



CHAPTER xxxvi.

An Act for enabling the Mayor, Aldermen, and Citizens of the city of Manchester, in the county of Lancaster, to obtain a supply of Water from the Lake Thirlmere in Cumberland; and for other purposes. [23d May 1879.] A.D. 1879.

WHEREAS by the Manchester Corporation Waterworks Act, 1847, the mayor, aldermen, and burgesses of the borough of Manchester (now the mayor, aldermen, and citizens of the city of Manchester), in this Act called "the Corporation," were empowered to execute the works in that Act mentioned, for the purpose of supplying water within the limits prescribed by that Act: 10 & 11 Vict.  
c. cciii.

And whereas further powers in relation to the supply of water were granted to the Corporation by the Manchester Corporation Waterworks Amendment Act, 1848, the Manchester Corporation Waterworks Act, 1854, the Manchester Corporation Waterworks Act, 1858, the Manchester Corporation Waterworks Act, 1860, the Manchester Corporation Waterworks Act, 1863, the Manchester Corporation Waterworks Act, 1865, the Manchester Corporation Waterworks and Improvement Act, 1867, the Manchester Corporation Waterworks and Improvement Act, 1869, the Manchester Corporation Waterworks and Improvement Act, 1872, and the Manchester Corporation Waterworks and Improvement Act, 1875, which further Acts, together with the Act of 1847, are herein-after referred to as "the recited Waterworks Acts," and by such further Acts, or some of them, the limits for the supply of water prescribed by the Act of 1847 were extended: 11 & 12 Vict. c. ci.  
17 & 18 Vict.  
c. xxxviii.  
21 & 22 Vict.  
c. lxxxvii.  
23 & 24 Vict. c. xciii.  
26 & 27 Vict. c. lxxviii.  
28 & 29 Vict. c. cxlv.  
30 & 31 Vict. c. xxxvi.  
32 & 33 Vict. c. cxvii.  
35 & 36 Vict. c. xxxi.  
38 & 39 Vict. c. clxi.

And whereas it is expedient for the purpose of enabling the Corporation more effectually to carry out the objects of the recited Waterworks Acts for the supply of water to the city and the district within the limits of supply prescribed by the recited Waterworks Acts, that they should be empowered to obtain a supply of water from the Lake Thirlmere in Cumberland:

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And whereas it is expedient that, as by this Act provided, water should be supplied in bulk by the Corporation to certain local authorities herein-after referred to :

And whereas plans of the works authorised by this Act, and of the lands which the Corporation may acquire under this Act, and sections of the said works and books of reference to such plans, have been deposited with the respective clerks of the peace for the counties of Cumberland, Westmorland, and Lancaster, which plans, sections, and books of reference are in this Act respectively referred to as the deposited plans, sections, and books of reference :

And whereas an estimate has been prepared by the Corporation for the purchase of lands for and for the execution of the new waterworks, and the same amounts to the sum of three million four hundred and twenty-five thousand pounds, and those works are permanent works within the meaning of section 234 of the

38 & 39 Vict.  
c. 55

Public Health Act, 1875 :

And whereas the objects aforesaid cannot be effected without the authority of Parliament :

And whereas an absolute majority of the whole number of the council, at a meeting held on the fourteenth day of August one thousand eight hundred and seventy-eight, after ten clear days notice by public advertisement of such meeting and of the purpose thereof in the "Manchester Guardian" newspaper, a local newspaper published or circulating in the city of Manchester, such notice being in addition to the ordinary notices required for summoning such meeting, resolved that the expense in relation to promoting the Bill for this Act should be defrayed out of the public funds or rates in the hands of the council or hereafter to accrue to them on waterworks account :

And whereas such resolution was published in the said "Manchester Guardian" newspaper, and has received the approval of the Local Government Board :

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

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

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,

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and Commons, in this present Parliament assembled, and by the authority of the same, as follows : A.D. 1879.

1. This Act may be cited for all purposes as the Manchester Corporation Waterworks Act, 1879. Short title.

2. The Lands Clauses Consolidation Acts, 1845, 1860, and 1869, the Waterworks Clauses Acts, 1847 and 1863 (except the provisions of the Waterworks Clauses Act, 1847, with respect to the amount of profit to be received by the undertakers when the waterworks are carried on for their benefit; contained in sections seventy-five to eighty-three, both inclusive), and the clauses and provisions of the Railways Clauses Consolidation Act, 1845, with respect to the temporary occupation of lands near the railway during the construction thereof, are (except where expressly varied or otherwise provided for by this Act) incorporated with and form part of this Act. Incorporation of general Acts.  
8 & 9 Vict. c. 18.  
23 & 24 Vict. c. 106.  
32 & 33 Vict. c. 18.  
10 & 11 Vict. c. 17.  
26 & 27 Vict. c. 93.  
8 & 9 Vict. c. 20.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective meanings, unless there be something in the subject or context repugnant to such construction : Provided always, that in the Acts wholly or partially incorporated with this Act, for the purposes of this Act, and also in this Act, the words and expressions following shall have the several meanings hereby assigned to them, unless there be something in the subject or context repugnant to such construction ; that is to say, Interpretation of terms.

The expressions "the undertakers" and "the promoters of the undertaking" shall mean the Corporation :

The expressions "the railway" and "the centre line of the railway" shall mean respectively the aqueducts by this Act authorised, and the centre lines thereof respectively, as shown upon the deposited plans :

The word "city" shall mean the city of Manchester :

The expression "town clerk" shall mean the town clerk of the said city :

The word "person" shall include a company or body corporate :

The words "city fund" and "city rate" shall respectively mean the borough fund and borough rate mentioned and referred to in the Act to provide for the regulation of municipal corporations in England and Wales (5 and 6 William IV., chapter 76.), and all Acts amending or extending the same :

The expression "superior courts" or "court of competent jurisdiction" shall be read and have effect as if the debt or demand

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with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Council to execute Act.

4. The Corporation by the council are hereby empowered to carry this Act and the several powers thereof into execution.

Authenticati-  
on of  
notices.

5. Any summons, demand, notice, or document to be given, made, or entered into by or on the part of the Corporation under this Act shall be sufficient if signed by the town clerk, and may be in writing or print, or partially in writing and partially in print, and the provisions of the fifty-first section of the Manchester Corporation Waterworks and Improvement Act, 1867, shall apply to every such summons, demand, notice, or other document.

Errors and  
omissions in  
plans and  
books of  
reference  
may be cor-  
rected by  
justices, who  
shall certify  
the same.

6. If any omission, mis-statement, or wrong description shall have been made of any land, or of the owners, lessees, or occupiers of any land, described in the deposited plans or mentioned in the deposited books of reference, the Corporation, after giving ten days notice to the owners, lessees, and occupiers of the lands affected by such proposed correction, may apply to any two justices for the correction thereof; and if it appear to such justices that such omission, mis-statement, or wrong description arose from mistake, they shall certify the same accordingly, and they shall in such certificate state the particulars of any such omission, mis-statement, or wrong description, and such certificate, with the other documents to which it relates, shall be deposited with the clerk of the peace for the county where such lands are situate, and with the town clerk, and such certificate shall be kept by such clerk of the peace and town clerk respectively with the other documents to which it relates; and thereupon such plans or books of reference shall be deemed to be corrected according to such certificate, and the Corporation may take any land in accordance with such certificate as if such omission, mis-statement, or wrong description had not been made.

Certificate to  
be deposited.

Plans to be  
open to in-  
spection.

7. A copy of the deposited plans and books of reference respectively shall be kept by the town clerk, who shall permit all persons to inspect the same at reasonable times, and to make copies and extracts of and from the same respectively, on payment by such person of one shilling for every inspection, and of the further sum of one shilling for every hour during which such inspection shall continue after the first hour, and after the rate of sixpence for every one hundred words copied therefrom.

Certified  
copies of

8. Copies of the deposited plans and books of reference, or of any alteration or correction thereof or extract therefrom, certified

to be correct by the clerk of the peace for the county of Cumberland, or by the clerk of the peace for the county of Westmorland, or by the clerk of the peace for the county of Lancaster, as the case may require, or by the town clerk, which certificate such clerks of the peace and town clerk respectively shall give to all parties interested when required, shall be received in all courts of justice or elsewhere as *prima facie* evidence of the contents thereof.

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plans to be  
evidence.

9. Subject to the provisions and for the purposes of this Act, the Corporation may enter upon, take, and use all or any of the lands defined on the deposited plans and described in the deposited books of reference.

Power to  
acquire lands  
for water-  
works.

10. Subject to the provisions of this Act, the Corporation may make, construct, lay down, and maintain, in the situation and lines and according to the levels shown on the deposited plans and sections relating thereto, and in and upon the lands described upon such plans, the several works herein-after described; (that is to say,)

Power to  
construct  
new works  
for water-  
works pur-  
poses.

1. An embankment for the purpose of raising the level of the water of Lake Thirlmere, such embankment to consist of two parts, and to extend for distances of one hundred and ten yards and one hundred and fifty-three yards or thereabouts respectively on each side of the ridge of rock to the west of the stream known as St. John's Beck, which flows out of the northern end of the said lake, from which embankment the lake when raised will extend in a southerly direction to a point one hundred and fifty-seven yards or thereabouts north-east of the bridge over the stream known as Wyth Burn, called Stackhow Bridge, near to the Steel End Farm Steading;
2. A discharge tunnel, conduit, or line of pipes to commence and to terminate in St. John's Beck aforesaid;
3. A waste watercourse to commence at the level of the water of Lake Thirlmere when raised, and to terminate in the pool on the said beck called Meethom;
4. An aqueduct, conduit, or line of pipes to commence in the stream known as Shoulthwaite Gill, and to terminate in Lake Thirlmere;
5. An aqueduct, conduit, or line of pipes to commence in the stream known as Mill Gill, and to terminate in Lake Thirlmere;
6. A diversion and alteration of the existing turnpike road from Grasmere to Keswick, to commence three hundred and

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fifty-two yards or thereabouts in a northerly direction from Wythburn turnpike gate, and to terminate seven hundred and thirty-three yards or thereabouts in a southerly direction from the junction with the said road of the road to Dale Head Hall, near Thirlspot ;

7. A road on the westerly side of Lake Thirlmere, to commence in the said existing turnpike road from Grasmere to Keswick, at the junction therewith north of Smaithwaite Bridge of the existing road which passes along the westerly side of the lake, and to terminate in the same turnpike road one hundred and forty-six yards or thereabouts in a southerly direction from Wythburn turnpike gate ;
8. A road to commence in the public road passing down the Vale of St. John's, at or near to a place called Green, and to terminate in the new road lastly herein-before described :

All the said works herein-before described will be situate in the township of St. John's Castlerigg and Wythburn, in the parish of Crosthwaite, in the county of Cumberland :

9. An aqueduct, conduit, or line of pipes to commence in the said township of St. John's Castlerigg and Wythburn, and parish of Crosthwaite, in the county of Cumberland, and to be connected with the Lake Thirlmere by a forebay or entrance, and to terminate in the township of Prestwich, in the parish of Prestwich-cum-Oldham, in the county of Lancaster, in the reservoir next herein-after described ;
10. A reservoir wholly situate in the said township of Prestwich and parish of Prestwich-cum-Oldham, in the county of Lancaster, adjoining to and on the west side of the existing Prestwich Reservoir of the Corporation ;
11. An aqueduct, conduit, or line of pipes wholly situate in the said township of Prestwich and parish of Prestwich-cum-Oldham, in the county of Lancaster, to commence in and out of the reservoir lastly herein-before described, and to terminate in the most southerly straining well at the said existing Prestwich Reservoir ;
12. An aqueduct, conduit, or line of pipes to commence in and out of the aqueduct, conduit, or line of pipes ninthly herein-before described, in the township of Little Hulton, in the parish of Dean, in the said county of Lancaster, and to terminate in the Reservoir No. 5, described in and authorised by the Manchester Corporation Waterworks and Improvement Act, 1875, in the township of Denton, in the parish of Manchester, in the said county of Lancaster :

Together with all proper embankments, bridges, roads, ways, wells, tanks, basins, gauges, filters, dams, sluices, waste-weirs, outfalls, discharge-pipes, adits, shafts, tunnels, aqueducts, culverts, cuts, channels, conduits, drains, mains, pipes, junctions, valves, telegraphs, engines, works, apparatus, and conveniences connected with the said works or any of them, or necessary for inspecting, maintaining, cleansing, repairing, conducting, or managing the same.

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**11.** Subject to the provisions of this Act, the waterworks so to be constructed under the authority of this Act shall for all purposes whatsoever, inclusive of rents, rates, and charges, be deemed part of the waterworks undertaking of the Corporation, as if they had been authorised by and included or referred to in the recited Waterworks Acts.

New water-works to form part of waterworks undertaking of Corporation.

**12.** Subject to the provisions of this Act, the Corporation may, in the construction of the new waterworks and roads by this Act authorised and herein-before described, deviate laterally from the lines or position thereof respectively, as shown on the deposited plans relating thereto, to any extent within the limits of deviation defined on those plans, and where the line of any work is shown upon those plans as passing along any road, and no limits of lateral deviation are marked on the deposited plans, the Corporation may in making such work deviate laterally from the line thereof to any extent within the boundaries of such road, but so as not to take or interfere with any property abutting upon such road or adjoining thereto, or any cellar under the footpaths thereof, which are not shown on the deposited plans and described in the deposited books of reference; and the Corporation may also deviate from the levels of the new waterworks and roads by this Act authorised, as delineated on the deposited sections relating thereto, to any extent not exceeding five feet, but so that the level of the water of Lake Thirlmere shall not by any such vertical deviation be raised above the intended top water level thereof as shown on the deposited sections: Provided always, that the Corporation shall not, in exercise of the powers of lateral deviation hereby conferred upon them, construct any embankment by this Act authorised of a greater maximum height than five feet above the maximum height thereof shown on the deposited sections.

Power to deviate.

**13.** In the execution, maintenance, and working of the works by this Act authorised throughout the Lake District (such district being understood to be all such parts of the counties of Cumberland and Westmorland as are within twenty-three miles from the commencement at Lake Thirlmere of the aqueduct from Lake

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Thirlmere to Prestwich, ninthly described in and authorised by this Act), all reasonable regard shall be had to the preservation, as well for the public as for private owners, of the beauty of the scenery of the said Lake District, and particularly, but without prejudice to the generality of the above enactment, provision shall be made by the Corporation that all the said works and the new margin of the said Lake Thirlmere, and the mounds of surplus material and spoil arising from or in the course of the construction of the said works, shall, as soon and as far as practicable, be suitably planted with forest trees or underwood indigenous to the Lake District, such planting to be from time to time when necessary renewed by the Corporation; provided that the covering of the aforesaid mounds of surplus material and spoil with grass or other vegetation, so that the same may not disfigure the scenery, shall be deemed a sufficient compliance with the foregoing enactment with respect to such mounds.

Upon any complaint to two or more justices of the peace of the county where the work or matters in question may be situate, in petty sessions, sitting at a place appointed for holding petty sessions, of any breach by the Corporation of the provisions contained in this section, or any of the same, it shall be lawful for such justices to investigate the matter of such complaint, and thereupon to make such order or orders, including an order as to costs to be paid by either party, as such justices may think just; and the said justices, for the purposes of making such investigation and of making and enforcing such order, shall have and exercise all such of the powers contained in the Act of the session of the 11th and 12th years of the reign of Her present Majesty, chapter 43, and any Acts amending the same, as are applicable for the purposes aforesaid.

If either party thinks himself aggrieved by any such order or orders as aforesaid, the party so aggrieved may appeal therefrom, subject to the conditions and regulations following:

- (1.) The appeal shall be made to the next practicable court of quarter sessions for the county or place where the decision appealed from was given, holden not less than twenty-one days after the decision from which the appeal is made:
- (2.) The appellant shall, within ten days after the decision from which the appeal is made, give notice in writing to the other party of his intention to appeal, and of the ground thereof:
- (3.) The court of appeal may adjourn the appeal, and upon the hearing thereof they may confirm, reverse, or modify the decision appealed from, or make such further order in the



matter as the court may think just, and such order may be enforced in the same way as any other order of a court of quarter sessions, and the court of appeal may also make such order as to costs incurred both before them and before the justices as the court may think just :

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And any order made upon any such complaint may be also made, upon the application of any party, without notice to any other party, an order of any Division of Her Majesty's High Court of Justice, and may be enforced as any order of any such court may for the time being be enforced.

14. The surface of Lake Thirlmere shall not be lowered by the Corporation below the average level of the present lake, which is 533 feet  $2\frac{1}{2}$  inches above the datum line shown on the deposited sections, without the previous sanction of the Board of Trade, who before giving such sanction shall ascertain whether such lowering is reasonable and necessary, and shall at the time of giving their sanction prescribe to what level and for what period such lowering may take place.

Surface of lake not to be lowered without sanction of Board of Trade.

15. The following provisions shall apply to the aqueduct, conduit, or line of pipes from Lake Thirlmere to Prestwich by this Act authorised :

Special provisions as to aqueduct from Thirlmere to Prestwich.

- (1.) Before constructing any part of the aqueduct situate within twenty-three miles of its commencement at Thirlmere, which is shown upon the deposited sections as having a continuous length of more than seventy yards above the surface of the ground, or as being intended to be constructed upon arches or bridges, the Corporation shall cause plans and sections of the proposed works to be submitted to every owner of land through which the said part of the aqueduct will pass for such length as aforesaid, or in whose land such arches or bridges will be erected, in order that such owner may suggest any deviation or alteration in the mode of carrying out the works ; and in case of dispute as to the reasonableness of any such deviation or alteration, the same shall be settled by some person to be nominated by Her Majesty's First Commissioner of Works, and the works shall be carried out by the Corporation in the mode settled by such person : Provided that if no suggestion be made within one month after the submission of the plans and sections, such plans and sections shall be deemed to have been approved, and notice of this proviso shall be sent to each such owner with the plans and

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sections. The Corporation shall further, before constructing any such part of the aqueduct as is last mentioned, cause plans and sections of the proposed works to be deposited with the clerks of the peace for the counties of Cumberland and Westmorland respectively, to be open for public inspection, and no part of the said works shall be constructed until such plans and sections have been so deposited for one month.

- (2.) Except in crossing the streams or rivers over which the aqueduct is shown on the deposited sections as intended to be carried above the surface of the ground, the same shall be constructed underground or covered.
- (3.) All such portions of the aqueduct through the Lake District (as herein-before defined) as may be made in the form of cut and cover, and not of tunnel, shall, when the work is completed, be covered anew with soil or the surplus material, and shall be made as nearly as may be to correspond with the adjacent surface of the ground, and not to interfere with the natural slope thereof, and in no case shall the top of such aqueduct be raised higher on the centre line of such aqueduct than the height thereof shown on the deposited plans and sections, and in no case shall it be raised higher than seven feet above the level of the adjacent ground, and no surplus material from the construction of the aqueduct shall be deposited within the distance of four hundred yards from any residence rated to the relief of the poor at the annual value of fifty pounds or upwards without the consent in writing of the owner of such residence.
- (4.) No walls or fences shall be erected upon the lands over the aqueduct without the consent in writing of the owner of such lands.
- (5.) Except as otherwise agreed between the Corporation and any owner of any lands through which the aqueduct will be constructed, the rights of such owner of passing over and using the land over the aqueduct for all purposes, except such as would injure the aqueduct or the water therein, shall not be interfered with :
- (6.) If in carrying out the works authorised by this Act any side tunnels shall, under the provisions of this Act or any Act incorporated therewith, be made in Nab Scar, in the county of Westmorland, and any surplus material shall be brought out thereby to be deposited on the face of the Scar or to

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be conveyed down the Scar, such additional works shall be carried out by the Corporation as may in the opinion of the engineer for the time being of the Corporation be necessary for the public safety; and in case of any complaint that such additional works are insufficient, such complaint may be investigated by Her Majesty's First Commissioner of Works for the time being, and such order may be made by him in the matter of such complaint as he may think just, and any order so made shall be carried out by the Corporation: Provided that nothing in this sub-section contained shall prejudice or affect any rights under this Act or otherwise of Stanley Hughes le Fleming, or other the owner for the time being of the Rydal Hall estate, or be deemed to extend the powers of the Corporation or any other person in relation to that estate.

(7.) Save so far as is reasonably necessary for the purposes of this Act, or as is expressly authorised by this Act, no spring or stream of water within the Lake District as herein-before defined shall be diverted from its previous channel.

**16.** In carrying out the works by this Act authorised within twelve miles from the commencement of the aqueduct in Lake Thirlmere, measuring in a southerly direction along the centre line shown upon the deposited plans, the water shall be carried across valleys and gorges by means of syphons underground, and not by means of arches above ground, excepting as may be otherwise specially provided by this Act, or where the consent of the owner may be given, or where the same cannot be carried into effect within the limits of lateral and vertical deviation.

Underground syphons to be used in certain cases.

**17.** In carrying out the works by this Act authorised within nine miles from the commencement of the aqueduct in Lake Thirlmere, measuring in a southerly direction along the centre line shown upon the deposited plans, the Corporation shall lay down at one and the same time mains and pipes capable of carrying fourteen million gallons of water per day, and the laying down of such mains and pipes shall be completed within two years from the time when the Corporation break ground for the actual commencement of laying such mains and pipes.

As to pipes to be laid within 9 miles of Lake Thirlmere.

**18.** The Corporation shall at all times make good all such loss or damage whatsoever as may be occasioned by reason of the bursting, leaking, or overflow of the dam of Lake Thirlmere, or of any of the reservoirs, aqueducts, pipes, or other works constructed or main-

Damage from failure of works in Lake District to be made

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before defined.

good by  
Corporation.  
For the pro-  
tection of  
mine owners.

**19.** And whereas the provisions of the Waterworks Clauses Act, 1847, with respect to mines apply to the aqueducts, conduits, or lines of pipes 9thly, 11thly, and 12thly described in and authorised by this Act, and to the several works shown on the deposited plans referred to in the recited Waterworks Acts respectively, except the works in the townships of Clifton, Pendlebury, and Little Hulton authorised by the Manchester Corporation Waterworks Act, 1863: And whereas the mines under and near to all other the works, mains, and pipes for the time being of the Corporation constructed or laid, or to be constructed or laid, under the authority of the recited Waterworks Acts or this Act, or any of them, and situate in the counties of Lancaster, Chester, and Derby, or any of them, cannot without great loss and inconvenience be worked subject to the restrictions of the said Waterworks Clauses Act: Therefore the provisions of section 22 of that Act shall not apply to the mines lying under and near to any such last-named works, mains, and pipes, and any owner, lessee, occupier, or worker of any such mine shall not be liable for or to make good any damage which may be occasioned to such works, mains, or pipes by the working of any of the said mines; and nothing in this Act contained shall relieve the Corporation from liability for any damage or injury done or occasioned to any mines or minerals by reason or in consequence of all or any of the works authorised by this Act, or of the breakage or leakage of all or any of the reservoirs, aqueducts, mains, or pipes whatsoever of the Corporation, or the flow of water therefrom.

For the pro-  
tection of the  
Countess  
Ossalinski.

**20.** The Corporation shall purchase and take the whole of the hereditaments, lands, stints, and rights of Mary Countess Ossalinski, or in which she is interested, situate in the county of Cumberland, and within the limits of land to be acquired by the Corporation, and shall give notice to treat in respect thereof, pursuant to the Lands Clauses Consolidation Act, 1845, within twelve calendar months from the passing of this Act.

For the pro-  
tection of  
John Har-  
ward.

**21.** The Corporation shall within two years from the passing of this Act purchase and take all such lands of John Harward in the county of Westmorland as are by this Act authorised to be acquired by the Corporation.

For the pro-  
tection of  
the Rydal  
Hall estate.

**22.** The following provisions shall apply and have effect for the protection of the Rydal Hall estate, in the parish of Grasmere, in the county of Westmorland, of which estate Stanley Hughes le

Fleming is or claims to be tenant for life, and for the protection and benefit of the said Stanley Hughes le Fleming, or other the owner or owners for the time being of the said estate or any part thereof, who are in this section meant by and included in the expression "the owner":

- (1.) The Corporation shall not, without the consent of the owner, enter upon or take or use, either temporarily or permanently, any part of the said estate, or any mines or minerals under the same, or any rights, easements, privileges, or interest in, under, over, or upon the same, except that the Corporation shall purchase, and the owner shall sell and grant to the Corporation, an easement with respect to the aqueduct through the said estate in accordance with the section of this Act the marginal note of which is "Corporation may acquire easement only in certain lands," but subject to the provisions of this section.
- (2.) The owner and the Corporation may agree that the consideration or part of the consideration for the purchase of the said easement or any part thereof shall be an annual rent-charge upon and payable yearly out of the rates leviable by the Corporation under the recited Waterworks Acts, and the entire price or consideration for which the Corporation may purchase such easement shall be such as may have been before the passing of this Act determined by two able practical surveyors, one nominated by the owner and the other by the Corporation, or as shall after the passing of this Act be determined or approved by two able practical surveyors, or by a third surveyor, in manner provided by the Lands Clauses Consolidation Acts.
- (3.) The tunnels in or upon the said estate shall be completed within five years, and all other works therein within three years, from the time when the Corporation first take possession of any part of the said estate; and after the expiration of the said respective periods, no part of the said respective portions of the said aqueduct shall be constructed on or in the said estate otherwise than by agreement.
- (4.) Before constructing any part of the aqueduct across springs, streams, or waters in the said estate, the Corporation shall cause plans and designs of the proposed works to be submitted to the owner, in order that he may suggest any deviation or alteration in the design or mode of carrying out the works; and in case of dispute as to the reasonableness of any such deviation or alteration, the same shall be

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settled by an architect to be nominated by the President for the time being of the Royal Institute of British Architects, who may direct how the costs of such reference shall be borne: Provided that if no suggestion be made within one month after the submission of the plans and designs, such plans and designs shall be deemed to have been approved, and notice of this proviso shall be sent to the owner with the plans and designs.

The aqueduct shall be carried over Rydal Beck by means of a bridge not less than fifteen feet wide, in such manner and so that the same may be used by the owner as a road.

- (5.) The Corporation shall not, without the consent of the owner, construct the aqueduct through the said estate (except in crossing springs, streams, and waters) so that the top of the aqueduct shall be less than one foot under the present surface of the ground, but shall not for such or any purpose be authorised or required to deviate laterally from the centre line thereof as shown on the deposited plans further than fifty yards on each side of such centre line.
- (6.) The Corporation shall not take or appropriate nor (except for the purpose of the diversion herein-after directed) interfere with any springs, streams, or waters which they may find on the said estate, but shall so divert the same that they shall flow through the estate as nearly as may be in the same course and at the same level as at present.
- (7.) In the construction and maintenance of the said works in the said estate the Corporation shall first carefully remove from the surface all vegetable soil on the line or site of the works, and on the completion of the works, or of any repair or other maintenance, they shall so spread such soil over the surface of the ground as to restore the surface as nearly as may be to its former state. All surplus material arising from the construction or maintenance of the works shall be disposed of as the owner may from time to time direct on the said estate within or within a reasonable distance of the limits of deviation shown on the deposited plans.
- (8.) The Corporation shall construct, maintain, and keep the aqueduct for conveying the water through the said estate watertight in all respects.
- (9.) The Corporation in constructing the said aqueduct shall make provision, by culverts or otherwise, to the reasonable

- satisfaction of the owner or his agent, for carrying the future drainage of the said estate across the same.
- (10.) Any telegraph wires laid by the Corporation through the said estate shall be placed underground, and over or by the side of the aqueduct.
- (11.) No timber on the estate shall be cut or interfered with except where necessary for the purpose of the works, and all timber so cut down shall belong to the owner.
- (12.) The Corporation shall, in addition to any other compensation payable by them under or by virtue of this Act in respect of the said estate, make full compensation to the owner and his tenants for all damages and loss occasioned to them or any of them respectively by any acts of the Corporation, their officers or contractors, or any workmen employed by them or any of them, whether during construction or maintenance; provided that the owner shall only be entitled during construction to such compensation in respect of damages or loss arising beyond the limits of lateral deviation referred to in sub-section 5 hereof.
- (13.) The Corporation shall from time to time make good any damage done or which may occur to the estate, or the owner or his tenants thereof, during the construction or maintenance of the works, by reason or in consequence of the bursting, leaking, overflow, or any failure of any of the works authorised by this Act.
- (14.) The Corporation shall, to the reasonable satisfaction of the owner or his agent, reinstate all drains, fences, roads, and footpaths which may be crossed, injured, or interfered with under the powers of this Act, and if required by the owner the Corporation shall fence off the works during construction.
- (15.) It shall be lawful for the owner to form, lay out, and make along, over, or under the said aqueduct (including bridges) any roads, drains, or pipes, but any such drains or pipes shall be so laid down as not to interfere with or injure the works of the Corporation, and to the reasonable satisfaction of their engineer.
- (16.) The owner may at the reasonable cost of the Corporation employ, for the whole or any portion of the time during which any of the said works are being constructed on the said estate, two men as watchers, and during the laying of any additional pipes on the adjoining estates one man as a watcher, to prevent poaching and trespass on the Rydal

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Hall estate by persons employed upon the said works, and the Corporation shall, if so required by the owner or his agents, dismiss any such person found poaching and trespassing, or for any other reasons objectionable.

(17.) Any difference which may from time to time arise between the owner and the Corporation with respect to any payment to be made by the Corporation to the owner, not hereinbefore otherwise provided for, shall be settled as if such difference were a question of disputed compensation, and any money payable by the Corporation to the owner by virtue of this section may be recovered in any court of competent jurisdiction.

(18.) The provisions of this section shall be in addition to and not in derogation from any other provisions of this Act which may enure for the protection or benefit of the owner.

For the protection of the Monkhall estate.

**23.** With respect to the Monkhall estate, in the parish of Crosthwaite, in the county of Cumberland, situate on the banks of the rivers Greta and Derwent, of which estate Stanley Hughes le Fleming is or claims to be tenant for life, and for the protection and benefit of the said Stanley Hughes le Fleming, or other the owner or owners for the time being of the said estate or any part thereof, who are in this section meant by and included in the expression "the owner," the Corporation shall from time to time make good any damage done or which may occur to the said estate, or the owner or his tenants thereof, during the construction or maintenance of the works, by reason or in consequence or through the exercise of the powers of this Act, or of the bursting, overflow, or any failure of any of the works authorised by this Act.

For the protection of certain riparian owners on the River Greta.

**24.** With respect to the several riparian estates in the said parish of Crosthwaite which are situate on the banks of that part of the River Greta which lies between Thelkeld Bridge over that river and the bridge over the same river at the west end of the Greta Bank estate, reputed to belong to Jane Spedding, the Corporation shall from time to time make good any damage done or which may occur to the said several estates, or the owners or their respective tenants thereof, during the construction or maintenance of the works authorised by this Act, by reason or in consequence of the bursting, leaking, overflow, or other failure of any of the said works.

For the protection of the Grove estate.

**25.** The following provisions shall apply and have effect for the protection of the Grove estate, in the parish of Windermere, in the county of Westmorland, of which estate Godfrey Rhodes is or



claims to be owner in fee, and for the protection and benefit of the said Godfrey Rhodes, or other the owner or owners for the time being of the said estate or any part thereof, who are in this section meant by and included in the expression "the owner":

- (1.) The Corporation shall not, without the consent of the owner, enter upon or take or use, either temporarily or permanently, any part of the said estate, or any rights, easements, privileges, or interest in, under, over, or upon the same, except that the Corporation may purchase, and the owner shall sell and grant to the Corporation, an easement with respect to the aqueduct, conduit, or line of pipes through the said estate (herein called the aqueduct) in accordance with the section of this Act the marginal note of which is "Corporation may acquire easement only in certain lands."
- (2.) The owner and the Corporation may agree that the consideration for the purchase of the said easement shall be an annual rentcharge upon and payable yearly out of the rates leviable by the Corporation under the recited Waterworks Acts.
- (3.) Except as herein-after provided, the aqueduct shall be completed within three years from the time when the Corporation first take possession of any part of the said estate, and after the expiration of that period no part of the aqueduct shall be constructed on or in the said estate, except as herein-after specified, otherwise than by agreement: Provided always, that the Corporation may from time to time lay an additional line or lines of pipes through the said estate, provided that such pipes shall be so laid as near as practicable alongside the pipe first laid through the same, and provided also that three months at least before commencing any works for that purpose the Corporation shall serve upon the owner or his agent notice in writing of their intention so to do, and shall complete all such works and cover in the said pipes, within eighteen months from the service of such notice, to the reasonable satisfaction of the owner or his agent.
- (4.) The Corporation shall not take or appropriate nor (except for the purpose of the diversion herein-after directed) interfere with any springs, streams, or waters which they may find on the said estate, but shall so divert the same

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that they shall flow through the estate as nearly as may be in the same course and at the same level as at present.

- (5.) The Corporation shall construct, maintain, and keep the aqueduct for conveying the water through the said estate watertight in all respects.
- (6.) The Corporation in constructing the aqueduct shall make provision by culverts or otherwise, to the reasonable satisfaction of the owner or his agent, for carrying the future drainage of the said estate across the same.
- (7.) Any telegraph wires laid by the Corporation through the said estate shall be placed underground, and over or by the side of the aqueduct.
- (8.) The Corporation shall, in addition to any other compensation payable by them under or by virtue of this Act in respect of the said estate, make full compensation to the owner and his tenants for all damages and loss occasioned to them or any of them respectively by any acts of the Corporation, their officers or contractors, or any workmen employed by them or any of them, whether during construction or maintenance.
- (9.) The Corporation shall from time to time make good any damage done or which may occur to the estate, or the owner or his tenants thereof, during the construction or maintenance of the works, by reason or in consequence of the bursting, leaking, overflow, or any failure of any of the works authorised by this Act.
- (10.) The Corporation shall, to the reasonable satisfaction of the owner or his agent, reinstate all drains, fences, roads, and footpaths which may be crossed, injured, or interfered with under the powers of this Act.
- (11.) It shall be lawful for the owner to form, lay out, and make along or over the aqueduct any roads, drains, or pipes, but in the case of drains or pipes so as not to interfere with or injure the works of the Corporation, and to the reasonable satisfaction of their engineer.
- (12.) Any difference which may from time to time arise between the owner and the Corporation with respect to any payment to be made by the Corporation to the owner shall be settled as if such difference were a question of disputed compensation, and any money payable by the Corporation to the owner by virtue of this section may be recovered in any court of competent jurisdiction.

(13.) The provisions of this section shall be in addition to and not in derogation from any other provisions of this Act which may enure for the protection or benefit of the owner. A.D. 1879.

**26.** The following provisions shall apply and have effect for the protection of an estate in the parish of Kendal, in the county of Westmorland, of which estate William Wakefield is or claims to be the owner in fee, and for the protection of the said William Wakefield or other the owner or owners for the time being of the said estate or any part thereof, who are in this section meant by and included in the expression "the owner": For the protection of the estate of William Wakefield.

(1.) The Corporation shall construct, maintain, and keep their aqueduct or conduit passing through the said estate water-tight in all respects, and such aqueduct or conduit shall pass through such estate (except where crossing the Birklands valley and stream) at a depth of not less than one foot below the present surface of the ground.

(2.) The Corporation shall not be entitled to purchase and take otherwise than by agreement any land or property of the owner, or any mines or minerals under the same, or any easement or right in or over such land or property, except that the Corporation may purchase, and the owner shall sell and grant to the Corporation, an easement with respect to the said aqueduct or conduit through the said estate, in accordance with the section of this Act the marginal note of which is "Corporation may acquire easement only in certain lands."

(3.) The Corporation shall not take or appropriate nor (except for the purpose of the diversion herein-after directed) interfere with any springs, streams, or waters which they may find on the said estate, but shall so divert the same that they shall flow through the same as nearly as may be in the same course and at the same level as at present.

(4.) Unless otherwise agreed between the owner and the Corporation, the consideration for the purchase of the said easement shall be an annual rent charged upon and payable half yearly out of the rates leviable by the Corporation under this Act.

(5.) The Corporation in constructing the said aqueduct or conduit shall make provision by culverts or otherwise, to the reasonable satisfaction of the owner or his agent, for carrying the future drainage of the said estate across the same.

(6.) The Corporation shall not cut any timber on the said estate except within the line of the said aqueduct or conduit,

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- and all timber felled within such line shall be deemed to be the property of the owner.
- (7.) The Corporation shall, to the reasonable satisfaction of the owner or his agent, reinstate all watercourses, drains, fences, roads, and footpaths which may be crossed, injured, or interfered with under the powers of this Act.
  - (8.) The Corporation shall reconstruct all fences on the said estate which may be interfered with during the construction of any work, and shall provide, maintain, and keep in every such fence over or near the aqueduct or conduit a gate for the use of the owner and of the officers and workmen of the Corporation.
  - (9.) In the construction and maintenance of the said works the Corporation shall first carefully remove from the surface all vegetable soil on the line or site of the works, and on the completion of the works or of any repair or other maintenance they shall so spread such soil over the surface of the ground as to restore the surface as nearly as may be to its former state. All surplus material arising from the construction or maintenance of the works shall be disposed of so as not to be unsightly, and within a reasonable distance from the place where the same was excavated.
  - (10.) The Corporation shall, in addition to any other compensation payable by them under this Act in respect of the said estate, make full compensation to the owner and his tenants for all damages and loss occasioned to them or any of them respectively by any acts of the Corporation, their officers or contractors, or any workmen employed by them or any of them.
  - (11.) The Corporation shall construct an aqueduct or conduit only, and shall not carry any line or lines of pipes through the estate of the owner, and they shall not erect houses, huts, or offices for their workmen on any part of the said estate, and any earth or soil that may be required for side cuttings or other works of a like nature shall be taken from such part of the estate as the owner shall direct.
  - (12.) The slopes of any embankment by which the aqueduct or conduit of the Corporation may be carried across the stream or brook known as the Birklands Brook, shall be laid at such inclination as to be capable of being planted

with trees or shrubs, and be covered with soil not less than one foot in depth. A.D. 1879.

- (13.) It shall be lawful for the owner to form, lay out, and make along or over the said aqueduct or conduit any streets or roads, and along, over, or under the same any mains, sewers, drains, or pipes.
- (14.) All works in or upon the said estate shall be completed within two years from the time when the Corporation first take possession of any part of the said estate.
- (15.) The owner shall not be deprived of any protection under any of the general provisions of this Act or the Acts incorporated therewith by reason of any of the provisions contained in this section.
- (16.) Any difference which may from time to time arise between the owner and the Corporation with respect to any payment to be made by the Corporation to the owner shall be settled as if such difference were a question of disputed compensation, and any money payable by the Corporation to the owner by virtue of this section may be recovered in any court of competent jurisdiction.

**27.** The following provisions shall apply and have effect for the protection of the following estates and persons, viz.: 1st. Of the Barnacre estate, in the parish of Garstang, or elsewhere in the county of Lancaster, and of certain other estates in the parishes of Kendal, Heversham, Burton, and Kirkby Lonsdale, or elsewhere in the county of Westmorland, of which estates the Right Honourable Thomas Taylour, commonly called the Earl of Bective, is or claims to be tenant for life, and for the protection and benefit of the said Earl and others the owners, lessees, and occupiers for the time being of the said estates or any part thereof; 2ndly. Of the Grassyard estate, including a mansion thereon called Grassyard Hall, in the parish of Lancaster, or elsewhere in the county of Lancaster, of which estate Thomas Grassyard Edmondson is or claims to be owner, and for the protection and benefit of the said Thomas Grassyard Edmondson and others the owner, lessees, and occupiers for the time being of the said last-mentioned estate or any part thereof:

For the protection of the estates of the Earl of Bective and Thomas Grassyard Edmondson.

- (1.) In this section the words "the owners" shall mean and include the said Earl and the said Thomas Grassyard Edmondson, and each of them, and all other persons for the time being entitled in possession to any part of the

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said several estates for an estate for life (whether terminable or not), or for any greater estate; and the words "the aqueduct" shall mean and include tunnel, cut, and cover pipes, and all other the works authorised by this Act to be constructed or maintained by the Corporation in or upon the said several estates or any of them, or any part thereof.

- (2.) In default of any agreement between the Corporation and the owners respectively to the contrary, the Corporation shall not enter upon, take, or use, either temporarily or permanently, any part of the said several estates, or any mines or minerals under the same, or any rights, easements, privileges, or interest in, under, over, or upon the same, except that the Corporation may, either by agreement or, in default of agreement, under their compulsory powers, purchase an easement and right with respect to the aqueduct through the said several estates such as is described in and shall be in accordance with the section of this Act of which the marginal note is "Corporation may acquire easement only in certain lands," but subject to the provisions of this section.
- (3.) In default of any agreement between the Corporation and the owners respectively to the contrary, the powers of the Corporation for the compulsory purchase or taking of the said rights and easements under this Act shall not be exercised in respect of the said several estates of the owners before the expiration of twenty-four calendar months next after the passing of this Act, and shall be exercised within six months after the expiration of such period, or in default thereof the Corporation shall make compensation to the owners for the loss sustained by them respectively by or by reason of such default.
- (4.) The owners, or either of them, and the Corporation may agree in writing that the consideration or part of the consideration for the purchase of the said easement and right or any part thereof shall be an annual rentcharge to be covenanted to be paid by the Corporation, and (in addition to all other securities for payment thereof) to be charged upon and payable half yearly out of the rates leviable now or hereafter by the Corporation, whether under the recited Waterworks Acts or otherwise, and the entire price or consideration for which the Corporation may purchase such easement and right may be such as

may have been before the passing of this Act determined by two able practical surveyors, one nominated by the owners respectively and the other by the Corporation, or as may after the passing of this Act be determined or approved by two able practical surveyors, or by a third surveyor, in manner provided by the Lands Clauses Consolidation Acts: Provided always, that, notwithstanding any grant of easements or rights by the owners to the Corporation in respect of the said estates of the owners or any part thereof, the owners, lessees, and occupiers thereof respectively may thereafter from time to time hold, use, and enjoy the land subjected to any such easements or rights, as well over as under the aqueduct, for all purposes, so that nothing be done in derogation of such grant, or to the injury of any works of the Corporation authorised by such grant.

- (5.) All the works to be constructed on the several estates of the owners respectively under the authority of this Act shall be commenced, proceeded with, and completed within such time or respective times as may from time to time be settled between the owners respectively and the Corporation by agreement, and in default of agreement all such works shall be proceeded with and completed within a reasonable time after the commencement thereof, and in case of default the Corporation shall make compensation to the owners, lessees, and occupiers respectively of the said several estates for the loss sustained by them respectively by or by reason of such default.
- (6.) Before constructing any part of the aqueduct across springs, streams, or waters in the said several estates, the Corporation shall cause plans and designs of the proposed works to be submitted to the owners of such estates respectively, in order that they may suggest to the Corporation any deviation or alteration in the design or mode of carrying out the works; and in case of dispute as to the reasonableness of any such deviation or alteration, the same shall be settled by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers, who may direct how such works shall be carried out, and how the costs of such reference shall be borne, and the works shall be carried out and maintained by the Corporation accordingly; provided that if no suggestion be made to the Corporation within one

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month after the submission of the plans and designs to the owners respectively, such plans and designs shall be deemed to have been approved, and notice of this proviso shall be sent to the owners respectively with the plans and designs.

- (7.) In default of any agreement between the Corporation and the owners respectively to the contrary, provision shall be made by the Corporation that all the mounds of surplus material and spoil arising from or in the course of constructing, maintaining, or repairing any works authorised by this Act, and which may be deposited within the distance of four hundred yards from any part of the said several estates of the owners, shall, and as soon and as far as practicable, be suitably planted with such trees or underwood, or be so covered with grass or other vegetation, as shall be reasonably required by the owners respectively; and the provisions contained in the section of this Act of which the marginal note is "For preservation of scenery in the Lake District," in reference to the mounds of surplus material and spoil, and to any complaint of any breach by the Corporation of the provisions contained in that section, shall apply to this present section.
- (8.) In default of any agreement between the Corporation and the owners respectively to the contrary, any telegraph wires laid by the Corporation through the said Barnacre estate, or through that part of the said Westmorland estates which lies between the twenty-third and twenty-fourth miles of the aqueduct of the Corporation as described in the deposited plans and sections, or through the said Grassyard estate, shall be placed underground, and so as to lie upon or by the side of the aqueduct.
- (9.) In default of any agreement between the Corporation and the owners respectively to the contrary, no timber on the said Barnacre estate or on the said Grassyard estate shall be cut or interfered with except where necessary for the purpose of the works, and all such timber shall be paid for by the Corporation, and so that in respect of ornamental timber, if any, the price shall include compensation for any damage to the value of the property, or to any special part thereof, for residential or building purposes by the loss of such timber.
- (10.) In default of any agreement between the Corporation and the owners respectively to the contrary, the owners respec-



tively may remove the vegetable soil from the surface on the line of the aqueduct, and on the completion of the aqueduct may replace the same, and may fence off the aqueduct on the said several estates of the owners respectively, and from time to time repair and renew such fences, and may plant all the mounds of surplus material which may be deposited on the said several estates of the owners respectively with trees or underwood, or with grass or other vegetation, and may employ for the time during which any works authorised by this Act are being constructed or repaired, either on the said several estates or within four hundred yards from any part thereof, a reasonable number of men as watchers to prevent poaching and trespass on the estates of the owners respectively, and may employ a surveyor from time to time to examine the works which may be in the course of construction or repair in the said estates of the owners respectively, to see that the provisions of this Act in respect of such works are being observed, and the costs reasonably incurred by the owners respectively in the above matters shall from time to time be paid by the Corporation :

(11.) The Corporation shall, in addition to any other compensation payable by them under or by virtue of this Act in respect of the said several estates, make compensation to the owners, lessees, and occupiers of the said estates respectively for all damages and loss from time to time occasioned to or sustained by them or any of them respectively by or by reason of the said aqueduct, or by any acts of the Corporation, or their officers or contractors, or any workmen employed by them or any of them, whether during construction or maintenance; and the Corporation shall, if so required by the owners respectively, immediately dismiss and remove from the said estates respectively any person employed upon the said several estates in relation to any works constructed under the authority of this Act who upon any ground may be reasonably objected to by the owners respectively.

(12.) All persons employed by or engaged in the service of the Corporation shall, before entering upon the several estates of the owners respectively, obtain the authority of the Corporation or of their engineer in writing, and shall on demand produce such authority and allow it to be inspected and copied; and any such person who may be in or upon

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such estates without such authority, or who shall on demand make default in producing the same, or allowing it to be inspected or copied, shall be liable to be dealt with as a trespasser and as if he had not such authority.

- (13.) The Corporation shall construct, maintain, and keep all the works constructed or maintained by them under the authority of this Act in or near the said estates of the owners watertight in all respects, and shall from time to time make compensation to the owners, lessees, and occupiers of the said estates and every part thereof for all damage and loss from time to time occasioned to or sustained by them or any of them respectively, by or by reason or in consequence of the bursting, leaking, overflow, or failure in any respect of any works constructed or maintained by the Corporation under the authority of this Act.
- (14.) The Corporation shall, if required, supply water in bulk for the use of the owners respectively of the said several estates for domestic, agricultural, trading, and manufacturing purposes respectively, at the rates for the time being charged by the Corporation for the supply of water in bulk for such respective purposes within such parts of the present limits of supply of the Corporation as are outside the city of Manchester and the borough of Salford; and such supply shall be delivered, at the cost of the owners respectively, by the Corporation at such point or such several points on the said several estates, not further than twenty yards from the aqueduct, as shall be agreed on between the Corporation and the owners respectively, and in default of agreement as shall be determined by an engineer to be appointed, in case of difference, by the President for the time being of the Institution of Civil Engineers: Provided always, that nothing shall be done under this section which shall interfere with the supply of water for domestic purposes within the limits of supply of the Corporation.
- (15.) The provisions of this section for the protection and benefit of the owners, lessees, and occupiers of the said several estates are in addition to all other clauses and provisions in this Act or any other Act, and shall not derogate in any manner from the beneficial operation thereof in favour of the said persons.
- (16.) Any difference which may from time to time arise between the owners, lessees, or occupiers of the said several estates or any of them, or any part thereof, on the one hand, and

the Corporation on the other hand, with respect to any claim or demand which may be made by such owners, lessees, or occupiers against the Corporation under this Act or the Acts incorporated herewith, and not otherwise provided for, shall be settled as if such difference were a question of disputed compensation arising under the said Acts, and any money payable by the Corporation to the owners by virtue of this section may be recovered in any court of competent jurisdiction.

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**28.** The following provisions shall apply and have effect for the protection of the estates in the county of Westmorland, of which estates William Henry Wakefield is or claims to be owner in fee, and for the protection and benefit of the said William Henry Wakefield, or other the owner or owners for the time being of the said estates, or any or either of them, or any part or parts thereof, who are in this section meant by and included in the expression "the owner":

For the protection of  
William  
Henry  
Wakefield.

(1.) The Corporation shall not, without the consent of the owner, enter upon or take or use, either temporarily or permanently, any part or parts of the said estates, or any mines or minerals under the same, or any rights, easements, privileges, or interest in, under, over, or upon the same, except that the Corporation shall purchase, and the owner shall sell and grant to the Corporation, an easement with respect to the aqueduct, conduit, or line of pipes (in this section referred to as "the aqueduct") through the said estates, in accordance with the section of this Act the marginal note of which is "Corporation may acquire easement only in certain lands," but subject to the provisions of this section.

(2.) The owner and the Corporation may agree that the consideration or part of the consideration for the purchase of the said easement or any part thereof shall be an annual rentcharge upon and payable yearly out of the rates leviable by the Corporation under the recited Waterworks Acts.

(3.) Except as herein-after provided, all works in or upon the said estates shall be completed within five years from the time when the Corporation first take possession of any part of the said estates, but the Corporation may from time to time lay an additional line or lines of pipes through such part of the said estates where the aqueduct is laid in pipe, provided that such pipes shall be so laid as near as practicable along-

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side the pipe first laid through the same, and provided also that six months at least before commencing any works for that purpose the Corporation shall serve upon the owner or his agent notice in writing of their intention so to do, and shall complete all such works and cover in the said pipes within eighteen months from the expiration of such notice, to the reasonable satisfaction of the owner or his agent.

- (4.) The Corporation shall not, without the consent of the owner, construct the aqueduct through the said estates (except in crossing springs, streams, and waters, and for a reasonable distance on each side thereof) so that the top of the aqueduct shall be less than one foot under the present surface of the ground, but shall not for such or any purpose be authorised or required to deviate laterally from the centre line thereof as shown on the deposited plans further than fifty yards on each side of such centre line.
- (5.) The Corporation shall not take or appropriate nor (except for the purpose of the diversion herein-after directed) interfere with any springs, streams, or waters which they may find on the said estates, but shall so divert the same that they shall flow through the estates as nearly as may be in the same course and at the same level as at present.
- (6.) In the construction and maintenance of the aqueduct in the said estates, the Corporation shall first carefully remove from the surface all vegetable soil on the line or site of the aqueduct, and on the completion of the works or of any repair or other maintenance they shall so spread such soil over the surface of the ground as to restore the surface as nearly as may be to its former state. All surplus material arising from the construction or maintenance of the aqueduct shall be disposed of so as not to be unsightly, and within a reasonable distance from the place whence the same was excavated.
- (7.) The Corporation shall construct, maintain, and keep the aqueduct for conveying the water through the said estates watertight in all respects.
- (8.) The Corporation in constructing the said aqueduct shall make provision by culverts or otherwise, to the reasonable satisfaction of the owner or his agent, for carrying the future drainage of the said estates across the same.
- (9.) Any telegraph wires laid by the Corporation through the said estates shall be placed underground, and over or by the side of the aqueduct.

- (10.) No timber on the estates shall be cut or interfered with except only within ten feet on each side of the centre line of the aqueduct as constructed, and all timber so cut down shall belong to the owner.
- (11.) The Corporation shall, in addition to any other compensation payable by them under or by virtue of this Act in respect of the said estates, make full compensation to the owner and his tenants for all damages and loss occasioned to them or any of them respectively by any acts of the Corporation, their officers or contractors, or any workmen employed by them or any of them, whether during construction or maintenance; provided that the owner shall only be entitled during construction to such compensation in respect of damages or loss as arise beyond the limits of lateral deviation referred to in sub-section 4 hereof.
- (12.) The Corporation shall, to the reasonable satisfaction of the owner or his agent, reinstate all drains, fences, roads, and footpaths which may be crossed, injured, or interfered with under the powers of this Act, and if required by the owner the Corporation shall during construction fence off the works and make and maintain or preserve communications, roads, and ways across or over the aqueduct at all reasonable places.
- (13.) The Corporation shall reconstruct all fences on the said estates which may be interfered with during the construction of any work, and shall provide, maintain, and keep in every such fence over or near the aqueduct a gate for the use of the owner and of the officers and workmen of the Corporation.
- (14.) It shall be lawful for the owner to form, lay out, and make along or over the aqueduct any streets and roads, and along, over, or under the aqueduct any mains, sewers, drains, or pipes.
- (15.) Any difference which may from time to time arise between the owner and the Corporation with respect to any payment to be made by the Corporation to the owner, not herein-before otherwise provided for, shall be settled as if such difference were a question of disputed compensation, and any money payable by the Corporation to the owner by virtue of this section may be recovered in any court of competent jurisdiction.
- (16.) The provisions of this section shall be in addition to and not in derogation from any other provisions of this Act which may enure for the protection or benefit of the owner.

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For protection of John Fletcher.

29. The following provisions shall apply and have effect for the protection of an estate in the township of Elston, in the county of Lancaster, of which estate John Fletcher is or claims to be the tenant in fee simple, and for the protection of the said John Fletcher, or other the owners or owner for the time being of the said estate or any part thereof, who are in this section meant by and included in the expression "the owner":

- (1.) The Corporation shall not be entitled to purchase and take otherwise than by agreement any land or property of the owner, or any mines or minerals under the same, or any easements or right in or over such land or property, except as herein-after specified.
- (2.) The Corporation shall construct, maintain, and keep the aqueduct, conduit, and line of pipes for conveying the water through the said estate watertight in all respects.
- (3.) The Corporation may purchase, and the owner shall sell to the Corporation, an easement over or right of using in perpetuity for the purposes of this Act a piece of land of not more than one chain in width, one half thereof being on each side of the centre line of the aqueduct, conduit, or line of pipes authorised to be constructed by this Act through the said estate.
- (4.) All works in or upon the said piece of land shall, except as by the next sub-section is provided, be completed within three years from the time when the Corporation first take possession of any part of the said piece of land, and after the expiration of the said period no portion of aqueduct shall be constructed or pipe laid on or in the said piece of land, except as herein-after specified, otherwise than by agreement.
- (5.) The Corporation may from time to time lay an additional line or lines of pipes within the said piece of land, provided that such pipes shall be laid as near as practicable alongside the pipe first laid through the said piece of land, and provided also that three months at least before commencing any works for that purpose the Corporation shall serve upon the owner or his agent notice in writing of their intention so to do, and shall complete all such works and cover in the said pipes, within eighteen months from the service of such notice, to the reasonable satisfaction of the owner or his agent.
- (6.) The Corporation in constructing the said aqueduct, conduit, or line of pipes shall make provision by culverts or otherwise, to the reasonable satisfaction of the owner or his

- agent, for carrying the future drainage of the said estate under or across the same.
- (7.) The Corporation shall provide, maintain, and keep in every fence over the aqueduct, conduit, or line of pipes a gate with lock and key for the use of the owner and of the officers and workmen of the Corporation.
  - (8.) Any telegraph wires laid by the Corporation through the said estate shall be placed underground.
  - (9.) The Corporation shall not in constructing or laying the said aqueduct, conduit, or line or lines of pipes within the said estate deviate upwards from the level thereof as shown on the deposited sections so as to increase the height of any embankment shown on the said sections, unless with the consent of the owner.
  - (10.) The Corporation shall, in addition to any other compensation payable by them under this Act in respect of the said estate, make full compensation to the owner and his tenant for all damages and loss occasioned to them or any of them respectively by any acts of the Corporation, their officers or contractors, or any workmen employed by them or any of them.
  - (11.) The Corporation shall pay to the owner for the time being, for the employment by such owner of any person or persons to watch any workmen employed by them or their contractors or agents within the said estate, in order to prevent trespass and poaching during the execution of any work in the said piece of land, after the rate of one hundred pounds per annum during the continuance of any such work on the said estate, and shall discontinue or cause to be discontinued the employment of any workmen who shall prove objectionable or annoying to the owner or any of his tenants.
  - (12.) The Corporation shall, to the reasonable satisfaction of the owner or his agent, reinstate all watercourses, drains, fences, roads, and footpaths which may be crossed, injured, or interfered with under the powers of this Act.
  - (13.) It shall be lawful for the owner to form, lay out, and make along or over the said aqueduct, conduit, or line or lines of pipes any streets or roads, or to form, lay out, and make along, over, or under the said aqueduct, conduit, or line or lines of pipes any mains, sewers, drains, or pipes, so as not to injure the works of the Corporation ; and any additional expense caused in any such work by reason of the said

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aqueduct, conduit, or line of pipes, or any protection required for the same, shall be repaid from time to time, on demand, to the owner by the Corporation.

- (14.) Any difference which may from time to time arise between the owner and the Corporation with respect to any payment to be made by the Corporation to the owner shall be settled as if such difference were a question of disputed compensation, and any money payable by the Corporation to the owner by virtue of this section may be recovered in any court of competent jurisdiction.
- (15.) All surplus material from the construction of the aqueduct, conduit, or line of pipes shall be so disposed of as not to be unsightly, and the surface dressed and resoiled over.
- (16.) The aqueduct and bridge across the River Ribble shall be constructed to the satisfaction of Edward Garlick, of Preston, civil engineer, or in the event of his death or incapacity, to the satisfaction of an engineer to be appointed by the President for the time being of the Institution of Civil Engineers, on the application of the owner, and shall for ever be maintained by the Corporation so as to prevent as far as practicable all trespass by means thereof upon the Elston estate of the owner.

As to laying mains in lands of the trustees under the wills of the late Duke of Bridgewater and of the late Earl of Ellesmere respectively.

**30.** Any mains and pipes for conveying water (other than the aqueducts, conduits, and pipes 9thly, 11thly, and 12thly described in and authorised by this Act) which shall be laid by the Corporation in any lands of the trustees under the will of the Most Noble Francis late Duke of Bridgewater, and of the trustees under the will of the Right Honourable George Granville Francis Egerton late Earl of Ellesmere, respectively, shall be respectively laid and maintained subject to any and every grant existing at the passing of this Act of any right or easement over such land, and no part of such mains shall (without the consent in writing of the said trustees respectively or their respective agent for the time being, or save as by this Act, or any agreement in that behalf hereby confirmed, expressly otherwise provided) be laid at a distance less than four feet below the then existing surface of such lands, and, notwithstanding the grant to or exercise by the Corporation of any right, privilege, or easement to lay and maintain such mains and pipes, the owners, lessees, and occupiers of such lands may thereafter from time to time alter the level of, cross, and otherwise use the surface of and build upon or otherwise deal with such land without liability for loss or damage to the Corporation in respect thereof, unless such loss or damage shall arise from the wilful act or omission of such



owners, lessees, or occupiers in relation thereto : Provided that such owners, lessees, and occupiers shall not, in the exercise of the powers of this section, disturb or build over any line of mains when laid without reasonable notice to the Corporation, and it shall be lawful for the trustees for the time being of the said wills respectively, at their own proper respective cost, from time to time to make reasonable alterations in the line and level of any mains and pipes when laid through such lands, and also to alter the line and level of any mains and pipes which may be laid along any highway adjoining any of such lands, so that such alterations be made under the superintendence and to the satisfaction of the engineer for the time being of the Corporation.

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**31.** The following provisions shall apply and have effect for the protection of an estate in the townships of Worsley, Little Hulton, and Middle Hulton, in the county of Lancaster, of which estate William Walter Bagot is or claims to be the tenant for life, and for the protection of the said William Walter Bagot, or other the owner or owners for the time being of the said estate or any part thereof, who are in this section meant by and included in the expression "the owner" :

For the protection of the estate of William Walter Bagot.

- (1.) The Corporation shall not, without the consent of the owner, enter upon or take or use, either temporarily or permanently, any part of the said estate, or any rights, easements, privileges, or interest in or over or upon the same, except that the Corporation may purchase, and the owner shall sell and grant to the Corporation, an easement with respect to the aqueduct through the same estate, in accordance with the section of this Act of which the marginal note is "Corporation may acquire easement only in certain lands."
- (2.) The Corporation shall construct, maintain, and keep the aqueduct, conduit, and line of pipes for conveying the water through the said estate watertight in all respects.
- (3.) Unless otherwise agreed between the owner and the Corporation, the consideration for the purchase of the said rights shall be annual rents charged upon and payable half yearly out of the rates leviable by the Corporation under this Act.
- (4.) The Corporation in constructing the said aqueducts, conduits, or lines of pipes shall make provision by culverts or otherwise, to the reasonable satisfaction of the owner or his agent, for carrying the future drainage of the said estate across the same.

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- (5.) It shall be lawful for the owner to form, lay out, and make along or over the said aqueduct any roads, drains, or pipes, but any such drains or pipes shall be so laid as not to interfere with or injure the works of the Corporation, and to the reasonable satisfaction of their engineer.
- (6.) The Corporation shall reconstruct all fences on the said estate which may be interfered with during the construction of any work, and shall provide, maintain, and keep in every such fence over or near the aqueducts, conduits, or lines of pipes a gate for the use of the owner and the officers and workmen of the Corporation.
- (7.) Any telegraph wires laid by the Corporation through the said estate shall be placed underground.
- (8.) The Corporation shall, in addition to any other compensation payable by them under this Act in respect of the said estate, make full compensation to the owner and his tenants for all damages and loss occasioned to them or any of them respectively by any acts of the Corporation, their officers or contractors, or any workmen employed by them or any of them.

For the protection of Lord Egerton of Tatton and the persons for the time being entitled to the Egerton of Tatton estates.

**32.** In carrying out the works by this Act authorised, so far as the same pass through the lands and property of the Right Honourable William Tatton Baron Egerton of Tatton (herein-after referred to as the said Lord Egerton), or other person entitled in possession for the time being to the estates devised by the will of Wilbraham Egerton, late of Tatton Park, in the county of Chester, Esquire, deceased (and which lands and property are herein-after referred to as the Egerton of Tatton estates), the following provisions shall apply to and be obligatory upon the Corporation :

- (1.) The Corporation shall lay down and maintain the aqueduct, conduit, or line of pipes 12thly described in and authorised by this Act, so far as the same passes through the Egerton of Tatton estates, in the line shown as centre line on the deposited plans, and shall not deviate therefrom without the consent in writing of the said Lord Egerton or other the person entitled as aforesaid.
- (2.) In laying down and maintaining the said pipes and works, so far as the same shall be laid down under the private road, part of the Egerton of Tatton estates, called Princes Road, in the several townships of Chorlton-cum-Hardy and Withington, in the county of Lancaster, belonging to the said Lord Egerton or person entitled as aforesaid,

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between the points marked on the deposited plans eight miles seven furlongs and two chains and eleven miles one furlong eight chains, such pipes and works shall be so laid down and maintained as not in any way to obstruct, impede, or interfere with the main sewer or drain along or under that road, or so as to cut off or obstruct any of the side or branch drains communicating therewith, or prevent the maintenance, laying down, and connexion of any other branch or side drains which the said Lord Egerton or other person entitled as aforesaid may at any time hereafter be desirous of laying down and connecting with the said main sewer or drain, and the said pipes and works shall be laid down, as to the position and level thereof, according to plans and sections to be first submitted to and to the reasonable satisfaction of the surveyor for the time being of the said Lord Egerton or person entitled as aforesaid.

- (3.) The Corporation shall make good all damage done to the lands and property of the said Lord Egerton or person entitled as aforesaid by reason or in consequence of the construction, maintenance, or failure of any of the works authorised by this Act, so far as the same are in or under any lands forming part of the Egerton of Tatton estates.
- (4.) With respect to the lands of the said Lord Egerton or person entitled as aforesaid shown upon the deposited plans and described in the deposited books of reference, the Corporation shall not, notwithstanding anything in this Act contained, purchase and take the same, but they may purchase and take, and the said Lord Egerton or other person entitled as aforesaid may and shall sell and grant to them accordingly, an easement or right of using the same for the purposes of this Act.
- (5.) Nothing in this Act contained shall extend to authorise or permit any further interference with the Egerton of Tatton estates, nor any of the rights and interests of the owner or owners thereof for the time being, otherwise than is herein expressly provided.

**33.** The following provisions shall have effect with respect to the Lonsdale estates :

- (1.) The Corporation shall not, unless by agreement, take or acquire in or over any of the lands now belonging to the Right Honourable St. George Henry Earl of Lonsdale (or to trustees for his benefit) more than an easement or right

For the protection of the Lonsdale estates.

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of constructing, laying, and maintaining their aqueducts and other works, and of managing, renewing, repairing, or altering the same, but the provisions of the section of this Act the marginal note of which is "Corporation may acquire easement only in certain lands" shall apply with respect to any such easement or right taken by the Corporation.

- (2.) In constructing the aqueducts and works authorised by this Act on lands now belonging to the Earl of Lonsdale (or to trustees for his benefit), the Corporation shall not, without the consent of the owner for the time being of the said lands, deviate from the lines or levels shown on the deposited plans and sections: Provided always, that any dispute as to whether such consent ought to be given, and on what terms, shall, at the request of either party, be finally settled by an engineer to be appointed, on the application of either party, by the President for the time being of the Institution of Civil Engineers.
- (3.) The Corporation shall from time to time make good all damage whatsoever which at any time may occur to any lands now belonging to the Earl of Lonsdale (or to trustees for his benefit), or may occur to the occupiers for the time being of any such lands, by reason of the bursting, leaking, or overflow of any of the aqueducts, conduits, lines of pipes, or other works constructed or maintained for the purposes of this Act.
- (4.) All works in or upon Spital Farm, in the parish of Kendal, or in or upon Hutton Roof Farm, in the parish of Kirkby Lonsdale, respectively, shall be completed within three years from the time when the Corporation first break ground therein respectively for the commencement of the works, but the Corporation may from time to time lay an additional line or lines of pipes through each of the said farms respectively, provided that such pipes shall be so laid as near as practicable alongside the pipe first laid through the same, and provided also that three months at least before commencing any works for that purpose on any land now comprised in either of the said farms, the Corporation shall serve upon the owner of such land or his agent notice in writing of their intention so to do, and shall complete all such works and cover in such pipes, within eighteen months from the service of such notice, to the reasonable satisfaction of the owner or his agent.

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- (5.) The Corporation shall, in addition to any other compensation payable by them under this Act, make full compensation from time to time to the owner and occupiers of any lands now belonging to the Earl of Lonsdale (or to trustees for his benefit) for all damages and loss occasioned to them or any of them respectively by any acts of the Corporation, their officers or contractors, or any workmen employed by them or any of them, and for all damage done during the construction of the works by any such workmen by trespass or injury to land, crops, or fences.
- (6.) In case in any work to be constructed or done from time to time on land now comprised in the Spital Farm or Hutton Roof Farm before mentioned any additional expense is reasonably incurred by reason of the aqueducts, conduits, lines of pipes, or other works of the Corporation, or by reason of any protection required for the same, and reasonable notice thereof shall be given to the Corporation, such expense shall be repaid from time to time, on demand, to the owner and occupier (as the case may be) of such land respectively by the Corporation.
- (7.) It shall be lawful for the owner for the time being of any lands now comprised in the said Spital Farm or Hutton Roof Farm to form, lay out, and make in such lands, along, over, or under the said aqueducts, conduits, or lines of pipes or other works of the Corporation, any streets, roads, fences, fence walls, mains, sewers, drains, or pipes, but nevertheless not so as to interfere with or injure the works of the Corporation, and to the reasonable satisfaction of their engineer.
- (8.) The Corporation in constructing the said aqueduct, conduit, or line of pipes shall make provision by culverts or otherwise, to the reasonable satisfaction of the owner for the time being of any lands now comprised in the said Spital Farm or Hutton Roof Farm, for carrying the future drainage of the said lands, and of any future buildings thereon, across the same.
- (9.) The provisions of the Waterworks Clauses Act, 1847, with respect to mines shall apply to all mines and minerals, whether now opened or worked or hereafter to be found, opened, or worked, in any lands the minerals in or under which now belong to the Earl of Lonsdale (or to trustees for his benefit), and to the easement to be acquired by the Corporation in the said lands under this Act.

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For the protection of the devisees in trust under the will of Peter Ormrod.

**34.** For the protection of the devisees in trust under the will of Peter Ormrod of estates in the townships of Over Wyersdale, Nether Wyersdale, and Barnacre-with-Bonds, and their or his sequels in estate (who are included under the word "devisees" where used in this section), the following provisions shall have effect; that is to say,

- (1.) Except as herein-after provided, all works to be constructed by the Corporation under the powers of this Act in or upon any lands of the devisees shall be completed within five years from the time when the Corporation shall first take possession of any portion of the said lands.
- (2.) The Corporation shall not, without the consent in writing of the devisees, enter upon, take, or use, either temporarily or permanently, any lands of the devisees, or any estates, rights, easements, privileges, or interest in, over, or upon the same, except that the Corporation may purchase, and the devisees shall sell and grant to the Corporation, an easement with respect to the aqueduct through the said lands, in accordance with the section of this Act of which the marginal note is "Corporation may acquire easement only in certain lands."
- (3.) The Corporation may from time to time lay an additional line or lines of pipes through the said lands, provided that such pipes shall be laid as near as practicable alongside the pipe first laid through the said lands, and provided also that three months at least before commencing any works for that purpose the Corporation shall serve upon the devisees or their agent notice in writing of their intention so to do, and shall complete all such works and cover in the said pipes, within eighteen months from the service of such notice, to the reasonable satisfaction of the devisees or their agent.
- (4.) The powers for the compulsory purchase of any such easements shall not with respect to any lands of the devisees be exercised after the expiration of five years from the passing of this Act.
- (5.) The Corporation shall not take or appropriate nor (except for the purpose of the diversion herein-after directed) interfere with any springs, streams, or waters which they may find on the lands of the devisees, but shall so divert the same that they shall flow on the lands of the devisees as nearly as may be in the same course and at the same level as at present.

(6.) The said devisees may, at the reasonable cost of the Corporation, employ, for the whole or any portion of the time during which any of the said works are being constructed on the lands of the devisees, two men as watchers, to prevent poaching and trespass on the said estate by persons employed upon the said works, and the Corporation shall, if so required by the said devisees, dismiss any such person found poaching and trespassing, or for other reasons objectionable. Such costs may, if so desired by either the Corporation or the said devisees, be commuted for a fixed sum payable, according to the time such watchers may be employed, after the rate of one hundred and twenty-five pounds a year.

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**35.** Nothing in this Act contained shall authorise the Corporation, without the previous consent in writing of Sir Humphrey de Trafford, Baronet, or his sequels in estate of his lands in the county of Lancaster shown upon the deposited plans and described in the deposited books of reference, to take or acquire any lands now belonging to him, or any right in any such lands, other than an easement or right of making through the same and of maintaining and using the aqueduct, conduit, or line of pipes 12thly described in and authorised by this Act, nor to enter upon, use, or interfere with any of such lands, either temporarily or permanently, except for the purpose of inspecting, maintaining, cleansing, repairing, conducting, or managing the said aqueduct, conduit, or line of pipes; and for the purposes aforesaid or any of them the Corporation shall not, except in cases of emergency, enter upon those lands, unless with such previous consent as aforesaid, oftener than twice in any year, and after having given forty-eight hours previous notice in writing of their intention so to do. In cases of emergency the Corporation shall, within forty-eight hours after entry, give notice in writing of the fact of entry and the nature of the emergency by which such entry was occasioned.

For the protection of Sir Humphrey de Trafford.

The said aqueduct, conduit, or line of pipes shall be constructed in accordance with the special provisions of this Act as to the aqueduct, conduit, or line of pipes from Lake Thirlmere to Prestwich by this Act authorised.

**36.** The following provisions shall apply and have effect for the protection of an estate in the townships of Lostock, Anderton, Heaton, Horwich, Rumworth, and Adlington, in the county of Lancaster, of which estate Charles Joseph Stonor is or claims to be the tenant for life, and for the protection of the said Charles Joseph

For the protection of the estate of C. J. Stonor.

[Ch. xxxvi.] *Manchester Corporation Waterworks* [42 VICT.]  
*Act, 1879.*

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- (1.) The Corporation shall not be entitled to purchase and take otherwise than by agreement any land or property of the owner, or any mines or minerals under the same, or any easement or right in or over such land or property, except as herein-after specified.
- (2.) The Corporation shall construct, maintain, and keep the aqueduct, conduit, and line of pipes for conveying the water through the said estate watertight in all respects.
- (3.) The Corporation may purchase, and the owner shall sell to the Corporation, an easement over or right of using in perpetuity for the purposes of this Act a piece of land of one chain in width, being half a chain on each side of the centre line of the aqueduct, conduit, or line of pipes authorised to be constructed by this Act through the said estate, and the Corporation shall, within two years after the passing of this Act, lay out such centre line through the said estate, and shall submit to the owner a plan showing such centre line, which shall not afterwards be altered without his consent.
- (4.) The powers for the compulsory purchase of any such easement shall not be exercised after the expiration of five years from the passing of this Act.
- (5.) Unless otherwise agreed between the owner and the Corporation, the consideration for the purchase of the said right shall be an annual rent charged upon and payable half yearly out of the rates leviable by the Corporation under this Act.
- (6.) All works in or upon the said piece of land shall, except as herein-after provided, be completed within three years from the time when the Corporation first take possession of any part of the said piece of land, and after the expiration of the said period no portion of aqueduct shall be constructed or pipe laid on or in the said piece of land, except as herein-after specified, otherwise than by agreement:
- (7.) The Corporation may from time to time lay an additional line or lines of pipes within the said piece of land, provided that such pipes shall be laid as near as practicable alongside the pipe first laid through the said piece of land, and provided also that three months at least before commencing any works for that purpose the Corporation shall



- serve upon the owner or his agent notice in writing of their intention so to do, and shall complete all such works and cover in the said pipes, within eighteen months from the service of such notice, to the reasonable satisfaction of the owner or his agent.
- (8.) The Corporation in constructing the said aqueduct, conduit, or line of pipes shall make provision by culverts or otherwise, to the reasonable satisfaction of the owner or his agent, for carrying the future drainage of the said estate under or across the same.
- (9.) The Corporation shall reconstruct all fences on the said estate which may be interfered with during the construction of any work, and shall provide, maintain; and keep in every such fence over or near the aqueduct, conduit, or line of pipes a gate for the use of the owner and of the officers and workmen of the Corporation.
- (10.) Any telegraph wires laid by the Corporation through the said estate shall be placed underground.
- (11.) The Corporation shall not in constructing or laying the said aqueduct, conduit, or line of pipes within the said piece of land deviate upwards from the level thereof as shown on the deposited sections, so as to increase the height of any embankment shown on the said sections, unless with the consent of the owner.
- (12.) The Corporation shall, in addition to any other compensation payable by them under this Act in respect of the said estate, make full compensation to the owner and his tenants for all damages and loss occasioned to them or any of them respectively by any acts of the Corporation, their officers or contractors, or any workmen employed by them or any of them.
- (13.) The Corporation shall also, if required by the owner, pay for the employment by the owner of two persons to watch any workmen employed by them or their contractors or agents within the said estate, in order to prevent trespass and poaching during the execution of any work in the said piece of land, and shall discontinue or cause to be discontinued the employment of any workman who shall prove objectionable or annoying to the owner or any of his tenants.
- (14.) The Corporation shall, to the reasonable satisfaction of the owner or his agent, reinstate all watercourses, drains,

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fences, roads, and footpaths which may be crossed, injured, or interfered with under the powers of this Act.

(15.) It shall be lawful for the owner to form, lay out, and make along, over, or under the said aqueduct or line or lines of pipe any streets, roads, mains, sewers, drains, or pipes, and any additional expense caused in any such work by reason of the said aqueduct, conduit, or line of pipes, or any protection required for the same, shall be repaid from time to time, on demand, to the owner by the Corporation.

(16.) Any difference which may from time to time arise between the owner and the Corporation with respect to any payment to be made by the Corporation to the owner shall be settled as if such difference were a question of disputed compensation, and any money payable by the Corporation to the owner by virtue of this section may be recovered in any court of competent jurisdiction.

For the protection of the estate of Sir Charles Henry Tempest, Baronet.

**37.** The following provisions shall apply and have effect for the protection of an estate in the townships of Heaton and Rumworth, in the county of Lancaster, of which estate Sir Charles Henry Tempest, Baronet, is or claims to be the tenant for life, and for the protection of the said Sir Charles Henry Tempest, or other the owner or owners for the time being of the said estate or any part thereof, who are in this section meant by and included in the expression "the owner":

(1.) The Corporation shall not, without the consent of the owner, enter upon or take or use, either temporarily or permanently, any part of the said estate, or any rights, easements, privileges, or interest in or over or upon the same, except that the Corporation may purchase, and the owner shall sell and grant to the Corporation, an easement with respect to the aqueduct through the said estate, in accordance with the section of this Act of which the marginal note is "Corporation may acquire easement only in certain lands."

(2.) Except as herein-after provided, all works in or upon the said estate shall be completed within two years from the time when the Corporation first take possession of any part of the said estate, but the Corporation may from time to time lay an additional line or lines of pipes through the said estate, provided that such pipes shall be so laid as near as practicable alongside the pipe first laid through the same, and provided also that three months at least before commencing any works for that purpose the Corporation shall

serve upon the owner or his agent notice in writing of their intention so to do, and shall complete all such works and cover in the said pipes, within eighteen months from the service of such notice, to the reasonable satisfaction of the owner or his agent.

- (3.) The Corporation shall construct, maintain, and keep the aqueduct, conduit, and line of pipes for conveying the water through the said estate watertight in all respects.
- (4.) Unless otherwise agreed between the owner and the Corporation, the consideration for the purchase of the said rights shall be annual rents charged upon and payable half yearly out of the rates leviable by the Corporation under this Act.
- (5.) The Corporation in constructing the said aqueducts, conduits, or lines of pipes shall make provision by culverts or otherwise, to the reasonable satisfaction of the owner or his agent, for carrying the future drainage of the said estate across the same.
- (6.) The Corporation shall reconstruct all fences on the said estate which may be interfered with during the construction of any work, and shall provide, maintain, and keep in every such fence over or near the aqueducts, conduits, or lines of pipes a gate for the use of the owner and of the officers and workmen of the Corporation.
- (7.) Any telegraph wires laid by the Corporation through the said estate shall be placed underground.
- (8.) The Corporation shall not in constructing or laying the said aqueducts, conduits, or lines of pipes through the said estate deviate upwards from the level thereof as shown on the deposited sections, so as to increase the height of any embankment shown on the said sections, unless with the consent of the owner.
- (9.) The Corporation shall, in addition to any other compensation payable by them under this Act in respect of the said estate, make full compensation to the owner and his tenants for all damages and loss occasioned to them or any of them respectively by any acts of the Corporation, their officers or contractors, or any workmen employed by them or any of them.
- (10.) The Corporation shall not take or appropriate nor (except for the purpose of the diversion herein-after directed) interfere with any springs, streams, or waters which they may find on the said estate, but shall so divert the same that

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they shall flow through the same as nearly as may be in the same course and at the same level as at present.

- (11.) The Corporation shall, to the reasonable satisfaction of the owner or his agent, reinstate all watercourses, drains, fences, roads, and footpaths which may be crossed, injured, or interfered with under the powers of this Act.
- (12.) It shall be lawful for the owner to form, lay out, and make along, over, or under the said aqueducts, conduits, or lines of pipes any streets, roads, mains, sewers, drains, or pipes, and any additional expense caused in any such work by reason of the said aqueducts, conduits, or lines of pipes, or any protection required for the same, shall be repaid from time to time, on demand, to the owner by the Corporation.
- (13.) Any difference which may from time to time arise between the owner and the Corporation with respect to any payment to be made by the Corporation to the owner shall be settled as if such difference were a question of disputed compensation, and any money payable by the Corporation to the owner by virtue of this section may be recovered in any court of competent jurisdiction.

For the protection of the estate of Edward Petre.

**38.** The following provisions shall apply and have effect for the protection of an estate in the township of Salmesbury, in the county of Lancaster, of which estate Edward Petre is or claims to be the tenant for life, and for the protection of the said Edward Petre, or other the owner or owners for the time being of the said estate or any part thereof, who are in this section meant by and included in the expression "the owner":

- (1.) The Corporation shall not, without the consent of the owner, enter upon, take, or use, either temporarily or permanently, any part of the estate of the owner, or any rights, easements, privileges, or interest in or over or upon the same, except that the Corporation may purchase, and the owner shall sell and grant to the Corporation, an easement with respect to the aqueduct through the said estate, in accordance with the section of this Act of which the marginal note is "Corporation may acquire easement only in certain lands."
- (2.) Except as herein-after provided, all works in or upon the said estate shall be completed within two years from the time when the Corporation first take possession of any part of the said estate, but the Corporation may from time to time lay an additional line or lines of pipes through the said

estate, provided that such pipes shall be so laid as near as practicable alongside the pipe first laid through the same, and provided also that three months at least before commencing any works for that purpose the Corporation shall serve upon the owner or his agent notice in writing of their intention so to do, and shall complete all such works and cover in the said pipes, within eighteen months from the service of such notice, to the reasonable satisfaction of the owner or his agent.

- (3.) The Corporation shall construct, maintain, and keep the aqueducts, conduits, and lines of pipes aforesaid watertight in all respects, and in that part of the estate comprising the lands numbered on the deposited plans 9, in the parish of Blackburn, in which the said work is shown on the deposited sections to be above the surface of the ground, the same shall be laid or constructed either within an embankment with slopes on either side not steeper in any part than one in five, and leaving a covering of not less than eighteen inches from the surface of the embankment to the said work on all sides thereof.
- (4.) Unless otherwise agreed between the owner and the Corporation, the consideration for the purchase of the said rights shall be annual rents respectively charged upon and payable half yearly out of the rates leviable by the Corporation under this Act.
- (5.) The Corporation in constructing the said aqueducts, conduits, or lines of pipes shall make provision by culverts or otherwise, to the reasonable satisfaction of the owner or his agent, for carrying the future drainage of the said estate across the same.
- (6.) The Corporation shall reconstruct all fences on the said estate which may be interfered with during the construction of any work, and shall provide, maintain, and keep in every such fence over or near the aqueducts, conduits, or lines of pipes a gate for the use of the owner and of the officers and workmen of the Corporation.
- (7.) Any telegraph wires laid by the Corporation through the said estate shall be placed underground.
- (8.) The Corporation shall not in constructing or laying the said aqueducts, conduits, or lines of pipes through the said estate deviate upwards from the level thereof as shown on the deposited sections, so as to increase the height of any embankment shown on the said sections, unless with the consent of the owner.

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- (9.) The Corporation shall, in addition to any other compensation payable by them under this Act in respect of the said estate, make full compensation to the owner and his tenants for all damages and loss occasioned to them or any of them respectively by any acts of the Corporation, their officers or contractors, or any workmen employed by them or any of them.
- (10.) The Corporation shall not take or appropriate nor (except for the purpose of the diversion herein-after directed) interfere with any springs, streams, or waters which they may find on the said estate, but shall so divert the same that they shall flow on the said estate as nearly as may be in the same course and at the same level as at present.
- (11.) The Corporation shall, to the reasonable satisfaction of the owner or his agent, reinstate all watercourses, drains, fences, roads, and footpaths which may be crossed, injured, or interfered with under the powers of this Act.
- (12.) It shall be lawful for the owner to form, lay out, and make along, over, or under the said aqueducts, conduits, or lines of pipes any streets, roads, mains, sewers, drains, or pipes, and any additional expense caused in any such work by reason of the said aqueducts, conduits, or lines of pipes, or any protection required for the same, shall be repaid from time to time, on demand, to the owner by the Corporation.
- (13.) Any difference which may from time to time arise between the owner and the Corporation with respect to any payment to be made by the Corporation to the owner shall be settled as if such difference were a question of disputed compensation, and any money payable by the Corporation to the owner by virtue of this section may be recovered in any court of competent jurisdiction.

For the protection of the estate of Charles Johnson and Ruth Johnson.

**39.** The following provisions shall apply and have effect for the protection of an estate in the township of Horwich, in the county of Lancaster, of which estate Charles Johnson and Ruth Johnson, or one of them, is or are or claim to be the owners in fee, and for the protection of the said Charles Johnson and Ruth Johnson, or other the owner or owners for the time being of the said estate or any part thereof, who are in this section meant by and included in the expression "the owner":

- (1.) The Corporation shall not be entitled to purchase and take otherwise than by agreement any land or property of the owner, or any mines or minerals under the same, or any easement or right in or over such land or property, except

that the Corporation may purchase, and the owner shall sell and grant to the Corporation, an easement with respect to the aqueduct through the said estate, in accordance with the section of this Act of which the marginal note is "Corporation may acquire easement only in certain lands." A.D. 1879.

(2.) The Corporation shall construct, maintain, and keep the aqueduct, conduit, and line of pipes for conveying the water through the said estate watertight in all respects, and in that part of the lands numbered on the deposited plans 45, 46, 47, 49, 50, 51, and 52, in the parish of Dean, in which the said work is shown on the deposited sections to be above the surface of the ground, the same shall be laid or constructed within an embankment with slopes on either side not steeper in any part than one in five, and leaving a covering of not less than eighteen inches from the surface of the embankment to the said work on all sides thereof, to the reasonable satisfaction of the owner.

(3.) Unless otherwise agreed between the owner and the Corporation, the consideration for the purchase of the said right shall be an annual rent charged upon and payable half yearly out of the rates leviable by the Corporation under this Act.

(4.) Except as herein-after provided, all works in or upon the said piece of land shall be completed within two years from the time when the Corporation first take possession of any part of the said piece of land, but the Corporation may from time to time lay an additional line or lines of pipes within the said piece of land, provided that such pipes shall be laid as near as practicable alongside the pipe first laid through the said piece of land, and provided also that three months at least before commencing any works for that purpose the Corporation shall serve upon the owner or his agent notice in writing of their intention so to do, and shall complete all such works and cover in the said pipes, within eighteen months from the service of such notice, to the reasonable satisfaction of the owner or his agent.

(5.) The Corporation in constructing the said aqueduct, conduit, or line of pipes shall make provision by culverts or otherwise, to the reasonable satisfaction of the owner or his agent, for carrying the future drainage of the said estate across the same.

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- (6.) The Corporation shall reconstruct all fences on the said estate which may be interfered with during the construction of any work, and shall provide, maintain, and keep in every such fence over or near the aqueduct, conduit, or line of pipes a gate for the use of the owner and of the officers and workmen of the Corporation.
- (7.) Any telegraph wires laid by the Corporation through the said estate shall be placed underground.
- (8.) The Corporation shall not in constructing or laying the said aqueduct, conduit, or line of pipes within the said piece of land deviate upwards from the level thereof as shown on the deposited sections, so as to increase the height of any embankment shown on the said sections, unless with the consent of the owner.
- (9.) The Corporation shall, in addition to any other compensation payable by them under this Act in respect of the said estate, make full compensation to the owner and his tenants for all damages and loss occasioned to them or any of them respectively by any acts of the Corporation, their officers or contractors, or any workmen employed by them or any of them.
- (10.) The Corporation shall not take or appropriate nor (except for the purpose of the diversion herein-after directed) interfere with any springs, streams, or waters which they may find on the lands of the owner, but shall so divert the same that they shall flow on the lands of the owner as nearly as may be in the same course and at the same level as at present.
- (11.) The Corporation shall, to the reasonable satisfaction of the owner or his agent, reinstate all watercourses, drains, fences, roads, and footpaths which may be crossed, injured, or interfered with under the powers of this Act.
- (12.) It shall be lawful for the owner to form, lay out, and make along, over, or under the said aqueduct or line or lines of pipes any streets, roads, mains, sewers, drains, or pipes, and any additional expense caused in any such work by reason of the said aqueduct, conduit, or line of pipes, or any protection required for the same, shall be repaid from time to time, on demand, to the owner by the Corporation.
- (13.) Any difference which may from time to time arise between the owner and the Corporation with respect to any payment to be made by the Corporation to the owner shall be settled as if such difference were a question of dis



puted compensation, and any money payable by the Corporation to the owner by virtue of this section may be recovered in any court of competent jurisdiction.

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40. The Corporation, if so required by William Ford Hulton or other the owner or owners for the time being of his estates in the townships of West Houghton and Over Hulton, in the parish of Dean, shall carry the water through the said estates by means of iron pipes in lieu of an aqueduct, and shall lay such pipes through the tunnel to be made under the lands numbered on the deposited plans 106 to 112 (both inclusive) in the said parish of Dean; provided that the Corporation may, if they think fit, in lieu of laying such pipes along the road numbered on the said plans 124, in the said parish of Dean, deviate into and lay the said pipes in land of the said William Ford Hulton skirting the wood adjoining the said road, but so that such deviation shall not at any point exceed the distance of one hundred and fifty yards from the position of the said aqueduct as shown on the deposited plans: Provided also, that no pipe shall be laid in any part of the said estates so as to have a covering of less than two feet below the general natural surface of the ground over such pipe, nor less than two feet over the top of each pipe which may be laid under the Park Road.

For the protection of William Ford Hulton.

The Corporation shall acquire only an easement with respect to the conduit or line of pipes in and over so much of the said estates of the said William Ford Hulton, in accordance with the section of this Act the marginal note of which is "Corporation may acquire easement only in certain lands."

Any telegraph wires laid by the Corporation through the said estates of the said William Ford Hulton shall be placed underground.

The Corporation shall construct, maintain, and keep the aqueduct, conduit, and line of pipes for conveying the water through the said estates watertight in all respects.

41. And whereas the works authorised by this Act in the parish of Blackburn, in the county of Lancaster, as delineated upon the deposited plans and sections, will pass through the sewage irrigation farms of the mayor, aldermen, and burgesses of the borough of Blackburn (herein referred to as "the Blackburn Corporation") carried on under the Blackburn Improvement Act, 1870: Therefore the following provisions shall be in force with respect to the said works within the area of the said farms, and for the protection of the Blackburn Corporation; that is to say,

For the protection of the Corporation of Blackburn.

33 & 34 Vict. c. clx.

(1.) The Corporation shall acquire only an easement in and over so much of the said farms as may be necessary for constructing and maintaining the said works.

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- (2.) The clauses and provisions of the Railways Clauses Consolidation Act, 1845, incorporated with this Act shall not apply to the said farms.
- (3.) The aqueduct, conduit, or line of pipes for conveying the water through the said farms in that part of the farm numbered on the deposited plans 43a, in the parish of Blackburn, in which the said work is shown on the deposited sections to be above the surface of the ground, shall be laid or constructed either within an embankment with slopes on either side not steeper in any part than one in fifteen, and leaving a covering of not less than two feet from the surface of the embankment to the said work on all sides thereof, or upon a substantial arch of brick or stone.
- (4.) In the construction and maintenance of the said works the Corporation shall first carefully remove from the surface all vegetable soil on the line or site of the works, and on the completion of the works, or of any repair or other maintenance, they shall evenly spread such soil over the surface of the ground, whether embankment or otherwise, and dress and restore the surface as nearly as may be to its former state, and all surplus material arising from the construction or maintenance of the works shall be disposed of within a reasonable distance from the works, as the Blackburn Corporation may from time to time direct.
- (5.) The said works shall be constructed and maintained so that the draining, irrigation, and other sewage farm operations of the Blackburn Corporation, either present or future, shall not be in anywise impeded or interfered with; and nothing in this Act contained shall lessen or take away the right of the Blackburn Corporation of passing over and using the land over or near to the aqueduct, conduit, or line of pipes for the purposes of their draining, irrigation, and other sewage works, and all purposes whatsoever, doing no unnecessary damage to the aqueduct, conduit, or line of pipes.
- (6.) All fences, hedges, ditches, drains, watercourses, and works interfered with shall be restored and made good to the reasonable satisfaction of the Blackburn Corporation, and wherever the line of pipes passes through or under the site of any fence the Corporation shall make and maintain, in substitution for such part of such fence, an iron gate or gates of a design and strength to be approved of by and to be erected under the superintendence and to the reasonable

satisfaction of the Blackburn Corporation, such gate or gates to be always kept closed and locked when not being passed through by the Corporation, their agents, servants, or workmen.

- (7.) All works within or affecting the said farms shall be executed at the expense of the Corporation, and prior to the commencement of any such works from time to time the Corporation shall furnish to the Blackburn Corporation plans, sections, and specifications thereof.
- (8.) If by reason of the construction, repair, or other maintenance of the works by this Act authorised the said farms or the lands thereof, or any drains or other works therein, or any crops or works thereon, shall at any time be damaged or injured, or the operations of the Blackburn Corporation thereon impeded or interfered with or rendered more difficult or costly, the Corporation shall from time to time make full compensation for any loss or expense occasioned thereby.
- (9.) Every amount to be paid for the acquisition of an easement in and upon the said farms as herein-before provided, and for the compensation for damage or injury to the said farms and the works thereon, and other matters for which compensation as herein-before provided has to be paid, shall from time to time be settled, in case of difference, by an engineer to be appointed, on the application of either party, by the President for the time being of the Institution of Civil Engineers, and the costs of every such reference and of ascertaining the amount to be paid shall be borne and paid as if such amount had been ascertained in accordance with the provisions of the Lands Clauses Consolidation Act, 1845.

42. For the protection of the mayor, aldermen, and burgesses of the borough of Bolton (in this section referred to as "the Bolton Corporation"), the following provisions shall have effect; (that is to say,)

For the protection of the Corporation of Bolton.

- (1.) Before executing any works by this Act authorised over, under, or within ten feet of any gas or water main or pipe (other than a service pipe) of the Bolton Corporation, the Corporation shall give to the Bolton Corporation three days notice in writing of their intention to commence the said works, and the same shall be constructed under the superintendence and to the reasonable satisfaction of the engineer of the Bolton Corporation, and the Corpo-

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ration shall take such precautions and do such works for preventing as far as possible any injury or interruption to the works and gas and water supply of the Bolton Corporation as their engineer shall reasonably require, and shall pay all the reasonable expenses incurred by the Bolton Corporation in superintending the construction of such works and incident thereto, and shall make good all damage to be occasioned thereby.

- (2.) Every conduit or water pipe (other than a service pipe) of the Corporation laid across any gas or water main or pipe (other than a service pipe) of the Bolton Corporation shall be so constructed and laid as to leave between them a space of one foot at least, and to be self-supporting for a distance of three feet at least on either side of such gas or water main or pipe at the point of crossing, so that the Bolton Corporation may the more easily repair the same gas or water main or pipe when necessary.
- (3.) If by reason of the execution of the works by this Act authorised any gas or water main or pipe of the Bolton Corporation be injured, or any additional or increased length of main or pipe become requisite, the Bolton Corporation, at the expense of the Corporation in all things, may make such repairs, connexions, and additions as may be required; provided that if the Bolton Corporation neglect after reasonable notice to make the same, they may be made by the Corporation.
- (4.) If by reason of the execution of any of the works by this Act authorised any interruption be occasioned to the supply of gas or water by the Bolton Corporation, the Corporation shall forfeit and pay to the Bolton Corporation the sum of twenty pounds for every day during which such interruption to either gas or water supply shall continue, and the Bolton Corporation may recover the same with full costs of suit in any court of competent jurisdiction.
- (5.) The Corporation shall not, except with the consent of the Bolton Corporation under their corporate seal, supply water for any purpose, either directly or indirectly, in any township or place within the limits for the time being of the supply of water by the Bolton Corporation; provided that nothing herein contained shall interfere with the provisions of section 36 of the Bolton Corporation Act, 1872, with respect to the supply of water within the township of Worsley.

35 & 36 Vict.  
c. lxxviii.

(6.) If any difference arise between the Corporation and the Bolton Corporation touching this section, or anything to be done or not to be done, or any money other than a penalty to be paid thereunder, such difference shall be determined by an arbitrator to be agreed upon between the parties, or in default of agreement to be appointed (on the application of either of the parties) by the President for the time being of the Institution of Civil Engineers. A.D. 1879.

**43.** For the protection of the mayor, aldermen, and burgesses of the borough of Lancaster (in this section referred to as the Lancaster Corporation), the following provisions shall have effect; (that is to say,) For the protection of the Corporation of Lancaster.

(1.) Before executing any works by this Act authorised over, under, or within ten feet of any gas or water main, conduit, or pipe (other than a service pipe) of the Lancaster Corporation, the Corporation shall give the Lancaster Corporation seven days notice in writing of their intention to commence the said works, and the same shall be executed under the superintendence and to the reasonable satisfaction of the engineer of the Lancaster Corporation, and the Corporation shall take such precautions and do such works for preventing as far as possible any injury or interruption to the works and gas and water supply of the Lancaster Corporation as their engineer shall reasonably require, and shall pay all reasonable expenses incurred by the Lancaster Corporation in superintending the construction of such works and incident thereto, and shall make good all damage to be occasioned thereby.

(2.) Every aqueduct, conduit, or water pipe of the Corporation laid across any gas or water main, conduit, or pipe (other than a service pipe) of the Lancaster Corporation shall be so constructed, maintained, and laid as to leave between them a space of one foot at the least, and to be self-supporting for a distance of three feet at least on either side of such gas or water main, conduit, or pipe, at the point of crossing, so that the Lancaster Corporation may the more easily repair the same gas or water main, conduit, or pipe when necessary.

(3.) If by reason or in consequence of the execution, maintenance, repair, non-repair, defect, or failure of any of the works by this Act authorised, any gas or water main, conduit, or pipe of the Lancaster Corporation be injured, or any additional or increased length of main or pipe or alteration of

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conduit become requisite, the Lancaster Corporation, at the expense of the Corporation in all things, may make such repairs, connexions, alterations, and additions as may be required; provided that if the Lancaster Corporation neglect after reasonable notice to make the same, they may be made by the Corporation.

- (4.) If by reason or in consequence of the execution, maintenance, repair, non-repair, defect, or failure of any of the works by this Act authorised any interruption be occasioned to the supply of gas or water by the Lancaster Corporation, the Corporation shall forfeit and pay to the Lancaster Corporation, as and by way of liquidated damages, the sum of twenty pounds for every day during which such interruption as to either gas or water supply shall continue, and the Lancaster Corporation may recover the same with full costs of suit in any court of competent jurisdiction.
- (5.) The Corporation shall not, except with the consent of the Lancaster Corporation under their corporate seal, supply water for any purpose, either directly or indirectly, in any township or place to or within which the Lancaster Corporation are for the time being authorised by Act of Parliament, or to or within which they have agreed with the local authority to supply water in bulk or otherwise.
- (6.) If any difference arise between the Corporation and the Lancaster Corporation touching this section, or anything to be done or not to be done under this section, or any money (other than a penalty) to be paid thereunder, such difference shall be determined by an arbitrator to be agreed upon between the parties, or in default of agreement to be appointed (on the application of either of the parties) by the President for the time being of the Institution of Civil Engineers, and the decision of the arbitrator shall be binding and conclusive on both parties, and the costs of the arbitration shall be in the discretion of the arbitrator.
- (7.) Nothing in this Act contained shall prejudice or affect any of the rights or privileges of the Lancaster Corporation under their existing Acts, or any Act or Acts incorporated therewith.

For the protection of the Corporation of Liverpool.

44. Notwithstanding the provisions of the Waterworks Clauses Act, 1847, and the lines, levels, and limits of deviation shown upon the deposited plans, the following provisions shall apply, and the Corporation shall conform thereto, unless otherwise agreed between

them and the mayor, aldermen, and burgesses of the borough of Liverpool, herein-after in this section called "the Liverpool Corporation":

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(1.) No part of the proposed works in the township of Anderton shall be deviated from the lines and levels shown upon the deposited plans and sections, so that any part of the said works shall be nearer to the water main, compensation goit, and sand-washing goit belonging to the Liverpool Corporation in the said township, without the consent in writing of that Corporation.

(2.) The Corporation shall not remove, displace, or in any way alter or interfere with the water main, the compensation goit, or the sand-washing goit belonging to the Liverpool Corporation in the said township without their consent, which the said last-mentioned Corporation are hereby empowered to give, subject to such conditions as shall be prescribed therein, and the Corporation shall not be entitled to any compensation from the Liverpool Corporation in consequence of any injury to any water main or other work of the Corporation by reason of the bursting, fracture, defect, or giving way of any water main, goit, or other work of the Liverpool Corporation which is now laid, or with any water main, goit, or other work of the same dimensions, and laid in the same position, in substitution for any existing water main, goit, or other work, unless the same shall happen through the neglect or default of the Liverpool Corporation.

(3.) Before executing any works by this Act authorised over, under, or within five feet of the water main, the compensation goit, or the sand-washing goit belonging to the Liverpool Corporation, the Corporation shall give to the Liverpool Corporation seven days notice in writing of their intention so to do, and such works shall be constructed under the superintendence and to the reasonable satisfaction of the engineer of the Liverpool Corporation, and the Corporation shall take such precautions and do such works for preventing as far as possible any injury or interruption to the works and water supply of the Liverpool Corporation as their engineer shall reasonably require, and shall pay all the reasonable expenses of the Liverpool Corporation of superintending the construction of such works and incident thereto, and make good all damage to be occasioned thereby.

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(4.) If by reason of the construction of any of the works by this Act authorised interruption shall at any time be occasioned to the water supply of the Liverpool Corporation, or to any supply of water for compensation, or to any supply of water to any person or body which the Liverpool Corporation are under obligation to supply, or if any such interruption shall be occasioned during any repairs of the works of the Corporation, or for or by reason of any want of repair or due or proper maintenance thereof, the Corporation shall forfeit and pay to the Liverpool Corporation, as or by way of ascertained damages, the sum of fifty pounds for every day during which such interruption shall continue, and the same sum may be recovered with full costs of suit by the Liverpool Corporation in an action of debt in any Division of Her Majesty's High Court of Justice, or in any court of competent jurisdiction.

(5.) If any difference shall arise between the Corporation and the Liverpool Corporation touching the foregoing provisions for the protection of the Liverpool Corporation, or anything to be done or not to be done thereunder, such difference shall be determined by an arbitrator to be agreed upon between the parties, or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers, upon the application in writing of either party, and the decision of the arbitrator shall be binding and conclusive on all parties, and the costs of the arbitration shall be in the discretion of the arbitrator.

For the protection of the Corporation of Preston.

45. For the protection of the mayor, aldermen, and burgesses of the borough of Preston (in this section referred to as the Preston Corporation), the following provisions shall have effect; (that is to say,)

(1.) Before executing any works by this Act authorised over, under, or within ten feet of any gas or water main, conduit, or pipe (other than a service pipe) of the Preston Corporation, the Corporation shall give the Preston Corporation three days notice in writing of their intention to commence the said works, and the same shall be constructed under the superintendence and to the reasonable satisfaction of the engineer of the Preston Corporation, and the Corporation shall take such precautions and do such works for preventing as far as possible any injury or interruption to the works and gas and water supply of the Preston Corporation as their engineer shall reasonably require, and



- shall pay all reasonable expenses incurred by the Preston Corporation in superintending the construction of such works and incident thereto, and shall make good all damage to be occasioned thereby.
- (2.) Every conduit or water pipe (other than a service pipe) of the Corporation laid across any gas or water main, conduit, or pipe (other than a service pipe) of the Preston Corporation shall be so constructed and laid as to leave between them a space of one foot at the least, and to be self-supporting for a distance of three feet at least on either side of such gas or water main, conduit, or pipe, at the point of crossing, so that the Preston Corporation may the more easily repair the same gas or water main, conduit, or pipe when necessary.
  - (3.) If by reason of the execution of the works by this Act authorised any gas or water main, conduit, or pipe of the Preston Corporation be injured, or any additional or increased length of main or pipe or alteration of conduit become requisite, the Preston Corporation, at the expense of the Corporation in all things, may make such repairs, connexions, alterations, and additions as may be required; provided that if the Preston Corporation neglect after reasonable notice to make the same, they may be made by the Corporation.
  - (4.) If by reason of the execution of any of the works by this Act authorised any interruption be occasioned to the supply of gas or water by the Preston Corporation, the Corporation shall forfeit and pay to the Preston Corporation the sum of twenty pounds for every day during which such interruption as to either gas or water supply shall continue, and the Preston Corporation may recover the same with full costs of suit in any court of competent jurisdiction.
  - (5.) The Corporation shall not, except with the consent of the Preston Corporation under their corporate seal, supply water for any purpose, either directly or indirectly, in any township or place within the limits for the time being of the supply of water by the Preston Corporation, or within the limits of any district now supplied by the Preston Corporation by virtue of any agreement with the local authority of any such district during the continuance of any such agreement.
  - (6.) If any difference arise between the Corporation and the Preston Corporation touching this section, or anything to

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be done or not to be done, or any money, other than a penalty, to be paid thereunder, such difference shall be determined by an arbitrator to be agreed upon between the parties, or in default of agreement to be appointed (on the application of either of the parties) by the President for the time being of the Institution of Civil Engineers.

(7.) Nothing in this Act contained shall prejudice or affect any of the rights or privileges of the Preston Corporation under their existing Acts, or any Act or Acts incorporated therewith.

For the protection of the Corporation of Salford.

**46.** For the protection of the mayor, aldermen, and burgesses of the borough of Salford (in this section referred to as the Salford Corporation), the following provisions shall have effect; (that is to say,)

- (1.) Before executing any works by this Act authorised over, under, or within ten feet of any gas main or pipe (other than a service pipe) of the Salford Corporation, the Corporation shall give to the Salford Corporation three days notice in writing of their intention to commence the said works, and the same shall be constructed under the superintendence and to the reasonable satisfaction of the engineer of the Salford Corporation, and the Corporation shall take such precautions and do such works for preventing as far as possible any injury or interruption to the works and gas supply of the Salford Corporation as their engineer shall reasonably require, and shall pay all the reasonable expenses incurred by the Salford Corporation in superintending the construction of such works and incident thereto, and shall make good all damage to be occasioned thereby.
- (2.) Every conduit or water pipe (other than a service pipe) of the Corporation laid across any gas main or pipe (other than a service pipe) of the Salford Corporation shall be so constructed and laid as to leave between them a space of one foot at least, and to be self-supporting for a distance of three feet at least on either side of such gas main or pipe, at the point of crossing, so that the Salford Corporation may the more easily repair such main or pipe when necessary.
- (3.) If by reason of the execution of the works by this Act authorised any gas main or pipe of the Salford Corporation be injured, or any additional or increased length of main or pipe become requisite, the Salford Corporation, at the expense of the Corporation in all things, may make such repairs, connexions, and additions as may be required; pro-

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vided that if the Salford Corporation neglect after reasonable notice to make the same, they may be made by the Corporation.

- (4.) If by reason of the execution of any of the works by this Act authorised any interruption be occasioned to the supply of gas by the Salford Corporation, the Corporation shall forfeit and pay to the Salford Corporation the sum of twenty pounds for every day during which such interruption shall continue, and the Salford Corporation may recover the same with full costs of suit in any court of competent jurisdiction.
- (5.) If any difference arise between the Corporation and the Salford Corporation touching this section; or anything to be done or not to be done, or any money, other than a penalty, to be paid thereunder, such difference shall be determined by an arbitrator to be agreed upon between the parties, or in default of agreement to be appointed (on the application of either of the parties) by the President for the time being of the Institution of Civil Engineers.

47. The Corporation shall not break up or interfere with at one time more than one half the width of the Hyde and Mottram turnpike road, in the county of Lancaster.

For the protection of the Hyde and Mottram turnpike trust.

48. The following provisions shall have effect for the protection of the Kendal Gas and Water Company (herein-after called the Kendal Company) :

For the protection of the Kendal Gas and Water Company.

(1.) Notwithstanding anything shown on the deposited plans, the Corporation shall not enter upon, take, or use under the authority of this Act any land belonging to the Kendal Company without the consent of that company, and in passing through the fields numbered on the deposited plans 280 and 281, in the parish of Kendal, the centre line of the aqueduct, conduit, or line of pipes ninthly described in and authorised by this Act shall be deviated to a distance of not less than fifteen yards to the westward of the said centre line in the said fields as shown on the said plans, and the Corporation shall not enter upon, take, or use any part of the said fields, or construct any works to the eastward of the said centre line as so deviated.

(2.) The Corporation shall not in any manner pollute, divert, or injuriously affect any of the waters flowing into the works of the Kendal Company, whether the same be surface or underground water; provided that the Corporation shall

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repay to the Kendal Company any reasonable cost they may have necessarily incurred in giving effect to the provisions of this sub-section, such cost to be recovered, in default of payment, in any court of competent jurisdiction.

(3.) The Corporation shall not in any manner affect injuriously any gas or water mains or pipes or other works of the Kendal Company.

(4.) The Kendal Company shall at all times have full power to pass over or under any work of the Corporation constructed under the authority of this Act for the purpose of such extensions, repairs, or alterations of their existing works as they from time to time think necessary, making full compensation, to be recovered as aforesaid, for any damage thereby occasioned to the works of the Corporation.

For the protection of the Fylde Waterworks Company.

**49.** For the protection of the Fylde Waterworks Company (in this section referred to as the Fylde Company), the following provisions shall have effect:

(1.) If for the purpose of constructing the works by this Act authorised the Corporation shall find it necessary or expedient to raise, sink, or otherwise alter the position of any water or other main pipe, valves, syphons, plugs, or other works laid down by or belonging to the Fylde Company, such raising, sinking, or alteration shall be done with as little detriment and inconvenience to that company as the circumstances will admit, and under the superintendence and to the reasonable satisfaction of the engineer of that company, if he think fit to attend, after receiving not less than forty-eight hours notice for that purpose.

(2.) Provided always, that it shall not be lawful for the Corporation to remove or displace any of the aforesaid mains or pipes (other than private service pipes), valves, syphons, plugs, or other works belonging to the Fylde Company, or to do anything to impede the passage of water into or through such mains or pipes, until good and sufficient mains or pipes, valves, syphons, plugs, and all other works necessary or proper for continuing the supply of water as sufficiently as the same was supplied by the mains or pipes proposed to be removed or displaced, shall, at the expense of the Corporation, have been first made and laid down in lieu thereof, and be ready for use in a position as little varying from that of the mains, pipes, valves, syphons, or plugs proposed to be removed or displaced as

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may be consistent with the construction of the works by this Act authorised, and to the reasonable satisfaction of the aforesaid engineer.

- (3.) The Corporation shall make good all damage done to the property of the Fylde Company by the disturbance thereof, and shall make full compensation to all parties for any loss or damage which they may sustain by reason of any interference with any mains, pipes, or works.
- (4.) The Corporation shall not, except with the consent of the Fylde Company under their common seal, supply water for any purpose, either directly or indirectly, within the limits for the supply of water prescribed by the Acts relating to the Fylde Company.
- (5.) If any difference arise between the Corporation and the Fylde Company with respect to any matter provided for in this section, such difference shall be determined by an arbitrator to be agreed upon between the parties, or in default of agreement to be appointed by the President for the time being of the Institution of Civil Engineers.

**50.** The Corporation shall not supply water for any purpose, either directly or indirectly, within the limits for the supply of water prescribed by the Acts relating to the Southport Waterworks Company.

For the protection of the Southport Waterworks Company.

**51.** Notwithstanding anything shown upon the deposited plans, it shall not be lawful for the Corporation, without the consent of the justices of the peace for the county palatine of Lancaster, to lay any pipe across or to interfere with the structure of the bridge over the River Irwell known as the Agecroft Bridge, but the Corporation may make the aqueduct, conduit, or line of pipes ninthly described in and authorised by this Act on either side of the said bridge within the limits of deviation marked on the deposited plans.

For the protection of the Agecroft Bridge over the Irwell.

**52.** In constructing and maintaining the works by this Act authorised, and in exercising any of the powers by this Act conferred, affecting any of the railways belonging to or worked or authorised to be constructed by the London and North-western Railway Company (herein-after referred to as the North-western Company) or the railway of the Manchester South Junction and Altrincham Railway Company (herein-after referred to as the South Junction Company), or any of the works thereof respectively, or any lands belonging to or used by those companies respectively in connexion with such railways and the works thereof, the Cor-

For the protection of railways and works of London and North-western Railway Company and Manchester South Junction and Altrincham Railway Company.

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- (1.) Notwithstanding anything contained in this Act to the contrary, the aqueducts, conduits, or lines of pipes respectively ninthly and twelfthly described in and authorised by this Act (herein-after referred to as Aqueducts No. 9 and No. 12 respectively), where the same shall cross the said railways, shall be carried across the said railways, as also any authorised widenings or deviations thereof respectively, according to the lines and levels as shown on the deposited plans and sections, and in the construction thereof the Corporation shall not deviate from such lines and levels without first obtaining the consent of the North-western Company or the South Junction Company, as the case may require, under their respective common seals.
- (2.) The Aqueduct No. 9 shall be carried under the Lancaster and Carlisle Railway, under the Bolton and Kenyon Railway, under the authorised deviation of that railway, under the mineral branch of the Little Hulton Extension Railway, and the Aqueduct No. 12 shall be carried under the Liverpool and Manchester Railway and the authorised widening thereof, under the Manchester South Junction and Altrincham Railway, under the Stockport and Manchester Railway and the authorised widening thereof, by means of walled passages or culverts, of sufficient height and width to admit of the same being examined to ascertain the condition and state of repair, and to effect the repairs and renewals thereof, and such walled passages or culverts shall at each such crossing extend for a distance of 25 feet on either side of the said railways and the authorised deviations and widenings of the said railways as aforesaid.
- (3.) The bridges by which it is proposed to carry the Aqueduct No. 9 over the Little Hulton Extension Railway, and the Aqueduct No. 12 over the Little Hulton and the Eccles, Tyldesley, and Wigan Railways, shall each have a clear centre span of not less than 48 feet, and two clear side spans of not less than 25 feet each, all measured on the square, and all of a clear height of 15 feet, measured from the level of the rails.
- (4.) All the works crossing or affecting the said respective railways, works, and lands, as also for the crossing of the

Aqueduct No. 9 over the Swinton tunnel on the Clifton Branch Railway, shall be executed at the expense of the Corporation, under the superintendence and to the reasonable satisfaction of the respective principal engineers of the North-western Company and the South Junction Company, as the case may require, and according to plans, sections, and specifications submitted to such respective engineers before any such works are commenced.

- (5.) If the principal engineers of the Corporation and of the North-western Company and of the South Junction Company respectively, as those companies may be affected, differ concerning the said plans, sections, and specifications, or concerning the execution of the said works, every such difference shall be referred to and determined by an engineer to be appointed by the principal engineers of the Corporation and of those two companies respectively, as they may be affected, or in default of agreement on such appointment, then by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers, on the application of the Corporation or of those two companies respectively, as they may be affected, and the costs of and incident to any such reference and determination shall be in the discretion of such referee engineer.
- (6.) When any such works or the maintenance, repairs, or renewals thereof are commenced, they shall be executed and completed with all despatch, and so that the traffic upon the said respective railways shall not be in anywise impeded or interfered with.
- (7.) In case the Corporation shall not at all times duly maintain and keep repaired and renewed the Aqueducts No. 9 and No. 12, walled passages or culverts, and works at such crossings of the said railways, or in case of any accident happening to or defect appearing in or there being any leakage from or bursting of those aqueducts at or near such crossings, the North-western Company (but as to the crossing of the Lancaster and Carlisle Railway and its said works, only during the lease to them of the undertaking of the Lancaster and Carlisle Railway Company, and thereafter the last-named company) and the South Junction Company, as the case may require, may effect such maintenance and repairs and renewals, and all works necessary to stop such leakage and bursting, and recover from the Corporation the amount of their respective ex-

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penditures in that behalf, with full costs, by all and the same means as a simple contract debt is recoverable; and if by reason of or of the failure of any works, operations, or proceedings of the Corporation or any of their contractors, or the agents, servants, or workmen of the Corporation or of their contractors, the said railways or any of the works thereof respectively shall be injured, the Corporation shall forthwith make good the same, or in case they shall make default in that behalf, then the North-western Company (but as to the said Lancaster and Carlisle Railway and the works thereof after the expiration or on the determination of the said lease, the Lancaster and Carlisle Railway Company) and the South Junction Company, as the case may require, may make good the same and recover as aforesaid from the Corporation the amount of their respective expenditures in that behalf, with full costs; and if any interruption shall be occasioned to the traffic on the said respective railways by reason of or of the failure of any works, operations, or proceedings of the Corporation or of any of their contractors, or the agents, servants, or workmen aforesaid, the Corporation shall pay to the North-western Company (but as regards traffic on the Lancaster and Carlisle Railway after the expiration or on the determination of the said lease, to the Lancaster and Carlisle Railway Company) and to the South Junction Company, as the case may be, all costs and expenses to which they respectively may be put, as also compensation for all loss and inconvenience to be sustained by them respectively by reason of any such interruption, such costs, expenses, and compensation to be recovered as aforesaid with full costs.

- (8.) The Corporation shall not, without the consent in writing of the North-western Company as to any lands, property, or works belonging or leased to that company, or which they have power to acquire, nor without the consent of the South Junction Company as to any of their lands, property, or works, under their respective common seals, purchase, take, enter upon, or use, temporarily or permanently, any such lands, property, or works, or any estate, right, easement, privilege, or authority in, over, or upon the same respectively, or alter, vary, or interfere with the said railways or any of the respective works thereof or thereto appertaining, except that the Corporation may and shall



acquire only such easements as may be necessary for carrying the Aqueducts Nos. 9 and 12 across the said railways and tunnel according to the provisions herein-before prescribed, and for repairing, maintaining, and renewing the same and the works thereof at such crossings.

- (9.) The amounts to be paid for the acquisition of such respective easements shall be ascertained, in case of difference, in the manner provided by the Lands Clauses Consolidation Act, 1845, with respect to the purchase of lands otherwise than by agreement.

**53.** In constructing and maintaining the works by this Act authorised affecting the railways, works, lands, or property of the Lancashire and Yorkshire Railway Company, or the railways jointly owned by that company and the London and North-western Railway Company, and of the railways jointly owned by the Lancashire and Yorkshire Railway Company and the Lancashire Union Railways Company, the Corporation shall be subject to the following conditions; namely,

For the protection of the Lancashire and Yorkshire and other railway companies.

- (1.) All works crossing or affecting the said railways or the said works and lands or any part thereof shall be executed at the expense of the Corporation, under the superintendence and to the reasonable satisfaction of the engineer for the time being of the respective companies affected by such works, and according to plans, sections, and specifications previously submitted to the said engineer.
- (2.) If the engineers of the Corporation and of the said companies, or any or either of them respectively, differ concerning the said plans, sections, and specifications, or concerning the execution of the said works, every such difference shall be settled by an engineer to be appointed by the two engineers, or if they cannot agree, then by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers, on the application of either party.
- (3.) The said works shall be constructed and maintained so that the traffic upon the said railways respectively shall not be in anywise impeded or interfered with.
- (4.) The Corporation shall acquire only an easement in such of the said railways, works, lands, and property respectively as may be necessary for constructing and maintaining the aqueducts, conduits, or lines of pipes and other works by this Act authorised.
- (5.) If by reason of the construction and maintenance of the works by this Act authorised the railways of the Lancashire

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and Yorkshire Railway Company, or the railways belonging jointly to that company and the London and North-western Railway Company, or to the Lancashire and Yorkshire Railway Company and the Lancashire Union Railways Company jointly, or any of the works or lands connected therewith respectively, shall be damaged or injured, or the traffic thereon impeded, the Corporation shall make full compensation to the owner or owners of the said railways or works for any loss or expense occasioned thereby, and shall also indemnify the said owner or owners against any claim that may be made upon them respectively or jointly for damages resulting from any delay or injury occasioned by the acts or defaults of the Corporation to the traffic, whether of passengers, animals, or goods, conveyed on the said railways.

Provided always, that in every case of pressing necessity, and in every other case if for seven days after notice in writing thereof given to the Corporation by the said companies respectively the Corporation neglect to proceed with due diligence to make good such damage, the said companies respectively may, if they think fit, make good the damage, and the amount expended by them in so doing shall be repaid to them by the Corporation.

- (6.) The amount to be paid to such owner or owners for the acquisition of an easement in the said railways, works, lands, and property as herein-before provided, including the compensation (if any) for damage or injury to the said railways, works, and lands respectively, or impediment to the traffic thereon, shall from time to time be settled in case of difference in the manner provided by the Lands Clauses Consolidation Act, 1845, with respect to the purchase of lands otherwise than by agreement.

For the protection of the Midland Railway Company.

**54.** In constructing and maintaining the works authorised by this Act where they will cross under or over the Midland Railway, the Corporation shall be subject to the following conditions; *vide licet*,

- (1.) All works crossing or affecting the Midland Railway shall be executed at the expense of the Corporation, under the superintendence and to the reasonable satisfaction of the principal engineer of the Midland Railway Company, and according to plans and specifications to be previously submitted to such engineer and approved by him in writing; provided that if such engineer shall not have expressed his

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approval or disapproval of the said plans and specifications within one month after the same shall have been submitted to him, he shall be deemed to have approved thereof.

- (2.) The works shall be constructed and maintained so that the traffic upon the Midland Railway shall not be in anywise impeded or interfered with, and such maintenance shall be effected under the superintendence and to the satisfaction of the engineer of the Midland Railway Company, and in all things at the expense of the Corporation.
- (3.) If by reason of the construction or maintenance of the works or any of them, or the failure of any of the works or of the maintenance thereof, or otherwise, the Midland Railway or the works connected therewith shall be injured or the traffic thereon impeded, the Corporation shall compensate the Midland Railway Company for all costs to which that company may be put in repairing the said damage.
- (4.) The Corporation shall also indemnify the Midland Railway Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on their railway, or by reason of any accident on the said railway, which interruption or accident shall have been occasioned by the acts or defaults of the Corporation, or any of their contractors, or their respective servants or workmen.
- (5.) The Corporation shall not acquire any estate or interest in the lands and property of the Midland Railway Company other than an easement or right of constructing or maintaining therein the works by this Act authorised.
- (6.) The amount to be paid for the acquisition of such easement shall be settled in the manner provided by the Lands Clauses Consolidation Act, 1845, with respect to the purchase of lands otherwise than by agreement.

**55.** The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of the works by this Act authorised shall, so far as they relate to or affect the railways, canals, lands, and works of the Manchester, Sheffield, and Lincolnshire Railway Company (herein-after called the Sheffield Company), unless with the previous consent of that company in writing under their common seal, be exercised only subject to and in accordance with the following provisions :

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

- (1.) The Corporation shall not, without in every case the previous consent of the Sheffield Company in writing under their common seal, take, use, enter upon, or interfere with any

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- railway, canal, land, or work belonging to that company, except so far only as shall be necessary for the purpose of laying down and maintaining the lines of pipes and works as the same are by this Act to be laid down and maintained.
- (2.) With respect to any land of the Sheffield Company which the Corporation is by this Act authorised to take, use, enter upon, or interfere with, the Corporation shall not purchase or take the same, but the Corporation may purchase and take, and the Sheffield Company may and shall sell and grant accordingly, an easement or right of using the same for the purposes for which (but for this enactment) the Corporation might purchase and take the same.
  - (3.) All pipes and works connected therewith which are by this Act authorised to be laid down and maintained under or across any railway, canal, land, or work of the Sheffield Company, and all temporary works during the laying down and construction thereof, shall respectively be laid down, constructed, and maintained under the inspection and to the reasonable satisfaction of the engineer for the time being of the Sheffield Company, and according to plans and specifications to be approved by such engineer and the engineer of the Corporation, or in the event of difference by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers, on the application of either party.
  - (4.) The Corporation shall not in any manner in the execution of any of their works obstruct or interfere with the free and uninterrupted and safe use of the railways, canals, or other works of the Sheffield Company.
  - (5.) The Corporation shall bear and on demand pay to the Sheffield Company the expense of the employment by that company, during the execution of any work affecting the railway, canal, and works of that company, of a sufficient number of inspectors and watchmen to be appointed by that company for watching the same with reference to and during the execution of any such work of the Corporation, and for preventing so far as may be all interference, obstruction, danger, and accident from any of the operations or from the acts or defaults of the Corporation or their contractors, or any person in the employ of the Corporation or of their contractors, with reference thereto or otherwise.
  - (6.) If by reason of the execution of any of the works, or any proceedings of the Corporation, or the failure of any works, or any act or omission of the Corporation or of their

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contractors, or of any person in the employ of the Corporation or of their contractors, or otherwise, any works of the Sheffield Company shall be injured or damaged, such injury or damage shall be forthwith made good by the Corporation at their own expense, or in the event of their failing so to do, then the Sheffield Company may make good the same and recover the expense thereof with full costs against the Corporation in any court of competent jurisdiction; and if any interruption shall be occasioned to the traffic of or upon any railway, canal, or other work of the Sheffield Company by reason of any of the matters or causes aforesaid, the Corporation shall pay to that company all costs and expenses to which that company may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption, such costs, expenses, and compensation to be recoverable from the Corporation in any court of competent jurisdiction.

(7.) The Corporation shall at all times maintain the pipes and other works belonging to them under the railway, canal, towing-paths, and other works of the Sheffield Company in good and substantial repair and condition, to the reasonable satisfaction in all respects of the engineer of that company; and if and whenever the Corporation fail so to do, the Sheffield Company may make and do, in and upon as well the lands of the Corporation as their own lands, all such works and things as the Sheffield Company may reasonably think requisite in that behalf, and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Corporation, and in default of full payment may be recoverable with full costs by the Sheffield Company from the Corporation in any court of competent jurisdiction.

(8.) If any difference shall arise between the Corporation and the Sheffield Company as to the true intent and meaning of this enactment, or the mode of giving effect thereto, the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act, 1845, with reference to the settlement of disputes by arbitration.

**56.** The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes For the protection of the

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Cheshire  
Lines Com-  
mittee.

of the works by this Act authorised shall, so far as they relate to or affect the railways, lands, and works of the Cheshire Lines Committee (herein-after called the committee), unless with the previous consent of that committee in writing under their common seal, be exercised only subject to and in accordance with the following provisions :

- (1.) The Corporation shall not, without in every case the previous consent of the committee in writing under their common seal, take, use, enter upon, or interfere with any railway, land, or work belonging to that committee, except so far only as shall be necessary for the purpose of laying down and maintaining the lines of pipes and works as the same are by this Act to be laid down and maintained.
- (2.) With respect to any land of the committee which the Corporation is by this Act authorised to take, use, enter upon, or interfere with, the Corporation shall not purchase or take the same, but the Corporation may purchase and take, and the committee may and shall sell and grant accordingly, an easement or right of using the same for the purposes for which (but for this enactment) the Corporation might purchase and take the same.
- (3.) All pipes and works connected therewith which are by this Act authorised to be laid down and maintained under or across any railway, land, or work of the committee, and all temporary works during the laying down and construction thereof, shall respectively be laid down, constructed, and maintained under the inspection and to the reasonable satisfaction of the engineer for the time being of the committee, and according to plans and specifications to be approved by such engineer and the engineer of the Corporation, or in the event of difference by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers, on the application of either party.
- (4.) The Corporation shall not in any manner in the execution of their works obstruct or interfere with the free and uninterrupted and safe use of the railways or other works of the committee.
- (5.) The Corporation shall bear and on demand pay to the committee the expense of the employment by that committee, during the execution of any work affecting the railway and works of that committee, of a sufficient number of inspectors and watchmen to be appointed by that

committee for watching the same with reference to and during the execution of any such work of the Corporation, and for preventing so far as may be all interference, obstruction, danger, and accident from any of the operations or from the acts or defaults of the Corporation or their contractors, or any person in the employ of the Corporation or of their contractors, with reference thereto or otherwise.

- (6.) If by reason of the execution of any of the works, or any proceedings of the Corporation, or the failure of any works, or any act or omission of the Corporation or of their contractors, or of any person in the employ of the Corporation or of their contractors, or otherwise, any works of the committee shall be injured or damaged, such injury or damage shall be forthwith made good by the Corporation at their own expense, or in the event of their failing so to do, then the committee may make good the same and recover the expense thereof with full costs against the Corporation in any court of competent jurisdiction; and if any interruption shall be occasioned to the traffic of or upon any railway or other work of the committee by reason of any of the matters or causes aforesaid, the Corporation shall pay to that committee all costs and expenses to which that committee may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption, such costs, expenses, and compensation to be recoverable from the Corporation in any court of competent jurisdiction.
- (7.) The Corporation shall at all times maintain the pipes and other works belonging to them under the railway and other works of the committee in good and substantial repair and condition, to the reasonable satisfaction in all respects of the engineer of that committee; and if and whenever the Corporation fail to do so, the Committee may make and do, in and upon as well the lands of the Corporation as their own lands, all such works and things as the committee may reasonably think requisite in that behalf, and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Corporation, and in default of full payment may be recoverable with full costs by the committee from the Corporation in any court of competent jurisdiction.

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(8.) If any difference shall arise between the Corporation and the committee as to the true intent and meaning of this enactment, or the mode of giving effect thereto, the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act, 1845, with reference to the settlement of disputes by arbitration.

For the protection of the Mersey and Irwell and Bridgewater Navigation Companies.

**57.** The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of the works by this Act authorised shall, so far as they relate to or affect the railways, navigations, canals, lands, and works of the Company of Proprietors of the Mersey and Irwell Navigation (herein-after called the Mersey and Irwell Company) and of the Bridgewater Navigation Company, Limited (herein-after called the Bridgewater Company), unless with the previous consent of such respective companies in writing under their respective common seals, be exercised only subject to and in accordance with the following provisions :

- (1.) The Corporation shall not, without in every case the previous consent of the Mersey and Irwell Company or the Bridgewater Company, as the case may require, in writing under their respective common seals, take, use, enter upon, or interfere with any navigation, canal, land, or work belonging to either of those companies, except so far only as shall be necessary for the purpose of laying down and maintaining the line of pipes and works as the same are by this Act to be laid down and maintained.
- (2.) With respect to any land of the Mersey and Irwell Company or the Bridgewater Company, or either of them, shown upon the deposited plans and described in the deposited book of reference, the Corporation shall not, notwithstanding anything in this Act contained, purchase or take the same, but the Corporation may purchase and take, and the Mersey and Irwell Company and the Bridgewater Company respectively may and shall sell and grant to them accordingly, an easement or right of using the same for the purposes of this Act.
- (3.) All aqueducts, pipes, and works connected therewith which are by this Act authorised to be laid down and maintained under or across any navigation, canal, land, or work of the Mersey and Irwell Company or the Bridgewater Company respectively, and all temporary works during the laying down and construction thereof, shall respectively be laid



down, constructed, and maintained by the Corporation under the inspection and to the reasonable satisfaction of the respective engineers for the time being of those companies, as the case may require, and according to plans and specifications to be approved of by such engineers and the engineer of the Corporation, or in the event of difference by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers, on the application of either party.

- (4.) The Corporation shall not in any manner in the execution of any of their works obstruct or interfere with the free and uninterrupted and safe use of the navigations, canals, or other works of the Mersey and Irwell Company or the Bridgewater Company, or either of them.
- (5.) The intended aqueduct or line of pipes across the River Irwell which forms part of the Mersey and Irwell Navigation shall be constructed by means of a girder bridge of one span, having the piers or abutments thereof placed at right angles with the said river, and of such dimensions as not to interfere with or to contract the existing width of the waterway and towing-path at the point of crossing, and having a clear height or headway of twenty-nine feet at least above the ordinary top-water level of the river at the said point of crossing.
- (6.) The Corporation shall bear and on demand pay to the Mersey and Irwell Company and the Bridgewater Company respectively the expense of the employment by those companies respectively, during the execution of any work affecting the navigations, canals, and works of those companies, or either of them, of a sufficient number of inspectors and watchmen to be appointed by those companies respectively for watching the same with reference to and during the execution of any such work of the Corporation, and for preventing as far as may be all interference with and obstruction to the working of the traffic of the said navigations and canals, and any danger and accident to boats, vessels, and persons navigating or using the said navigations and canals or employed thereon respectively, from any of the operations or from the acts or defaults of the Corporation or their contractors, or any person in the employ of the Corporation or of their contractors, with reference thereto or otherwise.

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- (7.) If by reason of the execution of any of the works, or any proceedings of the Corporation, or the failure of any works, or any act or omission of the Corporation or of their contractors, or of any person in the employ of the Corporation or of their contractors, or otherwise, any works of the Mersey and Irwell and Bridgewater Companies respectively shall be injured or damaged, such injury or damage shall be forthwith made good by the Corporation at their own expense, or in the event of their failing so to do, then the Mersey and Irwell Company or the Bridgewater Company, as the case may be, may make good the same and recover the expense thereof with full costs against the Corporation in any court of competent jurisdiction; and if any interruption shall be occasioned to the traffic of or upon any navigation, canal, or other work of the Mersey and Irwell or Bridgewater Companies respectively by reason of the matters or causes aforesaid, the Corporation shall pay to those companies all costs and expenses to which they respectively may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption, such costs, expenses, and compensation to be recoverable from the Corporation in any court of competent jurisdiction.
- (8.) The Corporation shall at all times maintain the pipes and other works belonging to them under or over the navigations, canals, towing-paths, and other works of the Mersey and Irwell and Bridgewater Companies respectively in good and substantial repair and condition, to the reasonable satisfaction in all respects of the respective engineers of those companies; and if and whenever the Corporation fail so to do, the Mersey and Irwell Company or Bridgewater Company, as the case may be, may make and do, in and upon as well the lands of the Corporation as their own lands, all such works and things as the Mersey and Irwell Company or Bridgewater Company respectively may reasonably think requisite in that behalf, and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Corporation, and in default of full payment may be recoverable with full costs by the Mersey and Irwell Company or Bridgewater Company, as the case may be, from the Corporation in any court of competent jurisdiction.

(9.) If any difference shall arise between the Corporation and the Mersey and Irwell or Bridgewater Company respectively as to the true intent and meaning of this enactment, or the mode of giving effect thereto, the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act, 1845, with reference to the settlement of disputes by arbitration. A.D. 1879.

**58.** For the protection of the Company of Proprietors of the Canal Navigation from Leeds to Liverpool (in this section called "the canal company"), the following provisions shall have effect; (to wit,) For the protection of the Leeds and Liverpool Canal Company.

(1.) The aqueduct, conduit, or line of pipes No. 9 shall be carried under the canal and towing-path, works, and lands of the canal company in the township of Withnell, in the county of Lancaster, in the line and at the point of crossing shown on the deposited plans, and (unless with the consent of the canal company under their common seal) not elsewhere.

(2.) In carrying the said aqueduct under the canal, towing-path, works, and lands of the canal company, the Corporation shall not, otherwise than by agreement with the canal company, deviate from the levels or mode of construction thereof shown on the deposited sections.

(3.) The Corporation shall not, otherwise than by agreement, purchase or take any land of the canal company, but the Corporation may purchase and take, and the canal company may and shall sell and grant accordingly, an easement or right of using the land required for the construction and maintenance of the said aqueduct, in accordance with this section.

(4.) The tunnel or pipes and any other work to be made for the purpose of carrying the aqueduct under the canal and towing-path of the canal company shall be constructed according to plans, sections, and specifications (showing fully the mode of construction and materials to be used), which shall be submitted to the engineer of that company not less than one month previous to the work being commenced; provided that the said tunnel or pipes (of which latter a pipe or pipes of sufficient capacity to convey not less than thirty million gallons of water per diem shall be laid at the time of the first interference with the canal for the purposes of this Act) shall be placed at such a level under the said canal as to leave a clear depth of five feet

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six inches in the waterway thereof below the surface of the waste weir of the pool of the said canal across which such tunnel or pipes shall be constructed or laid.

- (5.) The Corporation shall at their own expense maintain the said tunnel, pipe, or other work in perfect repair at all times, unless they abandon the said aqueduct or portion thereof which passes under the canal, and in that case they shall (if required so to do by the canal company, but not otherwise) remove or fill up to the satisfaction of that company the said tunnel, pipe, or other work at their own expense.
- (6.) The Corporation shall make good all damage that may be occasioned to the works or property of the canal company by the construction, renewal, or want of repair of any of the Corporation's works; but,
  - (1.) In every case of pressing necessity; and,
  - (2.) In every other case if for seven days after notice in writing thereof given to the Corporation by the canal company the Corporation neglect to proceed with due diligence to make good such damage,the canal company may, if they think fit, make good the damage, and the amount expended by them in so doing shall be repaid to them by the Corporation.
- (7.) Nothing herein contained shall prevent the Corporation from entering upon the lands and works of the canal company when and for such periods as may be necessary for the fulfilment of the obligations of the Corporation under this section.
- (8.) If and whenever by any act or omission of the Corporation any part of the canal or towing-path shall be rendered impassable for boats, barges, or other vessels navigating or using the canal, the Corporation shall pay to the canal company, as or by way of ascertained damages, the sum of fifty pounds for every day during which the obstruction shall continue, and so in proportion for any less time than a day; provided that nothing in this Act contained shall prevent the canal company or any owner of boats or barges from recovering from the Corporation any special damage that may be sustained by the canal company or such owner in consequence of the works to be executed by the Corporation, or by the canal company for the Corporation, under the provisions herein-before contained, or by reason of any water oozing or escaping from the canal, or

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on account of any other act or omission of the Corporation provided that any sum of money paid or payable as or by way of ascertained damages shall be considered and allowed in determining the amount of special damage recoverable as aforesaid.

(9.) If and whenever any damages or other sums payable by the Corporation to the canal company are not paid on demand made on the town clerk, the same may, together with costs of suit, be recovered against the Corporation in any court of competent jurisdiction.

(10.) All questions and differences which may at any time arise between the Corporation and the canal company as to the construction or effect of sub-sections 1, 2, 4, or 7 of this section, or the performance, observance, non-performance, or non-observance of any of the provisions thereof, or any matters connected therewith or consequent thereon, shall be determined by an arbitrator to be appointed by the Corporation and the canal company, or (if for fourteen days after the question or difference arises the said two parties do not agree upon an arbitrator) by the President for the time being of the Institution of Civil Engineers, upon the application in writing of both or either of the parties, and the decision of every such arbitrator (by whomsoever appointed) shall be binding and conclusive upon both the parties in difference, and the costs of the arbitration shall be in his discretion.

(11.) Except as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, alter, or affect any of the rights, privileges, property, powers, or authorities of the canal company.

**59.** The Corporation shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either in the whole or in part by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from the houses, and the Corporation shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that the Corporation have, in manner required by this section, made known their intention to take the same.

Corporation to give notice before taking dwellings of labouring classes.

**60.** Before displacing any person or persons belonging to the labouring classes who may for the time being be the occupier or

Corporation to procure accommo-

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Provision for  
persons of  
the labouring  
classes to be  
displaced.

Limiting  
time for  
compulsory  
purchase of  
lands.

Access to  
fells not to be  
interfered  
with.

Power to  
purchase  
additional  
lands by  
agreement.

Power to take  
easements,  
&c. by agree-  
ment.

Corporation  
not to sell  
certain lands,  
and may  
purchase  
mines.

occupiers of any house or part of any house which the Corporation are by this Act authorised to acquire, the Corporation shall (unless the Corporation and such person or persons otherwise agree) procure sufficient accommodation elsewhere for such person or persons: Provided always, that if any question shall arise as to the sufficiency of such accommodation, the same shall be determined by a justice.

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

**62.** The access heretofore actually enjoyed on the part of the public and tourists to the mountains and fells surrounding Lake Thirlmere or situate elsewhere in the townships of Saint John's Castlerigg and Wythburn, and Grasmere, in the parishes of Crowthwaite and Grasmere respectively, shall not be in any manner restricted or interfered with by the Corporation.

**63.** The Corporation may from time to time by agreement, in addition to any lands which they are by this Act authorised to take by compulsion, purchase and hold for the purposes of the waterworks by this Act authorised any land not exceeding in the whole three hundred acres.

**64.** Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands, may, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Corporation any easement, right, or privilege (not being an easement or right to take water in which other than the parties to the agreement have an interest), required for the purposes of this Act, in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, rights, and privileges as aforesaid respectively.

**65.** It shall not be lawful for the Corporation to sell or dispose of any lands in the county of Cumberland shown on the deposited plans and acquired by them, and the Corporation shall not on such lands, or any additional lands which they are by this Act authorised to purchase by agreement, erect or authorise or permit the erection of any buildings other than buildings connected with or necessary for their waterworks. The Corporation may acquire, by compulsion or agreement, any mines or minerals under any of the said lands in the county of Cumberland, notwithstanding the provisions of the eighteenth section of the Waterworks Clauses Act, 1847, with respect to mines.

**66.** The period within which the Corporation are bound under the provisions of the recited Waterworks Acts to sell, dispose of, and convey any lands now vested in them, not required for the purposes for which the same were acquired, is hereby extended until the expiration of ten years from the passing of this Act.

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Extension of time for sale of superfluous lands.

**67.** Before the Corporation raise the level of the water of Lake Thirlmere so as to overflow any part of the existing turnpike road from Grasmere to Keswick, or the existing public road on the westerly side of the lake respectively, they shall complete the diversion and alteration of the said turnpike road and the new roads by this Act authorised, and upon the completion of the said diversion and alteration of road and of the new roads respectively the Corporation may stop up and extinguish all rights of way over and appropriate the sites of the portion of the said existing turnpike road from Grasmere to Keswick lying between the commencement and termination of the said diversion and alteration thereof, and also the whole or part of the said existing public road on the westerly side of the lake between the commencement of the new road firstly hereinbefore described and the junction of such existing road with the said turnpike road from Grasmere to Keswick at the southern end of the lake, and of all other roads, highways, paths, and passages within the limit of land to be acquired in the said township of St. John's Castlerigg and Wythburn which it may be necessary to stop up for executing the purposes of this Act, and thereupon the site and soil of the said roads, highways, and footways, so far as the same are bounded on both sides by the lands of the Corporation, and the fee simple and inheritance thereof respectively, shall be wholly and absolutely vested in the Corporation, free from any rights of roadway or passage, whether public or private, over the same.

Power to stop up and discontinue certain roads, and to make new ones.

Site and soil of roads, &c. acquired to vest in Corporation.

**68.** The new roads constructed under the authority of this Act shall be public roads, but shall be maintained by and at the cost of the Corporation for ever, and the diversion and alteration of road constructed under the authority of this Act shall be maintained by and at the cost of the Corporation for one year after the completion of the road, of which completion a certificate of two justices shall be conclusive evidence (which certificate two justices shall give on such completion being proved to their satisfaction), and on the expiration of the aforesaid period of one year such diversion and alteration of road shall become and the same shall thenceforth be part of the turnpike road from Grasmere to Keswick, and shall be repairable as such accordingly.

Maintenance of new roads.

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Corporation  
may acquire  
easement  
only in  
certain lands.

**69.** The Corporation may, in lieu of acquiring any lands in the counties of Westmorland and Lancaster, or either of them, (other than the lands required for the new reservoir by this Act authorised to be constructed in the township of Prestwich, in the county of Lancaster,) acquire such easements and rights in such lands as they may require for the purpose of constructing, placing, laying, inspecting, maintaining, cleansing, repairing, conducting, or managing the waterworks by this Act authorised, and may give notice to treat in respect of such easements and rights, and may in such notice describe the nature thereof, and the several provisions of the Lands Clauses Consolidation Act, 1845, inclusive of those with regard to arbitration and the summoning of a jury, shall apply to such easements and rights as fully as if the same were lands within the meaning of such Act: Provided always, that nothing herein contained shall authorise the Corporation to acquire by compulsion any such easement in any case in which the owner in his particulars of claim shall require the Corporation to acquire the lands in respect of which they have given notice to treat for the acquisition of an easement only, and every notice to treat for the acquisition of an easement shall be indorsed with notice of this proviso.

Power to  
take the  
waters of  
Lake Thirl-  
mere and of  
certain  
streams.

**70.** Subject to the provisions of this Act, the Corporation may from time to time take, collect, divert, impound, and use all the waters of Lake Thirlmere in the county of Cumberland, and also the waters of the following streams and brooks; (that is to say,) Deep Slack, Mere Beck, Birks Gill, Flour Gill, Ruddy Gill, Cat Gills, Blackcrag Gill, Ill Gill, Birkside Gill, Comb Gill, Whelpside Gill, Ullscarf Gill, Mosshouse Gill, Harrop Tarn, Dob Gill, Cragstead Gill, Wyth Burn, Frere Beck, Hause Gill, Dry Gill, Launchy Gill, Fisher Gill, Middlesteads Gill, Thrang Gill, Dowthwaite Gill, with their tributaries, and any other burns, gills, becks, or streams of water or springs which now flow into the said Lake Thirlmere—Mere Gill, Shoulthwaite Gill, and any other burns, gills, becks, or streams of water or springs which now flow into the Shoulthwaite Gill above the commencement of the aqueduct, conduit, or line of pipes by this Act authorised to commence in that gill—Helvellyn Gill, Sticks Gill, Brund Gill, Fisherplace Gill, Stanah Gill, Sty Beck, How Beck, Mill Gill, Ladknott Gill, St. John's Beck, and any other burns, gills, becks, or streams of water or springs which now flow into St. John's Beck or Mill Gill above the commencement of the aqueduct, conduit, or line of pipes by this Act authorised to commence in Mill Gill—and of all other streams or brooks which may be abstracted



or diverted into Lake Thirlmere by means of the works by this Act authorised. A.D. 1879.

71. As full compensation for taking, impounding, and appropriating the waters of the Lake Thirlmere and its tributaries, the Corporation shall, before commencing to use any of such water for their own purposes, and for ever afterwards, cause to be discharged from Lake Thirlmere to and into Saint John's Beck four million one hundred and twenty-six thousand four hundred and twenty-five gallons per day of twenty-four hours; and as full compensation for abstracting and appropriating the waters of the stream called Mill Gill and its tributaries, and the streams and waters which may be intercepted and conveyed to Lake Thirlmere by the aqueduct, conduit, or line of pipes by this Act authorised to commence in the said stream, the Corporation shall, before taking any water by the said aqueduct, conduit, or line of pipes, and for ever afterwards, cause to be discharged from Lake Thirlmere to and into Saint John's Beck an additional quantity of one million three hundred and ninety-four thousand and sixty-two gallons per day of twenty-four hours.

As to compensation water.

72. Provided always, that nothing in this Act contained shall alter or prejudice any rights of the West Cumberland Consols, Limited, under their lease expiring in the year one thousand eight hundred and ninety-one, in the waters of the Birkside Gill, Comb Gill, Helvellyn Gill, and Whelpside Gill, save in so far as it may be necessary for the Corporation to interfere with those streams in executing the works authorised by this Act within the limits of deviation shown on the deposited plans.

For the protection of the West Cumberland Consols, Limited.

73. During the progress of the works of the Corporation at Lake Thirlmere, and until the discharge by them of the compensation water herein-before provided becomes obligatory upon them, they shall permit or cause to flow daily from or out of such lake into Saint John's Beck a quantity of water at least equal to the daily inflow of the lake.

As to supply of water to St. John's Beck during construction of works.

74. Under the direction of the engineer of the Corporation, and to the extent that he in the exercise of his discretion may sanction, the Corporation shall, whilst using less than 20,000,000 gallons per day of water from Lake Thirlmere, discharge from Lake Thirlmere to and into Saint John's Beck, in addition to the compensation water provided by this Act, an additional quantity of water of 10,000,000 gallons per day, or so much of such last-mentioned quantity as can be discharged without reducing below 4,500

As to additional supply of water to St. John's Beck.

[Ch. xxxvi.] *Manchester Corporation Waterworks Act, 1879.* [42 VICT.]

A.D. 1879. million gallons the storage of water in Lake Thirlmere available for the use of the Corporation.

As to discharge of flood water down St. John's Beck.

**75.** The Corporation shall not at any time hereafter discharge from Lake Thirlmere into Saint John's Beck any greater quantity of water than the greatest quantity of flood water which may at any time heretofore have flowed out of such lake down Saint John's Beck.

Corporation to take surplus water only from Shoulthwaite Gill.

**76.** Notwithstanding anything in this Act contained, the Corporation shall not take or abstract any water from the said stream called Shoulthwaite Gill by means of the aqueduct, conduit, or line of pipes by this Act authorised to commence in the said stream whilst the Corporation are using less than twenty million gallons per day of water from Lake Thirlmere, nor except in times when there shall be more than sufficient water for driving the works and machinery of the largest mill using the waters of the said stream within twenty miles of the commencement of the said aqueduct, conduit, or line of pipes at the time of the passing of this Act, and the quantity of water sufficient for that purpose shall in case of dispute between the Corporation and the parties interested in such water be determined in the manner herein-after provided.

Gauges to be provided.

**77.** The Corporation, before commencing to use for their own purposes any of the water of Lake Thirlmere or of Mill Gill respectively, shall erect and construct and for ever after maintain, within two hundred yards from the foot of the eastern part of the embankment by this Act authorised, suitable gauges, weirs, and other apparatus for measuring the respective quantities of water to be discharged from Lake Thirlmere as aforesaid; and before taking or abstracting any water from Shoulthwaite Gill the Corporation shall erect and construct and for ever after maintain, at the commencement of the aqueduct, conduit, or line of pipes by this Act authorised to commence in that stream, a suitable gauge, weir, or other apparatus for securing to the parties interested in the waters of the said stream the quantity of water to which under the provisions of this Act they shall be determined to be entitled; and such gauges, weirs, and other apparatus shall be respectively open to the inspection and examination of the several persons for the time being interested in the water so to be discharged or to flow through or over the same respectively.

Settlement of disputes

**78.** In the event of any difference or disagreement between the Corporation and the parties interested in the water to be discharged

or to flow over or through the said gauges and weirs and other apparatus with respect to the construction or use thereof, or of any parts thereof, or as regards Shoulthwaite Gill with respect to the quantity of water sufficient for driving the works or machinery of the largest mill using the waters of that stream as herein-before mentioned, such difference or disagreement shall from time to time be settled and determined by a hydraulic engineer to be agreed upon by the parties in difference, or failing them by a hydraulic engineer to be nominated, on the application of either party after seven days notice in writing to the other, by the President for the time being of the Institution of Civil Engineers, and the costs of the reference shall in each case be in the discretion of the referee.

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between  
Corporation  
and parties  
interested in  
compensation  
water.

**79.** In case the Corporation omit or fail to discharge or cause to flow the several quantities of water by this Act required to flow or be discharged over or through the said gauges and weirs respectively, the Corporation shall make compensation to each of the occupiers of mills, works, and lands on the course of the stream along which such several quantities of water ought to have flowed or been discharged, who may have sustained loss by any such omission or failure, for and in respect of all such loss so sustained by them respectively by reason of such omission or failure, the same to be recoverable with costs in any court of competent jurisdiction.

Penalty for  
failure to  
discharge  
compensation  
water.

**80.** The following provisions shall apply and have effect for the protection and benefit of the owners of the four several estates on the banks of the River Greta now belonging or reputed to belong respectively to (1) Jane Spedding, (2) John James Spedding, (3) Charles Edward Watson and Christopher Knight Watson, and (4) Albert Nicholson:

For the pro-  
tection of  
Jane Sped-  
ding and  
others.

(1.) In this section the words "the owners" shall mean and include the said Jane Spedding, John James Spedding, Charles Edward Watson and Christopher Knight Watson, and Albert Nicholson, and each of them, and all other persons for the time being entitled to any of the said four several estates, or any part thereof, for an estate for life, whether terminable or not, or for any greater estate.

(2.) Notwithstanding anything in this Act contained to the contrary, the Corporation shall make compensation to the owners for all damage occasioned to or sustained by them in respect of the said several estates (except in respect of compensation for water as power for water-mills) by or by reason or in consequence of the exercise of the powers of

A.D. 1879.

this Act; and the Corporation shall within two years after the passing of this Act give notice to the owners of the intention to exercise the powers of this Act, and the compensation shall be ascertained, on the footing of such notice, under the Lands Clauses Consolidation Act, 1845, and the other Acts (if any) applicable thereto, and in default of agreement to the contrary, the compensation money shall be payable at the expiration of seven years from the passing of this Act, or so soon thereafter as the same may be ascertained.

As to supply  
to local  
authorities.

81. Subject to the provisions in this Act contained for the protection of any other corporation, authority, or company, the Corporation shall, as soon as they are by means of works by this Act authorised in a position to supply water within their district, supply in bulk to any corporation or urban or rural sanitary authority or any joint committee of any two or more urban or rural sanitary authorities supplying water under the powers of any Act of Parliament (herein-after referred to as the "authority"), demanding the same, whose district is situated in the neighbourhood of the aqueduct ninthly described in and authorised by this Act, or adjoining the water supply district of the Corporation, and wholly or in part beyond the limits now supplied by the Corporation, such daily quantity of water as any such authority may from time to time require and agree thereafter to take, in consideration, unless otherwise agreed, of an annual payment equal to four and a half per centum upon such proportion of the total capital from time to time expended as the daily quantity of water demanded by such authority may from time to time bear to the total daily quantity of water which the works so constructed are from time to time capable of conveying from Thirlmere into the water supply district of the Corporation, together with a proportion of the gross sum of twenty thousand pounds a year, calculated in like manner, as an additional sum by way of contribution to the necessary costs of maintenance and management.

The capital upon which the before-mentioned per-centage shall be calculated shall include the actual expenditure of the Corporation in obtaining this Act, and in the purchase of lands and easements, and in or in connexion with the construction of works shown on the deposited plans, and also interest with annual rests at four pounds per centum per annum on capital expended, until the works upon which the same has been expended are made use of for the supply of water.

The amount of such capital shall, in case of difference between the parties, be settled and determined by the Local Government Board :

Provided always, that the city of Manchester and the present district of supply of the Corporation shall at all times have a prior right of supply of not exceeding, from Thirlmere and Longdendale together, twenty-five gallons per head per day of the population :

Provided also, that no authority shall be entitled to any supply without having given at least two years notice of the date when such supply will be required, and that no authority having obtained a supply under this section shall be entitled to require any further quantity until the expiration of five years from the time of any such supply, and without giving such notice as aforesaid :

Provided further, that nothing in this Act contained shall extend the powers of any authority to construct waterworks within the limits of supply of any company empowered by Act of Parliament or by Order confirmed by Act of Parliament to supply water :

Provided also, that no authority shall make any such demand without having previously obtained the approval of the Local Government Board, and that no authority shall have the right to demand more water from the Corporation than will, together with their existing means of supply, give twenty-five gallons per head a day on the population which such authority is authorised to supply, including a reasonable quantity for the prospective increase of population, the same to be determined in case of difference by the Local Government Board, and the costs of such determination shall be paid by the parties, as the Local Government Board shall direct.

**82.** The Corporation, and any authority which would be entitled under the preceding section to demand a supply of water, may, with the sanction of the Local Government Board, enter into contracts under their respective corporate seals with reference to the supply of water to such authority, and the same shall have full force and effect.

Power to make agreements.

**83.** Nothing in this Act contained shall take away, lessen, alter, or prejudice the rights (if any) of Richard Henry Ainsworth under the South Lancashire Water Act, 1871, the Leigh and Hindley Local Boards (Water) Act, 1876, or any agreements made between the said Richard Henry Ainsworth and the local boards of Leigh and Hindley, or either of the said boards, or the joint water committee of the said boards.

For the protection of Richard Henry Ainsworth. 34 & 35 Vict. c. cxix. 39 & 40 Vict. c. lxxxix.

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As to supply of water to the Duke of Bridgewater's and Earl of Ellesmere's trustees.

**84.** The Corporation shall, by means of junctions formed with their main line of pipes from Thirlmere, where it shall pass through the estates (situate in Middle Hulton, in the county of Lancaster) of the trustees of the will of the Most Noble Francis late Duke of Bridgewater and the trustees of the will of George Granville Francis Egerton Earl of Ellesmere respectively, or through any land so situate in which such trustees respectively have or for the time being may have power to erect or carry on works, supply water to such trustees respectively, and their respective lessees and tenants, for trading, manufacturing, and other purposes, and for domestic use (as well in bulk as by means of distributive and service pipes), so far as such supply can be furnished by gravitation, and such respective supplies shall be furnished on terms as reasonable as the respective classes of supply shall for the time being be provided by the Corporation to any other body, authority, or person within their limits of supply outside of the city of Manchester and the borough of Salford: Provided always, that nothing shall be done under this section which shall interfere with the supply of water for domestic purposes within the limits of supply of the Corporation.

As to supply of water to the devisees in trust under the will of Peter Ormrod.

**85.** The Corporation shall, if required, supply water in bulk for the use of the estates of the devisees in trust under the will of Peter Ormrod, in the townships of Over Wyersdale, Nether Wyersdale, and Barnacre-with-Bonds, for domestic, agricultural, trading, and manufacturing purposes, at rates as reasonable as the respective rates for the time being charged by the Corporation for the supply of water in bulk for such respective purposes within such parts of the limits of the Corporation for the supply of water as shall be outside of the city of Manchester and the borough of Salford, and such supply shall be delivered at such point on the said estates, not further than twenty yards from the said aqueduct, as shall (unless mutually agreed on) be determined by a hydraulic engineer to be appointed in case of difference by the President for the time being of the Institution of Civil Engineers: Provided always, that nothing shall be done under this section which shall interfere with the supply of water for domestic purposes within the limits of supply of the Corporation.

Power to borrow for waterworks purposes.

**86.** In addition to the other sums which the Corporation are empowered to borrow under any of the recited Waterworks Acts, the Corporation may from time to time borrow at interest for the purposes of this Act, on the credit of the city rate and of the rates,

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rents, and charges leviable and receivable by them under the recited Waterworks Acts, any sums not exceeding in the whole three million four hundred and twenty-five thousand pounds, and the sections 143 to 157, both inclusive, of the Manchester Corporation Waterworks Act, 1847, and the sections 19 to 23, both inclusive, of the Manchester Corporation Waterworks Act, 1854, and sections 34 to 50, both inclusive, of the Manchester Corporation Waterworks and Improvement Act, 1872, and section 63 of the Manchester Corporation Waterworks and Improvement Act, 1875, are, so far as applicable, and subject to the provisions of this Act, extended to this Act, with reference to the moneys to be borrowed under the present enactment, as if the same had been expressly repeated and re-enacted in this Act with reference thereto: Provided always, that, notwithstanding anything in the herein-before recited Acts contained, the Corporation shall, from and after the first day of January one thousand eight hundred and eighty-nine, and during the succeeding twenty years, annually set apart as a sinking fund a sum being not less than one pound per centum, and from and after the expiration of such twenty years a sum being not less than one pound ten shillings per centum, on so much of the said sum of three million four hundred and twenty-five thousand pounds as from time to time has been borrowed, and such sinking fund shall from time to time be applicable to the redemption of mortgages or annuities granted by the Corporation under any of the recited Waterworks Acts, or to the purchase of Manchester Corporation Consolidated Stock created by the Corporation under any of the said Acts or this Act, and to no other purpose whatever, and any consolidated stock so purchased shall thereupon be cancelled. In the event of any portion of the fund being applied to the repayment of the moneys raised, the interest which would otherwise have accumulated in the sinking fund shall continue to be paid into such fund annually.

Nothing in this section contained shall impose upon the Corporation any obligation to set apart as a sinking fund any larger sum per annum than will be sufficient to repay the moneys raised within a period of seventy years from the date prescribed for the commencement of the sinking fund.

The provisions contained in sections 1 and 2 of the Debenture Stock Act, 1871, shall extend to Manchester Corporation Consolidated Stock created for the purposes of this Act, and to all mortgages and securities of the Corporation granted for the like purposes, and such sections shall be deemed to be incorporated with this Act.

34 & 35 Vict.  
c. 27.

A.D. 1879.

In construing such sections so incorporated the terms company, directors, or managers shall respectively extend to and include the Corporation.

Any sums paid into any sinking fund under this section shall, unless immediately applied as herein-before provided, be invested in any securities in which trustees are by law for the time being authorised to invest trust moneys.

Existing mortgages, &c. to have priority.

**87.** All annuities, mortgages, and bonds granted or made by the Corporation under the authority of any Act passed prior to the passing of this Act shall, during the continuance thereof, have priority over all annuities, mortgages, and bonds which may be granted or made under the authority of this Act.

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

**88.** The treasurer of the city, as the treasurer of the Corporation acting by the council as the urban sanitary authority, shall, within twenty-one days after the expiration of each year during which any sum is required to be set apart for a sinking fund under this Act, transmit to the Local Government Board a return in such form as may be prescribed by that Board, and verified by statutory declaration if so required by them, showing the amount which has been invested for the purpose of such sinking fund during the year preceding the making of such return, and the description of the securities upon which the same has been invested, and also showing the purposes to which any portion of the moneys invested for the sinking fund, or of the sums accumulated by way of interest, have been applied during the same period, and the total amount remaining invested at the end of the year; and in the event of any wilful default in making such return, the said treasurer shall be liable to a penalty of not exceeding twenty pounds. If it appears to the Local Government Board by such return or otherwise that the Corporation, as such urban sanitary authority, have failed to set apart for the sinking fund the sum required by this Act, or have applied any portion of the money set apart for that fund, or of the sums accumulated by way of interest, to any purposes other than those authorised by this Act, the Local Government Board may by order direct that a sum not exceeding double the amount in respect of which the default is made be set apart and invested as part of the sinking fund, and their order shall be enforceable by writ of Mandamus to be obtained by the Local Government Board.

Application of moneys.

**89.** All moneys raised under the powers of this Act shall be applied only for purposes authorised by this Act to which capital is properly applicable.



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90. All powers, rights, and remedies given to the Corporation by this Act shall (except where otherwise expressly provided) be deemed to be in addition to and not in derogation of any other powers conferred on them by Act of Parliament, law, or custom, and the Corporation may exercise such other powers as if this Act had not passed.

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Powers  
of Act  
cumulative.

91. The costs, charges, and expenses attending or incident to the obtaining and passing of this Act shall be paid by the Corporation out of the public funds or rates in the hands of the Corporation, or hereafter to accrue to them on waterworks account.

Expenses of  
Act.

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1911