



CHAPTER cxc.

An Act to empower the Corporation of Sheffield to
construct Works for impounding the waters of the
River Porter or Little Don and its tributaries and to
supply water to the Corporations of Rotherham and
Doncaster and to acquire the Water Undertaking of
the Stocksbridge Urban District Council and for other
purposes. A.D. 1896.
[7th August 1896.]

WHEREAS the mayor aldermen and citizens of the city of
Sheffield (in this Act called "the Sheffield Corporation" or
"the Corporation") are the owners of waterworks by means of
which they supply water from (among other sources) the lower
portion of the watershed of the river Don to the city of Sheffield
and other places in the Don Valley :

And whereas the mayor aldermen and burgesses of the borough
of Doncaster (in this Act called "the Doncaster Corporation") and
the mayor aldermen and burgesses of the borough of Rotherham
(in this Act called "the Rotherham Corporation") are also respec-
tively the owners of waterworks and intrusted with the duty of
supplying their respective boroughs and other places with water :

And whereas the population of the city of Sheffield and of other
places in the Don Valley which are dependent for their water
supply on the waterworks of the Sheffield Doncaster and Rotherham
Corporations is rapidly increasing :

And whereas in order to enable them to fulfil their obligations
to the populations dependent on them the corporations of Doncaster
and Rotherham now require and the Sheffield Corporation will
at no distant time require a further supply of water :

And whereas the watershed of the River Don is the natural
source of supply for the corporations of Sheffield Doncaster and
Rotherham and now only the waters of the River Porter or Little
Don and its tributaries remain available to them from that source :

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And whereas the Sheffield Corporation have agreed with the corporations of Doncaster and Rotherham that in the event of the Sheffield Corporation obtaining power to construct the reservoirs and other works in this Act described they will afford to each of the said two corporations a supply of water on the terms which have been mutually agreed and are in this Act mentioned :

And whereas it is therefore expedient to empower the Sheffield Corporation to construct the reservoirs and other waterworks in this Act described and to afford to the said corporations such supplies as aforesaid :

And whereas it is expedient to make such financial and other provisions as this Act contains :

And whereas it is expedient that the agreements between the Sheffield Corporation the Doncaster Corporation and the Rotherham Corporation as set out in the First Schedule to this Act be confirmed :

And whereas it is expedient to authorise the Sheffield Corporation to acquire the water undertaking of the Stocksbridge Urban District Council :

And whereas it is expedient that the agreement between the Sheffield Corporation and the corporation of Barnsley set out in the Second Schedule to this Act be confirmed :

And whereas estimates have been prepared by the Corporation showing that they will be required to expend for new works and other purposes of this Act a sum or sums of money not exceeding in the whole eight hundred thousand pounds such new works and purposes being permanent works within the meaning of the two hundred and thirty-fourth section of the Public Health Act 1875 :

And whereas the objects of this Act cannot be attained without the authority of Parliament :

And whereas an absolute majority of the whole number of the council of the city of Sheffield at a meeting held on the eleventh day of December one thousand eight hundred and ninety-five after ten clear days' notice by public advertisement of such meeting and of the purpose thereof in the Sheffield Daily Telegraph a local newspaper published and circulating in the city such notice being in addition to the ordinary notices required for summoning such meeting resolved that the expense in relation to promoting the Bill for this Act should be charged on the borough fund and borough rate :

And whereas such resolution was published twice in the Sheffield Daily Telegraph a newspaper published and circulating in the city and has received the approval of the Local Government Board :

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And whereas the propriety of the promotion of the Bill for this Act was confirmed by an absolute majority of the whole number of the council at a further special meeting held in pursuance of a similar notice on the eighth day of January one thousand eight hundred and ninety-six being not less than fourteen days after the deposit of the Bill in Parliament:

And whereas the owners and ratepayers of the city by resolution in the manner provided in the Third Schedule of the Public Health Act 1875 consented to the promotion of the Bill for this Act:

And whereas plans and sections describing the lines situations and levels of the works authorised by this Act and a book of reference to those plans containing the names of the owners or reputed owners lessees or reputed lessees and of the occupiers of lands required or which may be taken for the purposes or under the powers of this Act have been deposited with the clerk of the peace for the west riding of York and are in this Act referred to as the deposited plans sections and book of reference:

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

1. This Act may be cited as the Sheffield Corporation Water Act 1896. Short title.

2. The Lands Clauses Acts; and

The provisions of the Waterworks Clauses Act 1847—

With respect to the construction of the waterworks;

With respect to mines;

With respect to the breaking up of streets for the purpose of laying pipes; and

The provisions of the Waterworks Clauses Act 1863—

With respect to the security of the reservoirs constructed by the undertakers; and

The provisions of the Railways Clauses Consolidation Act 1845—

With respect to the temporary use of lands near the railway during the construction thereof;

With respect to works for the accommodation of lands adjoining the railway;

are (except where expressly varied or otherwise provided for by this Act) incorporated with and form part of this Act And for the purposes of this Act in the incorporated provisions of the Railways Clauses Consolidation Act 1845 the word railway shall mean the

Incorporation of general Acts.

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Interpretation.

3. In this Act unless the context otherwise requires—

“The city” means the city of Sheffield;

“The town clerk” means the town clerk of the city:

Expressions to which meanings are assigned by the Acts incorporated herewith have in this Act the same respective meanings Provided that for the purposes of this Act in the Acts incorporated herewith—

The expression “the undertakers” and “the promoters of the undertaking” and “the company” means the Corporation;

The expression “court of competent jurisdiction” or any like expression shall have effect as if the debt or demand with respect to which it is used were a simple contract debt and not a debt or demand created by statute;

The term “millowners” means owners lessees and occupiers of mills and works upon the River Porter or Little Don below the mill compensation gauge herein-after referred to and upon so much of the River Dun as is situate below the junction of the said River Porter or Little Don and from thence to the extremity of the parish and city of Sheffield.

Execution of Act.

4. This Act shall be carried into execution by the Sheffield Corporation acting by the council with the exception of such provisions as are required to be carried into execution by the corporations of Doncaster or Rotherham or either of them.

Application of existing Acts to new works.

5. Subject to the provisions of this Act the waterworks to be constructed 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 undertaking of the Sheffield Corporation and the special and general Acts regulating the said undertaking shall be construed and applied accordingly.

LANDS.

Power to acquire lands.

6. Subject to the provisions and for the purposes of this Act the Corporation may enter on take and use all or any of the lands delineated on the deposited plans and described in the deposited book of reference.

Correction of errors and omissions in plans and book of reference.

7. If any omission misstatement or wrong description shall have been made of any land or of the owners lessees or occupiers of any land delineated on the deposited plans or described in the deposited book of reference the Corporation after giving ten days' notice

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to the owners lessees and occupiers of the land affected by such proposed correction may apply to any two justices for the correction thereof.

If it appears to such justices that such omission misstatement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of any such omission misstatement or wrong description and the certificate with the other documents to which it relates shall be deposited with the clerk of the peace for the west riding of Yorkshire and with the town clerk.

The certificate shall be kept by the clerk of the peace and town clerk respectively with the other documents to which it relates and thereupon such plans or book of reference shall be deemed to be corrected according to the certificate and the Corporation may take any land in accordance with the certificate as if such omission misstatement or wrong description had not been made.

8. The Corporation may in lieu of acquiring any lands for the purpose of any aqueducts conduits or pipes by this Act authorised acquire such easements and rights in such lands as they may require for the purpose of constructing placing laying inspecting maintaining cleansing repairing conducting or managing the same and may give notice to treat in respect of such easements and rights and may in such notice describe the nature thereof and the several provisions of the Lands Clauses Acts (inclusive of those with regard to limited owners and to arbitration and the summoning of a jury) shall apply to such easements and rights as fully as if the same were lands within the meaning of such Acts :

Power to
acquire
easements
only.

Provided that as regards any lands taken or used by the Corporation for the purpose of laying aqueducts conduits or pipes therein where such aqueducts conduits or pipes are laid underground the Corporation shall not (unless they acquire such lands and not merely easements therein) 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 at all times after the completion of the works have the same rights of passing over 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 Corporation :

Provided always that nothing herein contained shall authorise the Corporation to acquire by compulsion any such easement in any case in which the owner in his particulars of claim shall require the Corporation to acquire the lands in respect of which they have given notice to treat for the acquisition of an easement only and

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every notice to treat for the acquisition of an easement shall be endorsed with notice of this proviso but this proviso shall not apply in regard to so much of any aqueduct as shall be in tunnel and at a depth of not less than forty feet from the surface of the ground.

Persons
under
disability
may grant
easements.

9. 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 Corporation any easement right or privilege (not being an easement right or privilege of water in which other than parties to the agreement have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges 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.

Limit of
time for
compulsory
purchase.

10. The powers of the Corporation for the compulsory purchase or taking of lands under this Act shall not be exercised after the expiration of five years from the passing of this Act.

Power to
purchase
additional
lands by
agreement.

11. The Corporation in addition to any lands which they are otherwise by this Act authorised to acquire may from time to time by agreement purchase and hold for the purposes of their water undertaking any lands not exceeding in the whole fifty acres but the Corporation shall not create or permit the creation or continuance of any nuisance on any such lands or use such lands for any building except offices and dwellings for persons in their employment and such buildings and works as may be incident to or connected with their waterworks.

Power to
hold lands
for protection
of works.

12. The Corporation may hold any lands acquired by them under the powers of this Act and which may in their opinion be necessary for the purpose of protecting their waters and waterworks against pollution nuisances encroachment or injury and so long as such necessity shall in the opinion of the Corporation continue such lands shall not be deemed to be superfluous lands within the meaning of the Lands Clauses Acts Provided that the Corporation shall not create or permit a nuisance and shall not erect or authorise or permit the erection on any such lands whilst so held by them of any buildings other than buildings incident to or connected with their waterworks.

Power to
sell lands.

13. The Corporation may from time to time sell and dispose of any lands acquired by them for the purposes of this Act and not for the time being required for such purposes.

Restrictions
on displacing
persons of

14.—(1) The Corporation shall not under the powers by this Act granted purchase or acquire in any parish ten or more houses which

on the fifteenth day of December last were or have since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

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labouring
class.

(A) They shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B) They shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of mandamus to be obtained by the Local Government Board out of the High Court.

(5) If the Corporation acquire or appropriate any house or houses under the powers by this Act granted in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme 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

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(6) For the purpose of carrying out any scheme under this section the Corporation may appropriate any lands for the time being belonging to them or which they have power to acquire :

Provided that nothing in this section shall relieve the Corporation from the necessity of obtaining the approval of the Local Government Board for such appropriation or use of their corporate land as would require such approval under the Municipal Corporations Act 1882 (as amended by section 72 of the Local Government Act 1888) or any other general Act.

(7) Subject to the provisions of this section the Corporation and the Local Government Board and their inspectors shall have and may exercise for any purpose in connexion with any scheme under this section all or any of the powers vested in them under the Public Health Act 1875 in the same manner in every respect as if the preparation and carrying into effect of such scheme were one of the general purposes of that Act :

Provided that all lands on which any buildings have been erected or provided by the Corporation in pursuance of any scheme under this section shall for a period of twenty-five years from the date of the scheme be appropriated for the purpose of dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this subsection subject to such conditions (if any) as they may see fit.

(8) The Corporation shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expense incurred by that Board in relation to any inquiries 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.

(9) For the purposes of this section the expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

WORKS.

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15. Subject to the provisions of this Act the Corporation may make construct lay down and maintain in the situations and lines and according to the levels shown on the deposited plans and sections relating thereto the several works herein-after described and shown on the said plans (that is to say):—

Power to
construct
works.

- (1) A reservoir (to be called the Langsett Reservoir) to be situate partly in the township of Langsett in the parish of Penistone and partly in the township of Bradfield in the parish of Ecclesfield and to be formed by means of an embankment across the valley of the Porter or Little Don River (which river is herein-after referred to by the latter name):
- (2) A reservoir (to be called the Underbank Reservoir but distinguished on the deposited plans and sections as the Midhope Reservoir) to be situate partly in the townships of Langsett and Hunshelf in the parish of Penistone and partly in the township of Bradfield in the parish of Ecclesfield and to be formed by means of an embankment across the valley of the Little Don River:
- (3) A new road situate partly in the township of Langsett in the parish of Penistone and partly in the township of Bradfield in the parish of Ecclesfield commencing by a junction with the road from Deepcar to Langsett known as the Wadsley Langsett and Sheffield Road and terminating by a junction with Penistone Lane in Upper Midhope in the township of Bradfield in the parish of Ecclesfield:
- (4) A widening of Penistone Lane in the township of Bradfield in the parish of Ecclesfield commencing at the termination of the road last herein-before described and terminating at the junction of Penistone Lane with Midhope Lane:
- (5) A diversion of the road leading from Deepcar to Langsett known as the Wadsley Langsett and Sheffield Road commencing at the crossing of that road and the Mortimer Road and terminating by a junction with the said road from Deepcar to Langsett which said diversion will be situate in the townships of Langsett and Hunshelf in the parish of Penistone and the township of Bradfield in the parish of Ecclesfield:
- (6) A tramroad three miles four furlongs and two chains or thereabouts in length of the standard gauge of four feet eight and a half inches the carriages or trucks upon which are intended to be moved by locomotive steam power commencing in the field or close numbered 554 on the Ordnance map

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($\frac{1}{2500}$ scale) in the township or civil parish of Langsett and terminating near the western extremity of the reservoir belonging to Messieurs Samuel Fox and Company Limited and numbered 679 on the Ordnance map ($\frac{1}{2500}$ scale) situate in the township or civil parish of Hunshelf which said tramroad will be wholly situate in the townships of Langsett and Hunshelf in the parish of Penistone and the township of Bradfield in the parish of Ecclesfield :

(7) An aqueduct conduit or line of pipes commencing in the eastern corner of a field numbered 401 on the Ordnance map ($\frac{1}{2500}$ scale) in the township or civil parish of Langsett and terminating near the north-eastern corner of Saint Matthias' Church Stocksbridge which work will be wholly situate in the townships of Langsett and Hunshelf in the parish of Penistone and the township of Bradfield in the parish of Ecclesfield :

(8) A conduit tunnel or line of pipes to be situate wholly in the township of Bradfield in the parish of Ecclesfield commencing in the Edge Cliff Brook and terminating in the Knoll Brook :

(9) A line of pipes (No. 1) commencing in the intended Langsett Reservoir near the embankment thereof and terminating in the road from Deepcar to Langsett Such line of pipes (No. 1) will be situate wholly within the township of Langsett in the parish of Penistone and the township of Bradfield in the parish of Ecclesfield :

(10) A line of pipes (No. 4) commencing by a junction with the line of pipes (No. 1) at the termination thereof at Bridge Holme and terminating at the Boston Service Reservoir of the corporation of Rotherham which said line of pipes (No. 4) will be situate in the parishes townships and places of Langsett Hunshelf Penistone Bradfield Ecclesfield Sheffield Brightside Bierlow Attercliffe-cum-Darnall Tinsley Brinsworth and Rotherham :

(11) A line of pipes (No. 5) commencing by a junction with the said line of pipes (No. 4) near Bow Bridge in the parish of Rotherham and terminating at the Thrybergh Reservoir of the corporation of Doncaster at or near the embankment on the northern side thereof which said line of pipes (No. 5) will be situate in the townships or parishes of Rotherham Dalton Thrybergh and Ravenfield :

Together with all necessary and proper embankments bridges roads ways wells tanks basins gauges filters filter-beds dams sluices weirs outlets overflows washouts turnouts aqueducts culverts cuts channels conduits drains mains pipes junctions valves telegraphs telephones

and other means of electric communication engines apparatus rails sidings houses buildings and other works and conveniences : A.D. 1896.

Provided that no telegraphs telephones 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 on the Postmaster General by the Telegraph Act 1869.

16. Subject to the provisions of this Act the Corporation may in the construction of the works by this Act authorised deviate from the lines or position thereof 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 lateral deviation are marked on the deposited plans the Corporation may in making such work deviate laterally to any extent within the boundaries of such road and the Corporation may also deviate from the levels of the works by this Act authorised as delineated on the deposited sections to any extent not exceeding five feet upwards and to any extent downwards but so as not to alter the surface level of any road or raise any conduit or line of pipes above the surface of the ground except so far as may be shown on the deposited sections Provided always that the Corporation shall not in the exercise of the power of lateral deviation hereby given construct any embankment or wall of the said reservoirs of a greater height above the surface of the ground than that shown with reference to such embankment or wall on the deposited sections and three feet in addition except that in the case of the Langsett Reservoir the embankment or wall may be raised six feet above the height shown on the deposited sections if such height be found necessary for the purpose of providing compensation water as required by this Act. Power to deviate.

17. If the works by this Act authorised are not completed within twelve years from the passing of this Act then on the expiration of that period the powers by this Act granted for the making and construction of the said works or otherwise in relation thereto shall cease except as to such of them as shall be then completed. Time for completion of works.

18. The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof shall apply to the reservoirs and aqueducts authorised by this Act and expressions referring to the centre of the railway shall mean in the case of the said aqueducts the centre lines thereof respectively and in the case of the said reservoirs the top-water contours thereof as shown on the deposited plans. Temporary occupation of lands during construction of works.

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Provisions as
to substituted roads.

19.—(1) Where any new road has been constructed by the Corporation under the authority of this Act to the satisfaction of two justices and opened to the public in substitution for an existing public road or part of an existing public road such existing road or part may be stopped up by the Corporation and all rights of way over the same shall be thereupon extinguished and the soil of any road or part so stopped up shall so far as it abuts on or adjoins on both sides any lands acquired by the Corporation under this Act be vested in and belong to the Corporation.

(2) Any such new road as aforesaid shall for twelve months after its completion be maintained in repair by and at the cost of the Corporation and a certificate of two justices shall be conclusive evidence of such completion (which certificate two justices shall give on such completion being proved to their satisfaction) and from and after the expiration of the said period of twelve months such new road shall be maintained in repair by and at the expense of the highway authority or person by whom or at whose expense the former road was repairable.

As to laying
of pipes &c.
in district
of west
riding
county
council.

20.—(1) All conduits mains or lines of pipes to be laid in or along any main road shall as far as is reasonably practicable and as the west riding county council and the Corporation may agree be constructed and laid at the side thereof and shall not be constructed or laid in upon or across any county or main road bridge or any arch connected therewith but shall be carried across the stream entirely separate from and independent of such bridge or arch and the gradient of such bridge and of the respective approaches thereto shall not be altered.

(2) All works to be constructed or laid in along or across or in any way affecting any main road or county or main road bridge or any approach thereto shall be executed at the expense of the Corporation under the superintendence and to the reasonable satisfaction of the surveyor to the council and in accordance with plans sections and specifications to be submitted to and approved of by him in writing before the commencement of any such work. Provided that if he shall not within one month after the same shall have been submitted so express his approval or disapproval thereof or signify his requirements in relation thereto he shall be deemed to have approved thereof.

(3) The works shall be so executed as not in any way to stop or unreasonably interfere with the traffic of any main road or county or main road bridge or any approach thereto.

(4) The Corporation shall pay to the council the reasonable costs in relation to the examination of the said plans sections and specifications and the superintendence by this Act authorised.

(5) Notwithstanding anything in this Act contained it shall be lawful for the council at any time or times to divert or improve any main road and also to remove alter or renew any such county or main road bridge or the approaches thereto in alongside or near to which any such conduit main or line of pipes is carried in the same manner as they might have diverted or improved removed altered or renewed any such main road or bridge or the approaches thereto if this Act had not been passed and such conduit main or line of pipes had not been constructed or laid in alongside or near to such main road or bridge respectively without making any compensation to the Corporation for any expense or loss to which the Corporation may be put in consequence of such diversion improvement removal alteration or renewal And in the event of any such main road or bridge or the approaches thereto in alongside or near to which the conduit main or line of pipes is laid being diverted or improved removed altered or renewed as aforesaid the Corporation shall at their own expense alter the position of the works by which such conduit main or line of pipes is carried alongside or near to any such main road or bridge or the approaches thereto as aforesaid and replace the same to the satisfaction of the said surveyor of the council Provided that before and during such diversion improvement removal alteration or renewal of any such main road or bridge as aforesaid the council shall afford at the cost of the Corporation all reasonable facilities for temporarily carrying such conduit main or line of pipes along the main road or across the stream so as not to interrupt the continuous supply of water.

(6) If any difference arise between the Corporation and the council touching this section or anything to be done or not to be done thereunder such difference shall be settled by an engineer to be appointed by the Board of Trade on the application of either of the parties in difference and his decision shall be conclusive and the costs of the reference shall be borne as he shall direct.

21. All mains pipes and works to be laid in any road under the control of the Rotherham rural district council shall so far as is reasonably possible be laid at the side thereof and to the satisfaction of the surveyor to the council and no such mains pipes or works shall be laid in or across any county or main road bridge other than in the soil or pavement thereof without the consent in writing of the Rotherham rural district council under their common seal and the provisions in this behalf shall be in addition to and not in derogation of the provisions of the Waterworks Clauses Act 1847 and the Sheffield Waterworks Act 1853 sections 85 and 86.

For the protection of the Rotherham rural district council.

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Power to
take and use
water.

22. The Corporation may take collect divert impound and use for the purposes of their water undertaking and of this Act the waters of the Little Don River the Loftshaw Brook or Loftshaw Clough Hordron Clough Harden Clough Mickleden Beck Bull Clough Longmoor Clough Littlemoor Clough Fox Clough Thickwoods Brook Calf Knoll Brook Sugden Clough Knoll Brook and subject to the powers and provisions of the twenty-third section of the Barnsley Corporation (Water) Act 1896 of the Hagg Brook and their tributaries and of any other brooks becks or streams of water or springs which will or may be intercepted by the works authorised by and constructed under the powers of this Act.

Compensa-
tion to
millowners
using waters
of Little
Don.

23. As full compensation to all persons (except as otherwise provided) for taking diverting and appropriating all the waters of the River Porter or Little Don and its tributaries which are authorised to be taken by this Act the Corporation subject to the provisions of this Act shall before commencing to use any of such water for their own purposes and for ever afterwards cause to be discharged out of the reservoirs authorised to be constructed by this Act in a regular and uniform flow the several quantities of water during the respective periods herein-after mentioned in manner following (that is to say) :—

Over or through a gauge or weir to be constructed by the Corporation within two hundred yards of the foot of the Langsett Reservoir embankment into the bed of the River Porter or Little Don during the twelve working hours of each day (herein-after called “the day flow”) from Monday to Friday inclusive a total quantity of one million seven hundred and fifty thousand one hundred and twenty-one gallons and during Saturday a day flow of one million seven hundred and nine thousand seven hundred and thirty-three gallons ;

During each period of twelve night hours (herein-after called “the night flow”) from Sunday to Friday inclusive a total quantity of one million one hundred and sixty-six thousand seven hundred and forty-eight gallons ;

During the period between the cessation of the day flow on Saturday and the commencement of the night flow on Sunday the quantity of one million fifty thousand and seventy-three gallons :

From and after the time when the Corporation become liable to discharge out of the Langsett Reservoir the quantity of compensation water required to be sent out of the Midhope Reservoir of the Barnsley Corporation under the provisions of the Barnsley Corporation (Water) Act 1896 in respect of the Hagg Brook

drainage area the Corporation shall discharge out of the Langsett Reservoir over or through the aforesaid gauge or weir the following additional quantities of water :—

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During each day from Monday to Friday inclusive a day flow of three hundred and seventeen thousand eight hundred and eighty-seven gallons and during Saturday a day flow of three hundred and ten thousand five hundred and fifty-one gallons and a night flow from Sunday to Friday inclusive of two hundred and eleven thousand nine hundred and twenty-four gallons ;

During the period between the cessation of the day flow on Saturday and the commencement of the night flow on Sunday the quantity of one hundred and ninety thousand seven hundred and thirty-four gallons :

And from and after the completion of the conduit and tunnel to convey the waters of the Knoll Brook into the Midhope Reservoir of the Barnsley Corporation the following quantities of water in addition to the quantities herein-before described shall be discharged by the Corporation out of the Langsett Reservoir over or through the aforesaid gauge or weir :—

During each day from Monday to Friday inclusive a day flow of seventy thousand one hundred and thirty-nine gallons and during Saturday a day flow of sixty-eight thousand five hundred and twenty-one gallons and a night flow from Sunday to Friday inclusive of forty-six thousand seven hundred and sixty gallons ;

During the period between the cessation of the day flow on Saturday and the commencement of the night flow on Sunday the quantity of forty-two thousand and eighty-four gallons :

From and after the time when the Underbank Reservoir is completed and is certified by the engineer to the Corporation to be fit for use the Corporation shall cause to be discharged over or through a gauge or weir (herein-after called "the mill compensation gauge") to be constructed by the Corporation within one hundred yards of the centre of the bridge carrying the Stocksbridge Railway over the River Porter or Little Don north of Nanny Hill into the bed of such River Porter or Little Don :—

During each day from Monday to Friday inclusive a day flow of three million gallons and during Saturday a day flow of two million nine hundred and thirty thousand seven hundred and sixty-nine gallons and a night flow from Sunday to Friday inclusive of two million gallons ;

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During the period between the cessation of the day flow on Saturday and the commencement of the night flow on Sunday the quantity of one million eight hundred thousand gallons :

Provided that as soon as and from and after the time when the full compensation supply shall be afforded through or over the mill compensation gauge the liability of the Corporation to discharge the several quantities of water herein-before required to be discharged out of the Langsett Reservoir shall cease :

Provided also that as and from the same time as is last herein-before provided the liability of the Corporation to discharge any quantity of water out of the Langsett Reservoir under any provision of the Barnsley Corporation (Water) Act 1896 or any agreement scheduled to that Act or to this Act shall cease and determine :

Provided also that for the purposes of this section Christmas Day and Good Friday shall be considered as Sunday and the quantity of water to be sent down on each of those days shall be the several respective quantities herein provided to be sent down during the period between the cessation of the day flow on Saturdays and the commencement of the night flow on Sundays :

Provided also that the provisions of this section shall not in any way prejudice or affect the heads of agreement and supplemental agreement between the Corporation and Samuel Fox and Company Limited as set forth in the Fourth Schedule to this Act.

Control of millowners over period of discharge.

24. The millowners interested after seven clear days' notice in writing under the hand of the clerk to their committee may alter the hours at which the day flow and night flow shall respectively commence but in the absence of any notice to the contrary the Corporation shall cause the day flow to be discharged between the hours of six in the morning and six in the evening and the night flow between the hours of six in the evening and six in the morning.

Definition of working day.

25. The expression "working day" shall for the purposes of this Act include every day other than Sunday Christmas Day and Good Friday.

Powers for repair of aqueducts and temporary discharge of water into streams.

26. For the purpose of executing any necessary work of repair or of cleansing or of examining any aqueduct conduit or line of pipes by this Act authorised the Corporation may cause the water in any such aqueduct conduit or line of pipes to be temporarily discharged into any available stream or watercourse.

In the exercise of the power conferred by this section the Corporation shall do as little damage as may be and shall make full compensation to all persons for all damage sustained by them by reason or in consequence of the exercise of such power the amount

of compensation to be settled in case of difference by arbitration under and pursuant to the provisions of the Arbitration Act 1889. A.D. 1896.

27. If and whenever any gauge required by this Act is in a condition unfit for the purposes for which it is intended the Corporation shall forthwith put it into a proper state of repair and condition or if they fail to do so within seven days after being thereunto required by notice in writing given to them by or on behalf of any of the millowners interested in the supply of water to pass over such gauge those millowners or any of them may put the same into a proper state of repair and condition and may recover the expense thereof with interest at the rate of ten pounds per centum per annum thereon from the times of the expenditure thereof and full costs of suit against the Corporation in any court of competent jurisdiction. Millowners may repair gauges if Corporation fail to do so.

28. The Corporation shall for ever maintain the several gauges required by this Act and for the purpose of ascertaining the state of repair and efficiency of such gauges and of gauging the quantity of water from time to time passing over the same the millowners or any of them and their officers and servants shall at all times have the right of access to any such gauge and for the purposes of this section the engineer to the millowners and every other person whom the millowners are by this Act authorised to appoint shall be deemed to be officers or servants of the millowners. Corporation to maintain and mill-owners and their officers may inspect gauges.

29. If and whenever the Corporation fail to discharge any quantity of water which they are by this Act required to discharge at such times and in such manner as by or under this Act are required they shall for every day during which they so fail forfeit and pay to the occupier of every mill or work on the Little Don River below the mill compensation gauge herein-before referred to and on the River Dun below the junction of those rivers and above and within the city and parish of Sheffield who is entitled to the supply and who within one month after the failure demands the same twenty pounds which sum with full costs may be recovered by every occupier so entitled thereto against the Corporation in like manner as penalties may be recovered under the provisions of the Lands Clauses Consolidation Act 1845 applicable to the recovery of forfeitures penalties and costs. Penalty in case the Corporation fail to supply the stipulated quantities of water.

30. Every gauge required by this Act shall be made and maintained to the satisfaction of the engineer to the millowners appointed as by this Act provided and when and so soon as any such gauge is properly and sufficiently made and is in good working order or after being out of repair is on notice given as provided by this Act properly and sufficiently repaired he shall certify the same Gauges to be certified.

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accordingly and every such certificate under his hand shall be filed, at the office of the town clerk of the city of Sheffield who shall receive and retain the same and such certificate shall there be open during office hours for inspection by all persons interested gratis.

Until gauges completed Corporation not to take any water which they were not authorised to take before the passing of Act.

31. Until the quantity of water by this Act required to be discharged out of each respective reservoir as before mentioned or over the mill compensation gauge as the case may be shall have flowed over the gauges required by this Act for measuring the same for six consecutive days (such gauge being first duly certified) the Corporation shall not take or appropriate any of the waters of the stream on which such gauge shall be situate above such gauge except only so much of such waters as the Corporation shall by virtue of this Act have become previously entitled to take by virtue of a certificate of the engineer to the millowners relative to any gauge or gauges higher on the same stream and the penalties by this Act imposed for failure by the Corporation to discharge such quantity of water shall attach from the period when the Corporation begin to take any water in contravention of this section.

Corporation not to take water below the lowest gauges or weirs.

32. The Corporation shall not at any time take or appropriate or use divert or impede any of the waters of the Little Don River or of any brook or stream tributary to the same respectively from or at any point below the lowest gauge for the time being made by the Corporation on the respective streams and certified by the engineer to the millowners.

Provision for failure to certify or to appoint successor.

33. If the engineer to the millowners without good cause fail to certify as required by this Act any gauge within three months next after being required by the Corporation so to do or if the millowners do not from time to time within three months next after the decease retirement incapacity or failure to act of their engineer appoint his successor the Corporation may take all water which they would have been entitled to take if such gauge were duly certified and the water had duly flowed over the same for six consecutive days Nevertheless the Corporation shall be liable in damages to every millowner for any excess of authority in so taking or appropriating any of the waters the damages to be recovered against the Corporation in any court of competent jurisdiction.

Meetings of millowners may be held.

34. For regulating the proceedings of the millowners for the purposes of this Act any three of the millowners (not being together joint owners lessees or occupiers of the same mill or other works) from time to time may convene a meeting of the millowners to be held at some convenient place in the city of Sheffield by notice

specifying the object of the meeting and inserted once in each of two newspapers published or circulated at Sheffield at least seven and not more than fourteen days before the day appointed for the meeting and all questions submitted to the meeting consistently with the notice convening it shall be decided by a majority of the votes of the persons present and not declining to vote thereat and unless and until altered or repealed by another meeting shall bind all the millowners whether present or absent.

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35. The persons present and entitled to vote at any meeting of the millowners shall at the commencement of their proceedings elect one of themselves to be the chairman of the meeting who shall preside thereat and who shall in every case of an equality of votes have an additional or casting vote and any three persons entitled to vote at the meeting shall be a quorum and the meeting may adjourn from time to time as they see fit.

Chairman to
be appointed.

Quorum.

36. Minutes of the proceedings and resolutions of every meeting of the millowners and of the persons present thereat shall be entered by the clerk to be appointed as herein-after provided in a book kept for the purpose and shall be signed by the chairman of the meeting and minutes purporting to be so signed shall be received as *prima facie* evidence in all courts and elsewhere without proof of the meeting having been duly convened or held or of the persons attending the meeting being millowners within the meaning of this Act or of the quorum being present or of the signature of the chairman all of which facts and the regularity of all the proceedings at the meeting shall be presumed unless and until the contrary be proved.

Minutes of
proceedings
to be kept.

37. At every meeting of the millowners the millowners present thereat shall be entitled to vote as follows (that is to say) :—

Mode of
voting.

The vote or votes in respect of any mill or work shall be given by the occupier thereof if present or if the occupier be absent then by the lessee thereof if present or if both occupier and lessee be absent then by the owner thereof if present and where several joint owners lessees or occupiers are present only one of them shall vote on behalf of all of them and if they do not agree as to their vote it shall not be received.

38. Every millowner entitled to vote (joint millowners for this purpose being considered one millowner) shall have one vote in respect of every entire foot of head and fall of water of or belonging to every mill or waterwheel in respect of which he is entitled to vote.

Scale of
votes.

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Power for
millowners
to appoint
an engineer
clerk and
officers.

39. After the decease retirement incapacity or failure to act of the engineer to the millowners for the time being the millowners if they think fit may at any meeting from time to time convened for the purpose appoint some other proper civil engineer to be their engineer and also may at any time after the passing of this Act and so from time to time appoint and remove a clerk and may confide to their clerk the execution of any of their resolutions and the custody of all their books and papers and any books and papers relating to proceedings of owners lessees and occupiers of mills and works and the millowners may at any time after the passing of this Act and so from time to time appoint and remove some proper person or persons to ascertain from time to time the state and condition of the gauges required by this Act and the quantity of water passing over the same respectively and may make such rules for the guidance of the person or persons so appointed as the millowners deem expedient.

Expenses of
millowners'
engineer to
be paid by
the Corpora-
tion up to
20*l.* a year
and as to
any excess
by mill-
owners
rateably.

40. All the charges and expenses of the engineer and his successors for acting on behalf of the millowners and with respect to any gauge to be certified under this Act before and up to and including the day of the date of the certificate of the respective gauge and the salaries and expenses of the persons appointed by the millowners under this Act shall be paid by the Corporation Provided that the Corporation shall not be liable to pay in that behalf for any one year commencing with the first day of January more than twenty pounds and all expenses attending the proceedings of the millowners and the salaries and expenses of the persons so appointed by them which are not paid by the Corporation shall be paid by the millowners entitled to attend and vote at their meetings in rateable proportion to the number of votes to which they are entitled.

Recovery of
expenses.

41. The moneys to be paid by the Corporation and the millowners respectively in respect of charges salaries and expenses shall be paid on behalf of the millowners to their clerk or to such other person as they appoint to receive the same and in default of payment thereof may be recovered by the clerk or person to whom the same ought to be so paid against the Corporation or against any millowner or millowners in default in any court of competent jurisdiction and in any such proceeding against any millowner or millowners a resolution of a meeting of the millowners declaring the amount payable by him or them shall be sufficient evidence of the matters thereby declared.

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42. Section 68 of the Sheffield Waterworks Act 1853 shall extend and apply to the reservoirs embankments watercourses and other works authorised by this Act and to the Corporation in relation thereto.

Corporation to
make good
damage by
failure of
reservoirs.

43. All water supplied by the Corporation under this Act shall be properly and efficiently filtered or otherwise treated so as to prevent it from acting on lead in such a manner as to endanger the health of the consumer. Provided that in case the Corporation shall make default under this section they shall be liable to a penalty not exceeding ten pounds for every day during which such default shall continue and such penalty shall be recoverable before any court of summary jurisdiction.

Water to be
filtered.

44. For the protection of the Right Honourable Edward Montagu Stuart Granville Earl of Wharncliffe his heirs and successors in estate and assigns (all of whom are in this section included in the expression "the owner") the following provisions shall unless otherwise agreed between the owner and the Corporation have effect (that is to say):—

For the
protection of
the Earl of
Wharncliffe.

The Corporation shall not exercise the powers of this Act for the supply of water in bulk to any sanitary authority company persons or person or themselves supply water for domestic or other purposes within any part of the Wortley and Carlton Estates of the owner situate within the townships of Carlton Wortley and Tankersley if and so long as such estates are supplied with water from the waterworks of the owner without first obtaining the consent in writing of the owner.

45. In carrying out and executing any of the works by this Act authorised so far as the same affect the railway and works of the Manchester Sheffield and Lincolnshire Railway Company (herein-after called "the Sheffield Company") the following provisions shall apply unless otherwise agreed between the Sheffield Company and the Corporation in writing under their respective common seals (namely):—

For the
protection
of the
Manchester
Sheffield and
Lincolnshire
Railway
Company.

(1) All works under or over the railway or works of the Sheffield Company shall be carried out and maintained to the reasonable satisfaction of that company and in accordance with plans sections and specifications to be previously approved by the chief engineer for the time being of the Sheffield Company or failing his approval by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party:

(2) The Corporation shall not stop divert or alter or injure the railway or any of the works of the Sheffield Company nor

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interrupt or interfere with the safe passage of traffic over the railway and the Corporation shall not purchase and take any part of the said railway or works or any lands of the Sheffield Company but the Corporation may purchase and take and the company shall grant an easement over the lands of the Sheffield Company so far as may be necessary for making maintaining and using the works by this Act authorised under or over the railway and works of the Sheffield Company:

- (3) The Corporation shall indemnify from and make good to the Sheffield Company all losses damages costs charges and expenses which the Sheffield Company may sustain or be put to by reason or in consequence of the construction maintenance or failure of the works by this Act authorised.

For the protection of the Dewsbury and Heckmondwike Waterworks Board and others.

46. The following provisions for the protection and benefit of the Dewsbury and Heckmondwike Waterworks Board the mayor aldermen and burgesses of the borough of Dewsbury and the urban district council of Heckmondwike (in this section referred to as "the Dewsbury water authorities") shall apply and have effect (that is to say):—

The Corporation shall not (except with the consent in writing under the common seal of such of the Dewsbury water authorities as are respectively affected) either directly or indirectly supply any water nor enter into any contract with any municipal corporation district council or person whereby any water may be either directly or indirectly supplied or used within the limits for the purpose of water supply of the Dewsbury water authorities or any of them nor within any township district or place within which water is or can lawfully be on the passing of this Act supplied by the Dewsbury water authorities or any of them.

For the protection of the Sheffield and South Yorkshire Navigation Company.

47. In carrying out and executing any of the works by this Act authorised so far as the same affect the Tinsley Canal (herein-after called "the canal") of the Sheffield and South Yorkshire Navigation Company (herein-after called "the navigation company") the following provisions shall apply unless otherwise agreed between the navigation company and the Corporation in writing under their respective common seals (namely):—

- (1) All works under or over the canal or works of the navigation company shall be carried out and maintained to the reasonable satisfaction of that company and in accordance with plans sections and specifications to be previously approved by the chief engineer for the time being of the navigation company or failing his approval by an engineer to be appointed by the

President for the time being of the Institution of Civil Engineers on the application of either party : A.D. 1896.

- (2) The Corporation shall not stop divert or alter or injure the canal or any of the works of the navigation company nor interrupt or interfere with the safe passage of traffic upon the canal and the Corporation shall not purchase and take any part of the said canal or works or any lands of the navigation company but the Corporation may purchase and take and the company shall grant an easement over the lands of the navigation company so far as may be necessary for making maintaining and using the works by this Act authorised under or over the canal and works of the navigation company :
- (3) The Corporation shall indemnify from and make good to the navigation company all losses damages costs charges and expenses which the navigation company may sustain or be put to by reason or in consequence of the construction maintenance or failure of the works by this Act authorised.

48. The Corporation may undertake to pay to the Postmaster-General any loss he may sustain by reason of the establishment or maintenance at their request of any post or telegraph office or of any additional facilities (postal or other) in any rural district in connexion with the works authorised by this Act and any expenses incurred by the Corporation under such undertaking may be defrayed out of any revenue or funds of the Corporation.

Corporation may undertake to pay Postmaster-General for any loss sustained by establishment or maintenance of post or telegraph office.

BORROWING POWERS.

49. The Corporation may from time to time borrow for the purchase of land and the execution of works under this Act and the extension of mains and other waterworks purposes including the purposes of the scheduled agreements or any of them and the taxed costs charges and expenses preliminary to and of and incidental to the preparing obtaining and passing of this Act and such other costs as are specified in the last section of this Act any sums not exceeding in the aggregate eight hundred thousand pounds.

Power of Sheffield Corporation to borrow.

50. The cost of all additional meters provided by the Corporation after the passing of this Act for measuring water supplied for trade or other purposes shall be debited to capital account and may be defrayed out of any moneys which the Corporation are now or may be hereafter authorised to borrow for waterworks purposes Provided always that all meters shall be repaired and replaced out of revenue.

Expenditure on meters.

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Mode of
raising
moneys.

51. The Corporation may raise all or any sums which they are authorised to borrow under this Act either by creation and issue of Sheffield Corporation Redeemable Stock under the Sheffield Corporation Act 1883 or by mortgage of the revenue of the water undertaking and of the district fund and general district rate of the city or either of them.

Power to
issue New
Redeemable
Stock.

52. Notwithstanding anything contained in section 5 of the Sheffield Corporation Act 1883 the Corporation may if they see fit for the purposes of this Act or of any statutory borrowing power for the time being exerciseable by the Corporation create and issue a new class of redeemable stock to be designated Sheffield Corporation New Redeemable Stock bearing such dividend not exceeding three pounds per centum per annum as the Corporation may by the resolution for such issue determine. Provided that all Sheffield Corporation New Redeemable Stock at any time and from time to time created shall be created on and subject to such terms and conditions as that the same shall be of one and the same class of stock bearing dividend at one and the same rate and being redeemable by the Corporation at one and the same period and that such stock shall in other respects be subject to the provisions of the said Act of 1883 as if the same had been created and issued under the powers of that Act. Provided further the Corporation shall be entitled if they see fit to redeem any portion of such stock at any time during or after the year one thousand nine hundred and twenty-five on giving not less than three months' previous notice to the holder thereof.

Establish-
ment of
Consolidated
Loans Fund
No. 2 in
respect of
new stock.

53. A separate loans fund to be called "the Sheffield Corporation Consolidated Loans Fund No. 2" shall be established and formed in respect of Sheffield Corporation New Redeemable Stock and all the provisions of the Act of 1883 in regard to the loans fund established under section 8 of that Act shall mutatis mutandis apply to the separate loans fund so to be established and formed under this Act. Provided that the Corporation shall not apply any part of the original Sheffield Corporation Consolidated Loans Fund in purchasing or redeeming or paying interest upon any Sheffield Corporation New Redeemable Stock or any part of the Sheffield Corporation Consolidated Loans Fund No. 2 in purchasing or redeeming any Sheffield Corporation Stock other than Sheffield Corporation New Redeemable Stock.

As to moneys
raised by
Corporation
stock.

54.—(1) The amount of the annual sums payable to the Sheffield Corporation Consolidated Loans Fund or the Sheffield Corporation Consolidated Loans Fund No. 2 as the case may be towards the

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redemption or repayment of stock created and issued by the Corporation for the purposes of this Act shall be such as with accumulations at a rate not exceeding three per centum per annum will suffice to redeem the stock created and issued for the respective purposes of this Act within the periods herein-after prescribed from the time or respective times of issue of such stock (that is to say):—

In the case of stock created and issued for the payment of the costs charges and expenses mentioned in the last section of this Act within ten years;

In the case of stock created and issued to defray the cost of additional meters provided by the Corporation after the passing of this Act within twenty years;

In the case of stock created and issued for the other purposes of this Act within sixty years;

In the case of stock issued for the purpose of paying off mortgages granted under this Act within corresponding periods of ten years or twenty years or sixty years as the case may be from the time or respective times of borrowing on mortgage.

(2) The sums payable in each year to the said Loans Funds respectively under the Sheffield Corporation Act 1883 for payment of dividends on and towards redemption of such stock shall be provided out of the revenue of the water undertaking and if and so far as that revenue proves insufficient for the purpose the deficiency shall be provided out of the district fund and general district rate of the city.

(3) But it shall not be obligatory on the Corporation to commence payment to the said loans fund of annual sums for or towards redemption or repayment of stock in respect of which the prescribed period for redemption or repayment is sixty years till the expiration of six years from the thirty-first day of March one thousand eight hundred and ninety-six.

55.—(1) All mortgages granted by the Corporation under this Act shall rank together without any priority on account of the date of the deed or on any other account and the interest of all such mortgages shall rank equally with the dividends for the time being payable on all Corporation stock now existing or which may be from time to time hereafter created and issued under any existing Act or Order confirmed by Parliament or under this Act.

As to
mortgages
of Corpora-
tion.

(2) The provisions contained in sections 236 to 239 of the Public Health Act 1875 with respect to the mortgages to be executed by a local authority shall apply in the case of all mortgages granted by the Corporation under this Act except where any such provisions are expressly altered or varied by this Act and for the purposes of

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such application the term "local authority" in the said provisions shall be construed to mean the Corporation and the term "rates" shall be construed to include the revenue of the water undertaking.

(3) All moneys borrowed on mortgage under this Act shall be paid off within the periods herein-before prescribed in the case of Corporation stock having regard to the purposes for which such moneys are borrowed either by equal yearly or half-yearly instalments of principal or of principal and interest or by means of a sinking fund or partly by such instalments and partly by a sinking fund but it shall not be obligatory on the Corporation to commence repayment by instalments or to create any sinking fund in the case of any moneys so borrowed in respect of which the prescribed period for redemption or repayment is sixty years till the expiration of six years from the thirty-first day of March one thousand eight hundred and ninety-six.

Regulations
as to
sinking fund
for moneys
borrowed on
mortgage.

56.—(1) If a sinking fund be created for the discharge of moneys borrowed by the Corporation on mortgage under this Act such equal yearly or half-yearly sums shall be paid into the sinking fund as with the accumulations thereof in the way of compound interest at a rate not exceeding three per centum will suffice to discharge the principal moneys for the discharge whereof it was created within the period prescribed by this Act and the Corporation shall from time to time apply such sinking fund in or towards discharge of the principal moneys for the discharge whereof it was created until thereby or otherwise the whole of such principal moneys have been discharged. Provided that whenever any of such principal moneys have been so paid off the Corporation shall thenceforward until the whole of such principal moneys have been paid off pay into the sinking fund every year in addition to the other sums required to be set apart and appropriated a sum equal to the annual interest of the principal money so paid off at the rate per centum on which the yearly or half-yearly payments into the sinking fund are based. Provided further that whenever and so long as the yearly income arising from the sinking fund shall be equal to the annual interest of the principal moneys then due and outstanding the Corporation may in lieu of investing the said yearly income apply the same in payment of such interest and may during such periods discontinue payment to the sinking fund of the yearly or half-yearly sums required to be paid thereto.

(2) Pending the application of the sinking fund in the discharge of principal moneys as aforesaid the sums paid into the fund shall be invested from time to time and accumulated at compound interest by investing the same and the dividends interest and annual

income thereof respectively in any statutory security as defined in the Sheffield Corporation Act 1883 other than securities of the Corporation and annuities rentcharges or securities transferable by delivery.

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(3) If in any year the interest produced by the investments of any sinking fund falls short of the rate on which the equal yearly or half-yearly payments to the sinking fund are based then the Corporation shall as soon as may be make good the deficiency out of the revenues or rates liable to provide the said yearly or half-yearly payments. But if in any year the interest produced by the investments exceeds the rate aforesaid then the Corporation may apply the difference in reduction of the sums which would otherwise have been payable into the sinking fund.

57. The Corporation may from time to time reborrow any amount borrowed by them under this Act and paid off otherwise than by instalments or by means of a sinking fund or out of the proceeds of the sale of land or other property or out of fines or premiums on leases or other moneys in the nature of capital not being borrowed moneys but all moneys so reborrowed shall be repaid within the prescribed periods and shall be deemed to form the same loan as the moneys originally borrowed and the obligations of the Corporation with respect to the repayment of the loan and to the provision to be made for such repayment shall not be diminished by reason of such reborrowing.

Power to reborrow.

58. A person lending money to the Corporation shall not be concerned to inquire as to the observance by the Corporation of the provisions of this Act or be bound to see to the application or be answerable for any loss misapplication or non-application of the money lent by him or of any part thereof.

Protection of lenders from inquiry.

59. The principal moneys secured by all mortgages granted by the Corporation in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages have priority over the principal moneys secured by any mortgages granted by virtue of this Act.

Priority of principal moneys secured by existing mortgages.

60. The town clerk shall within twenty-one days after the expiration of each year during which any sum is required to be paid as an instalment or to be set apart for any sinking fund under this Act transmit to the Local Government Board a return in such form and verified in such manner as that Board may from time to time prescribe showing the amount which has been paid by instalments or invested for the purposes of such sinking fund during the

Annual return to Local Government Board with respect to sinking fund.

A.D. 1896. year next preceding the making of such return and the description of the securities upon which the same has been invested and the purposes to which any portion of the moneys invested for the sinking fund or the interest thereof has been applied during the same period and the total amount (if any) remaining invested at the end of the year.

In the event of any wilful default in making such return the town clerk shall be liable to a penalty not exceeding twenty pounds which shall be paid to the Local Government Board and shall be recoverable by that Board in a summary manner. If it appear to the Local Government Board by such return or otherwise that the Corporation have failed to pay any such instalment or to set apart the sum required by this Act for the sinking fund or have applied any portion of the money set apart for that fund or the interest thereof to any other purposes than those authorised by this Act the Local Government Board may by order direct that a sum not exceeding double the amount in respect of which such default shall have been made shall be set apart and invested or applied by the Corporation as part of the sinking fund and any such order may be enforced by mandamus to be obtained by the Local Government Board.

Application
of money
borrowed
under Act.

61. All moneys borrowed by the Corporation under the powers of this Act shall be applied only to the purposes of this Act for which they are authorised to be borrowed and to which capital is properly applicable.

Proceeds of
sale of
surplus lands
to be treated
as capital.

62. The proceeds of the sale of any lands of the Corporation under the powers of this Act shall be distinguished as capital in the accounts of the Corporation and shall be applied in discharge of any moneys borrowed by the Corporation under this Act but shall not be applied to the payments of instalments or to payment into the sinking fund except to such extent and upon such terms as may be approved by the Local Government Board and borrowed money discharged by the application of such moneys shall not be reborrowed. Provided that if borrowed money is so discharged then the payments to any sinking fund applicable to the repayment of such borrowed money may be reduced to such extent and on such terms as may be approved by the Local Government Board.

Application
of water
revenue as
regards
moneys
borrowed
under Act.

63. For the purpose of the provisions of section 44 of the Sheffield Corporation (Water) Act 1887 (Application of water revenue) moneys borrowed by the Corporation under this Act shall be treated as moneys borrowed by the Corporation under the said Act of 1887.

64. The provisions of section 44 of the Sheffield Corporation (Water) Act 1887 relating to the formation of a reserve fund shall be read and have effect as if the sum of one hundred and fifty thousand pounds were therein mentioned instead of the sum of fifty thousand pounds.

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As to
amount of
reserve fund.

SCHEDULED AGREEMENTS WITH THE CORPORATIONS OF ROTHERHAM AND
DONCASTER.

65. The agreement and the supplemental agreement made respectively between the Sheffield Corporation of the first part the Rotherham Corporation of the second part and the Doncaster Corporation of the third part as set out in the First Schedule to this Act and in this Act called the scheduled agreements are hereby respectively confirmed and made binding on the parties thereto.

Confirmation
of scheduled
agreements
with Cor-
porations of
Rotherham
and
Doncaster.

66. The water supplied by the Sheffield Corporation under the provisions of the scheduled agreements to the Doncaster Corporation and the Rotherham Corporation respectively shall on and after its delivery to those Corporations respectively be deemed to form part of the water furnished by the respective water undertakings of those corporations respectively and the enactments regulating those respective undertakings shall be construed and applied accordingly.

As to water
supplied
under
scheduled
agreements.

67. The Doncaster Corporation are hereby authorised to borrow with the sanction of the Local Government Board on the security of their water revenue and of their borough fund and borough rate such sums of money as they may from time to time require for the purpose of carrying into effect the provisions of the scheduled agreements or either of them and the period for and mode of repayment of the moneys so borrowed shall be such as may be prescribed or sanctioned by the Local Government Board.

Power of
Doncaster
Corporation
to borrow.

68. The Rotherham Corporation are hereby authorised to borrow with the sanction of the Local Government Board on the security of their water revenue and of their borough fund and borough rate such sums of money as they may from time to time require for the purpose of carrying into effect the provisions of the scheduled agreements or either of them and the period for and mode of repayment of the moneys so borrowed shall be such as may be prescribed or sanctioned by the Local Government Board.

Power of
Rotherham
Corporation
to borrow.

69. Whereas at the passing of the Rotherham Corporation Act 1882 (in this section referred to as "the Act of 1882") the amount of the moneys borrowed for waterworks purposes under the Rotherham and Kimberworth Local Board of Health Acts 1863 and 1870 the Rotherham Corporation Act 1875 and the Public

Amending
Acts of
Rotherham
Corporation
relating to
moneys
borrowed by
them for

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waterworks
purposes and
to charges by
them for water.

Health Acts and then still owing by the corporation was ninety-one thousand two hundred and eighty-three pounds eighteen shillings and ninepence :

And whereas pursuant to the Act of 1882 the Rotherham Corporation issued ninety thousand six hundred and seventy-four pounds sixteen shillings and fourpence Rotherham Corporation Four per cent. Redeemable Stock in substitution for the said sum of ninety-one thousand two hundred and eighty-three pounds eighteen shillings and ninepence :

And whereas on the twenty-fifth day of March one thousand eight hundred and ninety-five eighty-five thousand three hundred and three pounds sixteen shillings and fourpence of the said ninety thousand six hundred and seventy-four pounds sixteen shillings and fourpence Rotherham Corporation Four per cent. Redeemable Stock remained unextinguished :

And whereas having regard to the exceptionally heavy expenses incurred by the Rotherham Corporation and their predecessors the local board of health for the district of Rotherham and Kimberworth in the past on waterworks account by reason of the great difficulties encountered in providing water for their district of supply and having regard to the expenses which must be incurred by the Rotherham Corporation on waterworks account in carrying into execution the provisions of this Act which are to be executed by them it is expedient that the amount of the sums payable by the Corporation in each year into the loans fund in section 10 of the Act of 1882 mentioned for redemption and extinction or purchase and extinction of the said eighty-five thousand three hundred and three pounds sixteen shillings and fourpence Rotherham Corporation Four per cent. Redeemable Stock be reduced and that the powers of the Rotherham Corporation of charging for supplies of water for domestic purposes be increased as herein-after provided :

Be it therefore enacted as follows :—

- (1) This section shall be carried into execution by the Rotherham Corporation acting by their council :
- (2) Notwithstanding anything in section 10 of the Act of 1882 or in any other Act or in any Provisional Order confirmed by Act of Parliament the amounts of the contributions to the loans fund in the said section 10 mentioned in respect of the recited sum of eighty-five thousand three hundred and three pounds sixteen shillings and fourpence Rotherham Corporation Four per cent. Redeemable Stock shall from and after the thirty-first day of August one thousand eight hundred and ninety-six be such as with accumulations at the rate of three per centum per annum shall be from time

to time calculated to be sufficient to purchase such stock at its nominal amount within sixty years from the dates when the loans referred to in this section were respectively borrowed and so that each of such loans shall be paid off within the period of sixty years from the date of borrowing :

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(3) From and after the passing of this Act section 9 of the Rotherham and Kimberworth Local Board of Health Act 1870 shall be read and have effect as if—

- (A) The word "eight" were therein inserted instead of the word "seven" ; and
- (B) The words "eight shillings" were therein inserted instead of the words "six shillings."

CONFIRMATION OF AGREEMENT WITH BARNSELY CORPORATION.

70. The agreement between the Corporation and the Barnsley Corporation set out in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Confirmation
of agreement
with
Barnsley
Corporation.

ACQUISITION OF WATER UNDERTAKING OF STOCKSBRIDGE URBAN DISTRICT COUNCIL.

71. With respect to the acquisition of the water undertaking of the Stocksbridge Urban District Council (in this section referred to as "the council") the following provisions shall have effect (that is to say) :—

As to
purchase of
water
undertaking
of Stocks-
bridge
Urban
District
Council.

- (1) Subject to the provisions of this section the agreement between the council and the Corporation for the acquisition by the Corporation of the water undertaking of the council set forth in the Third Schedule to this Act is hereby confirmed and made binding on the parties thereto and the council shall sell and transfer to the Corporation and the Corporation shall purchase the said water undertaking upon the terms and conditions in the said agreement contained :
- (2) The transfer of the said water undertaking (in this section referred to as "the transfer") shall be carried into effect by a deed duly stamped and truly stating the consideration and on the execution of that deed by the council the said water undertaking shall by virtue of that deed and of this Act be transferred to and vested in the Corporation as from the twenty-ninth day of September one thousand eight hundred and ninety-six subject and according to the provisions of the said agreement and this Act and that date is in this section referred to as "the vesting period" :

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- (3) The said deed of conveyance shall within three months from its date be produced by the Corporation to the Commissioners of Inland Revenue and in default of such production the ad valorem stamp duty if unpaid with interest at the rate of four pounds per centum per annum from the date of the deed shall be recoverable from the Corporation with full costs of suit and all costs and charges attending the same :
- (4) The receipt of the council under their common seal for the purchase money to be paid for the transfer shall effectually discharge the Corporation from the sum in the said receipt acknowledged to have been received and from being concerned to see to the application thereof and from being answerable or accountable for the loss misapplication or non-application thereof :
- (5) The said purchase money of ten thousand pounds shall be applied by the council to any purpose for which they have an unexhausted borrowing power or to any purpose to which capital is properly applicable and which may be approved by the Local Government Board :
- The borrowing powers of the council shall be reduced to the extent of the moneys applied under this section in lieu of borrowing :
- (6) The council shall carry on the said water undertaking in the ordinary way at their own risk and cost and for their own benefit up to the vesting period and thenceforward until the transfer at the sole risk and cost and for the benefit of the Corporation :
- (7) From and after the vesting period the Corporation in lieu of the council shall be the authority for the supply of water within the district of the council and all obligations and liabilities of the council for the supply of water shall by virtue of this Act be transferred from the council to and become the obligations and liabilities of the Corporation :
- (8) All enactments for the protection of the council in respect of their water undertaking and the waters lands and property connected therewith shall be read and have effect as if the Corporation had been named therein instead of the council :
- (9) If at the time of the transfer any action suit or proceeding or any cause of action suit or proceeding is pending or existing by or against or in favour of the council the same shall not abate or be discontinued or be in anywise prejudicially affected by reason of the transfer but the same may be continued prosecuted and enforced by or against or in favour of the

Corporation as and when it might have been continued or prosecuted by or against or in favour of the council but not further or otherwise: A.D. 1896.

(10) Except as by the said agreement or this section otherwise provided all purchases sales conveyances grants assurances deeds contracts and agreements entered into or made and subsisting at the time of the transfer by to or with the council or by to or with any person to whose rights and liabilities the council shall have succeeded shall be as binding and of as full force and effect against or in favour of the Corporation and may be enforced as fully as if instead of the council or any such person the Corporation had been a party thereto :

(11) All books plans and documents of or concerning the said water undertaking which would have if this Act had not been passed been evidence shall be admitted as evidence as if this Act had not been passed.

MISCELLANEOUS.

72. The Sheffield Corporation may make and carry into effect agreements and may vary or rescind agreements with any county council district council corporation or other local authority and with the consent of the local authority and of any company authorised to supply water in the particular district any other public body and any company or person for the sale and supply by the Corporation from their existing works or from the works by this Act authorised of water in bulk to such county council district council corporation or other local authority or public body or company or person whether within or beyond the statutory limits of supply of the Corporation on such terms and conditions as may be agreed by and between the parties to any such agreement:

Agreements
between
Corporation
and local
authorities
and others.

Provided that no water shall either directly or indirectly be supplied by the Corporation for use within the limits within which the corporation of Barnsley are authorised to supply water without their consent in writing first obtained.

73. The heads of agreement and the supplemental agreement between the Corporation and Samuel Fox and Company Limited as set out in the Fourth Schedule to this Act are hereby confirmed and made binding on the parties thereto.

Confirmation
of agree-
ments with
Samuel Fox
and Company
Limited.

74. The Corporation shall as soon as they are by means of the works by this Act authorised in a position to supply water to the corporations of Rotherham and Doncaster to the extent contemplated by the scheduled agreements supply in bulk to the

As to supply
to Swinton
Urban
District

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Rotherham
Rural
District and
Wortley
Rural
District.

urban district council of Swinton the Rotherham Rural District Council and the Wortley Rural District Council (herein-after referred to as "the authorities") if and when required so to do such daily quantity of water as any such authority may from time to time require and agree to take in consideration (unless otherwise agreed) of an annual payment equal to four per centum upon such proportion of the total capital from time to time expended on the works by this Act authorised and the tanks and filtering beds and distributing mains connected therewith as the daily quantity of water required and agreed to be taken by such authority may from time to time bear to the total daily quantity of water which the works so constructed are from time to time capable of providing together with a proportion calculated as aforesaid of the costs necessary or proper for the maintenance working and management of the works by this Act authorised.

The capital upon which the before-mentioned percentage shall be calculated shall include the actual expenditure of the Corporation in obtaining this Act and in the purchase of lands and easements and in or in connexion with the construction of works and the tanks filtering-beds works and distributing mains referred to and shown on the deposited plans and all other works necessary and also interest with annual rests at three and a half pounds per centum per annum on capital expended until the works upon which the same has been expended are made use of for the supply of water.

The amount of such capital and the costs of maintenance and management shall in case of difference between the parties be settled and determined by the Local Government Board.

The Corporation of Sheffield and their present water limits shall at all times have a prior right of supply from the works constructed under the powers of this Act of a quantity which with the water obtained from works constructed under any other statutory powers shall not exceed twenty-five gallons per head per day of the population.

No authority shall be entitled to any supply without having given at least one year's notice of the date when such supply will be required and no authority having obtained a supply under this section shall be entitled to require any further quantity until the expiration of five years from the time of any such supply and without giving such notice as aforesaid.

If the requirements of any authority increase the quantity of water required by the Corporation for the supply of twenty-five gallons per head per day of the population of their present water limits and for the supply of any authority or authorities who at the

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—

time of making such requirement may be supplied or have required a supply to such an extent that in order to comply with such requirements an addition to the lines of pipes shall be immediately necessary the authority making such requirement shall pay to the Corporation (in addition to the annual sum herein-before mentioned) such sum as failing agreement may be determined by the Local Government Board to be reasonable towards the cost of such additional works. The basis on which such sum shall be settled shall be that of paying to the Corporation such sum as shall be equivalent to four per centum per annum on the money expended by them in the construction of such additional line of pipes for the period which may reasonably be expected to elapse between the completion and bringing into use of such additional line of pipes and the time when the normal increase of the population within the water limits of the Corporation would have necessitated the construction of additional works in order to afford a supply of twenty-five gallons per head per day of the population within such limits and to meet the requirements of the authorities who at the making of the requirement may be supplied or have required a supply.

Nothing in this Act contained shall enable the Corporation or any authority to construct waterworks (other than those mentioned in the section of this Act the marginal note of which is "Power to construct works") or supply water to be used within the limits of supply of any other local authority without the consent of such authority.

No authority shall have the right to demand more water from the Corporation than will together with any existing means of supply which the authority intends to retain give twenty gallons per head per day on the population which such authority is authorised to supply including a reasonable quantity for the prospective increase of population the same to be determined in case of difference by an arbitrator to be appointed by the Local Government Board and the cost of such determination shall be paid by the parties as the arbitrator shall direct.

The Corporation and any authority may enter into contracts under their respective corporate seals with reference to the supply of water and the same shall have full force and effect.

For the purpose of providing a supply of water for the urban district council of Swinton and the rural district council of Rotherham the water shall be conveyed to the districts of those authorities by means of pipes to be laid at their expense and to be connected with the line of pipes or work numbered 10 and 11 in section 15 of this Act and if for the purpose of affording such supply of water it shall

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be necessary to increase the size of the main or pipes which would be required for the supply of the quantity of water to be given under the provisions of this Act to the corporations of Rotherham and Doncaster the councils aforesaid shall at the time when the pipe or main to Rotherham and Thrybergh is laid by the Sheffield Corporation pay the amount of such increased expense in proportion to the quantity of water to be taken by each district. Provided always that until the Sheffield Corporation supply the rural district of Rotherham or the Swinton Urban District Council with water under the provisions of this section the said district councils respectively shall not be liable to any payment in respect of such increased expense.

Audit of
accounts.

75. The accounts of receipts and expenditure of the Corporation under this Act shall be audited examined and published in like manner and with the same consequences as the other accounts of the Corporation are audited examined and published under the Municipal Corporations Acts.

Costs of
Act.

76. The costs charges and expenses preliminary and of and incidental to preparing obtaining and passing this Act including the costs and expenses of the Corporation and of Samuel Fox and Company Limited of and incidental to their oppositions to the Barnsley Corporation (Water) Bill in the present session of Parliament and of the agreement between that company and the Barnsley Corporation as well as the costs payable under the heads of agreement and supplemental agreement set forth in the Fourth Schedule to this Act as taxed by the taxing officer of the House of Lords or of the House of Commons shall be paid by the Sheffield Corporation out of the borough fund or borough rate of the city subject to repayment by the Doncaster and Rotherham Corporations respectively of such proportions thereof as shall be fixed pursuant to the scheduled agreements.

SCHEDULES referred to in the foregoing Act.

A.D. 1896.

THE FIRST SCHEDULE.

AGREEMENT BETWEEN THE CORPORATIONS OF SHEFFIELD ROTHERHAM AND
DONCASTER.

AN AGREEMENT made the twelfth day of June one thousand eight hundred and ninety-five between THE MAYOR ALDERMEN AND CITIZENS OF THE CITY OF SHEFFIELD in the county of York (herein-after called "the Sheffield Corporation") of the first part THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF ROTHERHAM in the same county (herein-after called "the Rotherham Corporation") of the second part and THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF DONCASTER in the same county (herein-after called "the Doncaster Corporation") of the third part.

WHEREAS the Dewsbury and Heckmondwike Waterworks Board and the corporation of Barnsley are promoting in the present session of Parliament Bills whereby they seek for power to construct waterworks in the valley of the Little Don or Porter River in the said county and to impound the waters of such river and its tributaries or some of them for the purpose of supplying the districts of the said board and Corporation respectively with water :

And whereas the waters of the said Little Don River and the tributaries thereof are part of the head waters of the River Don which flows through Sheffield Rotherham and Doncaster and through and by many populous districts in the valley of that river and the three corporations parties to these presents are of opinion that such waters belong naturally and geographically to the inhabitants of that valley :

And whereas each of the said corporations (parties hereto) is opposing the Bills promoted by the Dewsbury and Heckmondwike Waterworks Board and the Barnsley Corporation in the present session of Parliament and the three corporations (parties hereto) have approached one another with a view of effecting an arrangement whereby they should each do their utmost to defeat the Bills promoted by the Dewsbury and Heckmondwike Waterworks Board and the Barnsley Corporation as aforesaid and they have arranged that an agreement shall be entered into by them that in case the opposition to the Bills of the Dewsbury and Heckmondwike Waterworks Board and the Barnsley Corporation shall be successful the Sheffield Corporation shall in the session of Parliament of 1896 promote a Bill seeking for power to construct reservoirs and impound the waters of the said Little Don River and its tributaries and on obtaining such powers shall construct (amongst such others as they may think fit) a reservoir to be called the Langsett Reservoir and shall furnish to the Rotherham Corporation and the Doncaster Corporation a supply of

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water on the terms and conditions herein-after expressed Now these present witness that in pursuance of the premises and in consideration of the mutual advantages which this agreement will give to each of the three corporations (parties hereto) and the inhabitants of the towns and districts to which they supply water it is hereby agreed by and between the corporations (parties to these presents) as follows:—

1. Each of such corporations will do its utmost at its own expense to defeat in the present session of Parliament the Bills being promoted as aforesaid by the Dewsbury and Heckmondwike Waterworks Board and the Barnsley Corporation and will in such opposition render to each other all such aid as may be required by any one of the three corporations from the others or other of them.

2. In case the Bills of the said Waterworks Board and the Barnsley Corporation are thrown out the Sheffield Corporation shall in the year 1896 promote a Bill seeking for power to construct reservoirs and do other works in the valley of the Little Don River and thereby to intercept and impound the waters of that river and its tributaries to lay such mains as are herein-after mentioned and do all other necessary works to enable them to carry out their engagements under this agreement The Rotherham Corporation and the Doncaster Corporation will each of them render to the Sheffield Corporation its utmost aid for obtaining the Act of Parliament so to be promoted in the session of 1896 by the Sheffield Corporation (herein-after referred to as "the Sheffield Act of 1896").

3. In case such application to Parliament by the Sheffield Corporation be unsuccessful the costs of the corporations of Sheffield Rotherham and Doncaster shall be added together and paid by Sheffield and the corporations of Rotherham and Doncaster shall together contribute to the corporation of Sheffield a fair proportion not to exceed one-fifth of the costs so incurred in promoting such Bill and in case such proportion within the maximum aforesaid cannot be fixed by agreement it shall be fixed by arbitration between the Sheffield Corporation and the corporation or corporations parties hereto with which they may not be able to agree As between Rotherham and Doncaster the costs to be paid by them shall be borne in equal proportions.

4. If the Sheffield Corporation be successful in obtaining the Sheffield Act of 1896 and the powers to be sought thereby the following provisions shall have effect and shall be observed by the corporations parties hereto.

5. The Sheffield Corporation will from their present waterworks system lay a water main (part of the trunk main herein-after mentioned) from the nearest available point in the city of Sheffield to the Boston Castle Reservoir belonging to the Rotherham Corporation and situate within that borough and so soon as such main is completed shall until the completion of the said Langsett Reservoir or until the thirty-first December one thousand nine hundred and one whichever shall first happen deliver into the said reservoir at Boston Castle the following supply of water for the Rotherham Corporation (namely) during the years one thousand eight hundred and ninety-seven and one thousand eight hundred and ninety-eight a quantity of three hundred thousand gallons each day during the year one thousand eight hundred and ninety-nine a quantity of four hundred thousand gallons each day during the year one thousand nine hundred a quantity of five hundred thousand gallons each

day and during the year one thousand nine hundred and one a quantity of six hundred thousand gallons each day and into the main pipe to be laid as hereinafter provided in clause 12 the following supply of water for the Doncaster Corporation (namely) during the years one thousand eight hundred and ninety-seven and one thousand eight hundred and ninety-eight a quantity of two hundred thousand gallons each day during the year one thousand eight hundred and ninety-nine a quantity of two hundred and fifty thousand gallons each day during the year one thousand nine hundred a quantity of three hundred thousand gallons each day and during the year one thousand nine hundred and one a quantity of three hundred and fifty thousand gallons each day or of such a less daily quantity for each corporation in similar proportion as shall be convenient to the Sheffield Corporation in their judgment and discretion having regard to the requirements of their own water district and each of the corporations of Rotherham and Doncaster shall pay for such temporary supply to it at the rate of fivepence per thousand gallons supplied in addition to interest and sinking fund payments at the rate and in the proportions hereinafter mentioned in Part IV of clause 9 hereof on so much of the permanent trunk main from Langsett as it may be necessary to construct for the purpose of giving the supply in this clause mentioned.

6. From and after the completion of the said Langsett Reservoir and the trunk mains to be constructed by the Sheffield Corporation under the powers of the said Act or from and after the thirty-first day of December one thousand nine hundred and one whichever shall occur the first the Sheffield Corporation shall supply to the Rotherham Corporation who shall take from them in perpetuity a quantity of water (hereinafter referred to as "the permanent supply") of not less than seven hundred thousand gallons per day delivered into the said Boston Castle Reservoir until notice shall be given by the Rotherham Corporation in pursuance of the power in that behalf hereinafter contained requiring a further supply up to the maximum hereinafter mentioned and the Sheffield Corporation shall from the same time supply to the Doncaster Corporation who shall take from them in perpetuity a quantity of water (hereinafter referred to as "the permanent supply") of not less than six hundred thousand gallons per day delivered at a point within the borough of Rotherham where a junction will be made between the trunk main from the Langsett Reservoir and the main to be laid as hereinafter provided in clause 12 until notice shall be given by the Doncaster Corporation in pursuance of the power in that behalf hereinafter contained requiring a further supply up to the maximum hereinafter mentioned. The Rotherham Corporation shall at all times give the Doncaster Corporation any needful facility for receiving and carrying forward the supply of water so to be delivered for the Doncaster Corporation into the said main proposed to be laid as hereinafter provided from Rotherham to Doncaster and to be situate partly within the borough of Rotherham.

7. The Rotherham Corporation may as often as they desire before the expiration of seven years from the first day of September one thousand eight hundred and ninety-six (that is to say before the first day of September one thousand nine hundred and three) give five years' notice to the Sheffield Corporation requiring them to deliver to the Rotherham Corporation an increased quantity of water up to but not exceeding (including the previous "permanent" supply) a maximum of one million six hundred thousand gallons

A.D. 1896. per day in perpetuity and the Doncaster Corporation within the same period may as often as they desire give a notice of the same duration to the Sheffield Corporation requiring them to deliver to the Doncaster Corporation an increased quantity of water up to but not exceeding (including the previous "permanent" supply) a maximum of one million gallons per day in perpetuity and from and after the expiration of any such notice the Sheffield Corporation shall supply in perpetuity to the corporation giving such notice a quantity of water up to but not exceeding the said maximum herein-before prescribed in its favour:

Provided always that if at the expiration of any of the notices given under this clause by either of the corporations of Rotherham and Doncaster the Langsett Reservoir shall not have been completed the corporation who shall have given such notice shall notwithstanding the quantity mentioned in such notice not be compellable until such reservoir shall be completed to take and pay for a larger quantity than they actually require (such quantity not being less than the minimum).

8. The Rotherham Corporation at their Boston Service Reservoir and the Doncaster Corporation at their Thrybergh Reservoir shall construct and for ever maintain in proper condition a house or building to contain the meters to be provided and maintained by the Sheffield Corporation (to whom all necessary access thereto shall at all times be given) for the purpose of measuring the quantity of water delivered to the two first-named corporations respectively together with all necessary pipes mains basins tanks or other apparatus to receive the water after its discharge from the said meters and to convey the same into the service reservoir or other works of the said corporations of Rotherham and Doncaster respectively.

9. Each of the corporations of Rotherham and Doncaster shall except in the event mentioned in clause 10 pay to the Sheffield Corporation for or in respect of the permanent supply to it referred to in clauses 6 and 7 annually for sixty years (or for such other period of the sinking fund as may be prescribed by the Sheffield Act of 1896) (First) The actual interest paid by the Sheffield Corporation from time to time upon such proportion of the capital expenditure upon and in connexion with the construction of the said Langsett Reservoir as is equal to the proportion of the available water supply from the reservoir which for Rotherham that corporation and for Doncaster that corporation shall from time to time take from the Sheffield Corporation (Second) A similar proportion of the sinking fund payments which the Sheffield Corporation will be required to pay from time to time during the period to be prescribed by the Sheffield Act of 1896 for repayment of the capital raised by them under the Act for the works in question (Third) Interest at the rate of one quarter per cent. per annum upon the same proportion of the capital expenditure as is herein-before prescribed for payment of actual interest and the sinking fund and (Fourth) The actual interest and the actual sinking fund payments (in the proportions of Rotherham Corporation eight-thirteenths and Doncaster Corporation five-thirteenths) paid by the Sheffield Corporation on or in respect of seventy thousand pounds (and every part thereof) an agreed sum for the cost of the trunk main to Rotherham to be laid by the Sheffield Corporation for delivering the water into and near the said Boston Castle Reservoir and also interest at one quarter per centum per annum upon such sum of seventy thousand pounds Provided that the corporation of Rotherham shall bear the

whole cost of constructing the necessary main from Bow Bridge at Rotherham to the Boston Castle Reservoir and the before-mentioned sum of seventy thousand pounds shall be reduced by the amount of such cost. And in addition to the above sums enumerated 1 to 4 each of the corporations of Rotherham and Doncaster shall pay to the Sheffield Corporation in perpetuity towards the cost of management and maintenance of the Langsett Reservoir or other works including the maintenance of the main from Bow Bridge to Boston Castle Reservoir aforesaid from or by means of which the supply may be afforded a fixed annual sum to be calculated after the rate of two thousand pounds per annum for each million gallons of water per day and so in proportion for a greater or less quantity taken by the corporations of Rotherham and Doncaster respectively in pursuance of these presents. All the annual sums payable by each of the said corporations under the provisions aforesaid shall be paid to the Sheffield Corporation by equal half-yearly instalments on each first day of March and first day of September during the periods aforesaid and shall be applied by the Sheffield Corporation as part of their water revenue.

10. The price to be paid for the permanent supply for any period after the thirty-first of December one thousand nine hundred and one until the completion of the Langsett Reservoir (if it be not completed by that date) shall subject to the proviso in clause 7 be at the rate of fivepence per thousand gallons supplied in addition to interest and sinking fund payments at the rate and in the proportions herein-before mentioned in Part IV of clause 9 hereof on so much of the permanent trunk main from Langsett as it may be necessary to construct for the purpose of giving the supply in this clause mentioned.

11. In case either of the corporations of Rotherham and Doncaster shall exercise the option herein-before given for the taking of a further quantity of water the corporation requiring such further supply shall upon the expiration of the notice to be given as aforesaid to the Sheffield Corporation pay to that Corporation in gross a sum of money which shall be equal to the aggregate of the annual payments of interest proportion of sinking fund the additional interest of five shillings per cent. per annum and the annual sum for management for the period which shall have elapsed from the date of the completion of the said Langsett Reservoir up to the time of the expiration of that notice and the commencement of the further supply required thereby and also interest and compound interest upon such annual payments the intention of the parties hereto being that in case such notice shall be given and an increased supply furnished the Sheffield Corporation shall be entitled to the same money as they would have received in case such increased supply had been furnished by them to the corporation giving such notice as aforesaid from the time of the completion of the said Langsett Reservoir. Any such sum in gross may be paid to the Sheffield Corporation either in cash or in stock or mortgages of the Corporation by which it will be payable at the then market value of the same stock or mortgages.

12. The Sheffield Corporation in their proposed Act of Parliament will seek for power either for themselves or for the corporation of Doncaster to construct a main forward from near the said Boston Castle Reservoir in the borough of Rotherham to the reservoir at Thrybergh belonging to the Doncaster Corporation. If under the powers of the said Act the Sheffield Corporation construct such main and thereby carry the Doncaster supply of water into

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their said reservoir at Thrybergh the corporation of Doncaster will pay upon the capital outlay of the Sheffield Corporation in or in connexion with the construction of that main for the sinking fund period to be obtained by the Act upon the same footing and at the same rate as is herein-before prescribed with reference to the proportion of interest sinking fund maintenance and other payments to be paid by the Doncaster Corporation upon the capital expenditure incurred upon the construction of the said Langsett Reservoir and the trunk main to Rotherham but if the Doncaster Corporation shall give notice of their desire themselves to construct that continuing main from near Boston Castle Reservoir to Thrybergh Reservoir as aforesaid then this clause shall have no effect and the Doncaster Corporation shall be at liberty to make their own arrangements for carrying forward their supply of water to their said reservoir.

13. The Sheffield Corporation Act of 1896 shall contain such clauses as may be necessary to authorise the corporations of Rotherham and Doncaster to raise such capital sum as each may desire to raise for the purpose of giving effect to the provisions of this agreement whether under clause 11 herein-before contained or as regards Doncaster the construction of requisite mains and other works and for the extension of the powers at present possessed by the Rotherham Corporation and the Doncaster Corporation of charging for water supply to the water taken by each of such authorities under this agreement.

14. The costs to be incurred by the Sheffield Corporation in promoting and obtaining the Sheffield Act of 1896 and interest during construction of works on the capital expended thereupon shall be treated as part of the capital expenditure of the construction of the Langsett Reservoir aforesaid upon which the corporations of Rotherham and Doncaster are to pay a proportion of interest and sinking fund as aforesaid.

15. Each of the corporations parties hereto shall exercise due diligence in promoting the Sheffield Act of 1896 and thereafter in carrying out the terms of this agreement.

16. The Sheffield Corporation shall at all times be at liberty to deal with all the available supply of water contained in the Langsett Reservoir or in the valley of the Little Don and its tributaries over and above the supplies of water herein-before agreed to be furnished by the Sheffield Corporation to the Rotherham and Doncaster Corporations without any interference from or by or on the part of either of the two last-mentioned corporations it being the intention of the parties hereto that all waters of the Little Don and the tributaries thereof to be impounded by the Sheffield Corporation under and in pursuance of the Sheffield Act of 1896 beyond that which they have hereby agreed to furnish to the Rotherham Corporation and the Doncaster Corporation as aforesaid shall belong to the Corporation of Sheffield and be dealt with by them as they think fit and neither of the corporations of Rotherham and Doncaster shall at any time hereafter seek for independent powers to construct waterworks in the Don watershed above Sheffield Provided always that in the event of the Sheffield Corporation desiring to supply water to any other authority or water company from the watershed of the Little Don or its tributaries on more favourable terms as to price than those contained in this agreement then the terms of this agreement as to price shall be reduced in a similar manner and be deemed to be amended accordingly.

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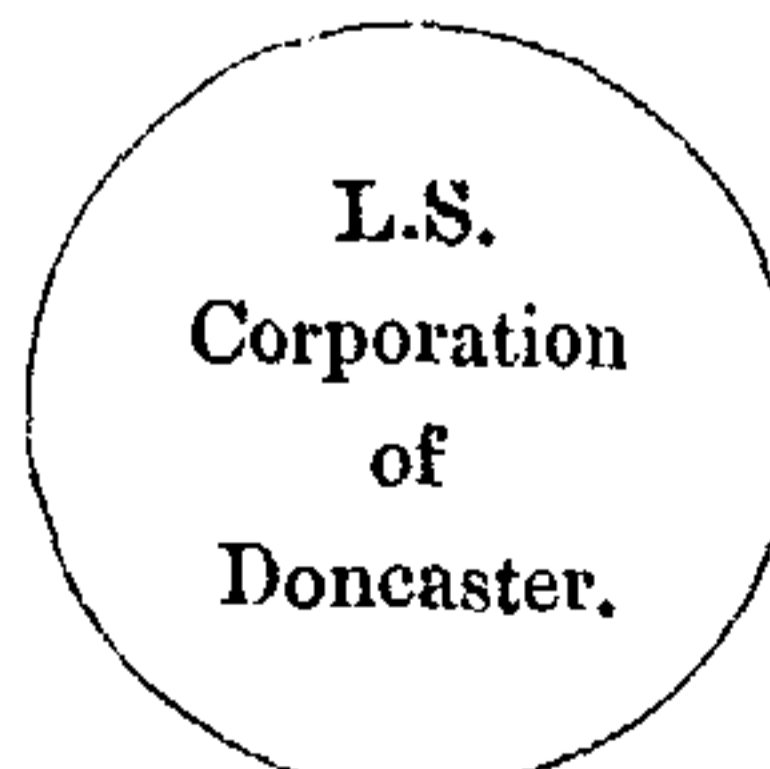
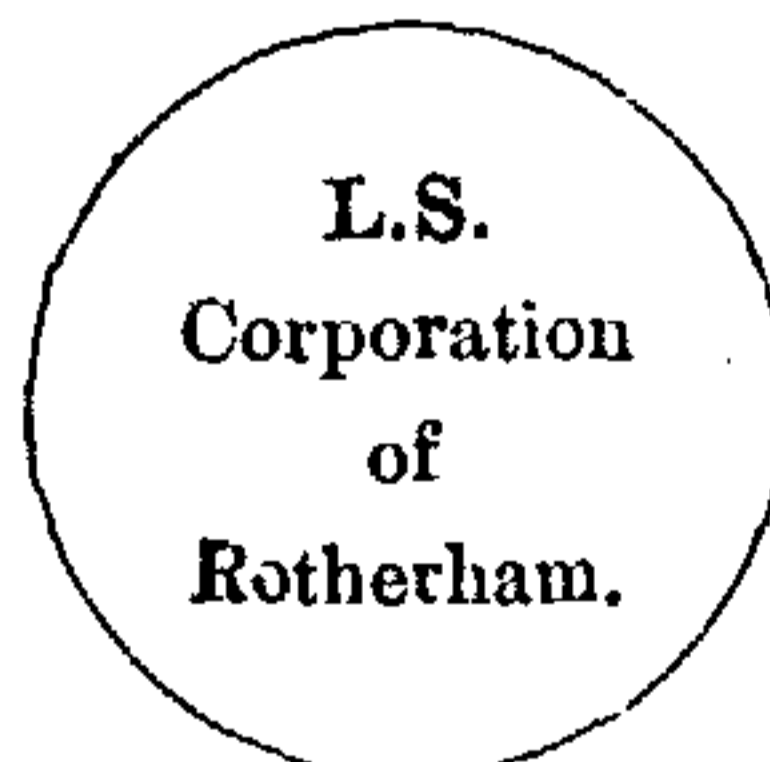
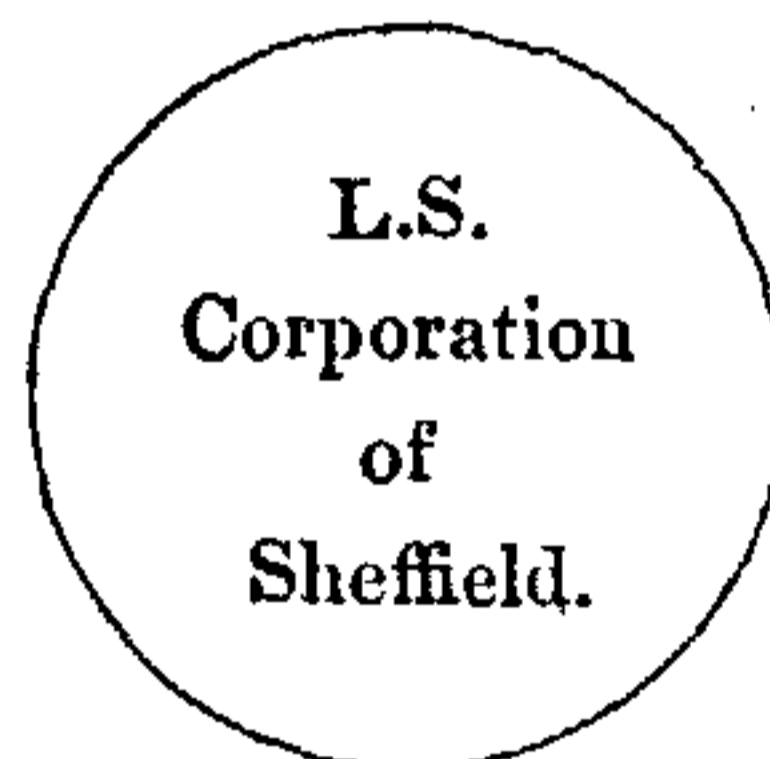
17. If at any time owing to convulsion of nature or any accident for which the Sheffield Corporation shall not be held answerable the Langsett Reservoir or the said trunk main to Rotherham shall incur injury or be destroyed in whole or in part all consequences of every such convulsion or accident shall be borne by the three corporations in such manner as may be agreed by them or failing agreement as may be prescribed by Parliament.

18. The Rotherham Corporation and the Doncaster Corporation shall be entitled to access at all reasonable times to the accounts of the Sheffield Corporation relating to the costs of the reservoir at Langsett and any proportion of trunk main which may be used for the delivery of water under clause 5 or for the permanent supply (other than from Langsett Reservoir) and to the verification of such accounts.

19. If at any time any difference shall arise between the corporations parties hereto or between any one and the other or either of them in regard to the construction (if any) of the articles herein contained or to any division act or thing to be made or done in pursuance hereof or to any other thing relating to these presents other than the matters mentioned in clause 16 such difference shall on the application of the said corporations parties hereto or any one of them be referred to an arbitrator to be appointed by the President for the time being of the Board of Trade whose decision shall be final and binding.

This agreement is made subject to any alterations which Parliament may see fit to make therein but if any material alteration be made therein to which either party objects it shall be competent for the objecting party to withdraw from this agreement and the same shall be no longer binding on either party.

In witness whereof the corporate common seals of the corporations parties hereto are hereunto affixed.



A.D. 1896.

SUPPLEMENTAL AGREEMENT BETWEEN THE CORPORATIONS OF
SHEFFIELD ROTHERHAM AND DONCASTER.

AN AGREEMENT made the twenty-first day of November one thousand eight hundred and ninety-five between THE MAYOR ALDERMEN AND CITIZENS OF THE CITY OF SHEFFIELD (herein-after called "the Sheffield Corporation") of the first part THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF ROTHERHAM in the county of York (herein-after called "the Rotherham Corporation") of the second part and THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF DONCASTER in the same county (herein-after called "the Doncaster Corporation") of the third part and SUPPLEMENTAL to an Agreement dated the twelfth day of June one thousand eight hundred and ninety-five made between the parties hereto.

WHEREAS in consequence of the dissolution of Parliament the consideration in the House of Commons of the Bill promoted by the Barnsley Corporation in the last session which had passed the House of Lords as amended by the House of Lords Committee and been sent down to the House of Commons, was suspended until the next ensuing session of Parliament :

And whereas so much of the Bill of the Dewsbury and Heckmondwike Waterworks Board as related to the proposal to construct works in the Little Don Valley was rejected by the House of Lords Committee and the remainder of the Bill passed with certain amendments :

And whereas it has become desirable to alter and vary the said agreement in certain respects :

Now therefore it is hereby agreed by and between the corporations (parties to these presents) as follows :—

1. Notwithstanding anything contained in the said agreement of the 12th June 1895 the Sheffield Corporation in the session of Parliament of 1896 shall whether the before-mentioned Bill of the Barnsley Corporation be passed into law or not promote a Bill seeking for power to construct reservoirs and do other works in the valley of the Little Don or Porter River and thereby to intercept and impound the waters of that river and its tributaries to lay such mains as are mentioned in the said agreement and do all other necessary works to enable them to carry out their engagement under such agreement and the Rotherham Corporation and the Doncaster Corporation will each of them render to the Sheffield Corporation its utmost aid for securing the passing into law of such Bill so to be promoted in the session of 1896 by the Sheffield Corporation (herein-after and in the said agreement referred to as "the Sheffield Bill of 1896").

2. The works to be constructed under the Sheffield Bill of 1896 shall be such works as may be necessary for intercepting and impounding the whole of the waters of the Little Don or Porter River and its tributaries or in the event of the Bill of the Barnsley Corporation becoming law for intercepting and impounding so much of the waters of that river and its tributaries as shall not have been included in the scheme of the Barnsley Corporation Bill and the cost of all such works shall be borne by the three corporations parties hereto pro ratâ according to the proportions of the available water supply from the works.

which each of the corporations shall from time to time be entitled to take and in the same way as if such works had been substituted in the agreement of 12th June 1895 for the Langsett reservoir alone. The costs of the three corporations of securing the passing into law by the Corporation of Sheffield of the Sheffield Bill of 1896 and of their opposition to the Barnsley Bill in the session of 1896 shall be capitalised and deemed to form part of the costs of construction of such works.

3. In the event of Parliament insisting upon the provision of works for the filtration of the waters of the Little Don or Porter River and its tributaries the cost of the requisite filtration works shall be deemed to be a part of the cost of the construction of the reservoirs and works of which the Rotherham Corporation and the Doncaster Corporation have agreed and are willing to bear their proportion.

4. The annual expenses of the maintenance of the works of filtration should such be required to be constructed and the annual expenses of treating the water by such works shall be borne by the three corporations parties hereto pro rata according to the proportions of the available water supply from the works which each of the corporations shall from time to time be entitled to take.

5. The term "maintenance" throughout the principal agreement and these presents shall include all payments rates outgoings and expenses in connexion with the works in question.

6. The Corporation of Sheffield shall in their Bill of 1896 seek powers to construct the following additional works and in the event of the same Bill becoming law shall construct the same (namely) a main forward from or near Boston Castle Reservoir in Rotherham to or near the filter beds at the Thrybergh Reservoir of the Doncaster Corporation such main to be of a capacity equal to the delivery of one million gallons of water in a continuous flow for twenty-four hours a meter house meters gauges or other measuring apparatus as may be agreed upon between the engineers of the two corporations as necessary to be erected at the termination of the said main on the land of the Doncaster Corporation at Thrybergh which said main and other works are herein-after called "the additional works."

7. Payment shall be made by the Doncaster Corporation to the Sheffield Corporation for the cost of the construction of the additional works annually for sixty years (or for such other period of the sinking fund as may be prescribed by the Sheffield Act of 1896) (First) The actual interest paid by the Sheffield Corporation from time to time upon the actual cost of the construction of the additional works (Second) The actual sinking fund payments which the Sheffield Corporation will be required to pay from time to time during the period to be prescribed by the Sheffield Act of 1896 for repayment of the capital raised by them in the Act for the works in question (Third) Interest at the rate of one quarter per cent. per annum upon the said capital expenditure. The aforesaid payments to the Sheffield Corporation shall be made by equal half-yearly instalments on the first day of March and the first day of September during the aforesaid period.

8. The point of delivery of the quantities of water to which the Doncaster Corporation in pursuance of the principal agreement shall from time to time be entitled shall be the meter house to be constructed at Thrybergh and the Doncaster Corporation shall permit the engineer or other official or servant of

A.D. 1896. the Sheffield Corporation duly appointed for that purpose to have access at all reasonable times to the said meter house for the purpose of inspection and testing of the measuring apparatus.

9. Upon the completion of the additional works the maintenance of the same shall either be undertaken by the Sheffield Corporation upon terms to be agreed upon between the two corporations or at the option of the Doncaster Corporation or failing agreement shall be maintained by the Doncaster Corporation Provided always that in the event of the additional works being maintained by the Doncaster Corporation such corporation shall be under an obligation to the Sheffield Corporation to make good and repair any damage or defects in the same within a reasonable time after any such damage or want of reparation shall have come to the notice of the Doncaster Corporation and that it shall be open to the Sheffield Corporation in case such damage or defects shall be likely to cause considerable damage or injury or loss of water to be entitled to cut off and discontinue at Rotherham the water supply into such additional works for Doncaster until such damage or defects shall have been made good Provided lastly and the said Doncaster Corporation hereby agree with the said Sheffield Corporation to indemnify and guarantee that corporation against all damages costs loss expenses and injury whether immediate or consequential which the Sheffield Corporation shall sustain suffer incur pay or be put unto by reason or in consequence of the failure or giving way of such additional works in respect of which section 68 of the Sheffield Act of 1853 may apply.

10. Save as altered by these presents the agreement between the corporations parties hereto dated the 12th day of June 1895 is hereby confirmed and shall be carried into effect in all respects whether the Bill of the Barnsley Corporation does or does not become law.

In witness whereof the corporations parties hereto have respectively affixed their corporate common seals the day and year first herein-before written.

L.S.
Corporation
of
Sheffield.

L.S.
Corporation
of
Rotherham.

L.S.
Corporation
of
Doncaster.

THE SECOND SCHEDULE.

A.D. 1896.

AGREEMENT BETWEEN THE CORPORATION OF SHEFFIELD AND THE
CORPORATION OF BARNSLEY.

AN AGREEMENT made the fifth day of May 1896 between THE MAYOR ALDERMEN AND CITIZENS OF THE CITY OF SHEFFIELD in the County of York (herein-after called "the Sheffield Corporation") of the one part and THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF BARNSLEY in the same county (herein-after called "the Barnsley Corporation") of the other part.

WHEREAS the Bill for the Act to which this agreement is scheduled was opposed by the Barnsley Corporation and negotiations between the two corporations resulted in the withdrawal of such opposition on the terms and conditions herein-after contained :

It is hereby agreed by and between the two corporations parties to these presents as follows :—

1. The Sheffield Corporation shall before using any of the waters of the Little Don for their own purposes provide and send down all the compensation water for the time being required by the Barnsley Corporation Water Bill now pending in Parliament (herein-after referred to as "the Barnsley Act") to be sent down into the Hagg Brook and by the Sheffield Corporation Water Bill now pending in Parliament (herein-after referred to as "the Sheffield Act") to be sent down into the Little Don and also the additional water which they are by the agreement between the Barnsley Corporation and Samuel Fox and Company Limited set out in the Second Schedule to the Barnsley Act required to discharge into the Hagg Brook (herein-after called "additional water") and the Barnsley Corporation shall within three months after the Sheffield Corporation have completed their Langsett Reservoir in a condition to store water pay to the Sheffield Corporation the sum of nineteen thousand one hundred and forty-eight pounds as representing the saving to the Barnsley Corporation by reason of the Sheffield Corporation relieving them of their obligation under the Barnsley Act to send down compensation water and to meet the increased cost to the Sheffield Corporation of the enlargement of the Langsett Reservoir necessary to provide for such increased compensation out of such reservoir such sum of nineteen thousand one hundred and forty-eight pounds being apportioned as follows namely—ten thousand and thirty-five pounds in respect of the cost of the enlargement of the said reservoir and nine thousand one hundred and thirteen pounds the capitalized cost of the maintenance due to such enlargement :

Provided that if the Midhope Reservoir authorised by the Barnsley Act be completed and brought into use for the purposes of supply before the completion and bringing into use of the Langsett Reservoir for the purposes of supply then the Barnsley Corporation will until the last-mentioned reservoir is completed and so brought into use send down out of the said Midhope Reservoir such quantity of compensation water and additional water as they may be required to send.

A.D. 1896. down in order to comply with the requirements of the Barnsley Act and the said agreement and the Sheffield Corporation shall pay to the Barnsley Corporation in respect of the compensation water and additional water so sent down the sum of four pounds per working day in the first year of such supply such payment to be increased annually by the sum of one pound in each succeeding year in respect of each working day on which such water shall be so sent down All such payments to be made half-yearly on the 1st day of March and the 1st day of September in each year.

2. The Sheffield Corporation shall within five years from the passing of the Sheffield Act commence and shall within twelve years from the same date complete the Langsett Reservoir and commence to discharge therefrom all the compensation water and additional water which they are for the time being required to send down into the Little Don And if they shall fail to complete the said Langsett Reservoir within such period of twelve years they shall indemnify and hold harmless the Barnsley Corporation from all claims demands penalties damages losses costs liabilities and obligations upon or against them or which they may incur or become liable to by reason or in consequence of such failure.

3. The Barnsley Corporation will further pay the sum of one thousand five hundred and eighty-nine pounds being their proportion of the sum of seven thousand seven hundred and forty-eight pounds payable by the Sheffield Corporation to Samuel Fox and Company Limited under the agreement between the Sheffield Corporation and Samuel Fox and Company Limited in that behalf in respect of loss of water power and will also pay to the Sheffield Corporation on the completion and bringing into use of the Langsett Reservoir the sum of two thousand two hundred and thirty-one pounds in respect of the capital outlay to be incurred by them in constructing the works necessary for pumping the additional water and on the commencement of pumping the further sum of four thousand four hundred and fifty-eight pounds in respect of the capitalized value of the working expenses including rates and the maintenance and renewal of such works.

4. The Sheffield Corporation will construct the Knoll Brook works authorised by the Sheffield Act in accordance with plans approved by and to the satisfaction of Charles Hawksley or other the engineer for the time being of the Barnsley Corporation and will on their completion transfer the said works together with the necessary lands and easements to and for the use of the Barnsley Corporation at cost price and also their powers to take collect divert and use the waters of the Knoll Brook and its tributaries and any other brooks becks or streams of water or springs which will or may be intercepted by the said works The Sheffield Corporation will also on the completion of the said works transfer to the Barnsley Corporation all then existing pipes tanks and other works with the right of access thereto for the inspection and maintenance thereof whereby any of the waters which but for such works would flow into the Knoll Brook are or might be diverted therefrom and the Barnsley Corporation will thenceforward undertake the obligation of maintaining the works for and affording the supply of water to the Barnside Cote and Barnside Farm Buildings and the agricultural supplies at present afforded by the Stocksbridge Urban District Council within the drainage area of the Knoll Brook so far as the waters

thereof can be intercepted by the said Knoll Brook works and also the compensation water to the field east of and adjoining Windhill Wood. The two corporations will at their joint and equal expense make an application to Parliament for the necessary powers for the purposes of this clause unless such powers shall be previously obtained by any Bill promoted by either corporation.

5. If it shall appear to the engineers of the Barnsley Corporation and the Sheffield Corporation or either of them necessary or expedient in consequence of the modifications made in the Barnsley Act or in the Sheffield Act in pursuance of this agreement that any lands acquired or which may be acquired by the Barnsley Corporation under or for the purposes of the Barnsley Act be conveyed to the Sheffield Corporation or that any lands acquired or which may be acquired by the Sheffield Corporation under or for the purposes of the Sheffield Act be conveyed to the Barnsley Corporation all questions as to acquisition and conveyance of such land and the consideration for conveyance and other matters connected therewith (including agreements with land-owners) shall be settled by agreement between the engineers of the respective corporations or in default of agreement by arbitration.

6. If any difference occurs between the parties hereto as to the construction of this agreement or as to any matter or thing arising under its provisions such difference shall be referred to arbitration under the Arbitration Act 1889.

7. The Barnsley Corporation will not oppose but will support the passage of the Sheffield Act and similarly the Sheffield Corporation will not oppose but will support the passage of the Barnsley Act.

8. This agreement is subject to such alterations (if any) as Parliament may think fit to make therein and if the Sheffield Act shall not be passed in the present session shall become null and void.

HERBERT BRAMLEY

Town Clerk of Sheffield

(for the Sheffield Corporation).

HENRY HORSFIELD

Town Clerk of Barnsley

(for the Barnsley Corporation).

THE THIRD SCHEDULE.

AN AGREEMENT made this eighteenth day of April one thousand eight hundred and ninety-six between the URBAN DISTRICT COUNCIL of STOCKSBRIDGE (herein-after called "the Council") of the one part and THE MAYOR ALDERMEN AND CITIZENS OF SHEFFIELD (herein-after referred to as "the Corporation") of the other part.

WHEREAS the Corporation have introduced into Parliament a Bill intituled "A Bill to empower the corporation of Sheffield to construct works for impounding the waters of the River Porter or Little Don and its tributaries and to supply water to the corporations of Barnsley Rotherham and Doncaster

A.D. 1896. " and to acquire the water undertaking of the Stocksbridge Urban District Council and for other purposes" which Bill is herein-after called "the Sheffield Corporation Water Bill 1896" And whereas by clause 43 of the said Bill it is provided that it shall be lawful for the Sheffield Corporation to purchase the water undertaking of the council and for the council to sell their water undertaking to the Corporation and such purchase and sale may be for such consideration and on and subject to such terms and conditions as shall be agreed between the Corporation and the council And whereas the water undertaking of the council consists of the various lands works and rights contained in the First Schedule hereunder written together with the necessary mains and pipes for conducting the water into and through the district of the council for the use of the inhabitants thereof And whereas the council have entered into engagements for the supply of compensation water to troughs and otherwise which are set out in the Second Schedule hereunder written And whereas the whole of the land and works of the council together with such pipes as aforesaid and the troughs and pipes for compensation purposes as aforesaid are delineated in the plan annexed hereto and thereon coloured blue pink green red brown and purple And whereas the council have presented a petition against the Bill of the Corporation objecting to the provisions thereof so far as they affect the council And whereas negotiations have been entered into between the Corporation and the council for the sale and purchase of the water undertaking of the council and an agreement has been come to between them with regard thereto And whereas the existing district of supply of the council extends in part beyond the authorised limits of supply of the Corporation :

Now it is hereby agreed and declared between the parties hereto as follows :—

1. The council shall sell and the Corporation shall purchase the water undertaking of the council the whole or the main part whereof is described in the First Schedule hereunder written subject to the liabilities referred to in the Second Schedule hereunder written and also subject to all existing agreements for supply of water for trade or other purposes but no claim shall be made by the Corporation for any error or misdescription it being understood between the parties hereto that the council shall sell and the Corporation shall purchase the entire water undertaking of the council with all its rights and liabilities as existing at the date of such purchase whether such rights and liabilities are set out in the schedule hereunder written or not.

2. The price to be paid by the Corporation to the council shall be the sum of £10,000.

3. The sale is subject to the general conditions of the Sheffield District Incorporated Law Society so far as the same conditions are applicable to a sale by private contract.

4. The purchase shall be completed on the twenty-ninth day of September one thousand eight hundred and ninety-six.

5. All water rents which shall have accrued due on or before the date of the completion of the purchase and which shall not at such date have been received by the council shall either be collected by the council after the completion of the purchase at the option of the council to be signified in writing or by the

Corporation on behalf of the council. But should the Corporation be put to any expense in fees or in taking legal proceedings for recovery of such water rents the same shall be reimbursed to them by the council. A D. 1896.

6. The title of the council so far as the same does not rest upon statute or common law shall commence with the grants of and agreements relating to the various properties and easements mentioned in the First Schedule hereunder written and the Corporation shall not be entitled to make any requisition in respect to the title of the parties through whom the council claims nor shall the council be under any obligation to identify the various property and easements with the descriptions contained in the said grants and agreements.

7. From and after the completion of the purchase the Corporation shall become the authority for the supply of water within the district of the council.

8. From and after the completion of the purchase the Corporation shall supply to the council all water which the council may require for watering the streets flushing the sewers or any other public or sanitary purpose within the district of the council at the price of sixpence per one thousand gallons and the council shall provide any necessary meters or other apparatus for measuring any of the supplies of water taken by the council for the purposes aforesaid at the expense of the council and the Corporation shall afford to the council a free supply of water for the extinction of fires as provided by the Waterworks Clauses Act 1847.

9. The Corporation shall from and after the completion of the purchase give a supply of water to the inhabitants of the whole of the district of the council so far as the council are under an obligation to do so and shall undertake all the liabilities of the council in connexion with their water undertaking other than the discharge of the loan secured thereon which the council shall discharge.

10. From and after the completion of the purchase the charges to be made by the Corporation to the persons requiring a supply of water within the district of the council shall not at any time exceed the charges which the Corporation are authorised by law to make to consumers within the city of Sheffield.

11. The Corporation agree to insert in the Sheffield Corporation Water Bill 1896 the necessary clauses for carrying out the stipulations of this agreement and shall also insert such clause as may be required by the council to transfer the existing loan on the water undertaking of the council to the sewerage works undertaking of the council or in such other manner as the council may direct such clauses in case of difference to be settled by Mr. Claude Baggallay barrister-at-law or him failing by some counsel to be fixed on or appointed by the President of the Society of Parliamentary Agents.

12. This agreement is made subject to such alterations as Parliament may think fit to make therein and is conditional upon the passage of the Sheffield Corporation Water Bill 1896 whether in its present or any other altered or reduced form and in case the said Bill shall not pass into law this agreement shall become null and void. Provided that if either Committee of Parliament to whom the Bill is referred makes any material alterations herein it shall be competent to either party to withdraw the said agreement.

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13. The Corporation shall pay to the council the sum of three hundred and seventy-five pounds for the costs of the council's solicitor Parliamentary agents and engineer in connexion with the subject of this agreement and consequent thereon but in case the Sheffield Corporation Water Bill 1896 shall not pass into law as aforesaid then the costs to be paid by the Corporation shall be the sum of two hundred pounds.

In witness whereof the council and the Corporation have caused their common seals to be hereunto affixed.

FIRST SCHEDULE.

Land reservoirs and works forming the water undertaking of the Stocksbridge Urban District Council.

Service reservoir at Machin Wood with all the necessary inlet and outlet pipes valves and works and an area of one thousand and five hundred square yards of land as shown and coloured blue on the plan annexed hereto.

Two acres and two roods of land coloured pink on the plan and adjoining the Machin Wood Reservoir lastly described upon which has been constructed drains and works for the purposes of collecting the water from underground springs and conveying it into the said reservoir.

One acre two roods and twenty-four perches of land at Windhill Wood coloured green on the said plan together with two tanks and other works thereon.

A right of road coloured brown on the said plan giving access to the land lastly described over the occupation road from Midhopestones Lane along the lane leading to Windhill Farm and thence to the land lastly described.

Thirty-five perches of land at Barnside Cote coloured red on the said plan with tank and other works thereon for collecting the water of Buckley Spring and a service tank for giving a compensation supply of water to the house and farm at Barnside Cote with a right of road to the land from Bents Lane otherwise Windhill Lane.

One acre three roods and seventeen perches of land on Whitwell Moor including the road from Long Lane to the said land together with a tank thereon for collecting the water of the Whitwell Spring and serving Bolsterstone and other neighbouring high level districts with water together with further tanks pipes and works for giving compensation supplies of water to New Hall and Greave House Farms respectively.

One acre of land at Hunger Hill coloured purple in the plan with a right of road thereto from Hunger Hill Lane together with tanks troughs and other works constructed thereon.

An easement for nine hundred years through land at Windhill Wood for a line of four-inch and six-inch pipes with tanks and troughs constituting a conduit or catch-water drain for the purposes of collecting certain springs and streams of water and conveying the water therefrom into tanks at Windhill Wood which conduit and pipes are shown on the said plan by the dotted blue lines :

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The above easement is subject to a payment of one shilling per annum.

A lease for twenty-one years from the first of January one thousand eight hundred and eighty-one of the "Machin Spout" together with ninety-six yards of land now enclosed around the same and coloured red on plan together with the right (subject to certain reservations in the said lease) to collect divert and impound the water of the Machin Spout into the Machin Reservoir:

The rent reserved under this lease is three pounds per annum.

All the mains and pipes shown by red lines on the said plan for furnishing the district of the council with a supply of water together with the sluices wash-outs valves fire-plugs &c. attached thereto and all easements (whether by deed or otherwise) by way of wayleave for the said pipes where the same are laid across private property.

SECOND SCHEDULE.

A compensation supply of water in respect of the waters of the Machin Reservoir giving a supply of water from the said Machin Reservoir to fields north of Machin Wood.

A compensation supply of water from "Machin Spout" to the property of Mrs. Hope and the public.

A compensation supply of water in respect of Buckley Spring to the farm-houses at Barnside and Barnside Cote.

A compensation supply of water to field east of Windhill Wood from the 7-inch main leading from Windhill Wood to Stocksbridge.

A compensation supply of water in respect of water taken from the spring at Hunger Hill to troughs on land of Rimmington Wilson near Hunger Hill.

A compensation supply in respect of the waters of the Whitwell Springs to troughs and to the farmhouses at New Hall and Greave House respectively.

Also a supply of water to troughs in Long Lane in lieu of the public watering places.

The common seal of the Stocksbridge Urban District Council was affixed hereto at a special meeting of the said council held this 20th day of April 1896.

P. J. HUDSON
Chairman of the Council.

JOE MARSDEN
Clerk to the Council.

L.S.

The corporate common seal of the mayor aldermen and citizens of the city of Sheffield was hereunto affixed in the presence of

HERBERT BRAMLEY
Town Clerk

18th April 1896.

Sheffield.

L.S.

A.D. 1896.

THE FOURTH SCHEDULE.

HEADS OF AGREEMENT between THE SHEFFIELD CORPORATION and SAMUEL FOX AND COMPANY LIMITED made the twenty-second day of February one thousand eight hundred and ninety-six.

WHEREAS the Corporation being promoters of a Bill in the present session of Parliament to take powers for the impounding of the waters of the Little Don River by the construction of three reservoirs to be called the Langsett Hagg Brook and Underbank Reservoirs and Samuel Fox and Company Limited (in this agreement called "the company") being owners of large steel works situate on both sides of the said river and being the largest and first consumers of the water of such river it has been agreed as follows:—

Compensation Water.

1. That if the Corporation shall obtain an Act to construct all or any of the said reservoirs they shall on the completion of such reservoir or reservoirs as they may be authorised to construct and before impounding taking or using any water for any of the purposes of their Act discharge into the said river for the use of the company in a regular and continuous flow during the twelve hours constituting the working day (*i.e.* from 6 a.m. to 6 p.m.) a total quantity of five million gallons of water for each such working day and in a regular and continuous flow during the twelve hours constituting the night (*i.e.* from 6 p.m. to 6 a.m.) a total quantity of one and a quarter million gallons of water for each night. Until every reservoir which the Corporation may be authorised to construct shall be completed they shall not interfere with or deprive the company of the full flow of the river as now enjoyed by the company except that if and when the Corporation shall have completed the said Langsett Reservoir they may make use of the same for any of the purposes of the Act provided that before doing so they cause to be discharged over the gauge or weir to be constructed by them in connexion with that reservoir in a regular and continuous flow during each such working day as aforesaid such quantity of water as shall bear the same proportion to the said five million gallons as the compensation water which under their Act they may be bound to discharge from the said Langsett Reservoir bears to the full compensation supply to be given by them under their Act and except that if and when the Corporation shall have completed the said Hagg Brook Reservoir they may make use of the same for any of the purposes of the Act provided that before doing so they cause to be discharged over the gauge or weir to be constructed by them in connexion with that reservoir in a regular and continuous flow during each such working day as aforesaid such quantity of water as shall bear the same proportion to the said five million gallons as the compensation water which under their Act they may be bound to discharge from the said Hagg Brook Reservoir bears to the full compensation supply to be given by them under their said Act and except that if and when the said Underbank Reservoir shall be completed (whether or not any other reservoir or reservoirs which the Corporation may be authorised to construct shall have been completed) the

Corporation may make use of the said Underbank Reservoir for any of the purposes of their Act provided that before doing so they cause to be discharged into the said river for the use of the company in manner herein-before mentioned the full quantities herein-before stipulated for of five million gallons for each working day and one and a quarter millions for each night. A.D. 1896.

Compensation for Loss of Water Power.

2. The Corporation shall before commencing to impound any of the water of the Little Don River or its tributaries or within five years from the passing of the Act whichever event shall first happen pay to the company the sum of seven thousand seven hundred and forty-eight pounds as compensation for loss of water power loss of use of turbine cost of providing steam or other power in substitution thereof cost of altering and adapting the machinery and appliances to such substituted power and any other incidental loss of a similar character that may be occasioned to them consequent upon such alteration and including the erection of any buildings that may be necessary.

3. The Corporation shall within five years after they have obtained their Act at their own cost construct and thereafter maintain to the satisfaction of the company or their engineer within two hundred yards of the foot of the embankment of the proposed Underbank Reservoir a gauge or weir for the purpose of measuring the quantity of water hereby agreed to be given and arrangements shall be made enabling the company to have access to such gauge or weir at all times for the purpose of checking the measurements.

4. The Corporation may at their own cost construct upon the property of the company such works as may be necessary for collecting any part of such compensation water that they may require to pump back to the Underbank Reservoir and they may erect thereon any steam engines pumps mains and pipes that may be required in order to enable them to do this The position of such works erections mains and pipes to be to the approval of the company or their engineer.

5. The Corporation shall at their own cost construct a conduit or line of pipes from near the Ochre Dyke above Midhope Stones and as shown on the plans deposited by the Corporation for the purpose of collecting the several streams of Ochre waters or streams polluted by Ochre water and for diverting and discharging them into the river below the weir of the company at Stocksbridge works so as effectually to prevent such Ochre waters getting into or polluting the river above such weir.

6. The Corporation are from time to time and for ever hereafter to pay and make good to the company and their lessees tenants clerks agents servants workmen and other persons employed by the company all costs charges sums of money damages and expenses whatsoever and for all injury of what nature or kind soever as well immediate as consequential which the company or such persons as aforesaid may suffer incur pay expend or be put unto by reason or in consequence of the failure or giving way of the reservoirs embankments watercourses mains pipes or other works of the Corporation.

7. The company shall be at liberty to petition against the Bill of the Corporation in such form as they may be advised so as to secure the alterations therein necessary to effectuate this agreement and so as not to prejudice the

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case of the company in opposition to the Barnsley Corporation (Water) Bill the company paying their own costs of such petition up to and including the presentation thereof Subject thereto the company undertake to support at the request of the Corporation their Bill in Parliament.

8. The Corporation to pay all the costs of the company preliminary to and of and incidental to this agreement and the carrying out of its provisions except the costs referred to in clause 7 of this agreement but including any costs of the company in appearing before Parliament in support of the Bill of the Corporation.

9. The company agree to convey at the cost of the Corporation and at a price to be hereafter agreed upon or failing agreement to be determined by reference to arbitration as herein-after provided sufficient land part of plots numbered 307 and 309 in the parish of Penistone and 457 in the parish of Ecclesfield on the said deposited plans upon which to enable the Corporation to construct the reservoir and works enumerated in clause 4 of this agreement and also if required sufficient land of the company in a position approved by the company upon which to construct a gauge or weir for gauging the water to be given to millowners.

10. The company to grant at a price to be agreed upon or failing agreement to be fixed by arbitration as aforesaid an easement for any line of pipes that may be required for the main from the said pumping station to the Underbank Reservoir and will also upon the like terms if required by the Corporation grant an easement for a branch main from their proposed pumping main to the company's reservoir so as in times of necessity to avoid pumping back the whole quantity of surplus water to the Underbank Reservoir the position of such main and branch main so far as the same may be upon the company's property to be subject to their approval.

11. The company to grant at a price to be agreed upon or failing agreement to be fixed by arbitration as aforesaid an easement over their property for the conduit or line of pipes to be constructed by the Corporation under clause five of this agreement.

12. The Corporation in the construction of any of their pipe lines authorised by the Act shall not unnecessarily interfere with or disturb the company's gas mains and pipes laid in the public roads and if any alterations in such mains shall be necessary the Corporation shall execute such work to the satisfaction of the engineer for the time being of the company And the Corporation shall keep the company indemnified against all loss costs and damages and expenses as well immediate as consequential which the company may at any time incur or sustain by reason of the Corporation carrying out the construction of such pipe line or other works in any way connected therewith.

13. If any dispute or difference shall at any time hereafter arise as to the price of the land or easements hereby agreed to be sold or granted or any other matter relating to the carrying out of this agreement the same shall be referred to the arbitration of Mr. F. Fowler or failing him to some other person to be agreed upon or failing agreement to a person to be nominated by the President for the time being of the Surveyors Institution.

14. A formal agreement embodying the terms necessary to carry out the foregoing heads shall be prepared at the expense of the Corporation and in

case of any dispute or question as to the form of the same or as to the construction of these heads such dispute or question shall be settled by Mr. John Dixon barrister of Lincoln's Inn London or failing him by some person to be appointed by the town clerk of the city of Sheffield and the solicitors to the company or failing such appointment by the President for the time being of the Incorporated Law Society and the agreement shall be scheduled to the Act of the Corporation or at the option of the company clauses shall be inserted in the Act so as to effectually carry out the terms hereby agreed upon.

For the Corporation of Sheffield
SHERWOOD & CO.

For Samuel Fox & Co. Limited
REES & FRERE.

SUPPLEMENTAL AGREEMENT BETWEEN THE CORPORATION AND SAMUEL FOX
AND COMPANY LIMITED.

AN AGREEMENT made the twenty-third day of June one thousand eight hundred and ninety-six between THE CORPORATION OF SHEFFIELD (herein-after called "the Corporation") and SAMUEL FOX AND COMPANY LIMITED (herein-after called "the company").

WHEREAS since the above written heads of agreement were entered into between the Corporation and the company it has been arranged between the Corporation and the Barnsley Corporation that if the Barnsley Corporation (Water) Bill now pending in Parliament and herein-after referred to as "the intended Barnsley Act" passes into law the Corporation shall not construct the above-mentioned Hagg Brook Reservoir but that the Barnsley Corporation shall construct upon the Hagg Brook the Midhope Reservoir proposed to be authorised by the intended Barnsley Act and that if the above-mentioned Bill of the Corporation (herein-after referred to as "the intended Sheffield Act") passes into law the Barnsley Corporation shall not construct the conduits or Catchwaters No. 1 and No. 2 referred to in the intended Barnsley Act nor take collect or use any of the waters of the Thickwoods Brook so that the drainage area of the Thickwoods Brook will form part of the area (herein-after referred to as "the Langsett drainage area") draining to the above-mentioned Langsett Reservoir but the Corporation shall construct and transfer to the Barnsley Corporation the Knoll Brook works proposed to be authorised by the intended Sheffield Act and the Corporation shall provide all the compensation water which the Barnsley Corporation would otherwise be obliged to discharge out of the said Midhope Reservoir under the provisions of the intended Barnsley Act as well as the additional water which under the agreement between the Barnsley Corporation and the Company set out in the Second Schedule to the intended Barnsley Act the Barnsley Corporation have undertaken to discharge out of the said Midhope Reservoir for the special use and benefit of the company :

A.D. 1896.

And whereas in order to give effect to the above-written heads of agreement according to their intent and operation at the time when the same were entered into and also to give effect to the said agreement between the company and the Barnsley Corporation and for the purpose of more particularly defining the quantities of water to be discharged by the Corporation out of the said Langsett Reservoir for the use and benefit of the company it has been arranged that these presents shall be entered into :

Now it is hereby agreed and declared between and by the parties hereto as follows (that is to say) :—

1. The quantities of water which the Corporation (before they make use of the said Langsett Reservoir for any of the purposes of the intended Sheffield Act) shall be bound to discharge out of the said Langsett Reservoir for the use of the company in a regular and continuous flow during the twelve hours of each working day shall be as follows (that is to say) :—

(A) In respect of the Langsett drainage area from and after the completion of the said Langsett Reservoir three million two hundred and eighty-one thousand gallons :

(B) In respect of the Hagg Brook drainage area from and after the time when the Corporation become liable under the provisions of the intended Barnsley Act to discharge out of the said Langsett Reservoir the quantity of compensation water and additional water which would otherwise have to be discharged out of the said Midhope Reservoir a further quantity of five hundred and ninety-six thousand gallons :

(C) In respect of the Knoll Brook drainage area from and after the completion of the said Knoll Brook works a further quantity (in addition to those herein-before mentioned) of one hundred and thirty-one thousand five hundred gallons.

2. The said quantities of five hundred and ninety-six thousand gallons and one hundred and thirty-one thousand five hundred gallons are to be in satisfaction for and not in addition to the quantities of water to which the company would be entitled under the provisions of the intended Barnsley Act and the agreement set out in the Second Schedule to that Act.

3. The expression "working day" shall for the purposes of the above-written heads of agreement and these presents include every day other than Sunday Christmas Day and Good Friday and in the absence of notice to the contrary the water for the time being constituting the company's day supply shall be sent down in a regular and continuous flow during the twelve consecutive hours commencing at six o'clock in the morning :

Provided nevertheless that the company may at any time after seven clear days' notice in writing addressed to the town clerk of the city of Sheffield alter the commencement of the period of twelve hours during which such day supply shall be discharged for their use and benefit :

Provided also that the company's night supply shall be discharged during the twelve hours preceding the commencement of the period of discharge of the company's day supply.

4. As soon as and from and after the time when the full quantities stipulated by the above-written heads of agreement of five million gallons for each working day and one and a quarter million gallons for each night shall be afforded

through or over the gauge or weir to be constructed by the Corporation under the provisions of the above-written heads of agreement within two hundred yards of the foot of the embankment of the above-mentioned Underbank Reservoir the liability of the Corporation to discharge any quantity of water out of the said Langsett Reservoir for the use and benefit of the Company under any provision of the intended Barnsley Act or any agreement scheduled thereto or of the above-written heads of agreement or these presents shall cease and determine.

A.D. 1896.
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5. The provisions of paragraphs 8 13 and 14 of the above-written heads of agreement are to be applicable to this agreement as if the same were herein repeated and so far as may be this agreement is to be taken and read as part of such heads.

For the Corporation of Sheffield
SHERWOOD & CO.

For Samuel Fox & Co. Limited
REES & FRERE.

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