



ANNO DECIMO & UNDECIMO

# VICTORIÆ REGINÆ.

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## Cap. cclxii.

An Act for better supplying with Water the Inhabitants of the Town and Neighbourhood of *Leeds* in the County of *York*. [22d July 1847.]

**W**HEREAS an Act was passed in the First Year of the Reign of Her present Majesty Queen *Victoria*, intituled *An Act for the better supplying with Water the Town and Neighbourhood of Leeds in the West Riding of the County of York*: And whereas the *Leeds Waterworks Company*, incorporated by the said Act, are now supplying the Inhabitants of the said Town and Neighbourhood with Water, and for that Purpose have constructed and provided Reservoirs, Conduits, and other Works: And whereas the Population and Trade of the Town and Neighbourhood of *Leeds* have of late Years greatly increased and are still increasing, and it would be of great public Advantage if an additional Supply of Water were obtained and provided for the Health, Comfort, and Convenience of the said Population, and for various useful and important Purposes of Trade and Manufacture: And whereas it would be for the public Benefit that the said Company should be empowered to extend and enlarge their existing Works, and to construct other and additional Works, Reservoirs, and Aqueducts: And whereas the Objects aforesaid may be more conveniently effected if the said recited Act were

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1 Vict. c. 83.

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repealed,

Recited Act  
repealed.

repealed, and further Powers and Provisions made and granted instead thereof; but the several Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act the said recited Act passed in the First Year of the Reign of Her present Majesty Queen *Victoria* shall be and the same is hereby repealed, except so far as such Act repeals the Act thereby repealed: Provided always, that all Offences which shall have been committed, and all Penalties and Forfeitures which shall have been incurred, previously to the Commencement of this Act, shall and may be punishable and recoverable respectively under the said recited Act as if the same had not been repealed, and that all Acts, Matters, and Things made, done, or executed under or by virtue of and in accordance with the Provisions of the said recited Act, prior to the Commencement of this Act shall be good, valid, and effectual to all Intents and Purposes.

Re-estab-  
lishment of  
"The Leeds  
Waterworks  
Company."

II. And be it enacted, That from and immediately after the passing of this Act the several Persons and Bodies Corporate who at the Time of the passing of this Act are Proprietors of Shares in the Joint Stock or Fund of "The *Leeds* Waterworks Company," under the said recited Act, or who may become Proprietors of any Share or Shares therein under the Provisions of this Act, and the several Persons and Bodies who have already subscribed or who shall hereafter subscribe thereto, and their Executors, Administrators, Successors, and Assigns respectively, shall be and they are hereby united into a Company for better supplying with Water the Town and Neighbourhood of *Leeds* and the Limits of this Act, and for such Purposes shall be One Body Corporate by the Name of "The *Leeds* Waterworks Company," and by that Name shall have perpetual Succession and shall have a Common Seal, and shall have Power to purchase and hold and sell Lands for the Purposes of this Act, and to execute this Act, subject to the Provisions and Restrictions in this and the said incorporated Acts contained.

Works  
vested in the  
Company.

III. And be it enacted, That from and immediately after the passing of this Act all Streams of Water, Reservoirs, Aqueducts, Conduits, Pipes, Engines, Gauges, Tunnels, Arches, Bridges, Roads, and other Works, and all Lands, Tenements, Hereditaments, Buildings, Easements, prescriptive and other Rights, Powers, and Privileges whatsoever of or to which the Company hereby dissolved, or any Person in trust for them, were or are seised, possessed, or entitled at Law or in Equity immediately before the passing of this Act, and all Rates and Monies due or accruing to, and all Securities, Books, Accounts, Documents, Choses of Action, Effects, and Property vested in the said Company hereby dissolved, and all their Privileges, Rights, Titles, Estates, and Interests, shall be and the same are hereby well and effectually vested in and shall belong to "The *Leeds* Waterworks Company" hereby incorporated, for their absolute Use and Benefit, to hold to them and their Successors for the Purposes

of this Act, and for such and the same Estates, Terms, and other Interests as the Company under the said recited Act hereby dissolved or any Persons in trust for them immediately before the passing of this Act had or would have continued to have had therein if the said recited Act had not been repealed, subject nevertheless to such Charges, Interests, and Liabilities as at the Time of the passing of this Act the same Premises were and are respectively subject to.

IV. And be it enacted, That all Conveyances, Assurances, Leases, Demises, Grants, Mortgages, Bonds, Covenants, Agreements, Contracts, Awards, Securities, and other Instruments, made, executed, or entered into by or between any Person or Persons and the Company hereby dissolved, or to, with, in favour of, or by or for any such Person or Persons and the Company hereby dissolved respectively, shall and the same are hereby declared to be, remain, and continue in full Force and Effect, and the Company hereby incorporated and all such Person and Persons shall respectively be bound by and liable to execute and perform the same; and no Action, Suit, Prosecution, Information, or other Proceeding commenced or pending by, with, or against the Company hereby dissolved shall become invalidated, made void, discharged, abated, discontinued, prejudiced, or affected by the Repeal of the said recited Act, but the same and each of them shall continue and remain in full Force and Effect; and the Company hereby incorporated shall be liable to all Debts and Engagements to which the Company hereby dissolved was or is liable at the Time of the Repeal thereof: Provided always, that the Repeal of the said recited Act shall not affect any Rights or Remedies which could at the Time of the passing of this Act be exercised by any Mortgagee or Creditor against the Company hereby dissolved.

Agreements,  
Deeds, &c.  
to remain in  
force, and  
Company  
liable to  
Debts, &c.

V. And be it enacted, That all Rates, Rents, or Charges made or imposed under or by virtue of the said recited Act, and which at the Time of the passing of this Act shall be due and payable, or if this Act had not passed would have accrued due and payable, shall continue in force and be due and payable to the Company hereby incorporated, and may be collected and recovered by such Means and under such Restrictions and Regulations as any Rates, Rents, or Charges may be collected or recovered under or in pursuance of this Act.

Rates or  
Rents now  
payable to  
continue in  
force.

VI. And be it enacted, That all Certificates, Sales, Transfers, and Dispositions before the passing of this Act made or executed of or in respect of any Share or Shares in the Joint Stock of the said Company, under or in pursuance of the said recited Act, shall remain in full force and virtue, and shall be and continue available in all respects whatsoever.

Certificates  
and Trans-  
fers to re-  
main in  
force.

VII. And be it enacted, That all Officers and Persons who at the Time of the passing of this Act shall have in their Possession or under their Control any Money, Books, Documents, Papers, Writings, Securities, Goods, Chattels, or other Effects, under or by virtue of any of the Provisions of the said recited Act, shall account for and deliver up all such Money, Books, Documents, Papers, Writings, Securities,  
Goods,

Officers  
under former  
Act to ac-  
count.

Goods, Chattels, and other Effects to the Company hereby incorporated, or to such Person as they shall appoint to receive the same, in the same Manner, and subject to the same Process, Pains, and Penalties for Refusal or Neglect, as if such Officers or Persons had been appointed, and had become possessed of such Money, Books, Documents, Papers, Writings, Securities, Goods, Chattels, or other Effects, under the Provisions of this Act.

Present  
Officers con-  
tinued.

VIII. And be it enacted, That all Officers and Persons appointed under the recited Act shall continue in their respective Offices and Employments according to their respective Appointments until removed therefrom according to the Provisions of this Act; and all such Officers and Persons shall have the same Powers, Privileges, and Advantages, and all such Officers and Persons, and all Sureties, shall be liable to the same Conditions, Penalties, Obligations, Restrictions, and Regulations, as if such Officers and Persons had been appointed and such Sureties had become bound under this Act.

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cc. 16. 18.  
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Vict. c. 17.  
incorporated  
with this Act.

IX. And be it enacted, That the several Acts of Parliament following, (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Waterworks Clauses Act, 1847," shall be incorporated with and form Part of this Act, except where the same shall be inconsistent with or repugnant to any of the Provisions of this Act.

Quarter  
Sessions.

X. And be it enacted, That the Expression "Quarter Sessions" in this and the said incorporated Acts, for all the Purposes of this Act shall be construed to mean the Quarter Sessions of the Peace holden in and for the Borough of *Leeds*.

Short Title.

XI. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments, it shall be sufficient to use "The *Leeds* Waterworks Act, 1847," and in citing the said recited Act it shall be sufficient to use "The *Leeds* Waterworks Act, 1837."

Limits of  
this Act.

XII. And be it enacted, That the Limits of this Act shall comprise and include the several Parishes of *Leeds*, *Addle*, *Harewood*, and *Otley*.

Capital.

XIII. And be it enacted, That the Capital of the Company shall be Two hundred and fifty thousand Pounds, including the existing Capital of the Company.

Shares.

XIV. And be it enacted, That the Number of Shares into which the said Capital Sum of Two hundred and fifty thousand Pounds shall be divided shall be Ten thousand, and the Amount of each Share shall be Twenty-five Pounds.

Calls.

XV. And be it enacted, That Five Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders, and that Two Thirds of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made  
in

in any One Year upon any Share, and that Four Months at the least shall intervene between successive Calls.

XVI. And be it enacted, That it shall be lawful for the Company to borrow on Mortgage or Bond any Sums of Money not exceeding in the whole the Sum of Eighty-three thousand Pounds, but no Part of such Sum shall be raised until the whole of the said Capital or Sum of Two hundred and fifty thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up.

Power to borrow on Mortgage or Bond.

XVII. And be it enacted, That the First Ordinary Meeting of the Company shall be held within Four Calendar Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Month of *May* and the Month of *November* yearly, and all Ordinary and Extraordinary Meetings of the Company shall be held in *Leeds* aforesaid.

First and other General Meetings of the Company.

XVIII. And be it enacted, That the Quorum for any General Meeting of the Company shall be Ten Shareholders, holding in the Aggregate not less than Five thousand Pounds in the Capital of the Company.

Quorum of General Meeting.

XIX. And be it enacted, That the Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be Ten Shareholders holding in the aggregate not less than One thousand Pounds in the Capital of the Company.

Extraordinary Meetings of the Company.

XX. And be it enacted, That (subject to the Provisions herein contained for increasing or reducing the Number of Directors) the Number of Directors shall be Eighteen, and the Qualification of each Director to be elected by the Company shall be the Possession in his own Right of Six Shares in the Undertaking.

Number and Qualification of Directors.

XXI. And be it enacted, That it shall be lawful for the Company from Time to Time to increase or reduce the Number of Directors of the Company but the whole Number of Directors shall never exceed Twenty-four nor be less than Twelve (the Number being always even, and not an odd one); and one Half of the Directors shall be elected by the Company, and the other Half thereof by the Council of the Borough of *Leeds* as herein-after provided.

Power to vary the Number of Directors.

XXII. And whereas for securing Publicity to the Proceedings of the said Company, and a due Attention to the Interests of the Inhabitants of the said Town and Neighbourhood of *Leeds*, it is expedient that the Directors of the Concerns of the said Company shall (so long as the Property thereof shall continue in the Hands of the said Company) consist of an equal Number of Persons to be elected by the Proprietors of Shares in the said Undertaking and by the Council of the Borough of *Leeds* aforesaid by and out of the said Council in their Corporate Capacity, and whether Proprietors of any Shares in the said Undertaking or not; be it therefore enacted, That at the General Meeting of the Proprietors of Shares in the said Undertaking to be held in the Month of *May* yearly such Proprietors shall

Half of the Directors to be elected by Shareholders.

elect Nine Directors, or such other Number of Persons (not being less than Six nor more than Twelve) as shall from Time to Time be determined by such Meeting, to be Directors of the said Undertaking jointly with the like Number of Directors to be elected by and out of the Members of the Council of the said Borough of *Leeds*, as herein-after mentioned; and the Persons so to be elected Directors by the said Proprietors shall continue in Office until the General Meeting of the said Company in the Month of *May* in the Year then next ensuing or until disqualified or removed, and on every such Election the Directors shall be re-eligible.

Council of the Borough may appoint Half of the Directors.

XXIII. And be it enacted, That it shall be lawful for the Council of the Borough of *Leeds* for the Time being, at some Meeting of the said Council, and so from Time to Time at any future Meeting of the said Council, either in the Month of *November* or in the Month of *May* in every Year (in the Discretion of the said Council), to elect from and out of the said Council, whether Shareholders in the said Company or not, a Number of Directors equal to the Number who may from Time to Time be elected Directors by and on the Part of the Company to be the Representatives of the said Council in the Direction, Management, and Conduct of the Affairs of the said Company, and such Persons so to be from Time to Time elected by the said Council shall continue in Office as Directors of the said Undertaking until the Month of *November* or *May* then next ensuing (as the Case may require), or until others shall be duly elected in their Place, and shall during such Periods be entitled in all respects to act and assist and to vote on all Questions in the said Direction, the same as if they were respectively possessed of Shares in the said Undertaking, and elected Directors by the Proprietors of Shares therein; and all such Persons so to be elected by the said Council shall, in case and so long as they shall remain Members of the said Council, be re-eligible from Time to Time and may be re-elected Directors.

For supplying Vacancies in Direction.

XXIV. And be it enacted, That when and so often as any Director who may be elected by the said Company shall die, or cease to be possessed of Six Shares in the said Undertaking, or shall refuse or decline to act as such Director, or who being elected by the said Council shall die, or cease to be a Member of such Council, or shall refuse or decline to act as such Director, it shall be lawful for the continuing Directors to elect some other Person possessed of Six or more Shares in the said Undertaking or some other Member of the said Council (as the Case may be) to be a Director in the Place of the Person ceasing to be such Director as aforesaid; and every such Person so elected to fill any such Vacancy shall continue in his Office (if he shall continue duly qualified) as such Director so long as the Person in whose Place or Stead he may be elected would have been entitled so to continue had he lived and been possessed of Six Shares in the said Undertaking, or continued a Member of the said Council, (as the Case may be,) and no longer.

First Directors.

XXV. And be it enacted, That all the Persons who at the Time of passing this Act may be Directors elected or appointed under the Provisions

Provisions of the said recited Act hereby repealed shall be the first Directors under and for the Purpose of executing this Act.

XXVI. And be it enacted, That the Number of Directors of which Committees appointed by the Directors shall consist shall not be less than Three nor more than Nine, and the Quorum of each Committee shall be the Majority. Committees of Directors.

XXVII. And be it enacted, That the Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall be some One or more Newspaper or Newspapers published in the Parish of *Leeds* aforesaid. Newspapers for Insertion of Advertisements.

XXVIII. And whereas Plans and Sections denoting the Lines and Levels of certain Aqueducts, Conduits, Sluices, Drains, Drifts, and other Works, and the Situation of certain Reservoirs and other Works, and the Lands in, upon, and through which the same are proposed to be constructed and made, and the Streams and Waters proposed to be taken and used by the said Company for the Purposes of this Act, in the several Parishes in the said West Riding, together with Books of Reference thereto containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of such Lands, have been deposited with the Clerk of the Peace for the said West Riding: And whereas since the Deposit of the said Plans and Sections and Books of Reference an Alteration in the Line or Course of the proposed Works has been deemed expedient; be it enacted, That before the said Company shall commence the Works by this Act authorized they shall deposit for public Inspection with the said Clerk of the Peace an amended Plan and Section, with an amended Book of Reference thereto, authenticated by the Signature of the Right Honourable the Speaker of the House of Commons, which said Plan and Section shall describe the whole of the proposed Works according to the altered Line or Course thereof, and the Streams and Waters proposed to be taken and used by the said Company for the Purposes of this Act; and thereupon it shall be lawful for the said Company, subject to the Provisions and Restrictions in this and the said incorporated Acts contained, to make and maintain the said Works in the Line, upon the Levels, and in the Lands to be delineated on the said Plan and described in the said Book of Reference so to be authenticated and deposited as aforesaid, and to enter upon, take, use, and appropriate for the Purposes of this Act the said Streams and Waters or any of them; and the said Plan, Section, and Book of Reference so to be deposited with the said Clerk of the Peace shall be kept by the said Clerk of the Peace, and shall be deemed and taken to be the Plan, Section, and Book of Reference referred to in this Act, and according to which the Works thereby authorized shall be constructed. Plans and Books of Reference to be deposited with the Clerk of the Peace, and kept by him.

XXIX. And be it enacted, That it shall be lawful for the said Waterworks Company, in making the Aqueducts, Drifts, Conduits, Sluices, Drains, and other Works by this Act authorized, to deviate from the said Plans so to be deposited with the said Clerk of the Peace; provided that no such Deviation shall extend to a greater Distance than the Limits of Deviation delineated upon the said Plans, nor to a greater Power to Company to deviate from deposited Plans in certain Cases.  
Extent

Extent in passing through a Town, Village, or Lands continuously built upon than Ten Yards, nor elsewhere to a greater Extent than One hundred Yards from the said Places, and provided that by reason of such Deviation the Works be not made to extend into the Lands of any Person, whether Owner, Lessee, or Occupier, whose Name is not mentioned in the said Books of Reference, without his previous Consent in Writing, unless the Name of such Person shall have been omitted by Mistake, and the Fact that such Omission proceeded from Mistake shall have been certified in manner provided for in Cases of unintentional Errors in the said Books of Reference.

Owners may grant Leases.

XXX. And be it enacted, That the Persons empowered by the said Lands Clauses Consolidation Act, 1845, to convey Lands, shall have full Power to grant Leases of any Lands and Streams for the Purposes of this Act, or any Easement, Power, or Authority in or over such Lands or Streams.

As to the Construction of Works on the Lands of Mr. Rhodes.

XXXI. And be it enacted, That it shall be lawful for the said Company and they are hereby authorized and empowered to make and maintain, in and through any of the Lands of the said *William Rhodes*, either upon the Line or within the Limits of Deviation shown and described by the said Plans deposited with the Clerk of the Peace of the West Riding of the County of *York*, or (with the Consent of the said *William Rhodes*) in and through any other Lands of the said *William Rhodes*, all necessary and proper Conduits for the Purpose of passing and conveying in and through such Lands the Water proposed to be taken and appropriated by the said Company issuing from the North End of the *Bramhope* Tunnel, and other Waters hereby authorized to be taken by the said Company; and for the Purposes aforesaid the said Company shall and may exercise all the Powers and Authorities given to them by this Act or the Acts incorporated therewith for entering upon and taking Lands for the Purposes of this Act, so that all such Conduits be covered and laid and continued under Ground through the said Lands: Provided always, and it is hereby declared, that nothing in this Act contained shall authorize or empower the said Company to enter upon or take any Lands of the said *William Rhodes*, for the Purpose of making, erecting, or constructing thereon any Steam Engine, Reservoir, or Building, or for any other Purpose than the said Conduits, without the Consent of the said *William Rhodes*, or the Owner of his Lands for the Time being, by Writing under his Hand for that Purpose first had and obtained.

Period within which Works are to be completed.

XXXII. And be it enacted, That the Waterworks by this Act authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this or the said incorporated Acts granted to the Company for executing such Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Waterworks as shall then be completed.

Measurement of Springs, &c.

XXXIII. And whereas in and by "The *Leeds and Thirsk* Railway Act, 1845," it is recited, that *John Dyneley* and *Margaret Chamberlain*:



*lain* were severally possessed of certain Lands and Hereditaments at or near the Village of *Bramhope* in the Parish of *Otley* in the County of *York*, which were then and theretofore had been supplied with Water from divers Springs, Wells, Rivulets, and Works therein or thereupon or near thereto, and that it was apprehended by the said *John Dyneley* and *Margaret Chamberlain*, but disputed by the said Railway Company, that the making of the Railway and other Works by that Act authorized would have the Effect of diverting, taking away, detaining, or diminishing the Supply of Water theretofore derivable from the said Springs, Wells, Rivulets, and Brooks, to the great Loss of the said *John Dyneley* and *Margaret Chamberlain*: And whereas in and by the said Act divers Provisions and Enactments are made for the due Compensation of the said *John Dyneley* and *Margaret Chamberlain* for any Loss or Injury which might be occasioned to them by the Construction of the Railway, by reason of the diverting, taking away, detaining, or diminishing the Supply of Water from the said Springs, Wells, Rivulets, and Brooks, and amongst other things it is by the said Act enacted, that before the said Company should proceed to cut upon or through or do or execute any of the Works or Matters as provided in the said last-mentioned Act, or any other Act incorporated with or referred to therein, in any Part of the Township of *Bramhope*, which could in any Manner affect or diminish the said Wells or Springs, the said Company, at their own Expende, and to the Satisfaction of the said *John Dyneley* and *Margaret Chamberlain* respectively, or their Heirs, or to the Satisfaction of the Engineer to be appointed as Arbitrator by the said *John Dyneley* and *Margaret Chamberlain*, or either of them, or their or either of their Heirs, or by the said *Margaret Chamberlain* in her own Right, and by the said *Margaret Chamberlain* in and on the Behalf of and for the said *John Dyneley*, and of an Engineer to be appointed as Arbitrator by the said Company, or to the Satisfaction of a Third Engineer, to be appointed as Umpire by the said Two Engineers in case they could not agree, (the same Third Engineer to be appointed as Arbitrator by the said Two Engineers as aforesaid before they should proceed to the Estimation next therein-after mentioned, and which said Engineer to be appointed as Arbitrator by the said Company,) which said Engineers and Umpire should be in all respects subject to the Powers, Provisions, Clauses, and Stipulations contained in the "Lands Clauses Consolidation Act," passed in the Year of our Lord One thousand eight hundred and forty-five, should, on the First Day of *August* then next, and the First Day of *September* then next, and the First Day of *October* then next, ascertain the Situation of the said several Wells and Springs of Water which then existed, or which had existed and been injured by certain Borings made under the Directions of the said Railway Company or the Promoters thereof, and the average Quantity of Water which each and every of such Springs and Wells on the said Three Days produced, and, as well as they were able, the Quantity which any Well or Spring did produce before injured by the said Borings as aforesaid, and ascertain One Third of the Amount of the Total produced at each and every of the said Springs and Wells so ascertained as aforesaid, which said Third, when so ascertained, should be reduced into Writing, together with the Description of the Situation of each of the said Springs and Wells,

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together

made under the Leeds and Thirsk Railway Act, 1845, to be Evidence under this Act.

together with the Names thereof (if any), which said Writing should be signed by the said Engineer of the said Company and the said Engineer appointed by the said *John Dyneley* and *Margaret Chamberlain*, or their Heirs or Assigns as aforesaid, or such Umpire as aforesaid, which said Writing or Estimation and Description so signed should by the said Company and at their Expence be filed at the next General Quarter Sessions of the Peace to be holden in and for the Borough of *Leeds* in the County of *York*, to be preserved amongst the Records there, to be inspected from Time to Time and at all Times thereafter by the said Company and the said *John Dyneley* and *Margaret Chamberlain*, or other Parties interested therein, and which they were by the said last-mentioned Act authorized to do, upon Payment of a Fee of One Shilling to the Clerk of the Peace or other Person having the Custody thereof: And whereas afterwards one *James Fenton* of *Leeds* in the Parish of *Leeds* in the County of *York*, Civil Engineer, was duly appointed by the said Railway Company as Arbitrator on their Behalf, and one *William Chadwell Mylne* of the *New River Head* in the Parish of *Saint James Clerkenwell* in the County of *Middlesex*, Civil Engineer, was duly appointed by the said *John Dyneley* and *Margaret Chamberlain* as Arbitrator on their Behalf: And whereas in pursuance of the said Enactment the said *James Fenton* and *William Chadwell Mylne* did afterwards duly ascertain the Situation of the said several Wells and Springs of Water which existed at the passing of the said Act of Parliament, or which before that Time existed and had been injured by the said Borings made under the Direction of the said Company or the Promoters thereof, and the average Quantity of Water which each and every of such Springs and Wells on the said Three Days produced, and, as well as they were able, the Quantity which any Well or Spring did produce before injured by the said Borings as aforesaid, and ascertained to their own Satisfaction One Third of the Amount of the Total produced at each and every of the said Springs and Wells so ascertained as aforesaid, and did reduce into Writing the said Third, together with the Description of the Situation of each of the said Springs and Wells, together with the Names thereof, and which said Writing was signed by the said *James Fenton* and *William Chadwell Mylne*, and was by the said Company filed at the next General Quarter Sessions of the Peace holden in and for the Borough of *Leeds* in the County of *York*, and remains preserved amongst the Records there: And whereas it is apprehended by the said *John Dyneley* and *Margaret Chamberlain* that some or all of the said Springs and Wells may be further injured by the Construction of the Works by this present Act authorized; be it enacted, That in ascertaining and determining the Compensation to be made or paid by the said *Leeds* Waterworks Company to the said *John Dyneley* and *Margaret Chamberlain*, for or in respect of any Damage or Injury which may be done or committed by the said Waterworks Company in the Construction of the Works by this Act authorized, or otherwise in carrying the said Act into execution, the said Writing so signed by the said *James Fenton* and *William Chadwell Mylne*, and deposited at the General Quarter Sessions as aforesaid, shall be held and received as conclusive Evidence as well for the said *John Dyneley* and *Margaret Chamberlain* as for the said *Leeds* Waterworks Company of the Names, Descriptions, Situations, and

Quantities of the said Wells and Springs, and of all other Matters and Things therein contained which the said Arbitrators had Authority to determine.

XXXIV. And be it enacted, That nothing in this Act contained shall authorize or empower or be construed to authorize or empower the *Leeds Waterworks Company* to take or enter upon any Lands of the said *John Dyneley* and *Margaret Chamberlain* respectively, or other the Owner or Owners thereof for the Time being, without his, her, or their Consent in Writing first had and obtained for that Purpose.

Lands of J. Dyneley and M. Chamberlain not to be taken, &c. without Consent.

XXXV. And be it enacted, That all the Clauses, Powers, Authorities, and other Provisions contained in the "*Leeds and Thirsk Railway Act, 1845*," for restoring Water to the said *John Dyneley*, *Margaret Chamberlain*, and to *William Rhodes* respectively, and for making full Compensation to them and each of them, and to the Owners of their Lands for the Time being respectively, for the Loss, Abstraction, and Diversion of such Water, and for all Damages and Injuries to the Lands and Water of the said *John Dyneley*, *Margaret Chamberlain*, and *William Rhodes* respectively, shall be and the same are hereby declared to be and continue in full force; provided that nothing herein contained shall prevent the said Waterworks Company from taking and appropriating the Waters mentioned or referred to by this Act in the Manner and subject to the Provisions and Restrictions contained in this Act, and for the Purposes by this Act authorized.

Certain Powers and Protections contained in the Leeds and Thirsk Railway Act, 1845, to remain in force.

XXXVI. And whereas by the *Leeds and Thirsk Railway Act, 1845*, it is enacted, that it should not be lawful for the said Company to sell or convey or to use or apply for any Purpose whatsoever, nor should the Company permit any other Person or Persons to sell or convey or to use or to apply for any Purpose whatsoever, any of the Water which should be collected or obtained by the making of the Tunnel or other Works thereby authorized to be made in the Village of *Bramhope* from the said Lands and Hereditaments of the said *John Dyneley* and *Margaret Chamberlain*, or which they then had, or which they were then entitled to the Use of, without the Consent in Writing of the said *John Dyneley* and *Margaret Chamberlain*, or of the Owner or respective Owners for the Time being of the said Lands and Hereditaments of the said *John Dyneley* and *Margaret Chamberlain*, having been first obtained for that Purpose, except only that the Company should be at liberty to convey, use, and apply for the several Purposes next therein-after mentioned so much of such Water as should be necessary for those Purposes respectively, (that is to say,) for the Purpose of restoring to the said *John Dyneley* and *Margaret Chamberlain* any Water which might have been abstracted from the said Lands and Hereditaments by the making of the said Tunnel or other Works, and for the Purposes of supplying the Engines to be used on the said Railway and other Purposes necessary for the Supply of the said Railway and of the Stations thereon with so much Water as should be necessary for the Use thereof respectively: And whereas the Waters collected and obtained by making of the said Tunnel,

Compensation for Value of the Water taken to be made to J. Dyneley and M. Chamberlain, and to be settled by Recorder of Leeds, &c.

Tunnel, or some Part thereof, are proposed to be taken by the said Waterworks Company, and it is expedient that the said *John Dyneley* and *Margaret Chamberlain* should have full Compensation in respect thereof in manner herein-after provided; be it therefore enacted, That in case the said Company, under the Powers and Provisions of this Act, shall take the said Waters or any Part thereof, the said Company shall make and pay to the said *John Dyneley* and *Margaret Chamberlain* full Compensation for all such Waters for the taking of which the Consent of the said *John Dyneley* or *Margaret Chamberlain*, or either of them, would have been necessary under the *Leeds and Thirsk* Railway Act, the Amount of such Compensation to be determined by the Recorder of *Leeds* for the Time being (if the Parties cannot mutually agree touching the same); and in case the Matters aforesaid shall be referred to the said Recorder the said Company shall pay all such Costs and Expences of and incident to the said Reference as the said Recorder may determine to be reasonable and proper to be paid by them to the said *John Dyneley* and *Margaret Chamberlain* or either of them.

Award to be final.

XXXVII. And be it enacted, That the Award and Determination of the Recorder to whom any such Dispute or Difference as aforesaid may have been or shall stand referred shall be final and binding upon all Parties, and be acquiesced in and observed by them accordingly.

Power to recover Compensation awarded to *J. Dyneley* and *M. Chamberlain* by Action against Waterworks Company.

XXXVIII. And be it enacted, That if the Recorder to whom any such Dispute or Difference as aforesaid may have been or shall stand referred shall by his Award direct any Sum of Money to be paid by the said Waterworks Company to the said *John Dyneley* and *Margaret Chamberlain*, or either of them, or other the Owner or Owners for the Time being of the said Lands and Hereditaments or any Part thereof, and such Sum of Money shall not be paid at the Time and in the Manner in the said Award appointed for Payment thereof, it shall be lawful for the said *John Dyneley* and *Margaret Chamberlain*, or either of them, or other the Owner or Owners for the Time being of the said Lands and Hereditaments or any Part thereof respectively, to recover the same by Action of Debt against the said Waterworks Company in any of Her Majesty's Superior Courts of Record at *Westminster*, and to have Execution for the same against and upon the Works and Property of the said Waterworks Company.

Power, if Award invalid, for Recorder to make it valid, &c.

XXXIX. And be it enacted, That if for any Reason any Award made by the said Recorder under any of the Provisions of this Act shall be insufficient or invalid, the said Recorder, notwithstanding the said insufficient and invalid Award, shall have Power to proceed with the Reference until he has made a good and valid Award; and the Costs and Expences of the said invalid Award and the Matters incident thereto shall be and be deemed and considered to be Part of the Costs and Expences under such valid Award, and payable by the Party liable to pay the Costs and Expences under such valid Award; and no Award shall be considered invalid for any Defect of Form.

Company to leave so much Water

XL. And be it enacted, That, notwithstanding any thing herein contained, the said Waterworks Company shall (if required) at all Times

Times leave at or near to the North End of the said *Bramhope Tunnel* so much Water as may be necessary to enable the said *Leeds and Thirsk Railway Company* to restore all Water of which they may be called upon and required to make Restoration under the Provisions of the said "*Leeds and Thirsk Railway Act, 1845.*"

as may be necessary to restore Water under Provisions of Leeds and Thirsk Railway Act.

XLI. And be it enacted, That in the event of Water having been or being hereafter diverted, taken away, detained, or diminished from any of the Streams now or at any Time heretofore flowing to or into the *Addle Beck*, by reason of any of the Works or Operations of the *Leeds and Thirsk Railway Company* under the *Leeds and Thirsk Railway Act, 1845*, or by reason of any of the Works or Operations of the Promoters of that Act, the Waterworks Company shall from Time to Time and at all Times leave in or near the North End of the said *Bramhope Tunnel* so much Water as shall have been or shall be so diverted, taken away, detained, or diminished as aforesaid, in addition to the Quantity of Water which the said Waterworks Company shall from Time to Time be bound to leave for any other Person or Purpose.

Water to be reserved for other Purposes.

XLII. And be it enacted, That nothing in this Act contained shall take away from or prejudice the Owners, Lessees, and Occupiers of Mills and other Works on *Addle Beck* or any of them, or the said *John Dyneley, Margaret Chamberlain, or William Rhodes* respectively, or any other Person, in prosecuting any Remedy by Action, Suit, or otherwise, which they or he are or is or may have or be entitled to against the said *Leeds and Thirsk Railway Company* or any other Person in respect of such Diversion, taking away, Detention, or Diminution of Water as aforesaid.

Remedies of Millowners and Landowners under the Leeds and Thirsk Railway Act, 1845, continued in force.

XLIII. And be it enacted, That the Company shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street in which any Pipe of the Company shall be laid, or of any Person who under the Provisions of the said recited Act or of this Act, or any Act incorporated therewith, shall be entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for their domestic Uses at the Rates herein-after specified; (that is to say,)

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

If there be no Water-closet in the Dwelling House or Part of the Dwelling House to be supplied with Water, at the following Rates: Where no Water-closet.

Where the annual Value of such House shall not exceed Twenty Pounds, at a Rate *per Centum* not exceeding Seven Pounds Ten Shillings:

Where the annual Value of such Dwelling House shall exceed Twenty Pounds but shall not exceed Forty Pounds, at a Rate *per Centum per Annum* not exceeding Seven Pounds:

Where such annual Value shall exceed Forty Pounds but shall not exceed Sixty Pounds, at a Rate *per Centum per Annum* not exceeding Six Pounds Ten Shillings:

Where such annual Value shall exceed Sixty Pounds but shall not exceed Eighty Pounds, at a Rate *per Centum* not exceeding Six Pounds:

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Where such annual Value shall exceed Eighty Pounds but shall not exceed One hundred Pounds, at a Rate *per Centum* not exceeding Five Pounds Ten Shillings:

Where such annual Value shall exceed One hundred Pounds, at a Rate *per Centum* not exceeding Five Pounds:

If there be a Water-closet.

If there be a Water-closet or Water-closets in such Dwelling House, then, in addition to the Rates above specified, the following Rates shall be payable; (that is to say,)

For One Water-closet, Ten Shillings and Sixpence *per Annum*:

For each additional Water-closet, Five Shillings and Three-pence *per Annum*:

Provided always, that the Company shall not be compelled to supply with Water any Water-closet, or the Apparatus or Pipes connected therewith, nor shall the Water of the Company be used in and for the same, unless such Water-closet, Apparatus, and Pipes be constructed and maintained in such Manner as shall be approved of by the Company.

What shall be deemed domestic Purposes.

XLIV. And be it enacted, That a Supply of Water for domestic Purposes shall not include a Supply of Water for Baths, Horses, Cattle, or for washing Carriages, or for any Trade or Business whatsoever.

Dividend how to be declared.

XLV. And be it enacted, That it shall be lawful for the said Company and they are hereby empowered, from Time to Time, at any Ordinary or Extraordinary Meeting, or General Meeting to be called for that Purpose, to declare and make a Dividend out of the clear Profits of the said Undertaking, and such Dividends shall be an equal Rate *per Share* upon the several Shares held by the said Company in the Joint Stock thereof; and also to appropriate and reserve out of such clear Profits (after Payment or Provision for any such Dividends as aforesaid) so much Money not exceeding the Sum of Five hundred Pounds *per Annum* as the Proprietors present at any such Meeting shall think proper, towards the Formation of a reserved Fund, which shall not exceed the Sum of Ten thousand Pounds, which Fund, and the Interest thereof or of any Part thereof, shall and may be applied to any special or extraordinary Purpose within the Purport, true Intent, and Meaning of this Act, and not otherwise, and so from Time to Time to renew and continue such reserved Fund of Ten thousand Pounds by the Means and in manner aforesaid: Provided always, that such Dividends to the Proprietors of Shares in the said Undertaking shall not be made oftener than twice in each Year; and no Dividend shall be made exceeding the net Amount of clear Profit for the Time being in the Hands of the said Company, nor whereby the Capital of the said Company shall in any degree be reduced or impaired, nor shall such Dividend at any Time exceed the Amount of Six Pounds *per Centum per Annum* upon the Capital of the said Company actually subscribed and paid under the Powers of this or the said recited Act, such Amount of Dividend to be computed from the Time or respective Times when such subscribed Capital or any Part thereof shall be paid and received, up to and until the Day upon which such Dividend shall be declared and made.

XLVI. And

XLVI. And be it enacted, That if it shall appear at the Time of declaring any Dividend among the said Proprietors that the clear Profits of the said Company shall be at any Time more than sufficient to pay a Dividend amounting to Six Pounds *per Centum per Annum* upon their subscribed Capital, to be computed in the Manner hereinbefore mentioned (including all Arrears thereof), and to provide for and to continue such reserved Fund as aforesaid of Ten thousand Pounds (as the Case may be) by such annual Instalments as aforesaid, then and in such Case a proportionate Reduction shall be made in the Amount of the Water Rents payable during the Year then next ensuing, or as near thereto as Circumstances will admit of: Provided nevertheless, that such Reduction shall not be made to the Prejudice of any Works that may be necessary for maintaining or extending the Mains, Pipes, or other Works of the said Company, so as to carry the Purposes of this Act into full Effect, nor before the whole Amount of Money borrowed or to be borrowed under the Authority of the said recited Act or of this Act, and Interest thereon, shall have been first paid off and discharged.

If Profits exceed Six per Cent. on Capital, Water Rents to be reduced.

XLVII. And be it enacted, That when and so soon as the yearly Accounts of the said Company shall have been made out and balanced the same shall and are hereby required to be submitted for Examination to the Auditors for the Time being of the Accounts of the Council of the said Borough, or of the Treasurer thereof; and after such Examination the same Accounts, or so much and such Parts thereof or such Abstract thereof as shall be thought necessary, shall be published, by and at the Expence of the said Company, in such Manner and Form as shall be directed by the Council for the Time being of the said Borough of *Leeds*.

Accounts to be audited and published as the Council may direct.

XLVIII. And be it enacted, That it shall be lawful for the Lords and Ladies of the Manor of *Leeds* for the Time being to contract and agree with the said Company for, and to grant to them for an annual Rent or Sum of Money, and subject to such Regulations as the said Lords and Ladies shall think fit, a Lease or Demise, which the said Company are hereby also authorized and empowered to accept and take, for any Term or Number of Years, of any Quantity not exceeding Four Acres of the Waste Ground or Common called *Woodhouse Moor*, within and Parcel of the Wastes of the said Manor, (including the Site of the present Reservoir of the said Company formed and made on the said Moor,) for the Purpose of making One or more Reservoirs for the Use of the said Waterworks, or for other the Purposes of this Act.

Lords of Manor may grant Leases of Lands on Woodhouse Moor.

XLIX. Provided always, and be it enacted, That no Building or Erection shall be made upon any Part of the Land late of *Henry Englefield* Esquire within a less Distance than One hundred and Fifty Yards of the Dwelling House now situate on the Land late of the said *Henry Englefield*, and at the Time of the passing of the said recited Act occupied by *Robert Oldman*, without the Consent of the Heirs or Assigns of the said *Henry Englefield*, or the Owner of his Estate for the Time being: Provided also, that it shall not be lawful for

Restriction as to building on Mr. Englefield's Lands.

for the said Company to erect, make, set up, or continue any Steam Engine for the Purposes of the said Waterworks authorized to be made by the said recited Act.

Not to erect unnecessary Buildings.

L. Provided always, and be it enacted, That it shall not be lawful for the said Company, without the Consent in Writing of the Earl of *Harewood*, or of *George Lane Fox*, *William Thomas Carruthers*, and *Henry Englefield*, or of the Owners for the Time being of their respective Estates, to erect or make upon any Part of the Lands of the said Parties respectively which were authorized to be taken for the Purpose of the said recited Act any Building or Erection of any Kind but such as shall be necessary for the proper Construction, Completion, Conduct, Protection, and Management of the said Waterworks.

Preservation of certain Rights of Fishing.

LI. And be it enacted, That it shall be lawful to and for the Earl of *Harewood* and the said *George Lane Fox*, and their respective Heirs, Families, and Friends, to be by them respectively authorized, to angle and fish (except with Nets) in the Reservoir already made by the said Company on the North Side of the Ridge or Hill at *Allwoodley*, and to and for the Heirs of the said *Henry Englefield*, or the Owner of his Estate for the Time being, and his Family and Friends, to be by him and them respectively authorized, to angle and fish (except with Nets) in the Reservoir already made by the said Company in the Estate late of the said *Henry Englefield*, at all reasonable Times, and for that Purpose to maintain and keep any Boats or Vessels that may be convenient thereto, doing no Hurt or Damage to the said Reservoirs, their Embankments, or the Works and Property of the said Company.

Company in erecting Works to preserve *Arthington Hall Beck* and other Springs.

LII. And whereas *William Thomas Carruthers* of *Arthington Hall* in the County of *York*, Esquire, is seised or possessed of the said *Arthington Hall*, and of certain other Buildings, Lands, and Hereditaments in the Parishes of *Addle* and *Otley* in the said County of *York*, which are now and heretofore have been supplied with Water from certain Becks or Rivulets called *Arthington Hall Beck*, *Bramhope Beck*, and from divers other Brooks, Rivulets, and Springs of Water arising or flowing therein or thereupon or near thereto: And whereas it is apprehended by the said *William Thomas Carruthers* (but disputed by the said Waterworks Company) that the making of the Works by this Act authorized will have the Effect of diverting, taking away, detaining, or diminishing the Supply of Water heretofore derivable from the said Becks, Brooks, Rivulets, and Springs, or some of them, to the great Loss and Injury of the said *William Thomas Carruthers* and other the Owners and Occupiers of the said *Arthington Hall*, and the said Buildings, Lands, and Hereditaments respectively, and the Inconvenience of the Inhabitants of the Township of *Arthington*; be it therefore enacted, That in making and executing the Works authorized by this Act or any other Act incorporated therewith the said Company shall and they are hereby required to preserve and maintain the said Becks or Rivulets called *Arthington Hall Beck*, *Bramhope Beck*, and all other the Brooks, Rivulets, and Springs of Water in or flowing into the Estate of the said *William Thomas Carruthers*,



*ruthers*, situate in the Townships of *Arthington* and *Addle-cum-Eccup* or of *Bramhope* respectively, or elsewhere in the Parishes of *Addle* and *Otley*, in their present Course, Quantity, and Purity, and by proper Works, to be made and maintained by and at the Expence of the said Company, convey the Water flowing therein respectively, without Loss or Diminution, to the respective Buildings and Places to which the same respectively now flow in the Lands to which the said *William Thomas Carruthers* is now entitled, either absolutely or for his Life, situate in the said Parishes of *Addle* and *Otley* respectively; and that in case it shall happen that the Supply of Water heretofore derivable from the said *Arthington Hall Beck*, *Bramhope Beck*, and other Brooks, Rivulets, and Springs, or any of them, shall at any Time or Times hereafter be diverted, taken away, detained, or diminished, by reason or in consequence of the Construction of the Works by this Act authorized, then the said Waterworks Company shall and they are hereby required, at their own Expence, *toties quoties*, forthwith to find and provide for the said *William Thomas Carruthers* and other the Owners and Occupiers for the Time being of the said *Arthington Hall*, and other Buildings, Lands, and Hereditaments respectively, a Supply of good and wholesome Water equal in Quantity and Quality to the Water which shall have been so taken away, diverted, detained, or diminished as aforesaid, and the said Waterworks Company shall at their own Expence lead and conduct the same, and continue the same so led and conducted in a sufficient and proper Manner to such Points and Places at the said *Arthington Hall* and other Buildings, and into and upon the said Lands and Hereditaments respectively, as the said *William Thomas Carruthers*, or other the Owner or Owners for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments, shall require; and in case a Supply of good and wholesome Water, equal in Quantity and Quality to what shall have been so taken away, diverted, detained, or diminished, shall not be furnished by the said Waterworks Company to the said *William Thomas Carruthers*, or other the Owner or Owners for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments respectively, then the said Waterworks Company shall and they are hereby required to pay to the said *William Thomas Carruthers*, or other the Owner or Owners for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments respectively, a full and ample Compensation in Money for and in respect of the Loss and Injury which the said *William Thomas Carruthers*, or other the Owner or Owners for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments respectively, shall have sustained and may sustain by reason or in consequence of such Supply of Water having been so taken away, diverted, detained, or diminished: Provided nevertheless, that if the Recorder of *Leeds* for the Time being shall, as herein-after mentioned and provided, direct Compensation in Water to be made to the said *William Thomas Carruthers*, or other the Owner or Owners for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments respectively, by the said Waterworks Company, then the said Waterworks Company shall make such Compensation in Manner and in Quantity and Quality as shall be directed by the said Recorder of *Leeds*, unless the said *William Thomas Car-*

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*ruthers*,

*ruthers*, or other the Owner or Owners for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments, shall otherwise agree with the said Waterworks Company.

Differences between the Waterworks Company and W. T. Carruthers to be referred to the Recorder of Leeds.

LIII. And be it enacted, That if any Dispute or Difference shall arise between the said *William Thomas Carruthers*, or other the Owner or Owners for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments respectively, and the said Waterworks Company, as to whether any, and, if any, what Quantity of Water heretofore derivable from the said *Arthington Hall Beck*, *Bramhope Beck*, or other Brooks, Rivulets, and Springs of Water, or any of them, shall have been taken away, diverted, detained, or diminished by or in consequence of the Construction of the Waterworks by this Act authorized, or as to the Quality of such Water, or as to the Quantity or Quality of the Water supplied or which may be proposed to be supplied by the said Waterworks Company in lieu of the Water so taken away, diverted, detained, or diminished, or as to the Mode and Manner of supplying the same, or as to the Points or Places in the said *Arthington Hall* and other Buildings, or upon the said Lands, to which the said Water shall be led and conducted or proposed to be led or conducted by the said Waterworks Company, or as to the Amount of Compensation which ought to be paid by the said Waterworks Company to the said *William Thomas Carruthers*, or other the Owner or Owners for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments respectively, or as to any Matter touching the Effect of the said Works authorized by this Act or any other Act incorporated therewith upon the said *Arthington Hall Beck*, *Bramhope Beck*, or other Brooks, Rivulets, and Springs respectively, or any of them, every such Dispute or Difference shall be referred to the Recorder for the Time being of the Borough of *Leeds*.

If Waterworks Company refuse to join in Reference, Arbitrator may proceed *ex parte*.

LIV. And be it enacted, That in case the said Waterworks Company shall, for the Space of Twenty-one Days next after Notice in Writing shall have been given to them by the said *William Thomas Carruthers*, or other the Owner or Owners for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments respectively, in the Parishes of *Addle* and *Otley* aforesaid, requiring the said Waterworks Company to join in referring any such Dispute or Difference as aforesaid to the Determination of the Recorder for the Time being of the Borough of *Leeds*, neglect or refuse to join in such Reference, then and in every such Case it shall be lawful for the said *William Thomas Carruthers*, or other the Owner or Owners for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments respectively, at the Expiration of the said Twenty-one Days, to refer the Matter or the several Matters in dispute or difference between them and the said Waterworks Company to the said Recorder, who may proceed therein *ex parte*.

If Recorder die, or cease to be Recorder, his Successor to proceed in Reference.

LV. And be it enacted, That if the Recorder for the Time being of the said Borough to whom any such Dispute or Difference shall have been so referred shall die, or cease to be Recorder of the said Borough, before he shall have made his final Award, such Dispute or Difference shall stand referred to and shall be decided by the next

or any other Person who shall be appointed Recorder of the said Borough, in the same Manner as if the same had been originally referred to him individually, and so from Time to Time until a final Award shall be made: Provided always, that any Recorder to whom any such Dispute or Difference may be referred in consequence of the Death of the preceding Recorder, or of his ceasing to be Recorder of the said Borough, before he shall have made his final Award therein, shall be at liberty, if he shall think proper so to do, to adopt and act upon all or any of the Information and Evidence which may have been collected and reduced into Writing by his immediate or any other Predecessor in prosecution of or for the Purposes of the said Inquiry.

LVI. And be it enacted, That the Recorder for the Time being of the Borough of *Leeds* to whom any such Dispute or Difference shall have been or shall stand referred may proceed in the said Arbitration in such Manner as he, in the uncontrolled Exercise of his Discretion, shall think proper, and may take the Opinion of and employ such Engineers and other Persons to assist him in the said Arbitration, and pay to them such Sums of Money for their Services, as he shall think necessary or sufficient; and the said Recorder, if he shall direct Compensation in Water to be made by the said Waterworks Company, which he is hereby authorized and required to do if practicable, to the said *William Thomas Carruthers*, or other the Owner or Owners for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments respectively, in the said Parishes of *Addle* and *Otley*, may (whether the Question shall or shall not have been referred) decide upon the Quantity and Quality of the Water to be restored by the said Waterworks Company, and the Mode and Manner of restoring the same, and the said Waterworks Company shall in any such Case restore the same in the Manner and Quantity and Quality so directed.

Recorder to proceed in reference as he thinks proper, and may employ Engineers and others.

LVII. Provided always, and be it enacted, That if the Recorder to whom any such Dispute or Difference shall have been or shall stand referred shall be of opinion that the Compensation to be made by the said Waterworks Company to the said *William Thomas Carruthers*, or other the Owner or Owners for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments, in the said Village or Township of *Arthington*, shall be made in Money, and not in Water, then the Recorder, on determining the Amount of such Compensation, shall take into account the Expence which may have to be incurred in order to provide or procure and bring to the said *Arthington Hall*, Lands and Buildings, now of the said *William Thomas Carruthers*, in the said Parishes of *Addle* and *Otley* respectively, and to continue to the said *Arthington Hall*, and such Lands and Buildings of the said *William Thomas Carruthers*, or other the Owner or Owners thereof for the Time being, a Supply of Water equal in Quantity and Quality to that of which he or they may have been deprived by or in consequence of any of the Works of the said Waterworks Company, or of any of the Powers contained in this Act or of any Acts incorporated therewith, as well as the actual Loss which they may have theretofore sustained by reason of their Supply of

Mode of ascertaining Amount of Compensation to be made to W. T. Carruthers.

of Water having been thereby diminished, to the End and Intent that there may be restored and perpetually secured to the said *William Thomas Carruthers*, or other the Owner or Occupiers for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments, in the said Parishes of *Addle* and *Otley* respectively, a Supply of Water equal in Quantity and Quality to that which shall have been so taken away, diverted, detained, or diminished by or in consequence of the Works authorized by this Act or any Act incorporated therewith.

Costs of Arbitration to be in the Discretion of the Recorder.

LVIII. And be it enacted, That the Costs, Charges, and Expences of and attending or in anywise relating to any such Reference to Arbitration as aforesaid, including the Compensation to be made to the Recorder by whom the final Award shall be made, and to his immediate and any other Predecessor, for his or their Trouble, and the Compensation to be made to any Engineer and other Persons who may be consulted or employed by any Recorder as aforesaid, shall be in the Discretion of the Recorder by whom the final Award shall be made; who shall direct by whom and to whom and in what Manner the same shall be paid; and the said Recorder shall be at full Liberty, if he shall see fit so to do, to direct that all or any of such Costs and Expences shall be reckoned as between Attorney and Client, and not as between Party and Party.

Award to be final.

LIX. And be it enacted, That the Award and Determination of the Recorder to whom any such Dispute or Difference as aforesaid may have been or shall stand referred shall be final and binding on all Parties, and be acquiesced in and observed by them accordingly.

Power to W. T. Carruthers to recover Compensation.

LX. And be it enacted, That if the Recorder to whom any such Dispute or Difference as aforesaid may have been or shall stand referred shall by his Award direct any Sum of Money to be paid by the said Waterworks Company to the said *William Thomas Carruthers*, or other the Owner or Owners or Occupiers for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments, in the said Parishes of *Addle* and *Otley* respectively, and such Sum of Money shall not be paid at the Time and in the Manner in the said Award appointed for Payment thereof, it shall be lawful for the said *William Thomas Carruthers*, or other the Owner or Owners or Occupiers for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments, in the said Parishes of *Addle* and *Otley* respectively, to whom the same shall be awarded, from Time to Time to recover the same by Action of Debt against the said Waterworks Company in any of Her Majesty's Superior Courts of Record at *Westminster*, and to have Execution for the same against and upon the Works and Property of the said Waterworks Company.

For ascertaining Situation of Springs and Wells, and average Quantity of

LXI. And be it enacted, That before the said Waterworks Company shall do or proceed to do or execute any of the other Works or Matters authorized by this Act, or any other Act incorporated with or referred to therein, in any Part of the Parishes of *Addle* or *Otley* respectively, which can in any Manner affect or diminish the said

said *Arthington Hall Beck*, *Bramhope Beck*, or other Brooks, Rivulets, or Springs, or any of them, the said Waterworks Company, at their own Expence, and to the Satisfaction of the said *William Thomas Carruthers*, or the Owner or Owners of the said *Arthington Hall*, Buildings, Lands, and Hereditaments for the Time being, or to the Satisfaction of the Engineer to be appointed as Arbitrator by the said *William Thomas Carruthers* or such Owner or Owners, on the Behalf of and for the said *William Thomas Carruthers* or such Owner or Owners, and of an Engineer to be appointed as Arbitrator by the said Company, or to the Satisfaction of a Third Engineer to be appointed as Umpire by the said Two Engineers in case they cannot agree, the same Third Engineer to be appointed as Arbitrator by the said Two Engineers as aforesaid before they shall proceed to the Estimation next herein-after mentioned, and which said Engineers to be appointed as aforesaid, or their Umpire, (which said Engineers and Umpire shall be in all respects subject to the Powers, Provisions, Clauses, and Stipulations contained in the "Lands Clauses Consolidation Act, 1845,") shall (on the first *Tuesday* in *August* next, and the first *Tuesday* in *September* next, and the first *Tuesday* in *October* next,) ascertain the Situation in the Lands now of the said *William Thomas Carruthers*, of the said *Arthington Hall Beck*, *Bramhope Beck*, and of such of the several other Brooks, Rivulets, and Springs of Water which now exist, and supply the said *Arthington Hall*, and the other Buildings, Lands, and Hereditaments in the said Parishes of *Addle* and *Otley* respectively, to which the said *William Thomas Carruthers* is now entitled either absolutely or for his Life, as may in the Opinion of the said Arbitrators or Umpire be affected by any of the Works hereby authorized, and the average Quantity of Water which the said *Arthington Hall Beck*, *Bramhope Beck*, and each and every such Brooks, Rivulets, and Streams aforesaid on the said Three Days respectively produce as Supplies of Water to the said *Arthington Hall*, and other Buildings, Lands, and Hereditaments in the said Parishes of *Addle* and *Otley* respectively, to which the said *William Thomas Carruthers* is now entitled as aforesaid, and ascertain One Third of the Amount of the total Quantity of Water produced at the said *Arthington Hall Beck* and *Bramhope Beck* respectively, and each and every of such Brooks, Rivulets, and Streams respectively as aforesaid, which said Third when so ascertained shall be reduced into Writing, together with a Description of the Situation of the said *Arthington Hall Beck*, *Bramhope Beck*, and such other Brooks, Rivulets, and Streams respectively as aforesaid, together with the Names thereof, if any, at the Place where the same shall respectively have been gauged by the said Engineers for the Purpose aforesaid, which said Writing shall be signed by the said Engineer of the said Waterworks Company and the said Engineer appointed by the said *William Thomas Carruthers*, or such Owner or Owners for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments respectively as aforesaid, or such Umpire as aforesaid, which said Writing or Estimation and Description so signed shall, by the said Waterworks Company and at their Expence, be filed at the then next General Quarter Sessions of the Peace to be holden in and for the said Borough of *Leeds* or some Adjournment thereof, to be pre-

Water produced daily.

served amongst the Records, there to be inspected from Time to Time and at all Times thereafter by the said Waterworks Company, and the said *William Thomas Carruthers*, or such Owner or Owners for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments respectively as aforesaid, or other Parties interested therein, and which they are hereby authorized to do from Time to Time upon Payment of the Fee of One Shilling to the Clerk of the Peace or other Person having the Custody thereof, and the said Waterworks Company shall pay to the said *William Thomas Carruthers*, or other the Owner or Owners for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments respectively, and to the Occupiers of the Lands in which the said Ascertainments shall be made, all reasonable Damages, Costs, and Expences of or occasioned by the said Engineers respectively or any of them in and about or occasioned by such Ascertainments as aforesaid, which Damages, Costs, and Expences he the said *William Thomas Carruthers*, or other the Owner or Owners and Occupiers for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments respectively, shall be entitled to recover in an Action or Actions of Debt or Assumpsit against the said Waterworks Company in any of Her Majesty's Courts, and the said Third shall be taken to be the average Amount of the actual Produce of the said *Arthington Hall Beck*, *Bramhope Beck*, and each and every of the same Brooks, Rivulets, and Streams respectively daily by the Year at the Time of taking the same Averages, and the said Writing so signed and deposited as aforesaid shall be taken to be conclusive Evidence between the said *William Thomas Carruthers*, or the Owner or Owners for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments respectively, and any of them, and the said Waterworks Company, of the Situation of the said several *Arthington Hall Beck*, *Bramhope Beck*, and other Brooks, Rivulets, and Streams respectively, and the average Quantity of Water which each and every of them daily produced at the said Times of taking the said Averages: Provided always, that in ascertaining such average Quantity of Water Reference shall be had to the natural Flow thereof in each of such Becks, Brooks, Rivulets, and Streams, and that all proper Deductions and Allowances shall be made for and in respect of any Water which may be pumped or thrown therein from or out of the *Bramhope Tunnel*.

Penalty for not completing Ascertainments, and filing in due Time the Certificates, Situation, and Quantity of Water.

LXII. And be it enacted, That in case by any Neglect or Delay of the said Waterworks Company or of any Engineer appointed by them the said Ascertainments shall not be completed, and the said Writing and Estimation and Description, so signed as aforesaid, shall not be filed at the Quarter Sessions to be holden in and for the said Borough of *Leeds* or some Adjournment thereof next after the said first *Tuesday* of *October* One thousand eight hundred and forty-seven, the said Waterworks Company shall pay to the said *William Thomas Carruthers*, or other the Owner or Owners for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments, who shall sue for the same, as or by way of ascertained Damages, the Sum of Ten Pounds for each and every Day after the Quarter Sessions held in and for the said Borough of *Leeds* or some Adjournment thereof

thereof next after the said first *Tuesday* of *October* One thousand eight hundred and forty-seven during which such Ascertainments shall remain incomplete, or such Writing or Estimation and Description as aforesaid shall not be so signed and filed at their General Quarter Sessions of the Peace to be held in and for the said Borough of *Leeds* or some Adjournment thereof, until the same shall be completed and filed at some subsequent General Quarter Sessions of the Peace to be held in and for the said Borough or some Adjournment thereof; and in default of Payment of the said Sum, on Demand made on the Treasurer or any Director or other Officer of the said Waterworks Company, the said *William Thomas Carruthers*, or other the Owner or Owners for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments, may sue for and recover the same, together with full Costs of Suit, against the said Waterworks Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*: Provided also, that nothing herein contained shall extend to prevent the said *William Thomas Carruthers*, or other the Owner or Owners, Occupier or Occupiers for the Time being of the said *Arthington Hall*, Buildings, Lands, and Hereditaments, from recovering against the said Waterworks Company any special Damage that may be sustained by him or them respectively on account of any Act or Default of the said Waterworks Company, or of any of their Engineers or other Agents or Servants, beyond the Amount of the said Penalty, which the said *William Thomas Carruthers*, or other such Owner or Owners, Occupier or Occupiers as last aforesaid, shall respectively have received, and he and they is and are hereby authorized to sue for and recover such special Damages accordingly; but in every Case when the Penalty herein-before imposed shall have been paid by the said Waterworks Company, and any Action for special Damage shall be brought as above mentioned, then the said Penalty so paid, or such Part thereof as the Person or Persons suing for such special Damage shall have received, shall be deemed and considered as a Payment on account of such special Damages, and Credit shall be given for such Sum of Money, or such Portion thereof so paid, and the same shall be deducted from the Amount of Damages which may be recovered by such Person or Persons; and in case the Amount of Damages recovered shall not exceed the Sum so paid, then and in such Case Judgment shall be given for the said Waterworks Company.

Nothing to prevent W. T. Carruthers from suing for special Damages.

LXIII. And whereas in and by the said recited Act of the First *Victoria* it is declared and enacted as follows; that is to say, " And  
 " whereas there arise within the Estate of *George Lane Fox* in the  
 " Township of *Allwoodley* certain Springs and Waters called the *Upper*  
 " *South Springs* and *Lower South Springs*, proceeding from the South  
 " Side of the Ridge or Hill which lies between the Valley of *Eccup*  
 " and the Valley of *Addle*, and divers other Springs and Waters not  
 " included within the Drainage Lands as delineated in the Plan  
 " deposited with the Clerk of the Peace for the West Riding of the  
 " County of *York*, and which said several Springs and Waters are  
 " not intended to be used or taken by the said Company for the  
 " Purposes of this Act: And whereas all the said Springs and Waters

Reciting  
 Clauses in  
 former Act,  
 12 to 24  
 inclusive,  
 as to Mill-  
 owners and  
 Landowners  
 Protections  
 and Com-  
 pensations.

" are

“ are of great Value to the Estate of the said *George Lane Fox*, and  
 “ may also be used for the Purposes of Irrigation, and a Mill is now  
 “ erecting on the said Estate near a Brook called *King Lane Beck*,  
 “ and other Works and Mills may be erected on the said Estate  
 “ which will require the Use of all the Water flowing from the Springs  
 “ and Waters on the South Side of the said Hill; and it would be  
 “ injurious to the Owners and Occupiers of the said Estate, and may  
 “ prevent the further Improvement of the said Estate and the making  
 “ of the same useful for manufacturing Purposes, if the said Springs  
 “ and Waters or any of them were diminished, diverted, or cut off  
 “ from flowing in their present usual Course or Channel: And whereas,  
 “ in the Construction of the Waterworks by this Act authorized to  
 “ be made, it will be necessary to make and excavate a certain Drift  
 “ or Tunnel through the said Ridge or Hill from the extreme South-  
 “ east Corner of the said Estate of the said *George Lane Fox* at the  
 “ Brook called *Addle Beck* in a direct Line to *Johnson's* and *Will*  
 “ *Redhoff Springs*; and it is apprehended that the making of such  
 “ Drift or Tunnel may have the Effect of cutting off, diverting,  
 “ diminishing, or otherwise injuring the aforesaid several Springs and  
 “ Waters not intended to be taken or used by the said Company as  
 “ aforesaid: And whereas the Beck, Rivulet, or Watercourse called  
 “ *Addle Beck*, flowing in and through the said Parish of *Addle*, and  
 “ thence through a Part of the Parish of *Leeds* into the River *Aire*,  
 “ is also called and known in various Parts of its Course by the  
 “ Names of *Weetwood Beck*, *Sheepscar Beck*, and *Lady Beck*: And  
 “ whereas there are situate upon and near to the said Beck called as  
 “ aforesaid, between a certain Dam called *Black Hill Dam* in the  
 “ Parish of *Addle* and the said River *Aire* in the Town of *Leeds*,  
 “ divers Mills, Weirs, Dams, Millraces, Dyehouses, Tanyards,  
 “ Tanks, Reservoirs, Engines, and Machinery, belonging to divers  
 “ Persons, and which are worked, put in motion, or supplied wholly  
 “ or partially by the Waters collected or flowing into or in the said  
 “ *Addle Beck*: And whereas the said *Addle Beck* is supplied partly  
 “ by the said Dam called *Black Hill Dam*, and the Streams, Rivulets,  
 “ and Waters collected and flowing in and into the said *Black Hill*  
 “ *Dam*, and partly by the said *King Lane Beck*, into which the said  
 “ Springs called the *Upper South Springs* and *Lower South Springs*  
 “ and the said other Springs and Waters not included within the said  
 “ Drainage Lands so delineated as herein-before is mentioned and not  
 “ intended to be used or taken by the said Company now flow, and  
 “ also by other Rivulets, Springs, and Waters which flow into the  
 “ said *Addle Beck* in its Course from and between *Black Hill Dam*  
 “ aforesaid and the said River *Aire*: And whereas it would operate  
 “ to the Injury of the respective Owners, Lessees, and Occupiers of  
 “ the said Mills and other Works if any of the Waters now flowing  
 “ into or contributing to the Augmentation of the said Dam called  
 “ *Black Hill Dam*, or of the said Beck or Stream called *Addle Beck*  
 “ in its Course from *Black Hill Dam* to the River *Aire* aforesaid,  
 “ were diverted or detained from their present natural or usual Course  
 “ or Channel, or in any respect diminished: And whereas it is appre-  
 “ hended by the said Owners, Lessees, and Occupiers of the said  
 “ Mills and other Works, or by some of them, that the making of the  
 “ aforesaid





“ shall and they are hereby required, at their own Expence, *toties*  
 “ *quoties*, forthwith to find and provide for the said *George Lane Fox*  
 “ or the Owner for the Time being of his said Estate, his Tenants or  
 “ Assigns, an equal Supply of good and wholesome Water of the same  
 “ Quality in lieu of the said Springs and Water so diminished, diverted,  
 “ and taken away as aforesaid; and the said Company shall, at their  
 “ own sole Expence, lead and conduct the same in a sufficient and proper  
 “ Manner to the same Points and Places in the said Estate as those  
 “ from which the present Supply of Water shall have been diverted  
 “ and taken as aforesaid; and in case such Supply of Water cannot  
 “ be found and provided by the said Company, or in case such Supply  
 “ of Water shall be delayed pending any Arbitration or Assessment  
 “ of Damages by a Jury, from any Cause, Refusal, Omission, or  
 “ Neglect on the Part of the said Company to provide the same, or  
 “ if a Supply of Water adequate to what shall be so diverted be not  
 “ forthwith furnished, then the said Company shall and they are  
 “ hereby required to pay to the said *George Lane Fox* or the Owner  
 “ or Owners for the Time being of his said Estate, and to his and  
 “ their Lessees, Tenants, and Occupiers respectively, a full and  
 “ ample Compensation in Money in respect of the Injury theretofore  
 “ or thereafter to be sustained by him, or the Tenants on the said  
 “ Estate, or any of them, by reason of the Loss or Diminution of the  
 “ said Springs, and the consequent Inconvenience of the Occupation  
 “ of such Parts of the said Estate as may be affected thereby:” And  
 “ whereas by the said recited Act it is further enacted, “ That the  
 “ Compensation herein provided to be paid to the said *George Lane*  
 “ *Fox*, and the Lessees, Tenants, and Occupiers of his Estate and  
 “ Lands, shall be ascertained and determined, in case of Dispute, by  
 “ a Jury to be summoned under the Provisions of this Act, in the  
 “ same Way as other Questions of Damage and Compensation are  
 “ hereby required to be determined; or, at the Option of the said  
 “ *George Lane Fox* or the Owner for the Time being of his said  
 “ Estate, and of the said Lessees, Tenants, and Occupiers respec-  
 “ tively, the said Question of Compensation shall be determined by  
 “ the Arbitration of Two indifferent competent Persons, One to be  
 “ named by each Party, or in case they cannot agree within a Time  
 “ to be limited by them for that Purpose, by an Umpire, to be nomi-  
 “ nated in Writing by such Referees before entering on the Business  
 “ of the said Reference:” And whereas it is by the said recited Act  
 “ further provided and declared, “ That nothing herein contained for  
 “ the Protection of the Rights of the said *George Lane Fox* shall  
 “ authorize or be deemed or construed to sanction or warrant any  
 “ such Detention, Diversion, Appropriation, or Use (in or out of the  
 “ Lands or Estate of the said *George Lane Fox*) of any of the  
 “ Springs, Rivulets, or Waters arising or flowing, or which, if this Act  
 “ had not been made, would arise or flow therefrom into *Addle Beck*,  
 “ as can, shall, or may in any respect injure or diminish, either in  
 “ Quantity, Force, Power, or Quality, the same Supply of Water  
 “ from henceforth flowing in *Addle Beck*:” “ And whereas the said  
 “ Springs, Becks, Rivulets, and Watercourses called respectively  
 “ *Lineham Spring* and *Lineham Beck*, and other Waters, arise  
 “ within the Estate of *William Thomas Carruthers* in the Township  
 “ of

“ of *Eccup*, included within the Drainage Lands as delineated in the  
 “ Plans deposited with the Clerks of the Peace for the said West  
 “ Riding of the County of *York*, and which are intended to be used  
 “ or taken by the said Company for the Purposes of this Act: And  
 “ whereas the said Springs and Waters are of great Value to the  
 “ Estate of the said *William Thomas Carruthers*, and are or may also  
 “ be used for the Purposes of Irrigation, and Mills and other Works  
 “ may be erected on the said Estate, and it may be injurious to the  
 “ Owners and Occupiers of the said Estate, and may prevent the  
 “ future Improvement of the said Estate, if the said Springs, Becks,  
 “ and Waters, or any of them, were diminished, diverted, or cut off  
 “ from flowing in their present usual Course or Channel in or  
 “ through the Estate of the said *William Thomas Carruthers*: And  
 “ whereas it is apprehended by the said *William Thomas Carruthers*  
 “ that the Construction and Execution of the Waterworks by this  
 “ Act authorized to be made may have the Effect of diverting or  
 “ otherwise injuring the aforesaid Spring or Beck;” and thereupon it  
 is by the said recited Act enacted, “ That in case it shall happen that  
 “ the said Spring, Beck, or Waters, or any of them, shall be at any  
 “ Time or Times diverted, injured, or diminished within the Estate  
 “ of the said *William Thomas Carruthers* by the said Company,  
 “ under the Powers contained in this Act, (the same to be ascer-  
 “ tained, in case of Dispute, in manner herein-after mentioned,) then  
 “ the said Company shall and they are hereby required, at their own  
 “ Expence, *toties quoties*, forthwith to find and provide for the said  
 “ *William Thomas Carruthers*, or the Owner for the Time being of  
 “ his said Estate, his Tenants or Assigns, an equal Supply of good  
 “ and wholesome Water of the same Quality, in lieu of the said  
 “ Spring and Waters so diminished, diverted, and taken away as  
 “ aforesaid, and at their own sole Expence the said Company shall  
 “ lead and conduct the same in a sufficient and proper Manner to the  
 “ same Points and Places in the said Estate as those from which  
 “ the present Supply of Water shall have been diverted and taken as  
 “ aforesaid; and in case such Supply of Water cannot be found and  
 “ provided by the said Company, or in case such Supply of Water  
 “ shall be delayed pending any Arbitration or Assessment of Damages  
 “ by a Jury, from any Cause, Refusal, Omission, or Neglect on the  
 “ Part of the said Company to provide the same, or if a Supply of  
 “ Water adequate to what shall be so diverted be not forthwith made,  
 “ then the said Company shall and they are hereby required to pay  
 “ to the said *William Thomas Carruthers*, or the Owner or Owners  
 “ for the Time being of his said Estate, and to his and their Tenants  
 “ and Occupiers respectively, a full and ample Compensation in  
 “ Money in respect of the Injury theretofore or thereafter to be  
 “ sustained by him, or the Tenants on the said Estate, or any of them,  
 “ by reason of the Loss or Diminution of the said Spring and Waters,  
 “ and the consequent Inconvenience to the Occupation of such Parts  
 “ of the said Estate as may be affected thereby:” It is therefore by  
 the said recited Act further enacted, “ That the Compensation herein  
 “ provided to be paid to the said *William Thomas Carruthers*, and  
 “ the Lessees, Tenants, and Occupiers of his Estate and Land, shall  
 “ be ascertained and determined, in case of Dispute, by a Jury to  
 “ be

“ be summoned under the Provisions of this Act, in the same Way  
“ as all other Questions of Damage and Compensation are hereby  
“ required to be determined; or, at the Option of the said *William*  
“ *Thomas Carruthers*, or the Owner for the Time being of his said  
“ Estate, and of the said Tenants and Occupiers respectively, the  
“ said Question of Compensation shall be determined by the Arbi-  
“ tration of Two indifferent competent Persons, One to be named  
“ by each Party, and in case they cannot agree within a Time limited  
“ by them for that Purpose, by an Umpire to be nominated in  
“ Writing by such Referees before entering on the Business referred  
“ to them:” And it is by the said recited Act further enacted,  
“ That for determining whether or not there shall be at any Time or  
“ Times any such Diversion, Injury, or Diminution as aforesaid of or  
“ in any of the said Springs and Waters within the several Estates  
“ of the said *George Lane Fox* and *William Thomas Carruthers*  
“ respectively, or any such Diversion, Detention, or Diminution of  
“ or Injury to the Supply of Water flowing from the several Springs,  
“ Waters, and Sources herein-before mentioned into *Black Hill Dam*,  
“ or into the said Beck called *Addle Beck*, between the said *Black*  
“ *Hill Dam* and the River *Aire* aforesaid, by reason of the Execution  
“ of any of the Powers of this Act, it shall be referred to Two Engi-  
“ neers, one to be appointed by the said Company, and the other to be  
“ appointed (as the Case may require) by the said *George Lane Fox*  
“ or the said *William Thomas Carruthers* respectively, or the Owners  
“ for the Time being of their said Estates respectively, or, as herein-  
“ after mentioned, by the Owners or Lessees for Years of the said Mills,  
“ Dyehouses, and Tanyards upon or near to the said Beck called *Addle*  
“ *Beck*, and at the sole Expence in all respects of the said Company  
“ (except as herein-after is mentioned), before the making of the said  
“ Drift or Tunnel, or any of the Shafts or Pits connected therewith,  
“ shall be commenced, to ascertain and determine, by Gauges or other  
“ sufficient and proper Means, what is the usual or accustomed Quan-  
“ tity of Water flowing from such Springs, Waters, or Sources respec-  
“ tively as and in manner before-mentioned; and a Statement of such  
“ last-mentioned Gauges, signed by the said Referees or their Umpire,  
“ to be appointed as herein-after mentioned, shall within One Calendar  
“ Month next after the making and Completion thereof be deposited  
“ with the Clerk of the Peace of the West Riding of the County of  
“ *York*; and a Copy thereof, signed by the said Clerk of the Peace  
“ or his Deputy, shall be admitted as Evidence thereof on all future  
“ Inquiries between the said Parties respectively and the said Refe-  
“ rees; or any other Referees to be chosen by the said Parties in  
“ manner aforesaid shall from Time to Time, when thereto required  
“ by the said Parties or any of them, ascertain and determine  
“ whether or not the same usual and accustomed Quantity of Water  
“ continues to flow in manner aforesaid from the same Springs,  
“ Waters, or Sources, or any of them, and ascertain and determine  
“ whether or not any Diminution that may be found in such Quantity  
“ has been in any and what Degree occasioned by the Execution of  
“ any of the Powers of this Act; and in case the said Engineers so to  
“ be appointed as aforesaid cannot agree in their Decision of any of  
“ the Matters so to be referred to them, within the Time to be  
“ limited

“ limited by them for that Purpose, the Matter in question shall  
 “ be referred, at the like Expence of the said Company, to a Third  
 “ Engineer as Umpire, who shall be named by the Two first-men-  
 “ tioned Engineers before they shall enter on the Business referred to  
 “ them; and the Award or Awards of the said Referees or Umpire (as  
 “ the Case may be) shall from Time to Time be enrolled in the  
 “ Office of the Clerk of the Peace for the said West Riding of the  
 “ County of *York* within One Calendar Month after the Date and  
 “ Execution thereof; and a Copy of the same, signed by the Clerk of  
 “ the Peace for the said Riding or his Deputy, shall be deemed good  
 “ Evidence thereof in all future Inquiries: Provided always, that in  
 “ every Arbitration and Reference to be had and made by virtue of  
 “ the Provisions last herein-before contained, after the Expiration  
 “ of Two Years from the Time when the said Drift or Tunnel shall  
 “ have been completed, it shall be in the Discretion of the said  
 “ Referees or Umpire (as the Case may be) to award that the  
 “ Complaint has been frivolous or vexatious, and to award such  
 “ Costs therein as he or they may think reasonable:” And it is by  
 the said recited Act further enacted, “ That for the Purpose of  
 “ appointing a Referee to act in the Premises on behalf of the  
 “ Owners, Lessees, and Occupiers of the said Mills and other Works  
 “ and Property upon or near to the said *Addle Beck*, it shall be  
 “ lawful for the Owners and Lessees for Years of Mills, Dyehouses,  
 “ and Tanyards upon or near to the said *Addle Beck*, or any Three  
 “ or more of them, to give Notice by Writing under their Hands of  
 “ a Meeting to be held for the Nomination and Appointment of such  
 “ Referee from Time to Time, and such Notice shall be given by  
 “ inserting a Copy of the same once in all the Newspapers which  
 “ shall then be published in *Leeds* at least Two Weeks prior to the  
 “ holding of such Meeting, the precise Time and Place of which  
 “ Meeting (such Place being the Court House or some public Inn or  
 “ Building in *Leeds*) shall be expressed in the said Notice; and at  
 “ such Meeting the Majority in Number of the Owners and Lessees  
 “ for Years of the said Mills, Dyehouses, and Tanyards then and  
 “ there present, by themselves or their Agents, from Time to Time  
 “ shall name and by Writing under their Hands appoint an Engineer  
 “ to act in the Premises on behalf of all the Owners, Lessees, and  
 “ Occupiers of Mills and other Works and Property upon or near to  
 “ the said *Addle Beck*; and any Vacancy in such Appointment by  
 “ Death, Incapacity, or Refusal to act (if any should occur) shall be  
 “ supplied from Time to Time in like Manner; provided never-  
 “ theless, that in the Nomination of the said Referee at any such  
 “ Meeting, and in computing the Majority of Votes, all Firms and  
 “ Companies of Partners, being Owners or Lessees for Years of any  
 “ such Mills, Dyehouses, or Tanyards as aforesaid, shall only have  
 “ One Vote in respect of each such Partnership Property:” And it is  
 by the said recited Act further provided and enacted, “ That in case  
 “ the said Company, or the said *George Lane Fox*, or *William*  
 “ *Thomas Carruthers*, or the said *Henry Englefield*, or the Owner  
 “ or Owners for the Time being of their respective Estates, or the  
 “ Owners or Lessees for Years of the said Mills, Dyehouses, and Tan-  
 “ yards, or any of them, (as the Case may be,) shall neglect or refuse

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“ for

“ for Twenty-one Days next after Notice shall have been given to or  
 “ by the said Company of the said Intention to refer the Matter in  
 “ dispute to Arbitration, to appoint a Referee to determine the Mat-  
 “ ters in dispute as aforesaid, or in case the said Two Referees shall  
 “ not within One Calendar Month next after their Appointment agree  
 “ in naming and appointing an Umpire between them or any of  
 “ them, and in fixing a Time for making their Award in the Premises,  
 “ it shall be lawful for any Two or more of Her Majesty’s Justices of  
 “ the Peace for the West Riding of the County of *York* (not inte-  
 “ rested in the Matters in question), and they are hereby required, at  
 “ the General Quarter Sessions or at any Special Sessions to be  
 “ holden for the said Riding, upon Ten Days previous Notice in  
 “ Writing being given to the Party neglecting or refusing to appoint  
 “ such Referee or Umpire as aforesaid, to name and appoint some fit  
 “ and proper Person to be a Referee or Umpire to determine such  
 “ Matters in dispute as aforesaid, or to fix the Time for making their  
 “ Award, as the Case may be, and such Referee or Umpire so  
 “ appointed is hereby empowered to act and determine in such Refe-  
 “ rence in the same Manner as if he had been originally appointed  
 “ to act therein by the Party or Parties so neglecting or refusing as  
 “ aforesaid, and the Time for making the Award so fixed by such  
 “ Justices shall be conclusive; and in case the said Referees or  
 “ Umpire, or either of them, shall die, or refuse or neglect or become  
 “ incapable to act in the said Reference, before the same shall be  
 “ determined, then other fit and proper Persons shall be in like  
 “ Manner chosen and appointed in the Room and Stead of the  
 “ Referee or Umpire so dying, or neglecting or refusing or becoming  
 “ incapable to act in the Premises; and the Award and Determination  
 “ of such new Referees or Referee, or Umpire, as the Case may be,  
 “ shall be binding and conclusive on all the Parties interested and  
 “ concerned in such Reference:” And it is by the said recited Act  
 further provided, “ That in every Case of Reference under any of the  
 “ Provisions of this Act the Agreement or Submission to such Refe-  
 “ rence shall be made a Rule of One of Her Majesty’s Courts of  
 “ Record at *Westminster*; and the Costs of such References from  
 “ Time to Time, in all Cases not otherwise provided for by this Act,  
 “ shall be borne and paid by such Party or Parties and in such  
 “ Manner as the Costs attending any Damages or other Matter  
 “ required to be ascertained and settled by a Jury are herein directed  
 “ to be borne and paid; provided always, nevertheless, that nothing  
 “ herein contained shall prevent or prejudice any Party or Parties  
 “ who may be in dispute or difference touching any Matter or Thing  
 “ done, or alleged or threatened or intended to be done, contrary to  
 “ the Powers, Authorities, or Provisions herein contained, or any of  
 “ them, from or in commencing and prosecuting any Action, Bill, Suit,  
 “ Prosecution, or Complaint, or other Proceedings in any of Her Majesty’s  
 “ Courts of Law or Equity:” And it is by the said recited Act fur-  
 ther provided and enacted, “ That in case the said Company, or the  
 “ said Owners and Lessees for Years of Mills, Dyehouses, and Tan-  
 “ yards, or the said *George Lane Fox, William Thomas Carruthers,*  
 “ or *Henry Englefield,* or the Owners or Owner for the Time being  
 “ of the said Estates respectively, shall refuse or neglect to attend, by  
 “ themselves

“ themselves or their Agents, the Referees or Umpire, when required  
“ so to do, by such Notice to them as the said Referees or Umpire  
“ shall think necessary, it shall be lawful for the said Referees or  
“ Umpire to proceed *ex parte* and in the same Manner as if all the  
“ said Parties had duly attended such Reference ; and the Decision of  
“ such Referees or Umpire shall be binding and conclusive on all  
“ Parties interested therein, notwithstanding such Refusal or Neglect  
“ to attend the said Referees or Umpire as aforesaid:” And it is by  
the said recited Act further enacted, “ That in case of Nonpayment  
“ of any of the Compensations or Damages herein provided and  
“ secured to be ascertained and paid by the said Company, or any  
“ Part thereof, by the Space of Three Calendar Months next after  
“ the same shall have been awarded or adjudged to or become  
“ payable to the Person or Persons entitled to receive the same, it  
“ shall be lawful for such Person or Persons, or any of them respec-  
“ tively, to recover the same by Action of Debt in any of Her  
“ Majesty’s Courts at *Westminster*, and have Execution for the same  
“ against and upon the said Waterworks, Property, Estate, Rates,  
“ Monies, or Effects to be acquired by the said Company by virtue  
“ of this Act ; and further, that if any of the said Compensations or  
“ Damages herein provided to be paid, or any Part thereof, shall  
“ remain and be unpaid by the Space of Three Calendar Months  
“ next after the same shall be ascertained as herein provided, and  
“ Demand thereof made, then and in such Case, and whenever the  
“ same shall so happen, it shall be lawful for the Person or Persons  
“ so entitled to the same Compensation and Damages, or any of them,  
“ to apply, by way of cumulative Security and Execution for the  
“ Payment of the said Compensation or Damages, or so much thereof  
“ as shall remain unpaid, to Two or more Justices of the Peace for  
“ the West Riding of the County of *York* ; and it shall be lawful for  
“ such Justices of the Peace and they are hereby respectively  
“ required, on Request to them made by or on behalf of the said  
“ Party to whom the Compensation or Damages, or any Part thereof,  
“ shall be due and unpaid, by an Order under their Hands to appoint  
“ some Person (on Security being given by him to the Satisfaction of  
“ the said Justices for the due and faithful Performance of his Office,  
“ and for the rendering of a just and true Account of all his Receipts  
“ and Payments by virtue thereof, when thereto required by the said  
“ Justices,) to receive the whole or such Parts of the Water Rents or  
“ Sums payable to or to be derived by the said Company under or  
“ by virtue of this Act ; and such Person so to be appointed shall  
“ thereupon be empowered to receive and take such Water Rents or  
“ Sums of which he shall be so appointed Receiver, and in his Name  
“ to give Receipts and Acquittances for the same, and also to use all  
“ and every Means to recover and obtain Payment of the same  
“ by using the Name of the said Company, in such and the same  
“ Manner and by such Ways and Means as the said Company are  
“ by this Act authorized and empowered to recover and obtain  
“ Payment of the said Water Rents and Sums of Money ; and the  
“ Money so to be received by such Person appointed as aforesaid  
“ to receive the said Water Rents and Sums of Money is hereby  
“ declared to be so much Money received by or to the Use of the  
“ Party

“ Party or Parties to whom the said Compensation or Damage shall  
 “ be due and unpaid, until such Compensation and Damages, together  
 “ with the Costs and Charges of recovering and receiving the same,  
 “ shall be fully ascertained and paid ; and from and after any Appoint-  
 “ ment of such Receiver the said Company, or their Officers, Servants,  
 “ or Agents, shall not be empowered to receive the said Rents and Sums  
 “ of Money, or any of them, until the said Compensation, Debt, or  
 “ Damage, and all Costs, Charges, and Expences attending the Reco-  
 “ very of the same, shall from Time to Time be fully and satisfied ;  
 “ and the Person or Persons by whom such Water Rents and Sums  
 “ of Money shall become payable shall not be required to ascertain  
 “ or inquire whether the said Debt, Damages, Costs, Charges, and  
 “ Expences, or any Part thereof, shall remain unsatisfied or unpaid,  
 “ but the Receipt or Receipts of the said Receiver shall be a good  
 “ Discharge for the Rents or Sums of Money in such Receipt or  
 “ Receipts expressed to be paid :” And it is by the said recited Act  
 further provided and enacted, “ That the Water hereby authorized  
 “ to be conveyed for the Use of the said intended Waterworks in  
 “ and through the respective Lands of the said *William Thomas*  
 “ *Carruthers* and the said *Henry Englefield*, situate in the said  
 “ Parishes of *Addle* and *Leeds* respectively, shall be so conveyed in  
 “ a covered Piping, Aqueduct, or Conduit, to be laid and con-  
 “ tinued underground through their said respective Lands :” And it  
 is by the said recited Act further provided and enacted, “ That  
 “ nothing herein contained shall extend or be deemed or construed to  
 “ extend to authorize or empower the said Company, in making any  
 “ Conduits, Aqueducts, Watercourses, or other Works for the Pur-  
 “ poses of this Act, to intersect, interrupt, or otherwise interfere with  
 “ the working of the Quarry of Stone now open within the Estate of  
 “ the said *Henry Englefield* in the Township of *Headingley-cum-*  
 “ *Burley*, but, on the contrary, that the Line of the said Works, as  
 “ shown in the said Plan deposited in the said Office of the Clerk of  
 “ the Peace, shall be so far diverted and turned within the Limits  
 “ allowed by this Act towards the South-east as shall be sufficient to  
 “ avoid as far as is practicable, consistent with the due Preservation  
 “ of the Levels of the said Waterworks, all such Interference, and to  
 “ leave the said Quarry in a Condition to be worked and carried on  
 “ without Interruption throughout the remaining Part of the Bed of  
 “ Stone in the said Estate ; and in case any Damage or Injury shall  
 “ notwithstanding be done to the said Quarry or Quarry Ground, or  
 “ the Owner, Lessees, or Tenants thereof, the said Company shall  
 “ and they are hereby required to make full Compensation for such  
 “ Damage or Injury to the said *Henry Englefield* and such Lessees  
 “ or Tenants, the Amount of such Compensation to be determined,  
 “ in case of Dispute, by a Jury or by Arbitration, at their Option, in  
 “ manner herein especially provided for :” And whereas it is expe-  
 dient that the said several Clauses and Provisions herein-before men-  
 tioned and in the said recited Act contained, for the Protection of and  
 Compensation to the said several Landowners, Millowners, and others  
 therein mentioned or referred to, and all Proceedings in pursuance  
 thereof, should be continued in force in manner herein-after men-  
 tioned : Be it therefore enacted, That all and singular the said several  
 Clauses,

Clauses  
 herein-  
 before re-  
 cited for the  
 Protection  
 of Land-  
 owners, Mill-  
 owners, &c.  
 to remain in  
 force.



Clauses, Powers, Provisions, and Enactments herein-before mentioned, and in the said recited Act contained, shall be and the same are hereby declared to be and remain in full Force and Effect, save and except so far as they are expressly varied by or inconsistent with the Clauses and Provisions by this Act enacted, and that all Deeds, Covenants, Agreements, Contracts, References, Awards, Acts, Proceedings, Matters, and Things whatsoever, made, done, executed, commenced, prosecuted, or pending under or by virtue of the same or any Part thereof respectively, shall be and remain in full Force, and shall not in any Manner become invalidated, void, discharged, abated, discontinued, or in any Manner prejudiced or affected by the Repeal of the said recited Act, but shall and may be executed, continued, and put in force under this Act, in like Manner and to all Intents and Purposes as if all such Deeds, Covenants, Agreements, Contracts, References, Awards, Acts, Proceedings, Matters, and Things respectively, had been made, done, commenced, prosecuted, or carried on under this Act by the Company hereby incorporated.

LXIV. And whereas it is apprehended by the said Owners, Lessees, and Occupiers of Mills and other Works interested in the aforesaid Springs and Waters heretofore flowing into *Addle Beck* (but disputed by the said Waterworks Company), that the Works authorized by the said recited Act have had the Effect of diverting, taking away, detaining, or diminishing the Supply of Water heretofore available for the Purposes of the said Mills and other Works on the said Beck called *Addle Beck*, in the various Parts of its Course to the River *Aire*, to the great Loss and Injury of the Owners, Lessees, and Occupiers of the said Mills and other Works situated thereon through the whole of its Course: And whereas for the Purpose of ascertaining and determining whether the Works of the said Company have diverted, taken away, detained, or diminished the Supply of Water available for the Purposes of the said Mills and other Works as aforesaid, contrary to the Provisions of the said last-mentioned Act, the Matters thereof being in dispute between the said Water Company and the said Owners, Lessees, and Occupiers of Mills and other Works were some Time ago referred to Two Engineers respectively appointed by the said Company and the said Owners, Lessees, and Occupiers for that Purpose, pursuant to the said last-mentioned Act, which Referees not having agreed to make their Award in the Premises, the same were and now stand referred to *William Cubitt*, Civil Engineer, as the Umpire appointed for that Purpose, pursuant to the said last-mentioned Act, who has not yet made any Award in the Premises: And whereas there is no Provision in the said recited Act for the Substitution of any other Supply of Water, or for making Compensation to such Owners, Lessees, and Occupiers of Mills and other Works last mentioned for any Loss or Injury which they may have sustained or may hereafter sustain by any such diverting, taking away, detaining, or diminishing such Supply of Water as last aforesaid, (if any such Damage, Loss, or Injury has or shall be found to have been done or committed,) nor is there any Provisions contained in such recited Act for carrying into execution the Award of the said *William Cubitt*

Injuries apprehended contrary to the Act hereby repealed referred to Arbitrators, whose Decision shall be final.

[*Local.*]

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when

when the same shall be made, in case the said *William Cubitt* shall award and adjudge that the Owners, Lessees, and Occupiers of the said Mills and other Works have sustained by reason of the Works and Operations of the said Waterworks Company any Damage or Injury, by the diverting, taking away, detaining, or diminishing the Supply of Water theretofore flowing in or into *Addle Beck*, contrary to the Provisions contained in the said last-mentioned Act, and it is therefore expedient that Provision should be made for amending and enlarging the Powers in that Behalf in manner as herein-after mentioned; be it therefore enacted, That in case the said *William Cubitt* shall award that the said Company, by reason or means of their Works or Operations, have diverted, taken away, detained, or diminished such Supply of Water theretofore flowing into *Addle Beck*, contrary to the Provisions of the said last-mentioned Act, it shall be lawful to and for the said *William Cubitt* and he is hereby authorized and empowered, by any Writing under his Hand, to ascertain, award, and determine what Recompence or Compensation in Money shall be made for the same by the said Company to the Owners, Lessees, and Occupiers of Mills and other Works on the said *Addle Beck*, *Weetwood Beck*, *Sheepscar Beck*, and *Lady Beck*, in the different Parts of its Course to the River *Aire*, for the Injury which they may have hitherto sustained thereby, and also what further Compensation shall be made by the said Company to the said Owners, Lessees, and Occupiers of Mills and other Works, for the Injury which, in the Judgment of the said *William Cubitt*, they may hereafter sustain by such Diversion, taking away, Detention, or Diminution of such Supply of Water, and whether the same shall be made by the said Company at their Expende, by restoring and conveying any and what regular Supply of Water into the said *Addle Beck*, and the Means and Manner thereof (which he is hereby authorized and required to do, if practicable), or by the Payment of any Sum or Sums of Money by the said Company or otherwise in lieu thereof, and within such Time or Times, and to what Owners of such Mills and other Works respectively as aforesaid, and in what Proportions, and subject to such other Terms and Conditions as the said *William Cubitt* in his absolute Discretion shall think proper; and the Award of the said *William Cubitt* in the Premises shall be final and binding on all Parties, and be acquiesced in and observed by them respectively; provided that if the said *William Cubitt* shall not make and complete the said Award within the Space of Twelve Calendar Months next after the passing of this Act, or shall depart this Life before the making and Completion thereof, then such Award, Recompence, Compensation, Matters, and Things last aforesaid, and also all other Matters now subject to the Award of the said *William Cubitt* under the Powers and Provisions contained in the said recited Act, shall be referred to and determined by the Recorder of *Leeds* for the Time being, with and under the Powers last aforesaid, and with such and the like Powers, Authorities, and Conditions as are given by this Act for securing and giving Compensation to Owners and Occupiers of Lands and others who may be damaged and injured by the said Company in constructing the Works by this Act authorized to be made or constructed.



or any other Person who shall be appointed Recorder of the said Borough, in the same Manner as if the same had been originally referred to him individually, and so from Time to Time until a final Award shall be made: Provided always, that any Recorder to whom any such Dispute or Difference may be referred in consequence of the Death of the preceding Recorder, or of his ceasing to be Recorder of the said Borough before he shall have made his final Award therein, shall be at liberty (if he shall think proper so to do) to adopt and act upon all or any of the Information or Evidence which may have been collected and reduced into Writing by his immediate or any other Predecessor in prosecution of or for the Purposes of the said Inquiry.

Recorder to proceed in Reference as he thinks proper, and may employ Engineers and others.

LXVIII. And be it enacted, That the Recorder for the Time being of the Borough of *Leeds* to whom any such Dispute or Difference shall have been or shall stand referred may proceed in the said Arbitration in such Manner as he, in the uncontrolled Exercise of his Discretion, shall think proper, and may take the Opinion of and employ such Engineers and other Persons to assist him in the said Arbitration, and pay to them such Sums of Money for their Services, as he shall think necessary or sufficient; and the said Recorder, if he shall direct Compensation in Water to be made by the said Waterworks Company (which he is hereby authorized and required to do, if practicable,) to the said Owners, Lessees, and Occupiers for the Time being of the said Mills and other Works on *Addle Beck* aforesaid, or any of them, may (whether the Question shall or shall not have been referred) decide upon the Quantity and Quality of the Water to be restored by the said Waterworks Company, and the Mode and Manner of restoring the same, and the said Waterworks Company shall in any such Case restore the same in the Manner and Quantity and Quality which may be so directed.

Mode of ascertaining Amount of Money Compensation.

LXIX. Provided always, and be it enacted, That if the Recorder to whom any such Dispute or Difference shall have been or shall stand referred shall be of opinion that the Compensation to be made by the said Waterworks Company to the said Owners, Lessees, and Occupiers for the Time being of the said Mills and other Works on *Addle Beck* aforesaid, or any of them, shall be made in Money, and not in Water, then the Recorder, in determining the Amount of such Compensation, shall take into account the Expence which may have to be incurred in order to provide and maintain to and for the Use of such Mills and other Works competent and sufficient Purchase or Power for working the same equal to the Loss of Power and Use which may have been occasioned to or sustained by such Mills and Works or any of them by reason or means of any such Diversion, Loss, Detentions, or Diminutions of Water as aforesaid; or in lieu of any such mechanical Power the said Recorder, in determining the Amount of such Compensation, shall take into account the Expence which may have to be incurred in order to provide or procure and bring to the Works of the said Owners, Lessees, and Occupiers of Mills and other Works on the said *Addle Beck*, and to continue to the same respectively, a Supply of Water equal in Quantity and Quality to that of which they respectively may have been deprived by or in consequence

consequence of any of the Works of the said Waterworks Company, as well as the actual Loss which they may have theretofore sustained by reason of their Supply of Water having been thereby diminished, to the End and Intent that there may be restored and perpetually secured to the said Owners, Lessees, and Occupiers for the Time being of the said Mills and other Works on *Addle Beck* aforesaid a Supply of Water equal in Quantity and Quality to that which shall have been so taken away, diverted, detained, or diminished by or in consequence of the Works by the said recited Act authorized.

LXX. And be it enacted, That all the Costs, Charges, and Expences which have been or shall be incurred by or in anywise relating to the Reference to the said *William Cubitt*, and of the Matters so referred to him as aforesaid, whether the same shall be determined by his Award or by the Award of any other Person, shall be borne and paid by the said Company; and the Costs, Charges, and Expences of and attending any other Reference to Arbitration as aforesaid, including the Compensation to be made to the Recorder by whom the final Award shall be made, and to his immediate and any other Predecessor, for his or their Trouble, and the Compensation to be made to any Engineers and other Persons who may be consulted or employed by any Recorder as aforesaid, shall be in the Discretion of the Recorder by whom the final Award shall be made, who shall direct by whom and to whom and in what Manner the same shall be paid; and the said Recorder shall be at full Liberty, if he shall see fit so to do, to direct that all or any of such Costs and Expences shall be reckoned as between Attorney and Client, and not as between Party and Party.

Costs of Arbitration.

LXXI. And be it enacted, That the Award and Determination of the said *William Cubitt* and of the Recorder to whom any such Dispute or Difference as aforesaid may have been or shall stand referred concerning the Matters referred to them respectively shall be final and binding upon all Parties, and be acquiesced in and observed by them accordingly.

Award to be final.

LXXII. And be it enacted, That if the said *William Cubitt* or the Recorder to whom any such Dispute or Difference as aforesaid may have been or shall stand referred shall by his Award direct any Sum of Money to be paid by the said Waterworks Company to the said Owners, Lessees, or Occupiers for the Time being respectively of the said Mills and other Works on *Addle Beck* aforesaid, and such Sum of Money shall not be paid at the Time and in the Manner in the said Award appointed for Payment thereof, it shall be lawful for the said Owners, Lessees, and Occupiers for the Time being of the said Mills and other Works on *Addle Beck* aforesaid to whom such Sum of Money shall have been awarded to recover the same by Action of Debt against the said Waterworks Company in any of Her Majesty's Superior Courts of Record at *Westminster*, and to have Execution for the same against and upon the Works and Property of the said Waterworks Company.

Power to recover Compensation awarded by Referees respecting Disputes.

Compen-  
sation to  
Owners, &c.  
on Addle  
Beck in lieu  
of Waters  
diverted, &c.  
by Execu-  
tion of Works  
under this or  
recited Act.

LXXIII. And whereas it is expedient that the said Owners and Lessees for Years for the Time being of Mills and other Works on *Addle Beck*, mentioned or referred to in and by the said recited Act, and the said Waterworks Company, should have Power to treat and agree together, and to release each other, in manner and for the Objects and Purposes herein-after mentioned; be it therefore enacted, That it shall and may be lawful to and for the said Owners and Lessees, and they are hereby authorized and empowered, at any Time or Times hereafter when they shall deem it expedient to treat and agree with the said Waterworks Company, to accept and receive from the said Company, and it shall be lawful to and for the said Company, at any Time when they shall think fit, at any General or Special General Meeting of the said Company, to authorize or empower the Directors of the said Company to pay to the said Owners and Lessees, any Sum or Sums of Money in lieu of and as a Substitution for all or any Waters which have already been or may hereafter be diverted, detained, or diminished by reason of any of the Works already executed or which hereafter may be executed by the said Waterworks Company under the Powers of the said recited Act or of this Act, or which may have been or may be executed under the *Leeds and Thirsk Railway Act, 1845*, or any of them, and in lieu of and as a Substitution for all or any Waters which may be apprehended or alleged by the said Owners and Lessees to have already been or may hereafter be so diverted, detained, or diminished contrary to the Provisions of this or the said recited Act; and in case the said Owners and Lessees shall agree to accept and take, and the said Waterworks Company shall agree to pay, any such Sum or Sums of Money, and upon Payment thereof accordingly in manner herein-after provided, the said Waterworks Company shall thenceforth be wholly and effectually and for ever released and discharged of and from all the Liabilities, Duties, Responsibilities, Powers, Authorities, Claims, and Demands whatsoever mentioned and provided for in and by the said recited Act or this Act, and the said Company shall no longer be bound or required to provide, restore, or make Compensation or otherwise be subject to any Claim or Demand for any Water which by the Means or Operations of their Works under the said recited Act or this Act may have already been or may hereafter be diverted, detained, diminished, or otherwise prevented from flowing into the said *Addle Beck* in any Part of its Course from *Blackhill Dam* to the River *Aire*.

Mode of  
Receipt and  
Application  
of such Com-  
pensation.

LXXIV. And be it enacted, That it shall be lawful for any Three or more of the said Owners or Lessees to be appointed for that Purpose at any Meeting of the said Owners and Lessees specially convened for that Purpose in the Manner and Form by the said recited Act provided for the convening of Meetings of the said Owners and Lessees, to receive any such Sum or Sums of Money which may be so agreed to be paid by the said Waterworks Company and received by the said Owners and Lessees for or on the Behalf of all such Owners and Lessees, and to give to the said Waterworks Company good and sufficient Receipts, Releases, and other Discharges for the same; and after Payment thereof by the said Waterworks Company to such Three or more Persons so to be appointed as aforesaid to receive the same, and having obtained their Receipt, Release, or other

Discharge

Discharge from the same, the said Waterworks Company shall not afterwards be bound or liable to see to the Application of such Money or any Part thereof, nor be in any Manner answerable for the Misapplication or Nonapplication thereof, but shall thenceforth be effectually and for ever discharged from the same, and from all the said Liabilities, Duties, Responsibilities, Powers, Authorities, Claims, and Demands as aforesaid.

LXXV. And whereas in and by the said recited Act it is further enacted and provided as follows; (that is to say,) “That from and at  
 “ any Time after the Expiration of Twelve Years, to be computed  
 “ from the passing of this Act, it shall and may be lawful to and for  
 “ the Council of the said Borough of *Leeds* to require and demand of  
 “ the said Company to sell and dispose of to the said Council and  
 “ their Successors (who are hereby authorized and empowered from  
 “ Time to Time to purchase) all or any Part of the Shares of and in  
 “ the said Joint Stock of the said Company, upon the Terms and  
 “ Conditions and subject as herein-after mentioned; that is to say,  
 “ that for every Share so to be purchased the said Council shall and  
 “ they are hereby required to pay the full Amount of the Principal  
 “ Money which shall have been paid and advanced in respect thereof;  
 “ together with all Arrears, if any, which may at the Time of such  
 “ Purchase be required to make up the Interest on every such pur-  
 “ chased Share to the full Amount or Rate of Six Pounds *per Centum*  
 “ *per Annum*, to be computed from the Time or respective Times of  
 “ the original Advances made on such Shares respectively to the  
 “ Time or respective Times when such Shares shall be respectively  
 “ so purchased by the said Council; and for determining the Order  
 “ in which the Shares of the several Proprietors of the said Joint  
 “ Stock shall be so purchased by the said Council (in case there shall  
 “ be any Refusal on the Part of any of such Proprietors to sell and  
 “ dispose of his Share therein) the said Council shall and they are  
 “ hereby required from Time to Time to give to the said Company  
 “ or to the Directors thereof Notice in Writing of the Amount or  
 “ Number of Shares which such Council shall be desirous of pur-  
 “ chasing, and the said Directors shall, within Twenty-one Days from  
 “ the Delivery of such Notice, or within such further Time as shall  
 “ be specified in such Notice (unless in the meantime a sufficient  
 “ Number of Proprietors in the said Company shall signify to the  
 “ said Directors their Willingness to sell the required Number of  
 “ Shares), cause a List to be made of all the then existing Shares of  
 “ the said Joint Stock, distinguishing the same by their appropriate  
 “ Numbers, and shall at a Special Meeting of the said Directors to  
 “ be called for that Purpose, not being later than Six Weeks from  
 “ the Delivery of such Notice, fix and determine by Lot which of the  
 “ said Shares to the Amount required in such Notice shall be sold  
 “ to the said Council, and when the Shares to be sold from Time to  
 “ Time shall have been so ascertained as aforesaid the Owners or  
 “ Proprietors of the Shares so ascertained shall be bound and are  
 “ hereby required to sell, assign, and transfer such Shares to the said  
 “ Council upon the Terms and Conditions herein-before contained;  
 “ and when and so soon as the said Council shall have purchased or  
 “ shall

Recital of  
 Clauses 167.  
 and 168. of  
 former Act,  
 for the Pur-  
 chase of the  
 Works by  
 the Corpo-  
 ration of  
 Leeds.

“ shall otherwise have become the Proprietors of all the Shares in the  
 “ said Joint Stock, then the said Company shall and they are hereby  
 “ authorized, empowered, and required to convey and assure all and  
 “ every the said Waterworks, Lands, Tenements, and Hereditaments,  
 “ and all and every the Mains, Pipes, Reservoirs, and Aqueducts of  
 “ every Kind and Description thereto belonging, and all and every  
 “ the Sum and Sums of Money, Securities, Rents, Property, and  
 “ Effects of or belonging or due or owing to the said Company, and  
 “ all the Estate, Right, Title, Interest, Powers, Privileges, Liberties,  
 “ Licences, Authorities, Benefit, Advantage, Claim, and Demand  
 “ whatsoever of or belonging to the said Company as aforesaid  
 “ therein or thereto, so far as the same shall then be subsisting  
 “ and capable of being used and exercised in the Management of the  
 “ said Waterworks, to the said Council and their Successors, who shall  
 “ thenceforth and for ever thereafter hold, possess, and enjoy the  
 “ same, and exercise all the Powers of this Act for the Purposes and  
 “ according to the true Intent and Meaning thereof, in as full and  
 “ ample a Manner to all Intents and Purposes as the said Company  
 “ could or might have exercised or enjoyed the same; and all and  
 “ every the Powers, Provisions, Regulations, Matters, and Things in  
 “ this Act contained for enabling the said Company to purchase, or  
 “ for incapacitated and other Corporations or Persons to sell and  
 “ convey, Lands or Hereditaments for the Purposes of this Act, shall  
 “ extend and be applicable, as far as Circumstances will permit,  
 “ to the purchasing, selling, assigning, and conveying of the said  
 “ Waterworks and Hereditaments thereto belonging, and the several  
 “ Shares of the respective Parties thereof and therein, and also the  
 “ said Mains, Pipes, Reservoirs, and Aqueducts, Powers, Liberties,  
 “ Licences, Authorities, and Premises herein mentioned or referred  
 “ to, and shall or may be used and adopted accordingly:” And it is  
 provided (by the said recited Act), “ That as and when the said  
 “ Council shall have begun and proceeded with the Purchase of the  
 “ said Shares, all and every the Sums of Money which shall be  
 “ received by them as and for Dividends or Profits upon such  
 “ Shares (over and above what may be necessary to discharge the  
 “ Interest that may accrue on the Money to be borrowed by the said  
 “ Council for the Purpose of enabling them to make such Purchase,  
 “ and after providing for Payment of all Expences,) shall be appro-  
 “ priated to the Formation of a Fund, of which a separate and distinct  
 “ Account shall be kept, and which shall be from Time to Time  
 “ applied towards the Purchase of the Remainder, if any, of the said  
 “ Shares as aforesaid, and the Discharge of the Debt incurred by the  
 “ said Council in raising such necessary Funds as aforesaid, and after-  
 “ wards to the Discharge of all the remaining Debt owing in respect  
 “ of the said Waterworks, or secured thereon by virtue of this Act:”  
 And it is by the said recited Act provided also, “ That when and so  
 “ soon as all the said Shares shall have been purchased, and the Debt  
 “ incurred by the said Council shall be discharged by the Means  
 “ aforesaid, the Amount of the Rents charged to the said Inhabitants  
 “ in respect of Water supplied through the said Waterworks shall be  
 “ reduced in proportion to the Diminution of the annual Charge and  
 “ Expences thereof, and thenceforth no greater Water Rents shall be  
 “ charged



“ charged to the said Inhabitants for the Supply of such Water than  
 “ shall be sufficient to defray the annual Expences of maintaining the  
 “ said Waterworks, and the incidental current annual Expence of the  
 “ same, and to augment and from Time to Time renew and continue  
 “ the reserved Fund herein-before authorized to be raised for special  
 “ and extraordinary Purposes, so that the same shall amount to Ten  
 “ thousand Pounds and no more, the Rate of such Augmentation  
 “ of the said reserved Fund not to exceed the Sum of Five hundred  
 “ Pounds in any One Year, and such reserved Fund to be held and  
 “ applied by the said Council in trust for the Purposes of this Act,  
 “ and for no other Use, Intent, or Purpose whatsoever; and that for  
 “ the Purpose of better enabling the Council of the said Borough of  
 “ *Leeds* and their Successors from Time to Time to raise the neces-  
 “ sary Sums of Money for the Purchase of the said Shares and  
 “ Interest of and in the said Waterworks and Undertaking (until  
 “ the said Shares and Works shall be wholly purchased, conveyed,  
 “ and assured as herein-before provided for), it shall and may be  
 “ lawful to and for the said Council and their Successors from Time  
 “ to Time to contract and agree with any Person or Persons for the  
 “ Loan of and to borrow any Sum and Sums of Money, at such Rate  
 “ of Interest as may be agreed upon between the said Council and  
 “ any such Person or Persons, and thereupon to assign and transfer,  
 “ or to authorize and require to be assigned and transferred, in such  
 “ Manner and Form and upon such Terms and Conditions as the said  
 “ Council and such Person and Persons shall or may from Time to  
 “ Time agree upon, all or any of the Shares which shall be so pur-  
 “ chased by the said Council under the Powers aforesaid, to the  
 “ Person or Persons who shall agree to advance and lend the said  
 “ Monies, or any Part thereof, as a Security to such Person or  
 “ Persons for the Repayment of the said Principal Monies so to be  
 “ advanced by him or them for the Purposes aforesaid, and the  
 “ Interest to become due thereon:” And whereas it is expedient that  
 the said Enactments, Powers, and Provisions contained in the said  
 recited Act for vesting the Works and Property of the said Company  
 in the Council of the Borough of *Leeds*, and for limiting the Rate of  
 Dividends to be paid on the Capital of the said Company, should be  
 continued in force as herein-after mentioned: Be it therefore enacted,  
 That all and every the said Enactments, Clauses, Powers, and Provi-  
 sions herein-before mentioned, and in the said recited Act contained,  
 for enabling the Council of the Borough of *Leeds* to purchase the  
 Works and Property of the said Waterworks Company and any Shares  
 therein, and for raising Money for that Purpose, and for vesting the  
 same in the said Council, and for limiting and defining the Rate of  
 Dividends to be paid in the meantime to Proprietors of Shares in the  
 said Company, and for executing all other the Matters and Things  
 touching or relating to the same therein respectively contained, shall  
 be and the same are hereby declared to be in full Force and Effect,  
 and that all the Works, Shares, and other Property of and in the said  
 Company, possessed or acquired either under or by virtue of the  
 said recited Act, or which may be possessed or acquired under this  
 Act, shall be and the same are hereby declared to be subject and  
 liable to the said several Enactments, Clauses, Powers, and Provisions,

[Local.]

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and

Confirming  
 Powers of  
 former Act  
 for the Pur-  
 chase of the  
 Works by  
 the Corpo-  
 ration of  
 Leeds, and  
 providing  
 for the  
 Limitation of  
 Dividends.

and that each of the said Enactments, Clauses Powers, and Provisions, for the Objects and Purposes aforesaid, shall be and are hereby declared to be and remain in full Force, and may be put in execution by the said Council accordingly.

Public Act. LXXVI. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

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