



CHAPTER lxxi.

An Act to confer further powers upon the Metropolitan Water Board and for other purposes.

A.D. 1927.

[29th July 1927.]

WHEREAS the Metropolitan Water Board (hereinafter referred to as "the Board") were established by the Metropolis Water Act 1902 and are by virtue of that Act and subsequent Acts charged with the duty of supplying water within an area which comprises the whole of the county of London and parts of the counties of Middlesex Surrey Kent Essex and Hertford :

And whereas prior to the passing of the said Metropolis Water Act 1902 the urban district of Cheshunt in the county of Hertford was within the limits of supply of the New River Company (one of the predecessors in title of the Board) but it was provided by the said Act that as from a certain date the said urban district should cease to be within the limits of supply of the Board and the powers rights and duties of the council of the said urban district (hereinafter referred to as "the Cheshunt Council") with respect to the supply of water should extend throughout their district and the waterworks and plant of the Board in the said district and used exclusively for the supply thereof should be transferred to and vest in the Cheshunt Council upon terms to be agreed or determined by arbitration :

And whereas pursuant to the said provisions the Cheshunt Council are supplying water within the said

A.D. 1927. district and are for that purpose taking a supply of water in bulk from the Board :

And whereas the Cheshunt Council and the Board have entered into an agreement for the transfer to the Board of the said water undertaking and it is expedient that the said agreement should be confirmed and that the provisions contained in this Act with respect to the addition of the said urban district to the limits of supply of the Board should be enacted :

And whereas by virtue of the Act 10 Geo. IV. cap. cxvii. the Board as successors in title of the East London Waterworks Company are under the obligation to maintain and keep in repair certain bridges erected by the said company over a canal or feeder constructed by them for conveying water from the River Lee to their works at Old Ford including a bridge in the metropolitan borough of Hackney described in the said Act as Wick Bridge but now known as Wick Lane Bridge :

And whereas in connection with the reconstruction by the London County Council of Wick Lane Bridge the Board and the council of the said metropolitan borough of Hackney are about to enter into arrangements under which the last-mentioned council will become and thereafter be responsible for the maintenance and repair of the said bridge and it is expedient that the obligation of the Board in regard to such maintenance and repair should be repealed :

And whereas the Board and the Barnet District Gas and Water Company have entered into an agreement for the supply of water in bulk by the Board to that company and it is expedient that the said agreement should be confirmed :

And whereas by the East London Waterworks Act 1900 the East London Waterworks Company were empowered to construct certain waterworks and to acquire or use compulsorily lands for the purposes thereof which powers upon the establishment of the Board became exerciseable by them as successors of the said company :

And whereas the periods limited for the completion by the Board of certain of the said waterworks and of certain other works will shortly expire and it is expedient that the said periods should be extended as provided by this Act :

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And whereas the period originally limited for the construction of certain other of the waterworks authorised by the said East London Waterworks Act 1900 expired and the powers for such construction were revived by the Metropolitan Water Board Act 1913 but the period limited for the exercise of such revived powers has expired and it is expedient that the said powers should be again revived and made exerciseable by the Board who own the lands required for the construction of the said waterworks :

And whereas it is expedient that such other powers and provisions as are contained in this Act should be conferred and enacted :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

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

1. This Act may be cited as the Metropolitan Water Board Act 1927. Short title.

2. The following Acts (namely) :—

the Waterworks Clauses Act 1847; and

the Waterworks Clauses Act 1863 (except section 12 of that Act and the words "under any agreement for the supply of water for other than domestic purposes" in section 13 of the said Act)

Incorporation
of Acts.

so far as the same are applicable for the purposes of this Act and are not varied by or inconsistent with this Act or any previous Act of or relating to the Board are hereby incorporated with and form part of this Act.

3. In and for the purposes of this Act unless the subject or context otherwise requires— Interpretation.

"The Board" means the Metropolitan Water Board;

"The limits of supply" means the limits within which the Board are for the time being authorised to supply water;

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“The Act of 1902” means the Metropolis Water Act 1902;

“The Charges Act of 1907” means the Metropolitan Water Board (Charges) Act 1907;

“The Various Powers Act of 1907” means the Metropolitan Water Board (Various Powers) Act 1907;

“The Charges Act of 1921” means the Metropolitan Water Board (Charges) Act 1921;

“The Various Powers Act of 1921” means the Metropolitan Water Board (Various Powers) Act 1921;

“The water fund” means the water fund established by the Board under the Act of 1902.

Addition of urban district of Cheshunt to limits of supply of Board.

4.—(1) The agreement (in this section referred to as “the Cheshunt agreement”) dated the twelfth day of April one thousand nine hundred and twenty-seven and made between the urban district council of Cheshunt (in this section referred to as “the council”) of the one part and the Board of the other part of which a copy is set forth in the First Schedule to this Act is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly.

(2) Notwithstanding anything contained in section 12 (Provisions as to certain boroughs and urban districts) of the Act of 1902 or done under that section—

(a) the urban district of Cheshunt (in this section referred to as “the Cheshunt district”) shall as from the date of transfer referred to in the Cheshunt agreement (in this section referred to as “the date of transfer”) be added to and for all purposes form part of the limits of supply and the Board within the Cheshunt district shall have and may exercise the like powers rights privileges and authorities and shall be subject to the like duties and obligations as they have and are subject to within that part of the limits of supply as constituted immediately before the date of transfer which formerly comprised the area of supply of the New River Company;

(b) the water undertaking as defined in the Cheshunt agreement shall by virtue of this Act be trans-

ferred to and vest in the Board on and from the date of transfer in accordance with clause 2 of the Cheshunt agreement; A.D. 1927.
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- (c) the Board shall continue to supply water to all persons who immediately before the date of transfer were taking or had before that date agreed to take a supply of water (whether for domestic purposes or by measure) from the council but notwithstanding anything in any agreement between any such person and the council the terms and conditions of any such supply by the Board shall be the same as the terms and conditions applicable to similar supplies furnished by the Board in exercise of their powers as successors of the New River Company (as amended or extended by Acts of the Board) and accordingly the Acts and regulations relating to supplies so furnished shall apply to supplies furnished by the Board pursuant to this provision; and
- (d) all powers of the council for or with respect to the supply of water in the Cheshunt district shall cease and determine on the date of transfer.

(3) The Board shall as soon as practicable after the passing of this Act give public notice of the Cheshunt agreement and of the effect of the provisions of this section in a newspaper or newspapers circulating in the Cheshunt district.

(4) As from the date of transfer any agreement which may on or immediately before that date be in force between the Board and the council for or with respect to the supply of water by the Board to the council shall cease to have effect and section 13 (Supply in bulk to certain districts and persons) of the Act of 1902 shall be read and have effect as if all references to the council had been omitted therefrom.

5.—(1) The time limited by the East London Waterworks Act 1900 for the completion of the storage reservoir (Reservoir No. 2) described in and authorised by that Act as extended by the Metropolitan Water Board Act 1906 and by the Metropolitan Water Board Act 1913 is hereby further extended until the thirty-first day of October one thousand nine hundred and thirty-eight.

Extension
of time for
completion
of certain
works.

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(2) The time limited by the Metropolitan Water Board Act 1915 for the completion of the reservoir (No. 1) described in and authorised by that Act is hereby extended until the thirty-first day of October one thousand nine hundred and forty.

Revival of powers for construction of certain works.

6. The powers of the Board (as successors in title of the East London Waterworks Company) for and in connection with and incidental to the construction and completion of the conduits or lines of pipes (Conduit No. 2) (Conduit No. 3) and (Conduit No. 4) described in and authorised by the said East London Waterworks Act 1900 are hereby revived and continued and may be exercised at any time before the thirty-first day of October one thousand nine hundred and thirty-eight.

Cesser of liability of Board to maintain Wick Lane Bridge.

7. Notwithstanding anything contained in section 73 of the Act 10 Geo. IV. cap. cxvii or any subsequent Act the Board shall as from the date of the passing of this Act cease to be under any obligation to maintain or keep in repair the bridge in the metropolitan borough of Hackney known as Wick Lane Bridge but described in the said Act as Wick Bridge carrying Wick Lane over the canal or feeder of the Board conveying water from the River Lee to Old Ford.

Confirmation of scheduled agreement with Barnet District Gas and Water Company.

8. The agreement made the twenty-first day of March one thousand nine hundred and twenty-seven between the Board and the Barnet District Gas and Water Company of which a copy is set forth in the Second Schedule to this Act is hereby sanctioned and confirmed and due effect shall be given thereto accordingly and notwithstanding anything in this or any other Act relating to the Board the Board may and shall supply water to the said company in accordance with the terms of the said agreement.

Supply of water in bulk outside limits of supply.

9.—(1) The Board may enter into and carry into effect agreements with any local authority company or person for the supply of water beyond the limits of supply to any such authority company or person respectively in bulk for any purpose and for such remuneration and on such terms and conditions and for such period as may be agreed upon Provided that such supply shall not be given except with the consent of any company or person supplying water under Parliamentary authority

within the area to be supplied and of the local authority of the district comprising that area nor if and so long as such supply would interfere with the supply of water for any purpose within the limits of supply Provided also that nothing in this section shall authorise the Board to lay any mains or other pipes or to interfere with any street beyond the limits of supply. A.D. 1927.

(2) Section 23 (Contracts for supply of water in bulk) of the East London Waterworks Act 1900 and subsection (3) of section 13 (Supply in bulk to certain districts and persons) of the Act of 1902 are hereby repealed.

10. Section 12 (Mode of determining rateable value) of the Charges Act of 1921 is hereby repealed and in lieu thereof the following provisions shall have effect (that is to say) :— Mode of determining rateable value.

(1) For the purposes of the Charges Act of 1907 as amended by the Charges Act of 1921 the rateable value of any house or building or part of a house or building shall (subject as hereinafter provided) be determined as respects any financial year by the valuation list in force at the commencement of that financial year for the rating area or parish in which such house or building or part of a house or building is situate Provided that—

(a) where a valuation list (other than a provisional list or any alteration or addition made pursuant to section 37 of the Rating and Valuation Act 1925 in or to a valuation list) is made so as to come into force on any date in the month of April in a financial year after the commencement of that financial year such valuation list shall for the purposes of this subsection be substituted as from the commencement of that financial year for the valuation list in force at the date of such commencement;

(b) if no rateable value be assigned in any valuation list to any house or building or part of a house or building then—

(i) if such house or building or part of a house or building is rated to any rate made

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for the relief of the poor or to any other rate in which such rate is included the amount at which the same is so rated; and

(ii) in any other case the annual value of such house or building or part of a house or building determined in manner provided by section 68 of the Waterworks Clauses Act 1847

shall for the purposes aforesaid be deemed to be the rateable value of that house or building or part of a house or building;

(c) except as provided by the foregoing proviso (a) where any alteration is made in the rateable value of any house or building or part of a house or building as appearing in any valuation list or any house or building or part of a house or building is for the first time entered in a valuation list the altered or new rateable value shall as from the date on which the same becomes effective be deemed for the purposes aforesaid to be the rateable value of such house or building or part of a house or building. Any payment to the Board made in respect of the financial year in which such altered or new rateable value becomes effective or of any part of such financial year by way of water rate in respect of the supply of water for domestic purposes to such house or building or part of a house or building shall where necessary be adjusted accordingly in the same manner as adjustments for rating purposes are in the like circumstances made by the rating authority in the rating area or parish in which such house or building or part of a house or building is situate but the proviso to subsection (1) of section 36 of the Rating and Valuation Act 1925 shall not apply to the water rate. Any sum payable to the Board under any such adjustment shall be recoverable in like manner as water rates are recoverable by them;

(d) in the application of the foregoing proviso (c) to any house or building or part

of a house or building in the administrative county of London the water rate shall be deemed to be a rate within the meaning of section 47 (10) of the Valuation (Metropolis) Act 1869;

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(e) where a new valuation list comes into force in the month of October in any year in consequence of the making of an order of the Minister of Health under section 19 (1) (a) of the Rating and Valuation Act 1925 each house or building or part of a house or building comprised in such list shall be deemed for the purposes of the foregoing proviso (c) to be for the first time entered in a valuation list;

(f) without prejudice to the provisions of the foregoing provisos (c) (d) and (e) the water rate in respect of the supply of water for domestic purposes to any house or building or part of a house or building shall be payable on the basis of the rateable value of such house or building or part of a house or building as determined as aforesaid notwithstanding any appeal which may be pending with respect to the valuation list in which such rateable value appears :

- (2) In and for the purposes of this section the expression "financial year" means any period of twelve months commencing on the first day of April :
- (3) Nothing in this section shall alter or affect the basis prescribed by section 15 (Expenses of Board) of the Act of 1902 for the apportionment amongst the contributory areas of any sum required to meet any deficiency in the water fund.

11.—(1) Subject to the provisions of the section of this Act of which the marginal note is "Mode of determining rateable value" the Water Rate Definition Act 1885 shall extend and apply throughout the limits of supply and in construing the proviso to section 1 of that Act the words "rateable value" shall be substituted for the words "annual value."

As to application of Water Rate Definition Act 1885.

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(2) Section 20 (As to application of Water Rate Definition Act 1885) of the Charges Act of 1921 is hereby repealed.

As to
rateable
value of
two or more
houses in
one occupa-
tion.

12. Section 13 (As to rateable value of two or more houses in one occupation) of the Charges Act of 1921 is hereby repealed and in lieu thereof the following provisions shall have effect (that is to say):—

Where two or more houses or buildings or parts of a house or building or of two or more houses or buildings connected by any means of communication not being a public highway are in the occupation of one and the same company body firm or person they shall be deemed for the purpose of determining the amount of the water rate chargeable by the Board in respect of any supply of water for domestic purposes furnished by the Board to any one or more of such two or more houses or buildings or such two or more parts of a house or building or of two or more houses or buildings to be one tenement having a rateable value equal to the aggregate of the rateable values of the separate houses or buildings or parts of a house or building or of houses or buildings so occupied.

As to
supply of
copies of or
extracts
from
valuation
lists &c.

13.—(1) Any person who under the provisions of section 74 (Inspection &c. of ratebooks) of the Various Powers Act of 1907 is required on demand to make and transmit to the Board such certified copies or extracts as are referred to in the said section shall within three months from the making of any demand in writing signed by the clerk of the Board for any such copy or extract transmit the same to the Board and any such person who refuses or neglects to transmit such copy or extract within the said period shall be deemed for the purposes of the said section to have refused or neglected to transmit the same.

(2) Notwithstanding anything in the said section 74 the fee to be paid by the Board for any copy or extract supplied to them under the provisions of that section as amended by this section shall be a sum calculated at the rate of five shillings for every hundred entries numbered separately or the sum of one shilling and sixpence whichever shall be the greater.

14. Section 9 (Rebates in case of domestic supplies to certain houses solely used for trade business &c.) of the Charges Act of 1921 is hereby repealed and in lieu thereof the following provisions shall have effect (that is to say) :—

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Rebates in case of domestic supplies to certain houses solely used for trade business &c.

(1) Where under the provisions of the Charges Act of 1907 as amended by the Charges Act of 1921 or of the last-mentioned Act the Board furnish a supply of water for domestic purposes to any house or building or part of a house or building of a rateable value exceeding twenty pounds per annum which is occupied as a separate tenement and solely for the purposes of any trade or business or of any profession or calling by which the occupier seeks a livelihood or profit and in which no person dwells other than—

(a) a menial or domestic servant employed by the occupier; or

(b) any other person of a similar grade or description not otherwise employed by the occupier who shall be engaged by him to dwell in the house or building or part of a house or building solely for the protection thereof;

the Board shall make or allow from the water rate payable in respect of such supply a rebate of an amount representing the percentage of such water rate specified in the second column of the next following table where the rateable value per annum of the house or building or part of a house or building is as specified in the first column of the said table opposite such percentage (that is to say) :—

Rateable Value.	Rebate.
Not exceeding £1,000 - -	25 per centum.
Exceeding £1,000 but not exceeding £5,000 - -	30 per centum.
Exceeding £5,000 - - -	35 per centum.

Provided that—

(i) in the case of any house or building or part of a house or building of which the rateable value does not exceed one hundred pounds per annum the Board may if they think fit make or allow from the water rate

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payable in respect of the supply to such house or building or part of a house or building a further rebate of such amount and on such terms and conditions as the Board may in their discretion determine;

(ii) any such rebate shall only be made or allowed to such an amount as will not reduce the water rate payable in respect of the supply to any house or building or part of a house or building of which the rateable value exceeds one thousand pounds per annum to a net amount less than would have been payable if such rateable value had been the highest rateable value referred to in the next preceding division of the scale set out in the said table; and

(iii) any such rebate shall only be made or allowed to such an amount as will not reduce the water rate payable in respect of the supply to any house or building or part of a house or building of which the rateable value exceeds twenty pounds per annum to a net amount less than would have been payable if such rateable value had been twenty pounds per annum :

- (2) Notwithstanding anything contained in this section the Board shall be entitled to require the owner or occupier of any such house or building or part of a house or building as is referred to in this section to take such supply by measure under and in accordance with the provisions of section 14 (Supply by measure) of the Charges Act of 1921 or if such owner or occupier declines so to take such supply then to pay to the Board water rates in respect of the supply of water for domestic purposes to such house or building or part of a house or building on the basis of the rateable value thereof without the allowance of any such rebate as is referred to in this section.

Power to
affix test
meters.

15.—(1) The Board may for the purpose of measuring the quantity of water supplied to the owner or occupier of any house or building or part of a house or building or premises or of preventing and detecting

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any waste misuse or undue consumption of water at their own cost affix and maintain elsewhere than in any public street meters and other apparatus on any pipe by means of which water is supplied by the Board to any such owner or occupier. Provided that the Board shall make good any damage caused to the pipes or any other property of such owner or occupier by the fixing or subsequent removal of any such meter or other apparatus :

Provided also that no such meter or other apparatus shall be fixed otherwise than in such position as may be agreed upon between the Board and such owner or occupier or as failing such agreement shall be determined by two justices.

(2) The provisions of section 15 of the Waterworks Clauses Act 1863 shall extend to enable the Board from time to time to enter the premises of any person supplied with water by them for the purpose of affixing maintaining inspecting and removing any such meters or other apparatus as aforesaid and shall apply and have effect as if any such meter or apparatus were a meter or apparatus for measuring water within the meaning of that section and as if the said provisions had applied to the affixing and maintaining of meters or apparatus as well as to the inspection or removal thereof.

16.—(1) In any case in which in consequence of any default (other than neglect to pay the water rate) on the part of any person to whom or for whose use the Board supply water the Board cut off any of the pipes by or through which water is supplied by them to or for the use of such person the expense incurred by the Board in such cutting off shall be recoverable by the Board as the water rates in respect of the premises for the supply to which such pipes were laid are recoverable and the Board shall not be under any obligation to supply water to such person or for his use until he shall have paid such expense and the expense of reconnecting the supply.

Recovery
of expense
of cutting
off supplies
in certain
cases.

(2) The powers conferred by this section shall be in addition to and not in derogation of the rights and remedies of the Board under section 74 of the Waterworks Clauses Act 1847 or section 55 (Remedies of Board in case of non-payment of charges for certain meter supplies) of the Metropolitan Water Board Act 1915.

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Penalty for
interfering
with sluices
&c.

17. Section 69 (Penalty for interfering with sluices &c.) of the Various Powers Act of 1921 is hereby repealed and in lieu thereof the following provisions shall have effect (that is to say):—

Where the owner or occupier of any house or building or part of a house or building or premises is not for the time being entitled to a supply or the continuance of a supply of water by the Board to or in respect of such house or building or part of a house or building or premises any person who shall without the authority of the Board turn on or cause or permit to be turned on or permit to remain turned on any sluice cock valve or other apparatus attached to any service main or pipe connected with any main of the Board and provided or available for the purpose of affording such supply shall be deemed to commit an offence under section 60 of the Waterworks Clauses Act 1847 and the said section shall extend and apply accordingly.

As to
streets and
roads
forming
boundary
of limits of
supply.

18. Where the limits of supply are bounded by or abut upon any street or road wholly outside such limits the Board may for the purpose of supplying water to the owner or occupier of any premises abutting upon such street or road and being within such limits exercise with respect to such street or road the like powers of breaking up the same for the purpose of laying maintaining inspecting repairing and renewing pipes as are exerciseable by them with respect to streets or roads within the limits of supply and subject to the like conditions and the owner or occupier of any such premises may for the purpose of laying any communication pipe or of complying with any obligation to maintain any pipe or apparatus which he is liable to maintain exercise the like power of opening the ground between any main or pipe of the Board and his premises and of opening or breaking up so much of the pavement of the street as shall be between such main or pipe and his premises and any sewer or drain therein as if such street or road were within the limits of supply Provided that nothing in this section shall entitle or require the Board to supply water to the owner or occupier

of any premises abutting upon any such street or road as aforesaid and being outside the limits of supply. A.D. 1927.

19.—(1) If the Board by resolution determine that the provisions of this section shall come into operation then on the passing of any such resolution the second and fourth paragraphs (which respectively commence with the words “The representatives of any contributing member” and the words “Upon the death of any person”) of section 44 (Forfeiture of rights under scheme in certain cases) of the Various Powers Act of 1907 shall cease to have effect and shall be deemed to have been repealed by this Act and the said section shall be read and have effect as if the following provisions were contained therein in lieu of the said paragraphs (that is to say):—

Amendment of provisions as to superannuation fund.

(a) The representatives of any contributing member—

(i) who after having been a contributor to the said fund for a period exceeding five years and not having been guilty of fraud or dishonesty or misconduct which involves pecuniary loss to the Board shall die before he becomes entitled to any benefit under the scheme on resignation or retirement; and

(ii) the amount of whose contributions with such interest as shall have accrued thereon under the scheme up to the date of his death is less than the amount of the pensionable remuneration of such member

shall be entitled to receive out of the superannuation fund a sum equal to the amount of such pensionable remuneration and shall have no further claim upon the superannuation fund;

(b) The representatives of any contributing member—

(i) who after having been a contributor to the said fund for a period not exceeding five years; or

(ii) the amount of whose contributions (in the case of a member who has been a contributor to the said fund for a period exceeding five years) with such interest as shall have accrued thereon under the scheme up to the date of his death is equal to or greater than the amount of the pensionable remuneration of such member;

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and who not having been guilty of fraud or dishonesty or misconduct which involves pecuniary loss to the Board shall die before he becomes entitled to any benefit under the scheme on resignation or retirement shall be entitled to receive out of the superannuation fund the whole amount of the contributions of such member with such interest as aforesaid and shall have no further claim upon the superannuation fund;

(c) On the death of a person receiving or entitled to receive a superannuation allowance who at the date of his death had not received by way of such superannuation allowance a total sum equal to or greater than the greater of the two following amounts (namely):—

(i) the aggregate amount of his contributions to the said fund while he was a contributing member together with such interest as shall have accrued thereon under the scheme up to the date of his retirement; or

(ii) the amount of the pensionable remuneration of such member;

the representatives of such person shall be entitled to receive out of the superannuation fund a sum equal to the greater of the said two amounts after deducting therefrom any sums paid to such person by way of superannuation allowance and shall have no further claim on the superannuation fund;

(d) For the purposes of the foregoing paragraphs (a) (b) and (c) the expression "pensionable remuneration" means a sum representing the equivalent for one year of the salary or wages on which the contributing member or person in relation to whom the expression is used was contributing to the superannuation fund at the date of his ceasing to be a contributing member including in such salary or wages the pensionable proportion of the appropriate bonus (if any) payable to him at that date.

(2) If the Board pass any such resolution as aforesaid any increased contribution to the superannuation fund

which the actuary to whom the financial position of the said fund is submitted for examination under the provisions of the scheme shall certify to be necessary to provide the sums which in consequence of the coming into operation of the foregoing provisions will be payable out of the said fund in excess of the sums which would have been so payable if the said provisions had not come into operation shall be defrayed by an increase of the contributions to be made by the contributing members. Provided that this subsection shall cease to have effect if the Minister of Health shall certify that the provisions of the Local Government and other Officers' Superannuation Act 1922 as amended by any subsequent Act provide benefits not less advantageous than the benefits provided by virtue of this Act.

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20. The Board may make contributions to the funds or towards the expenses of any association committee council conference congress or other organisation dealing with any matter of general interest to the Board in relation to their undertaking. Provided that the aggregate amount of such contributions in any financial year shall not exceed two hundred and fifty pounds.

Power to contribute to associations &c.

21. Section 79 (Power to grant gratuities in certain cases) of the Metropolitan Water Board Act 1913 shall be read and have effect as if the expression "any of their employees" were substituted for the expression "any such employee" in subsection (1) of that section.

As to gratuities in certain cases.

22. The Board may from time to time (in addition to any moneys which they are now or may by any other Act be authorised to borrow) borrow at interest for the purposes of the section of this Act of which the marginal note is "Loan to Lee Conservancy Board" any sum or sums not exceeding sixty thousand pounds and in order to secure the repayment thereof and the payment of interest thereon they may mortgage or charge the water fund and all their revenues and they shall pay off all moneys so borrowed within such period or periods as may be determined by the Minister of Health (which period or periods shall be deemed to be the prescribed period or periods for the purposes of the enactments referred to in the section of this Act of

Power to borrow.

A.D. 1927. which the marginal note is "Application of certain financial provisions of former Acts").

Application of certain financial provisions of former Acts.

23.—(1) Section 27 (Provisions as to local inquiries) of the Act of 1902 shall apply for the purposes of this Act and the following sections of the Metropolitan Water Board Act 1906 and the schedule to that Act and section 60 (Power to vary rate of accumulation of sinking funds) of the Various Powers Act of 1921 shall extend and apply to and with respect to moneys authorised to be borrowed under the powers of this Act and the repayment thereof as if such sections and schedule had been in terms re-enacted in this Act:—

Marginal Note.	Number of Section.
Formation maintenance and application of sinking fund - - -	8
Increase reduction or discontinuance of payments to sinking fund - - -	9
Surplus of sinking fund - - -	10
Power to re-borrow - - -	11
Form of mortgage - - -	12
Register of mortgages - - -	13
Transfer of mortgages - - -	14
For protection of lenders - - -	15
Board not to regard trusts - - -	16
Application of borrowed moneys - - -	17
Power to raise money by creation and issue of additional amounts of Metropolitan water stock - - -	18
Receiver - - -	19
Return to Local Government Board as to repayment of debt - - -	20

Provided that the said section 27 of the Act of 1902 shall for the purposes of this Act have effect as if the words "not exceeding three guineas a day" were omitted from subsection (3) thereof.

(2) The repayment of the said moneys shall be effected—

- Either by equal yearly or half-yearly instalments of principal or of principal and interest;
- Or by means of a sinking fund;
- Or partly by such instalments and partly by a sinking fund.

(3) Every such instalment and payment to a sinking fund shall be paid out of the water fund and the first payment by instalments or to the sinking fund shall be made within twelve months after the date of the borrowing of the money in respect of which such payment is made. A.D. 1927.

24.—(1) The Board may lend to the Lee Conservancy Board (in this section referred to as “the conservators”) and the conservators in exercise of the powers of borrowing conferred upon them by the Lee Conservancy Act 1921 and subject to their obtaining the consent of the Minister of Transport may borrow from the Board all or any of the sums borrowed by the Board under the powers of the section of this Act of which the marginal note is “Power to borrow.” Loan to
Lee Con-
servancy
Board.

(2) (a) As security for any money lent by the Board to the conservators under the powers of this section the conservators may grant to the Board and the Board may accept and hold a mortgage or mortgages under and in accordance with the provisions of the Lee Conservancy Act 1921 for the amount of the money so lent and any such mortgage or mortgages shall bear interest at such rate per centum per annum as may be agreed between the Board and the conservators.

(b) Any mortgage granted to the Board under the powers of this section shall subject to the provisions of subsection (5) of this section be redeemable at the date of expiration of the financial year comprising the termination of the period for the repayment by the Board of any moneys borrowed for the purposes of the loan to the conservators in respect of which such mortgage was granted.

(3) (a) As soon as practicable after the expiration of the financial year in which the Board shall have lent any sum to the conservators under the provisions of this section the Board shall deliver to the conservators a statement in writing showing the amount paid or applied by the Board in respect of that financial year by way of interest on and the making of provision for repayment of any moneys borrowed by the Board for the purposes of such loan and by way of expenses in connection with the raising of such moneys and as

A.D. 1927.

soon as practicable after the expiration of each subsequent financial year (ending with the financial year comprising the termination of the period for the repayment by the Board of any moneys borrowed by them for the purpose of any loan to the conservators under the provisions of this section) the Board shall deliver to the conservators a statement in writing showing the amount so paid or applied by them as aforesaid in respect of such subsequent financial year except so far as any such amount shall have been included in any preceding statement in writing delivered by the Board.

(b) Within two months after the receipt of any such statement in writing the conservators shall pay to the Board the amount shown thereby after deducting from such amount the amount of any interest paid by the conservators to the Board in respect of the financial year to which the statement relates on any mortgage granted to the Board under the powers of this section and any sum so payable to the Board and not so paid shall be a debt due to the Board and shall be recoverable in any court of competent jurisdiction with interest thereon at the rate of five per centum per annum from the date of delivery by the Board of the statement in writing pursuant to which such amount is payable.

(4) All sums received by the Board by way of interest on any mortgage granted to them under the powers of this section and all sums paid to the Board pursuant to subsection (3) of this section shall be paid by them to and form part of the water fund and shall be applied by the Board in or towards the payment of interest on and the making of provision for repayment of any moneys borrowed by them under the powers of the section of this Act of which the marginal note is "Power to borrow" and the payment of any expenses incurred by the Board in raising such moneys.

(5) As from the expiration of the financial year comprising the termination of the period for the repayment by the Board of any moneys borrowed for the purposes of any loan to the conservators under the powers of this section any mortgage granted by the conservators to the Board pursuant to this section in respect of that loan shall cease to have any force or effect and upon payment by the conservators of the

amount payable by them to the Board in respect of that financial year the conservators shall cease to be under any liability to the Board in respect of that loan or any such mortgage. A.D. 1927.
—

(6) In this section the expression "financial year" means the period of twelve months commencing on the first day of April in any year.

25. The powers conferred upon the Board by this Act shall (except so far as is otherwise expressly provided in this Act) be in addition to and not in derogation of any other powers exerciseable by the Board under any other enactment. Powers of
Act cumu-
lative.

26. All the costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act or otherwise in relation thereto as taxed by the taxing officer of the House of Lords or of the House of Commons shall be paid by the Board. Costs of
Act.

A.D. 1927.

The SCHEDULES referred to in the
foregoing Act.

Stamp.

FIRST SCHEDULE.

£14 5s. 0d.

MEMORANDUM OF AGREEMENT made this twelfth day of April one thousand nine hundred and twenty-seven between THE URBAN DISTRICT COUNCIL OF CHESHUNT in the county of Herts (hereinafter referred to as "the Council") of the one part and THE METROPOLITAN WATER BOARD (hereinafter referred to as "the Board") of the other part.

WHEREAS the Council are supplying water within the urban district of Cheshunt :

And whereas the Board are promoting in the present session of Parliament a Bill for an Act the short title of which is the Metropolitan Water Board Act 1927 whereby they seek power (inter alia) to enter into and to carry into effect an agreement with respect to the inclusion within the Board's limits of supply of the urban district of Cheshunt and any matters incidental to or connected with such inclusion upon and subject to such terms and conditions as may be provided for in any such agreement :

And whereas as a result of negotiations which have taken place between the Council and the Board the Council have agreed to transfer to the Board the water undertaking of the Council on the terms hereinafter set out.

Now it is hereby agreed and declared as follows :—

1. In this agreement the following words and expressions shall have the meanings hereby assigned to them unless there is something in the subject or the context repugnant to such construction :—

"The Board" means the Metropolitan Water Board and their successors :

"The Council" means the urban district council of Cheshunt in the county of Herts and their successors :

"The date of transfer" means the thirty-first day of March one thousand nine hundred and twenty-eight :

"The water undertaking" means the well pumping station cottage covered reservoir water mains and other works of the Council used in connection with their water

A.D. 1927.

undertaking and all apparatus connected therewith and all engines boilers pumps fixed and movable machinery meters valves pipes plant tools fuel lubricants spare parts of machinery and meters stock of fittings and other stores and effects and all property real and personal of the Council used exclusively for the purposes of the supply and distribution of water or in connection therewith (but not including any premises of the Council at Turner's Hill Cheshunt or any part thereof nor any cash in hand or at the bank standing to the credit of the Council's water undertaking nor any book debts in connection therewith) and all easements and rights of taking water and all powers and privileges enjoyed or exerciseable by the Council in connection therewith as the same shall exist on the date of transfer and all books deeds agreements counsel's and engineer's opinions and reports plans letter books and other records of the business and proceedings relating exclusively to the Council's water undertaking whether in the possession of the Council or of their solicitors (except such books and accounts as relate exclusively to the payment and collection of water rates due to the Council).

2. As from the date of transfer the Board shall take over the water undertaking of the Council and the same shall be handed over to them by the Council without receiving any payment therefor (other than under clause 4 hereof) and also free from all debts liabilities and obligations of the Council.

3. The Council shall carry on, and manage the water undertaking until the date of transfer according to their usual course of business and shall uphold maintain and keep the works and property included in the water undertaking in their present state and condition and shall keep and deliver up the same to the Board in fair working order as a going concern.

4. The Council shall not permit or allow their stores to become unduly reduced on the date of transfer and the Board will take over at such date any new or unused stores (such as meters pipes valves hydrants ferrules stopcocks and the like and all spare parts of engines fuel lubricants and other stores in or about the Council's pumping station or other depôts) which the Board may deem to be suitable for their purposes and shall pay for the same such a sum as shall in default of agreement be ascertained by the valuation made on the date of transfer by some qualified person to be appointed by the President for the time being of the Institution of Civil Engineers all fees payable to such qualified person for making such valuation being borne by the Council and the Board in equal shares.

A.D. 1927.

5. The Council shall be entitled to all the rents and profits and charges for water accrued due in respect of the water undertaking up to the date of transfer and shall discharge all trade accounts outgoings and liabilities in connection with the water undertaking up to that day including the repayment of monies if any borrowed by the Council on the credit of the water undertaking and the interest in respect thereof and will indemnify the Board and keep them indemnified therefrom.

6. The Board will take into their employment as from the date of transfer all workmen not exceeding ten in all paid by weekly wages at present employed by the Council in connection with the water undertaking Provided that their retention in the service of the Board is dependent upon good conduct and efficiency and that the Board shall not be required to take into their employment any members of the existing salaried staff of the Council.

7. On the date of transfer or as soon as may be thereafter the Council will execute free of cost to the Board all deeds and documents and do all things reasonably required by the Board for duly transferring to and vesting in the Board the water undertaking free from all debts liabilities obligations and incumbrances affecting the same and for letting the Board into possession thereof The title of the Council to any lands or other property forming part of the water undertaking shall commence with the several conveyances or other assurances to them of such lands or property.

8.—(a) The Council will pay to the Board as compensation for any losses which may be incurred by them in taking over the Council's water undertaking and as a contribution towards such initial expenditure by the Board as may be required for the purposes of improving the same the sum of eleven thousand pounds such amount to be payable at the option of the Council either in one sum on the date of transfer or by ten equal annual instalments payable on the date of transfer and upon the thirty-first day of March in each of the nine succeeding years together with interest at the rate of five per centum per annum payable half yearly on each thirtieth day of September and thirty-first day of March on the balance outstanding at the commencement of the half year in respect of which the payment is made.

(b) In consideration of the payment of the said sum of eleven thousand pounds the Board will as soon as practicable after the passing of the said Act commence to execute such works as are reasonably required to provide a proper and sufficient supply of water in the urban district of Cheshunt.

9. The Board will repay to the Council on or as soon as may be after the date of transfer the amount of any capital

A.D. 1927.

expenditure incurred by them in connection with their water undertaking at any time subsequent to the thirty-first March one thousand nine hundred and twenty-seven with the previous approval in writing of the Board. In case in connection with such capital expenditure there shall be subsisting at the date of transfer any agreements by which a percentage of the expense incurred by the Council in connection with any extension of mains is recoverable in future years from any builder or consumer of water the benefit of such agreements shall be assigned to the Board as from the date of transfer and the Council will at their own expense take all necessary steps and give all necessary notices for perfecting such assignments.

10.—(a) From and after the date of this agreement until the date of transfer and also thereafter if necessary the Board shall have access at all reasonable times to the registers books and accounts retained by the Council in accordance with the provisions of clause 1 hereof for the purpose of obtaining particulars of the premises supplied with water by the Council and of preparing demands for water charges to be collected by the Board after the date of transfer and of preparing new rental ledgers in connection with the same and the Council will permit their officers and servants so far as may be necessary for such purpose and compatible with the execution of their duties to the Council to assist the officers and servants of the Board in the carrying out of such work and in supplying all information required by the Board.

(b) The Council shall after the date of transfer afford to the Board liberty of access to any plans or documents in the possession of the Council which relate partly to the water undertaking of the Council.

11. The Board will retain the services in a consultative capacity of Mr. J. E. Sharpe the engineer and surveyor to the Council for the period of six months commencing on the day after the date of transfer and will pay to him for such services at the termination thereof an inclusive fee of one hundred and fifty guineas.

12. The Council will at all times hereafter indemnify the Board and keep them indemnified from and against all claims and demands by the salaried officers of the Council for compensation for loss of office or pecuniary loss occasioned to them by or arising out of the transfer to the Board of the water undertaking.

13. The Board shall supply the Council free of charge with a reasonable quantity of water for the use of the fire brigade of the Council when carrying out fire drill in the ordinary course of their duties.

A.D. 1927.

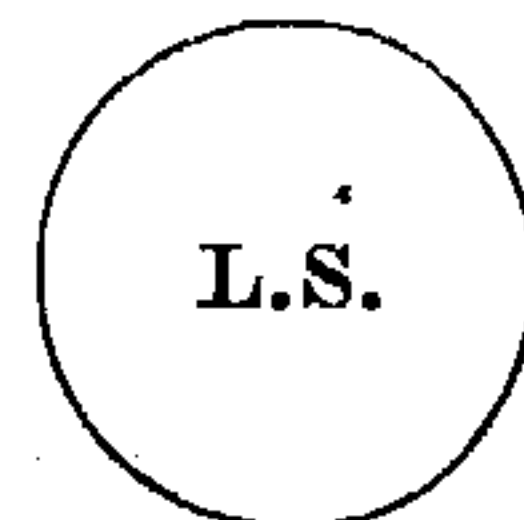
14. This agreement shall be scheduled to the Bill for the said Act and is subject to the approval of Parliament and to such alterations as Parliament may think fit to make therein but if the Committee on the Bill make any material alteration therein it shall be competent to either party by notice in writing to the other to rescind this agreement.

15. This agreement is subject to the Board obtaining in the present session of Parliament the powers which they seek in connection with the transfer to them of the Council's water undertaking and to the provisions of the Bill for the said Act and if the said powers be not obtained during the present session of Parliament this agreement and everything therein contained shall be void and of no effect. The Bill for the said Act shall provide for the transfer to the Board of all the powers rights duties and obligations of the Council with regard to the supply of water and in connection therewith.

16. The stamp duty on this agreement and the duplicate thereof shall be borne by the Council and the Board in equal shares.

In witness whereof the Council and the Board have caused their respective common seals to be hereunto affixed the day and year first above written.

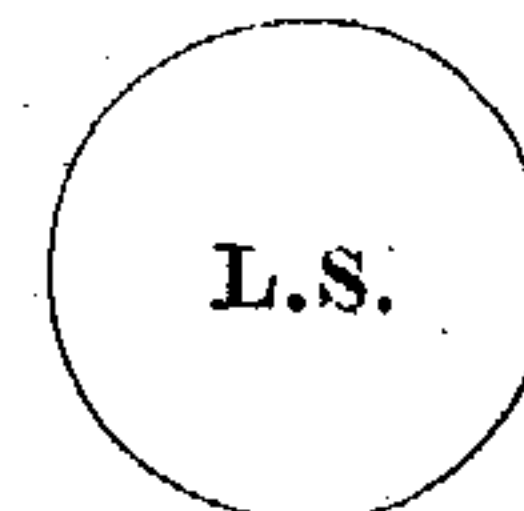
The common seal of the urban district council of Cheshunt was hereunto affixed in the presence of—



JOHN A. WANKLYN
Chairman.

GEO. A. WILLIAMSON
Clerk.

The common seal of the Metropolitan Water Board was hereunto affixed in the presence of—



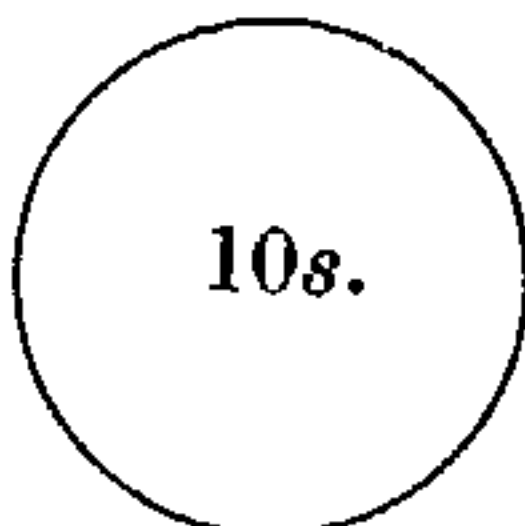
C. G. MUSGRAVE
Chairman.

G. F. STRINGER
Clerk of the Board.

SECOND SCHEDULE.

A.D. 1927.

Stamp.



10s.

AN AGREEMENT made the twenty-first day of March one thousand nine hundred and twenty-seven between THE METROPOLITAN WATER BOARD (hereinafter called "the Board") of the one part and the BARNET DISTRICT GAS AND WATER COMPANY (hereinafter called "the Company") of the other part.

WHEREAS the Company are authorised by the Barnet District Gas and Water Acts and Orders 1872 to 1926 to supply water in an area (hereinafter called "the Company's limits") which includes a considerable part of the counties of Hertford and Middlesex:

And whereas the need for a supply of water in the Company's limits is increasing and the Company are likely to require hereafter an additional supply of water to meet those needs beyond the amount which could be obtained from the Company's existing pumping stations and a pumping station at Roe Green Hatfield about to be acquired by the Company:

And whereas the Company's limits adjoin the statutory limits of the Board and the Board have offered to supply water in bulk to the Company and the Hertfordshire County Council and the Middlesex County Council have approved of the Company accepting this offer and the Company have accordingly agreed to do so on the terms and subject to the conditions in this agreement contained:

Now this agreement witnesseth that the Board and the Company do hereby agree as follows:—

1. The supply of water under this agreement shall commence at such date as may be specified in the notice to be given by the Company to the Board under clause 5 (1) of this agreement which date is hereinafter called "the date of commencement."

Date of commencement.

2. As from the date of commencement the Board shall (unless prevented by frost unusual drought or other unavoidable cause or accident) afford to the Company a supply of water in bulk at such times and in such quantities as the Company may from time to time require but not exceeding on any one day of twenty-four hours (except with the consent of the Board) the quantity of six million gallons.

Quantity of supply.

3. Notwithstanding anything in clause 2 of this agreement the Board shall not be under obligation to supply water to the Company so long as the Company are not making full utilisation (so far as reasonably practicable) of the resources available at the Company's existing pumping stations known as East Barnet

Company to utilise certain existing resources.

A.D. 1927. Roestock and Tyttenhanger and the said pumping station at Roe Green Hatfield if and when acquired by the Company.

The Company shall from time to time produce to the Board when so required such evidence as the Board may reasonably require with a view to satisfying themselves that the said pumping stations are being so utilised as aforesaid.

Points of
supply.

4. The water to be supplied by the Board under this agreement shall at the option of the Company be supplied—

- (a) at such point or points on or as near as may be to the boundary of the Company's limits as may be selected by the Company; or
- (b) by means of a main to be laid from the Board's pumping station at Fortis Green or such other station as may be agreed between the Board and the Company to connect with the Company's existing 16-inch main at Tally-Ho-Corner; or
- (c) partly at such point or points as aforesaid and partly by means of any such main as aforesaid.

The expression "the point of delivery" where used in this agreement means as respects water supplied at any such point or points as aforesaid the point or points at which the water is supplied and as respects water supplied by means of any such main as aforesaid the point at which that main crosses the boundary between the respective areas of supply of the Board and the Company.

Notices as to
supplies.

5.—(1) Before the Board shall be required to commence to supply water under this agreement the Company shall give notice in writing to the Board stating—

- (a) the date at which they wish the supply to be commenced which date shall not be less than six months after the date of service of the notice and in the case of a supply given by means of any such main as is referred to in paragraph (b) of clause 4 hereof such other and longer notice from time to time as may be requisite for the carrying out of the necessary enabling works; and
- (b) the point or points at which they wish the water to be supplied and whether they wish water to be supplied by means of any such main as aforesaid.

(2) If at any time after the giving of any such notice as aforesaid the Company shall desire to be supplied at any other point or points they shall give to the Board notice in writing of such their desire and containing the like particulars as are required to be stated in the notice first given by the Company under this clause.

A.D. 1927.
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(3) The Company shall also from time to time give to the Board such notices as are reasonably practicable of the maximum daily quantity of water which the Company anticipate that they are likely to require at each point of delivery but the Board shall not in any event be required to supply at any point of delivery selected under clause 4 (a) hereof any greater quantity of water than the Board shall from time to time find themselves in a position to supply at that point.

(4) Nothing in any such notice given by the Company is to be deemed to require the Company to take any water or any specified quantity of water on any day or days.

(5) Subject to their supplying the total daily quantity required by the Company to be supplied by means of any such main as aforesaid in accordance with this agreement the Board may deliver such quantity at such rates of supply as the Board may reasonably determine having regard to the economic working of their pumping plant and the efficient working of the Company's undertaking.

6. All water which the Company require the Board to supply under this agreement shall be delivered at the following pressure :— Pressure of supply.

(a) in the case of a supply from the Fortis Green pumping station at such pressure head as the Company may require from time to time not exceeding 543 feet above ordnance datum at that station;

(b) in the case of any other point of supply at such pressure at the point of delivery as can be given from (i) the Board's existing mains supplying water to or drawing water from the Board's reservoirs respectively connected thereto or (ii) any main of the Board which is available for the purpose of such supply and which is used for supplying the Board's standpipe at Southgate or any other standpipe which may from time to time be agreed upon between the Board and the Company if and while such main is being so used.

7.—(1) Subject as hereinafter provided the Company shall pay to the Board for all water supplied to them under this agreement at the following prices per thousand gallons (viz.) :— Price

(a) As regards any water supplied by means of any such main as is referred to in paragraph (b) of clause 4 hereof the price of one shilling per thousand gallons; and

(b) As regards any water supplied otherwise than by means of any such main as aforesaid the price of tenpence halfpenny per thousand gallons.

(2) If on the application of the Company or the Board made at any time after the sixteenth day of November one

A.D. 1927. — thousand nine hundred and thirty-one the Minister of Health or an arbitrator appointed by him is satisfied that the cost to the Board of supplying water has become substantially different from the corresponding cost prevailing on the sixteenth day of November one thousand nine hundred and twenty-six then the Minister of Health may by order revise in proportion to such difference both or either of the said prices and fix the respective prices to be thereafter paid by the Company for water supplied under this agreement in respect of (a) water supplied by means of any such main as aforesaid and (b) other water supplied under this agreement. Provided that any price fixed by any such order of the Minister under this sub-clause may on the like application and in the like event be revised in like manner by the Minister at any time after but not earlier than the expiration of any or every period of five years after the price was last revised under this sub-clause. For the purposes of this provision the cost to the Board of supplying water in any year shall be deemed to be the cost per thousand gallons ascertained by dividing the aggregate amount of the expenditure of the Board in the preceding year on revenue account by the total number of one thousand gallons of water supplied by the Board in such preceding year for all purposes subject to any modification or adjustment that may be necessary in respect of any ascertained increase or decrease in any such cost which shall have taken place since the end of such preceding year.

(3) Notwithstanding anything in this clause or any order made by the said Minister under sub-clause (2) of this clause it shall be lawful for the Board and the Company from time to time by agreement to vary the price for the time being payable by the Company for water supplied under this agreement.

Metering.

8.—(1) The Board shall provide and fix at each point of delivery and thereafter maintain and whenever necessary repair and renew an efficient Venturi or other suitable self-recording meter or meters and self-recording pressure gauges (including any necessary subsidiary apparatus and pits or other housing accommodation in connection with such meters and gauges) of such types as shall be agreed between the Company and the Board for measuring the respective quantities and pressures of water supplied at each point of delivery to the Company under this agreement and the Board shall at all times keep such meters and gauges in proper condition and working order. The said meters and gauges and all necessary subsidiary apparatus and pits or other housing accommodation shall be and remain the property of the Board but the cost of providing fixing maintaining and renewing the same (including the cost of any land required for the purposes thereof) shall be borne equally by the Company and the Board.

The Board may and (if so required by the Company) shall at any time substitute another meter of the same type as that originally provided or such other type as may be agreed upon between the Company and the Board and the terms of this agreement shall apply to any such substituted meter and the provision or substitution thereof. A.D. 1927.

(2) The said meters and gauges shall be inaccessible except by means of duplicate keys one of which shall be kept in the custody of the Board and the other in the custody of the Company so that each of the said parties may have access to the meters and gauges for the purpose of taking readings.

(3) The meters and the records thereof shall be inspected and read simultaneously by representatives of the Board and of the Company on the first day of each month which is not a Sunday or a public holiday and on such other days as the parties agree.

(4) The quantity of water supplied to the Company under this agreement in any month shall be deemed to be the quantity recorded by the meter as having been supplied during that month Provided that if on any testing of the meter it is found to be registering erroneously to a greater extent than one per cent. either fast or slow the quantity so recorded shall be corrected as may be agreed or settled by arbitration. If at any time it is found that the meter has ceased to register the quantity of water supplied since the last previous reading of the meter shall be agreed or settled by arbitration.

(5) Either the Board or the Company shall be entitled at any time to require any of the meters to be tested the cost of such testing to be borne by the parties in equal shares.

(6) If the meter is found on any testing thereof to be registering incorrectly the cost of repairing the meter and/or substituting a new meter shall be borne equally by the Board and the Company and the terms of this agreement shall apply to any such new meter.

9. As soon as practicable after the expiry of each of the months of March June September and December the Board shall prepare and send to the Company an account showing the quantity of water supplied under this agreement during the previous three calendar months and the amount payable by the Company in respect thereof and the Company shall pay to the Board the amount payable by them within twenty-eight days after receiving the account. Provided that if the Company dispute the accuracy of any such account the account shall be adjusted by agreement or submitted to an arbitrator as hereinafter provided. Notice of such dispute shall be given within seven days of the receipt of the account. Accounts.

A.D. 1927.

Loss of
water.

10. The Company shall be responsible for all water after it has passed through the meters and shall pay therefor under this agreement notwithstanding any loss by leakage waste or misuse.

Duration
agreement.

11. The foregoing provisions of this agreement shall continue in perpetuity unless determined by agreement between the Company and the Board.

Repayment
by Board of
cost of main.

12.—(a) In the event of the Company laying a main (not exceeding 20 inches in diameter) of cast iron or such other material as may be agreed between the Company and the Board from the Board's works at Fortis Green to connect with the Company's existing 16-inch main at Tally Ho Corner the Board shall reimburse the Company the cost of laying the said main if and when the total quantity of water supplied by the Board to the Company through the said main shall over a period of twelve months have averaged not less than 500,000 gallons a day :

Provided that should some other station of the Board be agreed in substitution for Fortis Green as being the station from which water is to be supplied by means of any such main as is referred to in paragraph (b) of clause 4 hereof the Board shall upon the happening of the event mentioned in this clause reimburse the Company the cost of laying a main from such alternative station :

Provided also that in no case shall the total sum payable by the Board in respect of any such main as aforesaid exceed £24,300 :

Provided further that so much of any such main as aforesaid as is situate within the Board's limits shall be the property of and maintained by the Board as from the date of laying the same and that notwithstanding such reimbursement as aforesaid so much of any such main as aforesaid as is situate within the Company's limits shall be and remain the property of the Company.

(b) The Board shall lay and maintain any mains and connections in their area of supply (other than any such main as is referred to in the foregoing paragraph (a)) necessary to enable the Company to take a supply of water at any of the points of delivery and if in any of the first five years after the laying of any such main and connections the amount payable by the Company to the Board for water supplied through such main together with any other revenue received by the Board in respect of water supplied to premises directly connected with such main is less than one-seventh of the cost of providing and laying such main and connections the Company shall pay to the

Board the sum by which the amount so payable is less than such one-seventh. A.D. 1927.

13. Any dispute between the Board and the Company under the foregoing provisions of this agreement (except as to the price to be paid for the water supplied) shall be referred for arbitration to a single arbitrator to be agreed between the parties or failing agreement to be appointed on the application of either party after notice to the other by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 or any statutory modification thereof for the time being in force shall apply to any such reference. Arbitration.

14. Nothing in this agreement shall prevent the Company from developing any pumping station belonging to them at the date of this agreement within any of their statutory powers as existing at that date or from developing the pumping station at Roe Green Hatfield to be acquired by the Company under the Barnet District Gas and Water Act 1926 and the Board shall not oppose any application by the Company to Parliament or the Minister of Health for any powers which the Company may require for the purpose of developing or increasing the supply of water obtainable by means of any such pumping station or the purpose of constructing any headings or other underground works to connect the Roestock and Tyttenhanger pumping stations of the Company or for power to raise additional capital for those purposes or any of them. Develop-
ment of
existing
pumping
stations.

15. The Board will take all necessary steps for scheduling this agreement to the Bill for the Act of Parliament for which the Board are applying in the present session of Parliament and for procuring the sanction of Parliament thereto and this agreement is subject to confirmation by Parliament and to such alterations as Parliament may think fit to make therein but if either House of Parliament makes any material alteration therein either party may by notice in writing served upon the other party withdraw from this agreement and thereupon these presents shall be void and of no effect and without prejudice to either party in any present or future actions or proceedings or in any application by the Company to Parliament or to the Ministry of Health for power to obtain water from any other source or sources. Approval of
Parliament.

16. In consideration of the Board in all respects duly performing and observing this present agreement the Company shall withdraw their opposition to the said Bill and shall not appear on their petition against the Bill except for securing the due confirmation of this agreement and the amendments to the Bill agreed between the Board and the Company. Withdrawal
of Com-
pany's oppo-
sition to
Board's Bill.

[Ch. lxxi.]

Metropolitan [17 & 18 GEO. 5.]
Water Board Act, 1927.

A.D. 1927.

In witness whereof the Board and the Company have hereunto caused their respective common seals to be affixed the day and year first above written.

The common seal of the Metropolitan Water Board was hereunto affixed in the presence of—

L.S.

C. G. MUSGRAVE
Chairman.

G. F. STRINGER
Clerk of the Board.

The common seal of the Barnet District Gas and Water Company was hereunto affixed in the presence of—

L.S.

WM. CASH
COLIN DOCWRA } Directors.

E. D. DAVEY
Secretary.

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