



ANNO PRIMO

VICTORIÆ REGINÆ.

Cap. lxxxiii.

An Act for the better supplying with Water the Town and Neighbourhood of *Leeds* in the West Riding of the County of *York*. [30th June 1837.]

WHEREAS a better Supply of Water for domestic and other Purposes would be of great Advantage to the Inhabitants of the Town of *Leeds* and the Neighbourhood thereof in the West Riding of the County of *York*: And whereas such Supply of Water may be obtained from the several Springs, Becks, Rivulets, and Watercourses herein-after mentioned or referred to, situate at or near *Eccup* in the Parish of *Addle* otherwise *Addle-cum-Eccup* and *Allwoodley* in the Parish of *Harewood* in the said West Riding, in and upon Lands the Property respectively of the Right Honourable *Henry Earl of Harewood*, *William Thomas Carruthers* Esquire, and *George Lane Fox* Esquire, and from the Drainage of certain other Lands in the said Parishes respectively the Property of the said Earl of *Harewood*, *William Thomas Carruthers* Esquire, and *George Lane Fox* Esquire, and divers other Persons: And whereas the several Persons herein-after named are willing, at their own Expence, to carry into execution the said Undertaking; but the same cannot be beneficially effected without the Aid of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That *William Adam*, *Daniel Atkinson*, *James Brown*, *Christopher Beckett*,

Company incorporated.

[Local.]

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William

William Beckett, John Blays, Thomas Blayds, Thomas Benyon, Richard Bramley, William Brayshaw, Francis Chorley, Thomas Clapham, John Cawood, Robert Derham, Leonard Forster, George Goodman, Thomas Hebden, Christopher Heaps, William Hey, Samuel Hare, John Heaton Merchant, James Holdforth, Adam Hunter Doctor of Medicine, Robert Jackson, Thomas Kirkby, George Kighley, John Marshall, John Metcalfe, Charles Gascoigne Maclea, William Milthorpe Maude, Jacob Naylor, Thomas Noble, George Noble, Thomas Prince, Thomas Benson Pease, James Robinson, William Singleton, William Smith of Burley, Hamer Stansfeld, Joseph Shackleton, George North Tatham, John Tetlow, David Underwood, Benjamin Walker, Obadiah Willans, James Williamson Doctor of Medicine, John Young, and all other Persons who have subscribed or who shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for constructing, completing, and maintaining the Waterworks and other Works by this Act authorized, according to the Provisions and Restrictions herein-after contained, and for that Purpose shall be One Body Corporate, by the Name and Style of "The Leeds Waterworks Company," and by that Name shall have perpetual Succession, and shall have a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase, hold, and sell Lands for the Use of the said Undertaking, without incurring any Penalties or Forfeitures, and shall have and exercise all other Powers and Authorities which are herein-after given or mentioned.

II. And whereas an Act was passed in the Thirtieth Year of the Reign
 30 G.3. c. 68. of His late Majesty King *George the Third*, intituled *An Act for better supplying the Town and Neighbourhood of Leeds in the County of York with Water; and for more effectually lighting and cleansing the Streets and other Places within the said Town and Neighbourhood, and removing and preventing Nuisances, Annoyances, Encroachments, and Obstructions therein:* And whereas another Act was passed in the Forty-ninth Year of the
 49 G.3.c.122. Reign of His said late Majesty, intituled *An Act to amend and enlarge the Powers of an Act passed in the Thirtieth Year of His present Majesty, for better supplying the Town and Neighbourhood of Leeds in the County of York with Water, and for more effectually lighting and cleansing the Streets and other Places within the said Town and Neighbourhood, and for removing and preventing Nuisances and Annoyances therein; and for erecting a Court House and Prison for the Borough of Leeds, and for widening and improving the Streets and Passages in the said Town:* And whereas another Act was
 5 G. 4. c.124. passed in the Fifth Year of the Reign of His late Majesty King *George the Fourth*, intituled *An Act for lighting, cleansing, and improving the Town and Neighbourhood of Leeds in the County of York:* And whereas, under the Authority of the said Acts of the Thirtieth and Forty-ninth Years of King *George the Third*, or one of them, Waterworks were constructed and provided for the Supply of Water to the said Town and Neighbourhood of *Leeds*, and the necessary Cost and Expence thereof was defrayed by Means of various Sums of Money lent and advanced by divers Persons on Mortgage of the said Waterworks, and of the Rates authorized to be laid and levied by virtue of the said Acts respectively, or one of them, in manner therein mentioned: And whereas each of such Mortgages was originally granted for securing the Sum of One hundred Pounds and Interest, and there is now due and owing to such Mortgagees the full
 16 Principal

Principal Sum of One hundred Pounds in respect of each Mortgage: And whereas, under and by virtue of the said recited Acts or some of them, the said present Waterworks and the Management thereof, and the Execution of the Powers of the said Acts in respect thereof, were and are vested in and possessed and exercised by Commissioners elected in manner therein mentioned, together with the Justices of the Peace for the Borough of *Leeds* for the Time being, or by a Quorum of such Commissioners, denominated the Commissioners of the *Leeds* Waterworks: And whereas the said Waterworks are incapable of supplying a sufficient Quantity of Water for the Use of the Inhabitants of the said Town and Neighbourhood, and the Water supplied by them is in a great Degree impure and unfit for domestic Purposes, and it is therefore expedient that the said Waterworks and all the Property and Privileges thereof should be vested in the said Company in manner herein-after mentioned; be it therefore enacted, That from and after the passing of this Act all and every the said Waterworks, and the Lands, Tenements, and Hereditaments thereto belonging, and all and every the Mains, Pipes, Reservoirs, and Machinery of every Kind and Description, with their Appurtenances, and all the Estate, Right, Title, Interest, Powers, Privileges, Liberties, Licences, Authorities, Benefit, Advantage, Claim, and Demand whatsoever, of or belonging to such Commissioners by virtue of the said recited Acts, or any of them, so far as the same respectively relate to or affect the said Waterworks, and the Management and Control thereof, and the levying of Rates for and in respect thereof, shall be and the same are hereby declared to be vested in the said Company hereby incorporated, for the Purposes of this Act; subject nevertheless to the Payment by the said Company of all and every the Sum or Sums of Money which now are or shall at any Time hereafter be due and owing for Principal and Interest to the several Mortgagees of the said Waterworks upon and by virtue of their said several Securities, and also subject to the Payment by the said Company of all the Debts, Charges, Liabilities, Costs, Damages, and Expences whatsoever which the said Waterworks and Premises, or any Part thereof, or which the said Commissioners for or in respect thereof, now are or shall at any Time hereafter be owing, charged, or liable, or shall have sustained or be put unto in any Manner howsoever, so that the said Commissioners, and their Successors, Officers, Agents, and Servants, may be fully protected, kept harmless, and indemnified by the said Company of, from, and against the same respectively.

Existing Waterworks vested in the Company hereby incorporated.

III. And be it further enacted, That where in this Act any Word shall be used importing the Singular Number only, such Word shall be understood to include several Matters as well as one Matter, and several Persons as well as one Person; and where the Word "Lands" shall be used, the same shall be understood to include Tenements and Buildings; and where the Word "Corporation" shall be used, the same shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; and any Word importing the Masculine Gender only shall be understood to include Females as well as Males; unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Rules for the Interpretation of this Act.

IV. And

Proprietors
may raise
Money
among them-
selves for the
Undertaking,
not exceeding
91,500*l.*, to
be divided
into Shares of
25*l.* each.

IV. And be it further enacted, That it shall be lawful for the said Company to raise among themselves by Subscription any Sum of Money for constructing, completing, and maintaining the Works by this Act authorized, not exceeding in the whole the Sum of Ninety-one thousand five hundred Pounds, the whole to be divided into Three thousand six hundred and sixty Shares of Twenty-five Pounds each; and such Shares shall be numbered, beginning with Number One, and so on in arithmetical Progression ascending, whereof the common Excess or Difference shall always be One; and every such Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and they are hereby vested in the several Persons taking the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sums they shall severally contribute; and all Persons, and their several and respective Successors, Executors, Administrators, and Assigns, who shall subscribe for any such Share or such Sum as shall be demanded in lieu thereof towards the said Undertaking and other the Purposes of the said Subscription, shall be entitled to and shall receive in proportionable Parts, according to the respective Sums so by them respectively paid, the net Profits and Advantages which shall accrue from or by the Water Rents and other Sums of Money to be received by the said Company, as and when the same shall be divided by the Authority of this Act, subject to the Restrictions hereinafter contained: Provided always, that no greater Sum than Sixty-two thousand Pounds shall be raised by means of such Shares for the Purposes of the said Undertaking without the Consent of a Majority of the Directors for the Time being of the said Company, confirmed by the Decision of a Majority of the Shareholders present at some Special General Meeting of the said Company duly convened for that Purpose.

The whole
Expence to be
subscribed or
provided for
before the
compulsory
Powers of the
Act are put in
force.

V. And whereas the probable Expences of carrying the Purposes of this Act into execution will, according to the Estimate thereof, amount to the Sum of Ninety-one thousand five hundred Pounds, of which the Sum of Fifty-five thousand Pounds has already been subscribed by several Persons under a Contract binding them, their Heirs, Executors, and Administrators, for Payment of the several Sums so subscribed for by them respectively; be it therefore enacted, That until the said Sum of Ninety-one thousand five hundred Pounds herein authorized to be raised by Subscription as aforesaid shall have been subscribed for in like Manner, or until the Amount of such Subscription (not being less than Sixty-two thousand Pounds) together with the Money borrowed under the Authority of this Act, shall amount to the Sum of Ninety-one thousand five hundred Pounds, the Powers granted by this Act, so far as the same relate to the compulsory taking of Land for the Purposes of the said Undertaking, shall not be put in force.

Application
of Money
raised.

VI. And be it further enacted, That the Money to be raised by virtue of this Act shall be applied, in the first place, in discharging all the Costs, Charges, and Expences attending the applying for, obtaining, and passing this Act, or in anywise preparatory or incidental thereto, afterwards in paying and discharging the said Principal Monies and Interest secured to the said Mortgagees of the present Waterworks, and then in or towards the making and completing the said Waterworks by this Act authorized to be

be made, and the Roads, Avenues, or Approaches thereto, and other Works in this Act directed to be made, and paying the Purchase Money for the Lands herein authorized to be purchased, and in otherwise carrying this Act into execution.

VII. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to provide, construct, complete, and maintain all such Waterworks, Reservoirs, Aqueducts, and other Works and Conveniences as they shall think proper, in the Situations, and upon, through, under, or over the Lands delineated on the Plan and mentioned in the Book of Reference relating to the said Waterworks deposited with the said Clerk of the Peace for the said West Riding of the County of *York*, as herein-after more particularly mentioned, and to supply with Water, by means of such Waterworks, the Limits of this Act, from certain Springs, Becks, Rivulets, and Watercourses called respectively *Lineham Spring*, *Lineham Beck*, *Ellercar Nook Beck*, *Bentley Beck*, *Eccup Beck*, *Johnson's Spring*, *Will Redhoff Spring*, and *Midgley's Spring*, also the upper Spring, called *Midgley's Upper Spring*, *Smith's Spring*, and *Burley's Spring*, all being at or near to *Eccup* and *Allwoodley*, in the several Parishes of *Addle* otherwise *Addle-cum-Eccup* and *Harewood* in the said West Riding of the County of *York*, after leaving a sufficient Supply of the Water of such Springs for the Use of the several Estates in which the same Springs respectively arise, and also from the Drainage of all and every the Lands delineated as Drainage Lands upon the Map or Plan herein-after mentioned or referred to as deposited with the said Clerk of the Peace for the said West Riding, and also from such Springs, Watercourses, and other Sources of Water, except as herein-after mentioned, as may be found in constructing and completing the said Waterworks and other Works by this Act authorized: Provided always, that it shall not be lawful for the said Company, without the Consent in Writing of the Owner for the Time being, to take or divert for the Purposes of the said Waterworks any Part of the Waters flowing in or into a certain Rivulet or Beck called *Wigton Knowle Beck*, in the said Parish of *Harewood*: Provided also, that it shall not be lawful for the said Company, without the Consent in Writing of the said Earl of *Harewood*, or of the said *George Lane Fox*, *William Thomas Carruthers*, and *Henry Englefield*, or of the Owners for the Time being of their respective Estates, to erect or make upon any Part of the Lands of the said Parties respectively authorized to be taken for the Purpose of this Act any Building or Erection of any Kind but such as shall be necessary for the proper Construction, Completion, Conduct, Protection, and Management of the said Waterworks: Provided always, that no Building or Erection shall be made upon any Part of the Land of the said *Henry Englefield*, within a less Distance than One hundred and fifty Yards of the Dwelling House now situate on the said Land of the said *Henry Englefield*, and occupied by *Robert Oldman*, without the Consent of the said *Henry Englefield*, his Heirs or Assigns, or the Owner of his Estate for the Time being: Provided also, that the said Company shall and they are hereby required, in forming the several Reservoirs and Works hereby authorized to be made, and the several Conduits, Drifts, Sewers, and Watercourses connected therewith or leading thereto, at their own Expence, and to the Satisfaction of the Owner or Owners of the adjoining Lands, or of his or their Agents or Agent, or of Two proper and competent Referees, one to be appointed respectively by such Owners

Company empowered to construct Works and supply Water.

Not to take Water from Wigton Knowle Beck;

nor to erect unnecessary Buildings.

Restriction as to Buildings on Lands of Mr. Englefield.

Company to restore all Roads, Watering Places, &c. cut off by their Works.

Not to erect any Steam Engine except for the temporary Service of executing the Works.

Plan and Book of Reference to remain in Custody of Clerk of the Peace.

Unintentional Errors in Schedule or Book of Reference not to prevent Execution of Act.

Prescribing the Limits of this Act.

or Agents, and the other by the said Company, or of an Umpire to be appointed by such Referees, to make and provide a sufficient Number of convenient Roads, Ways, Watering Places, Wells, Watercourses, Drains, and Channels for Irrigation, for the Use and Occupation of the adjoining Lands, and for irrigating the same in those Parts where the present or any new or other Roads, Ways, Watering Places, Wells, Watercourses, Drains, and Channels shall be taken away; or interrupted, injured, or rendered inconvenient or useless by reason of the making of the said Reservoirs and other Works: Provided also, that it shall not be lawful for the said Company to erect, make, set up, or continue any Steam Engine for the Purposes of the said Waterworks except for the temporary Purposes of the Execution of the Works by this Act authorized to be made.

VIII. And whereas a Plan, describing the Situation of the intended Reservoirs, Aqueducts, and Works, and the Lands upon, in, or through which the same respectively are intended to be made or carried, together with a Book of Reference to such Plan, containing Lists of the Names of the Owners and Occupiers or reputed Owners and Occupiers of such Lands, have been deposited with the Clerk of the Peace for the West Riding of the County of *York*; be it therefore enacted, That the said Plan and Books of Reference so deposited shall remain with and be kept by the said Clerk of the Peace, and all Persons interested in any Manner in such Lands shall have Liberty at all reasonable Times to inspect and to make Extracts from or Copies of the said Plan and Book of Reference respectively, paying to the said Clerk of the Peace the Sum of One Shilling for every Inspection, and after the Rate of Sixpence for every One hundred Words copied therefrom; and the said Plan or Book of Reference, or true Copies thereof respectively, or of so much thereof respectively as shall relate to any Matter in question, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

IX. Provided always, and be it further enacted, That it shall be lawful for the said Company to construct the said Reservoirs, Aqueducts, and other Works in the Situation, and in the Line or Course, and upon, in, or through the Lands delineated on the said Plan, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in this Act or in the Schedule thereto, or in the Book of Reference to the said Plan, if (in the Event of Dispute about the same) it shall appear to any Two or more Justices of the Peace for the County or Place in which the Lands so omitted, mis-stated, or erroneously described may lie, and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake or Inadvertence; and every such Certificate of the said Justices shall be deposited with and remain in the Custody of the Clerk of the Peace of the County or Place for which such Justices shall so act.

X. And be it further enacted, That the Limits of this Act shall be deemed and taken to extend to and include the several Parishes of *Addle* otherwise *Addle-cum-Eccup*, *Harewood*, and *Leeds*, in the West Riding of the said County of *York*.

XI. And

XI. And be it further enacted, That for the Purposes and subject to the Provisions and Restrictions of this Act it shall be lawful for the said Company, their Agents and Workmen, and all other Persons by them authorized, and they are hereby empowered, to enter into and upon the Lands of any Person whomsoever, and to survey and take Levels of the same or of any Part thereof, and to set out and appropriate for the Purposes of this Act such Parts thereof as they are by this Act empowered to take or use, and in or upon such Lands, or any Lands adjoining thereto, to bore, dig, cut, embank, and sough, and to remove or lay, and also to use, work, or manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein, or otherwise in the Execution of any of the Powers of this Act, and which may be necessary or proper for constructing, completing, maintaining, altering, repairing, or using the Works by this Act authorized, or which may obstruct the constructing, completing, maintaining, altering, repairing, or using the same according to the true Intent and Meaning of this Act; and also from Time to Time to continue, cleanse, open, enlarge, alter, repair, and use or discontinue the said Works, or any of them, and to substitute others in their Stead; and also from Time to Time to dig and break up the Soil and Pavements of any of the Highways, Streets, and Roads within the Limits of this Act, and generally to do and execute all other Matters and Things necessary or convenient for constructing, completing, maintaining, altering, or repairing and using the said Works, and for conveying and bringing a sufficient Supply of Water to and through all and every the Highways, Streets, and Roads within the Limits aforesaid, for the Use of the Inhabitants thereof, and for distributing and conveying such Water to the respective Houses, Workshops, Offices, and other Buildings and Premises within the Limits of this Act, they the said Company, their Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making Satisfaction in manner herein-after mentioned to all Persons interested in any Lands which shall be taken, used, or injured, for all Damages to be by them sustained in or by reason of the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company and all other Persons for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein-after mentioned and contained: Provided always, that it shall not be lawful for the said Company or their Agents to enter into any Lands (except for the Purpose of surveying, taking Levels, and staking out the same), or to appropriate or use any Part thereof, or to take, use, or manufacture any Earth, Stone, Rubbish, Trees, Gravel, Sand, or other Materials for the Purposes of this Act, without giving Ten Days previous Notice of their Intention so to do, specifying the Quantity and Situation of the Land so intended to be entered, and for what Purpose the same are or is intended to be appropriated, and first making or tendering Satisfaction in manner herein-after mentioned: Provided always, that the said Company shall not be empowered or authorized to set out or appropriate for the Purposes of this Act or otherwise any Part of the Lands of the said *George Lane Fox* and *Henry Englefield* respectively, except such Part thereof as may be necessary for the Construction of the said Reservoirs and the said Tunnel or Drift, and the Works and Buildings adjoining thereto and connected therewith, according to the Plan deposited with the Clerk of the

Power to take Lands, &c. for the Purposes of this Act.

Company not to enter Lands without previous Notice.

Limitation as to Lands to be taken.

the Peace as aforesaid and the Provisions of this Act, nor to enter upon or take from other Lands of the said *George Lane Fox* and *Henry Englefield* respectively, nor from other the Lands of the said Earl of *Harewood* and *William Thomas Carruthers* respectively, not appropriated to the Purposes of this Act, any Stone or other Materials or Things without the Consent of the said Earl of *Harewood*, *George Lane Fox*, *William Thomas Carruthers*, and *Henry Englefield* respectively, or the Owner or Owners of the said Lands respectively for the Time being.

South
Springs and
other Waters
in Mr. Fox's
Estate,

Drift or Tun-
nel through
Allwoodley
Hill.

Addle Beck.

Sources of
Waters
which supply
Addle Beck.

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

Waters

Waters not included within the said Drainage Lands so delineated as herein-before is mentioned and not intended to be used or taken by the said Company, now flow, and also by other Rivulets, Springs, and Waters which flow into the said *Addle Beck* in its Course from and between *Black Hill Dam* aforesaid and the said *River Aire*: And whereas it would operate to the Injury of the respective Owners, Lessees, and Occupiers of the said Mills and other Works if any of the Waters now flowing into or contributing to the Augmentation of the said Dam called *Black Hill Dam*, or of the said Beck or Stream called *Addle Beck*, in its Course from *Black Hill Dam* to the *River Aire* aforesaid, were diverted or detained from their present natural or usual Course or Channel, or in any respect diminished: And whereas it is apprehended by the said Owners, Lessees, and Occupiers of the said Mills and other Works, or by some of them, that the making of the aforesaid Tunnel or Drift, or the Shafts and other Works by this Act authorized to be made, will have the Effect of so diverting, detaining, or diminishing the Waters of the said Springs, Rivulets, and other Waters herein-before mentioned, or some of them, and thereby diminishing the Power of the said Stream, and of injuring and damaging the said Mills, Works, and other Property situate upon or near to the said *Addle Beck* in its Course and within the Limits aforesaid: And whereas it is expedient to prevent any such Diversion or Diminution, Injury or Damage, being made or occasioned by the said Company; be it therefore enacted, That it shall not be lawful for the said Company, nor shall any thing herein contained authorize or empower, or be construed to authorize or empower, the said Company, or any of their Agents, Servants, or Workmen, in the Prosecution of this Act, or in constructing, making, or performing any of the Works or Things hereby authorized to be made or done, in any respect to take or divert any of the Waters arising, or which shall or may, or which in case the Works by this Act authorized were not made would, arise or flow from the said Springs or Waters, or to take or divert any Springs or Waters flowing in or into *Addle Beck*, *Weetwood Beck*, *Sheepscar Beck*, and *Lady Beck* aforesaid, or by whatever other Name or Names the same is or are called or known, between *Black Hill Dam* aforesaid and the Junction of the said *Addle Beck* with or into the said *River Aire* at *Leeds* aforesaid.

Company not to divert any of the Springs or Waters which supply *Addle Beck*.

XIII. And be it further enacted, That the said Company shall make and pay full Compensation to the said *George Lane Fox* or the Owner of his said Estate for the Land required therefrom for the Purposes of this Act, and for the Right of tunnelling, and making, maintaining, and continuing the said Driftway under the Surface of his Lands and Estate, and the Enjoyment thereof, for the Purposes of this Act, and also for all the Water, whether taken or derived from the Estate and Lands of the said *George Lane Fox* or otherwise, to which he is in anywise entitled, and all Injuries or Damages which shall happen and arise to the said *George Lane Fox* or the Owner for the Time being of his said Estate, or to any Part of the said Estate and Lands, or to any of his Rights and Interests therein, by reason of any of the Operations of this Act, such Compensation to be ascertained and the Payment thereof secured as herein-after mentioned; and that the said Company shall make and pay similar Compensation to the Lessees, Tenants, and Occupiers of the Lands and Estate of the said *George Lane Fox* respectively for any Loss, Damage, or Injury which may arise, accrue, or be occasioned to them or any

Compensation to *George Lane Fox*, Esquire, and his Tenants.

[Local.]

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of them, or to any of their Rights and Interests therein, by any of the Operations of this Act, such Compensation to be ascertained and the Payment thereof secured as herein-after mentioned.

If Springs within Mr. Fox's Estate are diverted, an Equivalent to be provided or Compensation made.

XIV. And be it further enacted, That in case it shall happen that the said Springs or any of them shall at any Time or Times hereafter be diverted, injured, or diminished within any Part of the Estate of the said *George Lane Fox* by the said Company, under the Powers contained in this Act, (the same to be ascertained, in case of Dispute, in manner herein-after mentioned,) then the said Company shall and they are hereby required at their own Expence, *toties quoties*, forthwith to find and provide for the said *George Lane Fox* or the Owner for the Time being of his said Estate, his Tenants or Assigns, an equal Supply of good and wholesome Water of the same Quality in lieu of the said Springs and Water so diminished, diverted, and taken away as aforesaid; and the said Company shall, at their own sole Expence, lead and conduct the same in a sufficient and proper Manner to the same Points and Places in the said Estate as those from which the present Supply of Water shall have been diverted and taken as aforesaid; and in case such Supply of Water cannot be found and provided by the said Company, or in case such Supply of Water shall be delayed, pending any Arbitration or Assessment of Damages by a Jury, from any Cause, Refusal, Omission, or Neglect on the Part of the said Company to provide the same, or if a Supply of Water adequate to what shall be so diverted be not forthwith furnished, then the said Company shall and they are hereby required to pay to the said *George Lane Fox* or the Owner or Owners for the Time being of his said Estate, and to his and their Lessees, Tenants, and Occupiers respectively, a full and ample Compensation in Money in respect of the Injury theretofore or thereafter to be sustained by him, or the Tenants on the said Estate or any of them, by reason of the Loss or Diminution of the said Springs, and the consequent Inconvenience of the Occupation of such Parts of the said Estate as may be affected thereby.

Mode of ascertaining Compensation to Mr. Fox.

XV. And be it further enacted, That the Compensations herein provided to be paid to the said *George Lane Fox*, and the Lessees, Tenants, and Occupiers of his Estate and Lands, shall be ascertained and determined, in case of Dispute, by a Jury to be summoned under the Provisions of this Act, in the same Way as other Questions of Damage and Compensation are hereby required to be determined; or, at the Option of the said *George Lane Fox* or the Owner for the Time being of his said Estate, and of the said Lessees, Tenants, and Occupiers respectively, the said Question of Compensation shall be determined by the Arbitration of Two indifferent competent Persons, One to be named by each Party, or, in case they cannot agree within a Time to be limited by them for that Purpose, by an Umpire to be nominated in Writing by such Referees before entering on the Business of the said Reference: Provided always, and it is hereby declared, that nothing herein contained for the Protection of the Rights of the said *George Lane Fox* shall authorize or be deemed or construed to sanction or warrant any such Detention, Diversion, Appropriation, or Use (in or out of the Lands or Estate of the said *George Lane Fox*) of any of the Springs, Rivulets, or Waters arising or flowing, or which, if this Act had not been made, would arise or flow

therefrom into *Addle Beck*, as can, shall, or may in any respect injure or diminish, either in Quantity, Force, Power, or Quality, the same Supply of Water from henceforth flowing into *Addle Beck*.

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

Lineham Beck and other Waters not to be diverted without Compensation.

XVII. And be it further enacted, That the Compensation herein provided to be paid to the said *William Thomas Carruthers*, and the Lessees, Tenants,

Mode of ascertaining Compensation.

tion to W. T.
Carruthers.

Tenants, and Occupiers of his Estate and Land, shall be ascertained and determined, in case of Dispute, by a Jury to be summoned under the Provisions of this Act, in the same Way as all other Questions of Damage and Compensation are hereby required to be determined; or, at the Option of the said *William Thomas Carruthers* or the Owner for the Time being of his said Estate, and of the said Tenants and Occupiers respectively, the said Question of Compensation shall be determined by the Arbitration of Two indifferent competent Persons, One to be named by each Party, and in case they cannot agree within a Time limited by them for that Purpose, by an Umpire to be nominated in Writing by such Referees before entering on the Business referred to them.

For ascer-
taining if the
Waters are
diverted.

XVIII. And be it further enacted, That for determining whether or not there shall be at any Time or Times any such Diversion, Injury, or Diminution as aforesaid of or in any of the said Springs and Waters within the several Estates of the said *George Lane Fox* and *William Thomas Carruthers* respectively, or any such Diversion, Detention, or Diminution of or Injury to the Supply of Water flowing from the several Springs, Waters, and Sources herein-before mentioned into *Black Hill Dam*, or into the said Beck called *Addle Beck*, between the said *Black Hill Dam* and the River *Aire* aforesaid, by reason of the Execution of any of the Powers of this Act, it shall be referred to Two Engineers, one to be appointed by the said Company, and the other to be appointed, as the Case may require, by the said *George Lane Fox* or the said *William Thomas Carruthers* respectively, or the Owners for the Time being of their said Estates respectively, or, as herein-after mentioned, by the Owners or Lessees for Years of the said Mills, Dyehouses, and Tan-yards upon or near to the said Beck called *Addle Beck*, and at the sole Expence in all respects of the said Company (except as herein-after is mentioned), before the making of the said Drift or Tunnel, or any of the Shafts or Pits connected therewith, shall be commenced, to ascertain and determine, by Gauges or other sufficient and proper Means, what is the usual or accustomed Quantity of Water flowing from such Springs, Waters, or Sources respectively as and in manner before mentioned; and a Statement of such last-mentioned Gauges, signed by the said Referees, or their Umpire, to be appointed as herein-after mentioned, shall, within One Calendar Month next after the making and Completion thereof, be deposited with the Clerk of the Peace of the West Riding of the County of *York*; and a Copy thereof, signed by the said Clerk of the Peace or his Deputy, shall be admitted as Evidence thereof on all future Inquiries between the said Parties respectively; and the said Referees, or any other Referees to be chosen by the said Parties in manner aforesaid, shall from Time to Time when thereto required by the said Parties, or any of them, ascertain and determine whether or not the same usual and accustomed Quantity of Water continues to flow in manner aforesaid from the same Springs, Waters, or Sources, or any of them, and ascertain and determine whether or not any Diminution that may be found in such Quantity has been in any and what Degree occasioned by the Execution of any of the Powers of this Act; and in case the said Engineers so to be appointed as aforesaid cannot agree in their Decision of any of the Matters so to be referred to them within the Time to be limited by them for that Purpose, the Matter in question shall be referred, at the like Expence of the said Company, to a Third Engineer

as

as Umpire, who shall be named by the Two first-mentioned Engineers before they shall enter upon the Business referred to them; and the Award or Awards of the said Referees or Umpire (as the Case may be) shall from Time to Time be inrolled in the Office of the Clerk of the Peace for the said West Riding of the County of *York* within One Calendar Month after the Date and Execution thereof; and a Copy of the same, signed by the Clerk of the Peace for the said Riding or his Deputy, shall be deemed good Evidence thereof in all future Inquiries: Provided always, that in every Arbitration and Reference to be had and made by virtue of the Provisions last herein-before contained, after the Expiration of Two Years from the Time when the said Drift or Tunnel shall have been completed, it shall be in the Discretion of the said Referees or Umpire (as the Case may be) to award that the Complaint has been frivolous or vexatious, and to award such Costs therein as he or they may think reasonable.

XIX. And be it further enacted, That for the Purpose of appointing a Referee to act in the Premises on behalf of the Owners, Lessees, and Occupiers of the said Mills and other Works and Property upon or near to the said *Addle Beck* it shall be lawful for the Owners and Lessees for Years of Mills, Dyehouses, and Tan-yards upon or near to the said *Addle Beck*, or any Three or more of them, to give Notice by Writing under their Hands of a Meeting to be held for the Nomination and Appointment of such Referee from Time to Time, and such Notice shall be given by inserting a Copy of the same once in all the Newspapers which shall then be published in *Leeds* at least Two Weeks prior to the holding of such Meeting, the precise Time and Place of which Meeting (such Place being the Court House or some public Inn or Building in *Leeds*) shall be expressed in the said Notice; and at such Meeting the Majority in Number of the Owners and Lessees for Years of the said Mills, Dyehouses, and Tan-yards then and there present, by themselves or their Agents, from Time to Time shall name and by Writing under their Hands appoint an Engineer to act in the Premises on the Behalf of all the Owners, Lessees, and Occupiers of Mills and other Works and Property upon or near to the said *Addle Beck*; and any Vacancy in such Appointment by Death, Incapacity or Refusal to act (if any such should occur) shall be supplied from Time to Time in like Manner: Provided nevertheless, that in the Nomination of the said Referee at any such Meeting, and in computing the Majority of Votes, all Firms and Companies of Partners, being Owners or Lessees for Years of any such Mills, Dyehouses, or Tan-yards as aforesaid, shall only have One Vote in respect of each such Partnership Property.

For appointing a Referee by Mill Owners, &c.

XX. Provided always, and be it further enacted, That in case the said Company, or the said *George Lane Fox*, or *William Thomas Carruthers*, or the said *Henry Englefield*, or the Owner or Owners for the Time being of their respective Estates, or the Owners or Lessees for Years of the said Mills, Dyehouses, and Tan-yards, or any of them, as the Case may be, shall neglect or refuse, for Twenty-one Days next after Notice shall have been given to or by the said Company of the said Intention to refer the Matter in dispute to Arbitration, to appoint a Referee to determine the Matters in dispute as aforesaid, or in case the said Two Referees shall not, within One Calendar Month next after their Appointment, agree in

If Parties do not nominate Referees, Two Justices of the West Riding may appoint them.

For Appointment of Referees in case of Death or Incapacity.

naming and appointing an Umpire between them or any of them, and in fixing a Time for making their Award in the Premises, it shall be lawful for any Two or more of Her Majesty's Justices of the Peace for the West Riding of the County of *York*, not interested in the Matters in question, and they are hereby required, at the General Quarter Sessions, or at any Special Sessions to be holden for the said Riding, upon Ten Days previous Notice in Writing being given to the Party neglecting or refusing to appoint such Referee or Umpire as aforesaid, to name and appoint some fit and proper Person to be a Referee or Umpire to determine such Matters in dispute as aforesaid, or to fix the Time for making their Award, as the Case may be; and such Referee or Umpire so appointed is hereby empowered to act and determine in such Reference in the same Manner as if he had been originally appointed to act therein by the Party or Parties so neglecting or refusing as aforesaid, and the Time for making the Award so fixed by such Justices shall be conclusive; and in case the said Referees or Umpire, or either of them, shall die, or refuse or neglect or become incapable to act in the said Reference, before the same shall be determined, then other fit and proper Persons shall be in like Manner chosen and appointed in the Room and Stead of the Referee or Umpire so dying, or neglecting or refusing or becoming incapable to act in the Premises, and the Award and Determination of such new Referees or Referee or Umpire, as the Case may be, shall be binding and conclusive on all the Parties interested and concerned in such Reference: Provided always, that in every Case of Reference under any of the Provisions of this Act the Agreement or Submission to such Reference shall be made a Rule of One of Her Majesty's Courts of Record at *Westminster*, and the Costs of such References from Time to Time, in all Cases not otherwise provided for by this Act, shall be borne and paid by such Party or Parties and in such Manner as the Costs attending any Damages or other Matter required to be ascertained and settled by a Jury are herein directed to be borne and paid: Provided always nevertheless, that nothing herein contained shall prevent or prejudice any Party or Parties who may be in dispute or difference touching any Matter or Thing done or alleged or threatened or intended to be done contrary to the Powers, Authorities, or Provisions herein contained, or any of them, from or in commencing and prosecuting any Action, Bill, Suit, Prosecution, or Complaint or other Proceedings in any of Her Majesty's Courts of Law or Equity.

Referees may proceed ex parte if Parties neglect to attend.

XXI. Provided also, and be it further enacted, That in case the said Company, or the said Owners and Lessees for Years of Mills, Dyehouses, and Tan-yards, or the said *George Lane Fox*, *William Thomas Carruthers*, or *Henry Englefield*, or the Owners or Owner for the Time being of their said Estates respectively, shall refuse or neglect to attend, by themselves or their Agents, the Referees or Umpire, when required so to do by such Notice to them as the said Referees or Umpire shall think necessary, it shall be lawful for the said Referees or Umpire to proceed *ex parte* and in the same Manner as if all the said Parties had duly attended such Reference; and the Decision of such Referees or Umpire shall be binding and conclusive on all Parties interested therein, notwithstanding such Refusal or Neglect to attend the said Referees or Umpire as aforesaid.

For securing Payment of

XXII. And be it further enacted, That in case of Nonpayment of any of the Compensations or Damages herein provided and secured to be ascertained

ascertained and paid by the said Company, or any Part thereof, by the Space of Three Calendar Months next after the same shall have been awarded or adjudged to or become payable to the Person or Persons entitled to receive the same, it shall be lawful for such Person or Persons, or any of them respectively, to recover the same by Action of Debt in any of Her Majesty's Courts at *Westminster*, and have Execution for the same against and upon the said Waterworks, Property, Estate, Rates, Monies, or Effects to be acquired by the said Company by virtue of this Act; and further, that if any of the said Compensations or Damages herein provided to be paid, or any Part thereof, shall remain and be unpaid by the Space of Three Calendar Months next after the same shall be ascertained as herein provided, and Demand thereof made, then and in such Case, and whenever the same shall so happen, it shall be lawful for the Person or Persons so entitled to the said Compensation and Damages, or any of them, to apply, by way of cumulative Security and Execution, for the Payment of the said Compensation or Damages, or so much thereof as shall remain unpaid, to Two or more Justices of the Peace for the West Riding of the County of *York*; and it shall be lawful for such Justices of the Peace, and they are hereby respectively required, on Request to them made by or on behalf of the said Party to whom the Compensations or Damages, or any Part thereof, shall be due and unpaid, by an Order under their Hands to appoint some Person (on Security being given by him, to the Satisfaction of the said Justices, for the due and faithful Performance of his Office, and for the rendering of a just and true Account of all his Receipts and Payments by virtue thereof, when thereto required by the said Justices,) to receive the Whole or such Parts of the Water Rents or Sums payable to or to be derived by the said Company under or by virtue of this Act; and such Person so to be appointed shall thereupon be empowered to receive and take such Water Rents or Sums of which he shall be so appointed Receiver, and in his Name to give Receipts and Acquittances for the same, and also to use all and every Means to recover and obtain Payment of the same, by using the Name of the said Company, in such and the same Manner and by such Ways and Means as the said Company are by this Act authorized and empowered to recover and obtain Payment of the said Water Rents and Sums of Money; and the Money so to be received by such Person appointed as aforesaid to receive the said Water Rents and Sums of Money is hereby declared to be so much Money received by or to the Use of the Party or Parties to whom the said Compensation or Damage shall be due and unpaid, until such Compensation and Damages, together with the Costs and Charges of recovering and receiving the same, shall be fully ascertained and paid; and from and after any Appointment of such Receiver, the said Company, or their Officers, Servants, or Agents, shall not be empowered to receive the said Rents and Sums of Money, or any of them, until the said Compensation, Debt, or Damage, and all Costs, Charges, and Expences attending the Recovery of the same, shall from Time to Time be fully paid and satisfied; and the Person or Persons by whom such Water Rents and Sums of Money shall become payable shall not be required to ascertain or inquire whether the said Debt, Damages, Costs, Charges, and Expences, or any Part thereof, shall remain unsatisfied or unpaid, but the Receipt or Receipts of the said Receiver shall be a good Discharge for the Rents or Sums of Money in such Receipt or Receipts expressed to be paid.

Water to be conveyed through the Lands of Mr. Carruthers and Mr. Englefield in a covered Conduit.

XXIII. Provided always, and be it further enacted, That the Water hereby authorized to be conveyed for the Use of the said intended Waterworks in and through the respective Lands of the said *William Thomas Carruthers* and the said *Henry Englefield*, situate in the said Parishes of *Addle* and *Leeds* respectively, shall be so conveyed in a covered Piping, Aqueduct, or Conduit to be laid and continued under Ground through their said respective Lands.

Not to interfere with the Stone Quarry of Mr. Englefield.

XXIV. Provided always, and be it further enacted, That nothing herein contained shall extend or be deemed or construed to extend to authorize or empower the said Company, in making any Conduits, Aqueducts, Watercourses, or other Works for the Purposes of this Act, to intersect, interrupt, or otherwise interfere with the working of the Quarry of Stone now open within the Estate of the said *Henry Englefield* in the said Township of *Headingley-cum-Burley*, but, on the contrary, that the Line of the said Works, as shown in the said Plan deposited in the said Office of the Clerk of the Peace, shall be so far diverted and turned within the Limits allowed by this Act towards the South-east as shall be sufficient to avoid, as far as is practicable consistent with the due Preservation of the Levels of the said Waterworks, all such Interference, and to leave the said Quarry in a Condition to be worked and carried on without Interruption throughout the remaining Part of the Bed of Stone in the said Estate; and in case any Damage or Injury shall notwithstanding be done to the said Quarry or Quarry Ground, or the Owner, Lessees, or Tenants thereof, the said Company shall and they are hereby required to make full Compensation for such Damage or Injury to the said *Henry Englefield* and such Lessees or Tenants, the Amount of such Compensation to be determined, in case of Dispute, by a Jury or by Arbitration, at their Option, in manner herein especially provided for.

Rights of fishing.

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

Power to treat for the Purchase of Lands.

XXVI. And be it further enacted, That it shall be lawful for the said Company to treat and agree for the Purchase of any Lands authorized to be taken or used by them, and of any subsisting Leases, Terms, Estates, and Interests therein and Charges thereon, or such of them or such Part thereof as the said Company shall think proper for the Purposes of this Act.

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

XXVII. And be it further enacted, That it shall be lawful for the Lords and Ladies of the Manor of *Leeds* for the Time being to contract and agree with the said Company for and to grant to them for an annual Rent or Sum of Money, and subject to such Regulations as the said

said Lords and Ladies shall think fit, a Lease or Demise (which the said Company are hereby also authorized and empowered to accept and take) for any Term or Number of Years of any Quantity not exceeding Four Acres of the Waste Ground or Common called *Woodhouse Moor*, within and Parcel of the Wastes of the said Manor, for the Purpose of making One or more Reservoirs for the Use of the said Waterworks, or for other the Purposes of this Act.

XXVIII. And be it further enacted, That after any Lands intended to be taken or used for the Purposes of this Act shall have been set out and ascertained, it shall be lawful for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, and Feoffees in Trust for charitable or other Purposes, Executors, Administrators, and Committees, and all Trustees, and all other Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have done by Law under the Powers of this Act in case they had been sole, of full Age, and of sound Mind, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whomsoever seised or possessed of or interested in any such Lands, to contract for, sell, and convey the same or any Part thereof unto the said Company; and all such Contracts, Sales, and Conveyances, including the reasonable Costs, Charges, and Expences of furnishing and verifying such Title as the said Company may require, shall be made at the Expence of the said Company, and (unless where the said Company may be advised that the same is not applicable to the Circumstances of the Case, or where it may be necessary or desirable to insert particular Provisions,) may be made according to the following Form, or as near thereto as the Numbers of the Parties and the Circumstances of the Case will admit; namely,

Persons under legal Disability empowered to sell Lands.

‘ I *A. B.* of _____ in consideration of the Sum of _____
 ‘ to me [*or, as the Case may be,* into the Bank of *England* in the _____
 ‘ Name and with the Privity of the Accountant General of the Court of _____
 ‘ Exchequer, *ex parte* “*The Leeds Waterworks Company,*” *or* to *C. D.*
 ‘ of _____ and *E. F.* of _____ Two Trustees appointed
 ‘ to receive the same,] pursuant to the Act after mentioned, paid by “*The*
 ‘ *Leeds Waterworks Company*” [*or* the said Company], established or
 ‘ incorporated by an Act of Parliament passed in the _____ Year of
 ‘ the Reign of Her Majesty Queen *Victoria*, intituled [*here set forth the Title*
 ‘ *of this Act*], do hereby convey [*or, in Cases of Copyhold or Customary*
 ‘ *Lands requiring Surrender, do hereby agree to surrender*] to the said
 ‘ Company, their Successors and Assigns, all [*describing the Premises to*
 ‘ *be conveyed or agreed to be surrendered*], together with all Ways, Rights,
 ‘ and Appurtenances thereunto belonging, and all such Estate, Right,
 ‘ Title, and Interest in and to the same and every Part thereof as I am or
 ‘ shall become seised or possessed of, or am by the said Act capacitated

Form of Conveyance to the Company.

[*Local.*]

33 O

‘ or

‘ or empowered to convey [*or surrender*], to hold the Premises to the
 ‘ said Company, their Successors and Assigns for ever, according to the
 ‘ true Intent and Meaning of the said Act. In witness whereof I have
 ‘ hereunto set my Hand and Seal the Day of in
 ‘ the Year of our Lord One thousand eight hundred and .’

And all such Conveyances and Agreements to surrender as aforesaid shall be valid and effectual in Law to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed or aliened, and to bar and destroy all Estates Tail, and all Titles to Dower, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the same ; but, although Terms shall be merged, they shall in Equity afford the same or the like Protection and Priority as if they were assigned and kept on foot in Trust for the said Company and to attend the Reversion and Inheritance.

Conveyance
of Copyholds.

XXIX. Provided always, and be it further enacted, That if any Contract shall be made for or in respect of any Lands to be taken or used by virtue of the Powers of this Act which shall be of Copyhold or Customary Tenure, or in the Nature thereof, every such Contract shall be executed and completed by Surrender of such Lands in the Court of the Manor of which the same may be held or parcel, according to the Custom of such Manor, which Surrender shall and may be made by all Corporations and Persons by this Act authorized and empowered to make Conveyances of other Lands, and shall have the like Force and Effect in respect of such Copyhold or Customary Estates and Interests as such Conveyance as aforesaid made by the same Corporations or Persons would have had over the Lands comprised in such Surrender in case the same had been of Freehold Tenure in the same Corporations or Persons ; and such Lands shall continue subject to the same Fines, Rents, and Services as may be then due and payable and of right accustomed in the same Manner as if this Act had not been passed, until such Lands shall have been enfranchised by virtue of the Powers herein-after contained ; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent the Lord from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation as he would have received in case such Copyhold or Customary Premises had continued to be the Property of Persons in their natural Capacities, the said Lord shall, at the Time of such Surrender, be paid by the said Company a reasonable Recompence and Satisfaction for the Loss which may arise to him in respect of such Fines, Heriots, and other Services the Receipt or Enjoyment of which shall be diminished or lost by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate ; and such Recompence and Satisfaction, if not settled by Agreement between the Parties (and which Agreement all Lords of Manors and other Corporations and Persons by this Act authorized to enfranchise Copyhold or Customary Lands are hereby empowered to enter into), shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof ; and in all Cases where the Lord of any
 Manor

Manor whereof any Copyhold or Customary Lands purchased by the said Company for the Purposes of this Act shall be parcel shall not have contracted to enfranchise the same, and shall have received from the said Company a Recompence or Satisfaction in respect of the Fines, Heriots, and other Services being diminished or lost by the vesting and continuing of such Copyhold or Customary Lands in a Body Corporate, then and in every such Case, if the same Lands or any Part thereof shall not be ultimately required for the Purposes of this Act, but shall be sold and disposed of by the said Company under the Authority to them by this Act given for that Purpose, the Copyhold or Customary Lands which shall so be sold and disposed of by the said Company shall remain in the Hands of the Purchaser thereof and for ever thereafter continue free and discharged from the Fines, Heriots, and other Services in respect whereof such Recompence and Satisfaction shall have been made as aforesaid.

XXX. And be it further enacted, That it shall be lawful for the Lord for the Time being of any Manor whereof any Copyhold or Customary Lands required for the Purposes of this Act are holden or parcel, and whether an Individual or a Corporation, and whether seised in his own Right or as a Trustee, and whether seised in Tail or for Life or other limited Estate, and in case of a Lady, whether married or sole, and in case of an Infant, Lunatic, or other incapacitated Person being Lord of such Manor, then for his Guardian, Committee, or Trustee, to contract for the Enfranchisement of and to enfranchise such Copyhold or Customary Lands by such or the like Form of Conveyance as by this Act is directed or authorized to be used in Cases of the Conveyance of Lands; and in case such Lord or other Person or Corporation hereby capacitated to enfranchise such Lands shall require the same, it shall be compulsory on the said Company to purchase the Enfranchisement of such Lands; and the Price to be paid by the said Company for the Purchase of the Enfranchisement of any such Lands shall (in case the Parties differ about the same) be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof.

Lords of Manors under Disability empowered to enfranchise.

XXXI. And be it further enacted, That the Appointment or Apportionment of the certain Copyhold or Customary Rents issuing out of any Copyhold or Customary Lands of which a Part only shall be taken for any of the Purposes of this Act, in case the same shall not be settled by Agreement between the Parties, shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Appointment or Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with and shall not be valid without the Consent and Approbation of the Lord of the Manor whereof the same Copyhold or Customary Lands are held or parcel; and the Apportionment of such Copyhold or Customary Rents as aforesaid shall not in any Manner invalidate, prejudice, or destroy the Customs in other respects by or under which the Copyhold or Customary Lands not taken for the Purposes of this Act shall be held, or the Remedies for the Recovery of the Rent for the same after the Apportionment thereof.

Regulation for the Apportionment of Rents of Copyholds.

XXXII. And

Power to
purchase the
Release of
Lands
wanted from
Rents
charged
thereon.

XXXII. And be it further enacted, That where any Lands purchased or intended to be purchased by the said Company shall, solely or jointly with other Lands not intended to be purchased, be subject to any Rent Service, Rent-charge, or Chief Rent, or other Rent, Payment, or Incumbrance, it shall be lawful for the said Company to agree for the Release of the Lands so purchased or intended to be purchased from such Rent, Payment, or Incumbrance, and also (where necessary or convenient) for an Apportionment of such Rent, Payment, or Incumbrance, for such Sum as shall be agreed upon between the said Company and the Party who under the Provisions of this Act shall agree to sell or apportion the same, and which Agreement may be entered into by all Corporations and Persons by this Act empowered to sell and convey Lands; and in case any Difference shall arise respecting the Value of such Rent, Payment, or Incumbrance, or respecting the Apportionment thereof, the same shall be determined by a Jury (if required) in like Manner as the Price of Lands is by this Act directed to be settled in case of Dispute as to the Value thereof; which Jury shall assess and determine the Value of the Rent, Payment, or Incumbrance affecting the Lands purchased or intended to be purchased, and shall also (where necessary) apportion the Rent, Payment, or Incumbrance affecting the Lands jointly subject to Rent, Payment, or Incumbrance as herein-before mentioned, according to the respective Values of the Lands purchased or intended to be purchased and of the Lands not purchased or intended to be purchased by the said Company; and all Contracts, Conveyances, and Assurances which shall be made by and between the said Company and any such Party as aforesaid respecting such Release (and which may be of the like Forms as by this Act are directed to be used in Cases of Conveyance of Lands) shall be valid and effectual in the Law, and shall extinguish the Whole or a proportionate Part of such Rent, Payment, or Incumbrance (as the Case may be): Provided always, that when any of the Lands purchased by the said Company shall be released from any Rent, Payment, or Incumbrance affecting the same jointly with other Lands not purchased by the said Company, such last-mentioned Lands shall be charged only with the Remainder of such Rent, Payment, or Incumbrance, and such Apportionment shall not prejudice the Title to the remaining Rent or the Remedies for such Remainder, but the same shall at all Times thereafter remain as effectual as if the Lands not so purchased had been originally charged with that Amount only: Provided also, that when a Part of any Rent, Payment, or Incumbrance shall be released, it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, or Incumbrance, to affix their Common Seal to a Memorandum indorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Rent, Payment, or Incumbrance shall have been purchased by virtue of this Act, and what Proportion of the said Rent, Payment, or Incumbrance shall have been released, and also declaring the Amount of the Rent, Payment, or Incumbrance which shall continue payable, and such Memorandum shall be Evidence in all Courts of the Facts therein stated, and shall not exclude any other Evidence of the same Facts: Provided also, that when any Money shall be directed to be paid for the Release from any Rent, Payment, or Incumbrance of any Lands belonging to any Person not being seised in Fee Simple, such Money shall always be paid by a Sum in Gross.

XXXIII. And

XXXIII. And be it further enacted, That all Corporations and Persons having any Mortgage on any Lands or Premises to be taken for the Purposes of this Act, and whether entitled thereto in their own Right or in Trust, or whether in Possession thereof by virtue of such Mortgage or not, shall, on the Tender of the Principal Monies and Interest due thereon, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, by the said Company or by any Person by them authorized, immediately alien, release, assign, and transfer such mortgaged Premises to the said Company or to such Person and in such Manner as they shall appoint, and which Alienation, Release, Assignment, and Transfer may be of the like Form as the Conveyances by this Act directed to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of the Case will permit; or in case such Mortgagees shall have Notice in Writing from the said Company that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six Calendar Months (to be computed from the Day of giving such Notice), then at the End of such Six Calendar Months, on Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall alien, release, assign, and transfer their respective Interests in the mortgaged Premises to the said Company or as they shall direct; and in case any such Mortgagee shall refuse to alien, release, assign, or transfer as aforesaid on such Tender or Payment, then all Interest on every such Mortgage Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to alien, release, assign, or transfer as aforesaid, then upon Payment of the Principal Money and Interest and the Costs (if any) due on such Mortgage as aforesaid into the Bank of *England* at or at any Time after the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or in lieu of such Notice and in addition to the said other Monies of Six Calendar Months Interest in advance for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in case of other Payments into the said Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him, shall vest in the said Company, and the said Company shall be deemed to be in the actual legal and equitable Possession of the Premises and Estate comprised in such Mortgage to all Intents and Purposes whatsoever.

Mortgagees to convey to the Company.

XXXIV. And be it further enacted, That in all Cases in which any Lands or Premises subject to any Mortgage shall be required for the Purposes of this Act, which Lands or Premises shall be of less Value than the Principal Money, Interest, and Costs secured thereon, or in which a Part only of any Lands or Premises subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Part of such Lands or Premises to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money and all Interest due or to become due thereon, and all Costs, the Value of such Lands or Premises, or (as the Case may be) of such Part thereof as shall be so required for the Purposes aforesaid, and also the Compensation (if any) for any Damage done, shall be settled and agreed upon by and between such Mortgagee and the Person entitled

Directing in what Manner Disputes between Company and certain Mortgagees shall be settled.

to the Equity of Redemption of such Lands or Premises on the one Part, and the said Company on the other Part; and in case of any Difference between them, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value and Compensation being so agreed upon or determined as aforesaid shall be paid to such Mortgagee in satisfaction of his Claim so far as the same will extend, and such Mortgagee shall thereupon alien, release, assign, and transfer all his Interest in such mortgaged Lands or Premises the Value whereof shall have been so agreed upon or determined as aforesaid, or in case of his neglecting or refusing to alien, release, assign, or transfer as herein-before directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England* to the Credit of such Mortgagee as by this Act is provided in Cases of a like Nature; and such Payment to the Mortgagee or into the Bank as last aforesaid shall be and be accepted in satisfaction of the Claim of such Mortgagee so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Lands or Premises as shall be so taken or used from all Principal and Interest and other Money due or secured thereon, and thereupon such mortgaged Lands or Premises shall become absolutely vested in the said Company, and the said Company shall be deemed to be in the actual Possession thereof to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers and Remedies for recovering or compelling the Payment of the Mortgage Money or the Residue thereof (as the Case may be), or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands or Premises not required for the Purposes of this Act, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon and out of the whole of the Lands or Premises originally comprised in such Mortgage: Provided also, that when a Part only of any Lands or Premises subject to any Mortgage shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Lands or Premises so taken shall, on the Assignment thereof to the said Company, have been paid to the Mortgagee thereof in part Satisfaction of his Mortgage Debt, a Memorandum of the Amount so paid shall be endorsed on the Deed creating such Mortgage at the Time of executing such Assignment to the said Company, and shall be signed by such Mortgagee, and a Copy of such Memorandum shall at the same Time, if required, be furnished by the said Company at their Expence to the Person entitled to the Equity of Redemption of the Lands or Premises comprised in such Mortgage Deed.

Satisfaction
to be made
for Lands
taken for
Works.

XXXV. And be it further enacted, That all Corporations and Persons by this Act capacitated to sell and convey Lands, or to release Lands from Rents and other Incumbrances charged thereon, and the respective Owners and Occupiers of any Lands through, under, or upon which the Works by this Act authorized are intended to be constructed or made, shall be entitled to have and receive, and may agree to accept and receive, and may, subject to such Provisions and Restrictions as in this Act are contained as to the Payment thereof, accept and receive Satisfaction for the Value of such Lands or of the Interest therein by them conveyed, and also Compensation for any Damage by them sustained by reason of the Execution of any of the Works by this Act authorized, and also by reason of the severing or dividing such Lands, and also for or on account of any Damage,
Loss,

Loss, or Inconvenience which may from Time to Time be sustained by such Corporations or Persons by reason of the Execution of any of the Powers of this Act, in such gross Sums as shall from Time to Time be agreed upon between the said Owners (including Persons hereby capacitated as aforesaid) and Occupiers respectively and the said Company; and in case the said Company and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Satisfaction, or Compensation, the same respectively, or either of them concerning which they do not so agree, shall be ascertained and settled by the Verdict of a Jury (if required) as hereinafter is directed, from Time to Time, and when and as often as Occasion shall require.

XXXVI. And for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons interested in any Lands which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted; be it further enacted, That if any Corporation, Trustee, or other Person so interested or entitled and capacitated to sell, agree, or convey or release as aforesaid, shall not agree with the said Company as to the Amount of such Purchase Money or Satisfaction, or other Compensation as aforesaid; or if any of the Parties entitled to receive such Purchase Money, Satisfaction, or Compensation as shall be offered and tendered by the said Company, shall refuse or decline to accept the same, and shall give Notice thereof in Writing to the said Company within Twenty-one Days next after such Offer and Tender shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury; or if any of such Parties as aforesaid shall for the Space of Twenty-one Days next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any of such Trustees or Persons respectively, or left at his last or usual Place of Abode, or with the Tenant or Occupier of, or affixed on some conspicuous Part of any Premises required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the said Company for the Sale, Conveyance, and Release of their respective Estates or Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey therein, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability, whether provided for by this Act or not, be incapable of making such Agreement, Conveyance, or Release as shall be necessary or expedient for enabling the said Company to take such Lands, or to proceed in constructing the Works by this Act authorized, or shall not disclose and prove the State of the Title to the Premises of which they respectively may be in Possession, and which they may claim to be entitled unto or interested in, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of this Act, or for the Purchase of Lands required for the Purposes of this Act, cannot be made, then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant, either under their Common Seal or under the Hands and Seals of any Five or more of the Directors of the said Company, to the Sheriff of the County in which the Lands in question shall be situate or the Matter in dispute shall arise, or in case such Sheriff or his Under Sheriff shall be one of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in any way interested in the Matter

In case Parties refuse or are incapable to treat, the Value of Lands and of Damages to be settled by a Jury.

in

in question, then to any of the Coroners of the said West Riding not so interested as aforesaid, or if all the Coroners shall be so interested, then to some Person then living in the County and free from personal Disability who shall have filled the Office of Sheriff or Coroner in the said County or Riding respectively, and not be interested as aforesaid, (a Person having more recently served either Office being always preferred,) commanding such Sheriff or Coroner or other Person to impanel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impanel, summon, and return, a Jury of at least Eighteen sufficient and indifferent Men qualified according to the Laws of this Realm to be returned for Trials of Issues in Her Majesty's Courts of Record at *Westminster*; and the Persons so to be impanelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be impanelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, Coroner, or other Person, or by some Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in Her Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place to be so appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the Standers-by, or of others that can be speedily procured to attend that Service (being so qualified as aforesaid), to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required, on Request in Writing by either Party, to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may authorize or order the said Jury, or any Six or more of them, to view the Place or Matter in controversy; and such Jury shall upon their Oaths (which Oaths, as well as the Oaths of all Persons who shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of, assess, and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands (except for such Interest therein as shall have been of right purchased by the said Company from any other Person), and also the Sum of Money to be paid by way of Satisfaction or Compensation for the Damages which shall from Time to Time be done or sustained as aforesaid by them; which Satisfaction or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, or Compensation as shall be assessed by such Jury from Time to Time; which said Verdict, and the Judgment thereon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon the said Company and all Corporations and Persons whomsoever: Provided always, that not less than Fourteen Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Party with whom any such Controversy shall arise, either by delivering such

Notice to such Party, or by leaving the same at his usual known Place of Abode, or with the Clerk or Agent or other principal Officer of the Corporation, or at the usual known Place of Abode of such Clerk, Agent, or Officer, or with some Tenant or Occupier of the Premises intended to be valued or respecting which or any Damage to which any such Question shall arise: Provided also, that in all such Cases the Party claiming such Satisfaction or Compensation shall be Plaintiff, and shall be entitled to all such Advantages and Privileges as Plaintiffs are by Law entitled to in Actions tried in any of Her Majesty's Courts of Record at *Westminster*.

XXXVII. And be it further enacted, That the said Juries shall and they are hereby respectively empowered, if thereunto required, to settle what Shares and Proportions of the Purchase Money, Satisfaction, or Compensation for Damages which shall be assessed as aforesaid shall be allowed to any Tenant or other Person for any particular Estate, Term, and Interest which he may have in the Premises by way of Lease or otherwise, for his Interest therein.

Compensation Money to be apportioned.

XXXVIII. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Verdict and pronouncing such Judgment respectively, shall be kept by the Clerk of the Peace, or other Person having the Custody of the Records of the Quarter Sessions for the said West Riding of the County of *York*, and shall be deposited with and shall be deemed to be Records of such Quarter Sessions to all Intents and Purposes, and the same, or true Copies thereof, shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and to have Copies thereof, paying for every Copy the Sum of Sixpence for every One hundred Words.

Verdicts to be recorded.

XXXIX. And be it further enacted, That if any Sheriff, Under Sheriff, Coroner, or other Person herein-before authorized and directed to act in the Stead of such Sheriff shall make default in the Premises, he shall for any such Offence forfeit and pay the Sum of One hundred Pounds; and if any Person so summoned and returned upon such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or shall refuse to give his Verdict, or shall in any other Manner wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act, every Person so offending, and having no reasonable Excuse (to be judged of and determined by such Sheriff, Under Sheriff, Coroner, or other Person), shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence; and if any Person so summoned to give Evidence as aforesaid shall not appear, on being paid or tendered a reasonable Sum for his Costs and Expences, or appearing shall refuse to be sworn or to give Evidence, every Person so offending, having no reasonable Excuse (to be judged of and determined as aforesaid), shall forfeit and pay for every such Offence, for the Benefit of the Party for whom or on whose Account any such Witness shall have been summoned, any Sum not exceeding Ten Pounds; all which Penalties and Forfeitures may be levied, by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the County or Place in which the said Lands shall be situate or the said Inquisition shall be held, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to

Penalty upon Sheriffs, &c. and on Jurors and Witnesses making default.

[*Local.*]

him, on Demand, the Overplus of the Money thereby produced (if any), after such Penalty and the Charges and Expences of such Distress and Sale shall have been deducted.

Juries to be under same Regulations as Juries at Westminster.

Witnesses to be punished for false Evidence.

XL. And be it further enacted, That every such Jury as aforesaid shall also be subject to the same Regulations and Penalties as if such Jury had been returned for the Trial of any Issue joined in any of Her Majesty's Courts of Record at *Westminster*; and all Persons who in any Examination to be taken by virtue of this Act upon their Oath shall wilfully and corruptly give false Evidence before any such Jury, Sheriff or Under Sheriff, Coroner, or other Person, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject to the Penalties and Punishment to which Persons guilty of wilful and corrupt Perjury shall or may by Law be subject.

Expences of Jury how to be paid.

XLI. And be it further enacted, That in every Case in which the Verdict of a Jury shall be given for the same or for a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as a Compensation or Satisfaction for any Damage or Loss which may happen or arise in the Execution of any of the Powers of this Act, all the Costs and Expences of obtaining and incident to the Inquisition, and of the Verdict and Judgment, and of Witnesses, and also of the Bond to be given by the Party requiring such Jury as herein-after mentioned, shall be borne by the said Company; and such Costs and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person presiding as aforesaid; and in case such Costs and Expences shall not be paid to the Party entitled to receive the same within Ten Days after the same shall have been demanded, the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company, under a Warrant to be issued for that Purpose by any Justice of the Peace for the County, Borough, or Place in which such Inquisition shall be held, not interested in the Matter in question, which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by any Party entitled to receive such Costs and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by the said Company, One Moiety of the said Costs and Expences shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs and Expences (the same having been ascertained and settled in manner herein-before mentioned) shall and may be deducted out of the Money awarded to be paid to such other Party as aforesaid, as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so awarded shall be deemed and taken to all Intents and Purposes to be good Payment or Tender in satisfaction of the Whole thereof: Provided always, that in Cases in which, by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Charges and Expences shall be borne and paid by the said Company.

XLII. And

XLII. And be it further enacted, That all Parties with whom the said Company shall have any Dispute, and who shall require a Jury to be summoned as aforesaid for or in respect of the Claim of such Parties against the said Company for Compensation in Damages for any Injury alleged to have been sustained by them respectively in the Execution of the Powers of this Act, shall, before the said Company shall be obliged to issue their Warrant for the summoning of such Jury, enter into a Bond by themselves or other sufficient Person, to be approved of by Two of Her Majesty's Justices of the Peace for the West Riding of the County of *York* (in case the Parties cannot otherwise agree touching the same), such Bond to be prepared at the Expence of the said Company, to the Treasurer or Clerk of the said Company, in a Penalty of One hundred Pounds, to prosecute their Complaint, and to bear and pay their Proportion of the Costs and Expences of summoning and returning such Jury, and taking such Verdict, and of the summoning and Attendance of Witnesses, in case any Part of such Costs and Expences shall fall on them.

Persons requesting Juries shall enter into Bonds to prosecute their Complaints and to pay Expences.

XLIII. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed (without the Consent of the said Company), to receive or take notice of any Complaint to be made by any Party for any Loss or Injury by him sustained or supposed to be sustained or occasioned in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing by or on behalf of the Party making such Complaint, stating the Particulars of such Loss or Injury, shall have been given by such Party to the said Company Fourteen Days before the summoning of such Jury, and within Twelve Calendar Months after the Time of such supposed Loss or Injury having been sustained, or the doing or committing thereof shall have ceased.

Notice of Injury to be given to Company before Complaint.

XLIV. And be it further enacted, That all Persons in Possession of any Lands intended to be taken or used for the Purposes of this Act, and who shall have no greater Interest in the Premises than as Tenants at Will or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver the Possession of such Premises to the said Company, or to such Person as the said Company shall appoint to take possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company to or left at the last usual known Place of Abode of such respective Tenants or Lessees or Persons in Possession, or left upon the said Premises, or at such other Time after the Expiration of Six Calendar Months as they shall be respectively required, whether such Notice be given with reference to the Time of the Commencement of such Tenants holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company; and in case any such Tenant or Lessee or Person so in Possession as aforesaid shall refuse to deliver up such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept, either under their Common Seal or under the Hands and Seals of any Five or more of the Directors of the said Company, to the Sheriff of the County in which the Premises shall be situate, to deliver possession of the said Premises to such Person as shall in such Precept be nominated to receive the same; and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue from

Tenants at Will or for a Year to quit Lands, &c. after Notice.

from the Issuing and Execution of such Precept on the Person so refusing to deliver Possession by Distress and Sale of his Goods and Chattels.

Interests of such Tenants may be settled by a Jury.

XLV. Provided always, and be it further enacted, That where any such Tenant or Lessee who shall be required to deliver the Possession of any Premises so occupied by him before the Expiration of his Term or Interest therein shall give the said Company previous Notice in Writing thereof, the said Company shall and they are hereby required to make or tender to such Tenant or Lessee, before they shall issue their Precept to the Sheriff to give Possession of such Premises, Satisfaction or Compensation for the Value of his unexpired Term or Interest in the said Premises, which Satisfaction or Compensation, in case of Difference, shall be ascertained and determined in the same Manner as any other Satisfaction or Compensation for any Lands taken or used by the said Company is by this Act directed to be ascertained and determined.

Persons holding under Leases to produce the same.

XLVI. Provided also, and be it further enacted, That in all Cases in which any Party shall claim any Satisfaction or Compensation for or in respect of any unexpired Term for Years or Chattel Interest which he shall claim to be possessed of or entitled unto in any Lands, Mines, or Minerals intended to be taken or used under the Authority of this Act, under or by virtue of any Demise, Lease or Agreement for Lease, or Grant thereof, the said Company are hereby authorized to require such Party to produce or show the Lease, Agreement, Demise, or Grant in respect of which such Claim for Satisfaction or Compensation shall be made; and if such Lease, Agreement, Demise, or Grant shall not be produced or shown within Twenty-one Days after Demand made by the Clerk of the said Company, or by any Person by him authorized, the Party claiming such Satisfaction or Compensation shall be considered and treated as holding only from Year to Year.

For settling Disputes as to Damages to a small Amount.

XLVII. And be it further enacted, That in case any Difference shall arise between the said Company and any of the Owners or Occupiers of the Property to be used or enjoyed for the Purposes of this Act as to the Amount or Value of the Damage done by the said Company, their Agents or Workmen, to such Property in the Execution of any of the Powers of this Act, and such Difference cannot be settled between the said Parties, the same shall be ascertained and determined by some Two or more Justices of the Peace for the County or Place within which such Lands lie, who, upon Application made to them by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Company, provided the Compensation claimed do not exceed the Sum of Twenty Pounds.

Application of Compensation Money when amounting to 200l.

XLVIII. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used for the Purposes of this Act, or of any Interest therein, or for the Release of any such Lands from any Rent or other Incumbrances charged thereon, or for any Compensation or Satisfaction under this Act, which any Corporation, or any Tenant for Life or in Tail, or Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Idiot, Lunatic, Feme Covert, or other Cestuique Trust,

or any Person whose Lands are limited in strict or other Settlement, or any Person under any other Disability or Incapacity, shall be entitled unto, interested in, or hereby capacitated to convey, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* "The Leeds Waterworks Company," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; and shall, when so paid in, there remain until the same shall, by Order of the said Court made in a summary Way upon Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the said Lands, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance affecting the said Lands, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out, by Order of the said Court made in a summary Way, in the Purchase of other Lands, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which the Compensation or Satisfaction shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime, and until such Purchase can be made, the said Money may, by Order of the said Court upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime, and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled.

XLIX. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before mentioned shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then the same shall, at the Option of the respective Parties for the Time being entitled to the Rents and Profits of the Lands so taken or used, or of their respective Husbands, Guardians, or Committees in Cases of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, with the Approbation of the said Company, (signified in Writing, either under their Common Seal, or under the Hands of any Five or more of the Directors of the said Company,) be paid into the Bank of *England* in the Name and

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Application
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sation Money
when less
than 200*l.*
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with the Privity of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees, to be nominated by the respective Parties exercising such Option, such Nomination to be approved of by the said Company, and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties, and either under the Common Seal of the said Company or under the Hands of any Five or more of the said Directors of the said Company; and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer, but without its being necessary to obtain any Order of the said Court touching the Application thereof.

Application
of Compen-
sation Money
when not
exceeding
20*l*.

L. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands so taken or used for the Purposes of this Act, or in respect of which such Compensation or Satisfaction shall be paid, for their own Use and Benefit; and in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, then such Money shall be paid to their respective Husbands, Guardians, Committees, or Trustees, to and for the Use and Benefit of the Parties respectively entitled thereto.

Expences of
Titles to be
paid by the
Company.

LI. And be it further enacted, That all the Costs, Charges, and Expences, on the Part as well of the Seller as the Purchaser, of all Conveyances and Assurances of any Lands which shall be purchased or taken by the said Company for the Purposes of this Act, or any Terms or Interests therein, and of deducing, evidencing, and verifying such Title as the said Company may require to the said Lands, or any Term or Interest therein, and of making out and furnishing such Abstract and such attested Copies as the said Company may require, and all Expences whatsoever incident to the Investigation, Deduction, and Verification of such Title, shall be exclusively borne and paid by the said Company; and the said Company, before entering into Possession of the Lands so purchased or taken, shall pay the Amount of such Costs, Charges, and Expences, or, in case there shall be any Dispute about the same, shall obtain such Order as herein-after mentioned, and shall deposit, for the Purpose of paying the same, in such Manner as herein-after mentioned, the Amount of the Costs, Charges, and Expences claimed by the Party or Parties from whom the Lands shall be purchased or taken: Provided always, that the said Company shall not be prevented from entering into Possession of the Lands so purchased by reason of the Nonpayment of the said Costs, Charges, and Expences, or by reason of the Order herein-before mentioned not having been obtained, or the Deposit herein mentioned not having been made, unless the Party or Parties from whom such Lands shall have been purchased shall, within Seven Days after Notice in Writing for that Purpose shall have been given to them by the said Company, deliver a Bill of their said Costs, Charges, and Expences to the said Company.

LII. And

LII. And be it further enacted, That if the said Company and the Party or Parties aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the same shall be ascertained by the said Court of Exchequer; and it shall be lawful for the said Court, on Petition to be presented by the said Company, to order and direct that such Costs, Charges, and Expences shall be referred to one of the Masters of the said Court, to be taxed in the usual Manner, who shall be at liberty to proceed under the same; and such Order shall be served on the Party or Parties aforesaid; and after Taxation thereof it shall be lawful for the said Court to order and direct that the Amount of such Costs, Charges, and Expences so taxed, together with the Costs, Charges, and Expences attending the Taxation thereof, or so much of the same as shall be payable by the said Company to the Person or Persons from whom such Lands shall have been purchased or taken, shall be paid to the Person or Persons as aforesaid: Provided always, that the said Company shall not be at liberty to enter into Possession of the Lands so purchased or taken until an Order shall have been made for the Taxation of the said Costs, Charges, and Expences, and the said Company shall have deposited the Sums claimed in respect of the same in the Bank of *England*, in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account there, *ex parte* "The *Leeds* Waterworks Company," pursuant to the Method prescribed by the hereinbefore mentioned Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, which Sums shall be applied, under the Order of the said Court, in payment of the said Costs, Charges, and Expences: Provided also, that the Expence of determining such Costs, Charges, and Expences as aforesaid, and of obtaining the Order or Orders referring the same to be taxed, shall be paid and borne by the said Company, unless One Sixth of the said Costs, Charges, and Expences shall be disallowed, in which Case the said Expence shall be paid and borne by the Person or Persons from whom the said Lands were purchased or taken, and the Amount thereof may then be paid to the said Company out of the said Sum so deposited by them as aforesaid.

How such Costs are to be ascertained.

LIII. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used under the Authority of this Act, or for the Release of any such Lands from any Rent or other Incumbrance charged thereon, or for Compensation or Satisfaction as aforesaid, shall refuse to accept the same, or cannot be found, or shall be absent from *England*, or shall refuse, neglect, or be unable to make a Title to such Lands to the Satisfaction of the said Company for the Purposes of this Act, or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse to convey the same, then and in every such Case, where not otherwise provided by this Act, it shall be lawful for the said Company to order the Money so agreed or awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands (describing them, so far as the said Company can do), subject to the Control and Disposition of the said Court; which said Court, on the Application of any Party making claim to such Money or to any Part thereof by Petition, is hereby empowered, in a summary Way of proceeding

In case of not making out Titles, &c. the Money to be paid into the Bank.

ing or otherwise, as to such Court shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof or Payment of the Dividends thereof, according to the Estate, Title, or Interest of the Party making claim thereto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give to the said Company, or to any Party paying any Money into the Bank of *England* under or pursuant to this Act, a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received.

Persons in Possession presumptively entitled.

LIV. Provided always, and be it further enacted, That where any Question shall arise, in reference to the Provisions aforesaid or otherwise upon this Act, touching the Title of any Party to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, in pursuance of this Act, for the Purchase of any Lands, or of any Estate, Right, Title, or Interest in any Lands, to be taken or used in pursuance of this Act for the Purposes aforesaid, or for any Compensation or Satisfaction as aforesaid, or to any Annuities or Securities to be purchased with any such Money as herein mentioned, or to the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands at the Time of such Purchase, and all Corporations and Persons claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands according to such Possession until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly, unless it shall be made to appear to the Satisfaction of the said Court that such Possession was a wrongful Possession, and that some other Party was lawfully entitled to the Whole or some Part of such Lands, or to some Estate or Interest therein, in which Case the said Court shall make such Orders respecting the said Capital, Dividends, and Interest as the Circumstances of the Case may require.

Court of Exchequer may order reasonable Expences of Purchases and Costs to be paid by the Company.

LV. And be it further enacted, That where, by reason of any Disability or Incapacity of any Person or Corporation entitled to any Lands or Hereditaments to be purchased, taken, or used under the Authority of this Act, or from any other Cause, the Purchase Money for any Lands or Hereditaments, or any Money to be paid by way of Recompence or Compensation for any Damage or Injury done to the same, shall be required to be paid into the Bank of *England*, it shall be lawful for the said Court of Exchequer to order the reasonable Costs, Charges, and Expences attending any such Purchase, taking, or using of Land, or which may be incurred in consequence thereof, and also all the Costs, Charges, and Expences of the Investment of such Purchase or Compensation Money in Government or Real Securities, and of the Reinvestment of the same, or the Government or Real Securities purchased therewith, in the Purchase of other Lands and Hereditaments, together with the necessary Costs, Charges, and Expences of obtaining the proper Orders and of all other Proceedings for such Purposes, and for the Payment of the Dividends and Interest of the Government or Real Securities upon which

such Purchase or Compensation Money may be invested, and for the Payment out of Court of the Principal of such Purchase or Compensation Money, or of the Government or Real Securities aforesaid, to be paid by the said Company; and the said Company shall from Time to Time pay such Sums of Money for the Costs, Charges, and Expences herein-before mentioned as the said Court shall direct.

LVI. And be it further enacted, That where any Money agreed or awarded to be paid for the Purchase of any Houses or Buildings taken or used under the Powers of this Act, or for any Compensation or Satisfaction in respect of any Houses or Buildings under this Act, shall have been paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* "The Leeds Waterworks Company," pursuant to the Directions contained in this Act, it shall be lawful for the said Court of Exchequer, upon Petition for that Purpose by the Party who would have been entitled to or in the Receipts of the Rents and Profits of the Houses or Buildings in respect of which such Money shall have been so paid in, from Time to Time to order such Part (if any) of the said Purchase or Compensation Monies as the said Court shall think fit to be laid out and applied in the rebuilding or repairing of any Houses or other Buildings taken down or injured in the Construction of the said Works, or in erecting other Houses or Buildings, or otherwise for the permanent Benefit of the Estate, in such Manner as to the said Court shall seem fit.

Court of Exchequer may order Compensation to be applied in rebuilding Houses, &c.

LVII. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties or awarded in manner herein mentioned for the Purchase of any Lands, Rent or other Charge, or by way of Satisfaction or Compensation for any Loss or Injury, as herein mentioned, to the respective Proprietors of such Lands, or other Persons respectively interested therein and entitled to receive such Purchase Money, Satisfaction, or Compensation, within Thirty Days after the same shall have been so agreed upon or awarded, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse to receive such Money as aforesaid, or shall refuse or neglect or be unable to make a good Title to such Lands to the Satisfaction of the said Company, or if any Party entitled to or hereby capacitated to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse, neglect, or be unable to convey the same, then upon Payment of such Money into the Bank of *England* as herein-before directed, to the Credit of the Parties interested in such Lands, or if any such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands, or for such Compensation or Satisfaction as aforesaid, which any Corporation, Trustee, or Person under any Disability is hereby capacitated to convey, then upon the Payment of such Money into the Bank of *England* as herein-before directed, to an Account *ex parte* "The Leeds Waterworks Company," or in such other Manner as such Money is herein-before directed to be paid, it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein,

Power to enter Lands upon Payment or Tender of Purchase Money.

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shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act; and such Payment or Tender and Conveyance, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower and Curtesy, and all Estates Tail, and other Estates in Reversion or Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever of and in the said Lands: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into, or enter upon such Lands for any of the Purposes of this Act, save for the Purpose of ascertaining and setting out the same for the Purposes of such Act, without the previous Consent of the Owners and Occupiers thereof respectively.

Compensation to be made for temporary Damage.

LVIII. And whereas, in executing the several Works by this Act authorized, it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Part of the Lands adjoining to such Works, for the Purpose of laying or depositing and manufacturing thereon Soil, Gravel, Clay, Sand, Limestone, Bricks, and other Materials, or for forming temporary Roads or Approaches to and from the said Works, or for other the Purposes of this Act; but inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands by the Exercise of the Powers and Authorities aforesaid until the said Works shall have been completed, it is expedient that the said Company, their Agents and Workmen, should be empowered to enter upon such adjoining Lands for the Purposes aforesaid, without having previously made such Payment, Tender, or Deposit of Money as herein-before directed; be it therefore enacted, That it shall be lawful for the said Company, their Workmen and Agents, and they are hereby empowered, subject to the Restrictions in this Act contained, to enter upon the Lands of any Corporation or Person whomsoever adjoining or lying near to the Works by this Act authorized to be constructed, or any of them or any Part thereof respectively, for the Purpose of depositing or manufacturing upon such Lands or upon any Part thereof respectively any Soil, Gravel, Clay, Sand, Limestone, Bricks, or other Materials, or for forming temporary Roads or Approaches to and from the said Works, without having previously made such Payment, Tender, or Deposit as aforesaid, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation for such temporary Occupation or temporary Damage of the said Lands to the Owners or Occupiers thereof from Time to Time, and as often as any such temporary Occupation shall be taken or any such temporary Damage shall be done by the said Company, such Compensation, in case the Parties differ about the same, to be settled and recovered in manner herein-before provided in Cases of Disputes as to the Value of Lands through, under, or upon which the said Works are intended to be made, and the Compensation for any Damage sustained by reason of the Execution

of any of the Works by this Act authorized: Provided always, that the said Company shall and they are hereby required, before entering upon any such adjoining Lands for the Purposes aforesaid, to agree with the Owner or Occupier of such Lands for the Payment by the said Company of a certain fixed annual Rent in respect thereof during the Continuance of such temporary Occupation, such Rent, in case the Parties differ in Opinion thereon, to be fixed by Arbitration of Two indifferent competent Persons, One to be named by each Party in manner aforesaid, or by their Umpire appointed in Writing by such Arbitrators before they enter on the Business of the said Arbitration, and also, within Twelve Calendar Months next after the permanent Damage or Injury (if any) which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid, make Compensation and Satisfaction, to be ascertained and settled in the same Manner as in this Act is directed in other Cases of permanent Damage or Loss occasioned by the said Company: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Works, the said Company shall and they are hereby required to give Fourteen Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart by sufficient Fences so much of the Land as shall be required to be so used as aforesaid from the other Lands adjoining thereto: Provided also, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than One hundred Yards from the said Works, or to make Bricks or place a Steam Engine upon any of such Lands at any Place which shall not be distant at least Five hundred Yards from any Mansion, without the Leave of the Owner and Occupier of such Mansion and Lands in Writing first had and obtained for that Purpose: Provided also, that before entering upon any such Lands for such temporary Purpose as aforesaid the said Company shall, if required by the Owner or Occupier thereof, find Two sufficient Persons who shall enter into a Bond to such Owner or Occupier in a Penalty to the Amount of Two hundred and fifty Pounds *per* Acre, conditioned for the Payment of such Compensation, such Securities to be approved of by Two Justices of the Riding, Borough, or Place within which such Lands shall be situate, in case the Parties differ about the same.

LIX. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company or any Person acting under their Authority to take, injure, or damage for the Purposes of this Act any House or other Building which was erected on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-six, or any Land which was then set apart and used as and for a Garden or Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a Dwelling House, or planted and set apart as a Nursery for Trees, other than and except such as are mentioned and set forth in the Schedule to this Act annexed.

Houses and Gardens, &c. not to be used without Consent, unless specified in the Schedule.

LX. And be it further enacted, That the said Company, in constructing and completing the several Works by this Act authorized, shall have full Power and Authority to deviate from the Lines and Situations of such respective Works as delineated in the said Plan deposited with the said Clerk of the Peace as herein-before mentioned, with such Deviation in

Company empowered to deviate from the Plan to the Extent of the 100 Yards.

the Section as may be necessary in consequence thereof: Provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards; nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Book of Reference, unless the Name of such Person shall have been omitted by Mistake or Inadvertence, which Mistake or Inadvertence shall be certified in manner herein-before provided in Cases of unintentional Errors in the said Books of Reference, or unless such Person shall have become possessed of any Lands mentioned in the said Book of Reference subsequently to the Thirtieth Day of *November* One thousand eight hundred and thirty-six.

Company not to claim Mines under Lands purchased.

LXI. And be it further enacted, That nothing in this Act contained shall extend to give to the said Company any Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines or Minerals under any Land purchased by the said Company under the Provisions of this Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals as may have been made the Subject of Compensation, to be ascertained, if the Parties do not agree, by Reference or by a Jury as herein-after mentioned, and may be necessary to be dug or carried away or used for the Purposes of this Act (unless the said Mines shall have been expressly purchased and conveyed by the Owner thereof to the said Company), but all such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals not necessary to be so dug, carried away, or used as aforesaid, shall (unless the contrary be expressed) be deemed to be excepted out of the Purchase and Conveyance of such Lands, and may, subject to the Restrictions herein-after contained for the Purchase thereof by the said Company, be worked by the respective Owners or Lessees thereof under the said Lands, Waterworks, or other Works of the said Company, as if this Act had not been passed; provided that in the working of such Mines or Minerals the said Waterworks or other Works shall not thereby be injured, prejudiced, or endangered, and that the said Mines and Minerals be not worked in an improper Manner.

Owners of Mines to give Notice to the Company of their Intention to work them, and Company to have Liberty to purchase.

LXII. Provided always, and be it further enacted, That when any Proprietor or Lessee or Tenant of any Mines of Coal, Ironstone, Limestone, Stone, or other Mines and Minerals lying under the said Waterworks and other Works, or any of them, or within the Distance of Forty Yards from such Waterworks or other Works respectively, shall be desirous of working the same, such Proprietor, Lessee, or Tenant shall give Notice in Writing to the said Company under his Hand at least Twenty-one Days before he shall begin to work such Mines, and upon the Receipt of such Notice it shall be lawful for the said Company to inspect such Mines, and to contract and agree with any such Proprietor, Lessee, or Tenant for the Purchase of and to purchase any such Mines or Minerals, or any Part thereof, the getting or working of which may appear to the said Company likely to prejudice or damage the said Waterworks or other Works; and if the said Company, and such Proprietor, Lessee, or Tenant, cannot or do not agree as to the Amount or Value of such Mines or Minerals, the same shall, at the Option of such Proprietor, Lessee, or Tenant, to be signified in Writing within Ten Days after the Receipt of Notice of the Intention of the Company to purchase the same,

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be ascertained and settled by Two indifferent Persons skilful in the working of Mines and Minerals, the one to be chosen by the said Company, and the other by such Proprietor, Lessee, or Tenant, and, in case of any Disagreement of such Referees so chosen as aforesaid, by an Umpire skilful as aforesaid, to be appointed by them before they proceed in such Reference, or otherwise by the Verdict of a Jury as is herein provided and directed with respect to the Land which shall or may be taken for the Purposes of this Act: Provided nevertheless, that in case the said Company do not before the Expiration of such Twenty-one Days declare their Desire to purchase the said Mines, and do not treat with such Proprietor, Lessee, or Tenant for the same, then it shall be lawful for the Proprietor, Lessee, or Tenant of such Mines, and he is hereby authorized, to work and get such Part of the said Mines as lies under the said Waterworks or other Works, or within the Distance aforesaid, without being liable to the said Company for any Damage which may be done thereby, unless such Damage be wilfully done or be caused by the working of such Mines in an improper Manner.

LXIII. Provided always, and be it further enacted, That in case the said Company shall purchase any such Mines as aforesaid under the said Waterworks or other Works, or within the Distance of Forty Yards thereof, it shall be lawful for the respective Proprietors, Lessees, or Tenants of the adjoining Mines (such Proprietors, Lessees, or Tenants being the Proprietors, Lessees, or Tenants of Mines on both Sides of the Mines so purchased) to cut and make such and so many Airways, Headways, Gateways, or Water Levels through the Mines or Minerals so purchased by the said Company as aforesaid as may be requisite and reasonably sufficient to enable such Proprietors, Lessees, or Tenants to ventilate, drain, work, and get the Mines or Minerals on each Side of the Mines so purchased as aforesaid; and the respective Proprietors, Lessees, or Tenants of such Mines, or other Persons cutting and making the same, shall allow and repay unto the said Company for all Coal or other Minerals worked or obtained by them from and out of such Airway, Headway, Gateway, or Water Level, at and after the same Rate and Price at which the said Company shall have purchased and paid for the said Mines: Provided also, that no Airway, Headway, Gateway, or Water Level shall be so cut or made as in any way to prejudice, endanger, or injure the said Waterworks or other Works.

If Company purchase the Mines, the Owners of Mines adjoining on each Side of Waterworks may make Communication.

LXIV. Provided always, and be it further enacted, That the said Company shall from Time to Time pay or cause to be paid to the Proprietor, Lessee, or Tenant of all Mines of Coal, Ironstone, and other Minerals all such Costs, Charges, Losses, and extraordinary Expences as shall fall upon such Proprietor, Lessee, or Tenant in consequence of the working the same in such Manner and under such Restrictions as not to prejudice or injure the said Waterworks or other Works or Conveniences connected therewith; and if any Dispute or Question shall arise between the said Company and such Proprietor, Lessee, or Tenant as aforesaid, touching the Amount of such Costs, Charges, Losses, or extraordinary Expences, the same shall be settled and determined by Two indifferent Persons skilful in the working of Mines and Minerals, the one to be chosen by the said Company, and the other by such Proprietor, Lessee, or Tenant, and, in case of Disagreement of such Referees so chosen as aforesaid, by an Umpire so skilful as aforesaid, to be appointed by them before they proceed in such Reference, whose Decision shall be final and conclusive.

Company to repay any Loss occasioned by working the Mines so as not to injure the Waterworks.

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LXV. And

Company
may contract
for the
Works.

LXV. And be it further enacted, That it shall be lawful for the said Company, or the Directors thereof, or for such Person as the said Company or Directors shall appoint for that Purpose in the Name of the said Company or otherwise, to contract and agree with any Person for constructing the several Works by this Act authorized, or any Part thereof respectively, and that in such Manner and for such Sums and under such Regulations and Restrictions as the said Company or the said Directors shall think proper; and all Contracts in Writing for any of the Purposes aforesaid shall be binding on the said Company and on all other Parties thereto, their respective Successors, Heirs, Executors, and Administrators; and Actions and Suits may be maintained thereon, and Damages and Costs recovered by or against the said Company or any of the Parties failing in the Execution thereof.

Company
empowered
to open the
Surface of
the High-
ways, and to
lay down
Pipes for the
Conveyance
of Water.

LXVI. And be it further enacted, That for the Purpose of supplying Water to the Inhabitants within the Limits of this Act it shall be lawful for the said Company and they are hereby empowered to open and break up the Soil, Pavement, and Surface in and of the several Highways, Footways, Turnpike Roads, Streets, and other public Places within the said Limits, and also any Sewers or Drains therein, and to lay and place within such Limits Pipes, Conduits, and other Apparatus and Conveniences, and to do all other Acts which the said Company shall from Time to Time deem necessary for supplying Water to the Inhabitants of the said Limits, according to the true Intent and Meaning of this Act, and also from Time to Time to open and break up such Soil, Pavement, Surface, Sewers, and Drains, for the Purpose of repairing, altering, or removing any such Pipes, Conduits, Apparatus, or Conveniences, they the said Company doing as little Damage as may be in the Execution of the Powers hereby granted, and making Compensation as in this Act mentioned for any Damage which may be done in the Exercise of such Powers: Provided always, that before the Soil, Pavement, or Surface in or of any of the said Highways, Footways, Turnpike Roads, Streets, or other Places shall be broken up, Ten Days previous Notice in Writing shall be given by the said Company to the Surveyors for the Time being of such Highways, and to the Trustees or Commissioners of such Turnpike Roads or Streets respectively intended to be opened or broken up, or to the Clerk of such Trustees or Commissioners; specifying the Part or respective Parts of the Highways, Footways, Turnpike Roads, Streets, or Places which are intended to be opened or broken up, to the Intent that such Surveyors, Trustees, or Commissioners, or such Persons as they respectively shall appoint or authorize, may inspect and superintend, order, and direct the opening or breaking up of such Highways, Footways, Turnpike Roads, Streets, or Places, and see that no unnecessary Damage or Injury be done thereto by the said Company, and may give such Directions as to the Time and Mode of reinstating the same as to them may appear reasonable: Provided also, that in no Case shall any Part of any such Highway, Footway, Turnpike Road, Street, or Place be wholly stopped up or rendered impassable for Carriages or Cattle, unless it be unavoidably necessary, in which Case the said Company shall, at their own Expence, provide another Road or Passage for Carriages, Cattle, and Passengers, as good and convenient as Circumstances will admit, until the Highway, Footway, Turnpike Road, Street, or Place aforesaid shall be restored and re-opened to the Public: Provided also, that in case there shall be any Dispute or Difference between the said Company and

any of such Surveyors, Trustees, or Commissioners, respecting the Manner in which any of the said Works last herein-before authorized to be made shall be or ought to be carried, or made or constructed, the same shall be settled and decided in a summary Way, at the Instance of either Party, by any Two of Her Majesty's Justices of the Peace for the said West Riding of the County of *York* or for the said Borough of *Leeds*, who are hereby authorized and required to hear and determine the same accordingly.

LXVII. And be it further enacted, That whenever the said Company shall have opened or disturbed the Soil, Pavement, or Surface of any Highway, Footway, Turnpike Road, Street, or Place within the Limits of this Act, they shall and are hereby required forthwith completely to reinstate such Soil, Pavement, or Surface, and make good all Damage done by them to any Sewer, Drain, or other Work under the Surface of the Ground or otherwise, and to remove the Rubbish occasioned by the opening of the Ground, and in the meantime to erect a Fence round such Opening in such Manner as to prevent Accidents to Passengers, Cattle, or Carriages; and if there shall be any wilful Delay in the said Company in reinstating such Pavement, Soil, or Surface, or in removing such Rubbish, or in erecting such Fence in manner herein-before directed, the said Company shall, for every Day during which such wilful Delay shall continue, forfeit and pay any Sum not exceeding Five Pounds, the same to be applied, when recovered, One Moiety to the Informer, and the Remainder to the Overseers or Guardians of the Poor of the Parish, Township, or Place in which the Offence shall be committed, to be by such Overseers or Guardians applied in aid of the Poor Rates of such Parish, Township, or Place.

Requiring Company to the reinstate Pavement, &c. after the Pipes have been laid down.

LXVIII. And be it further enacted, That the said Company shall and they are hereby required at the Time of laying down, in any Highway, Turnpike Road, Street, or other public Place within the Parish of *Leeds* aforesaid, being within the Limits of this Act, any Main Pipe for supplying such Highway, Turnpike Road, Street, or Place with Water, to fix and from Time to Time to repair or renew Fire Plugs in such Highway, Turnpike Road, Street, or Place, for the Supply of Water in extinguishing Fire; and as soon as any such Fire Plug shall have been finished the said Company shall immediately deposit a Key of such Fire Plug at each Place within the Limits of this Act where any public Engine shall be kept for extinguishing Fire, and affix a public Notification in some conspicuous Place by the Side of the said Highway, Road, Street, or Place, to denote the Situation and Distance of such Fire Plug.

Company to fix Fire Plugs.

LXIX. And be it further enacted, That it shall be lawful for any Person whomsoever at all Times to take, use, and employ the Water which shall be contained in or supplied by any of the Waterworks of the said Company in extinguishing any Fire which may happen to any Premises or Property within the Limits of this Act, without making any Satisfaction or Compensation for such Water: Provided always, that the said Company shall not be answerable or liable for any Damages to be occasioned by any such Fire by reason of any Deficiency in the Supply of Water from the Works of the said Company.

Water to be used in extinguishing Fires.

LXX. And

Penalty on
Persons foul-
ing the
Water.

LXX. And be it further enacted, That if any Person shall bathe in any Reservoir, Aqueduct, or other Waterworks belonging to the said Company, or wash therein any Dog or other Animal, or throw or entice or cause to go and be therein, any Dog or other Animal, or throw any Gravel, Stone, Rubbish, Filth, or other noisome or offensive Matter or Thing therein, or wash or cleanse therein any Cloth, Wool, Leather, or the Skin of any Sheep, Lamb, or other Animal, or any Wearing Apparel or other Thing, or shall cause or permit the Water of any Sink, Sewer, or Drain, or other filthy Water belonging to or which ought to be conveyed away by him, to run or be conveyed into any of the Waterworks belonging to the said Company, or into any of the Springs or Watercourses communicating therewith, or shall commit or cause to be committed any other Act whereby the Water in any of the said Waterworks shall be soiled, fouled, or corrupted, every Person so offending shall forfeit and pay any Sum not exceeding Fifty Pounds for every such Offence: Provided always, that the said Company shall at their own Expence make and provide all such Drains, Sewers, and Watercourses as may be requisite and necessary for carrying off any foul or offensive Water which may drain or run from any of the Lands near or adjoining to the Reservoirs and Watercourses intended to be made for the Conduct, Storage, or Service of the Water to be supplied by the said Company, and which, but for the Existence of such Reservoirs and Watercourses, would have drained and run as heretofore into any of the Streams or Watercourses intended to be taken for the Supply of the said Waterworks; and in case the said Company shall not provide such Drains, Sewers, and Watercourses for the Purposes aforesaid, the Parties or Persons allowing such foul or offensive Water to run into any of the said Streams and Watercourses shall be deemed and taken to be exempt from all such Penalties as are last herein-before imposed on Parties offending in this Matter, any thing herein-before contained to the contrary thereof in anywise notwithstanding: Provided always, that nothing herein contained shall prevent or hinder any of the Owners, Tenants, or Occupiers of the Lands through, under, or upon which any of the said Drifts, Tunnels, Aqueducts, Watercourses, Reservoirs, or other Works shall be driven, constructed, or made from draining, cultivating, and manuring their said Lands as they may think proper, and as if this Act had not been passed, doing no Injury to the Property or Works of the said Company.

Penalty on
Persons
opening the
Locks or
doing other
Damage to
the Water-
works.

LXXI. And be it further enacted, That if any Person shall wilfully or carelessly open, break, or injure any Lock, Cock, Gate, Paddle, Valve, Pipe, or Clough connected with any of the Waterworks belonging to the said Company, or shall flush or draw off the Water from any of the said Waterworks, or shall do any other wilful Act whereby the Water in any of the said Waterworks shall be mis-spent or wasted, or shall (without the Consent of the said Company first obtained) take or destroy any Fish out of or in any of the said Waterworks, or shall wilfully obstruct or prevent any Person in the Execution of this Act, every Person so offending in any of the Cases aforesaid shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Punishment
of Persons
stealing the

LXXII. And be it further enacted, That if any Person shall steal and carry away any Part of the Works constructed under the Authority of this

this Act, or any Part of the Materials of any such Works, every Person being lawfully convicted of any such Offence shall be subject and liable to the Pains and Penalties to which Persons are or shall be liable in Cases of Felony. Property of the Company.

LXXIII. And be it further enacted, That if, in carrying into execution any of the Powers by this Act granted, any Injury or Damage shall be done or committed to any of the Pipes, Branches, Apparatus, Materials, or Things already or hereafter to be laid down by the *Leeds* Gas Light and Coke Company, or by the *Leeds* New Gas Company, for the Purpose of supplying with Gas the said Town and Neighbourhood of *Leeds*, or of any Part thereof, either by removing or disturbing the Ground or the Soil whereon the same is or are placed, or by the Compression or subsequent settling or lowering of the same at any Time afterwards, the said Waterworks Company shall, at their own Expence, Costs, and Charges, within Twelve Hours next after Notice in Writing given to them by the said respective Gas Companies or their Clerk, cause such Pipes, Branches, Apparatus, Materials, and Things to be well and effectually repaired and amended; and in default or neglect thereof it shall be lawful for the said respective Gas Companies, and they are hereby authorized and empowered, to cause such Pipes, Branches, Apparatus, Materials, and Things so injured or damaged as aforesaid to be effectually repaired, amended, and made good, and the reasonable Costs, Charges, Damages, and Expences attending the same shall be paid and defrayed by the said Waterworks Company or their Treasurer, the same having been ascertained and settled, in case of Dispute concerning the same, by some Justice of the Peace acting for the said Borough of *Leeds* or the West Riding of the County of *York*, having Jurisdiction in and over the Subject Matter thereof, and not being a Proprietor of any Share in either of the said Companies, which Determination shall be final and conclusive; and such Damage and Expences, together with such Costs and Charges as shall be by such Justice allowed, shall be levied and recovered by Warrant of Distress under his Hand and Seal. For preventing Injury to Gas Pipes.

LXXIV. And be it further enacted, That all Pipes which shall hereafter be laid or used for the Conveyance of Gas within the Limits of this Act shall be laid at the greatest practicable Distance (and, whenever the Width of the Carriageway will allow thereof, such Pipes shall be laid at the Distance of Four Feet) from the nearest Part of any Pipe laid down for the Conveyance of Water within the said Limits, except in any Case in which it may be unavoidably necessary to lay any Gas Pipe across any such Water Pipe, in which Case the said Gas Pipe shall be laid over or under such Water Pipe (as the Case may require) at the greatest practicable Distance therefrom, and shall therewith form a Right Angle, or as nearly such as may be practicable; and in such Case the Gas Pipe so crossing the Water Pipe shall be at least Nine Feet in Length, and be so placed that no Joint of any such Gas Pipe shall be nearer to any Part of such Water Pipe than Four Feet; and in laying down the said Gas Pipes the Person to whom they shall belong shall in no Case join Two or more Gas Pipes together previously to their being laid in the Trench, but shall lay each Pipe as near as may be in its Place in the Trench, and shall in such Trench properly form the Jointing of such Pipe with the other Pipes connected therewith with proper and sufficient Materials, and shall also make and keep all such Pipes, and all Pipes connected or communicating therewith, Gas Pipes to be laid Four Feet from Water Pipes, and in a particular Manner.

[Local.]

and all the Screws, Joints, or Openings therein, respectively Air-tight, so as to prevent the Gas from escaping therefrom, on pain of forfeiting and paying, on Neglect or Refusal to make such Gas Pipes Air-tight within Twenty-four Hours after Notice thereof in Writing shall have been given to the Company or Person to whom such Gas Pipes shall belong, the Sum of Five Pounds for every such Offence.

Gas Pipes to be embedded in Clay.

LXXV. And be it further enacted, That in all Cases where any such Gas Pipe shall be laid within the Distance of Four Feet from any such Water Pipe, or shall be laid across, either over or under, any Water Pipe, every such Gas Pipe shall (on the Request and at the Cost of the said Company hereby incorporated) be well and sufficiently imbedded in Clay, to the Satisfaction of the Engineer of the same Company.

Penalty on permitting the Escape of Gas.

LXXVI. And be it further enacted, That whenever any Gas shall be found to escape from any of the Pipes which are or shall be laid down or set up by any Corporation or Person making or supplying Gas within the Limits of this Act, such Corporation or Person shall, at their or his own Expence, immediately after receiving Notice by Parol or in Writing of any such Escape of Gas from any Person whomsoever, cause the most speedy and effectual Measures to be taken to prevent such Gas from further escaping; and in case such Corporation or Person shall not, within Twenty-four Hours next after such Notice as aforesaid being given, effectually prevent the Gas from further escaping, and wholly and satisfactorily remove the Cause of Complaint, such Corporation or Person shall for every such Offence forfeit and pay the Sum of Five Pounds for each Day after the Expiration of Twenty-four Hours from the Time of giving any such Notice during which the Gas shall be suffered to escape as aforesaid, which said Penalty shall be recoverable in a summary Way on the Oath of some credible Witness before some Justice of the Peace for the Riding, Borough, or Place in which the Pipe wherefrom the Gas shall so escape shall be, and shall and may be recovered, with all reasonable Charges, by Distress and Sale of the Goods and Chattels of such Corporation or Person, by the Warrant of any such Justice of the Peace as aforesaid, to be granted in like Manner and subject to the like Provisions as herein directed touching other Penalties.

Penalty on Washings straining into Rivers, Streams, &c.

LXXVII. Provided always, and be it further enacted, That if any Corporation or Person making or supplying any Gas within the Limits of this Act shall at any Time empty or shall permit to flow any Washing or other waste Liquid, or any noisome or offensive Liquid, Substance, or Thing whatsoever which shall be produced in making or procuring Gas, into any River, Brook, or running Stream, Canal, Reservoir, or Aqueduct, Waterway, Feeder, Pond, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or shall do any other Act whereby the Water contained in any such River, Brook, or running Stream, Canal, Reservoir, Aqueduct, Waterway, Feeder, Pond, or Springhead, Well, Drain, Sewer, or Ditch shall be fouled or corrupted, the Corporation or Person so offending shall forfeit and pay for every such Offence the Sum of Two hundred Pounds; and such Penalty shall and may be sued for and recovered, together with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Plaint, Suit, or Information, wherein no Essoign,
Pro-

Protection, Privilege, or Wager of Law, nor more than One Impar lance, shall be allowed; and the whole of such Penalty shall be paid to the Party who shall inform or sue for the same: Provided always, that no such Penalty shall be recoverable unless the same shall be sued for within Twelve Calendar Months from the Time that such Offence shall have ceased and determined: Provided also, that in addition to the said Penalty of Two hundred Pounds, and whether such Penalty shall or shall not have been recovered, in case any of the said Washings or other waste Liquids, or noisome or offensive Liquids, Substances, or Things, shall be drained or emptied or suffered to flow in manner aforesaid into any River, Brook, or running Stream, or any Reservoir, Canal, Aqueduct, Waterway, Feeder, Pond, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or any such other Act shall be done as aforesaid, and Notice in Writing shall have been given by any Person whomsoever to the Corporation or Person to whom such Gasworks belong, and such Person shall not, within Twenty-four Hours after such Notice given, prevent such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things from being drained or emptied or from flowing, and every such other Act from being continued as aforesaid, such Corporation or Person shall forfeit and pay the Sum of Twenty Pounds for each Day during which such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things shall be so drained or emptied or suffered to flow, or such other Act shall be done as aforesaid; and the Amount of such last-mentioned Penalty shall and may be recovered and levied in the same Manner as any other Penalty may by this Act be recovered and levied, and shall be paid to the Informer, or the Party who, in the Judgment of the Justice before whom the Conviction shall take place, shall have sustained any Annoyance, Injury, or Damage by any of the Causes herein-before mentioned.

LXXVIII. And be it further enacted, That whenever the Water of the said Company shall be contaminated or affected by the Gas of any Corporation or Person making or supplying Gas within the Limits of this Act, such Corporation or Person shall forfeit and pay to the said Company for every such Offence the Sum of Twenty Pounds, to be sued for and recovered as any Penalty is hereby directed to be sued for and recovered; and in case any such Water shall be so contaminated or affected by Gas as aforesaid, then and in every such Case the Corporation or Person making or supplying such Gas shall, within Twenty-four Hours next after Notice thereof in Writing, signed by or on behalf of the said Company, to be left at the Office or Place of transacting Business of the Corporation, or at the usual known Place of Abode of the Person making or supplying such Gas, cause the most effectual Measures to be taken to prevent the Gas from escaping from the said Works or contaminating or affecting any such Water; and in case the Corporation or Person so making or supplying such Gas shall not, within Twenty-four Hours next after such Notice so left as aforesaid, effectually prevent the Gas from so escaping, and wholly and satisfactorily remove the Cause of every such Complaint, and prevent such Contamination whereof Notice shall be given as aforesaid, then and in every such Case the Corporation or Person making or supplying such Gas shall, on every Complaint whereof Notice shall have been given as aforesaid, forfeit and pay to the said Company, over and above the before-mentioned Penalty of Twenty Pounds,

For preventing the Contamination of the Water by Gas.

Pounds, a further Sum of Ten Pounds for every Day during which the said Water shall be and remain contaminated or affected by any such Gas; and in default of Payment thereof such Penalty shall and may be recovered by Information to be exhibited on the Oath of some credible Witness by and in the Name of the Clerk of the said Company before some Justice of the Peace, with Costs, to be assessed by such Justice, and be levied by Distress and Sale of the Goods and Chattels of the Corporation or Person aforesaid, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal of such Justice, which Warrant such Justice is hereby empowered to grant.

For ascertaining if the Water be contaminated.

LXXIX. And whereas it may become a Question on such Complaint as aforesaid, whether the said Water be contaminated by the Gas of any Corporation or Person making or supplying Gas within the Limits of this Act; be it therefore enacted, That it shall be lawful for the said Company, after giving Twenty-four Hours Notice in Writing to such Corporation or Person, to remove the Surface of the Ground, and to examine the Pipes and other Works of the Corporation or Person making or supplying such Gas, for the Purpose of ascertaining whether the Water has been contaminated by any Escape of Gas of such Corporation or Person; and if it shall appear that such Water has been so contaminated, all Expences attending such Examination, and also attending the Repair of the Surface of the Highway, Turnpike Road, Street, or Place which shall have been so removed, shall be borne and paid by such Corporation or Person as aforesaid; and such Expences shall be ascertained and determined (if necessary) by the Justice before whom the Complaint shall be made, and be recovered in the same Manner as any Penalty may be recovered under this Act: Provided always, that if upon such Examination it shall appear that the Water hath not been so contaminated as herein-before mentioned, the said Company shall bear and pay the Expences of such Examination and Repair, and also shall make good to the Corporation or Person making or supplying such Gas as aforesaid any Loss or Damage which may have been occasioned to the Pipes or other Works of such Corporation or Person in and by such Examination as aforesaid; and the Amount of such Loss or Damage shall be ascertained and determined (if necessary) by such Justice of the Peace as aforesaid, and be recovered in the same Manner as any other Penalty may be recovered under this Act.

Nuisances arising from Gas may be indicted.

LXXX. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prevent any Person from proceeding by Indictment or otherwise against any Corporation or Person making or supplying Gas within the Limits of this Act, in respect of any of their Gasworks, or of the Means which shall be employed by them in making the said Gas, or in furnishing such Gas, as a public or private Nuisance, or from bringing an Action against such Corporation or Person, or against any of their or his Servants or Workmen, for any Injury sustained by reason of any such Works, or of the Method of supplying such Gas, whether such Injury shall proceed from the Preparation or the Use of such Gas, or the Method of lighting therewith, or the Carelessness or Want of Skill of any of the Persons employed therein, or from any other Cause whatsoever.

LXXXI. And be it further enacted, That the several Owners and Occupiers of Buildings, and Inhabitants, within the Limits of this Act, who may be desirous of having Water from the Waterworks of the said Company conveyed into their Premises, may and they are hereby empowered at their own Expence (having given Fourteen Days previous Notice in Writing of their Intention so to do to the said Company, and having obtained the Consent of the Owner of Premises through which it shall be proposed to lay any Pipe for the Conveyance of such Water) to open the Ground between the said Company's Aqueducts or Main Pipes and the Premises of such Owners of Buildings or Inhabitants, and to lay down Leaden or other Service Pipes (the Bore whereof may be of the Dimensions of Three Fourths of an Inch in Diameter without the Consent, and of a greater Diameter with the Consent of the said Company,) from such Premises to communicate with the Service Mains or Pipes of the said Company, such respective Owners or Occupiers of Buildings, or Inhabitants, paying to the said Company the several Rents herein-after mentioned, and so as such Pipes be of such Proof as to Strength, and laid and constructed in such Manner, as may be deemed satisfactory by the Engineer or Officer for that Purpose appointed by the said Company: Provided always, that any Person who shall have laid down any Pipe as aforesaid shall be at liberty to remove and take away the same, and the Cock and other Apparatus belonging thereto, having first given Fourteen Days Notice in Writing to the said Company of his Intention to remove the same, and of the Time of such proposed Removal, and doing no Injury or Damage to the Works and Pipes of the said Company.

Inhabitants may lay Pipes to those of the Company, after giving Notice.

LXXXII. And be it further enacted, That every Person supplied with Water under the Provisions of this Act shall, on being thereto required by the said Company, provide a proper Cistern to receive and retain the Water with which he shall be so supplied, and such Person shall also provide a Ball and Stop Cock affixed to the Pipe conducting the Water from the Works of the said Company to such Cistern, and shall keep the same in good Repair so as effectually to prevent the Water conveyed into such Cistern from running to waste; and in case such Person shall make default in any of the Matters aforesaid it shall be lawful for the said Company, or for any Person acting under their Authority, to cut off the Pipe or to turn off the Water from the Premises of such Person, until such Cistern and Ball and Stop Cock shall be provided and fixed in manner herein-before directed.

Cisterns and Ball Cocks to be provided by Persons supplied with Water by the Company.

LXXXIII. And be it further enacted, That the said Company of Proprietors shall be obliged in the Manner before directed to furnish such a sufficient Supply of Water, so far as their Means will allow, to every Inhabitant requiring the same occupying a private Dwelling House or Part of a Dwelling House in any Square, Street, Close, or Lane of the said Town of *Leeds*, and other Places where the Pipes of the said Company of Proprietors hereafter shall be laid, for the Use of his or her own Family, at the following Rates *per Annum*; (that is to say,) where the Rent of such Dwelling House or Part of a Dwelling House shall not exceed Twenty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds Ten Shillings; and where such Rent shall be above Twenty Pounds and not exceeding Forty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds; and where such

Limiting the Rents to be paid for Water.

[Local.]

33 X

Rent

Rent shall be above Forty Pounds and not exceeding Sixty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds Ten Shillings; and where such Rent shall be above Sixty Pounds and not exceeding Eighty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds; and where such Rent shall be above Eighty Pounds and not exceeding One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds Ten Shillings; and where such Rent shall be above One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds; and such Rate shall be payable according to the actual Amount of the Rent, if the same can be ascertained, and if not, then upon and according to the actual annual Value of the Premises: Provided nevertheless, that the said Company of Proprietors shall not be entitled to receive from any such Inhabitants more than the Sum of Ten Pounds in any One Year for such Supply to and for the Purposes of any private Dwelling House, nor shall such Company be obliged to furnish such Supply to any Inhabitant for less than Twelve Shillings in any One Year, unless they shall think fit so to do; and in case of Schools, Manufacturers, Dyers, Printers, Bleachers, Brewers, Innkeepers, Livery Stable Keepers, Alehouse Keepers, Vintners, or other Persons requiring a Supply of Water for other Purposes than those of his or their own Families' Consumption, or Persons requiring a Supply of Water for Baths, Ponds, Pools, or Closets, or for washing Carriages, or for Cows or Horses, or for the Purposes of any Trade or Business whatsoever, such Supply shall be furnished by the said Company in such Cases at such Rate as shall be settled by and between the Directors of the said Company and such Persons respectively: Provided always, that every poor Person occupying any Dwelling House the annual Rent or Value whereof shall not exceed Four Pounds shall be furnished and supplied with Water from the said Works, to be used and consumed in and for the domestic Purposes of such Dwelling House either wholly without Charge for the same, or at a Rate not exceeding Five *per Centum per Annum* upon such annual Rent or Value, nevertheless under and subject to such Restrictions and Regulations and in such Manner as the said Directors shall in that Behalf from Time to Time order and determine.

Penalty on Company not supplying Water to the Inhabitants of Dwelling Houses.

LXXXIV. And be it further enacted, That in case the said Company shall refuse or neglect to supply with Water any Person occupying any private Dwelling House within any Part of the Limits of this Act in which any Pipe of the said Company shall be laid, at the Rent or Price and according to the Directions herein-before mentioned, for the Space of Fourteen Days after Demand in Writing made by the Owner or Occupier of such Dwelling House to the Clerk or Engineer of the said Company, and Tender of the Amount of One Year's Rent for such Supply, the said Company shall forfeit and pay to such Owner or Occupier, as the Case may be, Treble the Amount of the Rents so tendered, (in case the said Company at the Time of such Demand can grant such Supply of Water without lessening the Supply to the other Tenants of the said Company, but not otherwise,) and also a further Sum not exceeding Twenty Shillings for each Day during which they shall refuse or neglect to supply such Water; which respective Penalties, together with reasonable Costs, shall and may be levied and recovered by Warrant under the Hands and Seals of some Two of Her Majesty's Justices of the Peace acting

acting for the County or Place in which such Pipe of the said Company shall be, not interested in the Matter, by Distress and Sale of the Goods and Chattels of the said Company or of their Treasurer: Provided always, that no Arrears of Rent shall be due from the Party making such Application.

LXXXV. And be it further enacted, That in case Default shall be made by any Person in Payment of any Water Rent due to the said Company under the Authority of this Act, it shall be lawful for the said Company to separate the Pipe supplying with Water the Person so making Default and communicating with the Waterworks of the said Company, and to stop the Water from flowing into the Premises of such Person; and any Rent so due from such Person, if less than the Sum of Twenty Pounds, shall and may be recovered by the said Company, together with the Costs and Expences of removing the Pipe and of cutting off the Water, and of making the Distress, by Distress and Sale of the Goods and Chattels of the Person liable thereto, wherever such Goods and Chattels may be found, in the same Manner in other respects as Rents in arrear upon common Demises may by Law be recovered and raised; but if the Rent so due shall amount to Twenty Pounds or upwards, the same, together with Costs of Suit, may be recovered in any of Her Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, wherein no Essoign, Protection, or Wager of Law, or more than One Imparlance shall be allowed.

Recovery of
Water Rents
in arrear.

LXXXVI. Provided always, and be it further enacted, That where several Premises in the Occupation of several Persons shall be supplied by One common Pipe, the several Owners and Occupiers of such Premises shall be liable to the Payment of Rent for the Supply of Water at and after the same Rate as they would have been liable to if each of such several Premises had been separately supplied with Water from the Works of the said Company by a distinct Pipe; and such several Rents, in case of Nonpayment, shall and may be recovered in like Manner as other Rents may be recovered under the Authority of this Act: Provided also, that it shall be lawful for the said Company, if they shall think fit so to do, but not otherwise, to place Cisterns and Cocks at convenient Distances in the public Streets or Places of the said Town and Neighbourhood of *Leeds* for the Supply of Water to the Public resorting thereto, under and subject to such reasonable Charges, Terms, and Regulations as the said Company or the Directors thereof shall make and require; and also that it shall be lawful for the said Company to contract and agree with the *Leeds* Improvement Commissioners, or any other Person or public Body, for the cleansing and watering of the public and other Streets, Lanes, Roads, and Sewers in the said Town and Neighbourhood, on such Terms as to them shall seem meet.

If several
Houses, &c.
are supplied
by One com-
mon Branch,
each Occu-
pier liable to
Rent.

LXXXVII. And be it further enacted, That if any Person supplied with Water by the said Company under the Provisions of this Act shall furnish any Portion of such Water to any Person who shall not have agreed with the said Company for a Supply of Water, or shall wilfully permit such last-mentioned Person to take any Portion of such Water; or if any Person not having so agreed with the said Company shall take or use any Water from any of the Waterworks constructed under the

Penalty on
Persons sup-
plying Water
to others
who are not
Tenants of
the Company.

Autho-

Authority of this Act, or from any Cistern, Pipe, Ball, or Cock belonging to any Person renting Water from the said Company, or otherwise, without the Consent of the said Company; or if any Person shall wilfully or negligently permit his Cistern, or any Pipe, Ball, or Cock, or other Apparatus belonging to him, and communicating or connected with the Works of the said Company, to be out of Repair, so that any of the Water supplied shall run to waste; then and in every such Case every Person so offending shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Persons permitted to supply Water in certain Cases.

LXXXVIII. Provided always, and be it further enacted, That nothing herein contained shall subject any Person supplied with Water by virtue of this Act to any Penalty or Forfeiture for supplying any other Person whomsoever with any Quantity of such Water to extinguish any Fire, or during the Time that the Cistern, Pipe, Ball, or Cock, or other Apparatus belonging to any Person supplied by virtue of this Act, shall be under Repair or Alteration, provided that such Repair or Alteration be made with as little Delay as practicable.

For enabling the Company to enter Premises to see that there is no Waste of Water.

LXXXIX. And be it further enacted, That it shall be lawful for the Engineer of the said Company, or for any other Person acting under the Authority of the said Company, on any Day between the Hours of Eight in the Morning and Nine in the Evening, to enter into any Premises supplied with Water under the Authority of this Act, and to examine if there be any Waste or undue Diversion or Appropriation of Water supplied by the said Company; and if such Engineer, or other Person as aforesaid, shall be refused Admittance or cannot obtain Admittance into such Premises for the Purposes aforesaid, it shall be lawful for the said Company to cut off from such Premises the Water so supplied by them.

First and other General Meetings.

XC. And be it further enacted, That the First General Meeting of the said Company shall be held at the Court House in *Leeds* aforesaid, or at some other convenient Place in the said Town of *Leeds*, within Two Calendar Months next after the passing of this Act, between the Hours of Ten in the Forenoon and Two in the Afternoon; and from and after such First General Meeting of the said Company there shall be a Yearly General Meeting of the said Company in the Month of *May* in each and every Year, and also such and so many Special General Meetings of the said Company as shall be called by the Directors or by the Proprietors of the said Company as herein-after provided; of which said General Meetings and Special General Meetings at the least Seven Days previous Notice shall be given in the Manner herein-after directed; and every such Notice of a Special General Meeting shall specify the Purpose for which the same is called; and such First General Meeting and all subsequent General Meetings and Special General Meetings may be adjourned from Time to Time and from Place to Place as shall be found expedient.

Meetings of Proprietors may be specially convened.

XCI. And be it further enacted, That Seven or more Proprietors of the said Company holding in the aggregate Thirty Shares or upwards in the said Undertaking, upon which Shares all Calls actually previously made shall

shall have been paid and satisfied, may at any Time, by Writing under their Hands left at the Office of the said Company, or at the Office of the Clerk to the said Company, or given to any Member of the said Board of Directors, require the Directors to call a Special General Meeting of the Proprietors of the said Company, so as such Requisitions fully express the Objects for which such Special General Meeting is required to be called; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Seven Days after such Notice given as aforesaid, the same may be called by such Proprietors by giving Seven Days Notice thereof in manner herein-after directed; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of them as shall be present at such Meeting shall proceed to the Execution of the Powers by this Act given to the said Company (with respect to the Matters specified in such Notice, and to those only); and all Acts of the major Part in Number of Votes of the Proprietors of the said Company present at any such Special General Meeting, personally, or by Proxy duly constituted as in this Act required, shall be as valid (with respect to the Matters specified in such Notice, and those only,) as if the same had been done at a General Meeting held at the Time and in the Manner herein-before appointed for holding the same.

XCII. And be it further enacted, That no Business shall be transacted at any Special General Meeting of the said Company other than the Business for which it shall have been called; and no Business shall be transacted at any adjourned General or Special General Meeting other than the Business left unfinished at the Meeting from which such Adjournment took place.

Business at Special and Adjourned General Meetings.

XCIII. Provided always, and be it further enacted, That all Notices in this Act directed to be given of any General or Special General Meeting of the Proprietors of the said Company or of any other Matter, to any of the Proprietors of the said Company, and all other Notices which may be required to be given by or on behalf of the said Company, and which are not herein otherwise provided for, shall be signed by the Clerk or Treasurer of the said Company, or in case of their Absence or Inability from Illness or any other Cause, then by the Chairman or Deputy Chairman of the Directors of the said Company, and shall be given by Advertisement inserted in some Newspaper published in the said Town of Leeds and usually circulated within the Limits of this Act; and such Notices when so published and given shall be deemed and considered the same as if personally given.

Notice of General or Special Meetings how to be given.

XCIV. And be it further enacted, That at all General and Special General Meetings to be convened by virtue of this Act all Corporations and Persons who shall have duly subscribed for or become entitled to any Share in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall have One or more Vote or Votes in respect of the Share or Shares possessed by them respectively, according to the Numbers and Proportions following; (that is to say,) for any Number of Shares not exceeding Ten, One Vote for every Share; for any Number of Shares exceeding Ten and not exceeding Fifteen, Eleven Votes; for any Number of Shares exceeding Fifteen and not exceeding Twenty, Twelve Votes; and for any Number of Shares exceeding Twenty

Directing how Subscribers shall vote.

an additional Vote in respect of every entire Number of Ten Shares, but so nevertheless that no Person shall be entitled in any event to more than Twenty Votes in the whole, notwithstanding the Number of his Shares shall on the foregoing Scale apparently entitle him to more; and such Votes may be given by such respective Parties, or in their Absence by their respective Proxies constituted under the Seal of any Corporation, or under the Hands of any other Proprietors appointing such Proxies (all such Proxies being Proprietors of Shares in the said Undertaking), and every such Vote by Proxy shall be as good and sufficient, to all Intents and Purposes, as if the Principal had voted in Person; and every Question, Matter, or Thing which shall be proposed at any General or Special General Meeting of the said Company shall be determined by the Majority of Votes of the Proprietors of the said Company then present (personally or by Proxy); and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and also as a Proxy, but in case of an Equality of Votes shall and may also have the deciding or casting Vote; and the Determination of every such Meeting upon any Question, Matter, or Thing shall be and be deemed and taken to be the Decision of the said Company, notwithstanding any Irregularity which may have occurred in the giving or taking of any Votes at such Meeting; and the Appointment of every such Proxy may be made according to the Form following, or as near thereto as the Quality, Nature, and Number of the Appointer or Appointers of the Proxy thereby constituted and other Circumstances will admit;

‘ *A. B.* of one of the Proprietors of “The *Leeds* Waterworks Com-
‘ pany,” doth hereby appoint *C. D.* of to be the Proxy of the said
‘ *A. B.* to vote or give his Assent to or Dissent from any Business, Matter,
‘ or Thing relating to the said Undertaking which shall be proposed at
‘ any General or Special General Meeting of the said Company, in such
‘ Manner as he the said *C. D.* shall think proper. In witness whereof the
‘ said *A. B.* hath hereunto set his Hand [*or Common Seal*] the
‘ Day of One thousand eight hundred and .’

The Person whose Name stands first as a joint Proprietor with others to be deemed the Owner and to vote.

XCV. And be it further enacted, That whenever several Persons shall be jointly possessed of or entitled to any Share in the said Undertaking, the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share shall for the Purposes of this Act be deemed the Proprietor of such Share, and all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said Company as Proprietor of such Share, and whose Vote either in Person or by Proxy shall on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietor or Proprietors of the said Share; and all Notices by this Act directed to be given to Proprietors of Shares in the said Undertaking shall or may, for or in respect of any such Share so jointly held, be given to the Person whose Name shall so stand first in the Books of the said Company, or be left with some Inmate of the last or usual Place of Abode of such Person, or be inserted in the *London Gazette* as herein mentioned (as the Case may require); and such Notice to such Person shall be deemed sufficient Notice to all the Proprietors of such Share so jointly held for all the Purposes for which such Notice is intended to be given.

XCVI. And

XCVI. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be a Lunatic or Idiot or a Minor, such Lunatic or Idiot shall or may vote at such Meeting by his Committee or by any of his Committees, and such respective Committees or any of them may vote in respect of the Interests of such Lunatic or Idiot, either in Person or by Proxy; and such Minor shall or may vote by his Guardian or by any of his Guardians, and such respective Guardians or any of them may vote in respect of the Interests of such Minor either in Person or by Proxy: Provided always, that every such Committee or Guardian may also vote in right of his own Shares as well as in the Character of Committee of any Lunatic or of Guardian of any Minor on the same Occasion.

Lunatics and Minors to vote by Committees or Guardians.

XCVII. And be it further enacted, That no Proprietor of any Share on which any Call shall have been made shall, after the Day appointed for the Payment of the same, be allowed to vote either personally or by Proxy at any Meeting of the Proprietors of the said Company, until the Money called for in respect of such Share shall have been fully paid.

Proprietors in arrear not to vote.

XCVIII. And be it further enacted, That the said Company shall at some of their General Meetings elect a Treasurer and Clerk for transacting the Business of the said Company; and it shall be lawful for the said Company, at any subsequent General or Special General Meeting, from Time to Time to remove and displace such Treasurer and Clerk, or either of them, or any Person who shall be hereafter elected to their respective Offices, and to elect in manner aforesaid any other Person to act as Treasurer or Clerk of the said Company, in the Place of such of the said Officers as shall die or resign, or be removed from their respective Offices; and it shall be lawful for the said Company to allow such Salaries or other Emoluments to the said Officers or either of them as at any such General or Special General Meeting shall from Time to Time be fixed upon and determined: Provided always, that the said Company shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, or Officer of the said Company who shall have the Custody or Control of any Money received by virtue of this Act, for the faithful Execution of the Office, before he shall enter thereupon.

Treasurer and Clerk to be elected.

Security to be taken from Treasurer.

XCIX. Provided also, and be it further enacted, That it shall not be lawful for the said Company to appoint any Person who may be appointed their Clerk in the Execution of this Act, or the Partner of such Clerk, or any Person in the Service or Employ of such Clerk or of his Partner, to be the Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of such Treasurer, or any Person in the Service or Employ of such Treasurer or of his Partner, to be Clerk for the Purposes of this Act; and if any Person shall accept both the Offices of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of such Clerk, or in the Service or Employ of such Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as Deputy of such Treasurer, or in any Manner officiate for the Treasurer, or being the Treasurer, or the Partner of such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, shall accept the

Clerk not to be Treasurer, and vice versa.

the Office of Clerk in the Execution of this Act, or shall act as Deputy of such Clerk, or in any Manner officiate for such Clerk, or if any such Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

Directors to
be elected.

C. And whereas it has been agreed that for securing Publicity to the Proceedings of the said Company, and a due Attention therein to the Interests of the Inhabitants of the said Town and Neighbourhood of *Leeds*, the Directors of the Concerns of the said Company shall (so long as the Property thereof shall remain in the Hands of the said Company) consist of an equal Number of Persons to be chosen by the Proprietors in the said Undertaking and of Members for the Time being of the Council of the Borough of *Leeds* aforesaid, to be nominated by and out of the said Council in their Corporate Capacity, and whether Proprietors of any Shares in the said Undertaking or not; be it therefore further enacted, That at the First General Meeting of the said Company, or at any Adjournment of the same, the Proprietors then present (either personally or by Proxy) shall elect any Number of Persons not exceeding Nine, each of whom shall be a Proprietor and Possessor in his own Right of Six or more Shares in the said Undertaking, to be, jointly with the Members of the Council of the said Borough of *Leeds* nominated as herein-after mentioned, Directors of the said Company in lieu of those herein-after named, until the General Meeting of the said Company to be holden in the Month of *May* then next ensuing; and at every succeeding General Meeting of the said Company in the Month of *May* in each Year, or at some Adjournment thereof, the Proprietors then present shall in like Manner elect out of the said Company a similar Number of Persons qualified as aforesaid, who shall (jointly with the Members of the said Council nominated as herein-after mentioned) be new Directors of the said Company, and shall continue in their Offices until the General Meeting of the said Company in the Month of *May* in the Year then next ensuing, or until others or another shall be duly elected in their Places; and on every General Annual Meeting to be holden as aforesaid the said Directors shall be re-eligible.

Council of
the Borough
may appoint
Nine Direc-
tors.

CI. And be it further enacted, That it shall be lawful for the Council of the Borough of *Leeds* aforesaid for the Time being, at some Meeting of the said Council duly convened, and so from Time to Time at any future Meeting of the said Council duly convened in the Month of *May* in every Year, to nominate and appoint from and out of such Council, whether Shareholders in the said Company or not, any Number of Persons not exceeding Nine to be the Representatives of the said Council in the Direction, Management, and Conduct of the Affairs of the said Company; and such Persons so to be from Time to Time nominated and appointed by the said Council shall continue in Office as Directors of the said Undertaking until the Month of *May* then next ensuing, or until others shall be duly nominated and appointed in their Place, and shall during such Period be entitled in all respects to act and assist and to vote on all Questions in the said Direction the same as if they were respectively Proprietors of Shares in the said Undertaking and chosen by the Pro-

prietors to be Directors; and all such Persons so as aforesaid nominated and appointed by the said Council shall, in case and so long as they shall remain Members of such Council, be re-eligible from Time to Time and may be re-elected Directors.

CII. And be it further enacted, That if at any such General or Special General Meeting there shall not be present within Two Hours of the Time appointed for such Meeting Ten Proprietors entitled together to at least Fifty Shares in the said Undertaking (personally or by Proxy), no Choice of Directors, nor any Removal of any Person being a Director, shall be made, but in such Case there shall be another Meeting of the said Company at the same Place at the Expiration of Seven Days from that Time, and if at such Second Meeting the requisite Number of Proprietors possessing the requisite Number of Shares shall not then attend either personally or by Proxy, such Meeting shall stand adjourned to the Seventh Day from that Time, and so from Time to Time as often as the same shall happen, until at any such General Meeting there shall be a sufficient Number of Proprietors present, and such Choice or Removal of any Director so before appointed shall then take place, and not before; and such Directors so before appointed shall continue to act and have the same Powers as they had and were possessed of until new Directors shall be appointed as aforesaid.

General Meetings for choosing Directors to consist of not less than Ten Proprietors holding together at least Fifty Shares.

CIII. And be it further enacted, That when and so often as any Director to be elected by virtue of this Act, if chosen by the said Proprietors of the said Company, shall die, or cease to be a Proprietor of Six Shares in the said Undertaking, or shall refuse or decline to act as such Director, or, if nominated by the said Council, shall die, or cease to be a Member of such Council, or shall refuse or decline to act as aforesaid, it shall be lawful for the said Directors or for the remaining Members thereof to elect some other Proprietor who shall be possessed of Six or more Shares in the said Undertaking, or some other Member of the said Council (as the Case may be), to be a Director in the Place of the Member thereof creating such Vacancy; and every such Proprietor or Person so elected to fill any such Vacancy shall continue in his Office as a Member of the said Board of Directors so long as the Person in whose Place or Stead he was elected would have been entitled to continue had he lived, or been a Proprietor of Six Shares in the said Undertaking, or continued a Member of the said Council (as the Case may be), and no longer.

Forsupplying Vacancies in Direction.

CIV. And be it further enacted, That no Person holding any Office or Place of Trust or Profit under the said Company, or being concerned or interested in any Contract with the said Company, shall be capable of being chosen a Director of the said Company, nor shall any Director be capable of accepting any other Office or Place of Trust or Profit under the said Company, or of being concerned or interested in any Contract with the said Company, during the Time he shall be a Director; and if any Director shall at any Time subsequently to his Election or Appointment accept or continue to hold any other Office or Place of Trust or Profit under the said Company, or shall (either directly or indirectly) be concerned in any Contract with the said Company, or shall participate in any Manner in any Work to be done for the said Company, the Office of such Director shall thereupon become and be deemed vacant, and the

No Director to contract for supplying the Company with Articles or Goods.

[Local.]

33 Z

Person

Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same within Twelve Calendar Months next after such Offence shall have been committed, to be recovered, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Plaint, or Information: Provided always, that nothing herein contained shall extend or be construed to extend to any Person who shall be a Member of any public Company with which the said Company by this Act established may enter into any Contract or Agreement in respect of his Interest as a Member or Proprietor of any such public Company.

Directors not personally answerable for Acts legally done as such.

CV. And be it further enacted, That none of the Directors of the said Company hereby appointed or hereafter to be appointed under the Authority of this Act shall, by reason or means or on account of his being Party to, or making, signing, or executing in his Capacity of a Director of the said Company, pursuant to this Act, any Contract, Agreement, or other Instrument for or on behalf of the said Company, or otherwise lawfully executing any of the Powers and Authorities given to the said Directors by this Act, be subject or liable to be sued, prosecuted, or impleaded, either collectively or individually, by any Person whomsoever, in any Court of Law or Equity or elsewhere; and that the Bodies, Goods, Chattels, Lands, or Tenements of the Directors, or any of them, shall not by reason, on account, or in consequence of any such Contract or other Instrument so entered into or made, signed or executed by them or any of them as such Directors as aforesaid, or any other lawful Act which shall be done by them or any of them in the Execution of any of the Powers and Authorities given to them or any of them by this Act, be liable to be arrested, seized, detained, or taken in execution; but that in every such Case any Person making any Claim or Demand upon the said Company, or upon any Director thereof, under or by virtue of any such Contract or Instrument or other lawful Act, may sue and implead the said Company in like Manner as if such Contract, Instrument, or other Act had been entered into and executed and done under the Common Seal of the said Company.

For the Indemnity of the Directors.

CVI. And be it further enacted, That the Directors of the said Company, their respective Heirs, Executors, and Administrators, shall be indemnified and saved harmless from and against all Payments made or Liability incurred, and all Acts, Deeds, Matters, and Things executed, done, or ordered, and all Sums of Money, Losses, Costs, Charges, and Damages which they or any of them shall incur in the Execution of the Powers and Authorities hereby granted to them, and they shall be so indemnified out of the Assets for the Time being of the said Company, and, if necessary, by Calls for that Purpose of the Capital which may remain unpaid; and the Directors for the Time being of the said Company shall apply the then existing Funds, Assets, and Capital of the said Company for the Purposes of such Indemnity and Reimbursement.

Powers of Directors, and Regulations as to their Proceedings.

CVII. And be it further enacted, That the Directors for the Time being of the said Company shall superintend all the Affairs thereof, and shall have the Custody of the Common Seal of the said Company, with Power to use the same on their Behalf, and shall have full Power and Authority to do all Acts whatsoever for carrying into effect the Purposes of this Act, and

and for the Management, Regulation, and Direction of the Affairs of the said Company, which the said Company are by this Act authorized to do (except such as are herein required to be done at some General or Special General Meeting of the said Company); and the said Directors shall appoint and displace all the Officers and Servants of the said Company (except as herein is provided), and shall allow to them such Salaries, Gratuities, or Recompences as to the said Directors shall seem proper; and the said Directors shall have full Power and Authority to meet and adjourn from Time to Time and from Place to Place as they shall think proper; and there shall be Five Directors at least present to constitute a Meeting; and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the said Directors shall be finally determined by the Majority of Votes then present; and no Director shall have more than One Vote at any such Meeting, unless he be the Chairman of such Meeting, in which Case, in addition to his own Vote as a Director, he shall, if there shall happen to be an equal Division, always have a decisive or casting Vote as such Chairman; and the said Directors shall keep to a regular Minute and Entry of their Proceedings at every Meeting of the said Directors, and shall also keep full and true Accounts of all Monies disbursed and Payments made by the said Directors, and by all Persons employed by or under them, and of all Money which they shall receive on behalf or in respect of the said Undertaking and Company from any Person on any Account for the Use of the said Company, and shall regularly enter in some Book, to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes, or Copies, as the Case may require, of all such Receipts, Disbursements, Appointments, Contracts, and of Bargains had, made, or entered into by them, and of others by virtue of their Orders and Proceedings, and which Book shall be deposited with and kept under the Care of the said Directors, and in such Manner as they from Time to Time shall appoint.

CVIII. And be it further enacted, That the Orders and Proceedings of all Meetings, as well General as Special, of the said Company and of the said Directors, shall be entered in some Book to be provided and kept for that Purpose, and shall be signed by the Chairman of such respective Meetings; and such Orders and Proceedings, when so entered and signed, shall be valid and conclusive, and shall be deemed original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others, without Proof of such respective Meetings having been duly convened, or of the Person making or entering such Orders or Proceedings being Proprietors or being Directors, as the Case may be, or of the Handwriting of the Person who as Chairman of such Meeting shall have signed such Orders or Proceedings, as the Case may be, all which last-mentioned Acts, and the Validity thereof, shall be presumed.

Orders and Proceedings to be entered in a Book.

CIX. And be it further enacted, That the said Directors shall cause proper Books of Account to be kept by a Book-keeper, who shall be expressly appointed by the said Directors for that Purpose, and who shall enter or cause to be entered in the said Books true and regular Accounts of all Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Money shall have been expended; and such Books shall at all reasonable Times

Directors to cause Accounts to be kept.

Times be open to the Inspection of the respective Directors and Proprietors of Shares in the said Company, and of the respective Loan Creditors for Money advanced and lent for the Purpose of this Act, without Fee or Reward; and the said Directors, Proprietors, and Loan Creditors, or any of them, may take Copies of or Extracts from the said Books at all reasonable Times, without paying any thing for the same; and in case the said Book-keeper shall refuse to permit or shall not permit such Directors, Proprietors, and Loan Creditors, or any of them, to inspect such Books, or to take such Copies or Extracts as aforesaid, he shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence, to be levied and applied in the same Manner as other Penalties are by this Act directed to be levied and applied.

Chairman
and Deputy
Chairman of
Directors to
be appointed.

CX. And be it further enacted, That at the First Meeting of the Directors of the said Company herein-after named which shall be held after the passing of this Act, and at the First Meeting of the Directors which shall be held next after the first Appointment of the said Directors under the Provision herein contained, and at the First Meeting of the said Directors which shall be held next after the General Meeting of the said Company in the Month of *May* in each Year, the Members present at such Meeting of the said Directors shall choose out of the said Directors a Chairman and Deputy Chairman of the said Directors: Provided always, that when and so often as the Chairman or Deputy Chairman to be chosen by virtue of this Act shall die or resign, or be disqualified to act, or otherwise cease to be a Director, it shall be lawful for such of the said Directors as shall be present at the Meeting next after such Vacancy shall have occurred to choose some other Director to be Chairman or Deputy Chairman; and every such Chairman or Deputy Chairman so to be chosen as last aforesaid to fill such Vacancy shall continue in such Office so long only as the Person in whose Place or Stead he may be so elected would have been entitled under the Provisions of this Act to continue if such Vacancy had not happened.

At Meetings
of the Com-
pany, the
Chairman or
Deputy
Chairman of
the Board of
Directors to
preside.

CXI. And be it further enacted, That at all General and Special General Meetings of the said Company the Chairman of the said Board of Directors, or in his Absence the Deputy Chairman of the said Board of Directors, or in his Absence some one of the said Directors, or in the Absence of all the Directors any Proprietor to be chosen at such Meeting, shall preside as Chairman; and such Chairman, in case of an equal Division of Votes upon any Subject or Matter at any such Meeting, shall, in addition to his own Vote or Votes in respect of the Shares held by him, and in respect of the Shares of any other Proprietor whose Proxy he may hold, have a decisive or casting Vote as Chairman.

Officers to
account.

CXII. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall from Time to Time, when thereunto required by the said Company or by the said Directors, make out and deliver to the said Company or to the said Directors, or to such Person or Persons as they shall respectively for that Purpose order or appoint, a true and perfect Account in Writing under his Hand of all Monies, Securities, and Effects which shall have been by him received, paid, or disposed of by virtue of this Act, and such Account shall state how, and from and to whom, and for what Purpose, and the

respective Times when the same shall have been received, paid, or disposed of, together with the Vouchers and Receipts for all such Payments and Dispositions; and every such Officer or Person shall and he is hereby required to pay and deliver to the Treasurer of the said Company, or to such Person as the said Company or as the Directors shall respectively order or appoint, all such Money, Securities, and Effects as shall appear to be owing from him or belong to the said Company; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers and Receipts in his Possession or Power relating to the same, or to pay or deliver such Monies, Securities, and Effects, or any Part thereof, when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company or to the said Directors, or to such Person or Persons as they shall respectively order or appoint, within Seven Days after being thereunto required by the said Company or by the said Directors, or by such other Persons as last aforesaid, all or any Books, Papers, and Writings in his Possession or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Company or by the said Directors, or by any other Person in their Behalf, to any Justice of the Peace for the said Borough of *Leeds* or for the West Riding of the County of *York*, such Justice may and he is hereby required, by Summons or Warrant under his Hand and Seal, to cause such Officer or Person to appear or be brought before him, and upon his appearing or Nonappearance, or not being to be found, to hear and determine the Matter of such Complaint in a summary Way, and to settle and determine the said Account, if produced, in such Manner as the said Company or the said Directors might have done; and if upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, it shall appear to such Justice that any of the Monies, Securities, or Effects which shall have been collected or received are in the Hands of or owing by such Officer or Person, such Justice may and he is hereby required, upon Nonpayment or Nondelivery thereof, by Warrant under his Hand and Seal, to cause the Amount of such Money and Securities to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if Goods and Chattels shall not be found sufficient to answer and satisfy the said Monies and Securities, and the Charges of taking and making such Distress and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or if appearing shall not make out and deliver to such Justice such Account in Writing as aforesaid, or produce and deliver to the said Justice the several Vouchers and Receipts aforesaid relating to such Accounts, or to deliver up such Books, Papers, and Writings, or Effects as aforesaid, or pay the Amount of such Monies as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby required, by Warrant under his Hand and Seal, to commit such Officer or Person to some Common Gaol or House of Correction of or for the said Borough or Riding, there to remain without Bail or Mainprize until he shall have made out and delivered such Accounts, and have delivered up the said Vouchers and Receipts (if any) relating thereto, and have delivered up such Books, Papers, Writings, Securities, and Effects (if any) as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him, and the reasonable Costs and Charges of such Distress and Sale as shall in that respect have been incurred, or until he

Proceedings
in case of
Neglect.

shall have compounded with the said Company or with the said Directors for the Matters and Things aforesaid, and have paid the Composition Money (and which Composition the said Company and the said Directors are hereby respectively empowered to make), or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings to the said Company or to the said Directors: Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Three Calendar Months.

First Board
of Directors
appointed.

CXIII. And be it further enacted, That *William Beckett, William Williams Brown, Richard Bramley, Thomas Clapham, John Cawood, Peter Fairbairn, George Goodman, Thomas Hebden, Adam Hunter M.D., Robert Jackson, Thomas Kirkby, Charles Gascoigne Maclea, William Millthorpe Maude, John Metcalfe, Thomas Benson Pease, Hamer Stansfeld, James Williamson M.D., and Obadiab Willans,* and the Survivors and Survivor of them, or such of them as shall continue to act, shall be the first Board of Directors of the said Company, and shall continue in Office until other Directors shall be elected in manner herein-before provided; and the said Directors herein-before named shall and they are hereby required to fix the Time of such First General Meeting within the Limit herein-before prescribed, and to give Notice thereof in the Manner herein-before directed with respect to General Meetings of the said Company; and until such Directors be elected as herein-before prescribed the said Directors herein-before named and appointed, or the Survivors or Survivor of them, or such of them as shall continue to act, shall and lawfully may allot the Shares remaining undisposed of in the said Undertaking to such Persons as shall be desirous of taking the same, as to the said Directors shall seem fit, and shall and may exercise all other Powers and Authorities which are by this Act given to or which may be exercised by the Directors who may be elected in pursuance hereof.

General
Meetings to
examine Ac-
counts.

CXIV. And be it further enacted, That it shall be competent for any General Annual Meeting or any Special General Meeting of the said Company to call for and examine the Accounts of the said Company and of the said Directors, and of the Treasurers, and of the Receivers or Collectors of the Water Rents and other Sums by this Act authorized to be raised and received, and of the other Officers of the said Company.

Accounts to
be made up
annually.

CXV. And be it further enacted, That the said Company, or the Directors of the said Company, shall and they are hereby required to cause a true and particular Account to be made up and balanced once in every Year (that is to say) in the Month of *March*, and therein show all Monies received and expended by or for the Use of the said Company by virtue of this Act, and of the Charges and Expences of constructing, maintaining, and carrying on the said Undertaking by the said Company and the said Directors up to the last Day of *February* then preceding.

Dividend to
be declared.

CXVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered from Time to Time, at any General Yearly Meeting, or at a Special General Meeting to be called for that Purpose, to declare and make a Dividend out of the clear Profits of the said Undertaking; and such Dividend shall be after the Rate of so

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

CXVII. And be it further enacted, That when and so soon as the Accounts of the said Company for the Year ending on the last Day of *February* in every Year shall have been made out and balanced in the Month of *March* in every Year, the same shall and are hereby required to be submitted for Examination to the Auditors for the Time being of the Accounts of the Council of the said Borough, or of the Treasurer thereof; and after such Examination the same Accounts, or so much and such Part thereof or such Abstract thereof as shall be thought necessary, shall be published, by and at the Expence of the said Company, in such Manner and Form as shall be directed by the Council for the Time being of the said Borough of *Leeds*.

Accounts to be audited and published.

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

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

the Authority of this Act, and Interest thereon, shall have been first paid off and discharged.

Names of Proprietors to be entered, and Certificate of their Shares to be delivered to them.

CXIX. And be it further enacted, That the said Company or Directors shall and they are hereby required, at their first or some subsequent General Meeting, and afterwards from Time to Time as Occasion may require, to cause the Names of the several Corporations, and the Names and Additions of the several Persons, who shall then be or who shall from Time to Time thereafter become entitled to Shares in the said Undertaking, with the Number of Shares which they are respectively entitled to hold, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the Clerk of the said Company, and after such Entry made to cause their Common Seal to be affixed thereto; and the said Company and Directors shall from Time to Time cause a Certificate or Ticket, with the Common Seal of the said Company affixed thereto, to be delivered to every such Proprietor, on Demand, specifying the Share or Shares to which he is entitled in the said Undertaking, such Proprietor paying to the Clerk of the said Company the Sum of Two Shillings and Sixpence, and no more, for each such Certificate or Ticket; and such Certificates or Tickets shall be admitted in all Courts whatsoever as *primâ facie* Evidence of the Title of such Proprietor, his Successors, Executors, Administrators, and Assigns, to the Share or Shares therein specified, but the Want of such Certificate or Ticket shall not prevent the Proprietor of any of the said Shares from selling or disposing thereof; and such Certificate or Ticket may be in the Words or to the Effect following; (that is to say,)

‘ The *Leeds* Waterworks Company.

Form of Certificate.

‘ Number
 ‘ THESE are to certify, That *A.B.* of _____ is the Proprietor
 ‘ of the Share [*or* Shares], Number _____ in “ The *Leeds*
 ‘ Waterworks Company,” subject to the Rules, Regulations, and Orders
 ‘ of the said Company. Given under the Common Seal of the said Com-
 ‘ pany, the _____ Day of _____ in the Year of our
 ‘ Lord _____ .’

For granting new Certificates when old ones are destroyed.

CXX. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out or damaged, then, upon the same being produced to the Clerk of the said Company, such Certificate or Ticket may be cancelled or destroyed, and a similar Certificate or Ticket be given to the Party in whom the Property of the Share or Shares therein mentioned shall at the Time be vested; or in case any such Ticket shall be burnt or totally destroyed, or lost, then (upon Proof thereof to the Satisfaction of the Directors of the said Company) a similar Certificate or Ticket shall be given, upon Demand, to the Party who was the Proprietor of or entitled to the Certificate or Ticket so burnt, destroyed, or lost; and an Entry of the Substitute or Duplicate of each such Certificate or Ticket shall be made by the Clerk of the said Company in a Book to be kept for that Purpose, the said Clerk receiving for each such Ticket which shall be so exchanged or renewed the Sum of Two Shillings and Sixpence, and no more.

CXXI. And

CXXI. And be it further enacted, That the Clerk of the said Company shall, in some proper Book to be provided by the said Company for that Purpose, enter and keep a true Account of the Names of the several Corporations, and of the Names and Places of Abode of the several Persons, who shall from Time to Time become Proprietors of Shares in the said Undertaking; and every Proprietor of Shares in the said Undertaking (or, in the Case of a Corporation, the Clerk or Agent of such Corporation duly appointed) may at all convenient Times have recourse to and peruse such Book *gratis*, and may have Copies thereof or of any Part thereof, paying at and after the Rate of Sixpence for every One hundred Words so copied; and if the Clerk of the said Company shall refuse to permit or shall not permit any such Proprietor, or Clerk or Agent of such Corporation as aforesaid, to peruse such Book at all convenient Times, or shall refuse or neglect to make such Copy within a reasonable Period, on being paid as aforesaid, he shall for every such Offence forfeit and pay the Sum of Five Pounds for the Benefit of the said Undertaking.

Clerk of the Company to enter and keep Lists of Proprietors.

CXXII. And whereas by the Death of or by other Events happening to Proprietors of Shares, or by Marriage of Female Proprietors of Shares in the said Undertaking, it may be difficult to ascertain to whom such Shares, or the Dividends arising or becoming due upon such Shares, may belong or ought to be paid; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from any Proprietor thereof to any Corporation or Person by any other legal Means than by a Sale or Assignment thereof, duly made and executed as in this Act directed, a solemn Declaration in Writing shall be made and subscribed by some credible Person before some Master Extraordinary in the High Court of Chancery, or any One of Her Majesty's Justices of the Peace, stating the Manner in which such Share shall have passed to such Corporation or Person, and such Declaration shall be transmitted to the Clerk of the said Company, who shall thereupon enter and register the Name of every such new Proprietor in the Register Book or List of Proprietors of the said Company, and the said Clerk shall be entitled to receive for each such Entry the Sum of Two Shillings and Sixpence, and no more; and the said Company shall not be bound to see to the Execution of any Trust, whether express or constructive, to which any such Share shall be subject or liable; and until such Declaration shall have been transmitted and such Entry and Registry made as aforesaid no Corporation or Person to whom any such Share shall have passed as aforesaid shall be entitled to receive any Part of the Profits of the said Undertaking, or to vote or to exercise any of the Privileges of a Proprietor in respect of any such Share: Provided always, that before any Person who shall claim any Part of the Profits of the said Undertaking in right of Marriage with any Female Proprietor shall be entitled to receive the same, or be entitled to vote in respect of any Share, a solemn Declaration in Writing containing a Copy of the Register of such Marriage, or other Particulars of the Celebration thereof, and identifying the Wife as the Proprietor of the Share in respect whereof any such Claim may be made, shall be made and subscribed by some credible Person before some Master Extraordinary in Chancery, or any One of Her Majesty's Justices of the Peace, and shall be transmitted to the Clerk of the said Company, who shall file the same and make an Entry thereof in the Book which shall be kept for the Entry of Sales or

For ascertaining Proprietorship of Shares in case of Death, &c. in order to the Payment of Dividends in respect of such Shares.

Assignments of Shares in the said Undertaking; and before any Corporation or Person who shall claim any Part or Share of the Profits of the said Undertaking by virtue of any Bequest or Will, or in the Course of Administration shall be entitled to receive the same, or be entitled to vote in respect of any Share, the Probate Copy of such Will or the Letters of Administration shall be produced and shown to the said Clerk, or a Copy of so much of such Will or of such Letters of Administration as shall relate to the Share of the Testator or Intestate (as the Case may require) shall be made and verified by solemn Declaration by the Executors or some one acting Executor of the said Will, or the Administrator of the Intestate, before some Master Extraordinary in Chancery, or any One of Her Majesty's Justices of the Peace as aforesaid, and shall, together with an official Extract of the Act of Court on the Grant of Probate of such Will, or (in case of Intestacy, of the Letters of Administration) be transmitted to the said Clerk, who shall file and enter the same as herein-before mentioned.

To compel
Payment of
Subscrip-
tions.

CXXIII. And be it further enacted, That the several Parties who have subscribed or who shall hereafter subscribe for or towards the said Undertaking shall and they are hereby required to pay the respective Sums of Money by them respectively subscribed for, or such Parts or Proportions thereof as shall from Time to Time be called for by the Directors of the said Company by virtue of and pursuant to the Powers and Directions of this Act, at such Times and at such Places and in such Manner and to such Person as shall be directed by the said Directors; and in case any Party shall refuse or neglect to pay as aforesaid the Money by him so subscribed for, or the Part thereof so called for, at the Time and in the Manner required for that Purpose, it shall be lawful for the said Company to sue for and recover the same with full Costs of Suit in any Court of Law or Equity, together with Interest on such unpaid Sum of Money, at the Rate of Five Pounds *per Centum per Annum*, from the Time when the same shall have been directed to be paid as aforesaid up to the Day of actual Payment thereof.

Power to pay
Subscription
in advance;

CXXIV. And be it further enacted, That it shall be lawful for the several Proprietors for the Time being of the said Undertaking, and they are hereby empowered, whether before or after any Call shall have been made in respect of any Shares held by them respectively, to pay in advance, in case the Directors shall think proper to accept the same, which they are hereby authorized to do, to such Person as the said Directors shall appoint, the respective Sums of Money by them respectively subscribed for, or such Part or Proportion thereof as shall be wanting (over and above the Amount, if any, actually paid in respect of such Shares) to make up the full Sum of Twenty-five Pounds in respect of each such Share; and the said Company shall and they are hereby required to pay Interest at such Rate, not exceeding the Rate of Five Pounds for every One hundred Pounds by the Year upon the Principal Monies which shall have been so paid in advance, or for so much thereof as shall from Time to Time exceed the Amount of the Calls which shall have been made upon the Shares in respect of which such Money shall have been paid in advance as aforesaid, as the Subscriber paying such Sum in advance and the Directors for the Time being of the said Company shall agree upon.

Interest to be
paid on the
Amount in
advance.

CXXV. And

CXXV. And be it further enacted, That the said Directors shall have Power from Time to Time to make such Calls of Money from the Subscribers to and Proprietors of Shares in the said Undertaking for the Purposes of this Act as they from Time to Time shall find necessary, so that the aggregate Amount of Calls made or Money paid for or in respect of any such Shares shall not amount to more than the Sum of Twenty-five Pounds on any such Share, and so that each Call shall not exceed the Sum of Ten Pounds in respect of each Share which any Corporation or Person shall be possessed of or entitled to in the said Undertaking, and that an Interval of at least Three Calendar Months shall elapse between the Day appointed for the Payment of one Call and the Day appointed for the Payment of another Call, and Ten Days Notice at least shall be given of every such Call by Advertisement in some Two or more Newspapers usually circulated in the said Town of *Leeds*; and the respective Proprietors of Shares in the said Undertaking shall pay their rateable Proportions of the Money so to be called for as aforesaid to such Persons and at such Times and Places and in such Manner as shall be appointed and notified as aforesaid; and if any Proprietor of any such Share shall not so pay his rateable Proportion thereof, then and in such Case, and so often as the same shall happen, such Proprietor shall pay Interest for the same, after the Rate of Five Pounds *per Centum per Annum*, from the Day appointed for the Payment thereof, up to the Time when the same shall be actually paid; and if any Proprietor of any such Share shall neglect or refuse so to pay such his rateable Proportion thereof, together with Interest (if any) which shall accrue for the same, then or at any Time thereafter it shall be lawful for the said Company to sue for and recover the same in any of His Majesty's Courts of Record by Action of Debt or on the Case, or by Bill, Suit, or Information; or the said Directors may and they are hereby authorized to declare the Shares belonging to any Corporation or Person so refusing or neglecting to pay any such Call, together with Interest in manner last aforesaid, to be forfeited, and to order such Shares to be sold as and in manner herein-after provided: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing under the Hand of the Clerk or Treasurer of the said Company of such Share having been declared forfeited shall have been given or sent by the Post unto or delivered to some Inmate of the last known usual Place of Abode of the Proprietor of every such Share, or, in the Case of a Corporation, of the Clerk or other Agent of such Corporation, nor until the Declaration of Forfeiture of the said Directors shall have been confirmed either at a General or Special General Meeting of the said Company to be called for that Purpose, and to be respectively held after the Expiration of One Calendar Month at the least from the Day on which such Notice of Forfeiture shall have been given as aforesaid; and after such Declaration of Forfeiture shall have been confirmed by such General Meeting or Special General Meeting, the said Company, by an Order to be made at the same or at any subsequent General Meeting or Special General Meeting, shall have Power to order the said Directors to dispose of the Shares so forfeited or any of them in manner by this Act directed; and the said Directors may in that Case sell and dispose of such Shares at public Auction, or by private Contract, or public Tender, and together or in Lots, or in such other Manner and for such Price as they may think fit; and a solemn Declaration in Writing, made by some credible Person, not interested,

Power for
Directors to
make Calls.

If Share-
holders ne-
glect to pay
Calls, the
Company
may sue for
them, or may
declare the
Shares to be
forfeited and
sell them.

interested, before any Master Extraordinary in the High Court of Chancery, or any One of Her Majesty's Justices of the Peace, stating that such Call had been made by the said Directors, and that such Notice had been given, and that such Default in payment had been made in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration of Forfeiture had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated; and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall his Title to such Share be affected by an Irregularity of Proceeding in reference to such Sale, but such solemn Declaration, and the Receipt of the Treasurer of the said Company for the Purchase Money of such Share, shall be sufficient Evidence of Title thereto for all Purposes whatsoever.

If Purchase Money for forfeited Shares be more than sufficient to pay the Arrears of Calls, &c. Surplus to be paid to Owners.

CXXVI. And be it further enacted, That in case the Money produced by the Sale of any Share which shall have been forfeited by reason of the Nonpayment of any Call as herein authorized shall be more than sufficient to pay all such Arrears of Calls as aforesaid, and legal Interest thereon as aforesaid, and the Expences attending the Sale thereof or otherwise occasioned by such Forfeiture, the Surplus of such Purchase Money (if any) shall, on Demand, be paid to the Party to whom such forfeited Share shall have belonged: Provided always, that it shall not be lawful for the said Company or for the said Directors to sell or transfer more of the Shares of such Defaulter in payment of Calls than shall be sufficient as near as may be at the Time of such Sale to pay the Arrears due from such Defaulter for or on account of such Calls, and the Interest and Expences attending the same; and from and after the Payment of such Arrears and Interest, and Expences, any Share vested in the said Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Party to whom such Share shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly paid.

Proceedings in Actions for Calls.

CXXVII. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor for the Time being of any Share in the said Undertaking to recover any Money due and payable to the said Company for or in respect of any Call made by virtue of this Act, it shall be sufficient for the said Company to declare and allege that the Defendant, being a Proprietor of so many Shares in the said Undertaking, is indebted to the said Company in such Sum of Money as the Calls in arrear shall amount to for a Call or so many Calls of such Sums of Money upon a Share or so many Shares belonging to the said Defendant, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall be only necessary to prove that the Defendant at the Time of making such Call was a Proprietor of a Share in the said Undertaking, and that such Call was in fact made, and that such Notice was given as is directed by this Act, without proving the Appointment of the Directors who made such Call, or any other Matter whatsoever; and the said Company shall thereupon be entitled to recover what shall appear due (including Interest computed as aforesaid) on such Calls, unless it shall appear that any such Call exceeded Ten Pounds *per* Share, or was made payable before the Expiration of Three Calendar Months from

the Day appointed for Payment of the last preceding Call, or that such Notice was not given as herein-before required; and in order to prove that the Defendant was a Proprietor of such Share in the said Undertaking as alleged, the Production of the Book in which the Clerk of the said Company is by this Act directed to enter and register the Names of the several Proprietors from Time to Time of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to, shall be *prima facie* Evidence that such Defendant is or was a Proprietor, and of the Number and Amount of his Shares therein.

CXXVIII. And whereas in Cases in which Proprietors of Shares in the said Undertaking shall die, or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest therein to other Parties, and no Register shall have been made of the Transfer thereof with the Clerk of the said Company, or where such Proprietors being Females shall marry, it may not be in the Power of the said Company to ascertain who are the Proprietors of such Shares in order to give to them, or to their respective Executors, Administrators, Successors, Husbands, or Assigns, Notice of Calls to be made on such Shares, or in order to maintain Actions, Suits, or other Proceedings against them, or against their respective Executors, Administrators, Successors, Husbands, or Assigns, for Recovery of the same; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from the original Proprietors thereof to any Corporation or Person by any other legal Means than by an Assignment or Sale thereof duly made and executed as herein provided, and such solemn Declaration in Writing as is herein in that Behalf directed shall have been transmitted to the Clerk of the said Company, then and in any of the Cases aforesaid, after Ten Days Notice in Writing shall have been given by the said Directors, under the Hand of the Clerk or Treasurer of the said Company to the Corporation or Person stated or claiming in such Declaration to be the then Proprietor of such Share, or delivered to some Inmate of the last or usual known Place of Abode of such Person, or in case there shall be no such Inmate, then affixed on some conspicuous Part thereof, or, in case of a Corporation, to the Clerk of such Corporation, to pay their or his Proportion of Money to be called for, and such Corporation or Person shall not have paid such their or his Proportion as aforesaid, it shall be lawful for the said Company, at any General or Special General Meeting after the Expiration of such Notice, to declare any such Share to be forfeited, and in such Case the same shall become forfeited, and shall or may be sold and disposed of in such Manner, on such Evidence of Title, and with such Powers, and with such Indemnity to Purchasers, as in other Cases of Sales of Shares forfeited for the Nonpayment of Calls thereon; or such Shares may, at the Option of the said Company, be consolidated in the general Fund of the said Company; and in case there shall be no such solemn Declaration made as aforesaid, then such Notice as is herein-before directed to be given shall be served upon or be delivered to some Inmate of the last or usual Place of Abode of the Executors or Administrators of such Proprietors so dying, or the Husband or Trustee of such Female Proprietor so marrying, or of the Assignee or Trustee of such Proprietor so becoming bankrupt or insolvent, or (in the Event of the Share having been disposed of as aforesaid), then of the last Proprietor

For ascertaining the Proprietorship of Shares, in order to make Calls.

appearing in the Books of the said Company to have been possessed of the same; and in case the last or usual Place of Abode of such Proprietor cannot be ascertained upon Inquiry, or in case the Proprietor of the Share shall be known to be out of the Kingdom, such Notice shall be inserted in the *London Gazette*; and in all such Cases and after such Notices, on Default being made, the said Shares shall be forfeited, and may be sold, or be consolidated with the general Fund of the said Company in manner aforesaid, and the like Evidence of Title shall be sufficient on any Sale, and the like Indemnity to the Purchaser shall exist as in other Cases of Sales on account of Nonpayment of Calls: Provided always, that in Cases of any Proprietor being abroad the Share shall not be forfeited until the Expiration of Six Calendar Months next after the Day on which such Notice shall have been inserted in the *London Gazette* as aforesaid.

Making false Declaration a Misdemeanor.

CXXIX. And be it further enacted, That any Person who shall wilfully and corruptly make and subscribe any Declaration authorized or required to be made and subscribed under the Authority of this Act, knowing the same to be untrue in any material Particular, shall be deemed guilty of a Misdemeanor.

Shares to be deemed Personal Estate.

CXXX. And be it further enacted, That all the Shares in the said Undertaking and the Joint Stock or Fund of the said Company shall to all Intents and Purposes be deemed Personal Estate, and be transmissible as such, and shall not be deemed to be of the Nature of Real Property.

Proprietors of Shares may sell the same.

CXXXI. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective Successors, Executors, and Administrators, to sell or assign any Shares to which they shall be entitled therein, subject to the Rules and Conditions herein mentioned; and the Assignment of such Shares shall be in Writing, in which the Consideration for such Assignment shall be truly stated, and may be in the following Words, or in Words to the like Effect, varying the Names and Description of the contracting Parties and Circumstances as the Case may require; (that is to say,)

Form of Assignment of Shares.

‘ I *A.B.* of _____ in consideration of the Sum of _____
 ‘ _____ paid to me by *C.D.* of _____
 ‘ do hereby sell and assign to the said *C.D.* _____ Share
 ‘ [*or Shares, as the Case may be,*] of and in the Undertaking called “The
 ‘ *Leeds Waterworks Company,*” to hold unto the said *C.D.*, his Ex-
 ‘ ecutors, Administrators, and Assigns, [*or Successors and Assigns,*]
 ‘ subject to the same Rules, Orders, and Restrictions, and on the same
 ‘ Conditions, on which I held the same immediately before the Execution
 ‘ hereof; and I the said *C.D.* do hereby agree to accept and take the
 ‘ said Share, subject to the same Rules, Orders, Restrictions, and Con-
 ‘ ditions. As witness our Hands and Seals the _____ Day
 ‘ of _____

Which Deed or Instrument shall be kept by the Clerk of the said Company, who shall enter in some Book to be kept for that Purpose a Memorial thereof, and endorse a Memorandum of the Entry of such Memorial on the said Deed or Instrument, for which Entry and Endorsement

ment the Sum of Two Shillings and Sixpence, and no more, shall be paid to the said Clerk; and the said Clerk is hereby required to make such Entry or Memorial accordingly, and on Demand to make an Endorsement thereof on the Certificate of each Share so sold or assigned, and to deliver the same to the Purchaser for his Security, for which Endorsement no more than Two Shillings and Sixpence shall be paid; and such Endorsement, being signed by the said Clerk, shall be considered in every respect the same as a new Certificate; and until such Memorial shall have been made and entered as before directed the Seller and Assignor thereof shall remain and be held liable for all future Calls, and the Purchaser or Assignee shall have no Part or Share of the Profits of the said Undertaking, nor any Interest in respect of such Share paid to him, nor any Vote in respect thereof as a Proprietor of Shares in the said Undertaking.

CXXXII. And be it further enacted, That no Corporation or Person shall sell or assign any Share which he shall possess in the said Undertaking upon which any Call shall have been made, after the Day appointed for the Payment of the same, unless at the Time of such Sale or Assignment they or he shall have paid the full Sum of Money which shall then have been called for in respect of each Share so to be sold or assigned.

After a Call no Share to be sold until Call is paid.

CXXXIII. And be it further enacted, That the Receipt of the Person or of any One of the Persons in whose Name or Names any Share in the said Undertaking shall stand in the Books of the said Company shall from Time to Time be a sufficient Discharge to the said Company for any Dividend or other Sum of Money which shall become payable and be paid for or in respect of such Share, notwithstanding any Uses or Trusts upon or to which such Share shall be then settled, conveyed, or assigned, whether or not the said Company have Notice of such Uses and Trusts; and the said Company shall not be bound to see to the Application of the Money mentioned in such Receipt.

Receipt of One Proprietor of a Share to be sufficient.

CXXXIV. And be it further enacted, That where Money shall be payable under the Provisions of this Act to any Proprietor who shall be a Minor, Idiot, or Lunatic, the Receipt of the Guardian (if any, or if not then of the Parent) of such Minor, or of the Committee of such Idiot or Lunatic, shall be a sufficient Discharge to the said Company for the same.

Receipt of a Parent or Guardian of a Minor to be sufficient.

CXXXV. And be it further enacted, That in all Cases wherein Damages or Charges are by this Act directed or authorized to be paid, and the Manner of ascertaining the Amount thereof is not otherwise specified or provided for by this Act, such Damages and Charges, in case of any Dispute respecting the same, shall be ascertained and determined by some Justice of the Peace for the said Borough of *Leeds* or for the West Riding of the said County of *York*; and where by this Act any Damages or Charges are directed to be paid in addition to any Penalty for any Offence, such Damages and Charges, in case of any Dispute respecting the same, shall be settled and determined by the Justice by or before whom the Matters and Premises to which such Damages or Charges may relate shall be heard and determined, or such Penalty awarded; and such

Damages and Charges in case of Dispute to be settled by Justices.

Justice

Justice is hereby authorized and required, on Nonpayment of such Damages or Charges in any of the Cases aforesaid, to levy the Amount thereof by Distress and Sale of the Goods and Chattels of the Offender or Party, in manner by this Act directed for the levying of any Penalties or Forfeitures, together with all Costs and Expences attending the same.

In case of Nonpayment of Compensation for Damages, &c. the same to be levied by Distress of the Goods of the Company.

CXXXVI. And be it further enacted, That whenever any Money shall by any Justice of the Peace be ordered to be paid, in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury of any Nature or Kind soever done or committed by the said Company or by any Person acting by or under their Authority, and such Money shall not be paid by the said Company to the Party entitled to receive the same within One Calendar Month after Demand in Writing shall have been made upon the said Company, in pursuance of the Direction or Order made by such Justice (and in which Demand the Order of such Justice shall be stated), then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company, under a Warrant to be issued for that Purpose by such Justice or any other Justice of the Peace for the same Riding, Borough, or Place (which Warrant any such Justice is hereby authorized and required to grant under his Hand and Seal on Application made to him for that Purpose by the Party entitled to receive such Money); and in case any Overplus shall remain after Payment of such Money and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then such Overplus shall be returned, on Demand, to the said Company.

Recovery and Application of Penalties.

CXXXVII. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act (the Manner of levying and recovering whereof is not herein otherwise particularly directed) may, in case of Nonpayment thereof, be recovered in a summary Way, on Conviction before One Justice of the Peace acting within his Jurisdiction, on Complaint to him for that Purpose made; and in default of Payment thereof, together with the Costs and Expences of such Proceedings, the same shall and may be levied by Distress and Sale of the Goods and Chattels of the respective Offenders or Persons liable to pay the same, by Warrant under the Hand and Seal of any such Justice; and the Overplus (if any) of the Money so raised or recovered, after discharging such Penalty or Forfeiture, and the Costs and Expences as aforesaid, shall be returned, on Demand, to the Party whose Goods and Chattels shall be distrained; all which Penalties and Forfeitures, not herein directed to be otherwise applied, shall be paid, One Moiety to the Informer, and the Remainder to the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid, One Moiety to the Informer, and the Remainder to the Overseers or Guardians of the Poor of the Parish, Township, or Place within which the Offence shall be committed, or (as the Case may be) in which the Offender shall be or reside, to be applied by such Overseers or Guardians for the Benefit of the Poor of such Parish, Township, or Place; and in case such Penalties and Forfeitures, and the said Costs and Expences, shall not be forthwith paid, it shall be lawful for such Justice, and he is hereby required, to order the Offender so convicted to be detained in safe Custody until Return can conveniently

be made to such Warrant of Distress, unless such Offender can give sufficient Security, to the Satisfaction of such Justice, for his Appearance before such Justice, or before some other Justice of the Peace having Jurisdiction, at such Time and Place as shall be appointed for the Return of such Warrant of Distress (such Time being not more than Seven Days from the taking of such Security, and which Security any of the said Justices is hereby empowered to take by way of Recognizance or otherwise); but if upon the Return of such Warrant it shall appear that no sufficient Distress can be had whereupon to levy the said Penalties or Forfeitures, and such Costs and Expences as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justice, upon the Confession of the Offender or otherwise, that he hath not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences could be levied if a Warrant of Distress should be issued, such Justice shall not be required to issue such Warrant of Distress, but he is hereby authorized and required, by Warrant under his Hand and Seal, to commit such Offender to some Common Gaol or House of Correction for the Riding, Borough, or Place within his Jurisdiction, there to remain for any Time not exceeding Three Calendar Months, or until such Penalty or Forfeiture shall be paid and satisfied, together with all Costs and Expences attending such Proceeding as aforesaid, to be ascertained by such Justice, or until such Offender shall otherwise be discharged by due Course of Law.

CXXXVIII. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information before any Justice of the Peace, it shall be lawful for the Justice of the Peace before whom Complaint shall be made of or for any Offence committed against this Act to summon before him the Party complained against, and on such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict the Offender, and adjudge him to pay the Penalty or Forfeiture incurred, with all reasonable Costs and Expences, to be ascertained and settled by such Justice; and it shall be lawful for such Justice, if he shall think fit, to proceed in the Recovery of the same, although no Information in Writing or in Print shall have been exhibited before such Justice; and all such Proceedings by Summons without Information in Writing or in Print shall be as valid and effectual to all Intents and Purposes as if an Information in Writing or in Print had been exhibited.

Justices may proceed by Summons in Recovery of Penalties.

CXXXIX. And be it further enacted, That it shall be lawful for any Officer or Agent of the said Company, and all such Persons as he shall call to his Assistance, to seize and detain any Person whose Name and Residence shall be unknown to such Officer or Agent who shall commit any Offence against this Act, and to convey him before some Justice for the Riding, Borough, or Place within which such Offence shall be committed, without any Warrant or other Authority than this Act, and such Justice is hereby empowered to proceed immediately to the hearing and determining of the Complaint.

For securing Offenders whose Names and Residences are not known.

CXL. And be it further enacted, That all Justices of the Peace before whom any Person shall be informed against or convicted for or in respect of any Offence against this Act may cause the Information (whenever an

Forms of Information and Conviction:

[*Local.*]

34 D

Information

1° VICTORIÆ, Cap. lxxxiii.

Information shall be taken in Writing or in Print) and the Conviction respectively to be drawn up according to the following Forms, or any other Forms to the same Effect, as the Case may require, which shall be sufficient for all the Purposes of this Act; (that is to say,)

Form of Information.

‘ to wit. } BE it remembered, That on the Day
 ‘ of A.B. of informeth
 ‘ me, C.D., One of Her Majesty’s Justices of the Peace for the
 ‘ [as the Case may be], that E.F. of [here
 ‘ describe the Offence, and the Time and Place when and where committed],
 ‘ contrary to an Act passed in the Year of the
 ‘ Reign of Her Majesty Queen Victoria, intituled [here insert the Title of
 ‘ this Act], which hath imposed a Forfeiture of for the
 ‘ said Offence. Taken the Day and Year first herein written, before
 ‘ me, C.D.’

Form of Conviction.

‘ to wit. } BE it remembered, That on the Day
 ‘ of in the Year of our Lord
 ‘ A.B. is convicted before me, C.D., One of Her Majesty’s Justices
 ‘ of the Peace for the [as the Case may be],
 ‘ [here describe the Offence, and the Time and Place when and where com-
 ‘ mitted], contrary to an Act passed in the Year of the
 ‘ Reign of Her Majesty Queen Victoria, intituled [here insert the Title of
 ‘ this Act], whereupon I have adjudged and do hereby adjudge that the
 ‘ said A.B. hath forfeited the Sum of
 ‘ Given under my Hand and Seal the Day and Year first above
 ‘ written. C.D.’

General Power to Justices to administer Oaths.

CXLI. And be it further enacted, That in all Cases in which any Justice of the Peace is authorized by this Act to examine any Person, or to take cognizance of or to hear or to determine any Matter or Complaint, it shall be lawful for such Justice and he is hereby required to administer an Oath to any Person before he shall be examined by or before such Justice.

For compelling Witnesses to attend.

CXLII. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace touching any Information, Complaint, Matter, or Thing by this Act authorized to be heard or determined by such Justice, either on the Part of the Prosecutor or Informer, or on the Part of the Party summoned or accused, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed by such Summons (having been paid or tendered a reasonable Sum for his Costs and Expences), without some reasonable Excuse for his Refusal or Neglect to be allowed by such Justice, or appearing shall refuse to be examined upon Oath, or to give Evidence before such Justice touching the Premises, then and in any of the said Cases every such Person shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Persons aggrieved may appeal to Quarter Sessions.

CXLIII. And be it further enacted, That all Corporations and Persons who may think themselves aggrieved by any Order, Judgment, or Determination of any Justice of the Peace, or otherwise in the Execution of this Act, relating to any Matter or Thing in this Act mentioned or contained, and for which no Power of Appeal is by this Act specifically given,

given, except as to the Appointment of Referees or an Umpire under the Provisions of this Act, may, within Four Calendar Months next after such Order, Judgment, Determination, or other Matter or Thing shall have been made, given, or done, appeal to any General or Quarter Sessions to be held for the Borough of *Leeds* or the West Riding of the County of *York* (as the Case may require), first giving Fourteen Days Notice in Writing of such Intention to appeal, and of the Grounds and Nature thereof, to the Party against whom such Appeal is intended to be made, or to the said Company (as the Case may require), and within Six Days after such Notice entering into Recognizances before some Justice of the Peace, with Two sufficient Sureties, in the Sum of Ten Pounds each, conditioned to try such Appeal and abide the Order and Award of the Court thereon, and to pay such Costs as the Court shall determine; and such Court may either hear and determine the said Appeal at such General or Quarter Sessions, or may adjourn the Hearing thereof to the following General or Quarter Sessions of the Peace, and such Court may affirm or discharge any such Order, Judgment, or Determination, and may mitigate any Penalty or Forfeiture, and may order any Money to be returned which shall have been levied in pursuance of such Order, Judgment, Determination, or other Matter or Thing, and may also order any such further Satisfaction to be made to the Party injured or aggrieved as to such Court shall seem reasonable, and may also order such Costs to be paid to either Party as to such Court may appear reasonable.

CXLIV. And be it further enacted, That in all Cases in which it may be necessary for any Person to serve any Summons or Demand, or any Notice, or any Writ, or other Proceeding at Law or in Equity, upon the said Company, personal Service thereof upon the Clerk or Treasurer of the said Company, or leaving the same at the Office of such Clerk or Treasurer, or delivering the same to some Inmate of the last or usual Place of Abode of such Clerk or Treasurer, or leaving a Copy thereof at the principal Office of the said Company, or (in case the same respectively shall not be found or known) then personal Service upon any other Agent or Officer employed by the said Company, or upon any Two Directors of the said Company, or delivering the same to some Inmate of the last or usual Place of Abode of such Agent or Officer or of such Directors respectively, shall be deemed good and sufficient Service of the same respectively on the said Company.

Declaring
what shall
be good Ser-
vice of No-
tice on the
Company.

CXLV. And be it further enacted, That in all Cases in which it may be necessary for the said Company to serve any Summons or Demand, or any Notice, or any Writ, or other Proceeding at Law or in Equity, upon any Person or Corporation under the Provisions of this Act, personal Service thereof respectively upon such Person, or upon the Clerk or Treasurer of such Corporation, or delivering the same to some Inmate of the last or usual Place of Abode of such Person or of such Clerk or Treasurer, or at the Office of such Clerk or Treasurer, or in case there shall be no such Clerk or Treasurer, then personal Service thereof upon any other Agent or Officer of any such Corporation, or upon any Two Members or Directors of the same, or delivering the same to some Inmate of the last or usual Place of Abode of such Agent or Officer, or of such Members or Directors respectively, shall be deemed good and sufficient

Declaring
what shall be
good Service
of Notice by
the Com-
pany.

sufficient Service of the same respectively upon such Person or Corporation (as the Case may be), except in Cases in which any other Mode of Service is by this Act particularly directed: Provided always, that every Summons, Demand, or Notice, or other Document requiring Authentication by the said Company, may be signed by the Clerk or Treasurer for the Time being of the said Company, and need not be under the Common Seal of the said Company, and may be in Writing or in Print, or partly in Writing and partly in Print.

Directors or their Clerk empowered to grant Releases to Witnesses.

CXLVI. And be it further enacted, That in all Actions and Suits at Law or in Equity, and in all Proceedings under this Act, or otherwise, against or by or on behalf of the said Company, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall be lawful for any Three or more of the said Directors, or for the Clerk of the said Company, to execute and deliver such general or other Releases as may be or may be deemed necessary for the Purpose of qualifying any Person to give Evidence as a Witness in any such Action, Suit, Arbitration, Reference, or other Proceeding as aforesaid, and also to do any other Act in any such Action, Suit, Arbitration, Reference, or other Proceeding which any Plaintiff or Defendant may do in any Action, Suit, Arbitration, Reference, or other Proceeding; and every such Release and Act shall be as valid and effectual in all respects, and to all Intents and Purposes whatsoever, as if the same were made under the Seal of the said Company.

How Debts may be proved in Cases of Bankruptcy.

CXLVII. And be it further enacted, That in case any Person against whom the said Company may have any Claim or Demand shall become bankrupt or insolvent, the Clerk or Treasurer for the Time being of the said Company may do all the same Acts, and have and exercise all the same Powers and Privileges, as to the Establishment or Proof of Debts, voting in Choice of Assignees, signing Certificates, and other Matters and Things in respect of or relating to the Claim or Demand of the said Company, as any Person being a Creditor of such Bankrupt or Insolvent, or a Claimant against his Estate, could have or exercise in respect of his Debt or Claim.

Distress not unlawful for Want of Form.

CXLVIII. And be it further enacted, That where any Distress shall be made for any Money to be levied by virtue of this Act the Distress itself shall not be deemed unlawful, nor shall any Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in the Information, Summons, Conviction, Warrant of Distress, or other Proceeding relating thereto, nor shall such Party be deemed a Trespasser *ab initio* on account of any Irregularity which shall be afterwards committed by him, but all Persons aggrieved by such Defect or Irregularity may recover full Satisfaction for the special Damage by an Action on the Case.

Proceedings not to be quashed for Want of Form.

CXLIX. And be it further enacted, That no Proceeding to be had or taken in pursuance of this Act shall be quashed or vacated for Want of Form, or be removed by Certiorari or by any other Writ or Proceeding whatsoever into any of Her Majesty's Courts of Record at *Westminster* or elsewhere, any Law or Statute to the contrary notwithstanding.

CL, And

CL. And be it further enacted, That no Action, Suit, or Information, or any other Proceedings of what Nature soever, shall be commenced or prosecuted against any Person for any thing done or omitted to be done in pursuance of this Act, or in the Execution of the Powers or Authorities hereby granted, unless One Calendar Month previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding to the intended Defendant, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Twelve Calendar Months next after the Act committed, or in case there shall be a Continuance of Damage then within Twelve Calendar Months next after the doing or committing such Damage shall have ceased, nor unless such Action, Suit, or Information shall be laid and brought in the County or Place within which the Matter in dispute or Cause of Action shall arise; and the Defendant in such Action, Suit, or Information, or other Proceeding may plead the General Issue, and give this Act and the special Matter in Evidence, at any Trial to be had thereupon, and that the Acts were done or omitted to be done in pursuance of or by the Authority of this Act; and if they shall appear to have been so done, or to have been so omitted to be done, or if it shall appear that such Action, Suit, Information, or other Proceeding shall have been brought otherwise than as herein-before directed, then and in every such Case the Jury shall find for the Defendant; upon which Verdict, or if the Plaintiff shall become nonsuited, or shall suffer a Discontinuance of his Action, Suit, Information, or other Proceeding after the Defendant shall have appeared thereto, or if a Verdict shall pass against the Plaintiff therein, or if, upon Demurrer or otherwise, Judgment shall be given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases.

Limitation
of Actions.

CLI. And be it further enacted, That no Plaintiff shall recover in any Action for any Irregularity, Trespass, or other wrongful Proceeding committed in the Execution of this Act, if Tender of sufficient Amends shall have been made, by or on behalf of the Party who shall have committed such Irregularity, Trespass, or other wrongful Proceeding, before such Action brought; and in case no Tender shall have been made it shall be lawful for the Defendant in any such Action, by Leave of the Court where such Action shall depend, at any Time before Issue joined, to pay into Court such Sum of Money as he shall think fit, whereupon such Proceedings, Order, and Adjudication shall be had and made in and by such Court as in other Actions where Defendants are allowed to pay Money into Court.

Plaintiffs not
to recover
after Tender
of Amends.

CLII. And whereas, by reason of the Exercise of the Powers by this Act granted, there may be Deficiencies in the Assessments for Land Tax in some of the Parishes or Townships through or in which the several Works hereby authorized may pass or be situated; be it therefore enacted, That the said Company shall, from and after they shall have become seised and possessed by virtue of this Act of any Premises charged with the Land Tax, and until the Works hereby authorized to be made shall be completed and assessed to such Land Tax (unless the said Company shall think fit to redeem the same under the Powers of the Acts for the Redemption of Land Tax), be subject and liable from Time to

Provision for
Deficiencies
in the Land
Tax.

[Local.]

34 E

Time

Time to pay and make good to or in aid of such several Parishes or Townships as aforesaid, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said several Assessments for Land Tax within the said several Parishes or Townships by reason of taking down or using for the Purposes of this Act any Premises liable to such Assessments, according to the Rental at which the same were valued or rated at the Time of the passing of this Act; and the Treasurer or Collector or Receiver to be appointed under this Act is hereby required to pay all Deficiencies, on Demand thereof, to the Collector of the said Assessments.

Enabling the
Company to
sell the
Lands not
wanted.

CLIII. And whereas by means of the Purchases which the said Company are empowered to make by virtue of this Act they may happen to be seised of more Lands than will be necessary for effecting the Purposes of this Act, or of Lands not applicable to the Purposes hereof; be it therefore further enacted, That it shall be lawful for the said Company and they are hereby required, within Ten Years from the Time of the passing of this Act, to sell, and by Deed under their Common Seal to convey to the Purchasers thereof, any Part of such Lands, or any Estate or Interest purchased by the said Company in such Lands, or any Part thereof, in such Manner as they shall deem most advantageous; and such Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company, before they shall dispose of any such Lands, shall offer to sell the same first to the Person from whom or from whose Ancestor the said Company shall have purchased the same; and in case of the Refusal or Neglect of such Person to purchase the same as herein-after mentioned, then to the Person or to the several Persons whose Lands or Premises shall immediately join the Lands so proposed to be sold, such Person, or his known and accredited Agent, being in *England*, and conveniently to be found, and being capable of entering into a Contract for the Purchase of such Lands; and such respective Persons, in case they shall be desirous of purchasing the same, shall signify such their Desire in that Behalf to the said Company within Twenty-one Days next after such Offer of Sale shall have been made; and in case such Persons shall decline to avail themselves of such Offer, or shall neglect so to signify their Desire to purchase such Lands, for the Space of Twenty-one Days, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in such Offer of Sale shall cease; and a solemn Declaration in Writing, made and subscribed before a Master Extraordinary in the High Court of Chancery, or before any One Justice of the Peace for the County or Place within which such Lands shall be situate, by some Person not interested in such Lands, stating that the Person entitled to such Right of Pre-emption, or his known and accredited Agent, was not in *England*, or was not found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made by or on the Behalf of the said Company, and that such Offer was refused or was not accepted by the Person to whom the same was made within the Space of Twenty-one Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was refused or was not accepted within the Time aforesaid (as the Case may be) by the Person to whom such Offer was made; and in case any such Person as aforesaid shall be desirous of purchasing

purchasing any such Lands, and he and the said Company shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands to be taken or used by the said Company; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in this Act is directed with respect to the disputed Value of Lands to be taken or used by the said Company (*mutatis mutandis*); and the Money produced by the Sale which may be made by the said Company of such Lands as aforesaid shall be applied to the Purposes of this Act.

CLIV. And be it further enacted, That upon Payment of the Money which shall arise by the Sale of any Lands or of any Interest therein belonging to the said Company which shall be sold by the said Company under the Authority of this Act, or upon Payment of any Money under this Act, it shall be lawful for the Treasurer for the Time being of the said Company to sign and give a Receipt for the Money so paid, which Receipt shall be a sufficient Discharge to all Persons for the Purchase Money for such Lands or Interests as shall be sold, or for such other Money as in such Receipt shall be expressed to be received; and such Person shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or other Money, or of any Part thereof.

Treasurer,
upon Pay-
ment of
Money, may
give Receipts.

CLV. And be it further enacted, That in all Conveyances to be made by the said Company under or in pursuance of this Act the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality and Nature of such Grantees Interest therein, and the Estate or Interest therein expressed to be thereby conveyed by or from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act or Default done by them, were at the Time of the Execution of such Conveyances seised or possessed of the Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be granted, free from Incumbrances done or occasioned by them, and that the Purchaser thereof, his Heirs and Assigns, Successors and Assigns, or Executors, Administrators, and Assigns (as the Case may be), shall quietly enjoy the same against the same Company and their Successors, and all claiming under them, and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance of such Premises by the said Company and their Successors, and all claiming under them, unless, except, and so far as the same shall be restrained and limited by express particular Words contained in such Conveyances; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest expressed to be conveyed, shall and may, in all Actions to be brought, assign Breach or Breaches thereupon as they might do in case such Covenants were expressly inserted in such Conveyances.

The Word
"grant" in
Conveyances
from the
Company to
amount to
certain Co-
venants.

CLVI. And

Company may raise an additional Sum, if necessary, by Mortgage.

CLVI. And be it further enacted, That when and so soon as One Half of the said Capital Sum of Ninety-one thousand and five hundred Pounds herein authorized to be raised by Subscription as herein-before mentioned shall have been actually raised and paid by the Subscribers thereof for the Purposes of this Act, it shall be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company or Directors, to borrow and take up at Interest any further or additional Sum of Money, not exceeding the Sum of Thirty thousand Pounds, in One or more Sum or Sums, on the Credit of the said Undertaking; and the Directors of the said Company, after an Order shall have been made for that Purpose as aforesaid, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and the Water Rents and other Sums to arise by virtue of this Act, or any Part thereof (the Costs and Charges of such Mortgage being paid by the said Company), as a Security for any such Monies to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Copy of the Order of a General or Special General Meeting of the said Company authorizing the borrowing of any such Sums of Money respectively, certified by the Clerk of the said Company to be a true Copy, shall be sufficient Evidence of the Money authorized to be raised by Subscription being insufficient for the Purposes of this Act, and of the making and Validity of the Order for raising such additional Sums of Money; and all such Mortgages, Assignments, and Charges shall be made under the Common Seal of the said Company, in the Words or to the Effect following, or with such Variation therein as the Circumstances of the Loan may render necessary; (that is to say,)

Form of Mortgage.

' The *Leeds* Waterworks Company.

' Number

' **BY** virtue of an Act passed in the _____ Year of the Reign of
 ' Her Majesty Queen *Victoria*, intituled [*here set forth the Title of the*
 ' *Act*], we, "The *Leeds* Waterworks Company," incorporated by the said
 ' Act, in consideration of the Sum of _____ Pounds to us in
 ' hand paid by *A.B.* of _____ do hereby assign unto the
 ' said *A.B.*, his Executors, Administrators, and Assigns, the said Under-
 ' taking, and all and singular the Water Rents and other Sums of Money
 ' arising by virtue of the said Act, and all the Estate, Right, Title, and
 ' Interest of the said Company in and to the same, to hold unto the said
 ' *A.B.*, his Executors, Administrators, and Assigns, until the said Sum of
 ' _____ Pounds, together with Interest for the same, after the
 ' Rate of _____ for every _____ for a Year, shall be fully
 ' paid and satisfied. Given under our Common Seal this _____
 ' Day of _____ in the Year of our Lord _____.'

And the respective Parties to whom such Mortgages or Assignments shall be made shall be entitled, one with the other, to their respective Proportions of the said Rents and Sums and Premises, according to the respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of Priority in the Date of any such Mortgage or Assignment, or on any other Account whatsoever; and an Entry or Memorial of such respective Mortgages or Assignments, containing the Numbers and Dates thereof, and the Names of the Parties (with their proper Additions) to whom the same shall have been made, and

and of the Sums borrowed, together with the Rate of Interest to be paid thereon respectively, shall, within Fourteen Days next after the Date thereof, be entered in some Book to be kept by the Clerk of the said Company, which said Book may be perused at all reasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, or other Persons interested therein, without Fee or Reward; and all Parties to whom any such Mortgage or Assignment shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer their respective Rights or Interests therein to any Person or Persons; and every Transfer thereof shall be by Deed, in which the Consideration for such Transfer shall be truly stated and specified, and may be in the Words or to the Effect following; (that is to say,)

Mortgages may be transferred.

‘ I *A. B.* of _____ in consideration of the Sum
 ‘ of _____ Pounds paid to me by *C. D.* of _____
 ‘ do hereby transfer to the said *C. D.*, his Executors, Administrators, and
 ‘ Assigns, a certain Mortgage, Number _____ made by “ The
 ‘ *Leeds Waterworks Company*,” to _____ bearing Date the
 ‘ _____ Day of _____ for securing the Sum of
 ‘ _____ Pounds and Interest, and all my Right, Estate, and
 ‘ Interest in and to the Money thereby secured, and in and to the Water
 ‘ Rents and Sums of Money and Property thereby assigned. Dated this
 ‘ _____ Day of _____ in the Year of our Lord _____.’

Form of Transfer of Mortgage.

And every such Transfer shall, within Twenty Days after the Date thereof, if executed in *Great Britain*, or otherwise within Twenty Days after the Arrival thereof in *Great Britain*, if executed elsewhere, be produced to the Clerk of the said Company, who shall cause an Entry or Memorial thereof to be made in the same Manner as of the original Mortgage or Assignment, for which the said Clerk shall be paid the Sum of Two Shillings and Sixpence; and after such Entry or Memorial made every Transfer shall entitle such Assignee, or his Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon; and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage so transferred, or any Sum of Money thereon due or thereby secured, or any Part thereof.

CLVII. And be it further enacted, That the Interest of the Money which shall be raised by Mortgage, Assignment, or Charge as aforesaid shall be paid half-yearly to the several Parties entitled thereto, and in preference to and before any Dividends payable by virtue of this Act to the Proprietors of the said Company; and in case such Interest or any Part thereof shall be unpaid for the Space of Three Calendar Months next after the same shall have become payable as aforesaid, and the same shall not be paid within Seven Days next after Demand thereof in Writing shall have been made of the said Company, it shall be lawful for any Two or more Justices of the Peace for the said Borough of *Leeds* or for the said West Riding of the County of *York*, and not being interested in the Matter in question, and they are hereby required, on Request to them made by or on behalf of any Mortgagee whose Interest shall be so in arrear, by an Order under their Hands to appoint some Person to receive the Whole or such Part of the said Water Rents and other Sums of Money authorized by the said Act to be paid to the said

Interest of Money borrowed to be paid in preference to Dividends.

Company for the Purpose of paying such Interest so remaining unpaid as aforesaid; and the Money so to be received by such Receiver is hereby declared to be so much Money received by or to the Use of the Party to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering and receiving the said Rents and Sums, shall be fully paid and satisfied; and after such Interest and Costs shall have been paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Interest so remaining unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of Her Majesty's Courts of Record at *Westminster*.

Creditors not to vote.

CLVIII. Provided always, and be it further enacted, That no Person to whom any such Mortgage or Assignment shall be made or transferred shall be deemed a Proprietor of any Share, or shall be capable of acting or voting as such at or taking any Part in the Proceedings of any Meeting of the said Company, by reason or on account of his having advanced any Money on such Mortgage or Assignment.

Directors empowered to stipulate Periods for Redemption of Money to be borrowed on Security of this Act.

CLIX. And be it further enacted, That when any Sum of Money shall be borrowed at Interest, pursuant to the Powers in that Behalf contained in this Act, it shall be lawful for the Directors of the said Company (if they shall in their Discretion think proper so to do) to fix a Period for the Repayment of the Principal Sum of Money so to be borrowed, with the Interest thereof, and in such Case the said Directors shall cause to be inserted in such Mortgage or Assignment the Time which shall be fixed or agreed upon for Repayment of the Principal Money thereby to be secured; and such Sum of Money, with all Arrears of Interest thereon, shall accordingly be paid, at the Time so to be fixed, to the Party who shall upon the Expiration of such Period be the Holder of or entitled to such Mortgage or Assignment, or his Nominee.

Holders of Mortgages for Money borrowed for unlimited Periods may demand Payment after Twelve Calendar Months from their Date.

CLX. And be it further enacted, That where no Time shall be fixed for the Repayment of any Sum of Money borrowed under the Authority of this Act, the Party entitled to any such Mortgage or Assignment may and he is hereby authorized to demand Payment of the Principal Monies thereby secured, with all Arrears of Interest, at the Expiration or at any Time after the Expiration of Twelve Calendar Months from the Date of such Mortgage or Assignment, upon giving Six Calendar Months Notice in Writing to the Clerk of the said Company for the Time being: Provided nevertheless, that the said Directors may at all Times pay off and discharge all such Mortgages or Assignments in which no Time shall be fixed for the Payment thereof, or of any Part of the Money thereby secured, on giving Six Calendar Months Notice thereof to the Party entitled to the same, or, in default thereof, in the *London Gazette* and in some Newspaper published in the said West Riding of the County of *York*; and at the Expiration of the said Six Calendar Months all Interest shall cease to be paid on the said Principal Money, unless the said Company shall, on Demand, make default in the Payment thereof in pursuance of such Notice.

For securing Repayment

CLXI. And be it further enacted, That in case of Nonpayment of any Principal Sum of Money which shall be secured by any such Mortgage or Assign-

Assignment as aforesaid by virtue of this Act, or of any Part of such Principal Money, at the Time when the same ought to be paid, and in case the same shall not be paid within Six Calendar Months next after the same shall be so payable as aforesaid, and after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace for the said Borough of *Leeds* or for the said West Riding of the County of *York*, and not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any One or more of the Parties entitled to any such Mortgages or Assignments as aforesaid, and to whom any Principal Sums of Money shall be then due thereon and unpaid, amounting together to the Sum of Three thousand Pounds, by an Order under their Hands to appoint some Person to receive the Whole or such Parts of the said Water Rents or Sums as are liable to pay such Principal Monies so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Corporation or Person to whom such Principal Money shall be due and on whose Behalf such Receiver shall have been appointed, until the same, together with the Costs and Charges of recovering and receiving the Rents or Sums, and all Interest due thereon, shall be fully satisfied and paid; and after such Principal, Interest, and Costs shall have been paid and satisfied, the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Principal Money so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of Her Majesty's Courts of Record at *Westminster*.

of principal Money borrowed.

CLXII. And be it further enacted, That in case the said Company shall raise the Whole or any Part of the said Principal Sum of Thirty thousand Pounds by Mortgage, Assignment, or Charge as aforesaid, and shall afterwards pay off all or any Part of the said Principal Sum, it shall be lawful for the said Company immediately or at any Time thereafter again to raise by such Mortgage, Assignment, or Charge as aforesaid, in lieu of the Principal Money so paid off by them, such Sum of Money as they shall from Time to Time have paid off, or any Part thereof, and so from Time to Time as often as the same shall happen; nevertheless the said Company shall not in any event borrow upon Mortgage, Assignment, or Charge as aforesaid more than the Principal Sum of Thirty thousand Pounds in the whole at any one Time on Mortgage or Assignment of or as a Charge upon the said Undertaking.

In case the Mortgages are paid off, Company may raise the Amount again.

CLXIII. And be it further enacted, That after Payment or Satisfaction of the Monies due from the said Company upon or by virtue of any Mortgage or Assignment made by them under the Powers of this Act, all the Estate, Property, Premises, Rights, and Interests by such Mortgage vested in the Mortgagee, his Successors, Heirs, Executors, Administrators, or Assigns, shall, without any Transfer or Reconveyance, or any other Act or Deed, immediately revert to and re-vest in the said Company.

Property to revert to the Company after Payment of Mortgage Debts.

CLXIV. And be it further enacted, That unless the said Company shall within the Space of Three Years, to be computed from the passing of this Act, agree for or cause to be valued and paid for, as in this Act is mentioned, the Lands which they are by this Act empowered to take or use, or

If Land not contracted for within Three Years, Power of other-

purchasing
to cease.

otherwise so much thereof as shall be by them deemed necessary for the Purposes of constructing the Works by this Act authorized, then and from thenceforth the Powers which are hereby granted to them for the compulsory taking or using such Lands shall cease and be utterly void.

If Works not
completed in
Five Years,
Powers to
cease, except
as to such
Part as shall
be com-
pleted.

CLXV. And be it further enacted, That in case the Works by this Act authorized shall not have been made and completed so as to answer the Objects of this Act (unless prevented by inevitable Accident) within the Space of Five Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Five Years all the Powers and Authorities given by this Act shall cease and determine, save only as to so much of the said Works as shall have been completed within the said Term, and as to such future Extension of the Mains, Pipes, and other Works of the said Company as may from Time to Time be necessary for supplying Water to any Houses, Streets, or Places within the Limits of this Act, other than those which previously to the Expiration of the said Term of Five Years shall have been supplied under or by virtue of the Powers herein contained.

If the Works
shall be
abandoned,
the Lands
shall vest in
the adjoining
Lands.

CLXVI. And be it further enacted, That if the said Works, or any of them, or any Part thereof respectively, shall at any Time hereafter be abandoned or given up by the said Company, or after the same shall have been completed shall for the Space of Five Years cease to be used and employed for the Purposes of this Act, then and in either of such Cases the Land so purchased or taken by the said Company for the Purposes of this Act, or otherwise the Parts thereof in, through, over, and upon which the said Works or any Part of such Works which shall be so abandoned or given up by the said Company shall pass or be situated, shall vest in the Owners for the Time being of the Land adjoining that which shall be so abandoned or given up, in manner following; (that is to say,) One Moiety thereof in the Owners of the Land on the one Side thereof, and the Remainder thereof in the Owners of the Land on the other Side thereof.

Power to the
Council of
the Borough
of Leeds to
purchase the
Waterworks.

CLXVII. And be it further enacted, That from and at any Time after the Expiration of Twelve Years, to be computed from the passing of this Act, it shall and may be lawful to and for the Council of the said Borough of Leeds to require and demand of the said Company to sell and dispose of to the said Council and their Successors, who are hereby authorized and empowered from Time to Time to purchase, all or any Part of the Shares of and in the said Joint Stock of the said Company, upon the Terms and Conditions and subject as herein-after mentioned; that is to say, that for every Share so to be purchased the said Council shall and they are hereby required to pay the full Amount of the Principal Money which shall have been paid and advanced in respect thereof, together with all Arrears, if any, which may at the Time of such Purchase be required to make up the Interest on every such purchased Share to the full Amount or Rate of Six Pounds *per Centum per Annum*, to be computed from the Time or respective Times of the original Advances made on such Shares respectively to the Time or respective Times when such Shares shall be respectively so purchased by the said Council; and for determining the Order in which the Shares of the several Proprietors of the said Joint Stock shall be so purchased by the said Council (in case there shall be
any

any Refusal on the Part of any of such Proprietors to sell and dispose of his Share therein), the said Council shall and they are hereby required from Time to Time to give to the said Company or to the Directors thereof Notice in Writing of the Amount or Number of Shares which such Council shall be desirous of purchasing, and the said Directors shall, within Twenty-one Days from the Delivery of such Notice, or within such further Time as shall be specified in such Notice (unless in the meantime a sufficient Number of Proprietors in the said Company shall signify to the said Directors their Willingness to sell the required Number of Shares), cause a List to be made of all the then existing Shares of the said Joint Stock, distinguishing the same by their appropriate Numbers, and shall at a Special Meeting of the said Directors to be called for that Purpose, not being later than Six Weeks from the Delivery of such Notice, fix and determine by Lot which of the said Shares to the Amount required in such Notice shall be sold to the said Council, and when the Shares to be sold from Time to Time shall have been so ascertained as aforesaid the Owners or Proprietors of the Shares so ascertained shall be bound and are hereby required to sell, assign, and transfer such Shares to the said Council upon the Terms and Conditions herein-before contained; and when and so soon as the said Council shall have purchased or shall otherwise have become the Proprietors of all the Shares in the said Joint Stock, then the said Company shall and they are hereby authorized, empowered, and required to convey and assure all and every the said Waterworks, Lands, Tenements, and Hereditaments, and all and every the Mains, Pipes, Reservoirs, and Aqueducts of every Kind and Description thereto belonging, and all and every the Sum and Sums of Money, Securities, Rents, Property, and Effects of or belonging or due or owing to the said Company, and all the Estate, Right, Title, Interest, Powers, Privileges, Liberties, Licences, Authorities, Benefit, Advantage, Claim, and Demand whatsoever of or belonging to the said Company as aforesaid therein or thereto, so far as the same shall then be subsisting and capable of being used and exercised in the Management of the said Waterworks, to the said Council and their Successors, who shall thenceforth and for ever thereafter hold, possess, and enjoy the same, and exercise all the Powers of this Act, for the Purposes and according to the true Intent and Meaning thereof, in as full and ample a Manner to all Intents and Purposes as the said Company could or might have exercised or enjoyed the same; and all and every the Powers, Provisions, Regulations, Matters, and Things in this Act contained for enabling the said Company to purchase, or for incapacitated and other Corporations or Persons to sell and convey, Lands or Hereditaments for the Purposes of this Act, shall extend and be applicable, as far as Circumstances will permit, to the purchasing, selling, assigning, and conveying of the said Waterworks and Hereditaments thereto belonging, and the several Shares of the respective Parties thereof and therein, and also the said Mains, Pipes, Reservoirs, and Aqueducts, Powers, Liberties, Licences, Authorities, and Premises herein mentioned or referred to, and shall or may be used and adopted accordingly: Provided always, that when and as the said Council shall have begun and proceeded with the Purchase of the said Shares, all and every the Sums of Money which shall be received by them as and for Dividends or Profits upon such Shares (over and above what may be necessary to discharge the Interest that may accrue on the Money to be borrowed by the said Council for the Purpose of enabling them to make such Purchase, and after providing

[Local.]

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viding

viding for Payment of all Expences) shall be appropriated to the Formation of a Fund of which a separate and distinct Account shall be kept, and which shall be from Time to Time applied towards the Purchase of the Remainder, if any, of the said Shares as aforesaid, and the Discharge of the Debt incurred by the said Council in raising such necessary Funds as aforesaid, and afterwards to the Discharge of all the remaining Debt owing in respect of the said Waterworks or secured thereon by virtue of this Act: Provided also, that when and so soon as all the said Shares shall have been purchased, and the Debt incurred by the said Council shall be discharged by the Means aforesaid, the Amount of the Rents charged to the said Inhabitants in respect of Water supplied through the said Waterworks shall be reduced in proportion to the Diminution of the annual Charge and Expences thereof, and thenceforth no greater Water Rents shall be charged to the said Inhabitants for the Supply of such Water than shall be sufficient to defray the annual Expences of maintaining the said Waterworks and the incidental current annual Expence of the same, and to augment and from Time to Time renew and continue the reserved Fund herein-before authorized to be raised for special and extraordinary Purposes, so that the same shall amount to Ten thousand Pounds and no more, the Rate of such Augmentation of the said reserved Fund not to exceed the Sum of Five hundred Pounds in any One Year, and such reserved Fund to be held and applied by the said Council in Trust for the Purposes of this Act, and for no other Use, Intent or Purpose whatsoever.

Enabling the Council of the Borough of Leeds to borrow Money for the Purchase of the Waterworks.

CLXVIII. And be it further enacted, That for the Purpose of better enabling the Council of the said Borough of *Leeds* and their Successors from Time to Time to raise the necessary Sums of Money for the Purchase of the said Shares and Interest of and in the said Waterworks and Undertaking (until the said Shares and Works shall be wholly purchased, conveyed, and assured, as herein-before provided for,) it shall and may be lawful to and for the said Council and their Successors from Time to Time to contract and agree with any Person or Persons for the Loan of and to borrow any Sum and Sums of Money, at such Rate of Interest as may be agreed upon between the said Council and any such Person or Persons, and thereupon to assign and transfer, or to authorize and require to be assigned and transferred, in such Manner and Form and upon such Terms and Conditions as the said Council and such Person or Persons shall or may from Time to Time agree upon, all or any of the Shares which shall be so purchased by the said Council under the Powers aforesaid to the Person or Persons who shall agree to advance and lend the said Monies or any Part thereof, as a Security to such Person or Persons for the Repayment of the said Principal Monies so to be advanced by him or them for the Purposes aforesaid and the Interest to become due thereon.

Saving Rights of Lords and Ladies of the Manor of Leeds.

CLXIX. And be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, and Authorities of the Lords and Ladies of the Manor of *Leeds* aforesaid.

Public Act.

CLXX. And be it further enacted, That this Act shall be deemed a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

The SCHEDULE to which the foregoing Act refers.

OWNERS.	OCCUPIERS.	DESCRIPTION OF PROPERTY.
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PARISH OF HAREWOOD.

Township of Alkwoodley.

George Lane Fox, Esquire | James Patterson - - - | Land, Beck, and Trees.

PARISH OF ADDLE-CUM-ECCUP.

Township of Addle.

William Thomas Carruthers, Esquire. | Charles Andrews, Michael Andrews, and Martin Moorhouse. | Land, Whin Cover, and Croft.

PARISH OF LEEDS.

Township of Chapel Allerton.

Christopher Beckett, Esquire | Himself - - - | Plantation and Beck.

PARISH OF LEEDS.

Township of Headingley-cum-Burley.

Henry Englefield, Esquire	Himself - - -	Land, Weetwood, a Wood.
Ditto - - -	William Scott - - -	Plantation.
Ditto - - -	Ditto - - -	Two Gardens and Outbuildings.
Ditto - - -	Ditto - - -	Land, Part of Garth or Garden.
Ditto - - -	Robert Oldman - - -	Land, Part of a Garden.
Samuel Mitchell - - -	John Sowden - - -	Garden, Homestead, and Land.
William Beckett, Esquire	Anthony Hutchinson - - -	Land, and Part Plantation.
Ditto - - -	Himself - - -	Land, and Part Plantation.
Earl of Cardigan - - -	William Scott - - -	Garden.
Ditto - - -	John Robinson - - -	Garden.
Ditto - - -	John Depledge - - -	Land, Garden.
John Marshall - - -	Mary Long, Elizabeth Thompson, and Fanny Thompson.	Garden Walls, Trees, and Shrubbery, and Land.
Ditto - - -	Ditto - - -	Part of Garden and Land.
Ditto - - -	Ditto - - -	Wall and Shrubbery.
Ditto - - -	Ditto - - -	Plantation and Land.
Ditto - - -	Ditto - - -	Coach-house and Stable.

OWNERS.	OCCUPIERS.	DESCRIPTION OF PROPERTY.
PARISH OF LEEDS.		
<i>Township of Headingley-cum-Burley—continued.</i>		
R. W. D. Thorpe, M.D.	William Dear denand himself.	Plantation, Road, and Garden.
Ditto - - -	Himself - - -	Land and Plantation.
Ditto - - -	Ditto and others -	Malkiln Lane, Occupation Road.
John Calvert - -	Thomas Charlesworth -	Plantation, Garden, Garden Wall, and Shrubbery.
George Bischoff, Esquire	John Kaye - -	Occupation Road, Land, and Garden.
Henry Fawcett, Esquire	John Atkinson and Sarah Walker.	Cowhouse, Stable, aud Fold Yard.
John Bellhouse - -	Himself and others -	One Privy, One Pig-cote, Two Coal-places, and Ashes-place.
Betty Ward - - -	Herself - - -	One Coal-place.
Hannah Wood - -	Herself, Robert Greenwood, and ——— Barker.	Stable, Coal-place, and Privy.
Widow Thompson -	Herself - - -	Stable.
John Bellhouse - -	William Field - - -	Cottage.
Ditto - - -	Ditto, and others -	Open Yard.

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