworks Company Limited or their successors take or use any of the lands on Burley Moor described in the deposited plans and lying east of the line F G delineated with the red colour on the plan signed in duplicate by Alfred Baldwin Esquire the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred nor shall they without the like consent appropriate either directly or indirectly any water which may be or be found in or under any such lands lying east of the said line.

(2) The said plans signed as aforesaid shall within six months after the passing of this Act be deposited in the Private Bill Office of the House of Commons and in the office of the Council and copies of the plan deposited in the office of the Council in pursuance of this section and certified by the Clerk to be true copies shall be received in all Courts of Justice and elsewhere as prima facie evidence of the contents of such plan.

**13.** Subject to the provisions of this Act the Council may collect impound take use divert and appropriate for the purposes of their water undertaking the waters of the streams known as Carr Power to take waters.

8    *The Burley-in-Wharfedale Urban District Water Act 1899.*

Beck and Coldstone Beck and all such springs streams and waters on Burley Common aforesaid as are will or may be intercepted by the works by this Act authorised to be acquired or constructed or as may be found in on or under any of the lands for the time being belonging to the Council.

5

For the  
protection  
of Mrs.  
Sophie  
Crofton.

14. For the protection of the said Sophie Crofton or other the Lord or Lady for the time being of the Manor of Burley (all of whom are hereinafter referred to as the owner) the rights of fowling and sporting in and over the Carr Bottom Higher Lanshaw and Lower Lanshaw Reservoirs respectively and upon any lands 10 belonging to the owner which may be taken by the Council under the powers of this Act are exclusively reserved to the owner and for that purpose the owner and any person authorised by the owner shall have free access to the same and may carry away and appropriate all game and other birds and fowl taken or killed 15 thereon provided nevertheless that rights by this section reserved shall not be exercised so as to injure the dam or other works of the reservoir or to foul the water of the reservoir and shall not in any way interfere with the right of the Council at all times to draw off the water from the reservoir and to do all such acts and 20 things as may be necessary for cleaning repairing and maintaining the reservoir and the works connected therewith or for preventing the water therein from being fouled.

Council  
may acquire  
easements  
only in  
lands for  
certain  
purposes.

15. Subject to the provisions of this Act the Council may purchase take and use compulsorily or by agreement any rights or 25 easements in under over or connected with any lands houses or buildings delineated on the deposited plans and described in the deposited book of reference which they may require for the purposes of the works hereby authorised or of this Act. Provided always that nothing herein contained shall authorise the 30 Council to acquire by compulsion any such easement or right in any case in which the owner in his particulars of claim shall require the Council to acquire the lands in respect of which they have given notice to treat for the acquisition of an easement or right only and every notice to treat for the acquisition of an easement or right 35 shall be endorsed with notice of this proviso : Provided also that as regards any lands taken or used by the Council for the purpose of



constructing or laying any aqueducts conduits or lines of pipes therein where the same are laid underground the Council shall not (unless they purchase such lands and not merely easements or rights therein) be required or (except where otherwise agreed with the  
5 owners and occupiers of such lands) entitled to fence off or sever such lands from the adjoining lands but the owners or occupiers for the time being of such lands shall (except where otherwise agreed) at all times except during the construction cleansing renewal or repair of the works have the same rights of passing over  
10 such lands for all purposes of or connected with the use or enjoyment of the adjoining lands as if such lands had not been taken or used by the Council.

16. The powers of the Council for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the  
15 expiration of three years from the passing of this Act. Period for compulsory purchase of lands.

17. The Council may from time to time for the purposes of this Act take by agreement and hold in addition to the lands which they are authorised to take by compulsion any lands within the limits of this Act for the supply of water not exceeding in the whole  
20 at one time fifteen acres or any easement or right (not being an easement or right to take water in which others than the parties to the agreement have a right or interest) in or over such additional land but no buildings shall be erected on such lands except buildings required in connection with the waterworks of the Council. Power to acquire additional lands by agreement.

25 18. In addition to the lands springs streams water easements and rights which the Council are by this Act otherwise authorised to purchase the Council may from time to time for the purpose of preventing the fouling of the water of any stream flowing into any  
of their waterworks or for the protection of their waterworks against  
30 nuisances encroachment or injury take by agreement and hold any lands near the said Carr Bottom Reservoir and within the present drainage area of the said Carr Bottom Reservoir and so long as such lands shall be so held they shall not be deemed to be superfluous lands within the meaning of the Lands Clauses Acts but  
35 the Council shall not so long as the same are held by the Council create or permit the creation of any nuisance upon such lands and Power to take additional lands by agreement for protection of works.

10 *The Burley-in-Wharfedale Urban District Water Act 1899.*

no buildings shall be erected on such lands except buildings required in connection with the waterworks of the Council.

Power to  
take ease-  
ments &c.  
by agree-  
ment.

19. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Council any easement right or privilege (not being an easement or right to take water in which persons other than the parties to the agreement have any right or interest) required for the purpose of constructing the works hereby authorised or for other purposes of this Act or for the purposes of the water undertaking of the Council and the provisions of the said Acts with respect to lands and rent charges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively. 5 10

Power to  
retain  
lands.

20. The Council may retain hold and use for such time as they think fit any lands purchased by them or taken by them under the powers of this Act for the purposes of this Act or of their undertaking and so long as such lands shall be so held they shall not be deemed to be superfluous lands within the meaning of the Lands Clauses Acts but the Council shall not so long as the same are held by the Council create or permit the creation of any nuisance upon such lands and no buildings shall be erected upon such lands except buildings required in connection with the waterworks of the Council. 20

Application  
of moneys  
from sale  
&c. of land.

21. The Council shall apply all moneys received from time to time by them in respect of any sales or dispositions of lands and premises authorised by this Act or any of the Acts incorporated herewith or by way of fine or premium on any lease in or towards paying off moneys borrowed and for the time being owing under this Act: Provided that such proceeds shall not be applicable to the payment of instalments appropriations or other annual repayments or to payments into the sinking fund except to such extent and upon such terms as may be approved by the Local Government Board. 30

As to com-  
pensation  
water.

22. (1) The Council shall before they commence to abstract or appropriate any of the waters authorised to be taken by this Act 35

permit or cause to flow as compensation water down the stream affected not less than eighteen thousand six hundred gallons during the twenty-four hours of each day. The said flow shall be regular and continuous throughout each day.

18600

6 (2) The Council shall before they appropriate or abstract any of the water by this Act authorised to be taken construct and for over after maintain suitable measuring gauges at or near the Carr Bottom Reservoir over or through which the said compensation water shall flow and the same shall be open to the inspection and examina-  
10 tion of all persons interested therein and of the County Council of the West Riding of Yorkshire and their officers and Agents.

(3) In case of any neglect on the part of the Council to maintain any such gauges in a state of efficiency and in case of any other neglect by or in consequence of which the said quantity of com-  
15 pensation water shall not so flow the Council shall for every day on which such neglect occurs forfeit and pay upon summary conviction to the County Council and to each of the persons affected thereby (who may sue for and recover the same within one month after such failure) the sum of five pounds but not exceeding in the  
20 whole twenty-five pounds in respect of any one day in which such failure shall occur.

(4) The provisions of this section shall be accepted and taken as full compensation for all water by this Act authorised to be diverted taken used and appropriated by the Council for the  
25 purposes of their water undertaking.

23.—(1) All water supplied by the Council whether in bulk or otherwise and used for dietetic purposes shall not act on lead in a manner injurious to public health and if in the opinion of the Medical Officer of the County Council it shall be proved to act in  
30 such manner it shall before delivery be efficiently and continuously filtered through such material or shall be so chemically treated as to prevent the action of such water on lead or on any material used for the construction of pipes cisterns or other receptacles into the manufacture of which lead enters in a manner injurious or liable to  
35 prove injurious to public health.

For pre-  
vention of  
plumbism.

12 *The Burley-in-Wharfedale Urban District Water Act 1899.*

(2) On the receipt of such opinion of the said Medical Officer of the County Council the Council shall forthwith construct and thenceforward maintain the necessary apparatus and appliances to prevent such action.

(3) If after due notification the Council shall fail to construct such apparatus or appliances or apply such treatment as shall efficiently prevent such action or shall fail thenceforward to efficiently maintain the same or shall at any time supply water in such a condition as to be capable of such action they shall be liable to a penalty not exceeding ten pounds for every day on or on any part of which any infringement of this section shall occur and such penalty shall be recoverable summarily at the instance of the County Council. 5

(4) For the better enforcement of the provisions of this section any person duly authorised by the County Council may at any time enter on the property of the Council for the purpose of inspecting the apparatus and appliances and materials used for filtering or treating the water as the case may be and may take samples of the water in duplicate and shall thereupon before he carries away the same from the property of the Council seal up and mark such samples and shall leave one of such samples with the person if any in charge of the property and any person who molests hinders or obstructs any such person in the performance of his duty under this section shall be liable to a penalty not exceeding five pounds for every such offence. 15 20

Restrictions  
on taking  
labouring-  
class  
houses.

24. The Council shall not under the powers of this Act without the consent of the Local Government Board take ten or more houses which on the fifteenth day of December last were or have been since that date or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers. 25 30

If the Council acquire or appropriate any house or houses under the powers by this Act granted in contravention of the foregoing provisions they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and from part of the Consolidated Fund of the United Kingdom: Provided that the Court may if it think fit reduce such penalty. 35



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of a railway company and which is or may be placed wholly upon or over any railway station yard platform or station approach belonging to a railway company and so placed that it cannot fall into any street or public place:

"Infectious disease" means any infectious disease to which the Infectious Disease (Notification) Act 1889 for the time being applies within the district:

"Closet accommodation" means any receptacle for human excreta and the fittings and apparatus connected therewith:

"Daily penalty" means a penalty for every day on which any offence is continued after conviction:

"Statutory security" means any security in which trustees are for the time being by or under any Act of Parliament passed or to be passed authorised to invest trust money and any mortgage bond debenture debenture stock stock or other security authorised by or under any Act of Parliament passed or to be passed of any county council or municipal corporation or of any local authority as defined by section 34 of the Local Loans Act 1875 but does not include securities of the Council or annuities rentcharges or securities payable to bearer.

## PART II.

### WATER.

*By Local Board*

5. Subject to the provisions of this Act the Council may make construct lay down and maintain in the situation and lines and according to the levels shown on the deposited plans and sections relating thereto and in and upon the lands described upon such plans the several works shown on the said plans together with all proper embankments bridges roads approaches ways wells tanks basins gauges filter beds dams sluices bye-washes waste weirs outlets outfalls discharge pipes adits shafts tunnels aqueducts culverts cuts channels conduits drains mains pipes standpipes junctions valves telegraphs telephones and other means of electric communication engines pumping machinery constructions apparatus buildings houses works and conveniences connected with or ancillary to the said works or any of them or which the Council may consider necessary for inspecting maintaining cleansing repairing conducting managing and using the same The works

Power to  
construct  
new works.

A.D. 1904. shown on the deposited plans and sections comprise the following principal works (that is to say) :—

Work No. 1 A reservoir situate wholly in the parish of Embsay-with-Eastby in the rural district of Skipton in the west riding of the county of York to be formed by means of an embankment across the valley of the Embsay Beck on certain fields numbered 204 206 207 212 and 213 on the 1/2500 Ordnance map of the said parish of Embsay-with-Eastby published in 1891 such embankment commencing in field numbered 204 as aforesaid at a point 2·5 chains or thereabouts measured in an easterly direction from the western corner of the said field and 8·9 chains or thereabouts measured in a north-westerly direction from the south-eastern corner of the said field and terminating in the said field numbered 212 as aforesaid at a point 3·9 chains or thereabouts measured in a north-westerly direction from the south-east corner of the said field and two chains or thereabouts measured in a westerly direction from the north-eastern corner of the said field such reservoir extending up the valley of the Embsay Beck and its tributaries in a north-easterly direction to a point 3 chains measured in an easterly direction from the south-east corner of the cottage in the occupation of Mary Ann Tattersall and Betsy Tattersall and one chain measured in a north-westerly direction from the north-east corner of field numbered 215 on the said 1/2500 Ordnance map of the said parish of Embsay-with-Eastby and in a north-westerly direction to a point 3·1 chains measured in a south-easterly direction from the north-west corner of the field numbered 201 on the said 1/2500 Ordnance map of the said parish of Embsay-with-Eastby and 5·2 chains or thereabouts measured in a northerly direction from the south-west corner of the said field :

Work No. 2 An aqueduct consisting of one or more lines of pipes situate partly in the parish of Embsay-with-Eastby in the rural district of Skipton and partly in the parish and urban district of Skipton commencing in the aforesaid reservoir (Work No. 1) at a point 16·3 chains or thereabouts measured in a north-westerly direction from the north-west corner of the building known as the Crown Spindle Works and terminating by a junction with the existing main of the Council in High Street Skipton immediately opposite the Skipton Town Hall :

Work No. 3 A road diversion situate in the said parish of Embsay-with-Eastby commencing by a junction with the existing road known as Embsay Pasture Road at a point 5 chains or thereabouts measured in a straight line along the said road in a north-westerly direction from the north-west corner of the house known as Crown Cottage and terminating by a junction with the existing Moor Road situate on the Embsay-with-Eastby Common at a point 6·9 chains or thereabouts measured in a straight line in a south-easterly direction from the south-east gable of the house known as Crag End:

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Provided that no telegraph telephone or other means of electric communication constructed under the authority of this Act shall be used for the purpose of transmitting telegrams in contravention of the exclusive privilege conferred upon the Postmaster-General by the Telegraph Act 1869.

6. Subject to the provisions of this Act the Council may in the construction of the works by this Act authorised deviate from the lines or position thereof respectively as shown on the deposited plans relating thereto to any extent within the limits of deviation defined on those plans and where the line of any work is shown on those plans as passing along any road and no limits of deviation are marked on the deposited plans the Council may in making such work deviate laterally to any extent within the boundaries of such road and the Council may also deviate from the levels of the works by this Act authorised as delineated on the deposited sections to any extent not exceeding ten feet upwards and to any extent downwards Provided that no such deviation upwards shall cause any part of any pipe to be raised above the surface of any road or (except for the purpose of crossing any stream or railway) ground unless shown upon the deposited sections as intended to be placed above the surface of the ground or to a greater extent than is shown Provided also that if it be found necessary or expedient in the construction of the reservoir by this Act authorised to alter the situation of any embankment as shown on the deposited plans the Council may within the limits of deviation thereof marked on the deposited plans alter the same accordingly and may also in the construction of the works authorised by this Act deviate vertically from the levels of such embankment as shown with reference to the datum line of such sections to any extent not exceeding twenty feet but the Council shall not construct any embankment of the said reservoir of a greater height above the general surface of the

Power to deviate in construction of works.

A.D. 1904. ground than that shown on the deposited sections in the case of the corresponding embankment and three feet in addition.

Power to  
take waters.

7. Subject to the provisions of this Act the Council may take collect divert impound and use for the purposes of the water undertaking all such brooks streams springs and waters as can or may be intercepted or taken by the works by this Act authorised and especially the waters of the Embsay Beck and its tributaries including Lowburn Gill and Moor Beck at and above the point at which the same will be intercepted by the said reservoir (Work No. 1) hereinbefore described.

As to com-  
pensation  
water.

8.—(1) Until the expiration of the period in this Act contained or provided for the completion of the said reservoir the Council may take from the Embsay Beck any water they may require subject to the following restrictions :—

They shall place a gauge weir across the said Embsay Beck at or near the proposed intake through an aperture in which two hundred and sixty-one thousand gallons of water shall be allowed to pass and flow down the said Embsay Beck continuously every day of twenty-four hours :

During such time as the flow of water through the said aperture of the gauge weir into the said Embsay Beck shall be less than at the rate of two hundred and sixty-one thousand gallons per day of twenty-four hours the Council shall not be entitled to draw any water therefrom but during such time as the flow is in excess of such rate the Council may take all or such part of the excess as they may require.

After the said reservoir is completed the following provisions shall apply :—

(A) The Council shall during every day of twenty-four hours discharge or deliver into the Embsay Beck at a point therein situate not more than one hundred yards below the foot of the embankment of the reservoir not less than two hundred and sixty-one thousand gallons of water in a continuous flow :

(B) For the purpose of measuring the quantity of water to be so discharged or delivered into the Embsay Beck the Council shall erect and maintain at a point on the said Embsay Beck below the said reservoir a proper and suitable measuring gauge over or through which the said compensation water shall flow.



(2) The said gauge weir and the measuring gauge shall respectively be constructed and duly maintained in a position approved by and otherwise to the reasonable satisfaction of the surveyor engineer or other person appointed in that behalf by the West Riding of Yorkshire Rivers Board (hereinafter referred to as "the rivers board") and shall be open to the inspection and examination of the said rivers board and their duly authorised officers and agents and of all other persons interested therein. A.D. 1904.

(3) In case the Council shall before the date of the completion of the said reservoir take any water from the Embsay Beck during any time in which less than the rate of two hundred and sixty-one thousand gallons per diem is flowing through the aperture of the said gauge weir or after the said reservoir is completed shall omit or fail to discharge or cause to flow the quantity of water by this Act required to flow or be discharged over or through the said measuring gauge as the case may be the Council shall be liable to a penalty not exceeding five pounds for every day on which any such act omission or default shall occur and such penalty shall be recoverable by the said rivers board in a court of summary jurisdiction. The Council shall also make compensation to each of the persons affected thereby who may have sustained loss by any such act omission or failure for or in respect of all such loss so sustained by them respectively by reason of such act omission or failure the same to be recoverable with costs in any court of competent jurisdiction.

(4) If any difference arises between the Council and the rivers board or any other person so interested with respect to the construction or use of any gauge or the accuracy state of repair or condition thereof such difference shall be referred to the arbitration of an engineer to be nominated (unless otherwise agreed) on the application of either of them by the Board of Trade.

(5) The provisions of this section shall be accepted and taken by all parties interested as full compensation for all water the Council may or can at any time by any works now or hereafter to be constructed collect divert impound and abstract from the brooks streams diversions springs and waters situated within the area delineated and coloured pink on the Ordnance map signed by George Henry Hill on behalf of the Council and by Trevor Edwards on behalf of the rivers board which map shall be deposited with the clerk of the peace for the west riding of the county of York who shall permit any person to inspect the same within the usual office hours on payment of one shilling and a copy or

A.D. 1904. copies thereof duly certified by the said clerk of the peace shall be evidence.

Power to take additional lands by agreement.

**9.** The Council may for the purposes of their water undertaking purchase by agreement any lands not exceeding thirty acres in addition to the lands which they are authorised by this Act to take by compulsion and in addition to the lands which they were authorised to purchase under the Act of 1874 as amended by the Order of 1895 but the Council shall not create or permit the creation of any nuisance on any such lands and shall not erect or permit the erection or user on any such lands of any buildings other than houses or buildings required for or used in connection with the water undertaking.

Power to agree as to drainage of lands &c.

**10.** The Council may make and carry into effect agreements with the owners lessees or occupiers of any lands within the drainage area of the reservoirs and works by this Act authorised with reference to the execution by the Council or such owners lessees or occupiers of such works as may be necessary for the purpose of draining such lands or any of them or for more effectually collecting conveying and preserving the purity of the waters by this Act authorised to be diverted collected and appropriated by the Council flowing to upon or from such lands directly or derivatively into such reservoirs and works.

Power to hold lands for protection of waterworks.

**11.** The Council may hold any lands acquired by them under the powers of this Act which they may deem necessary for the purpose of protecting their waterworks against pollution fouling and contamination and so long as such necessity shall continue such lands shall not be deemed to be superfluous lands within the meaning of this Act or the Lands Clauses Acts respectively but the Council shall not create or permit a nuisance on any such lands and shall not erect any buildings thereon other than offices and dwellings for persons in their employ and such buildings and works as may be incident to or connected with their water undertaking.

New waterworks to form part of water undertaking of Council.

**12.** The waterworks by this Act authorised to be made by the Council shall form part of the water undertaking of the Council and the Council may use the water obtained by means thereof for the purpose of supplying water under the Act of 1874 and this Act.

Provisions as to fouling of water.

**13.** For the prevention of the pollution of any waters over which the Council have any powers of user or of any watercourse through which any water may for the time being flow into any such waters the Council may with the consent of the county council

in whose county and of the district council in whose district such pollution occurs enforce the provisions of the Rivers Pollution Prevention Acts 1876 and 1893 or of the Public Health Acts with respect to any such waters and watercourses or in respect of any nuisance which may exist in proximity thereto and the Council with such consent as aforesaid shall have and may if they think fit from time to time exercise such or the like powers as may for the time being be exercised by such county council or district council as the case may be under any enactment for the prevention of the pollution of any such water or watercourse or for the prevention or abatement of any such nuisance and the provisions of such enactment shall for the purpose aforesaid be extended and apply mutatis mutandis to the Council. Provided that if the county council in whose county and the district council in whose district the pollution occurs or is likely to occur refuse or neglect for the space of one month after being requested by the Council by notice in writing under the hand of their clerk either to enforce the provisions of the said Acts or to consent to the enforcement thereof by the Council the Council may appeal to the Local Government Board who may give to them such consent and thereupon the Council may proceed to enforce the provisions of the said Acts.

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Any expenses incurred by the Local Government Board in relation to any inquiry under this section including the expenses of any witnesses summoned by the inspector holding the inquiry and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector shall be paid by and recoverable from the Council or the county council or the district council or partly from the one and partly from the other or either of them as the Local Government Board may determine.

**14.—(1)** The Council may for the purposes of their water undertaking construct lay down erect and maintain such conduits mains pipes culverts sluices wells tanks cisterns engines machinery buildings works and conveniences as they may from time to time deem necessary.

Application  
of provisions  
of Public  
Health Acts  
as to water-  
works.

(2) The Council shall in carrying out the provisions of subsection (1) of this section have the powers of a local authority under section 54 of the Public Health Act 1875 in respect to the carrying of water mains within and without their district and for the purposes of that section all parishes and places within the water limits shall be deemed to be included in the district of the Council.

A.D. 1904.

(3) In the exercise of the powers of this section the Council shall be subject to the provisions as far as they are applicable of the Public Health Acts and the Waterworks Clauses Act 1847 in the same manner and to the same extent as if such powers were conferred by those Acts.

Period for  
completion  
of works.

**15.** If the works by this Act authorised are not completed within seven years from the passing of this Act the powers by this Act granted for the making thereof or otherwise in relation thereto shall cease except as to so much thereof as is then completed. Provided always that subject to the restrictions and provisions of this Act the Council may at any time after the expiration of the said period lay down additional lines of pipes and alter enlarge extend and renew their mains pipes and other works as they may think expedient to provide for the requirements of their water supply.

For preven-  
tion of  
plumbism.

**16.—(1)** All water supplied by the Council under this Part of this Act whether in bulk or otherwise and used for dietetic purposes shall before delivery be efficiently and continuously filtered through such material or shall be chemically treated so as to prevent the action of such water on lead or on any material used for the construction of pipes cisterns or other receptacles into the manufacture of which lead enters in a manner injurious or liable to prove injurious to public health.

(2) The Council shall forthwith construct and thenceforward maintain the necessary apparatus and appliances to prevent such action.

(3) If the Council shall fail to construct such apparatus or appliances or apply such treatment as shall efficiently prevent such action or shall fail thenceforward to efficiently maintain the same or shall at any time supply water in such a condition as to be capable of such action they shall be liable to a penalty not exceeding ten pounds for every day on or on any part of which any infringement of this section shall occur and such penalty shall be recoverable summarily at the instance of the county council.

(4) For the better enforcement of the provisions of this section any person duly authorised by the county council may at any time enter on the property of the Council for the purpose of inspecting the apparatus and appliances and materials used for filtering or treating the water as the case may be and may take samples of the water in duplicate and shall thereupon before he carries away the same from the property of the Council seal up



and mark such samples and shall leave one of such samples with the person (if any) in charge of the property and any person who molests hinders or obstructs any such person in the performance of his duty under this section shall be liable to a penalty not exceeding five pounds for every such offence.

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**17.** Where a house supplied with water is let to monthly or weekly tenants or tenants holding for any other period less than a quarter of a year the owner instead of the occupier shall if the Council so determine pay the rate for the supply but the rate may be recovered from the occupier and may be deducted by him from the rent from time to time due from him to the owner. Provided that no greater sum shall be recovered at any one time from any such occupier than the amount of rent owing by him or which shall have accrued due from him subsequent to the service upon him of a notice to pay the rate.

Rates payable by owners of small houses.

**18.** The Council shall not be bound to supply more than one house by means of the same communication pipe and they may if they think fit require that a separate pipe be laid from the main pipe into each house supplied by them with water.

Council not bound to supply several houses by one pipe.

**19.** A notice to the Council from a consumer for the discontinuance of a supply of water shall not be of any effect unless it be in writing signed by or on behalf of the consumer and be left at or sent by post to the office of the Council.

Notice of discontinuance.

**20.—(1)** The Council may make byelaws for the purpose of preventing the waste undue consumption misuse or contamination of water and may by such byelaws prescribe the size nature materials workmanship and strength and the mode of arrangement connection disconnection alteration and repair of pipes meters cocks ferrules valves soil-pans waterclosets baths cisterns and other apparatus (in this section referred to as "water fittings") to be used and forbid any arrangements and the use of any water fittings which may allow or tend to waste undue consumption misuse erroneous measurement or contamination.

Byelaws for preventing waste &c. of water.

(2) Such byelaws shall apply only in the case of premises to which the Council are bound to afford and do in fact afford or are prepared on demand to afford a constant supply.

(3) In case of failure of any person to observe such byelaws as are for the time being in force the Council may if they think fit after twenty-four hours' notice in writing enter and by and under the direction of their duly authorised officer repair replace

A.D. 1904. or alter any water fittings belonging to or used by such person and not being in accordance with the requirements of such byelaws and the expense of every such repair replacement or alteration shall be recoverable by the Council as the water rates in respect of the premises are recoverable.

(4) So soon as the byelaws provided for by this section are in force section 48 of the Act of 1870 and section 18 of the Act of 1874 and any regulations made thereunder shall be repealed.

Supply of  
water for  
other than  
domestic  
purposes and  
by measure.

**21.** The Council may supply water for other than domestic purposes on such terms and conditions as the Council think fit and may supply water by measure either for domestic or other purposes and the moneys payable for the supply of water under this section shall be recoverable in the same manner as water rates. Provided always that no person shall be entitled to a supply of water for other than domestic purposes if such supply would interfere with the sufficiency of the supply of water for domestic purposes. Provided also that the price to be charged for a supply by measure shall not exceed one shilling and sixpence per thousand gallons.

Power to  
sell or let  
meters.

**22.** The Council may sell meters and any fittings connected therewith upon and subject to such terms (pecuniary or otherwise) and conditions as they think fit.

The provisions of section 14 of the Waterworks Clauses Act 1863 shall extend to authorise the Council to let for hire any water fittings to any person supplied by them with water.

Notice to  
Council of  
connecting  
or discon-  
necting  
meters.

**23.** Before any person connects or disconnects any meter by means of which any of the water of the Council is intended to be or has been registered he shall give not less than twenty-four hours' notice in writing to the Council of his intention to do so and all alterations or repairs and the connecting and disconnecting of meters shall be done at his cost and under due superintendence of any officer of or person authorised by the Council and any person offending against this enactment shall for every such offence be liable to a penalty not exceeding forty shillings.

Injuring  
meters &c.

**24.** Every person who wilfully fraudulently or by culpable negligence injures or suffers to be injured any pipe meter or other instrument for measuring water or any fittings belonging to the Council or who fraudulently alters the index to any meter or other instrument for measuring water or prevents any meter or other instrument for measuring water from duly registering the

quantity of water supplied or fraudulently abstracts consumes or uses water of the Council shall (without prejudice to any other right or remedy for the protection of the Council) be liable to a fine not exceeding five pounds and the Council may in addition thereto recover the amount of any damage by them sustained : A.D. 1904.

And in any case in which any person has wilfully fraudulently or by culpable negligence injured or suffered to be injured any pipe meter instrument or fittings belonging to the Council or has fraudulently altered the index to any meter or other instrument for measuring water or prevented the same from duly registering the quantity of water supplied or has fraudulently abstracted consumed or used water of the Council the Council may also enter upon the premises occupied by the offender and repair such injury and do all such works matters and things as may be necessary for ensuring the proper registering by such meter of the quantity of water supplied by means thereof and the expense of such repair and of all such works matters and things shall be repaid to the Council by the person so offending and may be recovered by them as water rates are recoverable. The existence of artificial means for causing such injury alteration or prevention or for abstracting consuming or using water of the Council when such pipe meter instrument or fittings is or are under the custody or control of the consumer shall be *prima facie* evidence that such injury alteration prevention abstraction consumption or use as the case may be has been fraudulently knowingly and wilfully caused by the consumer using such pipe meter instrument or fittings.

**25.** The Council may if requested by any person supplied or about to be supplied by them with water furnish to him and repair or alter but shall not manufacture any such pipes valves cocks cisterns baths meters soil-pans waterclosets apparatus and receptacles as are required or permitted by their regulations and may provide all materials and do all work necessary or proper in that behalf and the reasonable charges of the Council in providing such materials and executing such work shall be paid by the person requiring the same. Power to supply materials.

**26.** Sections 49 and 53 of the Act of 1870 and sections 20 and 33 of the Act of 1874 are hereby repealed. Sections 49 and 53 of Act of 1870 and sections 20 and 33 of Act of 1874 repealed.

**27.** The words "gross annual value" in the Acts of 1870 and 1874 are hereby defined to mean the gross estimated rental as estimated for the purposes of the poor rate. Definition of "gross annual value" in Acts of 1870 and 1874.

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Power to lay  
pipes in  
streets not  
dedicated to  
public use.

**28.** The Council may on the application of the owner or occupier of any premises within the water limits abutting on or being erected in any street laid out but not dedicated to public use supply such premises with water and may lay down take up alter relay or renew in across or along such street such pipes and apparatus as may be requisite or proper for the furnishing such supply.

Contracts for  
supplying  
water in  
bulk.

**29.** The Council may enter into and carry into effect agreements with any local authority company or persons for the supply of water beyond the water limits to any such authority company or persons respectively in bulk for any purpose and for such remuneration and on such terms and conditions and for such period as may be agreed upon. Provided that such supply shall not be given except with the consent of any company or person supplying water under parliamentary authority within the district to be supplied and of the local authority of that district nor if and so long as such supply would interfere with the supply of water for domestic purposes within the water limits.

For protec-  
tion of Duke  
of Devon-  
shire.

**30.** The following provisions shall unless otherwise agreed in writing have effect for the protection of the Most Noble Spencer Compton Duke of Devonshire his heirs and assigns (all of which persons are in this section included in the expression "the owner") :—

(1) The Council shall not for the purpose of the aqueduct (Work No. 2) acquire otherwise than by agreement any lands of the owner or any other or greater right than the easement or right of laying maintaining and renewing the aqueduct or line of pipes in a strip of the owner's land not more than six feet wide. The Council shall not fence off such strip of land from the other lands of the owner and the owner and his tenants shall at all times have the right of passing over such strip of land and so far as compatible with the rights of the Council therein of using the same for his or their own purposes :

(2) The Council shall provide and maintain for the free use of the owner and his tenants and the commoners having rights on Emsay-with-Eastby Common a fit place for washing sheep on a site below the reservoir (Work No. 1) approved by the owner or his agent with access thereto from the public road :



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- (3) The Council shall not take any stone or other minerals from Embsay-with-Eastby Common and shall not take any stone or other minerals from any other lands acquired by them from the owner under the powers of this Act save for the purpose of the construction of the works authorised by this Act :
- (4) The owner shall have the sole right of shooting over the lands acquired by the Council in the parish of Embsay-with-Eastby under the powers of this Act whether or not hereafter covered with water with access and right of entry thereto and such rights may be exercised and enjoyed by the owner and his tenants and all persons authorised by the owner :
- (5) The Council shall make good the drainage and sewerage of all lands and buildings belonging to the owner where interfered with by any of the works of the Council :
- (6) In all cases where the supply of water to any land or building of the owner is severed or injured by the works of the Council a proper and sufficient supply not less in quantity or convenience than the supply existing before such severance or injury shall be given and maintained at all times by the Council for the use of the owner and his tenants free of charge and the Council shall bear the cost of making and maintaining all necessary works for affording such substituted supply :
- (7) The Council shall so far as they lawfully may at the request of the owner supply water under the same regulations and at the same scale of charges as may for the time being be in force within the urban district of Skipton to any property of the owner within 200 yards of the aqueduct (Work No. 2) between the reservoir (Work No. 1) and Brackenley Lane as shown on the deposited plans :
- (8) The Council shall construct the road diversion (Work No. 3) so that the new road shall have a width of 16 feet and shall be properly metalled to a width of 12 feet and rolled by a steam roller and fenced with stone walls not less than five feet high but with gates and posts at whatever points in the westerly wall may prior to the erection of such westerly wall be selected

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by the owner and the owner and his tenants shall so far as the Council have power to authorise the same have the use of such road and access through such gates to the road. The owner and his tenants shall also be entitled at any time at their own cost to alter the position of any such gates and posts or to make and use additional gates and posts in such wall as they may from time to time require for the accommodation of their adjoining lands. All gates and posts referred to in this subsection shall be kept in repair by the owner:

- (9) The Council shall erect a gate and posts across the new road at the end adjoining Embsay-with-Eastby Common:
- (10) The Council shall construct and maintain from the road diversion (Work No. 3) a road 15 feet in width metalled to a width of 12 feet with proper approaches either along the top or along the slope of the embankment of the reservoir (Work No. 1) (with a gradient if on the slope of the embankment not steeper than one foot in 20 feet) and shall construct and maintain gates and posts at each end of such road and the owner and his tenants shall be entitled to use such road as an access to the property of the owner on the south-east side of the reservoir (Work No. 1):
- (11) The Council shall take all reasonable precautions for the protection of game on the property of the owner during the construction of the works authorised by this Act:
- (12) Except as hereinbefore provided with reference to the aqueduct (Work No. 2) the Council shall fence off all the property acquired by them for the purposes of the works by this Act authorised with stone walls of not less than five feet in height and shall maintain such walls in good repair and condition:
- (13) The owner shall sell and the Council shall buy the lands of the owner (including the timber and the two houses and buildings now occupied by Jeffery Wellock and David Read thereon) delineated on the plan signed by Gilson Martin on behalf of the owner and by John Mallinson on behalf of the Council and thereon coloured pink and containing forty-four acres or thereabouts:

- (14) The owner shall also sell and the Council shall buy the rights of the owner as lord of the manor in any common lands which may be acquired by the Council under the powers of this Act: A.D. 1904.
- (15) The owner shall also sell and the Council shall buy any rights of the owner as a commoner in any such lands but such last-mentioned rights shall be purchased jointly with the rights of other commoners and separately from his rights as lord of the manor:
- (16) The price or consideration for the sale of the lands of the owner shown in pink on the said plan and the houses buildings and timber thereon (exclusive of any claims of the tenants of the owner) and for the sale of the easement of laying and maintaining and renewing the aqueduct referred to in subsection 1 of this section shall be the sum of eight thousand seven hundred and seventeen pounds ten shillings and the Council shall pay one half of the said sum of eight thousand seven hundred and seventeen pounds ten shillings on the twenty-ninth day of September one thousand nine hundred and five and the balance of the said sum shall be paid in two equal instalments on the twenty-ninth day of September one thousand nine hundred and eight and the twenty-ninth day of September one thousand nine hundred and eleven with interest in the meantime at the rate of four pounds per centum per annum calculated from the said twenty-ninth day of September one thousand nine hundred and five. The purchase shall be completed on the twenty-ninth day of September one thousand nine hundred and eleven. Provided that the Council may require completion on an earlier day and shall in that case give the owner three calendar months' previous notice and pay the unpaid purchase-money and interest up to the date of completion or such earlier day. The purchase-money or compensation to be paid to the owner for the acquisition by the Council of any other property of the owner or any easements rights or interests therein and for his rights as lord of the manor mentioned in subsection 14 of this section shall unless otherwise agreed be determined in manner provided by the Lands Clauses Acts:
- (17) The acquisition by the Council of the lands of the owner shown in pink on the said plan shall not confer on the

A.D. 1904.

Council any common or other rights on the Embsay-with-Eastby Common and the Council shall without valuable consideration convey to the owner any common or other rights upon Embsay-with-Eastby Common which may become vested in them as appurtenant to any other lands already acquired or hereafter acquired by the Council for the purposes of the works authorised by this Act :

- (18) The Council shall within three months after commencing any of the works by this Act authorised pay to the owner the sum of one hundred pounds as compensation for the removal and rebuilding of and damage to the fences of the owner which the Council may require to interfere with for the purposes of the works. Provided that nothing in this subsection shall limit or restrict any other claim for compensation competent to the owner under this Act :
- (19) It shall be lawful for the Council or any person appointed by them in writing under the hand of their clerk at any time after giving seven days' previous notice in writing to the owner or his agent of their intention so to do or in case of emergency without notice to enter upon and inspect any lands or buildings of the owner within the drainage area of the reservoir and works by this Act authorised including any lands in which the owner is interested as lord of any manor or any water or watercourses thereon and if upon any such inspection it shall be found that the waters flowing into such reservoir are being or are liable to be polluted the owner shall so far as he legally can permit the Council at their own cost to construct such drains sewers or other works upon the lands of the owner as may be necessary for the prevention of such pollution and if any difference shall arise between the Council and the owner as to the necessity for or nature of any such works such difference shall be settled by arbitration. The section of this Act whereof the marginal note is "Provisions as to fouling of water" shall not apply to any lands or buildings of the owner including any lands in which the owner is interested as lord of any manor or any water or watercourses thereon :
- (20) The Council shall pay compensation to the owner and his tenants for any damage loss or injury which they



may sustain or be put to in consequence of any works or operations of the Council under the last preceding subsection and such compensation shall be settled in default of agreement by arbitration: A.D. 1904.

- (21) The costs charges and expenses of the owner and his tenants in connection with any arbitration under the two last preceding sections of this section shall unless the arbitrator otherwise directs be paid by the Council:
- (22) Whereas in the year 1895 the Council acquired the mill with the buildings cottages and land thereto (except the mines and minerals thereunder and rights of common and other rights of the owner therein) all known as the Council's Eastby Mill property in the township of Embsay-with-Eastby in anticipation of the same being required in connection with their water-works undertaking and such mill buildings cottages and land are no longer required by the Council Therefore the Council shall sell and the owner shall purchase the said mill buildings cottages and land (except as aforesaid) at the price of one thousand five hundred pounds:
- (23) The Council shall pay to the owner all costs charges and expenses of the owner in relation to this Act and of the opposition of the owner thereto and of the settlement of the price to be paid to the owner as hereinbefore provided and of the negotiating preparing and completing the terms of the withdrawal of such opposition and of carrying into effect the acquisition by the Council of the property of the owner under the powers of this Act and of otherwise carrying into effect the provisions of this section:
- (24) Any difference between the owner and the Council under this section other than questions purely of law shall except where otherwise provided for by this section be referred to arbitration under the Arbitration Act 1889.

### PART III.

#### LANDS.

**31.** Subject to the provisions and for the purposes of this Act the Council may enter on take and use all or any of the lands Power to acquire lands.

A.D. 1904. delineated on the deposited plans and described in the deposited book of reference.

Correction of errors &c. in deposited plans and book of reference.

**32.** If there be any omission misstatement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited book of reference the Council after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to two justices acting for the county in which such lands are situate for the correction thereof and if it appear to the justices that the omission misstatement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is misstated or wrongly described. and such certificate shall be deposited with the clerk of the peace for the said county and a duplicate thereof shall also be deposited with the clerk to the council of the urban district or the parish as the case may be in which the lands affected thereby are situate and such certificate and duplicate respectively shall be kept by such clerks respectively with the other documents to which the same relate and thereupon the deposited plans and book of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Council to take the lands and execute the works in accordance with such certificate.

Period for compulsory purchase of lands.

**33.** The powers of the Council for the compulsory purchase of lands or easements under this Act shall not be exercised after the expiration of three years from the passing of this Act.

Limiting quantity of commonable land to be taken.

**34.** The quantity of land which may be taken by the Council from the common or commonable land next hereinafter mentioned for the purposes of the reservoir and other works shall not exceed the quantities hereinafter mentioned in connection with such lands respectively :—

Works and Purposes for which Land will be taken.	Name by which Lands are known.	Parish in which Lands are situate.	Quantity to be taken.
For the purposes of Work No. 1 -	Embsay-with-Eastby Common.	Embsay-with-Eastby.	4·97 acres.
For the purposes of Work No. 3 -	Embsay-with-Eastby Common.	Embsay-with-Eastby.	·03 acre.

Council may acquire easements only

**35.** The Council may in lieu of acquiring any lands for the purpose of the aqueduct by this Act authorised and shall where the

## SECTIONS 1 TO 13

[6 & 7 Geo. 5.] *Yeadon Waterworks Act, 1916.* [Ch. xlv.]

And whereas the Company have expended on purposes to which capital is properly applicable the whole of the money raised by the issue of stock and debentures as above stated and in addition a sum of two thousand seven hundred pounds and upwards: A.D. 1916.

And whereas it is expedient that the creation and issue by the Company under the Act of 1889 of stock producing (together with the premiums) a sum exceeding twenty-eight thousand pounds as aforesaid be confirmed and that the Company be authorised to raise additional capital by the issue of shares and stock and by borrowing:

And whereas it is expedient that further powers be conferred upon the Company and further provision be made with reference to their undertaking as in this Act contained:

And whereas plans and sections showing the lines and levels of the works authorised by this Act such plans showing also the lands which may be taken compulsorily under the powers of this Act and a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the West Riding of the county of York and are hereinafter respectively referred to as the deposited plans sections and book of reference:

And whereas the purposes of this Act 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 King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

1.—(1) This Act may be cited as the *Yeadon Waterworks Act 1916.* Short and collective titles.

(2) The Act of 1870 the Act of 1889 and this Act may be cited together as the *Yeadon Waterworks Acts 1870 to 1916.*

2. The following Acts and parts of Acts so far as the same are applicable for the purposes of this Act and not inconsistent with the provisions of the Act of 1870 the Act Incorporation of Acts.

[Ch. xlv.] *Yeadon Waterworks Act, 1916.* [6 & 7 Geo. 5.]

A.D. 1916. of 1889 and this Act are subject to the provisions of this Act hereby incorporated with this Act (namely):—

The Lands Clauses Acts;

The Companies Clauses Consolidation Act 1845 except the provisions thereof with respect to the conversion of borrowed money into capital;

The Companies Clauses Act 1863 as amended by subsequent Acts except Part IV. (relating to change of name);

The Waterworks Clauses Acts 1847 and 1863:

Provided that section 44 of the Waterworks Clauses Act 1847 shall be read and have effect as if the words "with the consent in writing of the owner or reputed owner of any such house or of the agent of such owner" were omitted therefrom and as if the words "in case the occupier shall make default in payment of such rent and the owner shall have required a supply of water to such house" were inserted in that section in lieu of the words "in his default."

Interpreta-  
tion.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction:

The respective expressions "the Act of 1870" and "the Act of 1889" mean respectively the Yeadon Waterworks Act 1870 and the Yeadon Waterworks Act 1889;

The expression "the new waterworks" means the several works described in the section of this Act of which the marginal note is "Power to make new waterworks";

The expression "the existing limits" means the limits within which the Company are by the Act of 1870 as extended by the Act of 1889 authorised to supply water;

The expression "the limits of supply" includes the existing limits and the parish of Hawksworth;

The expression "the Reva Reservoir" means the storage reservoir of the Company in the parish of Hawksworth constructed under the powers conferred by the Act of 1889;

The expression "Reva Road" means the public road leading from Eldwick to Menston past the Gaping Goose Farm.



[6 & 7 GEO. 5.] *Yeadon Waterworks Act, 1916.* [Ch. xlv.]

WATERWORKS.

A.D. 1916.

4. Subject to the provisions of this Act the Company may make and maintain in the West Riding of the county of York and in the situations and according to the lines and levels shown on the deposited plans and sections the new waterworks hereinafter described (that is to say):—

Power to  
make new  
waterworks.

In the parish of Hawksworth—

- (1) An enlargement of the Reva Reservoir to be formed by means of an extension and enlargement of the existing dam of that reservoir:
- (2) A catchwater (No. 1) commencing in the stream or feeder which crosses under Reva Road at a distance of 415 yards or thereabouts westwards of Hillings Lane and terminating in the Reva Reservoir:
- (3) A catchwater (No. 2) in the inclosure numbered 79 on the Ordnance map scale  $\frac{1}{2500}$  (edition of 1908) Yorkshire (West Riding) sheet CLXXXVI.—15 commencing in the stream or feeder which flows across that inclosure in a south-westerly direction towards the western corner of the Company's Reva Reservoir property and terminating by a junction with the existing conduit of the Company situate under the said inclosure and authorised by the Act of 1889 and therein described as Aqueduct No. 1:
- (4) A catchwater (No. 3) commencing in the stream or feeder which flows in a southerly direction near the fence wall running northwards from the Gaping Goose Farm and forming the eastern boundary of Hawksworth Moor and terminating by a junction with the said existing conduit of the Company:
- (5) A well (already partly sunk) and pumping-station on the lands of the Company adjoining and on the eastern side of the Reva Reservoir:
- (6) A rising main (consisting of one or more lines of pipes) commencing in the well and pumping-station by this Act authorised and terminating in the Reva Reservoir:

[Ch. xlvi.] *Yeadon Waterworks Act, 1916.* [6 & 7 Geo. 5.]

A.D. 1916.

In the urban district of Rawdon—

- (7) A service tank on Billing Hill near the eastern side of the inclosure numbered 111 on the Ordnance map scale  $\frac{1}{2500}$  (edition of 1908) Yorkshire (West Riding) sheet CCII.-2:
- (8) A conduit (No. 1) (consisting of one or more lines of pipes) commencing by a junction with the Company's existing conduit in Canada Road Rawdon and terminating in the service tank on Billing Hill by this Act authorised:
- (9) A conduit (No. 2) (consisting of one or more lines of pipes) commencing in the service tank on Billing Hill by this Act authorised and terminating by a junction with the Company's said existing conduit in Canada Road aforesaid:

And for the purposes and as part of the pumping-station and rising main by this Act authorised the Company may use any works already constructed or made by them within the limits of deviation for such pumping-station and main as shown on the deposited plans and the expenditure of any capital already incurred for and in connexion with such works is hereby sanctioned and confirmed.

Additional  
works.

5. In addition to the new waterworks the Company may upon any of the lands included within the respective limits of deviation for the new waterworks shown upon the deposited plans make and maintain all such channels grips watercourses waterways catchwaters tunnels adits headings drifts pipes conduits culverts drains sluices shafts wells bores water towers overflows waste-water channels bye-washes gauges filters tanks banks walls fences bridges embankments piers roads approaches engines pumps machinery and appliances as may be necessary or convenient in connexion with or subsidiary to the new waterworks or any of them or necessary or expedient for the purpose of augmenting or improving the supply of water.

Limits of  
deviation.

6. In the construction of the new waterworks the Company may deviate to any extent within the limits of deviation shown on the deposited plans and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding in the case of the enlargement of the Reva Reservoir and the service tank by this Act authorised five feet upwards and downwards and in the case of other works three

[6 & 7 GEO. 5.] *Yeadon Waterworks Act, 1916.* [Ch. xlv.]

feet upwards and to any extent downwards Provided as follows A.D. 1916.  
(that is to say):—

(A) The Company shall not construct the extension and enlargement by this Act authorised of the dam of the Reva Reservoir of a greater height above the general surface of the ground than that shown on the deposited sections and three feet in addition:

(B) No part of the conduits by this Act authorised shall be raised above the surface of the ground unless and except so far as is shown on the deposited sections.

7. If the new waterworks are not completed within the period of seven years from the termination of the present war then on the expiration of that period the powers by this Act granted to the Company for executing the same or in relation thereto respectively shall cease except as to so much thereof as is then completed Provided always that subject to the restrictions and provisions of this Act the Company may at any time after the expiration of the said period lay down additional lines of pipes as part of the rising main and conduits (No. 1) and (No. 2) by this Act authorised and alter enlarge extend and renew the new waterworks or any of them as they may think expedient to provide for the requirements of their water supply.

Period for  
completion  
of new  
waterworks.

8.--(1) Subject to the provisions of this Act the Company may for the purposes of their water undertaking—

Power to  
take waters.

(A) Collect take divert convey impound use and appropriate the following streams in the parish of Hawksworth (that is to say):—

(1) The stream or feeder which crosses under Reva Road about 420 yards westwards of Hillings Lane and flows thence in a south-easterly and southerly direction;

(2) The stream or feeder which flows in an easterly direction from near Reva Side Farm along the southerly boundary of the inclosure numbered 131 on the Ordnance map scale  $\frac{1}{2500}$  (edition of 1909) Yorkshire (West Riding) sheet CLXXXVI.-16;

(3) The stream or feeder (situate partly underground in pipes) which flows near the eastern side of Boulder Pits and along the north-eastern and

[Ch. xlv.] *Yeadon Waterworks Act, 1916.* [6 & 7 GEO. 5.]

A.D. 1916.

eastern sides of the Company's Reva Reservoir property into the stream or goit known as the Jum Beck;

(4) The stream or feeder which flows in a south-westerly direction across the inclosure numbered 79 on the Ordnance map scale  $\frac{1}{2500}$  (edition of 1908) Yorkshire (West Riding) sheet CLXXXVI.-15 towards the western corner of the Company's said Reva Reservoir property and thence into the Jum Beck; and

(5) The stream or feeder (situate partly underground in pipes) which flows southwards near the fence wall forming the eastern boundary of Hawksworth Moor and thence into the Black Beck;

and any other streams feeders springs and waters which will or may be taken or intercepted by the Catchwaters Nos. 1 2 and 3 or by the enlargement of the Reva Reservoir or any works in connexion therewith respectively by this Act authorised or which may be found in on or under any of the lands included within the limits of deviation for the said catchwaters and enlargement of reservoir as shown on the deposited plans; and

(B) Pump collect divert take and use all or any of the underground waters which will or may be taken or intercepted by the pumping-station by this Act authorised or any of the works constructed in connexion therewith under the powers of this Act.

(2) The proviso to section 8 (Power to take lands and waters) of the Act of 1889 is hereby repealed.

Limiting  
powers of  
Company to  
abstract  
water.

9. The Company shall not construct any works for taking or intercepting water from any lands acquired by them unless the works are authorised by and the lands upon which the same are to be constructed are specified in this or some other Act of Parliament Provided that nothing in this section shall be deemed to prohibit the deepening or enlargement of any existing well or bore hole of the Company.

Compensa-  
tion water.

10.—(1) From and after the date when the Company shall have commenced to take divert appropriate or use any waters



[6 & 7 GEO. 5.] *Yeadon Waterworks Act, 1916.* [Ch. xlv.]

by means of the Catchwaters Nos. 1 2 and 3 and any works ancillary thereto by this Act authorised they shall in every day of twenty-four hours deliver from the Reva Reservoir into the goit mentioned in subsection (1) of section 10 of the Act of 1889 at a point in that goit situate not more than two hundred and twenty yards from the foot of the outer slope of the embankment of the said reservoir a quantity of not less than twenty-five thousand two hundred and fifty gallons of water in addition to the quantity of one hundred and forty-eight thousand seven hundred and fifty gallons of water mentioned in the said subsection making together a total quantity of one hundred and seventy-four thousand gallons of water in every day. A.D. 1916.

(2) The said delivery shall be as nearly as possible regular and continuous throughout each day and subsections (2) (3) (4) (6) and (7) of the said section 10 of the Act of 1889 shall as far as may be apply thereto.

(3) The provisions of this section shall be accepted and taken by all persons interested as full compensation for any waters which can be taken diverted appropriated or used by the Company under the powers of this Act.

11. The Company may enter upon take and use the lands in the parish of Hawksworth in the rural district of Wharfedale hereinafter mentioned (that is to say):— Power to acquire lands.

(1) For the purpose of the new waterworks such of the lands shown on the deposited plans and described in the deposited book of reference in connexion with the new waterworks as they may require:

(2) For the purpose of protecting from pollution fouling or contamination the waters which they are by this Act authorised to appropriate and use and for other purposes of their undertaking the following lands shown on the deposited plans (that is to say):—

(A) Lands situate on the north side of Reva Road containing by admeasurement 10 acres or thereabouts and comprising part of the inclosure numbered 52 on the Ordnance map scale  $\frac{1}{2500}$  (edition of 1909) Yorkshire (West Riding) sheet CLXXXVI.-12 and the south-western corner of the inclosure numbered 61 on the said Ordnance map;

[Ch. xlvi.] *Yeadon Waterworks Act, 1916.* [6 & 7 Geo. 5.]

A.D. 1916.

(B) Lands and premises situate on the southern side of the said Reva Road between points situate respectively 205 yards or thereabouts measured along that road eastwards from the south-western corner of the Gaping Goose Farm and 405 yards or thereabouts westwards from Hillings Lane containing by admeasurement 50 acres or thereabouts and extending southwards from Reva Road for a distance of 430 yards or thereabouts.

Period for compulsory purchase of lands.

12. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Company may acquire easements only in certain cases.

13.—(1) The Company may in lieu of acquiring any lands for the purposes of the new waterworks where the same are intended to be constructed or placed underground acquire such easements only in such lands as they may require for such purposes and may give notice to treat in respect of such easements describing the nature thereof and the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements as fully as if the same were lands within the meaning of those Acts.

(2) As regards any lands in respect of which the Company have acquired easements only under the provisions of this section the Company shall not be required or entitled to fence off or sever such lands from the adjoining lands but the owners or occupiers for the time being shall subject to such easements have the same rights to use and cultivate the said lands at all times as if this Act had not passed.

(3) Provided always that nothing in this section contained shall authorise the Company to acquire by compulsion any such easement in any case in which the owner in his particulars of claim shall require the Company to acquire the lands in respect of which they have given notice to treat for the acquisition of an easement only and every notice to treat for the acquisition of an easement shall be endorsed with notice of this provision.

Persons under disability may grant easements &c.

14. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or