

SECTION 10.

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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.