



### CHAPTER cxcii.

An Act to enable the Newcastle and Gateshead Water Company to construct additional works and raise additional capital; and for other purposes. [24th July 1876.]

A.D. 1876.

**W**HEREAS by "The Newcastle and Gateshead Waterworks Act, 1863," (in this Act referred to as the Act of 1863,) the Newcastle and Gateshead Water Company (in this Act called the Company) was incorporated and authorised to supply with water the borough and county of Newcastle-upon-Tyne, and the borough of Gateshead, and certain parishes and places adjacent thereto respectively, and for that purpose to raise a share capital of four hundred and ten thousand pounds, and to borrow on mortgage one hundred and two thousand five hundred pounds :

26 & 27 Vict.  
c. xxxiv.

And whereas by "The Newcastle and Gateshead Waterworks Act, 1866," (in this Act referred to as the Act of 1866,) the Company were authorised to execute additional works and to raise an additional share capital of fifty thousand pounds, and to borrow on mortgage twelve thousand five hundred pounds :

29 & 30 Vict.  
c. xlix.

And whereas by "The Newcastle and Gateshead Waterworks Act, 1870," (in this Act referred to as the Act of 1870,) the limits of supply were extended, and the Company were authorised to construct additional works, and raise an additional share capital of one hundred thousand pounds, and to borrow on mortgage twenty-five thousand pounds :

33 & 34 Vict.  
c. cxxiii.

And whereas the trade and population within the limits of the recited Acts have largely increased and are increasing, and it is expedient that the Company be empowered to construct additional reservoirs and works, and obtain a further supply of water :

And whereas it is expedient that the Company be authorised to lay and maintain a system of main, distributing, and service pipes for the supply of water for trade and manufacturing purposes separate from their system for the supply of water for domestic use :

A.D. 1876.

And whereas the Company have expended or are about to expend all the moneys they are authorised to raise, and it is expedient that they be authorised to raise additional share and loan capital for the purposes of this Act and for the general purposes of their undertaking :

And whereas it is expedient that the powers of the Company be in various respects enlarged, and that the Acts relating to the Company be extended and amended :

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

And whereas plans and sections showing the lines, situation, and levels of the intended works, and also a book of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes thereof, were duly deposited with the respective clerks of the peace for the counties of Northumberland and Durham, and are herein-after respectively referred to as the deposited plans, sections, and book of reference :

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

Short title.

1. This Act may be cited as "The Newcastle and Gateshead Waterworks Act, 1876."

Provisions  
of certain  
general Acts  
incorporated.

2. The following Acts and parts of Acts—

"The Lands Clauses Consolidation Acts, 1845, 1860, and 1869 ;"  
The provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the temporary occupation of lands near the railway during the construction thereof, so far as such lands belong or are reputed to belong to John Giffard Riddell as tenant for life ; and

"The Waterworks Clauses Acts, 1847 and 1863," so far as the same are applicable for the purposes of and not inconsistent with the provisions of this Act, are incorporated with and form part of this Act ;

And the provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following matters ; (that is to say,)

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

The payment of subscriptions and means of enforcing the payment of calls ;

A.D. 1876.

The forfeiture of shares for nonpayment of calls ;  
The remedies of the creditors of the Company against shareholders ;  
The consolidation of shares into stock ;  
The general meetings of the Company and the exercise of the right of voting by the shareholders (except section sixty-six, ordinary meetings to be held half-yearly) ;  
The making of dividends ;  
The borrowing of money by the Company on mortgage or bond ;  
The conversion of the borrowed money into capital ;  
The giving of notices ;  
The consolidation of shares into stock ; and  
The provision to be made for affording access to the special Act by all parties interested ;  
and Part I. (relating to cancellation and surrender of shares), Part II. (relating to additional capital), and Part III. (relating to debenture stock) of "The Companies Clauses Act, 1863," shall (subject to the provisions of this Act) extend and apply to the Company and the additional capital by this Act authorised to be raised.

3. In this Act terms to which meanings are assigned in Acts incorporated wholly or in part with this Act, or which have therein special meanings, have in this Act (unless varied thereby) the same respective meanings, and in this Act and (for the purposes of this Act) in Acts incorporated wholly or in part with this Act the expressions "superior courts," or "court of competent jurisdiction," or any other like expression, shall have effect as if the debt or demand with respect to which it is used were a common simple contract debt, and not a debt or demand created by statute.

Interpretation of terms.

In "The Railways Clauses Consolidation Act, 1845," for the purposes of this Act—

The expression "the railway" and "the centre of the railway" respectively mean the works and the boundaries of works by this Act authorised.

4. Subject to the provisions of this Act, the Company, in the lines and situations and upon the lands shown on the deposited plans, and according to the levels shown on the deposited sections, may make and maintain the reservoirs, aqueducts, conduits, tunnels, lines of pipes, extensions, deviations, alterations, diversions, and other works following shown on the deposited plans ; (that is to say,)

Power to construct works.

Number 1. A reservoir ("Upper Swinburn Reservoir") to be situate in the townships of Thockrington and Carrycoats in the parish of Thockrington, and in the township of Great

A.D. 1876.

Swinburn and Colwell (detached), in the parish of Chollerton, in the county of Northumberland, on the streams called Dryburn and Smallburn, the latter situate between Carrycoats Hall and North Heugh:

Number 2. A reservoir ("Little Swinburn Reservoir") to be situate in the township of Little Swinburn in the said parish of Chollerton, upon the stream called Dryburn:

Number 4. A reservoir ("West Hallington Reservoir") to be situate in the township of Great Swinburn and Colwell in the said parish of Chollerton, on the stream near Colwell called Smallburn, to the west of and immediately adjoining the westerly embankment of the existing Hallington Reservoir:

Number 5. An enlargement and extension of the existing Great Northern Reservoir, situate in the townships of Nesbitt and East Matfen in the parish of Stamfordham, and in the townships of Harlow Hill and Welton in the parish of Ovingham, in the said county of Northumberland, of the Company, by means of an addition to the existing embankment thereof, and by other works upon or near the site of the said reservoir, so as to raise the height of the present top-water level of such reservoir:

Number 6. A reservoir to be situate in the township of Heworth in the parish of Jarrow in the county of Durham, in the north-west corner and on part of the site of the existing reservoir belonging to the Company on Carr Hill, otherwise Carr's Hill, and adjoining Pottery Lane, known as Swan Pond:

Number 7. An aqueduct or conduit situate in the townships of Carrycoats in the parish of Thockrington, and in the township of Great Swinburn and Colwell (detached) in the said parish of Chollerton, to commence in the said township of Carrycoats at and in the stream called Dryburn, at or near to the said point of termination of the intended "Upper Swinburn Reservoir" firstly herein described, and to terminate in the said township of Great Swinburn and Colwell (detached) in the parish of Chollerton, in that stream four hundred and fifty yards, or thereabouts, measured in a straight line in a south-westerly direction from the ford crossing that stream on the road leading from Little Swinburn by Carrycoats Hall to Watling Street:

Number 8. A conduit or line of pipes in the said townships of Thockrington and Great Swinburn and Colwell (detached), to commence in the said township of Thockrington at a point where an imaginary line measured six hundred and twelve

yards, or thereabouts, in a straight line in a north-easterly direction from the ford crossing Dryburn on the road leading from Little Swinburn by Carrycoats Hall to Watling Street will intersect an imaginary line measured eight hundred and seventy-eight yards, or thereabouts, in a straight line in a southerly direction from the south-west corner of the most southerly building of the farm known as Hetchester, and to terminate in the said township of Thockrington in Dryburn at a point measured four hundred and fifty-three yards, or thereabouts, in a straight line in a south-westerly direction from the same ford :

Number 9. An aqueduct, tunnel, or conduit in the said township of Little Swinburn in the said parish of Chollerton, to commence in and out of the intended reservoir (" Little Swinburn Reservoir "), at or near to the easterly end of the embankment thereof, and to terminate by a junction with and at the commencement of the intended aqueduct tenthly herein described, at a point where an imaginary line measured two hundred and forty-nine yards, or thereabouts, in a northerly direction from the centre of the bridge over Dryburn called Woodford Bridge will intersect an imaginary line measured two hundred and sixty-two yards, or thereabouts, in a south-easterly direction from the centre of the road at the angle in the said road, the said angle being three hundred and seventy-eight yards, or thereabouts, measured in a north-westerly direction from the centre of Woodford Bridge along the said road :

Number 10. An aqueduct, tunnel, conduit, or line of pipes situate in the said townships of Little Swinburn and Great Swinburn and Colwell, to commence in the said township of Little Swinburn in and out of and from the termination of the said aqueduct Number 9, and to terminate in the said township of Great Swinburn and Colwell about two hundred and twenty-four yards north-east of the north-west corner of the intended West Hallington Reservoir :

Number 11. An aqueduct, conduit, or tunnel in the townships of East Matfen, Ouston, and Nesbitt in the said parish of Stamfordham, to commence in and out of the existing Whittle Dean Watercourse of the Company at or near the northerly end of the tunnel on the said watercourse near to the farm called Ouston Moor, and to terminate in the township of Nesbitt in the existing Great Northern Reservoir of the Company on the northerly side thereof at a point three hundred and fifty-six

A.D. 1876.  
—

yards, or thereabouts, measured in a westerly direction from the north-easterly corner of the boundary fence of the said reservoir :

Number 12. An aqueduct, conduit, or line of pipes situate in the townships of Horsley, Ovingham, Whittle, Spittal, Harlow Hill, and Welton, in the said parish of Ovingham, to commence in the township of Horsley in the parish of Ovingham, at the air vessel in the new engine-house at the pumping station of the Company at or near Wylam, and to terminate in the township of Harlow Hill in the parish of Ovingham, in the existing Great Southern Reservoir of the Company at Whittle Dean at or near the most easterly corner of that reservoir :

Number 13. A diversion in the township of Great Swinburn and Colwell (detached) in the said parish of Chollerton, and in the township of Thockrington in the said parish of Thockrington, of the public carriage-road leading from Watling Street by Carrycoats Hall to North Heugh, to commence at a point in the said township of Great Swinburn and Colwell (detached) in the said road sixty-six yards, or thereabouts, south-west of the ford across the said Dryburn, and to terminate in the said township of Thockrington in the said road ninety yards, or thereabouts, measured in a straight line in a north-easterly direction from the said ford :

Number 14. A diversion in the townships of Little Swinburn and Great Swinburn and Colwell (detached) in the said parish of Chollerton, and in the township of Thockrington in the said parish of Thockrington, of the said public carriage-road leading from Little Swinburn by Carrycoats Hall to Watling Street, to commence in the said township of Great Swinburn and Colwell (detached), at a point in the said road four hundred and eighty yards, or thereabouts, measured in a straight line in a north-westerly direction from the ford on the said road crossing Dryburn, and to terminate in the said township of Thockrington at a point in the said road eight hundred yards, or thereabouts, measured in a straight line in a south-easterly direction from the same ford :

Number 15. A diversion in the said township of Thockrington of a portion of the road from Thockrington leading to and joining at three hundred and forty-one yards, or thereabouts, south-east from the ford across Dryburn the road from Little Swinburn by Carrycoats Hall to Watling Street, such diversion to commence at a point in the said road to be diverted ninety yards, or thereabouts, measured in an easterly direction from

the junction of the said roads, and to terminate in the said road to be diverted three hundred and nineteen yards, or thereabouts, measured in an easterly direction from the said junction :

A.D. 1876.

Number 16. A diversion in the said township of Thockrington of a road to commence at the said junction of the road from Thockrington with the road from Little Swinburn by Carrycoats Hall to Watling Street, and to terminate in an existing road, being the first road north of the building called Short Knowes, leading to the west from the said road from Little Swinburn by Carrycoats Hall to Watling Street, at a point measured four hundred and eighteen yards, or thereabouts, in a westerly direction from the junction of the said last-mentioned roads :

Together with all needful cuts, adits, channels, tunnels, aqueducts, filter beds, sluices, bye-washes, weirs, gauges, tanks, reservoirs, banks, engines, machinery, apparatus, approaches, works, and conveniences in connexion with or ancillary or subsidiary to the several intended works; and may enter upon, take, and use such of the lands described in the deposited plans and book of reference, and any easement, right, or privilege in or over the same, as they require for the purposes of this Act; and may take, use, divert, and appropriate for the purposes of works authorised by this Act, and of the existing and authorised works of the Company, the following streams, (that is to say,) Dryburn, Smallburn (lying between Carrycoats Hall and North Heugh), Reed, Sike, Carryburn, and Smallburn near Colwell, and all other streams and waters shown on the deposited plans, or found in or under any of the lands for the time being belonging to the Company, and may stop up all roads and ways within the limits of deviation defined on the deposited plans which are shown thereon as intended to be stopped up, and may appropriate for the purposes of this Act the sites of the roads and ways so stopped up, so far as the same are bounded on both sides by lands of the Company, and may execute such works in the bed of the said stream Dryburn between the said reservoir Number 1, "Upper Swinburn Reservoir," and the southern side of the embankment of the said reservoir Number 2, "Little Swinburn Reservoir," as may be necessary to prevent the escape of water therefrom by reason of faults or fissures in the rocks therein: Provided always, that nothing in this Act contained shall authorise or be construed to authorise the Company to acquire or take any easement, right, or privilege beyond the limits of lateral deviation shown on the deposited plans and described in the deposited books of reference,

A.D. 1876. — nor to preclude the said John Giffard Riddell, his heirs, sequels in estate, and assigns, from executing any works necessary for the proper drainage of his estates.

As to compensation water.

5. For the protection of the said John Giffard Riddell, his heirs, sequels in estate, and assigns, all of whom are included under his name when used in this section, the following provisions shall have effect and be binding on the Company; namely,

The agreement dated the sixteenth day of May one thousand eight hundred and seventy-six, and made between the Company (signed on their behalf by David Darling Main, their secretary, and subsequently sealed by the Company,) of the one part, and the said John Giffard Riddell of the other part, so far as the same is set forth in the schedule to this Act, is hereby confirmed and made binding on all parties:

The Company shall during every day of twenty-four hours in every year deliver into the said stream called Dryburn at a point therein situate not more than ten yards (measured down the centre of that stream) from the foot of the outer slope of the embankment of reservoir Number 2, "Little Swinburn Reservoir," a quantity of water being not less than two hundred thousand gallons:

The said quantity of water shall be delivered at such times during the said twenty-four hours as the Company think fit, unless otherwise required by the said John Giffard Riddell, or his agent, in which case it shall be delivered, during each such day at such time or times (extending over a period of not less than six hours in the whole) as the said John Giffard Riddell shall from time to time by twelve hours previous notice in writing require, such notice to be delivered to or left at the residence of the officer or servant of the Company whose dwelling shall be nearest to Swinburn Castle:

The Company shall construct, and for ever thereafter maintain, a suitable measuring gauge over or through which the said quantity of compensation water shall flow or be discharged, and such other works as shall be necessary to carry into effect the provisions of this section, and the gauge and works shall be respectively open to the inspection and examination of the said John Giffard Riddell and his agents:

If at any time the gauge or any of the works shall be in an unfit state of repair or condition for the purposes for which they are intended, the same shall forthwith be put into a proper and efficient state of repair and condition by and at the expense of the Company, or, if they fail so to do within seven days after



notice given to them by the said John Giffard Riddell requiring them so to do, it shall be lawful for the said John Giffard Riddell to cause such repairs to be done and performed in connexion with the said gauge and works as shall be necessary for placing them in a proper and efficient state and condition, and to recover the expenses of such repairs, with full costs of suit, against the Company in any court of competent jurisdiction :

A.D. 1876.  
---

If any dispute arise as to the state of repair and condition of the said gauge and works, such dispute shall be determined by an engineer to be agreed upon between the parties, or, in case of difference, to be appointed by the clerk of the peace for the time being of the county of Northumberland :

The Company shall not divert or take any water from the said reservoir Number 2, unless and until they shall have made provision for affording the compensation water by this section required :

The said quantity of water shall, subject to the provisions of the agreement scheduled to and confirmed by this Act, be accepted and taken as full compensation for all water which the Company can collect or divert and impound by the works authorised by this Act.

6. In the construction of the works authorised by this Act, the Company may deviate laterally to any extent not exceeding the limits of the lateral deviation shown on the deposited plans, and where on any road no such limits are shown the boundaries of such road shall be deemed to be such limits, and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding in the case of reservoirs three feet upwards and five feet downwards, and in the case of all other works to any extent not exceeding ten feet ; but if it be found necessary or expedient in the construction of any of the reservoirs by this Act authorised to alter the situation of any embankment, they may within the limits of deviation in the construction thereof, and of the works connected therewith, deviate vertically from the levels of such embankments, reservoirs, and works to any extent not exceeding twenty feet ; provided that the Company shall not construct any embankment or wall of the said reservoirs of a greater height above the general surface of the ground than that shown on the deposited sections, and three feet in addition.

Limits of deviation.

7. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing thereof.

Period for compulsory purchase of lands.

A.D. 1876.

Period for  
completion  
of works.

8. If the foregoing works authorised by this Act are not completed within the periods herein-after mentioned; that is to say, the works Number 6 in section 4 of this Act within three years, the works Numbers 5, 2, 4, 9, and 10 in the said section within five years, and the remainder of the works authorised by this Act within ten years from the passing of this Act, then on the expiration of the said respective periods the powers by this Act granted to the Company for executing the same, or in relation thereto, shall as to the respective works to be executed within the respective periods aforesaid cease to be exercised, except as to so much thereof as is then completed; but nothing in this Act shall restrict the Company from extending, enlarging, altering, reconstructing, or removing any of their tanks, filters, tunnels, filter beds, engines, sluices, machinery, apparatus, mains, pipes, or other works or plant at any time and from time to time as occasion may require.

Company  
may lay  
separate  
pipes for  
trade supply.

9. The Company may, throughout the whole or any parts or part of the limits of their Acts, from time to time lay and maintain a system of main, distributing, and service pipes, with all necessary machinery and apparatus, for the supply of water for trade and manufacturing purposes only, separate and distinct from the system of main, distributing, and service pipes used for the supply of water for domestic purposes; but it shall be obligatory upon the Company on or before the end of the year one thousand eight hundred and seventy-eight to make and maintain or lay and maintain on each side of the River Tyne, so far as the respective municipal boroughs of Newcastle-on-Tyne and Gateshead border on the said river, one set of such main, distributing, and service pipes, with all necessary machinery and apparatus, for manufacturing purposes only, separate and distinct from the system of main, distributing, and service pipes used for the supply of water for domestic purposes; and where a separate system of pipes is made or laid within the said boroughs for trade purposes, a separate system shall also be laid and maintained for domestic purposes.

Company to  
have further  
powers to  
prevent pol-  
lution of  
their water.

10. For the purpose of the prevention of the pollution of streams, watercourses, and waters over which the Company have any powers of user, or in which they are for the time being interested, they shall have and may from time to time exercise such and the like powers as may for the time being be exercised by any sanitary or other authority under any enactment for the prevention of the pollution of any watercourse or water within their jurisdiction, and the provisions of such enactment shall extend and apply, mutatis mutandis, to the Company; but this section shall not apply to any waters within the tidal flow of the River Tyne.

**11.** For the purpose of preventing the waste, misuse, or undue consumption or contamination of the water of the Company, the following provision shall have effect; (namely,)

A.D. 1876.

For preventing waste of water.

No overflow or waste pipe other than a "warning pipe" shall be attached to any cistern supplied with water by the Company, and any such overflow or waste pipe existing at the passing of this Act shall be removed and a "warning pipe" substituted, or, at the option of the consumer, shall be converted into an efficient "warning pipe" within two calendar months next after the Company shall have given to the occupier of or left at the premises in which such cistern is situate a notice in writing requiring such alteration to be made.

In case of the failure of any person to remove such overflow or waste pipe and to substitute a "warning pipe" in lieu thereof, or to alter such overflow or waste pipes, the Company may, if they think fit, after twenty-four hours notice in writing, enter into and by and under the direction of their authorised officers remove and fix a "warning pipe" to such cistern, or alter any such overflow or waste pipe other than as aforesaid belonging to or used by any person supplied with water by them; and the power of entry given by section fifteen of "The Waterworks Clauses Act, 1863," and the provisions of that section relative thereto, shall extend and apply to entry for any of those purposes; and the expense of every such removal, replacement, or alteration shall be repaid to the Company by the person on whose credit the water is supplied, and may be recovered by them, with costs, as penalties are authorised to be recovered under "The Waterworks Clauses Act, 1847."

**12.** Any person who shall wilfully or negligently open or leave open any cock, valve, or tap, by reason whereof the water of or supplied by the Company shall be wasted, shall for every such offence be liable to a penalty not exceeding two pounds.

Penalty on persons wilfully, &c. turning on taps.

**13.** And whereas by section one hundred and four of the Act of 1863 it is provided that the Company shall not be compelled to provide a supply of water to a greater elevation than three hundred and eighty feet above the level of high-water mark at ordinary spring tides at Newcastle Bridge: And whereas that portion of the borough of Gateshead contiguous to the Carr's Hill Reservoir of the Company is above that level, and the mayor, aldermen, and burgesses of the said borough, in this section called the corporation, are desirous that such portion should be supplied with water, but the affording of such supply will compel the Company to provide special plant for that purpose, including among such plant a pump-

As to supply to Gateshead above the level of three hundred and eighty feet.

[Ch. cxcii.] *The Newcastle and Gateshead* [39 & 40 VICT.]  
*Waterworks Act, 1876.*

A.D. 1876. ing engine and other machinery, apparatus, mains, and pipes, and will thereby necessitate an outlay of capital by the Company which may not be remunerative : Therefore with respect to such supply the following provisions shall have effect ; (that is to say,)

The Company shall, upon the request of the corporation, provide and maintain the plant which may be necessary to afford, and thereupon shall afford, a supply of water for domestic purposes to that portion of the said borough which is contiguous to Carr's Hill Reservoir :

If in any year the aggregate amount of water rate payable to the Company in respect of such supply be not sufficient to repay them all the working expenses incurred during that year for the purpose of affording such supply (including the cost of maintaining the said plant), and in addition thereto to pay them ten pounds per centum per annum on the capital expended for such purpose, the corporation shall pay the Company the deficiency within twenty-one days after demand thereof, or, in case of dispute as to the amount thereof, within twenty-one days after the award of the arbitrator, and in default of such payment the sum so demanded or awarded (as the case may be) may be recovered by the Company from the corporation, with full costs of suit, in any court of competent jurisdiction :

Any moneys payable by the corporation under the provisions of this section shall be deemed to be expenses incurred by them in carrying into execution the Public Health Act, 1875 :

If any difference arise as to the carrying out of any of the provisions of this section, or with respect to any moneys to be paid thereunder, such difference shall be determined by an arbitrator to be agreed on between the Company and the corporation, or in default of agreement to be appointed on the application of either party by the Board of Trade, and such arbitrator shall have the power to call for the production of any documents in the possession of either party which he may think expedient for determining the question in dispute, and the costs of the arbitration shall be in his discretion.

Referee  
under sec. 58  
of Act of  
1863 to be  
appointed  
by Local  
Government  
Board.

14. From and after the passing of this Act, the power to appoint a referee under section fifty-eight (restrictions upon taking water from the River Tyne for domestic purposes) of the Act of 1863 shall be exercised by the Local Government Board instead of by the Board of Trade as in that section enacted.

Power to  
agree with  
local autho-

15. The Company may enter into and carry into effect agreements with any corporation, sanitary or local authorities, or any

waterworks companies, whether within or beyond the limits of the Company's Acts, for the supply by the Company to the agreeing authority or water company, as the case may be, of water in bulk, but it shall not be lawful for the Company to enter into any such agreements with any such corporations, sanitary or local authorities as aforesaid beyond the limits of the Company (save and except as authorised by section sixteen of "The Newcastle and Gateshead Waterworks Act, 1870,") without first obtaining the sanction in writing of the respective councils of the boroughs of Newcastle-on-Tyne and Gateshead.

A.D. 1876.

rities as to supply of water.

**16.** The Company may from time to time for the purposes of their undertaking acquire by agreement, in addition to lands which they are authorised to take by compulsion, any lands not exceeding in the whole fifty acres, but the Company shall not use any such land for any building purpose unconnected with the waterworks.

Power to take additional lands by agreement.

**17.** The Company shall effectually filter all water supplied for domestic purposes before the same shall pass into the pipes for distribution.

Company to filter water for domestic use.

**18.** Except in cases of accident to any of the Company's reservoirs or aqueducts, the Company shall before supplying water for domestic purposes from the River Tyne below the town of Hexham give to each of the councils of the boroughs of Newcastle-on-Tyne and Gateshead seven days written notice of the Company's intention to supply such water.

Notice to be given before supplying water for domestic purposes taken from Tyne below Hexham.

**19.** The council of the borough of Gateshead shall have the same powers and privileges as are conferred upon the council of the borough of Newcastle-on-Tyne by section thirty (Corporation of Newcastle to have access to Company's reservoirs for the purpose of measuring quantity of water stored therein) of "The Newcastle and Gateshead Waterworks Act, 1870," and for the purpose of ascertaining the quality of the water supplied by the Company for domestic purposes, each of the said councils shall have the same power of entering the Company's works for the purposes of obtaining samples of the Company's water as are by the said section conferred upon the council of the borough of Newcastle-upon-Tyne for measuring the quantity of the water, but so only that before any such samples are taken twenty-four hours notice in writing shall be given to the Company of the hour and places when and where such samples are intended to be taken.

Corporation of Gateshead to have access to Company's reservoirs.

**20.** The Company shall, at the beginning of each calendar month, supply each of the councils of the said boroughs of New-

Company to furnish to corporations

A.D. 1876.

monthly  
statement of  
stored water.

Power to  
take ease-  
ments.

Company  
may raise  
additional  
capital.

Shares not  
to vest until  
one-fifth part  
paid up.

As to votes  
of proprietors  
of such  
shares.

Limits of  
dividend on  
new capital.

castle-on-Tyne and Gateshead with a statement in writing of the quantity of water then in store in the Company's reservoirs.

**21.** Persons empowered by "The Lands Clauses Consolidation Act, 1845," or otherwise enabled to convey or release lands, may, subject to the provisions of that Act and of "The Lands Clauses Consolidation Acts Amendment Act, 1860," and of this Act, grant to the Company for the purposes of this Act any term, estate, easement, interest, right, or privilege (not being an easement of water) in, over, affecting, or belonging to such lands, at a yearly rent or otherwise, and the provisions of those Acts with respect to lands and rentcharges shall, so far as the same are applicable in this behalf, extend and apply to such grants, easements, rights, and privileges.

**22.** The Company may apply to the purposes of this Act any moneys they are authorised to raise and which they do not require for the purposes for which they were authorised to be raised, and may (subject to the provisions of Part II. of "The Companies Clauses Act, 1863"), for the purposes of this Act and for the general purposes of their undertaking, from time to time raise any additional capital, not exceeding in the whole three hundred and sixty thousand pounds, by the creation and issue at their option of new ordinary shares or stock, or new preference shares or stock, or wholly or partly by any one or more of those modes respectively, which shares or stock shall for all purposes form part of the general capital of the Company.

**23.** The Company shall not issue any shares created under the authority of this Act, nor shall any such share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

**24.** The proprietors of any shares or stock to be issued under the authority of this Act shall be entitled to such number of votes in respect thereof as the nominal amount represented thereby would have entitled them to if the same had been original shares or stock of the Company.

**25.** The Company shall not in respect of any year make out of their profits any larger dividend on the additional share capital to be raised under the powers of this Act than at the rate of seven pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as ordinary capital, or six pounds in respect of every one hundred pounds actually paid up of such

capital as shall be issued as preference capital, unless a larger dividend be at any time necessary to make up the deficiency of any previous dividend which shall have fallen short of the said sum of seven pounds per centum per annum. A.D. 1876.

26. In case the net revenues of the Company applicable to dividend shall in any year be insufficient to pay the full amount of the maximum dividend to which each class of ordinary stock or shares in the capital of the Company is entitled, a proportionate diminution shall be made for the time being in the rate of the dividend then to be paid in respect of each class. Dividends on different classes of stock or shares to be paid rateably.

27. The Company may, in respect of the additional capital of three hundred and sixty thousand pounds which they are by this Act authorised to raise, from time to time borrow on mortgage any sum not exceeding in the whole ninety thousand pounds; provided that in respect of every portion of one hundred and twenty thousand pounds of such additional capital issued and accepted, and one half whereof shall have been paid up by the Company, they may borrow a sum or sums not exceeding thirty thousand pounds, but no part of any of the before-mentioned sums shall be borrowed until shares for so much of the said portion as is to be raised by means of shares are issued and accepted, and one half of such portion is paid up, and the Company have proved to the justice who is to certify under the fortieth section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that shares for the whole of such portion have been issued and accepted, and that one half of such portion has been paid up, and that not less than one-fifth part of the amount of each separate share in such portion has been paid on account thereof before or at the time of the issue or acceptance thereof, and until stock for one half of so much of the said portion as is to be raised by means of stock is fully paid up, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares or stock, as the case may be, were issued and accepted and paid up bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also if the said capital is raised by shares, that such persons or corporations, or their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof. Power to borrow on mortgage.

28. Every provision with respect to the appointment of a receiver for enforcing payment by the Company of the arrears of Respecting existing provisions as to receiver.

A.D. 1876.

principal or interest, or principal and interest, contained in any Act passed before the present session of Parliament whereby the Company are authorised to borrow money, is hereby repealed, but without prejudice to any appointment which may have been made, or to the continuance of any proceedings pending at the passing of this Act under any such provision.

For appointment of receiver.

**29.** The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver; and in order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Existing mortgages to have priority.

**30.** All mortgages granted by the Company in pursuance of the powers of any Act of Parliament, and which shall be subsisting at the time of the passing hereof, shall, during the continuance of such mortgages, and subject to the provisions of the Acts under which such mortgages were respectively granted, have priority over any mortgages to be granted by virtue of this Act, but nothing in this section shall affect the priority of the interest of any debenture stock at any time created and issued by the Company.

Debenture stock.

**31.** The Company may create and issue debenture stock, subject to the provisions of Part III. of "The Companies Clauses Act, 1863;" but, notwithstanding anything therein contained, the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank *pari passu* with interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application of sums raised under this Act.

**32.** All and every part of the sums of money which the Company are by this Act authorised to raise by new shares or stock or by borrowing shall be applied only to the purposes of this Act and to the general purposes of their undertaking.

Expenses of Act.

**33.** All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.



The SCHEDULE referred to in the foregoing Act.

---

AN AGREEMENT made this sixteenth day of May one thousand eight hundred and seventy-six between the Newcastle and Gateshead Water Company, herein-after called "the Company," of the one part, and John Giffard Riddell, of Felton Park in the county of Northumberland, Esquire, of the other part.

A.D. 1876.

WHEREAS the Company is promoting a Bill in Parliament to enable the Company to construct additional works and raise additional capital, and for other purposes: And whereas the said John Giffard Riddell is tenant for life in possession of divers messuages, lands, tenements, and hereditaments in the parish of Chollerton in the county of Northumberland, and all such messuages, lands, tenements, and hereditaments are herein-after referred to as "the estate" or "the said estate" of the said John Giffard Riddell: And whereas it is proposed by the Company, under the powers of their said intended Act and of the Acts to be incorporated therewith, to take by agreement or compulsion parts of the said estate of the said John Giffard Riddell, and to make, construct, and execute divers reservoirs, aqueducts, and works thereon, and to take and use water from the streams, burns, and springs flowing through or arising in the estate of the said John Giffard Riddell; and the said John Giffard Riddell, considering that the said estate will be prejudiced by the intended purchases, works, and proceedings of the said Company, has been opposing their said Bill in Parliament, and has agreed to withdraw such opposition upon this present agreement being entered into between the said Company and himself: Now these presents witness, that, in consideration of the premises, the Company doth hereby agree with the said John Giffard Riddell and his heirs and assigns (including in the expression "heirs and assigns" all persons who may be or shall become entitled to or interested in the estate of the said John Giffard Riddell in remainder or reversion upon the estate, for life of the said John Giffard Riddell, or in possession after his decease, or otherwise); and the said John Giffard Riddell, so far as relates to his own acts, and so far, if at all, as he has or will have power under the said intended Act of Parliament, or the Acts to be incorporated therewith, or otherwise, to bind the said estate or the persons who may or shall become so entitled or interested as aforesaid, doth hereby agree with the Company as follows; (that is to say,)

1. The Company shall abandon and withdraw from the Bill the reservoir No. 3 ("Lower Swinburne Reservoir"), by the Bill proposed to be authorised to be constructed.

2. All aqueducts through the estate of the said John Giffard Riddell shall be sufficiently and completely covered over by the Company, and be for ever so maintained by the Company, at their own cost.

3. If and whenever the Company by any of their works or otherwise shall cut off, divert, or abstract the present or future supply for the time being of

A.D. 1876. — water to any farm, land, or tenement upon or part of the estate of the said John Giffard Riddell, so as to deprive such farm, land, or tenement of a sufficient supply of water for the use of such farm, land, or tenement, the Company shall at their own cost immediately provide and for ever thereafter furnish to such farm, land, or tenement, through sufficient conduits, pipes, or other channels, a sufficient and convenient supply of water for the use of the said farm, land, or tenement; and in case of disagreement as to any such cutting off, diversion, abstraction, or supply, the same and all matters connected therewith shall be determined and settled by arbitration in manner provided by "The Lands Clauses Consolidation Act, 1845," as to compensation, or any other matter thereby made referable to arbitration; and the costs of every such arbitration shall abide the event of such arbitration.

4. If it shall be practicable for water to flow by gravitation from any part of the proposed aqueduct No. 10 to Dovecot Field and Back Croft, parts of the estate of the said John Giffard Riddell, the Company at their own cost shall, immediately after the said aqueduct shall be completed, by proper conduit pipes or other channel supply and for ever maintain a sufficient supply of water from the said aqueduct to the said field and croft for the use of such fields, and for ever thereafter keep the said conduit pipes and channel in good repair.

5. If in consequence of any work or act of the Company the Fawcet Farm-house shall be rendered inconvenient for habitation and use, either by its severance from other parts of the farms, or from the lands left untaken by the Company out of the said farm being insufficient to constitute a farm, or by the diversions of the supply of water, or otherwise, so that it shall be expedient to abandon the same farm-house and to add such of the land held therewith as shall not be taken by the Company to another farm or other farms of the said estate, the Company shall make the said John Giffard Riddell, his heirs or assigns, full compensation for all loss which may be thereby occasioned, such compensation to be determined and settled in case of disagreement by arbitration in manner provided by "The Lands Clauses Consolidation Act, 1845," as to compensation, and the cost of such arbitration shall be borne by the Company.

6. The Company, within twelve calendar months after the completion of any reservoir or other open work upon any part of the said estate of the said John Giffard Riddell, shall at their own cost fence off such reservoir or other open work from the adjacent parts of the said estate, with a six-quarter dry stone wall, with a ten-inch coping, and for ever thereafter maintain the same in good and sufficient repair.

7. All timber and other trees on the land to be taken for the reservoir No. 4 ("West Hallington Reservoir"), proposed to be authorised by the Bill, shall remain the property of the said John Giffard Riddell, his heirs or assigns, and shall at the cost of the Company be felled by the Company and deposited on any part of the estate required by the said John Giffard Riddell, his heirs or assigns, not being more than one hundred yards from the outside of the Company's works of the last-mentioned reservoir.

8. The compensation for severance by the last-mentioned reservoir of that part of Fawcet Farm aforesaid, east of Crow Law Plantation and south of

the existing Hallington Reservoir, which will be isolated by the works of the Company, shall be fixed at the sum of one hundred and twenty-five pounds, which sum shall be paid by the Company when the severance takes place, and shall be expended by the said John Giffard Riddell, his heirs or assigns, in planting the said land so severed as aforesaid.

A.D. 1876.

9. When and so soon as the Company shall have completed the said aqueduct No. 10, and for ever thereafter the Company shall supply water for the general use of Swinburne Castle, and the outbuildings and appurtenances thereto, from the springs on Colwell and Little Swinburne farms rising north of the Blue Crag, by means of a service tank or reservoir on Colwell Farm, and of three-inch cast-iron flange pipes from such service tank or reservoir, with all requisite fittings, to Swinburne Castle aforesaid and the outbuildings and appurtenances thereto, such tank or reservoir, pipes, and fittings, and all works connected therewith, to be constructed, furnished, laid, and fixed at the cost of the Company.

10. The Company shall at their own cost, as soon as circumstances will admit, well and sufficiently cover over the conduit to be made for conveying the water from Dryburn below reservoir No. 2 ("Little Swinburne") to reservoir No. 4 ("West Hallington Reservoir"), so as to restore the surface of such conduit or aqueduct, as far as may be practicable, to the original level and condition of the land in which such conduit shall be made.

11. In any and every contract with and conveyance by the said John Giffard Riddell, his heirs or assigns, to the Company of any part or parts of the said estate, there shall be reserved to the said John Giffard Riddell, his heirs and assigns, in such manner and form as he or they shall reasonably require, exclusive right and liberty of fishing and shooting in or upon the lands contracted to be sold or conveyed, including as part of such lands any reservoir or part of a reservoir to be constructed thereon; save only that as to fishing the directors for the time being of the Company may personally exercise and enjoy such right; and also excepting and reserving unto the said John Giffard Riddell, his heirs and assigns, right and liberty to place and use a boat or boats on any and every such reservoir, from such place on the bank and in such manner as shall be approved of by the engineer for the time being of the Company, and to transport such boat or boats from the reservoir to and from any boat-house to be constructed by the said John Giffard Riddell, his heirs or assigns, upon his or their own lands at such convenient spot as may be agreed upon, but so, nevertheless, that the rights and liberties reserved as aforesaid be only exerciseable by the person or the visitors and family of the person who for the time being shall be the owner or occupier of the mansion house called Swinburne Castle, and by the servants for the time being in attendance on such persons, or any of them, and so that all persons exercising the said rights and liberties shall be subject to the provisions for guarding against fouling the water of the Company contained in "The Waterworks Clauses Act, 1864," and in any of the Company's Acts: Provided always, nevertheless, that the same rights and easements as are by this present clause agreed to be reserved to the said John Giffard Riddell, his heirs and assigns, may also be reserved in common with him and them to

A.D. 1876. William Henry Shafto, his heirs and assigns, in respect only of the said reservoir No. 1 ("Upper Swinburne Reservoir"), or of any reservoir to be hereafter substituted in lieu thereof or made in addition thereto.

12. In all contracts for the sale of and conveyances of lands for the sites for the aqueducts by the Bill proposed to be authorised there shall be reserved to the said John Giffard Riddell, his heirs and assigns, and to all persons authorised by him or them, power, with or without horses, cattle, vehicles loaded or unloaded, and animals of all kinds, for all purposes and at all times to pass and repass over the surface or coverings of the said aqueducts.

13. If in making any aqueduct, conduit, reservoir, or other work by the Bill proposed to be authorised on the said estate of the said John Giffard Riddell any drain shall be severed or otherwise interfered with, then and in such case, unless the Company shall take the water flowing through the upper part of the same drain for their own purposes, the Company shall at their own expense, and as soon as may be practicable, reconnect and completely reinstate such drain; and if the Company in the construction of any aqueduct, conduit, reservoir, or other work shall affect or interfere with the outfall of any drain or drains of the said estate, the Company shall at their own cost as soon as possible provide another sufficient outfall for the water from such drain or drains.

14. The said reservoir Number 4 ("West Hallington Reservoir"), or the site thereof, shall at the cost of the Company be effectually charged with the whole of the tithe rentcharge or rentcharges now apportioned upon the whole and every part of Fawcet Farm aforesaid, or any part or parts thereof, in exoneration of the other lands charged therewith, but in determining the price or compensation to be paid by the Company for the site of the same reservoir this exclusive charge thereon of the said tithe rentcharge or rentcharges shall be taken into consideration by the deducting from such price or compensation the value at thirty years purchase of so much of the said tithe rentcharge or rentcharges as between the site of the said reservoir and the residue of the said farm is or independently of this present provision would be a charge on the residue of the said farm.

15. The Company shall at their own cost so conduct and divert the spring rising on the site of the said reservoir Number 4 ("West Hallington Reservoir"), and now used by the tenant of Liddle Hall Farm, as that the tenant or tenants, occupier or occupiers, of such farm may hereafter have the same or as beneficial use of such spring as the present tenant of Liddle Hall Farm now has.

16. The Company may fill up, repair, and make good any faults or fissures in the channel of Dryburn between the reservoir Number 1, or any substituted or additional reservoir, and the southern side of the embankment of the intended Little Swinburne Reservoir Number 2.

17. This agreement is proposed and intended to be annexed as a schedule to the said intended Act, and shall be subject to any alterations which Parliament may think fit to make therein.

[39 & 40 VICT.] *The Newcastle and Gateshead* [Ch. cxcii.]  
*Waterworks Act, 1876.*

18. The works herein-before agreed to be made and constructed by the Company shall not be accepted and taken in lieu and satisfaction of works mentioned in or which may be required to be made or constructed under "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," "The Waterworks Clauses Consolidation Act, 1847," and the other general Acts, except so far as the works herein-before agreed to be made and constructed as are or are necessarily in substitution for works mentioned in or which may be required to be made or constructed under the said general Acts or any of them. A.D. 1876.

19. This agreement to be void if the Bill does not pass into law.

20. The Company at their own cost to construct and maintain a cart bridge and approaches across the upper part of the Little Swinburne or Number 2 reservoir, at a point to be determined upon by the said John Giffard Riddell, near the Little Swinburne farm buildings, and also to form a road from the west end of the said bridge to the road leading to "The Folly," and also to form a road for cattle along the embankment of the Little Swinburne or Number 2 reservoir, with proper approaches thereto, and gates in the fences of the Company; and as to such road along the said embankment, there shall be reserved to the said John Giffard Riddell, his heirs and assigns, and to all persons authorised by him or them, power, with or without animals of all kinds, for all purposes and at all times to pass and repass over such road; the Company also to give and maintain access for vehicles, loaded or unloaded, either by a bridge of stone or brick, or otherwise, from the severed land mentioned in clause 8 of this agreement to and from the land on the south belonging to the said John Giffard Riddell.

For the Newcastle and Gateshead Water Company,

D. D. MAIN,

Secretary.

JOHN GIFFARD RIDDELL.

Signed by the said David Darling Main  
and John Giffard Riddell in the  
presence of

RICHD. GIBSON, Solicitor,  
Hexham.

THO<sup>S</sup>. J. BEWICK, Civil Engineer,  
Haydon Bridge.

