CHAPTER cxxxi.

An Act for empowering the Corporation of the county borough of Birkenhead to obtain a supply of water from the Rivers Alwen and Brenig in the county of Denbigh and for other purposes. [9th August 1907.]

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WHEREAS in or about the year one thousand eight hundred and seventy-nine the waterworks undertaking of the Birkenhead Improvement Commissioners and their powers of supplying water within the townships of Birkenhead and Claughton-cum-Grange were transferred to and became vested in the mayor aldermen and burgesses of the borough (now the county borough) of Birkenhead (in this Act called "the Corporation"):

And whereas the Corporation had previously acquired the waterworks undertaking of the local board of Tranmere and their powers of supplying the township of Tranmere within the borough:

And whereas by the Birkenhead Corporation (Gas and Water) Act 1881 the Corporation were empowered to construct additional waterworks and to supply water throughout the borough except those parts which were within the limits of supply of the Wirral Waterworks Company that is to say the township of Oxton and part of the township of Higher Bebington:

And whereas by the Birkenhead Corporation Act 1890 the limits for the supply of water by the Corporation were extended so as to include the township of Bidston-cum-Ford in the county of Chester:

And whereas by the Birkenhead Corporation Act 1897 the five townships then within the borough (namely) Birkenhead Claughton-cum-Grange Oxton Tranmere and Rock Ferry were consolidated into one township called the township of Birkenhead

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and the former township of Oxton and that part of the township of Higher Bebington which had been incorporated with the borough are respectively coterminous with the Oxton and Bebington wards of the borough .and the inhabitants of the said wards are still supplied with water by the Wirral Waterworks Company and not by the Corporation:

And whereas the population of the borough (exclusive of Oxton and Bebington wards) and of the township of Bidston-cum-Ford is now estimated to exceed one hundred and ten thousand six hundred persons:

And whereas the water supply of the Corporation is derived from wells:

And whereas the Corporation having caused to be made a thorough investigation of their present resources and future needs have been advised that their existing sources of supply and waterworks will very shortly prove inadequate to meet the wants of the increasing population of the places within their limits of supply:

And whereas it would be of local and public advantage if the Corporation were empowered to obtain a supply of water from the Rivers Alwen and Brenig and their tributaries in the county of Denbigh and for that purpose to acquire the lands and construct and maintain the waterworks and other works in this Act mentioned:

And whereas it is expedient that the Corporation should be authorised to supply water by agreement in bulk to any council or other local authority company or person as provided by this Act:

And whereas plans and sections showing the lines situation and levels of the works authorised by this Act and plans of the lands by this Act authorised to be acquired and books of reference containing the names of the owners or reputed owners and lessees or reputed lessees and occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the respective clerks of the peace for the counties of Denbigh Merioneth Flint and Chester and are in this Act respectively referred to as the deposited plans sections and books of reference:

And whereas estimates have been prepared by the Corporation for the purchase of lands and for the execution of the said works and the total amount which will or may be ultimately required for

those purposes and the extension of mains and other waterworks purposes is the sum of one million three hundred and forty thousand pounds and those works are permanent works and it is expedient that the cost thereof should be spread over a term of years:

And whereas it is expedient to authorise the Corporation to raise that sum by the creation and issue of Birkenhead Corporation stock or by mortgage and to make such provisions relative thereto as this Act contains:

And whereas having regard to the fact that the charges made by the Wirral Waterworks Company for water supplied by them within the Oxton and Bebington wards are higher than the charges made by the Corporation for water supplied by them within the other parts of the borough and to the fact that the company will continue to supply water within the said wards it is expedient that such deduction or rebate be allowed in respect of all general district rates leviable in the said wards as in this Act mentioned:

And whereas it is expedient to amend section 53 of the Birkenhead Corporation (Gas and Water) Act 1881 and section 199 of the Birkenhead Corporation Act 1881 and to make other provision as to the amount of water to be supplied by the Corporation to the London and North Western Railway Company and to the Great Western Railway Company under certain existing agreements:

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

And whereas an absolute majority of the whole number of the council at a meeting held on the twenty-sixth day of October one thousand nine hundred and six after ten clear days' notice by public advertisement of such meeting and of the purpose thereof in the Birkenhead News a local newspaper published and circulating in the borough such notice being in addition to the ordinary notices required for summoning such meeting resolved that the expense in relation to promoting the Bill for this Act should be defrayed out of money to be borrowed on the security of the borough fund borough rate the revenue of the water undertaking or other the public funds or rates now under the control of or hereafter to accrue to the council:

And whereas such resolution was published twice in the Birkenhead News a newspaper published and circulating in the district and has received the approval of the Local Government Board:

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

And whereas in relation to the promotion of the Bill for this Act the requirements contained in the First Schedule of the Borough Funds Act 1903 have been observed:

May it therefore please Your Majesty that it may be enacted and be it enacted by the King'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):—

PRELIMINARY.

Short title.

1. This Act may be cited as the Birkenhead Corporation Water Act 1907.

Incorporation of general Acts.

2. The following Acts and parts of Acts so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act are hereby incorporated with and form part of this Act:—

The Lands Clauses Acts (except section 127 of the Lands Clauses Consolidation Act 1845):

The Waterworks Clauses Act 1847 (except the words "with "the consent in writing of the owner or reputed owner "of any such house or of the agent of such owner" in section 44 and except sections 72 to 82) with respect to the amount of profit to be received by the undertakers when the waterworks are carried on for their benefit and except section 83 of that Act:

The Waterworks Clauses Act 1863:

The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary use of lands near the railway during the construction thereof.

Interpretation.

3. Words and expressions to which meanings are assigned by the Birkenhead Corporation (Gas and Water) Act 1881 or by the Acts wholly or partially incorporated with this Act have in this Act unless the context otherwise requires the same respective meanings.

The expression "fishery board" means the board of conservators constituted under the Salmon and Freshwater Fisheries Acts 1861 to 1892 or any Act amending the same for the fishery district of the River Dee.

Lands.

Power to acquire lands.

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

Correction of errors &c. in deposited plans and books of reference.

5. If any omission mis-statement or wrong description shall have been made of any lands or of the owners lessees or occupiers of any lands delineated on the deposited plans or described in the deposited books of reference the Corporation after giving ten days' notice to the owners lessees and occupiers of the lands affected by such proposed correction may apply to any two justices of the county in which the lands are situate for the correction thereof.

If it appears to such justices that such omission mis-statement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of any such omission mis-statement or wrong description and the certificate with the other documents to which it relates shall be deposited with the clerk of the peace for the county where such lands are situate and with the town clerk.

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

Power to acquire easements only.

6. The Corporation may in lieu of acquiring any lands for the purpose of any aqueducts conduits or lines of pipes by this Act authorised acquire such easements and rights in such lands as they may require for the purpose of constructing placing laying inspecting maintaining cleansing repairing or managing the same and may give notice to treat in respect of such easements and rights and may in such notice describe the nature thereof and the several provisions of the Lands Clauses Acts (inclusive of those with regard to limited owners and to arbitration and the

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summoning of a jury) shall apply to such easements and rights as fully as if the same were lands within the meaning of those Acts Provided that as regards any lands taken or used by the Corporation for the purpose of laying aqueducts conduits or pipes where such aqueducts conduits or pipes are laid underground the Corporation shall not (unless they give notice to treat for such lands and not merely for easements therein) be required or entitled to fence off or sever such lands from the adjoining lands but the owners or occupiers for the time being shall at all times after the completion of the works have the same rights of passing over such lands for all purposes of or connected with the use or enjoyment of the adjoining lands as if such lands had not been taken or used by the Corporation Provided further that nothing herein contained shall authorise the Corporation to acquire by compulsion any such easement in any case in which the owner in his particulars of claim shall require the Corporation to acquire the lands in respect of which they have given notice to treat for the acquisition of an easement only and every notice to treat for the acquisition of an easement shall be endorsed with notice of this proviso.

Power of persons under disability to grant easements &c.

7. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Corporation any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Period for compulsory purchase of lands.

8. The powers of the Corporation for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of five years from the passing of this Act.

Owners may be required to sell parts only of certain premises.

9. And whereas in the construction of the works hereby authorised or otherwise in exercise of the powers of this Act it may happen that a portion only of the premises numbered 17 on the deposited plans in the parish of Mold Urban may be sufficient for the purposes of the same and that such portion may be severed from the remainder of the said premises without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the said premises may if such portion can

in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such premises without material detriment thereto be required to sell and convey to the Corporation the portion only of the premises so required without the Corporation being obliged or compellable to purchase the whole or any greater portion thereof the Corporation paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

Power to purchase additional lands by agreement.

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

Power to hold lands for protection of waterworks.

11. The Corporation may hold any lands acquired by them under the powers of this Act which they may deem necessary for the purpose of protecting their waterworks against pollution fouling and contamination and so long as such necessity shall continue such lands shall not be deemed to be superfluous lands within the meaning of this Act or the Lands Clauses Acts respectively but the Corporation shall not create or permit a nuisance on any such lands and shall not erect any buildings thereon other than offices and dwellings for persons in their employment or such buildings and works as may be incident to or connected with their water undertaking.

Power to agree as to drainage of lands &c.

12. The Corporation may make and carry into effect agreements with the owners lessees or occupiers of any lands within the drainage area of the reservoirs and works by this Act authorised with reference to the execution by the Corporation or such owners lessees or occupiers of such works as may be necessary for the purpose of draining such lands or any of them or for more effectually collecting conveying and preserving the purity of the waters by this Act authorised to be diverted collected and appropriated by the Corporation flowing to upon or from such lands directly or derivatively into such reservoirs and works and such

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owners lessees or occupiers are hereby respectively authorised to enter into such agreements accordingly.

Reservation of water rights &c. on sale.

13. The Corporation may subject to the provisions of the Lands Clauses Acts sell any lands acquired for or in connection with their water undertaking and not required for that purpose and on any such sale may reserve to themselves all or any part of the water rights or other easements belonging thereto and may make the sale subject to such reservations accordingly and may also make any such sale subject to such other reservations special conditions restrictions and provisions with respect to use of water exercise of noxious trades or discharge or deposit of manure sewage or other impure matter and otherwise as they may think fit.

WORKS.

Power to make works.

14. Subject to the provisions of this Act the Corporation may in the counties of Denbigh Merioneth Flint and Chester and in the lines and situation and upon the lands delineated on the deposited plans and described in the deposited books of reference make and maintain the following works shown on the deposited plans and sections (that is to say):—

In the county of Denbigh—

Work No. 1 An impounding reservoir to be called the Alwen Reservoir situate in the parishes of Cerrig-y-druidion Pentrefoelas Nantglyn in the rural district of Ruthin and Bylchau to be formed by means of a dam across the river known as Afon Alwen:

Work No. 2 An impounding reservoir to be called the Brenig Reservoir situate in the parishes of Cerrig-y-druidion Nantglyn Llanrhaiadr-yn-Cinmerch Rural and Gyffylliog to be formed by means of two dams to be called the main dam and the subsidiary dam respectively:

Work No. 4 A road situate wholly in the parish of Cerrig-y-druidion commencing by a junction with the existing road leading from Cerrig-y-druidion to the bridge known as Pont-yr-Alwen and terminating at or near the aforesaid Alwen dam (Work No. 1):

Work No. 5 A road diversion situate in the parishes of Cerrig-y-druidion and Nantglyn commencing in the parish of Cerrig-y-druidion by a junction with the existing road

between Cerrig-y-druidion and Denbigh and terminating in the parish of Nantglyn by a junction with the aforesaid road:

Work No. 8 An aqueduct (No. 1) situate wholly in the parish of Cerrig-y-druidion consisting of a line or lines of pipes or other conduit or conduits commencing at or in the aforesaid intended Alwen Reservoir (Work No. 1) and terminating at a point twenty-one chains or thereabouts measured in a north-westerly direction from the northernmost corner of the farmhouse known as Pentre-draw:

Work No. 9 An aqueduct (No. 2) situate wholly in the parishes of Cerrig-y-druidion and Gyffylliog consisting of a line or lines of pipes or other conduit or conduits commencing at or in the aforesaid Brenig Reservoir (Work No. 2) and terminating by a junction with the aforesaid Aqueduct No. 1 (Work No. 8) at the aforesaid termination thereof.

In the counties of Denbigh and Merioneth—

Work No. 10 An aqueduct (No. 3) consisting of a line or lines of pipes commencing at the termination of the aforesaid Aqueducts Nos. 1 and 2 (Works Nos. 8 and 9) in the parish of Cerrig-y-druidion and terminating at or in the intended Clawdd-newydd tank (Work No. 11) hereinafter described in the parish of Derwen:

Work No. 11 A reservoir or tanks to be called the Clawdd-newydd tanks situate wholly in the parish of Derwen such reservoir or tanks being at a distance of eleven chains or thereabouts measured in a south-easterly direction from the south-east corner of the dwelling-house known as Ty'n-yr-erw and twelve chains or thereabouts measured in a westerly direction from the western corner of the dwelling-house known as Sarnau shown on the $\frac{1}{2500}$ Ordnance map of Denbighshire (second edition 1900) sheet No. XXVI–5:

Work No. 12 An aqueduct (No. 4) consisting of a line or lines of pipes commencing at or in the aforesaid Clawdd-newydd tank (Work No. 11) in the parish of Derwen and terminating in the parish of Llanrhydd Rural in the rural district of Ruthin at a point twelve chains or thereabouts measured in a north-easterly direction from the north-east corner of the farmhouse known as Pen-yr-allt:

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Work No. 13 A tunnel or culvert wholly in the parishes of Llanbedr-Dyffryn-Clwyd and Llanrhydd Rural commencing in the said parish of Llanrhydd Rural by a junction with the last aforesaid Aqueduct No. 4 (Work No. 12) at the termination thereof and terminating in the said parish of Llanrhydd Rural at a point two chains or thereabouts measured in a northerly direction from the north-western corner of the farmhouse known as Bwlchuchaf.

In the counties of Denbigh and Flint—

Work No. 14 An aqueduct (No. 5) consisting of a line or lines of pipes commencing by a junction with the termination of the last aforesaid Work No. 13 and terminating at or in the intended Mount Pleasant Reservoir or tanks (Work No. 15) hereinafter described in the parish of Northop in the county of Flint.

In the county of Flint—

Work No. 15 A reservoir or tanks (to be called the Mount Pleasant tanks) situated in Enclosures Nos. 1753 and 399 in the parish of Northop shown on the $\frac{1}{2500}$ Ordnance map of Flintshire sheet XIII–4 (second edition 1899).

In the counties of Flint and Chester—

Work No. 16 An aqueduct (No. 6) consisting of one or more lines of pipes commencing at or in the intended Mount Pleasant tanks (Work No. 15) hereinbefore described and terminating at or in the intended Cross Hill tank (Work No. 17) hereinafter described in the parish of Thingwall in the county of Chester.

In the county of Chester—

Work No. 17 A reservoir or tanks to be called the Cross Hill tanks situate wholly in the parish of Thingwall in the rural district of Wirral at a distance of twenty-two chains or thereabouts measured in a southerly direction from the southernmost house in the village of Thingwall:

Work No. 18 An aqueduct (No. 7) consisting of one or more lines of pipes commencing at or in the intended Cross Hill tanks hereinbefore described (Work No. 17) and terminating at or near the existing service reservoir of the Birkenhead Corporation at Flaybrick Hill in the county borough of Birkenhead.

Power to make subsidiary works.

15. The Corporation in addition to the foregoing works may upon any lands for the time being belonging to them make and maintain all such cuts channels catchwaters tunnels adits mains pipes conduits culverts drains sluices bye-washes shafts wells bores water-towers overflows waste-water channels gauges filter-beds tanks banks walls bridges embankments piers approaches engines machinery and appliances as may be necessary or convenient in connection with or subsidiary to the before-mentioned works or any or either of them but nothing in this section shall exonerate the Corporation from any action indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them.

New works to form part of existing undertaking.

16. Subject to the provisions of this Act the waterworks to be constructed under the authority of this Act shall for all purposes whatsoever inclusive of water rents and charges be deemed part of the existing water undertaking of the Corporation and the enactments relating to water of the Birkenhead Corporation (Gas and Water) Act 1881 and of the Birkenhead Corporation Acts 1881 to 1902 shall be read and apply accordingly.

Power to deviate.

17. Subject to the provisions of this Act the Corporation may in the construction of the works by this Act authorised deviate from the lines or positions thereof as shown on the deposited plans relating thereto to any extent within the limits of deviation defined on those plans and where the line of any work is shown on those plans as passing along any road and no limits of lateral deviation are marked on the deposited plans the Corporation may in making such work deviate laterally to any extent within the boundaries of such road and the Corporation may also deviate from the levels of the works by this Act authorised as delineated on the deposited sections to any extent not exceeding three feet upwards and to any extent downwards:

Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade:

Provided also that if it be found necessary or expedient in the construction of either of the reservoirs by this Act authorised to alter the situation of any dam the Corporation may construct such dam of the height shown on the deposited sections and in addition of a height not exceeding three feet above the general surface of the ground whereon such dam is constructed:

Provided further that in regard to any line of pipes the Corporation may deviate from the levels to any extent not

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exceeding eight feet upwards if such deviation do not cause any part of the line of pipes to be raised above the surface of the ground.

Time for completion of Alwen Reservoir &c.

18. If the Alwen Reservoir by this Act authorised and the first line of pipes with the accessory tanks and tunnel for conveying water to the borough are not completed within ten years from the passing of this Act then on the expiration of that period the powers by this Act granted for the making thereof or otherwise in relation thereto shall cease except as to so much thereof as shall then have been completed.

Temporary occupation of lands during construction of works.

19. For the purposes of this Act in the interpretation of the provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof which are incorporated with this Act the expression "the company" shall mean the Corporation and the expression "the railway" shall include all the works authorised by this Act and expressions referring to the centre of the railway shall mean in the case of the aqueducts conduits catchwaters or lines of pipes authorised by this Act the centre lines thereof respectively and in the case of the reservoirs and service tanks and the works immediately connected therewith authorised by this Act the boundaries thereof respectively and for the purposes of section 32 of that Act the prescribed limits shall be fifty yards in respect of the said reservoirs and ten yards in respect of other works.

Temporary discharge of water into streams.

20. For the purpose of constructing or repairing any works by this Act authorised or of sinking any well or shaft or executing any necessary work of repair or of emptying cleansing or examining any reservoir aqueduct conduit catchwater line of pipes service tank or other work by this Act authorised the Corporation may cause the water in any such well shaft reservoir aqueduct conduit catchwater line of pipes service tank or other work to be temporarily diverted into any available stream or watercourse.

In the exercise of the power conferred by this section the Corporation shall do as little damage as may be and shall make full compensation to all persons for all damage sustained by them by reason or in consequence of the exercise of such power the amount of such compensation to be settled in case of difference by arbitration under and pursuant to the provisions of the Arbitration Act 1889.

Maintenance of substituted roads.

21. Where any new road has been constructed by the Corporation under the authority of this Act in substitution for an

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

Stopping up roads in case of diversion.

22. Where this Act authorises the diversion of a road and the stopping up of an existing road or portion thereof such stopping up shall not take place until two justices shall have certified that the new road has been completed to their satisfaction and is open for public use.

Before applying to the justices for their certificate the Corporation shall give to the road authority of the district in which the existing road is situate seven days' notice in writing of their intention to apply for the same.

As from the date of the said certificate all rights of way over or along the existing road or portion shall be extinguished and the Corporation may subject to the provisions of section 18 of the Waterworks Clauses Act 1847 with respect to mines and minerals lying under any land purchased by them for the purposes of this Act appropriate and use for the purposes of their undertaking the site of the portion of road stopped up as far as the same is bounded on both sides by lands of the Corporation:

Provided that the Corporation shall make full compensation to all parties interested in respect of any private rights of way extinguished by this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

For prevention of interruption to passage of mails between Ruthin and Mold.

23. Notwithstanding anything contained in this Act the Corporation shall in the execution of the works authorised by this Act make arrangements to the satisfaction of the Postmaster-General in connection with the opening and breaking up of the road between Ruthin and Mold along which His Majesty's mails are conveyed so as to prevent obstruction or delay in the conveyance of His Majesty's mails along the said road.

For protection of waters of River Ystrad.

24. Nothing in this Act contained shall authorise the Corporation to abstract divert or take any water now flowing into or through the cut or intercepting drain as at present existing from

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the Afon Fechan stream near Pant-y-maen into the River Ystrad or to do any act whereby the present flow of water from any source into the Ystrad River may be diminished or which may affect the rights of the riparian owners on the said river at all times to cleanse and repair such cut or drain or of their free access thereto for such purposes.

For protection of county council of county palatine of Chester.

25. The following provisions for the protection of the county council of the county palatine of Chester (in this section called "the county council") and the inhabitants of the said county shall unless otherwise agreed in writing between the county council and the Corporation apply and have effect:—

(1) The Corporation when they have acquired the land necessary for the construction of the Cross Hill tanks (Work No. 17) shall give up and dedicate as part of the main road leading from Gayton to Woodchurch so much of the frontage of the said land as shall lie to the eastward of an imaginary line drawn on the said land parallel to and at a distance of twenty-two and a half feet from the centre line of such main road:

(2) The aqueduct to be laid by the Corporation in or along any main road vested in the county council shall not consist of more than three lines of pipes and each such line of pipes shall unless otherwise agreed be laid between two feet six inches and three feet measured from the surface of the ground to the highest parts of such pipes and shall including all works in connection therewith or incidental thereto be executed at the expense of the Corporation and under the superintendence if the same be given and to the reasonable satisfaction of the surveyor of the county council or such other person as they may appoint for the purpose and in accordance with sections and plans to be reasonably approved of by him in writing before the commencement of any such work and the Corporation shall in executing any such work conform to all the reasonable requirements of the said surveyor or such other person as aforesaid and shall pay to the county council the reasonable costs in relation to such superintendence approval and requirement Provided that if the said surveyor or other person as aforesaid shall not within twenty-eight days after the same shall have been submitted so express his approval or disapproval

thereof or signify his requirements in relation thereto he shall be deemed to have approved thereof and the Corporation may forthwith proceed to execute the works specified and further that if he shall express his disapproval thereof such works shall in case of difference be constructed in accordance with plans and sections to be approved by the engineer appointed in manner hereinafter provided Provided that where the carriageway of any such main road shall at any point be less than twenty-five feet in width the space to be occupied by the aqueduct shall not exceed ten feet in width at such point:

(3) The works shall be executed so as not to stop or unreasonably impede or interfere with the traffic over or along any main road or county bridge or any approaches thereto repairable or under the control of or vested in the county council:

(4) In laying the aqueduct under the stream crossed by Barnston county bridge the Corporation shall not in any way interfere with the structure or foundations of the said bridge and shall lay such aqueduct on the east side of the said bridge and at least three yards clear of the foundations on that side:

(5) The Corporation shall during the progress of the works take all necessary steps at their own expense for protecting the public using any main road from injury and shall indemnify the county council against all costs losses or damages that may be incurred or suffered consequent upon their neglect or omission to provide such protection:

(6) The Corporation shall make full compensation to the county council for all damage injury losses and expenses whatsoever which may from time to time be incurred or suffered by reason or in consequence of the leaking bursting or giving way of any of the works by this Act authorised:

(7) On completion of the works the Corporation shall restore and reinstate any main road in accordance with the specification dated the third day of May one thousand nine hundred and seven and signed by George Frederick Deacon and Harry Freestone Bull and on such reinstatement of such road to the reasonable

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satisfaction of the said surveyor the Corporation shall keep such road in repair as provided by the Waterworks Clauses Act 1847 and if the Corporation shall make default in so doing the county council may at the expense of the Corporation carry out such works:

(8) The Corporation shall on demand pay to the county council the reasonable costs which the county council may incur in the repair and reinstatement to its former condition of so much of any main road upon or in which the aqueduct is laid as may be injured or damaged by traction engines or other vehicular traffic of an extraordinary nature or of excessive weights or by reason of the traffic being concentrated thereon during the construction alteration or repair of the works by this Act authorised:

(9) The county council shall not except in case of their negligence be liable for any claim for damages in respect of any injury which may be caused to any aqueduct belonging to the Corporation through the reasonable and proper use by the county council of a steam or other roller upon any main road:

(10) Notwithstanding anything in this Act contained it shall be lawful for the county council at any time or times and except in case of emergency after three months' notice in writing to the Corporation to divert improve widen or reconstruct any main road and also to remove alter widen or rebuild any county bridge or the approaches thereto in alongside or near to which any such aqueduct is carried in the same manner as they might have diverted improved removed altered widened reconstructed or rebuilt any such main road or bridge or the approaches thereto if this Act had not been passed and such aqueduct had not been constructed or laid in alongside or near to such main road or bridge respectively without making any compensation to the Corporation for any expense or loss to which the Corporation may be put in consequence of such diversion improvement removal alteration widening reconstruction or rebuilding and in the event of any such main road or bridge or the approaches thereto in alongside or near to which the aqueduct is laid being diverted improved removed altered widened reconstructed or

rebuilt as aforesaid the Corporation shall where necessary at their own expense alter the position of the works by which such aqueduct is carried alongside or near to any such main road or bridge or the approaches thereto as aforesaid and replace the same to the reasonable satisfaction of the said surveyor to the county council Provided that before and during such diversion improvement removal alteration widening reconstructing or rebuilding of any such main road or bridge as aforesaid the county council shall afford all reasonable facilities for temporarily carrying such aqueduct so as not to interrupt the continuous supply of water.

For protection of corporation of Liverpool.

26. For the protection of the mayor aldermen and citizens of the city of Liverpool (hereinafter referred to as "the Liverpool Corporation") the following provisions shall unless otherwise agreed between the Liverpool Corporation and the Corporation have effect (that is to say):—

(1) The aqueducts or any subsidiary work connected therewith by this Act authorised where the same cross or are adjacent to the line of pipes laid by the Liverpool Corporation from the Vyrnwy Aqueduct to the urban district of Wallasey or any sluice drain or other incidental work attached thereto or connected therewith shall be laid and constructed in accordance with plans sections and specification to be submitted by the Corporation to and to be reasonably approved in writing by the water engineer of the Liverpool Corporation and in carrying out such laying and construction such precautions shall be taken by the Corporation as the said water engineer shall reasonably require for the protection of the said line of pipes or other works of the Liverpool Corporation particularly by the adoption of suitable methods of timbering and pipe-laying by laying the pipes at a sufficient distance from the pipes of the Liverpool Corporation and by limiting the length of trench to be kept open at any one time:

(2) The Corporation shall bear and pay the cost of repairing and making good any injury to the said line of pipes or other works of the Liverpool Corporation occasioned by the works of the Corporation and any reasonable expenses which the Liverpool Corporation may incur in protecting the said line of pipes and other works and

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in inspection during or by reason of the construction of the said works of the Corporation:

(3) The Corporation shall not prior to the seventeenth day of October one thousand nine hundred and thirty-two supply water within or for use within the district of the Wallasey Urban District Council at a less rate per thousand gallons than the average rate per thousand gallons charged for the time being by the Corporation for supply in the borough of Birkenhead and shall not during the same period supply water to any individual consumer within the district aforesaid Provided that nothing in this section shall apply to or affect any existing supply or existing right of supply to the Mersey Docks and Harbour Board.

Arbitration in case of difference between Corporation county council of Chester and corporation of Liverpool.

27. If any dispute or difference shall arise between the Corporation and the county council of the county palatine of Chester and the mayor aldermen and citizens of the city of Liverpool or any or all of them under or in relation to the requirements of the section of this Act of which the marginal note is "For protection of county council of county palatine of Chester" or the section of this Act of which the marginal note is "For protection of corporation of Liverpool" the same shall be referred to a single arbitrator to be appointed (failing agreement) by the President of the Institution of Civil Engineers on the application of any of the said parties and any of such parties shall be entitled to be heard at such reference and the decision of the arbitrator shall be binding on all of the said parties.

For protection of Denbigh County Council.

28. For the protection of the Denbigh County Council (in this section referred to as "the council") the following provisions shall unless otherwise agreed between the council and the Corporation have effect in addition to the other provisions for their protection and benefit in this Act and the Acts incorporated therewith contained and provided (that is to say):—

(1) All mains conduits or lines of pipes or works to be laid in or along any road vested in and under the control of the council (hereinafter referred to as "main roads") shall be constructed and laid in such position at the side thereof or where necessary under the metalled portion of the road as the council shall by writing under the hand of their surveyor direct and in any case such mains conduits and pipes shall not be laid

at a less depth than two feet six inches measured from the surface of the ground to the highest part of such main conduit or pipe and no mains conduits lines of pipes or works shall be constructed or laid in upon across or attached to any county or main road bridge or any arch connected therewith:

(2) All mains pipes conduits or works to be constructed or laid in along or across or in any way affecting any main road or any approach to any county bridge shall be executed at the expense of the Corporation under the superintendence and to the reasonable satisfaction of the said surveyor and in accordance with plans sections and description to be submitted to and approved of by him in writing before the commencement of any such works and such approval shall not be unreasonably withheld and all such plans sections and description shall be delivered to the said surveyor not less than fourteen days before the Corporation commence to break up or open any main road or approach to any county or main road bridge for the purpose of laying the said mains conduits or lines of pipes Provided that if the said surveyor shall not within fourteen days after the same shall have been submitted so express his approval or disapproval thereof or signify his requirements in relation thereto he shall be deemed to have approved thereof:

(3) The works shall be so executed and all necessary repairs thereto shall be so executed as not in any way to stop or unreasonably interfere with or impede the traffic of any main road or county or main road bridge or any approach thereto and all such works shall be proceeded with and completed with all reasonable despatch and during the laying of the mains every reasonable precaution shall be taken to avoid danger or injury to persons or cattle or stock using the road and in particular the Corporation will cause danger lights to be placed at night at the end and by the side of the trenches which may be dug and temporarily left open in or across any road so that all such lights are lit and kept burning from one hour after sunset to one hour before sunrise whilst the said trenches remain open so as to effectually warn the traffic passing on the said road and a watchman shall also be employed

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by the Corporation on the road when necessary during the night:

(4) The Corporation shall pay to the council the reasonable costs of their surveyor in relation to the examination of the said plans sections and description and the superintendence by this section authorised:

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

(6) The council shall not be liable for or in respect of any damage or injury done to any main conduit or line of pipes of the Corporation in or under the metalled portion of any main road arising from the ordinary use by the council of a steam or other roller not exceeding fifteen tons in weight or from the passage of the traffic on such road:

(7) The Corporation shall not permit any trench made by them in any main road to be open for more than two hundred yards in a single length at any one time where the width of such road is not more than nineteen feet from fence to fence:

(8) Section 30 of the Waterworks Clauses Act 1847 incorporated with this Act shall with respect to the opening or breaking up of any street bridge sewer drain culvert or other property belonging to or under the control and management of the council be read and have effect as if the period of ten days were inserted therein instead of the period of three days in the said section mentioned and such notice shall be given to the surveyor of the council:

(9) Before commencing such haulage of materials and things for the execution of the works by this Act authorised as would amount to extraordinary traffic on or over any main roads in the county of Denbigh the Corporation shall give notice in writing to the said surveyor of the route along which such haulage is to take place and so far as may be reasonably practicable shall comply with his directions in respect thereof and will if so required by the council during the period of such haulage take over maintain and repair at the expense of the Corporation but to the reasonable satisfaction and under the superintendence of the said surveyor the said roads and after such haulage is completed hand over the said roads to the council in as good a condition as they were in before such haulage was commenced:

(10) So soon as the Corporation commence any work by this Act authorised in under or along any main road or the approaches to any county or main road bridge the Corporation shall at their own expense maintain and repair such roads or approaches for the entire length

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so far as the same are to be used for carrying on the said works as aforesaid in under and along such road or approaches in the same manner as the council ordinarily maintain and repair such roads and approaches and to the reasonable satisfaction of the surveyor to the council and shall maintain and repair such roads and approaches to the like satisfaction of the said surveyor for a period of one year after the completion of the works and reinstatement of such roads and approaches Provided that the council shall pay to the Corporation for and during the period that they maintain and repair such roads and approaches an amount calculated on the basis of the average annual cost per mile to the council of the ordinary maintenance and repair of the said roads and approaches such average to be the average of the last three years to the date of the passing of this Act:

(11) The Corporation shall repay to the council all costs charges and expenses necessarily incurred or paid by the council in or about any renewal of or strengthening alteration or repair of any county or main road bridge or in the repair of any fords culverts or arches which may be endangered or damaged by passage of the traffic of the Corporation or of their contractors or servants All costs charges and expenses payable by the Corporation as aforesaid shall be recoverable by the council from the Corporation by action in any court of competent jurisdiction:

(12) The Corporation shall not stop up any road in the county of Denbigh by this Act authorised to be stopped up until they have completed and opened to the public to the reasonable satisfaction of the surveyor of the council the diversion of such road by this Act authorised to be made in lieu of such road to be stopped up:

(13) All rights of turbary hitherto enjoyed by the inhabitants of the parish of Henllan in the county of Denbigh over any land acquired or occupied by the Corporation under the powers of this Act and not used for the purposes of works shall be preserved to the said inhabitants as heretofore and without interruption by the Corporation:

(14) The Corporation shall during such period as the works in the county of Denbigh by this Act authorised are in

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Corporation acquire such lands whether such lands be occupied or vacant and shall continue liable to and pay all such rates until the waterworks are completed and assessed or liable to be assessed to such rates or until such of the lands as may not be required for the purposes of the waterworks shall have been otherwise duly assessed or liable to be assessed and become liable to such rates:

(18) The Corporation shall from time to time make full compensation to all persons for all damage and injury losses and expenses whatsoever which may from time to time be incurred or suffered by reason or in consequence of the bursting or giving way of any of the reservoirs or the aqueducts by this Act authorised and such compensation shall be paid and satisfied out of any rates revenues or funds for the time being belonging to the Corporation:

(19) Any dispute or question arising under this section except under subsection (16) shall be settled by an engineer to be agreed on between the council and the Corporation or failing agreement to be appointed by the President [illegible]titution of Civil Engineers on the application of either party.

For protection of Flintshire County Council Connah's Quay Urban District Council and Mold Urban District Council.

29. The following provisions for the protection of the Flintshire County Council the Connah's Quay Urban District Council and the Mold Urban District Council (in this section called for their respective interests "the council") and the inhabitants of the said county and urban districts shall unless otherwise agreed in writing between the council and the Corporation apply and have effect:—

(1) In this section except as herein stated the expression "road" shall mean a main road vested in the county council or a road vested in either urban district council and the expression "bridge" shall mean a bridge vested in the county council or a bridge vested in either urban district council Provided that in subsections (5) (6) and (7) of this section the words "road" and "bridge" respectively shall include a private road or bridge:

(2) The aqueducts and other works to be constructed by the Corporation in along or under any road shall not be laid at a less depth than two feet six inches measured

process of construction pay to the council the cost of maintaining such an additional number of police as the standing joint committee of the county reasonably think necessary for the due preservation of order and the Corporation shall pay to the council the costs of the erection of such temporary buildings for police purposes as the said standing joint committee may think necessary at such place or places as may be determined by the said committee:

(15) The Corporation shall provide proper and sufficient temporary dwellings for their workmen with all such sanitary arrangements as may be reasonably required and to the reasonable satisfaction of the council and the reasonable costs and expenses of the council in regard to the sanitary inspection of such dwellings shall be borne and paid by the Corporation:

(16) The Corporation shall pay to the council all expenses reasonably incurred by that body as local education authority (and whether but for this section ultimately chargeable against the county or any area therein or both) in or in connection with the education of the children or dependents of workmen of the Corporation their contractors or agents employed in or in connection with the said works and whether by way of the provision or maintenance of school accommodation (either in new or existing school buildings and whether of a permanent or temporary character) or otherwise;

In calculating any payment to be made under this subsection regard shall be had to any sums receivable by the council by way of parliamentary grants in respect of such children or dependents and any difference between the council and the Corporation in regard to either (A) the application or interpretation of this subsection or (B) the amount payable thereunder by the Corporation to the council shall on the application of either authority be determined by the Board of Education whose decision shall be final:

(17) The Corporation shall in respect of all lands acquired by them in the county of Denbigh be liable to pay all county rates leviable within the said county as if the Corporation were assessed in respect of such lands in the valuation list of the county in force at the time the

from the surface of the ground to the highest parts of such aqueducts and shall include all works in connection therewith or incidental thereto and shall be constructed at the expense of the Corporation and under the superintendence (if the same be given) and to the reasonable satisfaction of the surveyor of the council or such other person as they may appoint for that purpose and in accordance with plans and sections to be reasonably approved of by him in writing before the commencement of any such work;

In executing any such works the Corporation shall conform to all the reasonable requirements of the said surveyor or such other person as aforesaid and shall pay to the council the reasonable cost in relation to such superintendence approval and requirements;

If the said surveyor or other person as aforesaid shall within twenty-eight days after the said plans and sections shall have been submitted fail to express his approval or disapproval thereof or signify his requirements in relation thereto he shall be deemed to have approved thereof and the Corporation may forthwith proceed to execute the works in accordance with such plans and sections Provided further that if he shall express his disapproval thereof such works shall in case of difference be constructed in accordance with plans and sections to be approved by the engineer appointed in manner hereinafter provided:

(3) The aqueducts shall be laid across the road leading from Cat Hole to Pant Glas but shall not be laid along that road:

(4) The Corporation shall not without the consent of the council construct any aqueducts under the road leading from Northop to Connah's Quay between the points marked A and B on the plan signed in duplicate by Sherwood and Company on behalf of the Corporation and by Martin and Leslie on behalf of the council but in the event of the council widening that road between those points within two years from the passing of this Act the Corporation shall pay to the council two hundred pounds towards the cost of such widening and thereupon the Corporation shall be at liberty to lay the aqueduct under the road so widened:

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(5) All such works shall be so executed as not to stop or unreasonably impede or interfere with the traffic over or along any road or bridge or any approaches thereto :

(6) The Corporation shall during the progress of the works take all necessary steps at their own expense for protecting the public using any road or bridge from injury and shall indemnify the council or the owner of such road or bridge against all costs losses or damages that may be incurred or suffered consequent upon the Corporation's neglect or omission to provide such protection :

(7) The Corporation shall make full compensation to the council and in the case of a private road or bridge to the owner of the same for all damage injury losses and expenses whatsoever which may from time to time be incurred or suffered by reason or in consequence of the leaking bursting or giving way of any of the works by this Act authorised :

(8) On completion of such works the Corporation shall restore and reinstate every road or bridge in along or under which any works are constructed in accordance with specifications to be submitted by and to the reasonable satisfaction of the surveyor of the council and (notwithstanding anything contained in the Waterworks Clauses Act 1847) the Corporation shall repay to the council the costs and expenses of and incident to the repair and maintenance of every such road by the council for twelve months after such reinstatement :

(9) The Corporation shall on demand pay to the council the reasonable costs which they may incur in the repair and reinstatement to its former condition of so much of any road bridge culvert or drain which may be injured or damaged by traction engines or other vehicular traffic of an extraordinary nature or of excessive weights or by reason of the traffic being concentrated thereon during the construction alteration or repair of such works :

(10) The council shall not except in case of their negligence be liable for any claim for damages in respect of any injury which may be caused to any aqueducts belonging to the Corporation through the reasonable and proper

use by the council of a steam or other roller upon any road:

(11) Nothing in this Act shall in any way limit or affect the powers of the council to divert widen raise or improve any road or to remove alter widen raise or renew any bridge or the approaches thereto in alongside or near to which any works of the Corporation are laid or carried in the same manner as they might have done if this Act had not been passed without making any compensation to the Corporation for any expense or loss to which the Corporation may be put in consequence of the reasonable exercise of such powers Any alteration of the position of any mains of the Corporation necessitated by the diversion widening raising and improvement of such road or the removal alteration widening raising or renewal of such bridge shall be effected by and at the expense of the Corporation and within such reasonable period as shall be required by the surveyor of the council and if in order to avoid interruption to the supply of water by the Corporation it is necessary so to do the Corporation may temporarily carry their works at the side of any such road bridge or approaches in such manner as will not be a danger or inconvenience to the public or unreasonably interfere with the works to be carried out by the council Provided that before such diversion widening improvement removal alteration raising or renewal of any such road or bridge shall be commenced the council shall give three months' notice in writing to the Corporation of their intention to carry out such works and the council shall afford at the cost of the Corporation all reasonable facilities for temporarily carrying their works along the road or across the bridge so as not to interrupt the continuous supply of water:

(12) If any difference shall arise between the council and the Corporation under the provisions of this section such difference shall be settled by an engineer to be appointed (unless otherwise agreed) upon the application of either of the parties by the President for the time being of the Institution of Civil Engineers.

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For protection of corporation of Chester.

30.—(1) The mayor aldermen and citizens of the city of Chester (hereinafter referred to as "the Chester Corporation") shall on giving seven years' notice to the Corporation at any time within ten years from the commencement of a supply of water to Birkenhead from the Alwen or Brenig Reservoirs whichever is first constructed be entitled to receive from the Corporation a supply of water in bulk not exceeding three million gallons per day and not being less than one and a half million gallons per day.

(2) The Corporation shall on the expiration of such notice commence and continue to afford such supply in consideration of the payment to them by the Chester Corporation of an annual sum which shall bear to the total annual charges devolving upon the Corporation from year to year in respect of the works for the time being constructed under this Act (exclusive of any works lands and easements below the junction hereinafter mentioned) the same proportion as the quantity of water supplied for the time being to the Chester Corporation (not being less than one and a half million gallons per day) shall bear to the total capacity for supply of the said works.

(3) The expression "total annual charges" in this section includes in particular interest on capital sinking fund costs of and incidental to obtaining this Act purchase of lands easements and other rights construction of works and all costs and expenses necessary or proper for the maintenance working and management of the said works.

(4) In the event of the Chester Corporation requiring a supply of less than three million gallons per day in the first instance they may from time to time by twelve months' notice in writing to the Corporation require such daily supply to be increased by not less than one hundred thousand gallons until the daily quantity taken by them is equal to three million gallons and the Corporation shall on the expiration of such notice or notices commence and continue to afford such increased supply.

(5) Any difference between the Corporation and the Chester Corporation under this section shall be settled by an arbitrator to be appointed by agreement or in default of agreement by the President of the Institution of Civil Engineers under and subject to the provisions of the Arbitration Act 1889.

(6) The Chester Corporation shall at their own expense lay and maintain a main capable of receiving the aforesaid supply of

water from the said works and shall take all water to be supplied under this section in bulk at the junction of the said main with the aqueduct or line of pipes of the Corporation.

(7) The provisions of this section shall on the giving of such notice as aforesaid be supplemented by a formal agreement to be entered into between the Corporation and the Chester Corporation containing all such clauses and provisions as may be necessary to give effect to this section which agreement failing arrangement between the parties shall be settled by some independent counsel to be nominated by the President for the time being of the Incorporated Law Society of the United Kingdom.

For protection of visiting committee of North Wales Counties Lunatic Asylum.

31. For the protection of the visiting committee of the North Wales Counties Lunatic Asylum (in this section called "the visiting committee") the following provisions shall unless otherwise agreed and notwithstanding anything in this Act contained or shown on the deposited plans apply and have effect (that is to say):—

(1) Nothing in this Act contained shall authorise the Corporation to take or acquire so much of the lands in the parish of Nantglyn in the county of Denbigh as are numbered 71 72 79 81 120 74 78 75 76 and 77 on the deposited plans and so much of the lands in the parish of Bylchau in the same county as are numbered 63 65 48 64 66 and 68 on the said deposited plans as are shown on the plan signed by George Frederick Deacon on behalf of the Corporation and by John Thomas Roberts on behalf of the visiting committee and thereon coloured "pink" and the lands coloured "blue" on the said plan:

(2) Nothing in this Act shall authorise the Corporation to interfere with the reservoir or lake known as "Llyn Bran" or with the existing water supply of the North Wales Counties Lunatic Asylum:

(3) The Corporation shall at the same time as they acquire the lands for the site of the Brenig Reservoir pay to the visiting committee the sum of two hundred and fifty pounds and in consideration thereof the visiting committee undertake to use their best endeavours to prevent the fouling or pollution of water flowing from the lands shown on the plan hereinbefore referred to:

(4) Except as regards the powers conferred upon the Corporation by the Acts incorporated herewith or any of them

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and except as provided in this section nothing in this Act contained shall impose any new or further obligation or liability upon the visiting committee or alter diminish prejudice or affect the powers and rights of the committee under the North Wales Counties Lunatic Asylum (Water Supply) Act 1896.

For protection of Holywell Rural District Council.

32. The following provisions for the protection of the rural district council of Holywell (in this section called "the council") shall (notwithstanding anything in this Act contained) unless otherwise agreed in writing between the council and the Corporation apply and have effect:—

(1) The Corporation shall not in the construction of the works by this Act authorised without the previous consent in writing of the council under the hand of their clerk raise lower or divert any road vested in the council but such consent shall not be unreasonably withheld:

(2) The council shall not be liable for any claim for damages in respect of any injuries which may be caused to any of the works of the Corporation through the proper use by the council of any steam roller:

(3) Nothing in this Act contained shall in any way limit or affect the powers of the council to divert improve widen or reconstruct any road in alongside or near to which any works of the Corporation may be carried out in the same manner as they might have diverted improved altered widened or reconstructed any such road if this Act had not been passed without making any compensation to the Corporation for any expense or loss to which the Corporation may be put in consequence of the exercise by the council of such powers:

(4) If any culvert drain sewer pipe public well or other property of the council is damaged or in any way interfered with by the Corporation the Corporation shall repair and restore the same to the reasonable satisfaction of the council and if the Corporation do not so repair and restore the same the council may cause the necessary repairs to be done and may charge the reasonable costs and expenses against the Corporation and may recover the same in any court of competent jurisdiction:

(5) If any of the roads of the council are damaged or affected by the traffic thereon in connection with the carrying

out by the Corporation of the work by this Act authorised the Corporation shall repair and restore the same to the reasonable satisfaction of the council and if the Corporation do not so repair and restore the same the council may cause the necessary repairs to be done and may charge the reasonable cost and expenses against the Corporation and may recover the same in any court of competent jurisdiction:

(6) In the event of the bursting of any aqueduct main or pipe of the Corporation laid in any road under the control of the council the Corporation shall with all reasonable despatch execute the necessary repairs and shall at their own expense and cost forthwith restore the surface of such road to the reasonable satisfaction of the council:

(7) If any difference shall arise between the council and the Corporation touching anything to be done or not to be done or arising under the provisions of this section such difference shall be settled by an arbitrator to be appointed by the Board of Trade on the application of either of the parties in difference.

For protection of Neston and Parkgate Urban District Council.

33. Notwithstanding anything in this Act contained or shown on the deposited plans the following provisions shall have effect for the benefit and protection of the urban district council of Neston and Parkgate unless otherwise agreed between the Corporation and such council (that is to say):—

(1) In this section the expression "the council" shall mean the urban district council of Neston and Parkgate the expression "the district" means the district of such council and the expression "the surveyor" means the surveyor for the time being of such council:

(2) All works to be constructed or laid by the Corporation in along or across any road in the district vested in or maintained by the council shall be executed at the expense of the Corporation under the superintendence and to the reasonable satisfaction of the surveyor and in accordance with plans sections and specifications to be submitted to and reasonably approved of by him in writing before the commencement of any such work Provided that if he shall not within one month after the same shall have been submitted so express his approval

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or disapproval thereof and in the latter case signify his requirements in relation thereto he shall be deemed to have approved thereof:

(3) The works shall be so executed as not to unreasonably interfere with the traffic of any such road in the district:

(4) The council shall not except in the case of their negligence be liable to any claim for damages in respect of any injury which may be caused to any conduit main or line of pipes belonging to the Corporation through the use by the council of a steam roller upon any road:

(5) The aqueduct of the Corporation and all work in connection therewith where the said aqueduct will pass over or affect the main sewer carrying the sewage of Neston to the council's bacteria beds near the Old Quay shall be constructed under the superintendence and to the reasonable satisfaction of the surveyor in accordance with plans sections and specifications to be submitted to and approved of by him in writing which approval shall not be unreasonably withheld and all damage (if any) to the said sewer caused from subsidence of the ground or the Corporation's works after the laying of the said aqueduct shall be made good at the expense of the Corporation:

(6) The Corporation shall from time to time make full compensation to the council for all damage and injury losses and expenses whatsoever which may from time to time be incurred or suffered by reason or in consequence of the leaking bursting or giving way of any of the aqueducts by this Act authorised:

(7) The Corporation shall from time to time make good to the reasonable satisfaction of the surveyor all damage done to any road vested in or maintained by the council or any culverts or works belonging thereto by traction engines or other vehicular traffic of an extraordinary nature in connection with the execution of the works authorised by this Act And if any question shall arise as to the damage done to such road culverts or works belonging thereto or as to the reinstatement thereof such question shall be referred to arbitration as hereinafter mentioned:

(8) If any difference shall arise between the Corporation and the council touching the foregoing provisions of this section or anything to be done or not to be done thereunder such difference shall be settled by arbitration by an engineer to be agreed on by the parties in difference or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either of the parties.

For protection of Wirral Rural District Council.

34. Notwithstanding anything in this Act contained or shown on the deposited plans the following provisions shall have effect for the benefit and protection of the Wirral Rural District Council unless otherwise agreed between the Corporation and such council (that is to say):—

(1) In this section the expression "the council" shall mean the rural district council of Wirral the expression "the district" shall mean the district of such council and the expression "the engineer" shall mean the engineer for the time being of such council:

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

(3) The works shall be so executed as not to unreasonably interfere with the traffic of any such road in the district:

(4) The council shall not except in the case of their negligence be liable to any claim for damages in respect of any injury which may be caused to any conduit main or line of pipes belonging to the Corporation through the use by the council of a steam roller upon any such road:

(5) The Corporation shall from time to time make full compensation to the council for all damage and injury

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losses and expenses whatsoever which may from time to time be incurred or suffered by reason of or in consequence of the leaking bursting or giving way of any of the aqueducts by this Act authorised:

(6) Where it is intended to carry the aqueduct conduit or pipes under or across any existing sewer of the council such crossing shall as far as reasonably practicable be carried out by the Corporation without interference with the level or form of such sewer and in case interference is deemed by the engineer of the Corporation to be necessary the mode of carrying out the work shall be agreed upon between the parties and failing agreement shall be determined by arbitration as hereinafter mentioned but this subsection shall not apply to any sewer in a road vested in or repairable by the county council of Chester:

(7) The Corporation shall from time to time make good to the reasonable satisfaction of the engineer all damage done to any road vested in or maintained by the council or any culverts or works belonging thereto by traction engines or other vehicular traffic of an extraordinary nature in connection with the execution of the works authorised by this Act And if any question shall arise as to the damage done to such road culverts or works belonging thereto or as to the reinstatement thereof such question shall be referred to arbitration as hereinafter mentioned:

(8) If any difference shall arise between the Corporation and the council touching the foregoing provisions of this section or anything to be done or not to be done hereunder such difference shall be settled by arbitration by an engineer to be agreed on by the parties in difference or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either of the parties.

For protection of estate of Robert Charles de Grey Vyner.

35. The following provisions shall apply and have effect for the protection and benefit of the estate of Robert Charles de Grey Vyner of Bidston in the county of Chester and his heirs and assigns all of whom are in this section included in the term "Mr. Vyner":—

(1) Such land within the limits of deviation shown on the deposited plans as the Corporation shall acquire for

the construction of Work No. 17 (the Cross Hill tanks) shall be surrounded with an unclimbable iron fence which fence with the gates shall be constructed as to height and design to the reasonable satisfaction of Mr. Vyner and within such iron fence the Corporation shall form a belt plantation to screen the works as well as possible from outside view and such fence and plantation shall for ever thereafter be kept by the Corporation in good order and condition to Mr. Vyner's reasonable satisfaction:

(2) The banks of the reservoirs or tanks shall be properly sloped and grassed and kept at all times in a neat and ornamental condition:

(3) No buildings or works of any kind (other than the said reservoirs or tanks) shall be erected or placed on the said land or any part thereof:

(4) A reasonable number of pipes and quantity of materials to meet emergencies may be stored on the said land and such pipes and materials shall be laid and kept in a neat and orderly manner and effectually screened by means of trees and shrubs from outside view Save as aforesaid the said land shall not be used as a storage ground or depôt for pipes or any other materials or things:

(5) All damage which may from time to time happen to any buildings land or other property of Mr. Vyner by reason or in consequence of the bursting or giving way of any of the reservoirs aqueducts pipes or works shall be forthwith repaired and made good by the Corporation and the Corporation shall make full compensation to Mr. Vyner for all injury loss and expense which he may sustain or be put to thereby;

This provision shall be in addition to and not in derogation from any other rights or remedies to which Mr. Vyner shall be entitled.

For protection of Backwood Estate.

36. The following provisions shall (unless otherwise agreed in writing) apply and have effect for the protection of the Backwood Estate in the parish of Neston in the urban district of Neston and Parkgate in the county of Chester of which estate Mary Rathbone is or claims to be the owner and for the protection of the said Mary Rathbone or other the owner or owners for the time being of the said estate:—

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(1) In this section the expression "the owner" means the said Mary Rathbone or other the owner or owners for the time being of the said Backwood Estate the expression "the estate" means the said Backwood Estate the expression "the aqueduct" means the Aqueduct No. 6 by this Act authorised and the expression "the surveyor" means the surveyor for the time being to the estate:

(2) The Corporation shall not be entitled to purchase and take otherwise than by agreement any part of the estate or any easement or right in under or over the estate except that the Corporation may purchase and acquire an easement for the aqueduct consisting of not more than three lines of pipes in accordance with the provisions of the section of this Act the marginal note whereof is "Power to acquire easements only":

(3) The Corporation shall make and maintain the aqueduct so far as the same may pass through the estate as nearly as practicable in the line AB shown on the plan signed in duplicate by William Edward Mills on behalf of the owner and George Frederick Deacon on behalf of the Corporation:

(4) Notwithstanding anything contained in this Act or shown on the deposited sections the aqueduct so far as the same may pass through the estate shall be so constructed that no part thereof shall be less than three feet beneath the present general surface of the ground:

(5) Each line of pipes of the aqueduct so far as it may pass through the estate shall be completed to the reasonable satisfaction of the owner within the period of six weeks from the time of the Corporation first entering on any lands of the owner for the purpose of constructing such line of pipes and the Corporation shall not be entitled to occupy temporarily any portion of the estate except for the purpose of construction of such portion of the aqueduct as is intended to be constructed on such estate:

(6) The Corporation shall construct maintain and keep the aqueduct so far as the same may pass through or be near to the estate and all works in connection therewith so far as practicable watertight and shall indemnify the

owner or the owner's lessees and tenants from any loss or damage caused by leakage from the aqueduct or the works in connection therewith:

(7) The Corporation shall make full compensation to the owner and the owner's tenants for all damages and loss occasioned to them or any of them respectively from time to time by any acts of the Corporation their officers or contractors or any workmen employed by them or any of them in constructing any additional lines of pipes of the aqueduct which may be laid after the completion of the first line of pipes or in making any other addition to or alteration of the said aqueduct or in reference to repairing or maintaining the same:

(8) For the purposes of the provisions incorporated with this Act of the Railways Clauses Consolidation Act 1845 the private road or carriage drive forming the approach through the estate to Backwood and running from the high road leading from Parkgate to the main road between Hoylake and Chester shall be deemed to be an approach to a mansion house and the Corporation shall not be entitled to enter upon or use such road under the powers contained in the Railways Clauses Consolidation Act 1845 incorporated with this Act:

(9) The provisions of this section shall be in addition to and not in derogation of any other provisions of this Act or of any Act incorporated therewith which may enure for the protection or benefit of the owner or her tenants:

(10) Any difference which may from time to time arise between the owner and the Corporation with respect to any question under subsections (3) to (6) of this section shall be referred to and determined by a surveyor to be agreed upon between the parties or failing such agreement to be appointed by the President of the Surveyors' Institute and any question arising under subsection (7) of this section shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845.

For protection of Hermann Henry Springmann.

37. The following provisions for the protection of Hermann Henry Springmann or other the owner for the time being of the premises known as Bryn Mair in the parish of Llanfair Dyffryn

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Clwyd Rural shall except so far as may be otherwise agreed apply and have effect:—

(1) The Corporation shall not for the purpose of laying the aqueduct Work No. 12 authorised by this Act acquire any greater or other estate in the lands numbered 8 and 9 on the deposited plans for the parish of Llanfair Dyffryn Clwyd Rural than an easement or right of using such lands in perpetuity for the purpose of making and maintaining the said aqueduct:

(2) No part of the aqueduct Work No. 12 shall where it passes through the lands numbered 6 8 and 9 on the deposited plans for the said parish be raised above the surface of the ground.

For protection of Thomas Burgoyne Watts and others.

38. For the protection of Thomas Burgoyne Watts of Bronwylfa Saint Asaph in the county of Flint owner in fee simple of the Hafod-yr-Onen Estate including Pant-y-maen Ellen Owen of Mysevin near Denbigh tenant for life of the Tanygyrt Estate Thomas Alured Wynne Edwards of Plas Nantglyn near Denbigh tenant for life of the Plas Nantglyn Estate William Dickson Houghton of Queen's Lodge Colwyn Bay owner in fee simple of the Hafod-y-Cefn Plas Onn Estate and Margaret Frances Thomas of Parc Postyn in the county of Denbigh tenant for life of the Parc Postyn Estate who with their respective sequels in estate are in this section respectively referred to as and included in the expression "the owner" and are so referred to in relation to their said respective estates the following provisions shall unless otherwise agreed in writing between the Corporation and the owner apply and have effect:—

(1) The Corporation shall within three years after the passing of this Act serve notice to treat for the lands including the mines and minerals thereunder required for the purpose of constructing forming and maintaining the reservoir Work No. 2 by this Act authorised and a strip of land adjoining the margin thereof not exceeding twenty yards in width:

(2) The owner shall on his estate or any part thereof be entitled to burn the heather and shall not be liable for any loss or damage caused to the Corporation or their property by heather burning:

(3) The owner shall be entitled to exercise the following rights notwithstanding the acquisition by the Corporation of

his property under subsection (1) of this section (that is to say):—

(i) The owner or the lessee or tenant for the time being of the shooting rights of the owner may fish with rod and line in and over the waters of the reservoir so far as they are upon the land acquired by the Corporation from the owner Provided that the right hereby reserved shall not be exercised by more than four persons at any one time and nothing in this provision shall prejudice any right of the Corporation in respect of fishing in the reservoir;

(ii) The owner or his lessee or tenant as aforesaid shall have the right to maintain and use on such portion of the reservoir one boat not exceeding twenty feet in length and not propelled by mechanical power provided that such boat shall not be let for hire but shall be used solely by the owner and such other persons as aforesaid;

(iii) The owner and his lessee or tenant as aforesaid shall have the exclusive right of sporting over any property acquired from him by the Corporation and which shall not be covered by the waters of the reservoir:

Provided that in the exercise of the rights by this subsection reserved the water in the reservoir shall not be wilfully fouled and no injury shall be done to the reservoir and waterworks of the Corporation and nothing herein contained shall in any wise prejudice or interfere with the rights powers and authorities of the Corporation at all times without incurring any liability to draw off the water from the reservoir and to do all such acts matters and things whatsoever as may be necessary for the purpose of cleansing and repairing the reservoir and for preventing the waters thereof from being fouled including the prevention of the accumulation of fish to such an extent as to affect the quality of the water:

(4) The Corporation shall pay the reasonable cost to the owner for the time being of the Tanygyrt Estate and the reasonable cost of the owner for the time being of the Hafod-y-Cefn Plas Onn Estate and the reasonable cost of the owner for the time being of the Parc

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Postyn Estate of the employment of one man in each case and the reasonable cost of the owners for the time being of the other estates hereinbefore referred to of the employment of two men in each case as watchers to prevent poaching and trespass on the said respective estates during the period for which the reservoirs Works Nos. 1 and 2 and the subsidiary works connected therewith by this Act authorised shall be under construction and the Corporation shall if so required by the owner or his agents dismiss any person in their employment who may be found poaching or without reasonable excuse upon the said respective estates :

(5) The Corporation shall provide an office at Cerrig-y-druidion for the purpose of engaging workmen to be employed in or in connection with the construction of the works and shall cause notices to be inserted in two or more newspapers circulating in the district and to be posted in conspicuous places in the district that any workmen desiring engagement are to apply at the office aforesaid and the Corporation shall so far as reasonably practicable arrange that workmen shall be engaged only at the office aforesaid :

(6) The owner and his tenants shall be at liberty to continue the dipping and washing of sheep as at present at such points and places as may be convenient for that purpose Provided always that the Corporation shall be entitled from time to time to require the discontinuance of such washing and dipping at any particular place or places upon condition that they shall previously to such discontinuance construct and provide for the benefit of the owner and his tenants such new places and works in such positions as the Corporation may deem necessary and the owner may reasonably approve at or near to any existing stream or streams together with such works as in the opinion of the Corporation may be necessary to prevent pollution Provided that any such works shall not be constructed except between the first day of January and the fifteenth day of May in any year unless with the consent of the owner :

(7) The Corporation shall in addition to any other compensation payable by them under or by virtue of this

Act in respect of the estate of the owner make full compensation to the owner and his tenants for all loss and damage occasioned to the owner and to his tenants by any acts of the Corporation their officers or contractors or any workmen employed by them or any of them whether during construction or maintenance of the works and the Corporation shall if they give notice to any tenant of the owner to determine his tenancy make compensation to the tenant in respect thereof:

(8) Any difference which may from time to time arise between the owner and the Corporation other than any difference as to the compensation to be paid by the Corporation to the owner for the compulsory acquisition of or the injuriously affecting (if any) of his property shall be determined in manner provided by the Arbitration Act 1889 and this section shall for the purposes of that Act be deemed to be a submission to a single arbitrator:

(9) The provisions of this section shall be in addition and not in derogation from the other provisions of this Act which shall enure for the protection or benefit of the owner and subject to the provisions of subsection (1) hereof shall not prejudice the right of the Corporation under the provisions of this Act relating to the compulsory acquisition of lands.

For protection of Frederick Burton.

39. For the protection of Frederick Burton of Gwaynynog near Denbigh in respect of his estate known as the Gwaynynog Estate (who with his sequels in estate are in this section referred to as and included in the expression "the owner") the following provisions shall unless otherwise agreed in writing between the Corporation and the owner apply and have effect:—

(1) Notwithstanding anything contained in this Act or shown upon the deposited plans the Corporation shall not except as by this section provided purchase or acquire from the owner a greater amount of land than is shown by pink colour on the plan signed by George Frederick Deacon on behalf of the Corporation and Henry Rofe on behalf of the owner:

(2) The Corporation shall within twelve months from the passing of this Act serve upon the owner a notice to treat for the purchase of the land including the

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mines and minerals thereunder so shown and for the perpetual easements hereinafter specified over such part of the said Gwaynynog Estate as shall not be acquired by the Corporation (hereinafter called "the estate") (which easements the owner shall grant and convey to the Corporation) (that is to say):—

(A) The perpetual easement right and privilege at all times hereafter to drain any peaty or marshy land upon the estate of the owner by means of drains to be constructed and repaired between the first day of December and the first day of April in each year but so that the trenches for such drains shall within the period above referred to in each year be filled in to the ground level and covered and the surface including the heather if any so far as reasonably practicable restored;

(B) The perpetual easement right and privilege at all times hereafter to construct and maintain such works as the Corporation may from time to time think fit for preventing pollution of the water on or collected from the estate of the owner by or from the houses and buildings now existing or hereafter to be erected on the said estate or from any other cause arising on the said estate;

(C) The perpetual easement right and privilege from time to time upon reasonable notice of their intention being first given to the owner or his agent or representative resident on the estate (except in cases of emergency in regard to the prevention of pollution) to enter into any portion of the estate for the purpose of constructing and maintaining such works drains and trenches as aforesaid or such works if any as may be constructed under subsection (5) of this section and for the purpose of viewing the state and condition of such works:

(3) The owner shall not—

(A) Work search for get or win or allow or authorise any other person or persons to work search for get or win any mines minerals or other mineral substances in or under his said estate or any part thereof except with the consent in writing of the Corporation;

(b) Use or authorise any other person or persons to use the estate for any purpose or in any manner which would cause or contribute to the causing of the pollution of any water flowing through or collected on or by the estates or of any water in the Alwen and Brenig Reservoirs of the Corporation when constructed;

(c) Erect any houses or buildings on the estate without the consent in writing of the Corporation except in the case of the rebuilding or extension or alteration of any houses or any farm agricultural or other buildings now existing;

(d) Divert or abstract or impede the flow of any water which would but for such diversion abstraction or impediment flow into the said reservoirs from the said estate or any part thereof except water now diverted or abstracted and except water required for use as the supply of any farms houses or buildings now existing or which may hereafter be erected or re-erected in accordance with the provisions of this subsection:

(4) The Corporation shall not acquire any sporting or fishing rights over any part of the estate other than such part as may be covered with the waters of the reservoir and the owner shall be entitled to exercise rights of sporting on such portion of the estate not covered by the water of the reservoir as shall be acquired from him by the Corporation and a right to shoot over and upon so much of the reservoir as is situate upon the lands acquired from the owner as aforesaid and a right to fish over and upon the said portion of the reservoir with rod and line (but such right of fishing shall not be exercised by more than four persons at any one time) together with the right for the purposes aforesaid at all times to come upon any part of the lands acquired from him as aforesaid and the said portion of the reservoir and to place maintain and use in and over the same one boat not exceeding twenty feet in length and not propelled by mechanical power and to erect a boat-house on the margin of the said reservoir in such position as may be approved by the Corporation Provided that such boat shall be used solely by the persons aforesaid Provided also

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that the rights of fishing in and the use of the boat on the said reservoir shall not be assigned apart from the estate or shooting rights of the owner:

Provided also that in the exercise of the said rights the water in the reservoir shall not be wilfully fouled and that no injury shall be done to the reservoir and waterworks of the Corporation and that nothing herein contained shall prejudice or interfere with the rights powers and authorities of the Corporation at all times without incurring any liability to draw off the water from the reservoir and to do all such acts matters and things whatsoever as may be necessary for the purpose of cleansing and repairing the reservoir and preventing the waters thereof from being fouled or preventing the accumulation of fish to such an extent as to affect the quality of the water Nothing in this section shall prejudice any right of the Corporation in respect of fishing in the said reservoir:

(5) Notwithstanding anything herein contained the owner and his tenants shall be at liberty to continue the dipping and the washing of sheep as at present and at the points and places at which such dipping and washing took place previously to the passing of this Act Provided always that the Corporation shall be entitled from time to time to require the discontinuance of such dipping or washing at any particular place or places upon condition that they shall previously to such discontinuance construct upon the said estate for the benefit of the owner and his tenants such new places and works in lieu of the discontinued places and works as the owner may reasonably require together with any works which in the opinion of the Corporation shall be necessary to prevent pollution:

(6) The Corporation in addition to any purchase money or compensation payable by them for the lands and easements hereinbefore specified shall make compensation to the owner for the diminution in value of his said estate by reason of the provisions of this section imposing restrictions upon the enjoyment use and development of the said estate and the amount of the compensation so to be paid by the Corporation shall failing agreement be determined as in cases of disputed

compensation under the Lands Clauses Consolidation Act 1845:

(7) The Corporation shall during the period over which the construction of the works in the neighbourhood of the estate shall extend pay the reasonable costs incurred by the owner in providing one man as keeper or watcher on the said estate and the Corporation shall at the request of the owner thereof dismiss any person in their employ who may be found poaching on the said estate or found thereon without reasonable excuse:

(8) The Corporation shall in addition to any other compensation payable by them under or by virtue of this Act in respect of the estate of the owner make full compensation to the owner and his tenants for all loss and damage occasioned to the owner and to his tenants by any acts of the Corporation their officers or contractors or any workmen employed by them or any of them whether during construction or maintenance of the works and the Corporation shall if they give notice to any tenant of the owner to determine his tenancy make compensation to the tenant in respect thereof:

(9) Any difference which may from time to time arise between the owner and the Corporation other than any difference as to the compensation to be paid by the Corporation to the owner for the compulsory acquisition of or the injuriously affecting (if any) of his property shall be determined in manner provided by the Arbitration Act 1889 and this section shall for the purposes of that Act be deemed to be a submission to a single arbitrator:

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

For protection of Pool Park Estate.

40. The following provisions shall unless otherwise agreed in writing have effect for the protection of the Right Honourable William Baron Bagot his heirs and successors in estate and assigns for the time being entitled in possession whether for life or any greater estate to the estate known as "The Pool Park Estate" (hereinafter called "the owner"):—

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(1) Notwithstanding anything contained in this Act or shown upon the deposited plans the Corporation shall not as regards the lands of the owner to be acquired in connection with the Brenig Reservoir except as by this section provided purchase or acquire from the owner a greater amount of land than is shown by red colour upon the plan signed by George Frederick Deacon on behalf of the Corporation and Henry Rofe on behalf of the owner together with the easements hereinafter referred to:

(2) The Corporation shall within three years from the passing of this Act serve upon the owner notice to treat for the purchase of the land so shown including the mines and minerals thereunder and the Corporation shall also serve a notice to treat and shall be entitled to acquire in accordance with the provisions of this Act easements for the purposes of the aqueducts numbered 2 and 3 authorised by this Act so far as the same are situate on the estate of the owner:

(3) The Corporation shall not acquire any sporting rights over any part of the estate of the owner who shall be entitled to exercise the exclusive rights of sporting on any part of the estate acquired as aforesaid:

(4) The owner shall be entitled to exercise the right to fish with rod and line in and over the waters of the Brenig Reservoir so far as they are upon the land acquired by the Corporation from the owner Provided that such right of fishing shall not be exercised by more than four persons at any one time together with the right for the purposes aforesaid at all times to go upon the lands acquired from him as aforesaid and to place maintain and use in and over such part of the said land as is covered with water one boat not exceeding twenty feet in length and not propelled by mechanical power and to erect upon the land acquired from him by the Corporation adjoining the said reservoir in such position as may be reasonably approved by the Corporation a boat-house provided that such boat shall be used solely by the persons aforesaid Provided also that in the exercise of the said rights the water in the reservoir shall not be wilfully fouled and that no injury shall be done to the reservoir and waterworks of the Corporation and that nothing herein

contained shall prejudice or interfere with the rights powers and authorities of the Corporation at all times without incurring any liability to draw off the water from the reservoir and to do all such acts matters and things whatsoever as may be necessary for the purpose of cleansing and repairing the reservoir and preventing the waters thereof from being fouled or preventing the accumulation of fish to such an extent as to affect the quality of the water Provided also that the rights of fishing in and the use of the boat on the said reservoir shall not be assigned apart from the estate or shooting rights thereover:

(5) Nothing in this section contained shall prejudice any right of the Corporation in respect of fishing in the said Brenig Reservoir:

(6) Any lands acquired by the Corporation under the powers of this Act shall be acquired subject to all existing tenancies and tenant right claims:

(7) Any apportionment of rent failing agreement between the Corporation and the owner shall be determined by arbitration as provided by this section and the land tax and tithe rentcharge (if any) are to be apportioned at the expense of the Corporation:

(8) There is to be reserved to the owner the use and privilege of drainage of all farms and places not purchased by the Corporation as now enjoyed and if any alterations or works interfering with such drainage are required by the Corporation in order to prevent pollution of the Corporation's water the costs of carrying out the alterations and works and of doing any other acts in order to provide an adequate and sufficient drainage for such farms and places are to be borne and paid by the Corporation and the owner may either carry out such alterations and works to the reasonable satisfaction of the Corporation and charge the Corporation therewith or permit the Corporation to execute the same and in such case a month's written notice of any works required to be done shall be given to the owner:

(9) The compensation to be paid by the Corporation to the owner and to all lessees and tenants of the said lands for the compulsory purchase of lands and for

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easements and rights and for damage done to crops or otherwise which may be sustained through the exercise of the powers of acquiring such lands easements and rights and otherwise in relation thereto shall failing agreement between the respective parties be settled in manner provided by the Lands Clauses Acts for determining questions of disputed compensation as if such lands easements and rights were lands within the meaning of those Acts:

(10) The lands to be acquired from the owner shall be fenced by the Corporation from the adjoining property by a substantial stone fence of dry rubble stone and coping set in mortar and of not less than five feet six inches in height from the ground level on the higher side and such fences shall be maintained by the Corporation in proper repair:

(11) No barbed wire shall be used in the construction of fences or other works authorised by this Act on the estate of the owner:

(12) In constructing the said Aqueduct No. 2 the Corporation shall only execute such works during such period of the year as the owner shall reasonably approve:

(13) Subject to the provisions hereinafter contained in subsections (14) and (15) of this section the Corporation shall when they are in a position to supply water by gravitation through any of the aqueducts by this Act authorised where laid through the estate of the owner or through roads adjacent thereto and when the owner after having given six calendar months' previous notice in writing to the Corporation of his desire and intention to take a supply of water is in a position by having provided a main and otherwise to take such supply deliver into such main from such aqueduct as aforesaid in perpetuity (subject as hereinafter mentioned) in bulk for domestic and sanitary purposes at Pool Park House such daily quantity of water per day of twenty-four hours reckoned from midnight to midnight as may be taken by the owner not exceeding in the whole five thousand gallons a day:

(14) The owner agrees to pay to the Corporation for and in respect of the supply of water to be afforded by the Corporation as aforesaid sevenpence for every one

thousand gallons supplied as registered by the meter hereinafter mentioned:

(15)—(A) All water taken from such aqueduct as aforesaid shall be measured by a meter or other apparatus of a proper description and capable of accurately registering the water supplied to be approved by the water engineer for the time being of the Corporation and such meter and apparatus and all other works and appliances shall be provided by the Corporation at such point as shall be approved by them at the expense of the owner who shall also pay all other costs charges and expenses (if any) which the Corporation may be put to incidental to the supply hereunder to the main of the owner from the aqueduct:

(B) The Corporation shall at all reasonable times be at liberty to take the readings of and inspect such meter or other apparatus and to test and require the accuracy thereof and the works appertaining thereto to be tested and if necessary repaired and maintained at the expense of the owner:

(C) The meter or other apparatus shall be placed in some chamber or building satisfactory to the Corporation and to be provided by the owner and shall be fixed and all pipes valves and other apparatus connecting it with the aqueduct including the junction between the aqueduct and the main of the owner shall be fixed made and executed by the Corporation at the cost of the owner The costs chargeable to the owner under this subsection shall be the actual sums expended by the Corporation together with the reasonable cost of plans drawings and supervision:

(D) The Corporation shall not be liable for any damage loss or expenses by any failure in the supply of water to the owner if such failure shall be occasioned by the act of God earthquake frost drought bursting of pipes insufficiency of pressure or unauthorised interference with or accidental or wilful damage to the works or plant of the Corporation or any cause beyond the control of the Corporation or during any time when the works of the Corporation shall be undergoing necessary repairs or cleansing but the Corporation shall take all reasonable steps to prevent such suspension of supply and to minimise the period of any such

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suspension and no payment in respect of water under this section shall be demanded by the Corporation in respect of the period during which such supply is suspended:

(E) All accounts for the water supplied shall be calculated up to the first day of January the first day of April the first day of July and the first day of October in every year for the three calendar months then preceding and shall be payable as soon thereafter as the proper amount payable shall be ascertained:

(F) In the event of default being made in any payment under this subsection and subsection (14) of this section for a period of three calendar months next after the same shall have become payable the Corporation may if they think fit in addition to all such other remedies as they may possess cease to be under any obligation under this subsection and may disconnect the main of the owner from the aqueduct and cease to supply any water to the estate but shall retain power to enter upon the estate within one calendar month thereafter to inspect the meter The Corporation shall not be answerable for any damage caused by the disconnection under this subsection of the main of the owner from the aqueduct but shall use all reasonable care in the work The cost of the work shall be recoverable from the owner by the Corporation in any court of competent jurisdiction:

(16) The Corporation shall at all times give and maintain free of charge in all cases where a supply of water to any property of the owner or his tenants is cut off or diminished by reason of the works of the Corporation a proper and sufficient supply of pure and wholesome water of not less than the supply existing before such injury as aforesaid:

(17) In the construction and maintenance of the said aqueducts the Corporation shall on the completion of the works or any repairs or other maintenance restore the surface of the ground as near as may be to its former level and state:

(18) Any telegraph or telephone wires or other means of communication laid by the Corporation through the estate of the owner shall be placed underground by the side of and as near as practicable to the line of aqueduct:

(19) The Corporation shall in constructing any aqueduct through any land of the owner fence in all excavations from time to time made on the lands of the owner or in some other effectual manner prevent cattle sheep and other animals from falling into such excavations and the Corporation shall when the works are completed remove such fences and shall so far as reasonably practicable restore the level surface of the ground excavated and such aqueducts shall be laid underground so as to leave at least two feet six inches between the general surface of the ground and the highest part of any pipe:

(20) The Corporation shall from time to time at the request of the owner provide for the drainage or sewerage of the estate suitable culverts or drains where interfered with by their works as authorised by this Act:

(21) All fences gates watercourses roads conveniences and other matters and things belonging to the owner which may be injured by the Corporation their contractors or workmen during the construction or maintenance of the works by this Act authorised shall subject to the provisions of this section forthwith after such interference be made good by the Corporation:

(22) The Corporation shall compensate and indemnify the owner and his lessees and tenants for and against any loss or damage caused by the leakage or bursting of the reservoirs aqueducts or works by this Act authorised or any other occurrence arising out of the said reservoirs aqueducts or works:

(23) The right of the owner and his tenants of passing over and using for all purposes the land over or under the said aqueducts (except such as would injure the aqueducts or interfere with their maintenance) shall not be interfered with It shall be lawful for the owner and his tenants to lay out construct and use along over or under the said aqueducts any roads drains or pipes provided that such construction and use shall not injure the said aqueducts or any works by this Act authorised or the maintenance thereof The Corporation shall not except with the consent of the owner fence off or sever any land of the owner in respect of which the Corporation acquire any easement or right:

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(24) If by reason of the discharge of water into any stream or on any of the lands of the owner from any washouts any portion of the lands of the owner be flooded or other injury caused the Corporation shall compensate the owner and his tenants for any injury or loss occasioned thereby:

(25) The Corporation shall from time to time pay to the owner on demand the reasonable costs of the employment by him of two additional keepers or watchers for the protection of the game and for the prevention of persons trespassing upon lands of the owner during the construction of the works of the Corporation in the locality of the estate of the owner:

(26) The Corporation shall in addition to any other compensation payable by them under or by virtue of this Act in respect of the estate make full compensation to the owner and his tenants for all damage and loss occasioned to them or any of them respectively or to their stock animals and crops by any act of the Corporation their officers or contractors or any workmen employed by them or any of them whether during construction or maintenance and shall at all times keep the owner indemnified against all and every claim for damage or loss occasioned to or sustained by the owner or his tenants by or by reason of the construction or maintenance of the aqueduct or other works:

(27) In case the Corporation fail to give the supply of compensation water required by the section of this Act the marginal note of which is "Compensation water" they shall in such case be liable to make compensation for any loss damage or injury sustained by the owner or his lessees or tenants who may be interested in any case where such loss damage or injury arises from a cause avoidable by the exercise of reasonable care or from the neglect of the Corporation:

(28) Any difference which may from time to time arise between the owner and the Corporation other than any difference as to the compensation to be paid by the Corporation to the owner for the compulsory acquisition of or the injuriously affecting (if any) of his property shall be determined in manner provided by the Arbitration Act 1889 and this section shall for the

purposes of that Act be deemed to be a submission to a single arbitrator:

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

For protection of Aneurin Oliver Evans.

41. For the protection of Aneurin Oliver Evans of Whitehall in the county of Denbigh or other the owner or owners of the Taiucha and Hafodelwy Estates (in this section referred to as "the owner") the following provisions shall unless otherwise agreed between the Corporation and the owner apply and have effect:—

(1) The Corporation shall within twelve months from the date of the passing of this Act give to the owner notice to treat for the purchase of the lands (including the mines and minerals thereunder) coloured pink as shown upon the plan signed by George Frederick Deacon on behalf of the Corporation and Henry Rofe on behalf of the owner and the whole of those lands shall be deemed to have been delineated on the deposited plans and described in the deposited books of reference so that the said notice to treat and all subsequent proceedings under the Lands Clauses Acts shall be applicable thereto and the Corporation shall also within the same period serve a notice to treat for the acquisition of the necessary easements for the purposes of the aqueducts authorised by this Act so far as the same are situate under any lands of the owner and for the purposes of subsection (9) of this section:

(2) Notwithstanding anything contained in this Act or shown upon the deposited plans the Corporation shall not in constructing any aqueduct conduit or line or lines of pipes or works in connection therewith by this Act authorised (herein referred to as "the aqueducts") upon or through the lands of the owner acquire any greater right or estate in such lands in connection with such aqueducts than an easement or right of constructing placing laying inspecting maintaining cleansing repairing or managing the aqueducts and all works in connection therewith which easement or right the owner shall sell and the Corporation shall restore and maintain the surface of the ground over

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such aqueducts to the reasonable satisfaction of the owner and the work of constructing such aqueducts through the estate shall be completed within twelve months from the date when the same shall be commenced and such aqueducts shall be laid underground and so as to leave at least two feet six inches between the general surface of the ground and the highest part of any pipe:

(3) Notwithstanding anything contained in this Act if and whenever the Corporation shall cease to discharge or deliver into the River Alwen at a point not more than three hundred yards below the foot of the outlet of the Alwen Reservoir by this Act authorised the quantity of water by this Act provided to be so delivered and if and whenever they shall cease to discharge or deliver into the River Brenig at a point not more than three hundred yards below the foot of the outlet of the Brenig Reservoir by this Act authorised the quantity of water by this Act provided to be so delivered then and in any such case they shall make compensation to the owner for all damage sustained by him by reason or in consequence of the cessation of such discharge to the extent of the cessation or reduction of the natural flow of the said rivers respectively:

(4) Until the reservoirs Works Nos. 1 and 2 respectively shall have been first filled for use the Corporation shall not impound any water therein except when and during such times as the quantity of water passing down the stream immediately below the outlet of such reservoir shall be equal to or in excess of the quantity of compensation water by this Act required to be discharged from such reservoirs respectively after the construction thereof and if the Corporation shall impound any water in contravention of this subsection they shall make compensation to the owner for any damage he may thereby sustain:

(5) The Corporation shall during the period over which the construction of the works in the neighbourhood of the Taiucha and Hafodelwy Estates shall extend pay the reasonable cost incurred by the owner in providing two men as keepers or watchers on the estate and the Corporation shall at the request of the owner

dismiss any person in their employ who may be found poaching on the said estate or found thereon without reasonable excuse:

(6) The Corporation shall adequately and properly fence the portion of the estate acquired by them under the powers of this Act from the adjoining lands of the owner and such fence shall be erected on the lands of the Corporation and be maintained by them and shall be a stone fence of at least five feet six inches in height of such a character as the owner may reasonably require:

(7) All damage which may from time to time happen to any buildings lands or other property of the owner by reason or in consequence of the bursting or giving way of any of their reservoirs aqueducts pipes or works shall be forthwith repaired and made good by the Corporation and the Corporation shall make compensation to the owner or his tenants for all injury loss and expense which he may sustain or be put to thereby:

(8) If by reason of the discharge of water into any stream or on any of the lands of the owner from any washouts any portion of the lands of the owner be flooded or other injury caused the Corporation shall compensate the owner and his tenants for any injury or loss occasioned thereby:

(9) Any telegraph or telephone wires or other means of communication laid by the Corporation through the estate of the owner shall be placed underground along the line of aqueduct:

(10) The Corporation shall in constructing any aqueduct through any land of the owner fence in all excavations from time to time made on the lands of the owner or in some other effectual manner prevent cattle sheep and other animals from falling into such excavations and the Corporation shall when the works are completed remove such fences and shall so far as reasonably practicable restore the surface of the ground to a similar state and condition as the same was in before the excavation was commenced:

(11) The Corporation shall from time to time at the request of the owner provide for the drainage or sewerage

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of the estate suitable culverts or drains where such drainage or sewerage may be interfered with by any of their works:

(12) All fences gates watercourses roads conveniences and other matters and things belonging to the owner which may be injured by the Corporation their contractors servants or workmen during the construction or maintenance of the works by this Act authorised shall subject to the provisions of this section forthwith after such interference be made good by the Corporation:

(13) Any apportionment of rent failing agreement between the Corporation and the owner shall be determined by arbitration as provided by this section and the land tax and tithe rentcharge (if any) shall be apportioned at the expense of the Corporation:

(14) The Corporation shall in addition to any other compensation payable by them under or by virtue of this Act in respect of the estate of the owner make full compensation to the owner or his tenants for all loss and damage occasioned to the owner and to his tenants by any acts of the Corporation their officers or contractors or any workmen employed by them or any of them whether during the construction or maintenance of the works and the Corporation if they give notice to any of the present tenants of the owner to determine his tenancy shall make compensation to the tenant in respect thereof:

(15) The owner or the lessee or tenant of the sporting rights on the Taiucha and Hafodelwy Estates of the owner may fish with rod and line in and over so much of the waters of the reservoir Work No. 1 by this Act authorised as are situate upon lands acquired by the Corporation from the owner and the owner or his lessee or tenant as aforesaid shall have the right to maintain and use on such portion of the reservoir one boat not exceeding twenty feet in length and not propelled by mechanical power provided that such boat shall not be let for hire but shall be used solely by the owner and such other persons as aforesaid and also the right to erect and maintain on the margin of the said reservoir a boat-house for keeping such boat and such boat-house shall be in some convenient

position to be determined by the Corporation on the south-western margin of the reservoir and the Corporation shall permit the owner and his lessee or tenant as aforesaid at all times to have access thereto across the lands of the Corporation Provided that the rights by this subsection reserved to the owner shall not be exercised by more than four persons at any one time and that in the exercise of the rights by this subsection reserved the water in the reservoir shall not be wilfully fouled and no injury shall be done to the reservoir and waterworks of the Corporation and nothing herein contained shall in any wise prejudice or interfere with the rights powers and authorities of the Corporation at all times without incurring any liability to draw off the water from the reservoir and to do all such acts matters and things as they may think requisite in or in connection with their said reservoir and property Provided also that the rights of fishing in and the use of the boat on such portion of the said reservoir as aforesaid shall not be assigned apart from the estate or shooting rights thereover :

(16) Nothing in this section contained shall prejudice any right of the Corporation in respect of fishing in the said reservoir :

(17) Any difference which may from time to time arise between the owner and the Corporation other than any difference as to the compensation to be paid by the Corporation to the owner for the compulsory acquisition of or the injuriously affecting (if any) of his property shall be determined in manner provided by the Arbitration Act 1889 and this section shall for the purposes of that Act be deemed to be a submission to a single arbitrator :

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

For protection of Charles Salusbury Mainwaring.

42. For the protection of Charles Salusbury Mainwaring of Bwlch-y-Beudy Cerrig-y-druidion in the county of Denbigh or other the owner or owners for the time being of the Hafodlom and Elorgarreg Estate and of the Bwlch and Llaethrwyd Estate in the said county of Denbigh (hereinafter respectively referred to

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as "the owner") the following provisions shall unless otherwise agreed between the Corporation and the owner apply and have effect (that is to say):—

(1) The Corporation shall within three years from the date of the passing of this Act give to the owner notice to treat for the purchase of the lands (including the mines and minerals thereunder) coloured pink as shown upon the plan signed by George Frederick Deacon on behalf of the Corporation and Henry Rofe on behalf of the owner and the whole of those lands shall be deemed to have been delineated on the deposited plans and described in the deposited books of reference so that the said notice to treat and all subsequent proceedings under the Lands Clauses Acts shall be applicable thereto and the Corporation shall also within the same period serve a notice to treat for the acquisition of the necessary easements for the purposes of the aqueducts authorised by this Act so far as the same are situate under any lands of the owner and for the purposes of subsection (8) of this section:

(2) Notwithstanding anything contained in this Act or shown upon the deposited plans the Corporation shall not in constructing any aqueduct conduit or line or lines of pipes or works in connection therewith by this Act authorised (herein referred to as "the aqueducts") upon or through the lands of the owner acquire any greater right or estate in such lands in connection with such aqueducts than an easement or right of constructing placing laying inspecting maintaining cleansing repairing or managing the aqueducts and all works in connection therewith which easement or right the owner shall sell and the Corporation shall restore and maintain the surface of the ground over such aqueducts to the reasonable satisfaction of the owner and the work of constructing such aqueducts through the estate shall be completed within twelve months from the date when the same shall be commenced and such aqueducts shall be laid underground and so as to leave at least two feet six inches between the general surface of the ground and the highest part of any pipe:

(3) Notwithstanding anything contained in this Act if and whenever the Corporation shall cease to discharge or

deliver into the River Alwen at a point not more than three hundred yards below the foot of the outlet of the Alwen Reservoir by this Act authorised the quantity of water by this Act provided to be so delivered and if and whenever they shall cease to discharge or deliver into the River Brenig at a point not more than three hundred yards below the foot of the outlet of the Brenig Reservoir by this Act authorised the quantity of water by this Act provided to be so delivered then and in any such case they shall make compensation to the owner for all damage sustained by him by reason or in consequence of the cessation of such discharge to the extent of the cessation or reduction of the natural flow of the said rivers respectively:

(4) Until the reservoirs Works Nos. 1 and 2 respectively shall have been first filled for use the Corporation shall not impound any water therein except when and during such times as the quantity of water passing down the stream immediately below the outlet of such reservoirs shall be equal to or in excess of the quantity of compensation water by this Act required to be discharged from such reservoirs respectively after the construction thereof and if the Corporation shall impound any water in contravention of this subsection they shall make compensation to the owner for any damage he may thereby sustain:

(5) The Corporation shall during the period over which the construction of the works in the neighbourhood of the Bwlch and Llaethrwyd Estate shall extend pay the reasonable cost incurred by the owner in providing one man as keeper or watcher on the said estate and the Corporation shall at the request of the owner dismiss any person in their employ who may be found poaching on the said estate or found thereon without reasonable excuse:

(6) All damage which may from time to time happen to any buildings lands or other property of the owner by reason or in consequence of the bursting or giving way of any of their reservoirs aqueducts pipes or works shall be forthwith repaired and made good by the Corporation and the Corporation shall make full compensation to the owner for all injury loss and expense which he may sustain or be put to thereby:

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any difference as to the compensation to be paid by the Corporation to the owner for the compulsory acquisition of or the injuriously affecting (if any) of his property shall be determined in manner provided by the Arbitration Act 1889 and this section shall for the purposes of that Act be deemed to be a submission to a single arbitrator:

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

For protection of Llanbedr and Bathafarn Settled Estates and Ffynogion and Merllyn Estates.

43. The following provisions shall have effect for the benefit and protection of Sir John Henry Puleston as trustee of the Llanbedr and Bathafarn Settled Estates in the county of Denbigh his heirs and assigns and his successors in estate and of the said Sir John Henry Puleston his heirs and assigns or other the owner for the time being of the Ffynogion and Merllyn Estates in the parish of Llanfair-Dyffryn-Clwyd in the county of Denbigh (all or any of whom are in this section included in the expression "owner") (that is to say):—

(1) If the existing supply of water from any existing well pond pool stream or watering-place situate in or upon the Parc Gwyn and Bwlch-y-Parc Farms in the parish of Llanrhydd is at any time depleted or diminished in consequence of the exercise by the Corporation of the powers conferred on them by this Act the Corporation shall make good the deficiency and the supply for the purpose of making good the deficiency shall be given from the aqueduct of the Corporation automatically at the pond pool stream or watering-place at which such deficiency occurs:

(2) The Corporation may if they think fit in lieu of making good the depletion or diminution of supply as aforesaid either—

(A) Deepen the affected well pond pool stream or watering-place or make such borings or headings therein as will increase the supply so as to make good the said depletion or diminution and the owner shall without any charge give to the Corporation access and every facility for carrying out such deepening borings or headings;

(b) Make compensation in money to the owner for such depletion or diminution the amount of such compensation to be settled in case of difference by arbitration as hereinafter provided:

(3) All mains or pipes to be connected with the aqueduct of the Corporation and tanks and fittings required for the purpose of supplying water in pursuance of this section shall be provided laid down and fixed and shall be maintained by and at the expense of the Corporation and the owner shall free of cost to the Corporation afford to the Corporation all reasonable or necessary facilities for the said purposes:

(4) At all reasonable times after the passing of this Act the Corporation may inspect and test any well pond pool stream or watering-place as aforesaid situate in or upon the lands of the owner hereinbefore mentioned and for that purpose may enter upon the land and premises upon which any such well pond pool stream or watering-place is situate making good any damage caused by such inspection or entry and shall furnish the owner or his agent with the result of such inspection or test within forty-eight hours of the same being made or taken:

(5) It shall be lawful for the owner to form lay out and make along over or under the said aqueduct of the Corporation and the mains and pipes laid under the provisions of this section any roads sewers drains or pipes but any such roads sewers drains or pipes shall be so formed laid out or made as not to interfere with or injure the said aqueduct or such mains and pipes and the construction of any such roads sewers drains or pipes as aforesaid where they pass over along or under the said aqueduct mains and pipes shall be subject to the reasonable approval of the engineer of the Corporation Provided that this subsection shall only apply to that portion of the respective estates in which the Corporation shall have acquired an easement only:

(6) The Corporation shall indemnify the owner and his tenants against all damages which they may sustain in consequence of the bursting or failure of the aqueduct or lines of pipes by this Act authorised to be laid:

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(7) The Corporation shall make good the drainage and sewerage of the estates of the owner where interfered with by the works of the Corporation:

(8) Any dispute question or difference which may arise between the Corporation and the owner under the foregoing provisions of this section shall be referred to the arbitration of an engineer appointed unless otherwise agreed by the President for the time being of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration:

(9) The Corporation and the owner may enter into and fulfil agreements with reference to the supply of water by the Corporation to the owner or with reference to any matter referred to in this section and may by any such agreement alter or modify any of the provisions of this section:

(10) The provisions of this section shall except in regard to the matters provided for by this section be in addition to and not in derogation from any other provisions of this Act or any Act incorporated therewith which may enure for the protection or benefit of the owner.

For protection of Hudson Ewbanke Kearley.

44. For the protection of Hudson Ewbanke Kearley and his sequels in estate (hereinafter called "the owner") the following provision shall unless otherwise agreed between the owner and the Corporation have effect (that is to say):—

Nothing in this Act contained shall authorise the Corporation without the consent in writing of the owner to take or interfere with the lands and property in the parish of Bylchau shown by a pink colour on the plan signed by George Frederick Deacon on behalf of the Corporation and Henry Rofe on behalf of the owner.

For protection of Reverend Humphrey William Bretherton.

45. For the protection of the Reverend Humphrey William Bretherton (in this section referred to as "the owner") the following provisions shall unless otherwise agreed in writing between the Corporation and the owner apply and have effect so far as regards the estate of the owner situated within the limits of deviation shown on the deposited plans and described in the deposited books of reference in connection with this Act:—

(1) The owner and his tenants shall be at liberty to continue the dipping and washing of sheep as at present at

such points and places as may be convenient for that purpose Provided always that the Corporation shall be entitled from time to time to require the discontinuance of such washing and dipping at any particular place or places upon condition that they shall previously to such discontinuance construct and provide for the benefit of the owner and his tenants such new place and works in such position as the Corporation may deem necessary and the owner may reasonably approve at or near to any existing stream together with such works as in the opinion of the Corporation may be necessary to prevent pollution Provided that any such works shall not be constructed except between the first day of January and the fifteenth day of May in any year unless with the consent of the owner:

(2) The owner shall on his estate or any part thereof be entitled to burn the heather and shall not be liable for any loss or damage caused to the Corporation or their property by heather burning:

(3) The Corporation shall pay to the owner the reasonable cost not exceeding the sum of twenty pounds in respect of the employment of one man as a watcher to prevent poaching and trespass on the said estate in each year during the period for which the reservoirs Works Nos. 1 and 2 and the subsidiary works connected therewith by this Act authorised shall be under construction and the Corporation shall if so required by the owner or his agents dismiss any person in their employment who may be found poaching or without reasonable excuse upon the said estate:

(4) The Corporation shall make full compensation to the owner and his tenants for all loss and damage occasioned to the owner and to his tenants by any acts of the Corporation their officers or contractors or any workmen employed by them or any of them whether during construction or maintenance of the works:

(5) Any difference which may from time to time arise between the owner and the Corporation under this section shall be determined in manner provided by the Arbitration Act 1889 and this section shall for the purposes of that Act be deemed to be a submission to a single arbitrator:

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(6) The provisions of this section shall be in addition to and not in derogation from the other provisions of this Act which shall enure for the protection or benefit of the owner and shall not prejudice the right of the Corporation under the provisions of this Act relating to the compulsory acquisition of lands.

For protection of estate of Henry Neville Gladstone.

46. The following provisions shall (unless otherwise agreed in writing) apply and have effect for the protection of Henry Neville Gladstone of Burton Manor in the county of Chester:—

(1) In this section the expression "the owner" means the said Henry Neville Gladstone or other the owner or owners for the time being of the Burton Estate the expression "the estate" means the said Burton Estate and the expression "the aqueduct" means the Aqueduct No. 6 by this Act authorised:

(2) The Corporation shall not be entitled to purchase and take otherwise than by agreement any part of the estate or any easement or right in under or over the estate except that the Corporation may purchase and acquire an easement for the aqueduct consisting of not more than three lines of pipes in accordance with the provisions of the section of this Act the marginal note whereof is "Power to acquire easements only":

(3) The Corporation shall make and maintain the aqueduct so far as the same may pass through the estate as nearly as reasonably practicable in the line shown on the deposited plans so far as it passes through the estate but so as not to deviate to the eastward thereof and no permanent buildings or works of any kind other than the aqueduct shall be erected or placed upon the estate or any part thereof:

(4) Notwithstanding anything contained in this Act or shown on the deposited sections the aqueduct so far as the same may pass through the estate shall be so constructed that no part thereof shall be less than two feet six inches beneath the present general surface of the ground:

(5) The Corporation shall construct maintain and keep the aqueduct so far as the same may pass through the estate and all works in connection therewith so far as practicable water-tight and shall indemnify the owner

or the owners lessees and tenants from any loss or damage caused by leakage from the aqueduct or the works in connection therewith:

(6) The Corporation shall make full compensation to the owner and the owner's tenants for all damages and loss occasioned to them or any of them respectively from time to time by any acts of the Corporation their officers or contractors or any workmen employed by them or any of them in constructing any additional lines of pipes of the aqueduct which may be laid after the completion of the first line of pipes or in making any other addition to or alteration of the said aqueduct or in reference to repairing or maintaining the same:

(7) For the purposes of the provisions incorporated with this Act of the Railways Clauses Consolidation Act 1845 the road running from Denhall Lane to Burton Point parallel to the aqueduct shall be deemed to be a private road for the purposes of the powers contained in the Railways Clauses Consolidation Act 1845 incorporated with this Act:

(8) The provisions of this section shall be in addition to and not in derogation of any other provisions of this Act or of any Act incorporated therewith which may enure for the protection or benefit of the owner or his tenants:

(9) Any difference which may from time to time arise between the owner and the Corporation with respect to any question under subsections (3) to (5) of this section shall be referred to and determined by a surveyor to be agreed upon between the parties or failing such agreement to be appointed by the President of the Surveyors' Institute and any question arising under subsection (6) of this section shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845.

For protection of Dee Conservancy Board.

47. For the protection of the Dee Conservancy Board and of the River Dee Navigation (hereinafter in this section called respectively "the board" and "the said navigation") the following provisions shall unless otherwise agreed in writing between the Corporation and the board apply and have effect (that is to say):—

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(1) The Corporation shall not acquire any land of the board but the Corporation may acquire an easement through such land for the purpose of constructing and maintaining the aqueduct (Work No. 16) and all necessary works in connection therewith under and in accordance with the provisions of this Act:

(2) The aqueduct shall be carried under the navigation foreshore banks and towing-path of the River Dee in accordance with plans and sections to be submitted to and reasonably approved by the acting conservator for the time being of the board and shall be so laid that for a length of one hundred feet under and across the navigable channel no portion thereof shall be at a higher level than ten feet below Ordnance datum as shown on the deposited plans and sections or than fifteen feet below Ordnance datum if the nature of the bed and soil of the river will admit of the aqueduct being so laid by the method of hydraulic jets and shall be so laid under the said navigation that when constructed it shall not cause any obstruction or inconvenience to the navigation:

(3) All works constructed under in or on the said navigation foreshore and banks under the provisions of this Act shall be constructed and maintained so as to cause as little inconvenience as possible to the traffic of the river and to the reasonable satisfaction of the acting conservator for the time being of the board and the Corporation shall remove all temporary works placed in the navigation with all reasonable despatch after the use of the same shall have become unnecessary and shall also remove all accumulations of silt caused by such temporary works and the Corporation shall pay by way of indemnity for damage or injury (if any) done to the foreshore and banks of the river by the works of the Corporation such sum as the Corporation and the board may agree or as failing agreement shall be settled by arbitration:

(4) All electrical wires and other similar means of communication shall be placed under the said navigation so that no part thereof shall be at a higher level than the aqueduct:

(5) The Corporation at their own expense shall during the construction of the said aqueduct and works under

the said navigation maintain and keep burning on any temporary works which may be erected in the waterway of the navigation or on any part of the foreshore banks and towing-path every night from sunset to sunrise lights sufficient to effectually warn and protect any vessels or persons navigating or using the said navigation foreshore banks or towing-path :

(6) The Corporation shall at all times when executing works of construction or maintenance of the said aqueduct and works under the said navigation maintain a towing-path not less efficient than before the commencement of the works and after the completion thereof shall reinstate the towing-path foreshore and banks in all respects as they were immediately before the commencement of the said works of construction or maintenance :

(7) If and whenever by any act or omission of the Corporation any part of the said navigation foreshore banks or towing-path shall be rendered impassable or obstructed for any vessels navigating or persons using the same or shall be otherwise damaged then the Corporation shall make good any loss or damage sustained by the board or by the owner of any such vessel or any such person as aforesaid the amount of such loss or damage to be settled in case of difference by arbitration and the Corporation shall indemnify the board against all consequences of any such act or omission Neither the board nor the owners of boats or vessels lawfully using the said navigation shall be liable for any damage or injury to the said aqueduct and works of the Corporation where such damage shall be occasioned by the ordinary and reasonable user of such navigation and shall not be attributable to the negligence or wrongful acts of the board or the said owners or their respective servants or agents :

(8) The Corporation shall pay to the board by way of indemnity against any injury that may be done to the navigation by reason of the impounding and taking of water by this Act authorised the following amounts at the times hereinafter mentioned :—

(A) When the Corporation commence to impound water in the Alwen Reservoir the sum of six

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thousand five hundred pounds to be by the board from time to time applied to the improvement of the navigation and the interest upon such sum until so applied shall be carried to the credit of the income of the board as if it were income arising from tolls;

(b) When the Corporation commence to impound water in the Brenig Reservoir the sum of four thousand pounds to be by the board from time to time applied to the improvement of the navigation and the interest upon such sum until so applied shall be carried to the credit of the income of the board as if it were income arising from tolls Provided that in the event of the Corporation not impounding the water in the Brenig Reservoir within a period of fifteen years after the commencement of the impounding of the water in the Alwen Reservoir the said sum of four thousand pounds shall be paid to the board on the expiration of that period;

The receipt of the clerk of the board shall be a full discharge to the Corporation for the said sums respectively and the Corporation shall not be bound to see to or be answerable for the application thereof:

(9) If at any time after the construction of the aqueduct by this Act authorised under the River Dee the board prove to the satisfaction of the Board of Trade that they are about to execute works for the improvement of the said navigation by deepening the bed of the river under which the said aqueduct is laid or by executing works of navigation over the said aqueduct to such an extent as to render the position of the aqueduct unsuitable the Corporation shall after receiving six months' notice in writing from the board to that effect alter the position of the said aqueduct in such manner and to such extent as shall be agreed or as shall in default of agreement be determined by arbitration:

(10) If the Corporation shall at any future time abandon the said aqueduct and works under the said navigation they shall (if required so to do by the board) remove

the said aqueduct and works under the superintendence and to the reasonable satisfaction of the acting conservator of the board:

(11) The Corporation shall pay to the acting conservator of the board his reasonable and proper charges and expenses for any work done by him under the provisions of this section the amount thereof in case of difference to be settled by arbitration:

(12) Any question directed by this section to be settled by arbitration and any other question or difference arising under this section shall be referred to and settled by a civil engineer to be appointed by the Board of Trade under and subject to the provisions of the Arbitration Act 1889.

For protection of Ruthin Water Company.

48. The following provision shall have effect for the protection of the Ruthin Water Company:—

The aqueduct of the Corporation where laid across any water main of the Ruthin Water Company shall be so constructed and laid as to leave between it and such water main a space of one foot at the least and such aqueduct shall be self-supporting for a distance of three feet at the least on either side of such water main at the point of crossing.

For protection of West Cheshire Water Company.

49. For the protection of the West Cheshire Water Company (in this section referred to as "the company") the following provisions shall unless otherwise agreed between the Corporation and the company apply and have effect (that is to say):—

(1) Nothing in this Act shall empower the Corporation either directly or indirectly to supply water within or so as to be used within the limits for the supply of water of the company otherwise than in bulk to the company or with the consent in writing of the company to the Wirral Waterworks Company:

(2) Before executing any works by this Act authorised over under or within ten feet of any water main or pipe of the company the Corporation shall give to the company ten days' notice in writing of their intention to commence the said works together with a plan of the works showing the mode and position in which the works are intended to be executed and placed and shall upon being required to do so by the company give them any such further information in relation thereto as

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the company may desire and all such works shall be constructed under the superintendence and to the satisfaction of the engineer to the company and the Corporation shall take such precautions and do such works (including the provision of new altered or substituted works) for preventing as far as possible any injury or interruption to the works and the water supply of the company as such engineer shall require and shall pay all the reasonable expenses incurred by the company in superintending the construction of the said works and incident thereto:

(3) The Corporation shall not remove or displace any of the mains or pipes valves syphons plugs or other works belonging to the company or do anything to impede the passage of water into or through such mains or pipes until good and sufficient mains or pipes valves syphons plugs and all other works necessary or proper for continuing the supply of water as efficiently as the same was supplied by the mains or pipes proposed to be removed or displaced shall at the expense of the Corporation have been first made and laid down in lieu thereof and be ready for use in a position as little varying from that of the mains pipes valves syphons plugs or other works proposed to be removed or displaced as may be consistent with the construction of the works by this Act authorised and to the reasonable satisfaction of the aforesaid engineer:

(4) Seven days before the Corporation commence to make or lay down any such substituted mains pipes or other works as are mentioned in the last preceding subsection they shall give to the company notice in writing of their intention so to do and the company may within seven days of the service of such notice serve a statement upon the Corporation stating that they desire to make and lay down such substituted mains pipes and other works themselves and thereupon such substituted mains pipes or other works shall be made or laid down by the company and the Corporation shall on the completion of such substituted mains pipes or other works pay to the company the expenses incurred by them in making and laying down the same:

(5) Any new altered or substituted mains pipes or other works constructed under the provisions of this section shall

from and after the completion thereof be the property of the company as fully and completely as any works of the company now are or hereafter may be:

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

(7) The Corporation shall make good all damage done to the property of the company by the disturbance thereof and shall make full compensation to the company for any loss damage or expenses which they may from time to time sustain by reason or in consequence of any interference with any of their mains pipes or works or of the bursting of any aqueduct reservoir or other work of the Corporation:

(8) The reasonable expense of all repairs or renewals of any mains pipes or other works of the company which may be rendered necessary by reason of any subsidence resulting from the works of the Corporation whether during the construction of such works or after the completion thereof shall be borne and paid by the Corporation:

(9) The company shall at all times have full power on giving reasonable notice to the Corporation to pass over or under any work of the Corporation constructed under the authority of this Act for the purpose of such extensions repairs or alterations of their existing works as they may from time to time think necessary but any such extensions repairs or alterations where the same cross the aqueduct or works of the Corporation or shall be situate within ten feet of such works shall be carried out to the reasonable satisfaction of and under the superintendence of the Corporation or their officers and shall be so constructed as not to interfere with the said aqueduct or any works of the Corporation:

(10) The provisions of this section shall be in addition to and not in derogation of any other provisions of this

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Act or of any Act incorporated herewith which may enure for the protection or benefit of the company:

(11) If any difference arise between the Corporation and the company touching this section or anything to be done or any money to be paid thereunder such difference shall be determined by an arbitrator to be agreed upon between the parties or in default of agreement to be appointed (on the application of either of the parties) by the President for the time being of the Institution of Civil Engineers.

For protection of Wirral Waterworks Company.

50. For the protection of the Wirral Waterworks Company (in this section referred to as "the company") the following provisions shall unless otherwise agreed between the Corporation and the company apply and have effect (that is to say):—

(1) Nothing in this Act shall empower the Corporation either directly or indirectly to supply water within or so as to be used within the limits for the supply of water of the company otherwise than in bulk to the company or with the consent in writing of the company to the West Cheshire Water Company:

(2) Before executing any works by this Act authorised over under or within ten feet of any water main or pipe of the company the Corporation shall give to the company ten days' notice in writing of their intention to commence the said works together with a plan of the works showing the mode and position in which the works are intended to be executed and placed and shall upon being required to do so by the company give them any such further information in relation thereto as the company may desire and all such works shall be constructed under the superintendence and to the satisfaction of the engineer to the company and the Corporation shall take such precautions and do such works (including the provision of new altered or substituted works) for preventing as far as possible any injury or interruption to the works and the water supply of the company as such engineer shall require and shall pay all the reasonable expenses incurred by the company in superintending the construction of the said works and incident thereto:

(3) The Corporation shall not remove or displace any of the mains or pipes valves syphons plugs or other works

belonging to the company or do anything to impede the passage of water into or through such mains or pipes until good and sufficient mains or pipes valves syphons plugs and all other works necessary or proper for continuing the supply of water as efficiently as the same was supplied by the mains or pipes proposed to be removed or displaced shall at the expense of the Corporation have been first made and laid down in lieu thereof and be ready for use in a position as little varying from that of the mains pipes valves syphons plugs or other works proposed to be removed or displaced as may be consistent with the construction of the works by this Act authorised and to the reasonable satisfaction of the aforesaid engineer:

(4) Seven days before the Corporation commence to make or lay down any such substituted mains pipes or other works as are mentioned in the last preceding subsection they shall give to the company notice in writing of their intention so to do and the company may within seven days of the service of such notice serve a statement upon the Corporation stating that they desire to make and lay down such substituted mains pipes and other works themselves and thereupon such substituted mains pipes or other works shall be made or laid down by the company and the Corporation shall on the completion of such substituted mains pipes or other works pay to the company the expenses incurred by them in making and laying down the same:

(5) Any new altered or substituted mains pipes or other works constructed under the provisions of this section shall from and after the completion thereof be the property of the company as fully and completely as any works of the company now are or hereafter may be:

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

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(7) The Corporation shall make good all damage done to the property of the company by the disturbance thereof and shall make full compensation to the company for any loss damage or expenses which they may from time to time sustain by reason or in consequence of any interference with any of their mains pipes or works or of the bursting of any aqueduct reservoir or other work of the Corporation:

(8) The reasonable expense of all repairs or renewals of any mains pipes or other works of the company which may be rendered necessary by reason of any subsidence resulting from the works of the Corporation whether during the construction of such works or after the completion thereof shall be borne and paid by the Corporation:

(9) The company shall at all times have full power on giving reasonable notice to the Corporation to pass over or under any work of the Corporation constructed under the authority of this Act for the purpose of such extensions repairs or alterations of their existing works as they may from time to time think necessary but any such extensions repairs or alterations where the same cross the aqueduct or works of the Corporation or shall be situate within ten feet of such works shall be carried out to the reasonable satisfaction of and under the superintendence of the Corporation or their officers and shall be so constructed as not to interfere with the said aqueduct or any works of the Corporation:

(10) The provisions of this section shall be in addition to and not in derogation of any other provisions of this Act or of any Act incorporated herewith which may enure for the protection or benefit of the company:

(11) If any difference arise between the Corporation and the company touching this section or anything to be done or any money to be paid thereunder such difference shall be determined by an arbitrator to be agreed upon between the parties or in default of agreement to be appointed (on the application of either of the parties) by the President for the time being of the Institution of Civil Engineers.

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For protection of Connah's Quay Gas and Water Company Limited.

51. For the protection of the Connah's Quay Gas and Water Company Limited (in this section called "the company") the following provisions shall unless otherwise agreed have effect (that is to say):—

(1) The Corporation shall not be entitled to acquire any land of the company between the points A and B shown on the plan hereinafter in this section referred to but the Corporation may acquire an easement over such lands for the purpose of constructing and maintaining the aqueduct (Work No. 16) under and in accordance with the provisions of the section of this Act the marginal note whereof is "Power to acquire easements only" and subject to the provisions of this section:

(2) The aqueduct (Work No. 16) hereinbefore mentioned shall not be laid to the northward of the red line from A to B delineated on the plan signed by George Frederick Deacon on behalf of the Corporation and by Frank Edward Priest on behalf of the company (hereinafter in this section referred to as "the signed plan") and shall between the same points be laid at levels which shall not be deeper than three feet from the general surface level of the ground to the top of the aqueduct and the powers of lateral and vertical deviation granted by this Act shall be modified accordingly:

(3) The Corporation shall at their own expense construct and lay such number of pipes not exceeding three in number as may be required by the company each of nine inches diameter to be laid underneath the proposed aqueduct between the points A and B before mentioned for the purpose of conveying water from the south to the north side of the aqueduct such pipes shall be laid at such points as may be determined by the company and in such manner that the company may connect the same with their works:

(4) The Corporation shall at their own expense make and construct an underground stank of clay puddle or concrete for the purpose of trapping all water which may follow the line of the aqueduct such stank shall extend at least five feet to the north and south of the outside pipes of the aqueduct for the time being and

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shall be so placed at a point to be determined upon by the company and shall be made and constructed in accordance with plans to be first submitted to and reasonably approved by the company and such works shall be completed and carried out to the reasonable satisfaction of the company:

(5) The Corporation shall in all cases make the aqueduct and other works by this Act authorised impervious and shall not take or appropriate by any of such works any springs streams or waters which now directly or indirectly supply the reservoirs of the company and shall so construct such works as to interfere as little as possible with such springs streams and waters and the Corporation shall construct such further works in such manner and shall do all such things as may be necessary to cause such waters to continue to flow in the same course or courses and at the same level or levels as at present Such works shall be sufficient not only to restore the flow of waters after the completion of the aqueduct but also be such as to cause such waters to continue to flow without interruption during the period in which the construction of the works is carried on and in the event of the construction of the works authorised by this Act diverting or interfering with the flow of underground water so as to injuriously affect any spring or source of water supply now enjoyed by the company the Corporation shall on the application of the company construct such other works as may be necessary to restore such supply:

(6) Before commencing any work in connection with the construction of the aqueduct between the points A and B on the signed plan the Corporation shall deliver to the company plans and sections showing fully the nature of the intended work and the manner of carrying it out and the nature and particulars of the provisions and works intended for maintaining the flow to the reservoirs of the company under the last preceding subsection and such plans shall be subject to the reasonable approval of the company:

(7) The Corporation shall construct in the aqueduct at some point to be agreed between the company and the Corporation a self-acting valve or valves or other

device or devices so constructed as to effectually close the aqueduct and prevent the passage of water therein in case of any burst and shall for ever maintain such valve or valves or other devices in good working order:

(8) The Corporation shall make full compensation to the company for all damage and injury (if any) which may be caused to the property works or water supply of the company by reason or in consequence of the construction of the works by this Act authorised or the failure of any part thereof or any accident thereto:

(9) The company shall at all times have the free right to cross over or under the aqueduct for any purpose and to carry either over or under the same or over or under any works of the Corporation which may be situate within the limits of supply of the company for gas or water gas and water pipes drains mains culverts or other works necessary for the purpose of their undertaking but any such gas or water pipes drains mains culverts or other works of the company where the same cross the aqueduct or any works of the Corporation or shall be situate within ten feet of such works shall be carried out to the reasonable satisfaction of and under the superintendence of the Corporation or their officers and shall be so constructed as not to interfere with the said aqueduct or any of the works of the Corporation:

(10) The provisions of sections 18 to 22 both inclusive of the Railways Clauses Consolidation Act 1845 shall be deemed to be incorporated with this section and shall extend and apply for the protection of the gas and water mains and apparatus of the Company which may be interfered with by the Corporation in exercise of the powers conferred by this Act and for the purpose of such incorporation the works hereby authorised shall be deemed to be a railway Provided that it shall be competent for the company if they so elect themselves to carry out at the expense of the Corporation all or any work of alteration of mains pipes syphons plugs and other things and apparatus belonging to the company or of substitution of new mains pipes apparatus and works as may be necessary

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in consequence of the works of the Corporation or as may be required under the provisions of such section so incorporated as aforesaid and such works shall be carried out to the reasonable satisfaction of and under the superintendence of the Corporation or their officers and the Corporation shall not make any alteration in any of the mains pipes or apparatus of the company until they have submitted to the company plans and sections showing such alterations and until such plans and sections shall have received the approval of the company which approval shall not be unreasonably withheld:

(11) The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary use of lands near the railway during the construction thereof shall not apply to lands near the said aqueduct between the points marked A and B on the signed plan:

(12) In the event of any difference or dispute arising between the company and the Corporation as to any matters relating to or arising out of this section including the approval of plans or works by the company or the Corporation the same shall be referred to an engineer to be appointed by the President of the Institution of Civil Engineers for the time being.

For protection of Great Central Railway Company.

52. The following provisions for the protection of the Great Central Railway Company (in this section referred to as "the company") shall notwithstanding anything in this Act contained apply and have effect except in so far as may be otherwise agreed between the company and the Corporation (that is to say):—

(1) The construction or laying of any aqueducts mains or pipes under or in pursuance of this Act into through or under any railways or other property of the company and any works of maintenance repair and renewal of such aqueducts mains or pipes and any works connected therewith (all of which works of construction or maintenance are hereinafter referred to as "the said waterworks") shall be done under the superintendence and to the reasonable satisfaction of the principal engineer of the company and according to plans sections and specifications to be submitted to and reasonably approved by him before any such works are commenced Provided that if the said principal

engineer shall fail to give such superintendence at the time specified in a notice in writing to be given by the Corporation to the company of their intention to commence the said waterworks such notice to be accompanied by sufficient plans sections and specifications not less than twenty-eight days before the time specified in such notice such works may be executed without his superintendence and if the said principal engineer shall refuse or neglect to approve such plans sections or specifications within twenty-eight days after they shall have been submitted a difference shall be deemed to have arisen between the company and the Corporation which same shall be determined as hereinafter provided:

(2) The said waterworks shall be executed by and in all things at the expense of the Corporation and in such manner as not to cause any injury to the railways or other property of the company or interruption to the passage or conduct of the traffic thereon and if any such injury or interruption shall arise the Corporation shall make compensation to the company in respect thereof The said waterworks as and when any part thereof shall be commenced near the railway shall as regards such part be proceeded with continuously and shall be completed with all reasonable despatch:

(3 The Corporation shall bear and on demand pay to the company all reasonable and proper expenses of the employment by the company of a sufficient number of inspectors watchmen and flagmen to be appointed by the company for watching and signalling their railway property and works with reference to and during the execution of the said waterworks and for preventing all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Corporation or their contractors or any person in the employment of the Corporation or of their contractors:

(4) The Corporation shall not (except with the previous consent of the company in writing under their common seal) for the purposes of this Act acquire any land or property of the company but the Corporation may purchase and take and the company shall sell and

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grant accordingly an easement or right of using so much of the lands of the company as may be necessary for the construction of the said waterworks over under or across the railways and property of the company:

(5) The consideration to be paid for any easement or right acquired by the Corporation under the preceding subsection of this section shall in case of dispute be determined in the manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement:

(6) The Corporation shall at all times maintain the said waterworks in substantial repair and good order to the reasonable satisfaction of the said principal engineer and if and whenever the Corporation fail so to do the company may make and do in and upon as well the lands of the Corporation adjacent to the railway as their own lands all such works and repairs and things as they may reasonably think requisite and the sum from time to time certified by the said principal engineer to be the reasonable amount of expenditure so incurred by the company shall be repaid to the company by the Corporation:

(7) If at any time hereafter the company require to make any alterations of or to widen their railway or to increase their railway accommodation at any of the places where the said waterworks cross the railway or property of the company the Corporation shall at their own cost make such alterations of the said waterworks within the existing boundaries of the company's property as may be reasonably required by the company to enable them to carry out such alterations or widenings of the said railway or to provide such increased accommodation and the provisions of this section shall so far as applicable extend and apply to the execution and carrying out by the Corporation of any such alterations of the said waterworks and the Corporation shall pay to the company any additional expense which may be caused to the company in carrying out or constructing such alterations widenings or increased accommodation by reason of the said waterworks or any of them:

(8) Notwithstanding anything in this Act contained the Corporation shall be responsible for and make good to

the company all costs losses damages or expenses which may be occasioned to them or to any of their railways and works or property or to the traffic thereon or otherwise by reason or in consequence of the execution or failure of the said waterworks or any or either of them or by any act or omission of the Corporation or any persons in their employment or their contractors agents or others and the Corporation shall effectually indemnify and hold harmless the company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission :

(9) If the Aqueduct No. 7 by this Act authorised shall in any way interfere with or obstruct the construction by the company of their authorised Borough Road Extension Railway in the parish of Prenton in the county of Chester the Corporation shall upon receiving notice from the said principal engineer so to do at their own cost alter the level of the said aqueduct in such manner as may be necessary to enable the company to construct the said railway in accordance with their statutory powers :

(10) If any difference shall arise between the Corporation and the company or their respective engineers touching the matters referred to in subsections (1) (2) (3) (6) (7) (8) and (9) of this section or anything to be done or not to be done under those subsections or any money to be paid thereunder such difference shall be referred to and determined by an arbitrator to be nominated by the respective engineers of the company and the Corporation or failing agreement to be appointed by the Board of Trade on the application of the Corporation or the company and the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of London and North Western Great Western and Mold and Denbigh Junction Railway Companies.

53. The following provisions for the protection of the London and North Western Railway Company and the Great Western Railway Company and the Mold and Denbigh Junction Railway Company (hereinafter referred to as "the companies") shall unless otherwise agreed between the companies and the Corporation be in force and have effect and be binding upon the Corporation both in respect of the railways and lands jointly as well as those separately owned or worked by those companies :—

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(1) In carrying the Aqueduct No. 4 under the Denbigh Ruthin and Corwen Railway the Aqueduct No. 5 under the Mold and Denbigh Junction Railway the Aqueduct No. 6 under the Chester and Holyhead Railway and under the Hooton Parkgate and West Kirby Railway and the goods yard and property at Parkgate and under the branch railway to the Neston Colliery as also except in case of emergency in effecting the maintenance repairs and renewals of the said aqueduct or other works the same shall be done under the superintendence (if the same shall be given) and to the reasonable satisfaction of the principal engineer of the said railway companies or of the company whose railway or property may be so affected (hereinafter referred to as "the said principal engineer") and before commencing any such works the Corporation shall deliver to the said principal engineer plans sections and specifications of the works proposed to be executed and such plans sections and specifications shall be delivered at least twenty-one days before the commencement of any such works and if at the expiration of twenty-one days from such delivery the plans sections and specifications shall not be approved by the said principal engineer there shall be deemed to be a difference which difference shall unless otherwise agreed be settled by arbitration in manner hereinafter mentioned and all such works shall be executed by and in all things at the expense of the Corporation and so as not to cause any injury to the said railways or interruption to the passage or conduct of the traffic over the said railways and if any injury shall arise to the said railways or interruption to such traffic the Corporation shall make full compensation to the companies or to the company affected in respect of such injury or interruption such compensation unless agreed upon to be determined by arbitration in manner hereinafter provided:

(2) The aqueduct or lines of pipes Nos. 4 5 and 6 where the same shall be carried under the said railways and aforesaid property or where within one hundred feet measured at right angles to the railway of the fence of such railway shall be constructed to the reasonable approval of the said principal engineer:

(3) The aqueduct or lines of pipes Nos. 4 5 and 6 may where they pass beneath the said railways be carried by means of walled passages or culverts of sufficient height and width to admit of the same being examined to ascertain the condition and state of repair and to effect the repairs and renewals thereof and such walled passages or culverts shall at each such crossing extend to the fences of the railway or in the alternative at the option of the Corporation the aqueduct or lines of pipes shall be constructed between the railway fences of mild steel pipes not exceeding thirty inches in diameter bedded in and surrounded with a thickness of not less than twelve inches of good Portland cement concrete such concrete to be square in section Provided always that in such alternative case each steel pipe shall extend for a distance of not less than fifty feet on either side of the railway fences measured at right angles to the railway and the concrete covering if required by the said principal engineer in any special case shall also extend to the said distance of fifty feet and unless such aqueduct or lines of pipes shall be constructed of mild steel for at least two hundred feet measured from the fence at the point of crossing of each railway in the direction of the source of supply (the end of which steel pipe in such direction shall not be less than one hundred feet from the fence of the said railway) a self-closing valve of a design to be approved by the said principal engineer shall be fixed in such position upon each line of pipes not being less than two hundred feet measured from the fence of the railway at the point of crossing in the direction of the source of supply and so that no part of such pipe between such valve and the railway fence shall be at a greater height than twenty feet above the rails at the point of crossing:

(4) If the companies at any time hereafter widen their said railways or any of them the culverts or steel pipes surrounded with concrete as hereinbefore provided shall be extended to the said widenings:

(5) No part of such aqueduct or lines of pipes including such concrete surrounding shall be less than three feet below the level of the rails of the said railways at the

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points of crossing or shall be above the level of the companies' existing drains culverts or ditches:

(6) Notwithstanding anything shown on the deposited plans and sections the Corporation shall not construct the aqueduct or line of pipes No. 6 where the same is intended to pass under the goods yard and property at Parkgate Station except in the position shown on the plan signed by Robert Edward Johnston on behalf of the companies and by George Frederick Deacon on behalf of the Corporation Such aqueduct or line of pipes between the points marked "A" and "B" on the said plan should be constructed of mild steel pipes bedded in concrete as before described:

(7) The Corporation shall at all times maintain the said aqueduct or lines of pipes Nos. 4 5 and 6 including all works as aforesaid and all other works in connection therewith where the same are carried under the said railways and aforesaid property in substantial repair and good order and condition to the reasonable satisfaction of the said principal engineer and if and whenever the Corporation fail so to do the companies or the company affected may after giving fourteen days' notice thereof to the Corporation or in case of emergency without notice make and do all such works and things as may be reasonably requisite in that behalf and subject to the provisions herein contained the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the companies or to the company affected by the Corporation:

(8) When any such works or the maintenance repairs or renewals thereof are commenced they shall be executed and completed with all despatch and so that the traffic upon the said respective railways shall not be in anywise impeded or interfered with:

(9) If by reason of any of the works or proceedings of the Corporation or of their contractors or of their workmen or of the leakage bursting or failure of any conduits works or pipes of the Corporation the said railways or any of the works or lands thereof shall be injured or damaged such injury or damage shall be forthwith

made good by the Corporation at their expense and to the reasonable satisfaction of the said principal engineer and in the event of their failing so to do or in case of emergency the companies or the company affected may make good the same and recover the reasonable expenses thereof from the Corporation and if any interruption shall be caused to the traffic of the said railways by reason of any of the works of the Corporation or of any such leakage bursting or failure as aforesaid the Corporation shall make good and repay to the companies or company affected any loss damage or expense which they may sustain or be put to by reason of the construction or the leakage bursting or failure of any of the said conduits pipes or works or in respect of the interruption of the traffic of the said railways:

(10) The Corporation shall not without the consent in writing of the companies under their respective common seals as the case may be purchase take enter upon or use temporarily or permanently any lands property or works of the companies or any estate right easement privilege or authority in over or upon the same respectively or alter vary or interfere with the said railways or any of the respective works thereof or thereto appertaining except that the Corporation may purchase and the companies or the company affected shall sell and grant to the Corporation such easement as may be necessary for carrying the said conduit or lines of pipes under the said railways and works according to the provisions hereinbefore prescribed and for repairing maintaining and renewing the same and the works thereof at such crossings the amount to be paid for the acquisition of such easement shall be ascertained in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement:

(11) All reasonable costs charges and expenses which the companies or company affected may pay or be put to by reason of any of the said works of the Corporation shall be paid on demand to the companies or company affected by the Corporation:

(12) The Corporation shall bear and on demand pay to the companies or to the company affected the reasonable

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expenses of the employment by them during the making or maintenance of the said aqueduct or lines of pipes Nos. 4 5 and 6 by this Act authorised under the railways of the companies or company affected of a sufficient number of inspectors signalmen or watchmen for watching the said railways and works and the conduct of the traffic thereon with reference to and during the execution and maintenance of the said intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Corporation with reference thereto or otherwise:

(13) Except as in subsection (10) of this section otherwise provided if any difference shall arise between the Corporation and the companies or company affected or their respective engineers with reference to the matters aforesaid such difference shall be referred to and be determined on the application of either party by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers in accordance with the provisions of the Arbitration Act 1889.

Easement only to be acquired in recreation ground at Efenechtyd.

54. The Corporation shall not permanently acquire any greater estate or interest in or over the recreation ground at Efenechtyd in the county of Denbigh shown on the deposited plans than a right or easement of using so much thereof as may be required for constructing laying down and maintaining Work No. 12 by this Act authorised across and under such recreation ground in manner shown on the said plans.

Confirmation of certain agreements with local authorities.

55. The following agreements as set forth in the First Schedule to this Act are hereby respectively confirmed and made binding on the parties thereto respectively (that is to say):—

(1) An agreement between the Corporation of the one part and the rural district council of Ruthin on the other part:

(2) An agreement between the Corporation of the first part the rural district council of Ruthin of the second part and the rural district council of Uwchaled of the third part:

(3) An agreement between the Corporation of the one part and the rural district council of Edeyrnion of the other part:

(4) An agreement between the Corporation of the one part and the rural district council of Uwchaled of the other part:

(5) An agreement between the Corporation of the one part and the urban district council of Neston and Parkgate of the other part:

(6) An agreement between the Corporation of the one part and the rural district council of Holywell of the other part:

(7) An agreement between the Corporation of the one part and the urban district council of Holywell of the other part.

Confirmation of certain agreements with owners of property.

56. The following agreements as set forth in the Second Schedule to this Act are hereby respectively confirmed and made binding on the parties thereto respectively (that is to say):—

(1) An agreement between the Corporation of the one part and Christopher Lethbridge and the Reverend John Edward Reid-Cuddon the trustees of the Nantclwyd Estate under the will of Colonel Tom Naylor-Leyland of the other part:

(2) An agreement between the Corporation of the one part and Thomas Somers Vernon Cocks and Sir John Arthur Godley the trustees under the will of Charles Wynne Griffith Wynne of the other part:

(3) An agreement between the Corporation of the one part and Frank Lockhart Cox Alexander Robb Cox and Walter Edward Moore the trustees under the will of Alexander Robb Cox of the other part:

(4) An agreement between the Corporation of the one part and Sir John Henry Puleston of the other part.

Water Rights and Compensation Water.

Power to take waters.

57. Subject to the provisions of this Act the Corporation may collect impound take use divert and appropriate for the purposes of their waterworks so much of the waters of the Rivers Alwen and Brenig and their tributaries in the county of Denbigh and such other springs streams and waters as will or may be intercepted by the works by this Act authorised.

Compensation water.

58. As full compensation to all persons for taking diverting and appropriating all the waters of the Rivers Alwen and Brenig

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and their tributaries which are authorised to be taken by this Act the Corporation shall before commencing to use any of such water for their own purposes provide the following quantities of compensation water (that is to say):—

(1) From and after the completion of the Alwen Reservoir by this Act authorised the Corporation shall during every day of twenty-four hours discharge or deliver into the River Alwen at a point therein situate not more than three hundred yards below the foot of the dam of the said reservoir not less than three million six hundred thousand nine hundred and nineteen gallons of water in a regular uniform and continuous flow:

(2) For the purpose of measuring the quantity of water to be so discharged or delivered into the River Alwen the Corporation shall erect and maintain at a point upon or near to the said river below the said reservoir not more than three hundred yards from the foot of the dam thereof a proper and suitable measuring gauge over or through which the said compensation water shall flow:

(3) From and after the completion of the Brenig Reservoir by this Act authorised the Corporation shall during every day of twenty-four hours discharge or deliver into the River Brenig at a point therein situate not more than three hundred yards below the foot of the dam of the said reservoir not less than two million six hundred and two thousand four hundred and thirty-seven gallons of water in a regular uniform and continuous flow:

(4) For the purpose of measuring the quantity of water to be so discharged or delivered into the River Brenig the Corporation shall erect and maintain at a point upon or near to the said river below the said reservoir not more than three hundred yards from the foot of the dam thereof a proper and suitable measuring gauge over or through which the said compensation water shall flow:

(5) Every gauge erected under the provisions of this section shall be open to the inspection and examination of any duly authorised officer of the Fisheries Department of the Board of Agriculture and Fisheries or of the Board of Conservators of the Dee Fishery District or of the

Dee Conservancy Board or of the mill-owners and other persons interested therein :

(6) If at any time any such gauge shall be out of repair or in an unfit condition for the purposes for which it is intended the Corporation shall forthwith put the same in fit repair and condition and if they fail to do so within one month after notice in writing given to them in that behalf by or on behalf of the Fishery Board such board may either recover in a court of summary jurisdiction from the Corporation and carry to their general fund such penalty not exceeding twenty-five pounds a day for every day or part of a day on which the Corporation is in default as the court shall direct to be paid by the Corporation or the Fishery Board may cause the said gauge to be put in fit repair and condition and may recover the reasonable cost of so doing from the Corporation in any court of competent jurisdiction :

(7) If the Corporation fail to discharge or deliver the respective quantities of compensation water or either of them required by this Act to flow or be discharged from the said Alwen and Brenig Reservoirs respectively or shall fail to discharge such compensation waters or either of them in the manner or at the times or at the places prescribed by this Act the Corporation shall be liable to a penalty not exceeding twenty-five pounds a day for every day or part of a day on which such default shall occur such penalty to be recoverable by the Fishery Board in a court of summary jurisdiction and carried to their general fund But nothing in this subsection shall interfere with or prejudice the right of the Fishery Board to proceed against the Corporation by injunction or otherwise for a breach of any of the obligations specified in subsections (1) and (3) of this section :

(8) In the event of any dispute arising between the Corporation and the Fishery Board as to the sufficiency or accuracy of any gauge to be constructed under this Act or as to its state of repair or condition such dispute shall be settled and determined by arbitration by an engineer to be appointed by the parties or in default of agreement to be appointed by the President of the Institution of Civil Engineers on the application of either of the parties.

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Payment of sum for advantage of Dee Fishery District.

59. Within six months from the passing of this Act the Corporation shall pay into the Bank of England to the credit of the Board of Agriculture and Fisheries the sum of four thousand pounds and within ten years from the passing of this Act the further sum of two thousand pounds upon trust to permit such moneys to remain on deposit in the said bank or be invested by the said Board in Government securities and with power to vary the investments and upon further trust to apply the said trust funds and the income therefrom at such times and in such manner as the said Board in their discretion think fit for the advantage of the fisheries of the Dee Fishery District.

Payment of expenses in employing water bailiff.

60. The Corporation shall bear and on demand pay to the Fishery Board the reasonable expenses of the employment by them during the making of the works by this Act authorised or any of them of a water bailiff to be appointed by the Fishery Board and to be under their sole control for watching the fisheries on the River Dee during the execution of the said works.

For prevention of liquid substance or matter detrimental to fish passing into waters and rivers.

61. The Corporation shall during the construction maintenance repair and renewal of the works by this Act authorised or any of them from time to time and at all times take or cause to be taken all such steps as are practicable to prevent the escape or discharge from the said works or from land in the occupation of the Corporation into the Rivers Alwen or Brenig or any tributaries or streams communicating therewith or belonging thereto of any solid or liquid substance matter or thing detrimental to fish and in the event of any damage being caused to the fisheries in such waters or in any river into which such waters flow by reason of any failure to take such steps as are required by this section compensation for the damage shall be payable by the Corporation to the Fishery Board and in case of dispute the amount of such damage shall be determined by an arbitrator to be appointed by the parties or in default of agreement to be appointed by the Board of Agriculture and Fisheries on the application of either party.

Fish passes need not be attached to dams of reservoirs.

62. The Corporation shall not be required to make and maintain or attach and maintain attached to any of the dams of the reservoirs by this Act authorised any fish pass.

Limits of Dee Fishery District not to be altered.

63. Nothing in this Act shall be deemed to alter the limits of the River Dee or of the fishery district of the said river as defined by certificate under the provisions of the Salmon and Freshwater Fisheries Acts 1861 to 1892 or any Act amending the same.

Compensation to fishery board by

64. The Corporation shall from time to time make full compensation to the Fishery Board for all damage and injury losses

and expenses whatsoever which may from time to time be incurred or suffered by reason or in consequence of the bursting or giving way of any of the reservoirs or the aqueducts or other works by this Act authorised.

Compensation for reason of bursting of reservoirs &c.

65. Until the Alwen and Brenig Reservoirs respectively shall have been first filled for use or for compensation purposes as the case may be the Corporation shall not impound any water therein except when and during such times as the quantity of water passing down the stream immediately below the outlet of such reservoirs respectively shall be equal to or in excess of the quantity of compensation water by this Act required to be discharged from such reservoirs respectively after the construction thereof and if the Corporation shall impound any water in contravention of this section they shall be liable to a penalty not exceeding twenty-five pounds a day for every day or part of a day on which they are in default such penalty to be recovered by the Fishery Board in a court of summary jurisdiction and carried to their general fund.

Corporation not to impound water until reservoirs filled for use except in certain circumstances.

66. The Corporation shall provide suitable and convenient drinking places for cattle sheep and horses in case it should become necessary for them to interfere with existing drinking places on any lands acquired by them under this Act.

Drinking places for cattle.

Supply to Local Authorities &c.

67. It shall be lawful for the Corporation to supply water by agreement in bulk to any council or other local authority company or person any part of whose district or premises is situate within five miles of any aqueduct by this Act authorised for such consideration and on such terms and conditions as the Corporation and such council or other local authority company or person may from time to time agree Provided that nothing in this section shall authorise the Corporation to supply water within or for use within the district of any council or other local authority or within or for use within the limits of supply of any company except with the consent of such council authority or company nor shall the Corporation under any such agreement supply water so as to interfere with their giving a proper supply for all purposes to persons within their limits of supply.

Power of Corporation to supply water to local authorities companies or persons.

68. The price to be charged by the Corporation for a supply in bulk to any council or other local authority or water company under the preceding section shall be such sum per thousand

Price to be charged to local authorities or com-

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panies for supply in bulk.

gallons as shall not exceed by more than ten per centum the average sum payable per thousand gallons to the Corporation for supply in the borough of Birkenhead.

FINANCIAL.

Power to borrow.

69. The Corporation may from time to time borrow for the purposes of this Act such sums as they may require not exceeding in the aggregate one million three hundred and forty thousand pounds Provided that the Corporation shall not borrow more than eight hundred thousand pounds under the provisions of this section until the Alwen Reservoir and line of pipes for conveying water therefrom to Birkenhead and the accessory works have been completed and the contract for the construction of the Brenig Reservoir has been let.

Mode of raising money.

70. The Corporation may raise all or any sums which they are authorised to borrow under this Act either by the creation and issue of Birkenhead Corporation stock or by mortgage of the revenue of the water undertaking and of all or any of the rates tolls and revenues of the Corporation from whatever source derived.

As to moneys raised by stock.

71.—(1) The half-yearly annual or other sums payable to the Birkenhead stock (redemption) fund (hereinafter called "the redemption fund") or to the Birkenhead stock (dividends) fund in respect of such stock shall be payable out of the revenue of the water undertaking and if and so far as that revenue proves insufficient then out of the borough fund or rate.

(2) But it shall not be obligatory on the Corporation to commence payment to the redemption fund of annual sums for or towards redemption and extinction or purchase and extinction of such stock till the expiration of ten years from the thirty-first day of March one thousand nine hundred and eight.

As to moneys raised by mortgage.

72.—(1) In the event of the Corporation resolving to raise by mortgage any moneys which they are authorised to borrow under this Act the provisions of sections 48 to 51 (both included) and of sections 58 and 59 of the Birkenhead Corporation Act 1897 shall apply as if they were in terms enacted in and made applicable to the purposes of this Act.

(2) All moneys borrowed on mortgage under this Act (other than moneys borrowed for the purpose of payment of the costs charges and expenses of and incidental to the preparing and obtaining of this Act which shall be paid off within a period of

five years from the passing of this Act) shall be paid off within a period not exceeding sixty years from the expiration of the financial year in which the same are respectively borrowed but it shall not be obligatory on the Corporation to commence repayment by instalments of any moneys so borrowed or to create any sinking fund for the purpose till the expiration of ten years from the thirty-first day of March one thousand nine hundred and eight.

(3) The sums required for payment of interest on or for or towards repayment of moneys borrowed on mortgage under this Act shall be payable out of the revenue of the water undertaking and if and so far as that revenue proves insufficient then out of the borough fund and borough rate and all other rates and revenues of the Corporation.

Application of money borrowed.

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

Proceeds of sale of lands to be treated as capital.

74. The proceeds of sale of any lands acquired under this Act shall be distinguished as capital in the accounts of the Corporation and shall be applied in discharge of moneys borrowed by the Corporation under this Act but shall not be applied to payments into the redemption fund or into any sinking fund or to the payment of instalments except on such terms as may be approved by the Local Government Board.

Any moneys discharged out of the proceeds of any such sale shall not be reborrowed.

Application of moneys carried to water account.

75. Section 296 of the Birkenhead Corporation Act 1881 is hereby repealed and in place thereof it is enacted as follows All moneys received by the Corporation and carried to the credit of the water account other than borrowed moneys and moneys derived from the sale of lands or other moneys received on capital account shall be applied as follows (that is to say):—

(1) In payment of the working and establishment expenses and costs of management and maintenance of the water undertaking:

(2) In payment of the dividends or interest on moneys borrowed or reborrowed for any purposes of the water undertaking:

(3) In making the requisite payments into the redemption fund for the redemption and extinction or purchase

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and extinction of stock issued for the purposes of the water undertaking and in making the requisite payments of instalments or the requisite payments into any sinking fund for repayment of moneys borrowed on mortgage for the purposes of the water undertaking:

(4) In providing a reserve fund for the water undertaking if the Corporation think fit by setting aside such annual sums not exceeding three thousand pounds as they think reasonable and investing the same and the resulting income thereof in statutory securities as defined by section 46 of the Birkenhead Corporation Act 1897 and accumulating the same at compound interest until the fund so formed amounts to eighty thousand pounds which fund shall be applicable to answer any deficiency at any time happening in the income of the Corporation from the water undertaking or to meet any extraordinary claim or demand at any time arising against the Corporation in respect of that undertaking or to the renewal of mains and so that if that fund is at any time reduced it may thereafter be again restored to the sum of eighty thousand pounds and so as often as such reduction happens:

Provided that the Corporation may resort to the said reserve fund for any of the above purposes notwithstanding that the fund may not at the time amount to the said sum of eighty thousand pounds:

Any balance of water revenue remaining in any year which may not in the opinion of the Corporation be required for the purposes (1) (2) and (3) above mentioned and the annual income of the reserve fund when such fund amounts to eighty thousand pounds shall be applied by the Corporation in reduction of the rates or charges for the supply of water for domestic purposes as and when the Corporation see fit.

Alteration of maximum charge for domestic supply.

76. Section 182 of the Birkenhead Corporation Act 1881 shall from and after the twenty-ninth day of September one thousand nine hundred and seven be read and have effect as if the words "Twelve pounds ten shillings" were therein substituted for the words "Six pounds ten shillings."

As to supply of water to railway companies.

77. Notwithstanding anything contained in section 53 of the Birkenhead Corporation (Gas and Water) Act 1881 and section 199 of the Birkenhead Corporation Act 1881 or in the agreements

therein referred to and an agreement dated the twenty-eighth day of October one thousand eight hundred and eighty-one with reference to the supply of water by the Corporation to the London and North Western Railway Company and the Great Western Railway Company (hereinafter referred to as "the joint companies") the Corporation shall not after the commencement of the taking of a supply of water to Birkenhead from the works by this Act authorised for the purpose of providing the borough of Birkenhead with a further supply of water be bound to afford to the joint companies or either of them under the said agreements a supply of water exceeding in the whole forty millions of gallons per year.

Deduction from general district rate in Oxton and Bebington wards.

78.—(1) If and so long as the rates or charges for water supplied for domestic purposes within the Oxton and Bebington Wards of the borough shall be higher than the rates or charges for water supplied by the Corporation for domestic purposes within the remainder of the borough the Corporation shall in the case of all general district rates laid after the thirty-first day of March one thousand nine hundred and eight allow such rebate or deduction yearly or half-yearly to the owners or occupiers of all rateable hereditaments within the Oxton and Bebington Wards respectively as shall in the opinion of the Corporation fairly represent the difference for the year or half-year (as the case may be) between the higher rates or charges at that time made for water supplied within those wards respectively and the rates or charges at that time made for water supplied by the Corporation within the remaining wards of the borough respectively:

Provided that as regards rateable hereditaments within the Bebington Ward the Corporation shall in fixing from time to time the amount of such rebate or deduction take into consideration the amount of benefit derived in each year or half-year by the owners and occupiers of such hereditaments by reason of the partial exemption from the interest rate granted in respect of such hereditaments by section 261 of the Birkenhead Corporation Act 1881.

(2) Every demand note addressed to owners or occupiers of rateable hereditaments in the Oxton and Bebington Wards shall specify the amount of the rebate or deduction made in pursuance of this section.

As to deficiency in receipts of water undertaking.

79. Any deficiency in the revenues or receipts of the council on account of their water undertaking shall be made good out of the borough fund and borough rate and the next borough rate

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to be made by the council shall be increased so far as may be necessary to recoup to the borough rate the amount so made good out of that rate.

Audit of accounts.

80. The provisions of the Municipal Corporations Acts relating to the keeping and auditing of accounts and the accounts kept of sums of money received and paid under those Acts shall extend to the keeping and auditing of accounts and to the accounts kept of sums of money received and paid under this Act.

MISCELLANEOUS.

Recovery of penalties &c.

81. All offences against this Act and all penalties forfeitures costs and expenses imposed or recoverable under this Act or any byelaw made in pursuance thereof may be prosecuted and recovered in a summary manner Provided that costs or expenses except such as are recoverable along with a penalty shall not be recovered as penalties but may be recovered summarily as civil debts.

Appeal from convictions by court of summary jurisdiction.

82. Any person deeming himself aggrieved by any conviction or order by a court of summary jurisdiction under any provision of this Act may appeal to the next practicable court of quarter sessions under and according to the provisions of the Summary Jurisdiction Acts.

Charges for water supplied to shipping.

83. The charges to be made by the Corporation for water supplied for the purposes of shipping under the powers of section 194 of the Birkenhead Corporation Act 1881 shall not exceed two shillings and sixpence per thousand gallons in excess of the amount from time to time charged by the Corporation for water supplied for trade purposes within the district of water supply of the Corporation.

Works below high-water mark not to be commenced without consent of Board of Trade.

84. The Corporation shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed he Corporation shall not at any time alter or extend

the same without obtaining previously to making any such alteration or extension the like consents or approvals If any such work be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Corporation and the amount of such costs and charges shall be a debt due from the Corporation to the Crown and shall be recoverable as a Crown debt or summarily.

Crown rights.

85. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Corporation to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Woods or of the Board of Trade respectively without the consent in writing of the Commissioners of Woods or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose (which consent the said commissioners and board are hereby respectively authorised to give).

Costs of Act.

86. The costs charges and expenses preliminary and of and incidental to preparing and obtaining this Act as taxed by the taxing officer of the House of Lords or of the House of Commons shall be paid by the Corporation out of money borrowed under the powers of this Act and the Corporation are hereby authorised to borrow the sums necessary on the credit of the revenue of their water undertaking and of their other revenues and rates.

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SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

Stamp. Ten shillings.

AN AGREEMENT made this second day of March one thousand nine hundred and seven between the MAYOR ALDERMEN AND BURGESSES OF THE COUNTY BOROUGH OF BIRKENHEAD (hereinafter called "the Corporation") of the one part and the RUTHIN RURAL DISTRICT COUNCIL (hereinafter called "the district council") of the other part.

WHEREAS the Corporation are promoting in the present session of Parliament a Bill (hereinafter called "the Bill") for empowering the Corporation to obtain a supply of water from the Rivers Alwen and Brenig in the county of Denbigh and for other purposes:

And whereas the works proposed to be authorised by the Bill include amongst others certain aqueducts (hereinafter referred to as "the aqueduct") which will pass through the district of the district council and a supply of water could be conveniently afforded from the aqueduct when constructed for the use of the district council:

And whereas the Corporation in the Bill as introduced propose to take powers to supply water by agreement in bulk or otherwise to certain local authorities companies or persons subject as therein mentioned:

And whereas the Corporation and the district council have agreed that in the event of the necessary powers being granted by Parliament and if and when the aqueduct is completed a supply of water shall be furnished in bulk to the district council by the Corporation on the terms hereinafter set forth:

It is hereby agreed between the Corporation and the district council as follows (that is to say):—

1. Subject to the provisions hereinafter contained the Corporation shall when they are in a position to supply water from the aqueduct to the district council and the district council are in a position by having provided a main and otherwise to take such supply deliver into such main from the aqueduct in perpetuity in bulk for ordinary trade domestic and sanitary use in the district of the district council such daily quantity of water (not exceeding eight million (8,000,000) gallons in any one quarter of a year) as the district council shall require and take at the price of sixpence (6*d.*) per one thousand (1,000) gallons Provided that thould the Corporation at any time enter into an agreement to supply water to any other district council at a less price than sixpence (6*d.*) per

thousand (1,000) gallons the price of sixpence (6*d.*) per thousand (1,000) gallons mentioned in this agreement shall be reduced to the price charged to such other district council.

2. If at any time hereafter the Corporation and the district council shall by a further agreement agree for a supply of water in bulk to the district council from the aqueduct by the Corporation exceeding eight million (8,000,000) gallons per quarter the price to be charged by the Corporation for such supply shall not exceed sixpence (6*d.*) for every thousand (1,000) gallons supplied under any such agreement.

3. All water taken from the aqueduct shall be measured by a meter or other apparatus to be approved by the water engineer for the time being of the Corporation and such meter and apparatus and all other works and appliances shall be provided by the Corporation at such point as shall be approved by them at the expense of the district council who shall also pay the reasonable costs charges and expenses which the Corporation may be put to in connection with the proposed supply The Corporation shall at all reasonable times be at liberty after giving twenty-four (24) hours' notice to the district council to inspect such meter and to test and require the accuracy thereof and the works appertaining thereto to be tested and if necessary repaired and maintained at the expense of the district council.

The meter shall be placed in some suitable chamber or building to be provided by the district council and shall be fixed and all pipes valves and other apparatus connecting it with the aqueduct including the junction between the aqueduct and the pipe of the district council shall be fixed made and executed by the Corporation at the cost of the district council.

4. The Corporation shall not be liable by virtue of this agreement or otherwise for any damage loss or expenses by any failure in the supply of water to the district council if such failure shall be occasioned by the act of God earthquake frost drought bursting of pipes insufficiency of pressure or unauthorised interference with or accidental or wilful damage to the works or plant of the Corporation or any cause beyond the control of the Corporation or during any time when the works of the Corporation shall be undergoing necessary repairs or cleansing but no payment in respect of water under this agreement shall be demanded by the Corporation during the period whilst such supply is suspended.

5. The district council shall not without the consent of the Corporation supply water furnished to them under this agreement outside the district of the district council.

6. All payments for the water supplied shall be made quarterly on the first day of January the first day of April the first day of July and the first day of October in every year.

7. Nothing in this agreement contained shall give exclusive right of supply to the Corporation or shall authorise the Corporation in any

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way to interfere with the rights of the district council to carry out or provide a water supply of its own within its own district.

8. In case any dispute or difference shall arise respecting the meaning or intention of this agreement or in respect of anything arising under this agreement the same shall be settled by an arbitrator to be appointed by the Local Government Board who shall have power to decide all questions put to him and to determine as to payment of the costs of the arbitration by the parties to this agreement or either of them and the decision of such arbitrator shall be final and binding on the Corporation and the district council.

9. This agreement is made subject to such alterations (if any) as Parliament may make therein.

In witness whereof the Corporation and the district council have hereunto set their respective corporate common seals the day and year first before written.

The corporate common seal of the mayor aldermen and burgesses of the borough of Birkenhead was hereunto affixed in the presence of

T. L. DODDS Mayor.

The common seal of the Borough of Birkenhead 1878.

The common seal of the Ruthin District Council was hereunto set by Henry Williams chairman at a meeting of the council this 2nd day of March 1907 in the presence of

R. HUMPHREYS ROBERTS
Solicitor and Clerk to the Council.

Ruthin Rural District Council.

Stamp.

Ten shillings.

AN AGREEMENT made this twenty-second day of March one thousand nine hundred and seven between the MAYOR ALDERMEN AND BURGESSES OF THE COUNTY BOROUGH OF BIRKENHEAD (hereinafter called "the Corporation") of the first part the RUTHIN RURAL DISTRICT COUNCIL (hereinafter called "the Ruthin District Council") of the second part and the UWCHALED RURAL DISTRICT COUNCIL (hereinafter called "the Uwchaled District Council") of the third part.

WHEREAS the Corporation are promoting in the present session of Parliament a Bill (hereinafter called "the Bill") for enabling them to obtain a supply of water from the Rivers Alwen and Brenig in the county of Denbigh and for other purposes:

And whereas the works proposed to be authorised by the Bill include amongst others Work No. 1 the Alwen Reservoir and Work No. 2 the Brenig Reservoir:

And whereas in the construction of the said works or some of them it is proposed to stop up divert or alter certain roads cart tracks and footways situate wholly or partly in either or both of the respective districts of the Ruthin District Council and the Uwchaled District Council:

And whereas the Corporation at the request of the district councils have agreed that as and when each of the several works above mentioned is constructed the following works shall be constructed for the purpose of obviating any public inconvenience which might be caused by the stopping up diversion or alteration of the said roads cart tracks and footways in the districts of the said district councils:

Now it is hereby agreed by and between the Corporation and the Ruthin District Council and the Uwchaled District Council jointly and severally as the case may be as follows:—

(1) As regards Work No. 1 the Alwen Reservoir—

(A) Subject to the approval of the owners of the land the Corporation will continue the existing road or footpath leading from near Tan-y-Bwlch across the lands numbered 42 on the deposited plans and terminating at the stream dividing the properties numbered on the said plans 49 and 42 by a new road or footpath commencing at such last aforesaid termination and terminating at the nearest convenient point in the road or footpath leading from Nant-Heilyn in a southerly direction to Mwdwleithin of the same character as the existing road or footpath firstly mentioned;

(B) The Corporation shall continue the footpath leading from Nant-Heilyn to Pen-y-Ffrith by means of a footbridge across the reservoir and shall maintain the same:

(2) As regards Work No. 2 the Brenig Reservoir—

(C) The Corporation will continue the cart track leading from Hafod Lom to the Denbigh district road near Pont-y-Ddol wherever covered by the water of the reservoir by a substituted cart track of the same character as that now existing;

(D) The Corporation will continue the footpath from Bryn-Hir to join the existing roadway marked 31 on the deposited plans by means of a footbridge:

(3) All new or substituted roads except the road from Pont-y-Alwen to the Alwen Reservoir which is to be maintained by the Corporation at all times are to be kept in repair for five years:

(4) As regards the Pipe line—

If in the construction of the works the Corporation shall prejudicially affect the spring supplying the village of

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Clawdd-newydd with water they shall provide a substituted supply equal to that now in existence in substitution therefor.

In witness whereof the parties to this agreement have hereunto caused their common seals respectively to be affixed the day and year first above written.

The corporate common seal of the mayor aldermen and burgesses of the borough of Birkenhead was hereunto affixed in the presence of

The common seal of the Borough of Birkenhead 1878.

T. L. DODDS Mayor.

The common seal of the Ruthin Rural District Council was hereto affixed at a special meeting held at the Board Room Ruthin by Henry Williams chairman in the presence of

Ruthin Rural District Council.

R. HUMPHREYS ROBERTS
Solicitor and Clerk to Council.

The common seal of the Uwchaled Rural District Council was hereto affixed at a special meeting held at the Board Room Corwen by John Roberts chairman in the presence of

Uwchaled Rural District Council.

JOHN EVANS
Clerk to the Uwchaled Rural District Council.

Stamp.

Ten shillings.

AN AGREEMENT made this twenty-second day of March one thousand nine hundred and seven between the MAYOR ALDERMEN AND BURGESSES OF THE COUNTY BOROUGH OF BIRKENHEAD (hereinafter called "the Corporation") of the one part and the EDEYRNION RURAL DISTRICT COUNCIL (hereinafter called "the district council") of the other part.

WHEREAS the Corporation are promoting in the present session of Parliament a Bill (hereinafter called "the Bill") for empowering the Corporation to obtain a supply of water from the Rivers Alwen and Brenig in the county of Denbigh and for other purposes:

And whereas the works proposed to be authorised by the Bill include amongst others certain aqueducts (hereinafter referred to as "the aqueduct") which will pass through the district of the district council and a supply of water could be conveniently afforded from the aqueduct when constructed for the use of the district council:

And whereas the Corporation in the Bill as introduced propose to take powers to supply water by agreement in bulk or otherwise to certain local authorities companies or persons subject as therein mentioned:

And whereas the Corporation and the district council have agreed that in the event of the necessary powers being granted by Parliament and if and when the aqueduct is completed a supply of water shall be furnished in bulk to the district council by the Corporation on the terms hereinafter set forth:

It is hereby agreed between the Corporation and the district council as follows (that is to say):—

1. Subject to the provisions hereinafter contained the Corporation shall when they are in a position to supply water from the aqueduct to the district council and the district council are in a position by having provided a main and otherwise to take such supply deliver into such main from the aqueduct in perpetuity in bulk for ordinary trade domestic and sanitary use in the district of the district council such daily quantity of water (not exceeding eight million gallons in any one quarter of a year) as the district council shall require and take at the price of sixpence per thousand gallons.

2. If at any time hereafter the Corporation and the district council shall by a further agreement agree for a supply of water in bulk to the district council from the aqueduct by the Corporation exceeding eight million gallons per quarter the price to be charged by the Corporation for such supply shall not exceed sixpence for every thousand gallons supplied under any such agreement.

3. All water taken from the aqueduct shall be measured by a meter or other apparatus to be approved by the water engineer for the time being of the Corporation and such meter and apparatus and all other works and appliances shall be provided by the Corporation at such point as shall be approved by them at the expense of the district council who shall also pay the reasonable costs charges and expenses which the Corporation may be put to in connection with the proposed supply The Corporation shall at all reasonable times be at liberty after giving twenty-four hours' notice to the district council to inspect such meter and to test and require the accuracy thereof and the works appertaining thereto to be tested and if necessary repaired and maintained at the expense of the district council The meter shall be placed in some suitable chamber or building to be provided by the district council and shall be fixed and all pipes valves and other apparatus connecting it with the aqueduct including the junction between the aqueduct and the pipe of the district council shall be fixed made and executed by the Corporation at the cost of the district council.

4. The Corporation shall not be liable by virtue of this agreement or otherwise for any damage loss or expenses by any failure in the supply of water to the district council if such failure shall be occasioned by the act of God earthquake frost drought bursting of pipes insufficiency of pressure or unauthorised interference with or accidental or wilful

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damage to the works or plant of the Corporation or any cause beyond the control of the Corporation or during any time when the works of the Corporation shall be undergoing necessary repairs or cleansing but no payment in respect of water under this agreement shall be demanded by the Corporation during the period whilst such supply is suspended.

5. The district council shall not without the consent of the Corporation supply water furnished to them under this agreement outside the district of the district council.

6. All payments for the water supplied shall be made quarterly on the first day of January the first day of April the first day of July and the first day of October in every year.

7. Nothing in this agreement contained shall give exclusive right of supply to the Corporation or shall authorise the Corporation in any way to interfere with the rights of the district council to carry out or provide a water supply of its own within its own district.

8. In case any dispute or difference shall arise respecting the meaning or intention of this agreement or in respect of anything arising under this agreement the same shall be settled by an arbitrator to be appointed by the Local Government Board who shall have power to decide all questions put to him and to determine as to payment of the costs of the arbitration by the parties to this agreement or either of them and the decision of such arbitrator shall be final and binding on the Corporation and the district council.

9. This agreement is made subject to such alterations if any as Parliament may make therein.

In witness whereof the Corporation and the district council have hereunto set their respective corporate common seals the day and year first before written.

The corporate common seal of the mayor aldermen and burgesses of the borough of Birkenhead was hereunto affixed in the presence of

The common seal of the Borough of Birkenhead 1878.

T. L. DODDS Mayor.

The common seal of the Edeyrnion Rural District Council was hereto affixed at a special meeting held at the Board Room by Humphrey Rees presiding chairman in the presence of

Edeyrnion Rural District Council.

JOHN EVANS

Clerk to the Edeyrnion Rural District Council.

A.D. 1907.

Stamp.

Ten shillings.

An Agreement made this twenty-second day of March one thousand nine hundred and seven between the Mayor Aldermen and Burgesses of the County Borough of Birkenhead (hereinafter called "the Corporation") of the one part and the Uwchaled Rural District Council (hereinafter called "the district council") of the other part.

Whereas the Corporation are promoting in the present session of Parliament a Bill (hereinafter called "the Bill") for empowering the Corporation to obtain a supply of water from the Rivers Alwen and Brenig in the county of Denbigh and for other purposes:

And whereas the works proposed to be authorised by the Bill include amongst other certain aqueducts (hereinafter referred to as "the aqueduct") which will pass through the district of the district council and a supply of water could be conveniently afforded from the aqueduct when constructed for the use of the district council:

And whereas the Corporation in the Bill as introduced propose to take powers to supply water by agreement in bulk or otherwise to certain local authorities companies or persons subject as therein mentioned:

And whereas the Corporation and the district council have agreed that in the event of the necessary powers being granted by Parliament and if and when the aqueduct is completed a supply of water shall be furnished in bulk to the district council by the Corporation on the terms hereinafter set forth:

It is hereby agreed between the Corporation and the district council as follows (that is to say):—

1. Subject to the provisions hereinafter contained the Corporation shall when they are in a position to supply water from the aqueduct to the district council and the district council are in a position by having provided a main and otherwise to take such supply deliver into such main from the aqueduct in perpetuity in bulk for ordinary trade domestic and sanitary use in the district of the district council such daily quantity of water (not exceeding eight million gallons in any one quarter of a year) as the district council shall require and take at the price of sixpence per one thousand gallons Provided that should the Corporation at any time enter into an agreement to supply water to any other district council at a less price than sixpence per thousand gallons the price of sixpence per thousand gallons mentioned in this agreement shall be reduced to the price charged to such other district council.

2. If at any time hereafter the Corporation and the district council shall by a further agreement agree for a supply of water in bulk to the district council from the aqueduct by the Corporation exceeding eight million gallons per quarter the price to be charged by the Corporation

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for such supply shall not exceed sixpence for every thousand gallons supplied under any such agreement.

3. All water taken from the aqueduct shall be measured by a meter or other apparatus to be approved by the water engineer for the time being of the Corporation and such meter and apparatus and all other works and appliances shall be provided by the Corporation at such point as shall be approved by them at the expense of the district council who shall also pay the reasonable costs charges and expenses which the Corporation may be put to in connection with the proposed supply The Corporation shall at all reasonable times be at liberty after giving twenty-four hours' notice to the district council to inspect such meter and to test and require the accuracy thereof and the works appertaining thereto to be tested and if necessary repaired and maintained at the expense of the district council The meter shall be placed in some suitable chamber or building to be provided by the district council and shall be fixed and all pipes valves and other apparatus connecting it with the aqueduct including the junction between the aqueduct and the pipe of the district council shall be fixed made and executed by the Corporation at the cost of the district council.

4. The Corporation shall not be liable by virtue of this agreement or otherwise for any damage loss or expenses by any failure in the supply of water to the district council if such failure shall be occasioned by the act of God earthquake frost drought bursting of pipes insufficiency of pressure or unauthorised interference with or accidental or wilful damage to the works or plant of the Corporation or any cause beyond the control of the Corporation or during any time when the works of the Corporation shall be undergoing necessary repairs or cleansing but no payment in respect of water under this agreement shall be demanded by the Corporation during the period whilst such supply is suspended.

5. The district council shall not without the consent of the Corporation supply water furnished to them under this agreement outside the district of the district council.

6. All payments for the water supplied shall be made quarterly on the first day of January the first day of April the first day of July and the first day of October in every year.

7. Nothing in this agreement contained shall give exclusive right of supply to the Corporation or shall authorise the Corporation in any way to interfere with the rights of the district council to carry out or provide a water supply of its own within its own district.

8. In case any dispute or difference shall arise respecting the meaning or intention of this agreement or in respect of anything arising under this agreement the same shall be settled by an arbitrator to be appointed by the Local Government Board who shall have power to decide all questions put to him and to determine as to payment of the costs of

the arbitration by the parties to this agreement or either of them and the decision of such arbitrator shall be final and binding on the Corporation and the district council.

9. This agreement is made subject to such alterations if any as Parliament may make therein.

In witness whereof the Corporation and the district council have hereunto set their respective corporate common seals the day and year first before written.

The corporate common seal of the mayor aldermen and burgesses of the borough of Birkenhead was hereunto affixed in the presence of

T. L. Dodds Mayor.

The common seal of the Borough of Birkenhead 1878.

The common seal of the Uwchaled Rural District Council was hereto affixed at a special meeting held at the Board Room Corwen by John Roberts chairman in the presence of

John Evans
Clerk to the Uwchaled Rural District Council.

Uwchaled Rural District Council.

Stamp.

Ten shillings.

An Agreement made this fourth day of April one thousand nine hundred and seven between the Mayor Aldermen and Burgesses of the County Borough of Birkenhead (hereinafter called "the Corporation") of the one part and the Neston and Parkgate Urban District Council (hereinafter called "the district council") of the other part.

Whereas the Corporation are promoting in the present session of Parliament a Bill (hereinafter called "the Bill") for empowering the Corporation to obtain a supply of water from the Rivers Alwen and Brenig in the county of Denbigh and for other purposes:

And whereas the works proposed to be authorised by the Bill include amongst others certain aqueducts (hereinafter referred to as "the aqueduct") which will pass through the district of the district council and a supply of water could be conveniently afforded from the aqueduct when constructed for the use of the district council:

And whereas the Corporation in the Bill as introduced propose to take powers to supply water by agreement in bulk or otherwise to certain local authorities companies or persons subject as therein mentioned:

And whereas the Corporation and the district council have agreed that in the event of the necessary powers being granted by Parliament and if and when the aqueduct is completed a supply of water may be furnished in bulk to the district council by the Corporation on the terms hereinafter set forth:

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It is hereby agreed between the Corporation and the district council as follows (that is to say):—

1. Subject to the provisions hereinafter contained the Corporation shall when they are in a position to supply water from the aqueduct to the district council and the district council after having given twelve calendar months' previous notice in writing to the Corporation of their intention to take a supply of water are in a position by having provided a main and otherwise to take such supply deliver into such main from the aqueduct in bulk for ordinary trade domestic and sanitary use in the district of the district council such daily quantity of water per day of twenty-four hours as may be required by the district council not exceeding the quantity to be specified in the notice to be given by the district council as hereinbefore mentioned and not exceeding in the whole two hundred and fifty thousand gallons per day.

2. The district council having required and taken a supply of water under the last preceding clause shall subject to the proviso hereinafter contained at any time thereafter be entitled from time to time to give twelve calendar months' notice in writing to the Corporation requiring the quantity of water for the time being delivered daily from the aqueduct into the main of the district council to be increased by not less than fifty thousand gallons per day of twenty-four hours and the Corporation shall upon the expiration of any such notice commence and continue subject as herein mentioned to deliver into the main of the district council such daily quantity of water as may be required by the district council not exceeding the increased quantity specified in such notice Provided always that the district council shall not be entitled at any time under this agreement or otherwise except by agreement with the Corporation to require to be supplied by the Corporation with an aggregate daily quantity of water exceeding in the whole two hundred and fifty thousand gallons per day of twenty-four hours.

3. The district council having required and taken a supply or increased supply of water shall at any time thereafter be entitled to give twelve calendar months' notice in writing to the Corporation requiring such supply to be cut off and cease and upon the expiration of such notice this agreement shall forthwith terminate without prejudice to the right of the Corporation to recover from the district council any sum or sums previously accrued due thereunder.

4. The district council after having given a notice requiring a supply of water or any subsequent notice or notices requiring an increased supply shall take and continue to take in perpetuity such supply or increased supply subject to the right of the district council at any time to give twelve calendar months' notice to the Corporation under the last preceding clause to cut off such supply and the district council shall pay for the same at the rates following:—

For any quantity of water not exceeding one hundred and twenty-five thousand gallons a day—sevenpence per thousand gallons;

For any quantity of water exceeding one hundred and twenty-five thousand gallons a day and not exceeding two hundred and fifty thousand gallons a day—sixpence per thousand gallons.

5. If at any time hereafter the Corporation and the district council shall by a further agreement agree for a supply of water in bulk to the district council from the aqueduct by the Corporation exceeding two hundred and fifty thousand gallons per day of twenty-four hours the price to be charged by the Corporation for such supply shall not exceed sixpence for every thousand gallons supplied under any such agreement.

6. All water taken from the aqueduct shall be measured by a meter or meters or other apparatus to be approved by the water engineer for the time being of the Corporation and such meter or meters and apparatus and all other works and appliances shall be provided for the Corporation at such point or points as shall be reasonably approved by them at the expense of the district council who shall also pay all other costs charges and expenses (if any) which the Corporation may be put to in connection with the proposed supply The Corporation shall at all reasonable times be at liberty after giving twenty-four hours' notice to the district council to inspect such meter or meters and to test and require the accuracy thereof and the works appertaining thereto to be tested and if necessary repaired and maintained at the expense of the district council.

Every such meter shall be placed in some chamber or building satisfactory to the Corporation and to be provided by the district council and shall be fixed and all pipes valves and other apparatus connecting it with the aqueduct including the junction between the aqueduct and the pipe of the district council shall be fixed made and executed by the Corporation at the cost of the district council.

7. The Corporation shall not be liable by virtue of this agreement or otherwise for any damage loss or expenses by any failure in the supply of water to the district council if such failure shall be occasioned by the act of God earthquake frost drought bursting of pipes insufficiency of pressure or unauthorised interference with or accidental or wilful damage to the works or plant of the Corporation or any cause beyond the control of the Corporation or during any time when the works of the Corporation shall be undergoing necessary repairs or cleansing but no payment in respect of water under this agreement shall be demanded by the Corporation during the period whilst such supply is suspended.

8. The district council shall not without the consent of the Corporation supply water furnished to them under this agreement outside the district of the district council.

9. The Corporation may on giving two years' notice to the district council discontinue or reduce the supply then given to the extent that

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may in the opinion of the Corporation be necessary to enable a supply of thirty gallons per head per day to be given from the then existing gravitation works of the Corporation to the population within their limits of supply and on the expiration of the said notice the supply shall be discontinued or reduced accordingly.

10. All payments for the water supplied shall be made quarterly on the first day of January the first day of April the first day of July and the first day of October in every year.

11. In case any dispute or difference shall arise respecting the meaning or intention of this agreement or in respect of anything arising under this agreement the same shall be settled by an arbitrator to be appointed by the Local Government Board who shall have power to decide all questions put to him and to determine as to payment of the costs of the arbitration by the parties to this agreement or either of them and the decision of such arbitrator shall be final and binding on the Corporation and the district council.

12. This agreement is made subject to the approval of Parliament and to such alterations if any as Parliament may make therein.

In witness whereof the Corporation and the district council have hereunto set their respective common seals the day and year first before written.

The corporate common seal of the mayor aldermen and burgesses of the borough of Birkenhead was hereunto affixed in the presence of

T. L. Dodds Mayor.

The common seal of the district council was hereunto affixed in the presence of

Joseph Pemberton Chairman
J. Percival Gamon Clerk.

The common seal of the Borough of Birkenhead 1878.

Seal of the Urban District Council of Neston and Parkgate.

Stamp.

Ten shillings.

An Agreement made this fifth day of April one thousand nine hundred and seven between the Mayor Aldermen and Burgesses of the County Borough of Birkenhead (hereinafter called "the Corporation") of the one part and the Holywell Rural District Council in the county of Flint (hereinafter called "the district council") of the other part.

Whereas the Corporation are promoting in the present session of Parliament a Bill (hereinafter called "the Bill") for empowering the Corporation to obtain a supply of water from the Rivers Alwen and Brenig in the county of Denbigh and for other purposes:

And whereas the works proposed to be authorised by the Bill include amongst others certain aqueducts (hereinafter referred to as

"the aqueduct") which will pass through the district of the district council and a supply of water could be conveniently afforded from the aqueduct when constructed for the use of the district council:

And whereas the Corporation in the Bill as introduced propose to take powers to supply water by agreement in bulk or otherwise to certain local authorities companies or persons subject as therein mentioned:

And whereas the Corporation and the district council have agreed that in the event of the necessary powers being granted by Parliament and if and when the aqueduct is completed a supply of water shall upon the request in writing of the district council be furnished in bulk to the district council by the Corporation on the terms hereinafter set forth:

It is hereby agreed between the Corporation and the district council as follows (that is to say):—

1. Subject to the provisions hereinafter contained the Corporation shall when they are in a position to supply water from the aqueduct to the district council and the district council are in a position by having provided a main and otherwise to take such supply deliver into such main from the aqueduct in perpetuity in bulk for ordinary trade domestic and sanitary use in the district of the district council such daily quantity of water (not exceeding one million gallons in any one quarter of a year) as the district council shall require and take at the price of sixpence per thousand gallons.

2. If at any time hereafter the Corporation and the district council shall by a further agreement agree for a supply of water in bulk to the district council from the aqueduct by the Corporation exceeding one million gallons per quarter the price to be charged by the Corporation for such supply shall not exceed sixpence for every thousand gallons supplied under any such agreement.

3. All water taken from the aqueduct shall be measured by a meter or other apparatus to be approved by the water engineer for the time being of the Corporation and such meter and apparatus and all other works and appliances shall be provided by the Corporation at such point as shall be approved by them at the expense of the district council who shall also pay all other the costs charges and expenses (if any) which the Corporation may be put to in connection with the proposed supply The Corporation shall at all reasonable times be at liberty after giving twenty-four hours' notice to the district council to inspect such meter and to test and require the accuracy thereof and the works appertaining thereto to be tested and if necessary repaired and maintained at the expense of the district council The meter shall be placed in some suitable chamber or building to be provided by the district council and shall be fixed and all pipes valves and other apparatus connecting it with the aqueduct including the junction between

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the aqueduct and the pipe of the district council shall be fixed made and executed by the Corporation at the cost of the district council.

4. The Corporation shall not be liable by virtue of this agreement or otherwise for any damage loss or expenses by any failure in the supply of water to the district council if such failure shall be occasioned by the act of God earthquake frost drought bursting of pipes insufficiency of pressure or unauthorised interference with or accidental or wilful damage to the works or plant of the Corporation or any cause beyond the control of the Corporation or during any time when the works of the Corporation shall be undergoing necessary repairs or cleansing but no payment in respect of water under this agreement shall be demanded by the Corporation during the period whilst such supply is suspended.

5. The district council shall not without the consent of the Corporation supply water furnished to them under this agreement outside the district of the district council.

6. All payments for the water supplied shall be made quarterly on the first day of January the first day of April the first day of July and the first day of October in every year.

7. In case any dispute or difference shall arise respecting the meaning or intention of this agreement or in respect of anything arising under this agreement the same shall be settled by an arbitrator to be appointed by the Local Government Board who shall have power to decide all questions put to him and to determine as to payment of the costs of the arbitration by the parties to this agreement or either of them and the decision of such arbitrator shall be final and binding on the Corporation and the district council.

8. This agreement is made subject to such alterations if any as Parliament may make therein.

In witness whereof the Corporation and the district council have hereunto set their respective corporate common seals the day and year first before written.

The corporate common seal of the mayor aldermen and burgesses of the borough of Birkenhead was hereunto affixed in the presence of

T. L. DODDS Mayor.

The common seal of the Borough of Birkenhead 1878.

The common seal of the district council was hereunto affixed at a meeting held the fifth day of April one thousand nine hundred and seven by

WM. ROBERTS Chairman

in the presence of

P. HARDING ROBERTS Clerk.

The Rural District Council of Holywell 1894.

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Stamp.

Ten shillings.

An Agreement made this fifteenth day of April one thousand nine hundred and seven between the Mayor Aldermen and Burgesses of the County Borough of Birkenhead (hereinafter called "the Corporation") of the one part and the Holywell Urban District Council (hereinafter called "the district council") of the other part.

Whereas the Corporation are promoting in the present session of Parliament a Bill (hereinafter called "the Bill") for empowering the Corporation to obtain a supply of water from the Rivers Alwen and Brenig in the county of Denbigh and for other purposes:

And whereas the works proposed to be authorised by the Bill include amongst others certain aqueducts (hereinafter referred to as "the aqueduct") which will pass near the district of the district council and a supply of water could be conveniently afforded from the aqueduct when constructed for the use of the district council:

And whereas the Corporation in the Bill as introduced propose to take powers to supply water by agreement in bulk or otherwise to certain local authorities companies or persons subject as therein mentioned:

And whereas the Corporation and the district council have agreed that in the event of the necessary powers being granted by Parliament and if and when the aqueduct is completed a supply of water shall be furnished in bulk to the district council by the Corporation on the terms hereinafter set forth:

It is hereby agreed between the Corporation and the district council as follows (that is to say):—

1. Subject to the provisions hereinafter contained the Corporation shall when they are in a position to supply water from the aqueduct to the district council and the district council are in a position by having provided a main and otherwise to take such supply deliver into such main from the aqueduct in perpetuity in bulk for ordinary trade domestic and sanitary use in the district of the district council such daily quantity of water (not exceeding eight million gallons in any one quarter of a year) as the district council shall require and take at the price of sixpence per thousand gallons.

2. If at any time hereafter the Corporation and the district council shall by a further agreement agree for a supply of water in bulk to the district council from the aqueduct by the Corporation exceeding eight million gallons per quarter the price to be charged by the Corporation for such supply shall not exceed sixpence for every thousand gallons supplied under any such agreement.

3. All water taken from the aqueduct shall be measured by a meter or other apparatus to be approved by the water engineer for the time

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being of the Corporation and such meter and apparatus and all other works and appliances shall be provided by the Corporation at such point as shall be approved by them at the expense of the district council who shall also pay the costs charges and expenses which the Corporation may be put to in connection with the proposed supply The Corporation shall at all reasonable times be at liberty after giving twenty-four hours' notice to the district council to inspect such meter and to test and require the accuracy thereof and the works appertaining thereto to be tested and if necessary repaired and maintained at the expense of the district council.

The meter shall be placed in some suitable chamber or building to be provided by the district council and shall be fixed and all pipes valves and other apparatus connecting it with the aqueduct including the junction between the aqueduct and the pipe of the district council shall be fixed made and executed by the Corporation at the cost of the district council.

4. The Corporation shall not be liable by virtue of this agreement or otherwise for any damage loss or expenses by any failure in the supply of water to the district council if such failure shall be occasioned by the act of God earthquake frost drought bursting of pipes insufficiency of pressure or unauthorised interference with or accidental or wilful damage to the works or plant of the Corporation or any cause beyond the control of the Corporation or during any time when the works of the Corporation shall be undergoing necessary repairs or cleansing but no payment in respect of water under this agreement shall be demanded by the Corporation during the period whilst such supply is suspended.

5. The district council shall not without the consent of the Corporation supply water furnished to them under this agreement outside the district of the district council exceeding a quarter of a mile from the boundary of the urban district.

6. All payments for the water supplied shall be made quarterly on the first day of January the first day of April the first day of July and the first day of October in every year.

7. In case any dispute or difference shall arise respecting the meaning or intention of this agreement or in respect of anything arising under this agreement the same shall be settled by an arbitrator to be appointed by the Local Government Board who shall have power to decide all questions put to him and to determine as to payment of the costs of the arbitration by the parties to this agreement or either of them and the decision of such arbitrator shall be final and binding on the Corporation and the district council.

8. This agreement is made subject to such alterations if any as Parliament may make therein.

In witness whereof the Corporation and the district council have hereunto set their respective corporate common seals the day and year first before written.

The corporate common seal of the mayor aldermen and burgesses of the borough of Birkenhead was hereunto affixed in the presence of

T. L. Dodds Mayor.

The common seal of the Borough of Birkenhead 1878.

The common seal of the Holywell Urban District Council was hereunto affixed at a meeting of the said council held on the fifteenth day of April one thousand nine hundred and seven in the presence of

John E. Jones Chairman.

Fred Llewellyn Jones Clerk.

Holywell Urban District Council.

THE SECOND SCHEDULE.

Stamps.

Ten shillings.

One pound fifteen shillings.

This Indenture made the fifteenth day of April one thousand nine hundred and seven between the Mayor Aldermen and Burgesses of the Borough of Birkenhead (hereinafter called "the Corporation") of the one part and Christopher Lethbridge of 25 Abingdon Street in the city of Westminster solicitor and the Reverend John Edward Reid-Cuddon of Ashow Rectory Kenilworth in the county of Warwick clerk in Holy Orders the present trustees of the Nantclwyd Estate hereinafter mentioned under the will of Colonel Tom Naylor-Leyland deceased acting under the powers of section 42 of the Conveyancing and Law of Property Act 1881 during the minority of the infant tenant in tail who enter into this agreement on behalf of themselves and all future trustees successors of the said Christopher Lethbridge and John Edward Reid-Cuddon and the present and successive owner or owners for the time being of the said estate including therein all persons being or having the power of tenants for life within the meaning of the Settled Land Acts (all of which trustees owners and persons are hereinafter designated by the expression "the owners") of the other part.

Whereas the Corporation are promoting in the present session of Parliament a Bill (hereinafter called "the Bill") for empowering the Corporation to obtain a supply of water from the Rivers Alwen and Brenig in the county of Denbigh and for other purposes:

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And whereas the works proposed to be authorised by the Bill include amongst others certain aqueducts (hereinafter referred to as "the aqueduct") which will pass through or near a certain estate situate in the parish of Derwen in the county of Denbigh known as "the Nantclwyd Estate" (hereinafter called "the estate") the area of which is shown by a red boundary line on a map of the Ordnance survey on the six inches to the mile scale which has for identification been signed by the said Christopher Lethbridge and John Edward Reid-Cuddon and by John William Melling Richardson the borough water engineer on behalf of the Corporation and a supply of water could be conveniently afforded from the aqueduct when constructed for the use of the owners:

And whereas the Corporation in the Bill as introduced as aforesaid propose to take powers to supply water by agreement in bulk or otherwise as therein mentioned:

And whereas the Corporation and the owners have agreed that in the event of the necessary powers being granted by Parliament and if and when the aqueduct is completed a supply of water may be furnished in bulk to the owners by the Corporation on the terms hereinafter set forth:

It is hereby agreed between the Corporation and the owners as follows (that is to say):—

1. Subject to the provisions hereinafter contained the Corporation shall when they are in a position to supply water from the aqueduct to the owners and when the owners after having given six calendar months' previous notice in writing to the Corporation of their desire and intention to take a supply of water are in a position by having provided a main and otherwise to take such supply deliver into such main from the aqueduct in perpetuity (subject as hereinafter mentioned) in bulk for ordinary trade agricultural domestic and sanitary use upon the estate such daily quantity of water per day of twenty-four hours reckoned from midnight to midnight as may be taken by the owners not exceeding in the whole twenty thousand gallons a day.

2. The owners agree to pay to the Corporation for and in respect of the supply of water to be afforded by the Corporation as aforesaid ninepence for every one thousand gallons supplied.

3. The owners shall pay for a minimum average supply of five thousand gallons of water per day in perpetuity whether the quantity of water taken by them in any one or more days of twenty-four hours equals that quantity or not For the purpose of this clause the said daily average is to be taken for each quarter of a year terminating upon the respective dates mentioned in clause 8 hereof at the end of that quarter upon the total quantity of water registered by the meter as having been taken during that quarter and payment shall be made as hereinafter mentioned.

4.—(a) All water taken from the aqueduct shall be measured by a meter or other apparatus of a proper description and capable of accurately registering the water supplied to be approved by the water engineer for the time being of the Corporation and such meter and apparatus and all other works and appliances shall be provided by the Corporation at such point as shall be approved by them at the expense of the owners who shall also pay all other costs charges and expenses (if any) which the Corporation may be put to incidental to the supply hereunder to the main of the owners from the aqueduct.

(b) The Corporation shall at all reasonable times be at liberty to inspect such meter or other apparatus and to test and require the accuracy thereof and the works appertaining thereto to be tested and if necessary repaired and maintained at the expense of the owners.

(c) The meter or other apparatus shall be placed in some chamber or building satisfactory to the Corporation and to be provided by the owners and shall be fixed and all pipes valves and other apparatus connecting it with the aqueduct including the junction between the aqueduct and the main of the owners shall be fixed made and executed by the Corporation at the cost of the owners The costs chargeable to the owners under this clause shall be the actual sums expended by the Corporation together with the reasonable costs of plans drawings and supervision.

5. The Corporation shall not be liable by virtue of this agreement or otherwise for any damage loss or expenses by any failure in the supply of water to the owners if such failure shall be occasioned by the act of God earthquake frost drought bursting of pipes insufficiency of pressure or unauthorised interference with or accidental or wilful damage to the works or plant of the Corporation or any cause beyond the control of the Corporation or during any time when the works of the Corporation shall be undergoing necessary repairs or cleansing but the Corporation shall take all reasonable steps to prevent such suspension of supply and to minimise the period of any such suspension and no payment in respect of water under this agreement shall be demanded by the Corporation in respect of the period during which such supply is suspended and in the event of a temporary partial suspension taking place by which the supply of water to the estate is reduced below five thousand gallons a day then the payment in respect of water under clause 3 hereof during the period of such suspension shall be reduced proportionately.

6. The owners shall not without the consent of the Corporation supply water furnished to them under this agreement except for use on property comprised in the area of the estate shown on the said map.

7. The Corporation may on giving twelve months' notice to the owners discontinue or reduce the supply then given to the extent that

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may in the opinion of the Corporation be necessary to enable a supply of thirty gallons per head per day to be given from the then existing gravitation works of the Corporation to the population within their limits of supply and on the expiration of the said notice the supply shall be discontinued or reduced accordingly If such supply shall be discontinued all liability of the owners to pay for a supply shall determine as on the date of such discontinuance and the owners shall be under no liability as to any expense the Corporation may be put to in disconnecting the owners' main from the Corporation's aqueduct If such discontinuance shall take place within twenty years of the commencement of the supply the Corporation shall pay to the owners one twentieth of whatever costs and expenses the owners shall have paid in respect of the works carried out by the Corporation under clause 4 (A) hereof for every year by which the period of such supply shall have fallen short of such twenty years If such supply is to be reduced the reduction shall be effected by a reduction to a figure to be named in the notice to be so given by the Corporation of the maximum of twenty thousand gallons a day mentioned in clause 1 hereof and if such figure be less than five thousand gallons a day the minimum average supply to be paid for under clause 3 hereof shall be reduced to the same figure.

8. All accounts for the water supplied (including money payable in respect of the owners' obligation to pay for a minimum supply whether such supply is taken or not) shall be calculated up to the first day of January the first day of April the first day of July and the first day of October in every year for the three calendar months then preceding and shall be payable as soon thereafter as the proper amount payable shall be ascertained.

9. In the event of default being made in any payment under the last preceding clause for a period of three calendar months next after the same shall have become payable the Corporation may if they think fit in addition to all such other remedies as they may possess terminate this agreement and disconnect the main of the owners from the aqueduct and cease to supply any water to the estate but shall retain power to enter upon the estate within one calendar month after the termination of the agreement to inspect the meter The Corporation shall not be answerable for any damage caused by the disconnecting under this clause of the main of the owners from the aqueduct but shall use all reasonable care in the work The cost of the work shall be recoverable from the owners by the Corporation in any court of competent jurisdiction.

10. In case any dispute or difference shall arise respecting the meaning or intention of this agreement or in respect of anything arising under this agreement the same shall be settled by an arbitrator to be agreed upon or failing agreement to be appointed by the President for the time being of the Institute of Civil Engineers Such arbitrator shall have power to decide all questions put to him and to determine as to payment of the costs of the arbitration by the parties to this agreement

or either of them and the decision of such arbitrator shall be final and binding on the Corporation and the owners.

11. This agreement is made subject to the approval of Parliament and to such alterations (if any) not inconsistent with the main provisions hereof as Parliament may think fit to make therein.

In witness whereof the Corporation have caused their corporate common seal to be hereunto affixed and the said Christopher Lethbridge and John Edward Reid-Cuddon have hereunto set their respective hands and seals the day and year first before written.

The corporate common seal of the mayor aldermen and burgesses of the borough of Birkenhead was hereunto affixed in the presence of

The common seal of the Borough of Birkenhead 1878

T. L. Dodds Mayor.

Signed sealed and delivered by the said Christopher Lethbridge in the presence of C. LETHBRIDGE. L.S.

John E. Money
25 Abingdon Street
Westminster
Solicitor.

Signed sealed and delivered by the said John Edward Reid-Cuddon in the presence of J. E. REID-CUDDON. L.S.

Ernest Clifford
Gardener
Ashow Rectory.

Stamp.

Ten shillings.

An Agreement made the twenty-fourth day of April one thousand nine hundred and seven between the Mayor Aldermen and Burgesses of the County Borough of Birkenhead (hereinafter called "the Corporation") of the one part and Thomas Somers Vernon Cocks of 43 Charing Cross London esquire and Sir John Arthur Godley of 29 Sloane Gardens London K.C.B. (hereinafter called "the trustees") of the other part.

Whereas under the will and codicils of Charles Wynne Griffith Wynne who died on the twenty-second day of March one thousand eight hundred and sixty-five which will and codicils were on the third day of June one thousand eight hundred and sixty-five duly proved by Charles Wynne Finch and Thomas Somers Cocks in the Principal Registry of Her late Majesty's Court of Probate certain estates in the

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county of Denbigh and elsewhere (hereinafter called "the settled estates") stand limited to uses under which John Charles Wynne Finch (who was born on the thirty-first day of August one thousand eight hundred and ninety-one) is tenant-in-tail male in possession thereof and the trustees are the trustees of the said will and codicils with a power of sale of the settled estates and as such the trustees thereof for the purposes of the Settled Land Acts 1882 to 1890 and the persons empowered by the said Acts to exercise the powers conferred on a tenant for life over the settled estates on behalf of the said John Charles Wynne Finch:

And whereas a Bill is now pending in Parliament for an Act by which it is proposed to empower the Corporation to enter on take and use all or any of the lands delineated in the deposited plans and described in the deposited books of reference referred to in the said Bill (which includes a portion of the settled estates) and by which Act it is proposed to empower the Corporation to make and maintain the works therein mentioned including—

"Work No. 1 An impounding reservoir to be called the Alwen Reservoir situate in the parishes of Cerrig-y-druidion Pentrefoelas Nantglyn in the rural district of Ruthin and Bylchau to be formed by means of a dam across the river known as Afon Alwen":

And whereas the trustees have presented a petition to Parliament praying to be heard against the said Bill so far as the same affects the settled estates:

And whereas in order to obviate all opposition by the trustees to such pending Bill and for other purposes herein appearing the parties hereto have agreed to enter into this agreement:

Now it is hereby agreed and declared as follows:—

1. Save as hereinafter provided the Corporation shall not in connection with the said Work No. 1 acquire any portion of the settled estates under the compulsory powers to be contained in the said intended Act.

2. The Corporation shall before the expiration of the time which shall be limited by the said intended Act for the compulsory purchase of lands give to the trustees notice to treat for the purchase of such portion of the settled estates as the Corporation may require as part of the actual site of the said Alwen Reservoir and a border adjoining the same (not exceeding one hundred acres in area) and thereupon the trustees shall sell and the Corporation shall purchase the land comprised in such notice to treat (including the mines and minerals thereunder).

3. After the said notice to treat shall have been given the trustees shall also sell and grant and the Corporation shall purchase and take in relation to such portion of the settled estates not sold under clause 2

hereof as is delineated in the deposited plans and described in the deposited books of reference referred to in the said Bill (which portion of the settled estates is hereinafter called "the watershed area") the following perpetual easements rights and privileges to be exerciseable by the Corporation their servants workmen contractors or agents (that is to say):—

(A) The perpetual easement right and privilege at all times hereafter to drain any peaty or marshy land within the watershed area by means of drains to be constructed and repaired between the fifteenth day of May and the thirty-first day of July in each year (so that the trenches for such drains shall within the period above referred to in each year be filled in to the ground level and covered and the surface restored):

(B) The perpetual easement right and privilege at all times hereafter to construct and maintain such works as the Corporation may from time to time think fit for preventing the pollution of any water collected by the watershed area from the houses and buildings now existing or hereafter to be erected on the watershed area or from any other cause:

(C) The perpetual easement right and privilege from time to time and at all times subject as in this agreement is mentioned to enter into any portion of the watershed area for the purpose of constructing and maintaining such works drains and trenches as aforesaid or such works (if any) as may be constructed under clause 6 hereof and for the purpose of viewing the state and condition thereof:

Provided that if the Corporation are desirous of entering into any portion of the watershed area for the purpose of constructing or maintaining works for preventing pollution or for the purpose of viewing the state and condition of any works drains or trenches constructed or maintained by them under this agreement they shall before so entering give to the owners or owner their or his agent twenty-four hours' previous notice of their intended entry for such purposes.

4. The trustees shall in the deed by which they shall grant the said easements enter into the following covenants (which shall be framed so as to bind the settled estates and the owner or owners thereof for the time being but so as not to impose any personal liability on the trustees except for their own acts or defaults) (that is to say):—

(A) A covenant not to work search for get or win or allow or authorise any other person or persons to work search for get or win any mines minerals or other mineral substances in or under the watershed area or any part thereof except with the consent in writing of the Corporation:

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(B) A covenant not to use or authorise or permit any other person or persons to use the watershed area for any purpose or in any manner which would cause or contribute to the causing of the pollution of any water flowing through or collected by such area or of any water in the said reservoir and not to erect any houses or buildings on the watershed area except with the consent in writing of the Corporation but so that such consent shall not be unreasonably withheld in the case of the rebuilding or extension or alteration of any farm-houses or farm or agricultural buildings now existing:

(c) A covenant not to divert or abstract or impede the flow of any water which would but for such diversion abstraction or impediment flow into the said reservoir from the watershed area or any part thereof except for the purpose only of use as the supply of any farms houses or buildings now existing or which may hereafter be erected or re-erected as in the last preceding clause on the watershed area.

5. The Corporation shall not acquire any sporting or fishing rights over any part of the watershed area and the conveyance of the land agreed to be sold by clause 2 hereof (hereinafter called "the reservoir area") shall reserve the following indivisible rights to the persons or person who would for the time being be entitled to the reservoir area but for such conveyance (hereinafter called "the owners or owner") (that is to say):—

(A) A right (subject as hereinafter mentioned) for the owners or owner or their or his lessee for the time being of the sporting rights over the watershed area with their or his permission and the friends not exceeding four at any one time of the owners or owner or such lessee to shoot and to fish with rod and line over and upon the reservoir area:

(B) The right in connection therewith for the persons aforesaid at all times to come upon any part of the reservoir area and to place maintain and use in and over such area one boat not exceeding twenty-five feet in length and not propelled by mechanical power provided that such boat shall not be let otherwise than as aforesaid but shall be used solely by the persons aforesaid:

(c) Such rights reserved as aforesaid shall be subject to the right of fishing over and upon the reservoir area from boats or otherwise by such persons not exceeding four at any one time as the Corporation may authorise by licence:

Provided that in the exercise of the said rights the water in the reservoir shall not be wilfully fouled and that no injury shall be done to the reservoir and waterworks of the Corporation and that nothing in this agreement or the said conveyance shall in anywise prejudice or

interfere with the rights powers and authorities of the Corporation at all times without incurring any liability to draw off the water from the reservoir and to do all such acts matters and things whatsoever as may be necessary for the purpose of cleansing and repairing the reservoir and preventing the waters thereof from being fouled or preventing the accumulation of fish to such an extent as to affect the quality of the water.

6. Notwithstanding the covenant against pollution to be entered into by the trustees as hereinbefore provided the owners or owner and their or his tenants shall be at liberty to continue the washing of sheep as at present to the extent of three thousand six hundred sheep per annum at the points and places at which such washing has in the past taken place Provided always that the Corporation shall be entitled from time to time to require the discontinuance of such washing at any particular place or places upon condition that they shall previously to such discontinuance construct within the watershed area for the benefit of such owners or owner and their or his tenants such new places and works in lieu of the discontinued places and works as the owners or owner may reasonably require together with any necessary works to prevent pollution Provided that any such works shall not be constructed except between the fifteenth day of May and the thirty-first day of July in any year unless with the consent of the owners or owner.

7. The trustees will allow the Corporation to continue the existing footpath leading from near Tan-y-Bwlch across the lands numbered 42 on the deposited plans and terminating at the stream dividing the properties numbered 49 and 42 on the said plans by a new footpath commencing at such last aforesaid termination following the estate boundary as far as possible and then a line to be subject to the reasonable approval of the owners or owner or their or his agent and terminating at the nearest convenient point in the footpath leading from Nant Hylyn in a southerly direction to Mwdwleithin of the same character as the existing footpath firstly mentioned and the trustees shall dedicate as a path for foot passengers only so much of the site of such new footpath as forms part of the settled estates accordingly.

8. The price or consideration moneys to be paid for the purchase of the lands easements rights and privileges agreed to be sold or granted by this agreement and for the said covenants to be entered into by the trustees shall be such sum as may be agreed between the Corporation and the trustees and shall in the absence of agreement between the Corporation and the trustees be determined as in cases of disputed compensation under the Lands Clauses Consolidation Act 1845 the provisions of which Act so far as the same relate to the determination of disputed compensation shall be deemed to be incorporated herein In addition to any sum payable to the trustees as aforesaid the Corporation shall indemnify the trustees against all claims of tenants of the settled estates or any portion thereof arising out of or caused by the execution of any works by the Corporation.

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9. The terms of this agreement and every conveyance grant assurance covenant or instrument executed by the trustees hereunder and any award which shall be made by any arbitrators or arbitrator or umpire or other determination of price or consideration moneys hereunder shall be binding upon the Corporation their successors and the trustees and upon every person now or hereafter entitled to or interested in the settled estates under the will of the said testator Charles Wynne Griffith Wynne his heirs executors administrators and assigns as if every such person so entitled or interested had been sui juris and had been a party to this agreement and had joined as a conveying granting assuring or covenanting party in any such conveyance grant assurance covenant or instrument as aforesaid but so that no person shall be liable in damages on any such covenant as aforesaid except for his own acts or defaults.

10. In assessing the price or consideration moneys to be paid by the Corporation under this agreement (if such price or consideration moneys shall not be agreed as aforesaid) the arbitrators or arbitrator or umpire shall take into account the resulting benefit if any such there be which the settled estates may derive or may have derived from this agreement or the said intended Act or any Acts incorporated therein or any works or things executed or done under such agreement or Acts or any of them and shall make a proper allowance for compulsory sale and shall also take into account all damage loss or inconvenience (if any) occasioned to the settled estates or any portion thereof by severance or by any portion thereof being injuriously affected or otherwise injured by or as the result of the works executed or proposed to be executed by the Corporation and such price or consideration moneys shall be considered to include satisfaction for all damage (whether permanent or temporary) loss or inconvenience occasioned by severance or otherwise injuriously affecting the settled estates or any part thereof in exercise of the powers of the said Acts and shall be in full satisfaction of all works and things (except those hereinbefore specially provided for) which might otherwise be required to be made or done under any of the said Acts for the better enjoyment protection or accommodation of the settled estates or any part thereof.

11. The Corporation shall upon the execution of this agreement pay the sum of one hundred and eighty-five pounds in satisfaction of the costs of the trustees in connection with the preparation of their said petition and this agreement up to the date of its execution and thereupon all opposition of the trustees to the said Bill shall cease.

12. This agreement is conditional upon the said pending Bill being passed into law as an Act of Parliament in its present or some modified form in the present session of Parliament and upon a provision being inserted in such Act confirming the present agreement with such modifications (if any) as Parliament may make therein and authorising the Corporation and the trustees to carry the same into effect which

provision the Corporation will use all reasonable efforts to obtain Provided always that if during the passage of the said pending Bill through the House of Lords the Corporation shall fail to obtain the insertion therein of a clause or provision confirming the present agreement as it stands or with such modifications only as may be acceptable to the trustees then provided the modifications are material modifications the Corporation will not object to the trustees opposing and being heard against and in such case it shall be lawful for the trustees notwithstanding the present agreement or any other Act or thing done by the trustees to oppose and to be heard against the said Bill during its passage through the House of Commons Provided always that nothing herein contained shall operate to prevent the Corporation from withdrawing or obtaining leave to withdraw the said Bill.

As witness the seal of the Corporation and the hands of the trustees the day and year first before written.

The corporate common seal of the mayor aldermen and burgesses of the borough of Birkenhead was hereunto affixed in the presence of } L.S.

T. L. Dodds Mayor.

Witness to the signature of the above-named Thomas Somers Vernon Cocks } T. S. VERNON COCKS.

Thos. F. Turner
Clerk to Messrs. Nicholl Manisty & Co.
1 Howard Street Strand London
Solicitors.

Witness to the signature of the above-named Sir John Arthur Godley } J. ARTHUR GODLEY.

A. E. W. MacCamley
Managing Clerk to the said
Messrs. Nicholl Manisty & Co.

An Agreement made the sixth day of May one thousand nine hundred and seven between the Mayor Aldermen and Burgesses of the County Borough of Birkenhead (hereinafter called "the Corporation") of the one part and Frank Lockhart Cox of 118 Temple Chambers in the city of London esquire Alexander Robb Cox of Tanllan Dolgelly in the county of Merioneth esquire and Walter Edward Moore of 21 College Hill in the city of London esquire (hereinafter called "the trustees") of the other part.

Stamp. Ten shillings.

Whereas the trustees are the present trustees of the will of Alexander Robb Cox who died on the twenty-third day of November one thousand eight hundred and eighty and whose will was on the twenty-eighth day of January one thousand eight hundred and eighty-one duly proved

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in the Principal Registry of the Probate Division of Her late Majesty's High Court of Justice by which will certain estates in the county of Denbigh known as Tanygraig Tyngors and Penyffrith (hereinafter called "the said estates") were devised to trustees with power of sale:

And whereas a Bill is now pending in Parliament for an Act by which it is proposed to empower the Corporation to enter on take and use all or any of the lands delineated in the deposited plans and described in the deposited books of reference referred to in the said Bill (which include the whole of the said estates) and by which Act it is proposed to empower the Corporation to make and maintain the works therein mentioned including—

"Work No. 1 An impounding reservoir to be called the Alwen Reservoir situate in the parishes of Cerrig-y-druidion Pentrefoelas Nantglyn in the rural district of Ruthin and Bylchau to be formed by means of a dam across the river known as Afon Alwen":

And whereas the trustees have presented a petition to Parliament praying to be heard against the said Bill so far as the same affects the said estates:

And whereas in order to obviate all opposition by the trustees to such pending Bill and for the other purposes herein appearing the parties hereto have agreed to enter into this agreement:

Now it is hereby agreed and declared as follows:—

1. Save as hereinafter provided the Corporation shall not in connection with the said Work No. 1 acquire any portion of the said estates under the compulsory powers to be contained in the said intended Act.

2. The Corporation shall before the expiration of twelve months from the passing of the said intended Act for the compulsory purchase of lands give to the trustees notice to treat for the purchase of such portion of the said estates as the Corporation may require as part of the actual site of the said Alwen Reservoir and a border adjoining the same (not exceeding sixty-five acres in area) and thereupon the trustees shall sell and the Corporation shall purchase the land comprised in such notice to treat (including the mines and minerals thereunder).

3. After the said notice to treat shall have been given the trustees shall also sell and grant and the Corporation shall purchase and take in relation to such portion of the said estates not sold under clause 2 hereof as is delineated in the deposited plans and described in the deposited books of reference referred to in the said Bill (which portion of the said estates is hereinafter called "the watershed area") the following perpetual easements rights and privileges to be exerciseable by the Corporation their servants workmen contractors or agents (that is to say):—

(A) The perpetual easement right and privilege at all times hereafter to drain any peaty or marshy land within the watershed area by means of drains to be constructed and repaired between the fifteenth day of May and the thirty-first day of July in each year (so that the trenches for such drains shall within the period above referred to in each year be filled in to the ground level and covered and the surface restored):

(B) The perpetual easement right and privilege at all times hereafter to construct and maintain such works as the Corporation may from time to time think fit for preventing the pollution of any water collected by the watershed area from the houses and buildings now existing or hereafter to be erected on the watershed area or from any other cause:

(C) The perpetual easement right and privilege from time to time and at all times subject as in this agreement is mentioned to enter into any portion of the watershed area for the purpose of constructing and maintaining such works drains and trenches as aforesaid or such works if any as may be constructed under clause 6 hereof and for the purpose of viewing the state and condition thereof:

Provided that if the Corporation are desirous of entering into any portion of the watershed area for the purpose of constructing or maintaining works for preventing pollution or for the purpose of viewing the state and condition of any works drains or trenches constructed or maintained by them under this agreement they shall before so entering give to the owners or owner their or his agent twenty-four hours' previous notice of their intended entry for such purposes.

4. The trustees shall in the deed by which they shall grant the said easements enter into the following covenants (which shall be framed so as to bind the said estates and the owner or owners thereof for the time being but so as not to impose any personal liability on the trustees except for their own acts or defaults) (that is to say):—

(A) A covenant not to work search for get or win or allow or authorise any other person or persons to work search for get or win any mines minerals or other mineral substances in or under the watershed area or any part thereof except with the consent in writing of the Corporation:

(B) A covenant not to use or authorise or permit any other person or persons to use the watershed area for any purpose or in any manner which would cause or contribute to the causing of the pollution of any water flowing through or collected by such area or of any water in the said reservoir and not to erect any houses or buildings on the watershed

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area except with the consent in writing of the Corporation but so that such consent shall not be unreasonably withheld in the case of the rebuilding or extension or alteration of any farm-houses or farm or agricultural buildings now existing:

(c) A covenant not to divert or abstract or impede the flow of any water which would but for such diversion abstraction or impediment flow into the said reservoir from the watershed area or any part thereof except for the purpose only of use as the supply of any farm-houses or buildings now existing or which may hereafter be erected or re-erected as in the last preceding clause on the watershed area.

5. The Corporation shall not acquire any sporting or fishing rights over any part of the watershed area and the conveyance of the land agreed to be sold by clause 2 hereof (hereinafter called "the reservoir area") shall reserve the following indivisible rights to the persons or person who would for the time being be entitled to the reservoir area but for such conveyance (hereinafter called "the owners or owner") (that is to say):—

(A) A right (subject as hereinafter mentioned) for the owners or owner or their or his lessee for the time being of the sporting rights over the watershed area with their or his permission and the friends not exceeding four at any one time of the owners or owner or such lessee to shoot and to fish with rod and line over and upon the reservoir area:

(B) The right in connection therewith for the persons aforesaid at all times to come upon any part of the reservoir area and to place maintain and use in and over such area one boat not exceeding twenty-five feet in length and not propelled by mechanical power Provided that such boat shall not be let otherwise than as aforesaid but shall be used solely by the persons aforesaid:

(C) Such rights reserved as aforesaid shall be subject to the right of fishing over and upon the reservoir area from boats or otherwise by such persons not exceeding four at any one time as the Corporation may authorise by licence:

And provided that in the exercise of the said rights the water in the reservoir shall not be wilfully fouled and that no injury shall be done to the reservoir and waterworks of the Corporation and that nothing in this agreement or the said conveyance shall in anywise prejudice or interfere with the rights powers and authorities of the Corporation at all times without incurring any liability to draw off the water from the reservoir and to do all such acts matters and things whatsoever as may be necessary for the purpose of cleansing and repairing the reservoir and preventing the waters thereof from being

fouled or preventing the accumulation of fish to such an extent as to affect the quality of the water.

6. Notwithstanding the covenant against pollution to be entered into by the trustees as hereinbefore provided the owners or owner and their or his tenants shall be at liberty to continue the washing of sheep as at present to the extent of one thousand sheep per annum at the points and places at which such washing has in the past taken place Provided always that the Corporation shall be entitled from time to time to require the discontinuance of such washing at any particular place or places upon condition that they shall previously to such discontinuance construct within the watershed area for the benefit of such owners or owner and their or his tenants such new places and works in lieu of the discontinued places and works as the owners or owner may reasonably require together with any necessary works to prevent pollution Provided that any such works shall not be constructed except between the fifteenth day of May and the thirty-first day of July in any year unless with the consent of the owners or owner.

7. The Corporation shall provide two keepers or watchers to prevent trespassing and poaching on the reservoir area and the watershed area during the construction of the reservoirs authorised by the said intended Act.

8. The price or consideration moneys to be paid for the purchase of the lands easements rights and privileges agreed to be sold or granted by this agreement and for the said covenants to be entered into by the trustees shall be such sum as may be agreed between the Corporation and the trustees and shall in the absence of agreement between the Corporation and the trustees be determined as in cases of disputed compensation under the Lands Clauses Consolidation Act 1845 the provisions of which Act so far as the same relate to the determination of disputed compensation shall be deemed to be incorporated herein In addition to any sum payable to the trustees as aforesaid the Corporation shall indemnify the trustees against all claims of tenants of the said estates or any portion thereof arising out of or caused by the execution of any works by the Corporation.

9. The terms of this agreement and every conveyance grant assurance covenant or instrument executed by the trustees hereunder and any award which shall be made by any arbitrators or arbitrator or umpire or other determination of price or consideration moneys hereunder shall be binding upon the Corporation their successors and the trustees and upon every person now or hereafter entitled to or interested in the said estates under the will of the said testator Alexander Robb Cox his heirs executors administrators and assigns as if every such person so entitled or interested had been sui juris and had been a party to this agreement and had joined as a conveying granting assuring or covenanting party in any such conveyance grant assurance covenant

A.D. 1907. or instrument as aforesaid but so that no person shall be liable in damages in any such covenant as aforesaid except for his own acts or defaults.

10. In assessing the price or consideration moneys to be paid by the Corporation under this agreement (if such price or consideration moneys shall not be agreed as aforesaid) the arbitrators or arbitrator or umpire shall make a proper allowance for compulsory sale and shall also take into account all damage loss or inconvenience (if any) occasioned to the said estates or any portion thereof by severance or by any portion thereof being injuriously affected or otherwise injured by or as the result of the works executed or proposed to be executed by the Corporation and such price or consideration moneys shall be considered to include all satisfaction for all damage (whether permanent or temporary) loss or inconvenience occasioned by severance or otherwise injuriously affecting the said estates or any part thereof in exercise of the powers of the said Acts and shall be in full satisfaction of all works and things (except those hereinbefore specially provided) or which might otherwise be required to be made or done under any of the said Acts for the better enjoyment protection or accommodation of the said estates or any part thereof.

11. The Corporation shall upon the execution of this agreement pay the sum of two hundred pounds in satisfaction of the costs of the trustees in connection with the preparation of their said petition and this agreement up to the date of its execution and thereupon all opposition of the trustees to the said Bill shall cease.

12. This agreement is conditional upon the said pending Bill being passed into law as an Act of Parliament in its present or some modified form in the present session of Parliament and upon a provision being inserted in such Act confirming the present agreement with such modifications (if any) as Parliament may make therein and authorising the Corporation and the trustees to carry the same into effect (which provisions the Corporation will use all reasonable efforts to obtain):

Provided always that if during the passage of the said pending Bill through the House of Lords the Corporation shall fail to obtain the insertion therein of a clause or provision confirming the present agreement as it stands or with such modifications only as may be acceptable to the trustees then provided the modifications are material modifications the Corporation will not object to the trustees opposing and being heard against and in such case it shall be lawful for the trustees notwithstanding the present agreement or any other act or thing done by the trustees to oppose and to be heard against the said Bill during its passage through the House of Commons:

Provided always that nothing herein contained shall operate to prevent the Corporation from withdrawing or obtaining leave to withdraw the said Bill.

As witness the seal of the Corporation and the hands of the trustees the day and year first before written. A.D. 1907.

The common seal of the mayor aldermen and burgesses of the borough of Birkenhead was hereunto affixed in the presence of } Seal.

W. G. Wall Deputy Mayor.

Witness to the signatures of Frank Lockhart Cox and Walter Edward Moore { FRANK L. COX. WALTER E. MOORE.

Ernest Maeers
Clerk to Messrs. Wilde Moore Wigston & Co.
21 College Hill London
Solicitors.

Witness to the signature of Alexander Robb Cox } ALEX. R. COX.

R. Booth
Nurse at Tanllan Dolgelly.

Stamps.

This Indenture made the twelfth day of July one thousand nine hundred and seven between the Mayor Aldermen and Burgesses of the Borough of Birkenhead (hereinafter called "the Corporation") of the one part and Sir John Henry Puleston of 2 Whitehall Court London S.W. (hereinafter called "the owner" which expression includes his heirs successors and assigns of the Ffynogion Estate) of the other part. Ten shillings. Five shillings.

Whereas the Corporation are promoting in the present session of Parliament a Bill (hereinafter called "the Bill") for empowering the Corporation to obtain a supply of water from the Rivers Alwen and Brenig in the county of Denbigh and for other purposes:

And whereas the works proposed to be authorised by the Bill include amongst others certain aqueducts (hereinafter referred to as "the aqueduct") which will pass through or near a certain estate in the parish of Llanfair Dyffryn Clwyd in the county of Denbigh known as "the Ffynogion Estate" (hereinafter called "the estate") the area of which is shown by a red boundary line on a map of the Ordnance survey on the six inches to the mile scale which has for identification been signed by the said Sir John Henry Puleston and by John William Melling Richardson the borough water engineer on behalf of the Corporation and a supply of water could be conveniently afforded from the aqueduct when constructed for the use of the owner:

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And whereas the Corporation in the Bill as introduced as aforesaid propose to take powers to supply water by agreement in bulk or otherwise as therein mentioned:

And whereas the Corporation and the owner have agreed that in the event of the necessary powers being granted by Parliament and if and when the aqueduct is completed a supply of water may be furnished in bulk to the owner by the Corporation on the terms hereinafter set forth:

It is hereby agreed between the Corporation and the owner as follows (that is to say):—

1. Subject to the provisions hereinafter contained the Corporation shall when they are in a position to supply water from the aqueduct to the owner and when the owner after having given six calendar months' previous notice in writing to the Corporation of his desire and intention to take a supply of water are in a position by having provided a main and otherwise to take such supply deliver into such main from the aqueduct in perpetuity (subject as hereinafter mentioned) in bulk for ordinary trade agricultural domestic and sanitary use upon the estate such daily quantity of water per day of twenty-four hours reckoned from midnight to midnight as may be taken by the owner not exceeding in the whole two thousand gallons a day.

2. The owner agrees to pay to the Corporation for and in respect of the supply of water to be afforded by the Corporation as aforesaid ninepence for every one thousand gallons supplied.

3. The owner shall pay for a minimum average supply of seven hundred gallons of water per day in perpetuity whether the quantity of water taken by him in any one or more days of twenty-four hours equals that quantity or not For the purpose of this clause the said daily average is to be taken for each quarter of a year terminating upon the respective dates mentioned in clause 8 hereof at the end of that quarter upon the total quantity of water registered by the meter as having been taken during that quarter and payment shall be made as hereinafter mentioned.

4.—(A) All water taken from the aqueduct shall be measured by a meter or other apparatus of a proper description and capable of accurately registering the water supplied to be approved by the water engineer for the time being of the Corporation and such meter and apparatus and all other works and appliances shall be provided by the Corporation at such point as shall be approved by them at the expense of the owner who shall also pay all other costs charges and expenses (if any) which the Corporation may be put to incidental to the supply hereunder to the main of the owner from the aqueduct.

(B) The Corporation shall at all reasonable times be at liberty to inspect such meter or other apparatus and to test and require the

accuracy thereof and the works appertaining thereto to be tested and if necessary repaired and maintained at the expense of the owner.

(c) The meter or other apparatus shall be placed in some chamber or building satisfactory to the Corporation and to be provided by the owner and shall be fixed and all pipes valves and other apparatus connecting it with the aqueduct including the junction between the aqueduct and the main of the owner shall be fixed made and executed by the Corporation at the cost of the owner The costs chargeable to the owner under this clause shall be the actual sums expended by the Corporation together with the reasonable cost of plans drawings and supervision.

5. The Corporation shall not be liable by virtue of this agreement or otherwise for any damage loss or expenses by any failure in the supply of water to the owner if such failure shall be occasioned by the act of God earthquake frost drought bursting of pipes insufficiency of pressure or unauthorised interference with or accidental or wilful damage to the works or plant of the Corporation or any cause beyond the control of the Corporation or during any time when the works of the Corporation shall be undergoing necessary repairs or cleansing but the Corporation shall take all reasonable steps to prevent such suspension of supply and to minimise the period of any such suspension and no payment in respect of water under this agreement shall be demanded by the Corporation in respect of the period during which such supply is suspended and in the event of a temporary partial suspension taking place by which the supply of water to the estate is reduced below seven hundred gallons a day then the payment in respect of water under clause 3 hereof during the period of such suspension shall be reduced proportionately.

6. The owner shall not without the consent of the Corporation supply water furnished to him under this agreement except for use on property comprised in the area of the estate shown on the said map.

7. The Corporation may on giving twelve months' notice to the owner discontinue or reduce the supply then given to the extent that may in the opinion of the Corporation be necessary to enable a supply of thirty gallons per head per day to be given from the then existing gravitation works of the Corporation to the population within their limits of supply and on the expiration of the said notice the supply shall be discontinued or reduced accordingly If such supply shall be discontinued all liability of the owner to pay for a supply shall determine as on the date of such discontinuance and the owner shall be under no liability as to any expense the Corporation may be put to in disconnecting the owner's main from the Corporation's aqueduct If such discontinuance shall take place within twenty years of the

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commencement of the supply the Corporation shall pay to the owner one twentieth of whatever costs and expenses the owner shall have paid in respect of the works carried out by the Corporation under clause 4 (A) hereof for every year by which the period of such supply shall have fallen short of such twenty years If such supply is to be reduced the reduction shall be effected by a reduction to a figure to be named in the notice to be so given by the Corporation of the maximum of two thousand gallons a day mentioned in clause 1 hereof and if such figure be less than seven hundred gallons a day the minimum average supply to be paid for under clause 3 hereof shall be reduced to the same figure.

8. All accounts for the water supplied (including money payable in respect of the owner's obligation to pay for a minimum supply whether such supply is taken or not) shall be calculated up to the first day of January the first day of April the first day of July and the first day of October in every year for the three calendar months then preceding and shall be payable as soon thereafter as the proper amount payable shall be ascertained.

9. In the event of default being made in any payment under the last preceding clause for a period of three calendar months next after the same shall have become payable the Corporation may if they think fit in addition to all such other remedies as they may possess terminate this agreement and disconnect the main of the owner from the aqueduct and cease to supply any water to the estate but shall retain power to enter upon the estate within one calendar month after the termination of the agreement to inspect the meter The Corporation shall not be answerable for any damage caused by the disconnecting under this clause of the main of the owner from the aqueduct but shall use all reasonable care in the work The cost of the work shall be recoverable from the owner by the Corporation in any court of competent jurisdiction.

10. In case any dispute or difference shall arise respecting the meaning or intention of this agreement or in respect of anything arising under this agreement the same shall be settled by an arbitrator to be agreed upon or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers Such arbitrator shall have power to decide all questions put to him and to determine as to payment of the costs of the arbitration by the parties to this agreement or either of them and the decision of such arbitrator shall be final and binding on the Corporation and the owner.

11. This agreement is made subject to the approval of Parliament and to such alterations (if any) not inconsistent with the main provisions hereof as Parliament may think fit to make therein.

A.D. 1907.

In witness whereof the Corporation have caused their corporate common seal to be hereunto affixed and the said Sir John Henry Puleston has hereunto set his hand and seal the day and year first before written.

The corporate common seal of the mayor aldermen and burgesses of the borough of Birkenhead was hereunto affixed in the presence of } L.S.

T. L. Dodds Mayor.

Signed sealed and delivered by the said Sir John Henry Puleston in the presence of } JOHN H. PULESTON. L.S.

Wm. L. L. Roberts
24 Gordon Place Kensington W.
Solicitor.

Printed by Eyre and Spottiswoode,
FOR
Rowland Bailey, Esq., I.S.O., M.V.O., the King's Printer of Acts of Parliament.

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