



CHAPTER cxliii.

An Act for enabling the Mayor, Aldermen, and Citizens of the City of Liverpool in the county of Lancaster to obtain a supply of Water from the Rivers Vyrnwy, Marchnant, and Afon Cowny in Montgomeryshire; and for other purposes.

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[6th August 1880.]

WHEREAS Her Majesty has by Her Royal Charter, dated the eleventh day of May 1880, declared that the borough of Liverpool in the county of Lancaster shall be a city, and be called and styled the city of Liverpool in the county of Lancaster, and that the mayor, aldermen, and burgesses of the borough of Liverpool shall be one body politic and corporate, by the name and style of the Mayor, Aldermen, and Citizens of the City of Liverpool (in this Act called "the Corporation"):

And whereas by the Liverpool Corporation Waterworks Act, 1847, the Corporation were empowered to execute the works in that Act mentioned for the purpose of supplying water within the limits prescribed by that Act:

10 & 11 Vict.
c. cclxi.

And whereas further powers in relation to the supply of water were granted to the Corporation by the Liverpool Corporation Waterworks (Amendment) Act, 1850, the Liverpool Corporation Waterworks (Deviations) Act, 1852, the Chorley Waterworks Transfer Act, 1856, the Liverpool Corporation Waterworks Act, 1862, the Liverpool Corporation Waterworks Act, 1866, and the Liverpool Improvement and Waterworks Act, 1871, which further Acts, together with the Act of 1847, are herein-after referred to as "the recited Waterworks Acts," and by such further Acts or some of them the limits for the supply of water prescribed by the Act of 1847 were extended:

13 & 14 Vict.
c. lxxx.
15 & 16 Vict.
c. xlvi.
19 & 20 Vict.
c. v.
25 & 26 Vict.
c. cvii.
29 & 30 Vict.
c. cxxvi.
34 & 35 Vict.
c. clxxxiv.

And whereas it is expedient for the purpose of enabling the Corporation more effectually to carry out the objects of the recited Waterworks Acts for the supply of water to the town and the district within the limits of supply prescribed by the recited Waterworks

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works Act, 1880.

A.D. 1880. Acts that they should be empowered to obtain a supply of water from the Rivers Vyrnwy, Marchnant, and Afon Cowny, in the county of Montgomery :

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

38 & 39 Vict. c. 55. And whereas estimates have been prepared by the Corporation for the purchase of lands for and for the execution of the said works, and the same amount to the sum of three million two hundred and fifty thousand pounds, and those works are permanent works within the meaning of section 234 of the Public Health Act, 1875 :

And whereas it is expedient to amend the recited Waterworks Acts as in this Act mentioned :

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

And whereas an absolute majority of the whole number of the council at a meeting held on the sixth day of October 1879, after ten clear days notice by public advertisement of such meeting and of the purpose thereof in the "Daily Courier" newspaper, a local newspaper published or circulating in the city of Liverpool, such notice being in addition to the ordinary notices required for summoning such meeting, resolved that the expense in relation to promoting the Bill for this Act should be defrayed out of the public funds or rates in the hands of the council or hereafter to accrue to them on the Liverpool water account :

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

And whereas the propriety of the promotion of the Bill for this Act was confirmed by an absolute majority of the whole number of the council at a further special meeting held in pursuance of a similar notice on the twenty-first day of January 1880, being not less than fourteen days after the deposit of the Bill in Parliament :

38 & 39 Vict. c. 55. And whereas the owners and ratepayers of the borough, by resolution in the manner provided in Schedule III. of the Public Health Act, 1875, consented to the promotion of the Bill for this Act :

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

1. This Act may be cited for all purposes as the *Liverpool Corporation Waterworks Act, 1880.* Short title.

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

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

Interpretation of terms.

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

The word "city" shall mean the city of Liverpool ;

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

The word "person" shall include a company or corporation ;

The words "city fund" and "city rate" shall respectively mean the borough fund and borough rate mentioned and referred to in the Municipal Corporation Act, 1835, and all Acts amending or extending the same ; 5 & 6 Will. 4. c. 76.

The expression "superior courts," or "court of competent jurisdiction," shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

4. Subject to the provisions of this Act, this Act shall be carried into execution by the Corporation acting by the council, and according to the Municipal Corporation Acts and the Acts for the time being affecting the Corporation as a municipal body and a

Act to be executed by the council.

A.D. 1830. — sanitary authority respectively, and with all the rights, powers, privileges, exemptions, and authorities conferred by those Acts respectively on the Corporation and on the council and committees of the council, and the officers, agents, and servants of the Corporation with respect to matters provided for by or comprised in the Municipal Corporation Acts and the Public Health Act, 1875, respectively, and (subject to the provisions of this Act) as nearly as may be in all respects as if the powers, duties, exemptions, and property vested in, imposed on, or enjoyed by the Corporation by or under this Act were vested in, imposed on, or enjoyed by them by or under the Municipal Corporation Acts and the Public Health Act, 1875, respectively.

Authentica-
tion of
notices.

5. Any summons, demand, notice, or document to be given, made, or entered into by or on the part of the Corporation under this Act shall be sufficient if signed by the town clerk, and may be in writing or print, or partially in writing and partially in print, and the provisions of section 108 of the Liverpool Improvement and Waterworks Act, 1871, shall apply to every such summons, demand, notice, or other document.

Power to
acquire lands
and ease-
ments.

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

Corporation
may acquire
easements
only in cer-
tain lands.

7. The Corporation may, in lieu of acquiring any lands for the purpose of any aqueducts, conduits, or 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, conducting, 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 Consolidation Acts, 1845, 1860, and 1869, inclusive of those with regard to arbitration and the summoning of a jury, shall apply to such easements and rights as fully as if the same were lands within the meaning of such Act: Provided always, that nothing herein contained shall authorise the Corporation to acquire by compulsion any such easement in any case in which the owner in his particulars of claim shall require the Corporation to acquire the lands in respect of which they have given notice to treat for the acquisition of an easement only, and every notice to treat for the acquisition of an easement shall be endorsed with notice of this proviso: Provided also, that as regards any lands taken or used by the Corporation for the purpose of laying aqueducts, conduits, or pipes therein, 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.

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Power to
construct
new water-
works.

8. Subject to the provisions of this Act, the Corporation may make, construct, lay down, and maintain in the situation and lines, and according to the levels shown on the deposited plans and sections relating thereto, and in and upon the lands described upon such plans, the several works shown on the said plans, together with all proper embankments, bridges, roads, approaches, ways, wells, tanks, basins, gauges, filter beds, stand-pipes, dams, sluices, waste-weirs, outlets, outfalls, discharge-pipes, adits, shafts, tunnels, aqueducts, culverts, cuts, channels, conduits, drains, mains, pipes, junctions, valves, telegraphs, telephones, and other means of electric communications, engines, constructions, apparatus, and conveniences connected with or ancillary to the said works or any of them, or necessary for inspecting, maintaining, cleansing, repairing, conducting, managing, and using the same. The works shown on the deposited plans and sections comprise the following principal works; that is to say,

1. A reservoir (to be called the Vyrnwy reservoir) to be formed by means of an embankment across the valley of the River Vyrnwy (or Llanwddyn River) in the parish of Llanwddyn:
2. An aqueduct or discharge conduit (to be called the discharge conduit) situate wholly in the said parish of Llanwddyn:
3. An aqueduct (to be called the Marchnant aqueduct) situate wholly in the said parish of Llanwddyn, commencing in the River Marchnant, and terminating in the Vyrnwy reservoir:
4. An aqueduct (to be called the Afon Cowny aqueduct) in the said parish of Llanwddyn, commencing in the Afon Cowny, and terminating in the Vyrnwy reservoir:
5. A diversion and alteration (to be called Road Diversion No. 1) of the public carriage road from Llanfyllin to Bala by way of Llanwddyn, commencing and terminating in the said parish of Llanwddyn:
6. A diversion and extension (to be called Road Diversion No. 2) of the public carriage road or highway on the south-west side of the River Vyrnwy, commencing and terminating in the said parish of Llanwddyn:

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7. A new road or diversion or alteration (to be called Road Diversion No. 3) of the existing public road from Llanwddyn to Dinas Mowddwy and Llanuwchllyn, commencing and terminating in the said parish of Llanwddyn :

All which said works numbered 1, 2, 3, 4, 5, 6, and 7 will be situate in the county of Montgomery :

8. An aqueduct consisting of conduits and lines of pipes (to be called the Vyrnwy aqueduct), commencing in the parish of Llanwddyn in the county of Montgomery in the Vyrnwy reservoir, and terminating in the parish of Prescot in the county of Lancaster, which said Vyrnwy aqueduct will be situate in the several counties of Montgomery, Denbigh, Salop, Flint, Chester, and Lancaster :
9. A relieving tank (to be called the Parc-uchaf relieving tank) situate in the parish of Llanrhaiadr-yn-Mochnant in the county of Denbigh, together with a conduit or waste watercourse from the said tank into the River Iwrch :
10. A reservoir (to be called the Oswestry reservoir) situate in the parish of Oswestry in the county of Salop, together with a conduit or waste watercourse from the said reservoir into the River Morda, and together also with a diversion of the Cyn-y-bwch road :
11. A relieving tank (to be called the Malpas relieving tank) situate in the parish of Malpas in the county of Chester, together with a conduit or waste watercourse from the said tank into Edge Brook :
12. A relieving tank (to be called the Cotebrook relieving tank) situate in the parish of Tarporley in the county of Chester, together with a conduit or waste watercourse from the said tank into the brook which flows into the mill pond of the Oulton Mill :
13. A water tower (to be called the Norton water tower) situate in the parish of Runcorn in the county of Chester, together with a conduit or waste watercourse from the said water tower into the brook which passes under the Bridgewater Canal near to and north of the Norton Station on the Birkenhead Railway :

All which said works numbered 9, 10, 11, 12, and 13 are to be situate on or near to the course of the Vyrnwy aqueduct, and are intended to be used in connexion therewith: Provided always, that the said aqueduct or some parts thereof may be constructed in three lines, to be respectively constructed when and as the Corporation shall from time to time determine.

9. 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, rates, and charges, be deemed part of the waterworks undertaking of the Corporation, as if they had been authorised by and included or referred to in the recited Waterworks Acts.

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

10. Subject to the provisions of this Act, the Corporation may, in the construction of the new waterworks and roads by this Act authorised deviate laterally from the lines or position thereof respectively as shown on the deposited plans relating thereto to any extent within the limits of deviation defined on those plans, and where the line of any work is shown upon those plans as passing along any road and no limits of lateral deviation are marked on the deposited plans, the Corporation may in making such work deviate laterally to any extent within the boundaries of such road, and the Corporation may also deviate from the levels of the new waterworks and roads by this Act authorised as delineated on the deposited sections to any extent not exceeding five feet: Provided always, that the Corporation shall not, in exercise of the powers of lateral deviation hereby conferred upon them, construct any embankment by this Act authorised of a greater maximum height than ten feet above the maximum height thereof shown on the deposited sections.

Power to deviate.

11. The provisions of the Railways Clauses Consolidation Act, 1845, with respect to the temporary occupation of lands near the railway during the construction thereof shall be incorporated with this Act, and for the purposes of this Act in the construction of the said provisions the expression "the Company" shall mean the Corporation, and the expression "the railway" shall mean the works authorised by this Act, and expressions referring to the centre of the railway shall mean in the case of the aqueducts and conduits authorised by this Act the centre lines thereof respectively, and in the case of the reservoirs and tanks authorised by this Act the topwater contours thereof as shown on the deposited plans.

Temporary use of lands. 8 & 9 Vict. c. 20.

12. The following provisions shall have effect for the protection of the property of the Right Honourable Edward James Earl of Powis (herein-after called "the said Earl"):

Protection of the property of the Earl of Powis.

(1.) The Corporation shall within one year after the passing of this Act give notice to treat for any lands belonging to the said Earl required by them for the purposes of this Act.

(2.) The said Earl, his heirs and assigns, owners for the time being of lands adjoining to or abutting upon the said reservoir

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in the parish of Llanwddyn shall (subject to the exercise of a right of fishing with rod and line, and of fowling and sporting by two members of the council and one of the principal officers of the Corporation under license of the Corporation) have and be entitled to the sole, several, and exclusive right of fishing, fowling, and sporting of and in and over so much of the said reservoir as shall be made over or upon the lands to be purchased from the said Earl, and of erecting, maintaining, and using a boat-house on the said lands, and also the right of using a boat not exceeding forty-two feet in length, and not propelled by steam, provided that the said boat shall not be let or used for hire, but used solely by the said Earl of Powis, his heirs and assigns, being such owners as aforesaid, and his and their friends and servants: Provided that in the exercise of the said rights hereby reserved or granted the water in the said reservoir shall not be wilfully fouled, that no injury shall be done to the said works by this Act authorised, and that the Corporation and their contractors, agents, officers, and servants shall not incur any liability by reason of the taking or destroying of any fish by the letting off or lowering of the water in the said reservoir, or by the construction, maintenance, or repair thereof.

Protection of
the Earl and
Countess of
Haddington.

13. The following provisions shall apply and have effect for the protection of the estate in the several townships of Eaton, Rushton, and Utkinton, in the parish of Tarporley, in the county of Chester, of which estate the Right Honourable George Earl of Haddington and Helen Catherine his wife are or one of them is or claims to be the tenant for life, and for the protection of the Earl and Countess of Haddington or other the owner or owners for the time being of the said estate or any part thereof, who are in this section meant by and included in the expression of "owner":

- (1.) The Corporation shall lay down and maintain the aqueducts, conduits, or lines of pipes described and authorised by this Act so far as the same pass through the estate of the owner as nearly as practicable in the line shown as the centre line on the deposited plans, and shall not deviate therefrom without the consent in writing of the owner:
- (2.) Notwithstanding anything in this Act contained, the Corporation shall not purchase any part of the estate of the owner, but they may purchase, take, and use, and the owner may and shall sell and grant to them accordingly, an easement or right of using the same for the purposes of this Act:
- (3.) The Corporation in constructing the said aqueducts, con-

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duits, or lines of pipes shall from time to time make provision by culverts or otherwise to the reasonable satisfaction of the owner or his agent for carrying the present and future drainage of the said estate across the same :

- (4.) The Corporation shall reconstruct all fences on the said estate which may be interfered with during the construction of any work, and shall from time to time, in addition to any other compensation payable by them under this Act in respect of the said estate, make full compensation to the owner and his tenants for all damages and loss occasioned by the Corporation, their officers or contractors, or any workmen employed by them or any of them in or about any works of construction or repair or consequent thereon :
- (5.) The Corporation shall not take or appropriate any springs, streams, or running waters on the said estate, but shall cause the same to flow as nearly as may be in the same course and at the same level as they now do :
- (6.) The Corporation shall to the reasonable satisfaction of the owner or his agent reinstate all watercourses, springs, or running waters which may be crossed or interfered with under the powers of this Act :
- (7.) It shall be lawful for the owner to form, lay out, and make along and across the said aqueducts or lines of pipes any streets or roads required by him :
- (8.) The Corporation shall make good all damage done to the lands and property of the owner by reason or in consequence of the construction, maintenance, or failure of any of the works authorised by this Act, so far as the same are under any lands belonging to the owner :
- (9.) Any difference which may from time to time arise between the owner and the Corporation with respect to any payment to be made by the Corporation to the owner shall be settled as if such difference were a question of disputed compensation, and any money payable under this section by the Corporation to the owner may be recovered in any court of competent jurisdiction.

14. The following provisions shall have effect for the protection of the Vicar of Llanwddyn (herein-after called "the said Vicar") :

Protection of
the Vicar of
Llanwddyn.

- (1.) The Corporation shall within three years after the passing of this Act give notice to treat to the said Vicar for the vicarage of Llanwddyn and all glebe or other lands belonging to the living which are shown on the deposited plans :

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(2.) Before the Corporation take down or interfere with the parish church of Llanwddyn, they shall build and convey to the Ecclesiastical Commissioners for England a new vicarage on a site and according to plans and specifications previously approved by the said Commissioners and by the patron of the benefice:

(3.) In assessing the compensation to be paid by the Corporation for the purchase of the existing vicarage, and of the site thereof and of the glebe lands to be taken as aforesaid, it shall be assumed that the new vicarage and the site thereof are provided, and shall be taken as full compensation for the existing vicarage and the site thereof equal in area to that provided as aforesaid.

Llanwddyn
National
School.

15. Before the Corporation take down or interfere with Llanwddyn National School they shall build in lieu thereof and convey to the trustees of the said national school a new school and teacher's residence, on a site and according to plans and specifications previously approved by the Education Department.

Construction
of Vyrnwy
aqueduct
below the
bed of the
River
Mersey.

16. Notwithstanding anything contained in this Act or in the deposited plans and sections, so much of the Vyrnwy aqueduct by this Act authorised as is situate below the bed of the River Mersey shall be laid at such depth under the bed of the river in the navigable channel thereof as the Board of Trade shall prescribe, and the said aqueduct and all or any temporary or permanent works connected therewith shall be executed according to a plan and at a level and upon a site within the limits of lateral deviation to be approved by the Board of Trade in writing under the hand of one of their secretaries or assistant secretaries, and subject to such restrictions and regulations as the Board of Trade may from time to time require, and the works, if any, in the said river and adjoining thereto shall be executed and performed to the satisfaction of the Board of Trade, and the traffic of the said river shall not be interfered with more than may be absolutely necessary in the construction of the said aqueduct and in the performance of the said works, and the Corporation shall within three months after notice from the Board of Trade in writing so to do remove any materials for temporary works which may have been placed in the Mersey by the Corporation, and shall also, during the whole time that such temporary or other works remain in the Mersey, exhibit and keep burning from sunset to sunrise such lights (if any) as the Board of Trade may require. If the Corporation after such notice shall fail to remove any such materials as aforesaid, or shall fail to comply with the provisions of the present section in respect of lights, they shall for each day after the expiry of the said period of three months or for each night

in which they so fail be liable to a penalty not exceeding twenty pounds. A.D. 1880.

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

Protection of
the Mersey
and Irwell
and Bridge-
water Navi-
gation Com-
panies.

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

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appointed by the President for the time being of the Institution of Civil Engineers on the application of either party :

- (4.) The Corporation shall not in any manner, in the execution or maintenance of any of their works, obstruct or interfere with the free and uninterrupted and safe use of the navigation, canals, or other works of the Mersey and Irwell Company or the Bridgewater Company or either of them, or in any way take away, prejudice, or affect any of the rights or privileges vested in the said companies or either of them :
- (5.) The Corporation shall bear and on demand pay to the Mersey and Irwell Company and the Bridgewater Company respectively the expense of the employment by those companies respectively during the execution of any work affecting the navigations, canals, and works of those companies, or either of them, of a sufficient number of inspectors and watchmen to be appointed by those companies respectively for watching the same with reference to and during the execution of any such work of the Corporation, and for preventing as far as may be all interference with and obstruction to the working of the traffic of the said navigations and canals, and any danger and accident to boats, vessels, and persons navigating or using the said navigations and canals or employed thereon respectively from any of the operations or from the acts or defaults of the Corporation or their contractors, or any person in the employ of the Corporation or of their contractors with reference thereto or otherwise :
- (6.) If by reason of the execution of any of the works or any proceedings of the Corporation, or the failure of any works or any act or omission of the Corporation or of their contractors, or of any person in the employ of the Corporation or of their contractors, or otherwise, any works of the Mersey and Irwell and Bridgewater Companies respectively shall be injured or damaged, such injury or damage shall be forthwith made good by the Corporation at their own expense, or in the event of their failing so to do, then the Mersey and Irwell or the Bridgewater Company, as the case may be, may make good the same and recover the expense thereof with full costs against the Corporation in any court of competent jurisdiction, and if any interruption shall be occasioned to the traffic of or upon any navigation, canal, or other work of the Mersey and Irwell or Bridgewater Companies respectively by reason of the matters or causes aforesaid, the Corporation shall pay to those companies all costs and expenses to which they respectively

may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption, such costs, expenses, and compensation to be recoverable from the Corporation in any court of competent jurisdiction :

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

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

18. In constructing and maintaining the works authorised by this Act where they will cross under or over the railways, lands, and works of the Cheshire Lines Committee and the Sheffield and Midland Railway Companies Committee (herein-after called "the Sheffield and Midland Committee") the Corporation shall be subject to the following conditions, viz.:

Protection of the Cheshire Lines Committee and the Sheffield and Midland Railway Companies Committee.

(1.) All works crossing or affecting the railways of the Cheshire Lines Committee or the Sheffield and Midland Committee shall be executed at the expense of the Corporation under the superintendence and to the reasonable satisfaction of the principal engineer of the Cheshire Lines Committee or of the Sheffield and Midland Committee, as the case may be, and according to plans and specifications to be previously submitted to such engineer and reasonably approved by him in writing :

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Provided that if he shall not have expressed his approval or disapproval of the said plans and specifications within one month after the same shall have been submitted to him he shall be deemed to have approved thereof:

- (2.) The works shall be constructed and maintained so that the traffic upon the railways of the Cheshire Lines Committee and the Sheffield and Midland Committee or either of them shall not be in anywise impeded or interfered with, and such maintenance shall be effected under the superintendence and to the satisfaction of the engineers of those committees respectively and in all things at the expense of the Corporation:
- (3.) If by reason of the construction or maintenance of the works or any of them, or the failure of any of the works or of the maintenance thereof, or otherwise, the railways of the Cheshire Lines Committee or of the Sheffield and Midland Committee or the works connected therewith shall be injured or the traffic thereon impeded, the Corporation shall compensate the Cheshire Lines Committee or Sheffield and Midland Committee, as the case may be, for all costs, damages, and expenses to which those committees may be put in reference thereto or in repairing such injury as aforesaid:
- (4.) The Corporation shall also indemnify the Cheshire Lines Committee and the Sheffield and Midland Committee respectively for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on their respective railways or by reason of any accident on them, which interruption or accident shall have been occasioned by the acts or defaults of the Corporation or any of their contractors, or their respective servants or workmen:
- (5.) The Corporation shall not acquire any estate or interest in the lands and property of the Cheshire Lines Committee or of the Sheffield and Midland Committee, other than an easement or right of constructing or maintaining therein the works by this Act authorised:
- (6.) The amount to be paid for the acquisition of such easement shall be settled by agreement, or, failing agreement, in the manner provided by the Lands Clauses Consolidation Act, 1845, with respect to the purchase of lands otherwise than by agreement:
- (7.) If any difference shall arise between the Corporation and the Cheshire Lines Committee or the Sheffield and Midland Committee respectively as to the true intent and meaning of

this enactment, or the mode of giving effect thereto, the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act, 1845, with reference to the settlement of disputes by arbitration.

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19. For the protection of the River Weaver Navigation in the County of Chester (which in this section is called "the navigation" and the trustees of the navigation are called "the trustees") the following provisions shall have effect (to wit):

Protection of
the River
Weaver Navigation.

(1.) The Corporation shall not, without the previous consent of the trustees signified by writing under the hand of their clerk, take, use, or enter upon or interfere with any part of the navigation or the towing-path of the same, or any land or work belonging to the trustees, except so far only as shall be necessary for the purpose of laying down and maintaining the aqueduct, conduits, or lines of pipes and works as the same are by this Act to be laid down and maintained, and with respect to any part of the navigation or towing-path shown upon the deposited plans and described in the deposited book of reference, the Corporation shall not, notwithstanding anything in this Act contained, purchase or take the same, but the Corporation may take an easement or right of passing under the same for the purposes of this Act:

(2.) The aqueduct, conduits, and lines of pipes and works connected therewith by this Act authorised, and all the temporary works in connexion therewith, shall respectively be laid down, constructed, and maintained by the Corporation under the navigation and towing-path and (unless with the consent in writing of the trustees signified as aforesaid) within the limits of deviation shown on the deposited plans, and shall be so laid down and constructed under the inspection and to the reasonable satisfaction of the engineer for the time being of the trustees (who is hereby empowered to employ an inspector of works at the reasonable cost of the Corporation), and according to plans, sections, and specifications (showing fully the mode of construction and materials to be used) which shall be submitted to the engineer of the trustees not less than two months previously to the work being commenced, and shall be approved of by such engineer and the engineer of the Corporation, or in the event of difference by an engineer to be appointed by the Board of Trade on the application of either party, and such works shall include valves or sluices to be placed on the said lines of pipes on each side of the said navi-

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gation by means of which any flow of water along such pipes can in case of accident or otherwise be effectually stopped :

- (3.) The whole of the said aqueduct or three lines of pipes under the navigation and towing-path shall be constructed at one and the same time, and the said aqueduct or triple line of pipes shall be carried under the navigation and towing-path in accordance with the said plans and specifications, and if agreed between the engineers of the trustees and of the Corporation, or if in case of difference it shall be decided by the engineer to be appointed by the Board of Trade as aforesaid to be reasonably necessary, the aqueduct, conduit, or lines of pipes, where the same passes under the said navigation, shall be enclosed in a tunnel, walled passage, or culvert, so as to be open to inspection and repair at any time, or shall be otherwise protected in such manner as shall be prescribed by the said last-mentioned engineer, and the said aqueduct, conduit, or lines of pipes, and any works so prescribed as aforesaid, shall be so laid that no portion thereof shall be at a higher level than the floor of the gate recess of the larger lock at Sutton on the said navigation, and the whole of the said works shall be completed within four months from the time of their commencement, and all temporary works placed in the navigation shall be removed by the Corporation within such period of four months, or, in default thereof, the same may be removed by the trustees at the expense of the Corporation :
- (4.) The Corporation shall, at all times during the laying or repairing of any works affecting the said navigation, leave a free, open, and uninterrupted navigable waterway of not less than forty-five feet in clear width measured on the square with good and sufficient approaches, such waterway and approaches to be of such a depth in every part thereof as in the opinion of the engineer for the time being of the trustees shall be sufficient for the purposes of the navigation, and the Corporation shall also maintain a sufficient and convenient towing-path during the construction of such works, and after the completion thereof shall reinstate the towing-path in all respects as it was at the commencement of the said works :
- (5.) The Corporation shall, during the progress of the construction of the said aqueduct and other works under the navigation and towing-path, maintain and keep on any temporary works which may be erected in the waterway of the navigation or on any part of the towing-path good and sufficient lights every night from sunset to sunrise well and effectually to warn,

protect, and guide from danger any vessels, horses, or persons navigating, passing along, or using the said navigation or towing-path : A.D. 1880.

- (6.) All wires and apparatus and other means of electric or any other kind of communication shall be placed under the navigation at a depth to be approved by the engineer to the Weaver Navigation, the upper part thereof not being lower than the floor of the gate recess of the larger lock at Sutton on the said navigation :
- (7.) Notwithstanding anything contained in this Act or in the Waterworks Clauses Acts, 1847 and 1863, the Corporation shall not, during the construction of any of their works in the county of Chester, or at any time afterwards, take or appropriate or (except for temporary purposes) interfere with any streams, brooks, or watercourses which now flow into the navigation, or over which, by virtue of Acts relating to the navigation, the trustees have power or control :
- (8.) The Corporation shall bear and on demand pay to the trustees the expense of the employment by the trustees during the construction of the said aqueduct and works under the navigation and towing-path of a sufficient number of watchmen to be appointed by the trustees for watching the same, and for preventing as far as may be all interference with and obstruction to the working of the traffic of the navigation, and any danger or accident to boats, vessels, and persons navigating or using the same from any of the operations or from the acts or defaults of the Corporation or their contractors, or any person in the employ of the Corporation or of their contractors with reference thereto or otherwise :
- (9.) The Corporation shall and they are hereby required from time to time and at all times hereafter to maintain and keep the said aqueduct and other works under the navigation and towing-path respectively in good and substantial repair and condition in every respect, to the reasonable satisfaction of the engineer for the time being of the trustees, and in case of any want of repair of the said aqueduct or works connected therewith, and notice thereof given to the Corporation by the clerk of the trustees, if the Corporation shall not in the space of seven days after the service of such notice commence such repairs, and proceed thereon with all reasonable expedition until the same shall be completed, it shall be lawful for the trustees to proceed and make good the same, and all the costs, charges, and expenses incurred by the trustees shall be paid

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on demand by the Corporation, or on failure of payment for twenty-one days after such demand the same may be recovered by the trustees with full costs of suit by action in any court of competent jurisdiction; provided that such demand shall be made in writing, and shall fully and accurately state the particulars of all such costs, charges, and expenses: Provided also, that the owners of vessels or others lawfully using the navigation shall not be liable for any accidental damage done to the tunnel, aqueduct, pipes, or other works of the Corporation during and in consequence of such use:

(10.) If and whenever by any act or omission of the Corporation, either during the construction of the works by this Act authorised or at any other time, any part of the navigation or towing-path shall be rendered impassable for any vessels navigating or using the same on any week day without the consent in writing of the engineer of the trustees, or on any Sunday without reasonable notice in writing to the said engineer, the Corporation shall pay to the trustees as or by way of ascertained damages the sum of two hundred and fifty pounds for every day during which the obstruction shall continue, and so in proportion for any less time than a day: Provided that nothing in this Act contained shall prevent the trustees, or any owners of vessels using the navigation, or any owners of cargoes contained in such vessels, from recovering from the Corporation any special damage that may be sustained by the trustees or such owners of vessels or cargoes respectively in consequence of the works to be executed by the Corporation or by the trustees for the Corporation under the provisions herein contained, or by reason of any water oozing or escaping from or into the navigation, or on account of any other act or omission of the Corporation: Provided that any sum of money paid or payable as or by way of ascertained damages shall be considered and allowed in determining the amount of special damage recoverable as aforesaid:

(11.) If for the purpose of shortening and improving the navigation the trustees shall at any future time make a new cut or canal through the lands adjoining or near unto that part of the navigation under which the said aqueduct or triple line of pipes are laid, then and in that case the Corporation shall at their own expense lay their aqueduct or triple line of pipes under such new cut or canal or under the site thereof, in accordance with the provisions contained in subsection 3 of this section, and all the other provisions of this section, so far

as the same may be applicable, shall apply to such new cut or canal : A.D. 1880.

(12.) If at any time when the water of the navigation is let off for the repairs or for other purposes any accident shall happen to the navigation or towing-path or the works of the trustees from any leakage or bursting of the aqueduct, conduits, or lines of pipes, the trustees may execute and do such repairs and other works as may be necessary to stop such leakage or bursting, and recover from the Corporation the amount of their expenditure in that behalf and full compensation for any damage which they may sustain thereby :

(13.) If the Corporation shall at any future time abandon the said aqueduct or the portion thereof which passes under the navigation and towing-path, then and in that case they shall (if required so to do by the trustees) remove the said aqueduct, conduits, or lines of pipes to the satisfaction of the trustees :

(14.) All questions and differences which may at any time arise between the Corporation and the trustees as to the construction and effect of any of the provisions of this section or the performance, observance, non-performance or non-observance thereof, or any matters connected therewith or consequent thereon, shall be determined by an arbitrator to be appointed by the Corporation and the trustees, or, if they cannot agree upon an arbitrator, by the President of the Board of Trade, upon the application in writing of both or either of the parties, and the decision of every such arbitrator shall be binding and conclusive upon both the parties in difference, and the costs of the arbitration shall be in his discretion :

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

20. In constructing and maintaining the works by this Act authorised and in exercising any of the powers by this Act conferred affecting any railways or canal belonging solely or jointly to or worked or authorised to be constructed by the London and North-western Railway Company (herein-after referred to as "the North-western Company"), or the towing-path or any of the other works thereof respectively, or any lands solely or jointly belonging to or used by that company in connexion with such railways or canal and the respective works thereof, the Corporation shall observe,

Protection of the Birkenhead Railway, and of railways, canal, and works belonging jointly or solely to London and North-western Railway Company.

A.D. 1880. perform, and be bound by the following provisions, stipulations, and conditions, namely:

- (1.) Notwithstanding anything contained in this Act to the contrary the works in this Act called the Vyrnwy aqueduct, where the same shall cross the said railways and canal and the towing-path thereof, shall be carried across the said railways, canal, and towing-path as also across any authorised widenings of any of the said railways and the said lands according to the lines and levels as shown on the deposited plans and sections, and in the construction thereof the Corporation shall not deviate from such lines and levels without first obtaining the consent under their respective common seals of the North-western Company as regards any railway, canal, towing-path, works, lands, or property of that company or in which that company is or may be solely interested, and of that company and of the Great Western Railway Company (in this section referred to as "the two companies") as regards any railway, works, lands, or property forming or which may form part of the joint undertaking of the Birkenhead Railway Company:
- (2.) The Vyrnwy aqueduct shall in the following cases be carried across under the Whitchurch and Tattenhall Railway, the Chester and Crewe Railway, the Aston, Runcorn, and Ditton Railway, the Sankey Canal, the Garston, Warrington, and Altrincham Railway, the Saint Helen's Railway and the proposed widening thereof (in case such widening shall be authorised, for effecting which widening powers are being sought under the London and North-western Railway Bill of the present session), the Liverpool and Manchester Railway, and the Huyton and Saint Helen's Railway (all belonging to the North-western Company), and the conduit or waste watercourse from the Norton water tower (work No. 13) to the brook which passes under the Bridgewater Canal near to and north of the Norton Station on the Birkenhead Railway shall be carried across and so maintained under the lands and property of the two companies and under the road leading to the said Norton Station, and in all such cases 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 fence of the railway or canal and its towing-path, as the case may be, where the same is on the level, and for a distance of

not exceeding eight feet beyond the foot of the embankment or the top of the cutting on either side of the railway or canal and its towing-path, as the case may be, where the same is on embankment or in cutting :

- (3.) All the works of the Corporation, whether temporary or permanent, crossing or affecting the said respective railways, canal, works, lands, and property of the North-western Company or of the two companies, as the case may be, and as well authorised or to be authorised as aforesaid, as also for the crossing by the Vyrnwy aqueduct over the Halton tunnel on the Birkenhead Railway, shall be executed and at all times hereafter maintained at the expense of the Corporation, and shall be executed under the superintendence and to the reasonable satisfaction of the respective principal engineers of the North-western Company and of the two companies, as the case may require, and according to plans, sections, and specifications submitted to such respective engineers before any such works are commenced :
- (4.) If the principal engineers of the Corporation and of the North-western Company and of the two companies respectively, as those companies may be affected, differ concerning the said plans, sections, and specifications, or concerning the execution of the said works, every such difference shall be referred to and determined by an engineer to be appointed by the principal engineers of the Corporation and of the North-western Company and of those two companies respectively, as they may be affected, or, in default of agreement on such appointment, then by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers, on the application of the Corporation or of the North-western Company or of those two companies respectively, as they may be affected, and the costs of and incident to any such reference and determination shall be in the discretion of such referee engineer :
- (5.) 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 and canal shall not be in anywise impeded or interfered with :
- (6.) In case the Corporation shall not at all times duly maintain and keep repaired and renewed the Vyrnwy aqueduct, the conduit or waste watercourse, part of work No. 13, walled passages or culverts, and works at such respective crossings of the said railways, canal, lands, and property, or in case of any

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accident happening to or defect appearing in or there being any leakage from or bursting of the Vyrnwy aqueduct or conduit or waste watercourse at or near such crossings, the North-western Company and the two companies, as the case may require, may effect such maintenance and repairs and renewals, and all works necessary to stop such leakage and bursting, and recover from the Corporation the amount of their respective expenditure in that behalf with full costs by all and the same means as a simple contract debt is recoverable, and if by reason of or of the failure of any works, operations, or proceedings of the Corporation or any of their contractors, or the agents, servants, or workmen of the Corporation or of their contractors, the said railways or canal or any of the works thereof respectively shall be injured the Corporation shall forthwith make good the same, or in case they shall make default in that behalf then the North-western Company and the two companies, as the case may require, may make good the same and recover as aforesaid from the Corporation the amount of their respective expenditures in that behalf with full costs, and if any interruption shall be occasioned to the traffic on the said respective railways, canal, lands, and property by reason of or of the failure of any works, operations, or proceedings of the Corporation or of any of their contractors, or the agents, servants, or workmen aforesaid, the Corporation shall pay to the North-western Company and to the two companies, as the case may be, all costs and expenses to which they respectively may be put, as also compensation for all loss and inconvenience to be sustained by them respectively by reason of any such interruption, such costs, expenses, and compensation to be recovered as aforesaid with full costs :

(7.) The Corporation shall not, without the consent in writing of the North-western Company as to any lands, property, or works belonging or leased to, or held, used, or occupied by, that company solely or which they already have power to acquire or may be authorised to acquire for such widening, nor without the consent of the two companies as to any of their present or future lands, property, or works under their respective common seals purchase, take, enter upon, or use temporarily or permanently any such lands, property, or works, or any estate, right, easement, privilege, or authority in, over, or upon the same respectively, or alter, vary, or interfere with the said railways, canal, towing-path, or any of the respective other works thereof or thereto appertaining, except that the Corporation may and shall acquire only such easements as may be necessary for carrying the

Vyrnwy aqueduct and the said conduit or waste watercourse from the Norton water tower across the said respective railways, canal, lands, property, and works of the North-western Company and of the two companies according to the provisions hereinbefore prescribed, and for repairing, maintaining, and renewing the same and the works thereof at such crossings :

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- (8.) The amounts to be paid for the acquisition of such respective easements shall be ascertained in case of difference in the manner provided by the Lands Clauses Consolidation Act, 1845, and any Act or Acts subsequently passed amending the same with respect to the purchase of lands otherwise than by agreement.

21. The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of the works by this Act authorised, so far as the same relate to or affect the railways, navigations, canals, lands, and works of the Shropshire Union Railways and Canal Company (herein-after called "the Shropshire Union Company"), shall be exercised only subject to and in accordance with the following provisions, unless with the previous consent in writing of that company under its common seal :

Protection of
the Shrop-
shire Union
Railways
and Canal
Company.

- (1.) The Corporation shall not, without in every case the previous consent of the Shropshire Union Company in writing under their common seal, take, use, enter upon, or interfere with any navigation, canal, land, or work belonging to that Company, except so far only as shall be necessary for the purpose of laying down and maintaining the lines of pipes and works by this Act authorised to be laid down and maintained :
- (2.) With respect to any land of the Shropshire Union Company, shown upon the deposited plans and described in the book of reference the Corporation shall not, notwithstanding anything in this Act contained, purchase or take the same, but the Corporation may purchase and take and the Shropshire Union Company may and shall sell and grant to them an easement or right of using the same for the purposes of this Act :
- (3.) All aqueducts, pipes, and works connected therewith which are by this Act authorised to be laid down and maintained under or across any navigation, canal, land, or work of the Shropshire Union Company, and all temporary works during the laying down and construction thereof, shall respectively be laid down, constructed, and maintained by the Corporation under the inspection and to the reasonable satisfaction of the engineer for the time being of that company and according to plans, sections, and specifications to be approved of by such engineer and the engineer of the Corporation; or, in the event of difference,

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by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party :

- (4.) The Corporation shall not in any manner in the execution of any of their works obstruct or interfere with the free and uninterrupted and safe use of the navigation, canals; or other works of the Shropshire Union Company :
- (5.) The whole of the lines of pipes forming the Vyrnwy aqueduct at each place where such lines of pipes cross or are carried under the canals of the Shropshire Union Company shall be laid at one and the same time, and shall be so laid as not to be less than eight feet below the top water level of such canals respectively, and shall also be laid and maintained at such a depth below the bed of the said canals at the points of crossing thereof respectively as not in any way to impede or interfere with the navigation thereof, or as in any way to take away, prejudice, or affect any of the rights or privileges vested in the Shropshire Union Company :
- (6.) The Corporation shall bear and on demand pay to the Shropshire Union Company the expense of the employment by that company during the execution of any work affecting the navigations, canals, and works of that company of a sufficient number of inspectors and watchmen to be appointed by that company for watching the same with reference to and during the execution of any such work of the Corporation, and for preventing as far as may be all interference with and obstruction to the working of the traffic of the said navigations and canals, and any danger or accident to boats, vessels, and persons navigating or using the said navigations and canals or employed thereon respectively from any of the operations, or from the acts or defaults of the Corporation or their contractors or any person in the employ of the Corporation or of their contractors, with reference thereto or otherwise :
- (7.) If by reason of the execution of any of the works or any proceedings of the Corporation, or the failure of any works, or any act or omission of the Corporation or of their contractors, or of any person in the employ of the Corporation or of their contractors, or otherwise, any works of the Shropshire Union Company shall be injured or damaged, such injury or damage shall be forthwith made good by the Corporation at their own expense, or, in the event of their failing to do so forthwith, then the Shropshire Union Company may make good the same and recover the expense thereof with full costs

against the Corporation in any court of competent jurisdiction, and if any interruption shall be occasioned to the traffic of or upon any navigation, canal, or other work of the Shropshire Union Company by reason of the matters or causes aforesaid, the Corporation shall in respect of each such interruption pay to that company the sum of sixty pounds per day for the first three days of such interruption, and if such interruption shall continue longer than three days then the sum of one hundred pounds per day for every subsequent day during which such interruption shall continue, together with all costs and expenses to which that Company may be put, such costs, expenses, and compensation to be recovered from the Corporation in any court of competent jurisdiction :

- (8.) The Corporation shall at all times maintain the aqueducts, pipes, and other works belonging to them under the canals, towing-paths, and other works of the Shropshire Union Company in good and substantial repair, to the reasonable satisfaction in all respects of the engineer of that company, and if and whenever the Corporation fail so to do that company may make and do in and upon as well the lands of the Corporation as their own lands all such works and things as the Shropshire Union Company may reasonably think requisite in that behalf, and the sum from time to time certified by their engineer to be the reasonable amount of such expenditure shall be repaid to them by the Corporation, and in default of full payment may be recoverable with full costs by the Shropshire Union Company from the Corporation in any court of competent jurisdiction :
- (9.) Except for the purpose of constructing the works by this Act authorised, and during the course of such construction only, it shall not be lawful for the Corporation or any person in the execution of this Act to alter the course of the canals of the Shropshire Union Company, or to contract the width of the same or the towing-paths thereof, or to obstruct the course or supply of the water in or to the said canals, or in any manner to impede the navigation thereof or the access thereto, or to injure any of the banks or other works of or belonging to the said canals :
- (10.) If any difference shall arise between the Corporation and the Shropshire Union Company as to the true intent and meaning of this enactment or the mode of giving effect thereto, the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolida-

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tion Act, 1845, with reference to the settlement of disputes by arbitration:

(11.) Nothing herein contained shall extend to prevent the Shropshire Union Company from recovering against the Corporation any special, further, or other damages that may be sustained by the Shropshire Union Company on account of any act or default of the Corporation in respect of which any sum in the nature of liquidated damages is by this Act imposed or made payable beyond the amount thereof:

(12.) Nothing in this Act contained shall empower the Corporation to take away or lessen any springs, brooks, streams, feeders, drains, waters, or watercourses taken for the use of the Shropshire Union Company, or which the Shropshire Union Company are by law empowered to take and make use of for the purposes of the said canals, or to prevent any of such waters flowing into the said canals or into any feeder or reservoir of the Shropshire Union Company, or to take away or obstruct or in any manner impede the free use of any communication already made between the water of the said canals and any steam engine, or to take away or prejudice the right of any person to make such communication, pursuant to the provisions of the Acts of Parliament relating to the Shropshire Union navigations or any of them:

(13.) Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the rights, privileges, powers, or authorities vested in the Shropshire Union Company in and by all or any of the several Acts of Parliament now in force relating to the said canals, except as is expressly enacted by this Act:

Protection of
the Great
Western
Railway
Company.

22. For the protection of the Great Western Railway Company (herein-after called "the Great Western Company") the several provisions following shall have full effect:

(1.) The Vyrnwy aqueduct shown on the deposited plan as crossing the Oswestry Branch Railway of the Great Western Company in the parish and town and liberties of Oswestry, shall, unless otherwise agreed, be carried under that railway by a culvert 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 culvert shall extend for a distance not exceeding four feet beyond the foot of the embankment on either side of the railway, and shall be constructed within the limits of deviation shown on the deposited plans, and sections at such a depth and in such a

manner as shall be reasonably approved of by the principal engineer of the Great Western Company, and so as to cause no interference with or obstruction to the maintenance or working of the said railway : A.D. 1880.

- (2.) In carrying the said aqueduct under the Shrewsbury and Chester Railway of the Great Western Company in the township of Whittington in the parish of Whittington, the same shall, unless otherwise agreed, be carried under that railway by a culvert 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 culvert shall extend for a distance not exceeding four feet beyond the foot of the embankment on either side of the railway, and shall be constructed within the limits of deviation shown on the deposited plans and sections at such a depth and in such manner as shall be approved of by the principal engineer of the Great Western Company, and so as to cause no interference with or obstruction to the maintenance or working of the said railway :
- (3.) The foregoing works respectively shall be made and maintained of such dimensions and character, in such lines, on such levels, and in such manner as not in any degree to obstruct or prejudice any part of the Great Western Company's Oswestry Branch Railway, or their Shrewsbury and Chester Railway, or the Birkenhead Railway, or any of the works or conveniences of those railways respectively, or the carrying on of the traffic of such railways or any or either of them :
- (4.) In order thereto the Corporation from time to time shall submit to the Great Western Company's principal engineer proper and sufficient descriptions, plans, sections, and specifications of such parts of each of those works respectively as are to be made within thirty-five feet of the Great Western Company's Oswestry Branch Railway, or of their Shrewsbury and Chester Railway, or of the works or lands connected therewith respectively or used in relation thereto or to either of them for the consideration and reasonable approval thereof by such engineer, and if in any case the engineer to whom the plans are submitted does not within one month after the delivery thereof to him approve the same with such modifications, if any, thereof as he reasonably requires, and sign the same in testimony of his approval thereof, and deliver the same so signed to the engineer of the Corporation on application made to him for that purpose by such engineer, or if the Corporation object to any modification thereof required by him, then they may submit the same to

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a competent and impartial civil engineer to be appointed by agreement between the Corporation and the Great Western Company, or, failing such agreement, by the President for the time being of the Institution of Civil Engineers for his consideration and reasonable approval, such approval in like manner to be testified by his signature, and the Corporation shall not commence the execution of any of the works so shown on the respective plans unless and until the same with the sections and specifications thereof are so approved, and the expense of and incident to the proceedings and to the obtaining such approval shall be at the discretion of the engineer so appointed :

- (5.) The foregoing works respectively so far as they directly or indirectly affect any part of the Great Western Company's railways, works, lands, and conveniences thereof or connected therewith shall be made and maintained by and at the expense of the Corporation (except as herein-after mentioned) in accordance with the plans, sections, and specifications so approved, and under the superintendence and to the reasonable satisfaction of the Great Western Company's principal engineer, who from time to time may at the expense of the Corporation appoint and employ such necessary inspectors and watchmen to superintend the execution of the works and to secure the safety of the Great Western Company's railways, and to prevent interruption to the traffic thereon, as he thinks proper :
- (6.) When any such works or the maintenance, repairs, or renewals thereof are commenced, they shall be executed and completed with all despatch, and so that the traffic on the said railways respectively shall not be in anywise impeded or interfered with :
- (7.) In case the Corporation shall not at all times duly maintain and keep repaired any of those works which are to be maintained within thirty-five feet of any part of the said railways, works, conveniences, and lands of the Great Western Company, the said Company may from time to time repair and maintain at the expense of the Corporation all or any of those works respectively ; and if any dispute shall arise between the Corporation and the Great Western Company with regard to the costs reasonably incurred by the Great Western Company in executing such works the same shall be settled by arbitration in manner provided by the Railway Companies Arbitration Act, 1859 ; and for the purposes of such arbitration the Corporation shall be taken and considered in every respect as if they were a railway company, and in case of any accident happening to or defect appearing in or there being any leakage from or bursting

22 & 23 Vict.
c. 59.

of the Vyrnwy aqueduct within the said thirty-five feet of any part of the said railways, works, conveniences, and lands of the Great Western Company, the Corporation shall with all despatch remedy such leakage or repair such defect, or in default the Great Western Company may at the expense of the Corporation from time to time remedy such leakage or repair such defect, and may do all works which may be necessary to prevent injury to their property, and may recover the amount of any expenditure which may be incurred by them with full costs in any court of competent jurisdiction: Provided always that if the Great Western Company are at any time or times reasonably apprehensive of danger to their railways or works from the state or condition of the said aqueduct or any of the other works of the Corporation near to or adjoining their railways or works, they may at once at the expense of the Corporation do what is necessary to prevent such danger, and may recover the amount of any expenditure which may be so incurred by them in manner aforesaid:

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- (8.) If any interruption shall be occasioned to the traffic over the said railways of the Great Western Company or either of them, or if any damage shall be caused to the works or property of the Great Western Company by reason of any of the works or proceedings or failures of the works of the Corporation the Corporation shall on demand pay to the Great Western Company all costs and expenses to which they may be put as well as full compensation for the loss sustained by them by reason of any such interruption, such costs and expenses and compensation to be recovered with costs in any court of competent jurisdiction:
- (9.) The Corporation shall not without the consent of the Great Western Company, testified by writing signed by their secretary, acquire any part of the lands or property of the Great Western Company, but if and where any of the works of the Corporation authorised by this Act or any part thereof to be executed in or upon any land of the Great Western Company the Corporation may acquire an easement or right of constructing and maintaining any such work on that land in such manner as not to prejudice any part of the Great Western Company's railways, works, and conveniences or the passage of engines, waggons, and carriages over or along the said railways respectively:
- (10.) The Great Western Company shall not be liable to the Corporation for any loss or damage which the Corporation may sustain in the event of accident to a train or to any engines,

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carriages, or waggons on the railway of the Great Western Company, in consequence of which any damage or injury is done to any aqueduct, culvert, or pipe of the Corporation, or whereby the flow of water in or through the same is impeded or stopped.

Protection of
the Widnes
Local Board.

23. The following provision shall have effect for the protection of the Widnes Local Board :

The Corporation shall execute all works under the authority of this Act which may interfere in any way with the mains, pipes, sewers, and other property of the Widnes Local Board to the reasonable satisfaction of the engineer for the time being of that board, and, subject to the express provisions of this Act, nothing in this Act contained shall prejudice, diminish, alter, or take away any of the statutory or other rights, privileges, or authorities of the said local board.

Protection of
the Corpora-
tion of St.
Helens.

24. The following provision shall have effect for the protection of the mayor, aldermen, and burgesses of the borough of Saint Helens (herein-after called the Corporation of Saint Helens) :

The Corporation shall execute all works under the authority of this Act which may interfere in any way with the mains, pipes, sewers, and other property of the Corporation of Saint Helens to the reasonable satisfaction of the engineer for the time being of the Corporation of Saint Helens, and, subject to the express provisions of this Act, nothing in this Act contained shall prejudice, diminish, alter, or take away any of the statutory or other rights, privileges, or authorities of the Corporation of Saint Helens, or any power they possess of constructing sewers or laying mains and pipes within their limits of supply for gas and water.

Corporation
to give
notice before
taking
dwellings of
labouring
classes.

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

Corporation
to procure
accommoda-
tion for per-

26. Before displacing any person or persons belonging to the labouring classes who may for the time being be the occupier or occupiers of any house or part of any house which the Corporation are by

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

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—
sons of the
labouring
classes to be
displaced.

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

Period for
compulsory
purchase of
lands.

28. The Corporation may from time to time by agreement in addition to any lands which they are by this Act authorised to take by compulsion, purchase and hold for the purposes of the waterworks by this Act authorised any land not exceeding in the whole three hundred acres. And they may also for the purpose of protecting the Vyrnwy reservoir and the water therein or intended to be collected therein from nuisance, pollution, or discolouration, acquire by agreement and hold either permanently or temporarily any other lands situate within the drainage area of the rivers Vyrnwy, Marchant, and Afon Cowny or of their tributaries above the points or levels at which the said rivers respectively will be taken or intercepted under the provisions of this Act, and in respect of any lands acquired by the Corporation under the authority of this Act the Corporation for the purpose aforesaid shall have and may exercise the rights and powers of riparian owners, and such lands shall not be deemed to be superfluous lands within the meaning of the Lands Clauses Consolidation Act, 1845, or of the recited Waterworks Acts: Provided always, that the Corporation shall not erect, or authorise or permit the erection on any such lands of any buildings other than buildings connected with or necessary for their waterworks or for the convenient use and occupation of the said lands.

Power to
purchase
additional
lands by
agreement.

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

Owners may
sell ease-
ments.

30. The Corporation if they think fit may enter into agreements with any owner, lessee, or occupier of any lands within

Agreements
with land-
owners as to
drainage.

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the drainage area of the water to be taken into the Vyrnwy reservoir who are authorised or empowered to make drains for the improvement of the same for the purpose of draining such lands or any of them, or for more effectually collecting, conveying, and preserving the purity of the waters flowing to, upon, or from such lands directly or derivatively into such reservoir in such manner and to such extent as such owner, lessee, or occupier and the Corporation may agree, and the Corporation may apply to the purposes of this section any part of the moneys raised by them under the authority of this Act.

Power to acquire mines.

31. The Corporation may acquire by compulsion or agreement any mines or minerals under any of the lands in the county of Montgomery shown on the deposited plans and acquired by them, notwithstanding the provisions of section 18 of the Waterworks Clauses Act, 1847, with respect to mines.

On completion of road diversions sites of existing roads to vest in Corporation.

32. Upon the completion of the road diversions by this Act respectively authorised the Corporation may stop up and extinguish all rights of way over the portion of any existing road in respect of which such diversion shall have been made, and the Corporation may stop up and discontinue any footpaths shown or stated on the deposited plans as to be stopped or which it may be necessary to stop up in executing the purposes of this Act, and may appropriate to and for their own use and as their own property the sites of so much of any such road or footpath so stopped up as shall be upon or adjoin on both sides any lands acquired by the Corporation for the purposes of this Act.

Maintenance of road diversions.

33. The road diversions respectively authorised to be constructed under the authority of this Act shall be maintained by and at the cost of the Corporation for one year after the completion of the same respectively, of which completion a certificate of two justices shall be conclusive evidence (which certificate two justices shall give on such completion being proved to their satisfaction), and on the expiration of the aforesaid period of one year such road diversions respectively shall become and the same shall thenceforth be part of the public roads of the county, parish, or district in which the same respectively are situate, and shall be repairable as such accordingly.

Power to take down and rebuild Llanwddyn church and provide new

34. Before the Corporation take down or interfere with Saint John's Church at Llanwddyn they shall provide a new site for and build in lieu thereof a new church, according to plans and specifications previously approved by the Ecclesiastical Commissioners for England and the patron of the benefice, and shall also provide in

lieu of the burial ground at the said church a new burial ground, having an area of one and a quarter acres or thereabouts, and to be situate on the site indicated for that purpose on the deposited plans in the township of Marchnant, in the parish of Llanwddyn, and in the county of Montgomery, and in the north-east portion of a certain field numbered 656 on the parish plan, and denominated in the award attached thereto Cefn Isaf, and lying at a distance of sixteen chains or thereabouts in a westerly direction from the Nant Llachar Farmhouse, and the Corporation shall also make and maintain in the line and according to the levels shown on the deposited plans and sections a road from the said burial ground to the road diversion (No. 1) by this Act authorised.

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burial
ground.

35. It shall be lawful for the heirs, executors, or administrators or relatives of any deceased person whose body has been interred in the said existing burial ground to cause such body without any faculty for that purpose to be removed to and interred in any consecrated burial ground in which burials may legally take place, or the heirs, executors, administrators, or relatives of any such deceased person shall be at liberty, if they so desire, to remove the body of any deceased person so interred as aforesaid to unconsecrated ground in any cemetery, and the expense of such removing and interment, not exceeding in any one case the sum of ten pounds, shall be defrayed by the Corporation; and the remains of such persons as have been interred in the said burial ground which shall not be so removed as above mentioned shall be removed by and at the expense of the Corporation, and be interred in such manner as the Bishop of the Diocese of Saint Asaph directs.

Removal of
remains in
burial
ground at
Llanwddyn.

36. Subject to the provisions of this Act, the Corporation may from time to time take, collect, divert, impound, and use all the waters of the River Vyrnwy at and above the point at which the embankment of the Vyrnwy reservoir crosses the same, and of the Rivers Marchnant and Afon Cowny at and above the points at which the same are authorised to be taken into the Vyrnwy reservoir by means of the Marchnant aqueduct and Afon Cowny aqueduct respectively, and of all the tributary streams and springs of the said rivers above the said points respectively.

Power to
take the
waters of the
Rivers
Vyrnwy,
Marchnant,
and Afon
Cowny and
their tribu-
tary streams
and springs.

37. As full compensation to the Severn Commissioners and to all other persons and bodies corporate for taking, diverting, impounding, and appropriating all the waters of the Rivers Vyrnwy, Marchnant, and Afon Cowny and their tributaries which are authorised to be taken by this Act, the Corporation shall from time to time, before impounding, taking, or using the said waters respectively, or any part thereof, for their own purposes, and for ever afterwards, cause to flow

As to com-
pensation
water.

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and be discharged from the Vyrnwy reservoir into the River Vyrnwy, within forty chains from the foot of the embankment of the Vyrnwy reservoir, not less than ten million gallons of water (herein-after called "the daily compensation water") per day of twenty-four hours in a regular, equal, constant, and continuous supply, and shall also in the eight months between the last day of February and the first day of November of every year discharge from the said reservoir into the said river, within forty chains from the foot of the said embankment as above mentioned, for flushing purposes, in a regular, equal, constant, and continuous supply the following quantities of water, (herein-after called "the monthly compensation water,") not exceeding in the whole in any year twelve hundred and eighty million gallons at and during the following times; that is to say,

- (1.) Forty million gallons per day during such period of four successive days in each of the said eight months as the Severn Commissioners shall by writing under the hand of their clerk from time to time require, but so regulated that an interval of not less than fourteen days shall occur between each such period of four days, or

Alternatively at the option of the Severn Commissioners:

- (2.) Forty million gallons per day during such two periods of two successive days in each of the said eight months as the Severn Commissioners shall by writing under the hand of their clerk from time to time require, but so regulated that an interval of not less than seven days shall occur between each such period of two days:

Provided that whilst the said quantities of daily and monthly compensation water are at all times to be discharged by the Corporation from the Vyrnwy reservoir into the River Vyrnwy, within forty chains from the foot of the said embankment as above mentioned, such several quantities of daily and of monthly compensation water shall, when and so long as there is sufficient water in the Vyrnwy reservoir, be drawn through an independent vertical stand-pipe within such reservoir having one inlet only thereto, the lip of which inlet shall be horizontal and shall be placed at a level of seven hundred and sixty-four feet above the ordnance datum shown on the deposited sections; and whilst the said reservoir is being filled in the first instance, and when (if ever) at any subsequent period there is not sufficient water in the Vyrnwy reservoir to admit of such stand-pipe being used for the purpose aforesaid, the Corporation may and shall (but in such event only) discharge the said quantities of daily and monthly compensation water from the Vyrnwy reservoir into the River Vyrnwy otherwise than by means of such stand-pipe, and such stand-pipe shall be used by the

Corporation for the purposes of this enactment only; and the outlet of such stand-pipe and the apparatus regulating the valves in connexion with the same shall be so placed and constructed as at all reasonable times to enable it to be ascertained that the stipulated quantity of compensation water is discharged by means of such stand-pipe.

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38. The Corporation before commencing to impound, take, or use for their own purposes the waters of the Rivers Vyrnwy, Marchnant, and Afon Cowny respectively or any part thereof, shall erect and construct and for ever after maintain at some convenient point or points on the River Vyrnwy, not more than forty chains from the foot of the embankment of the Vyrnwy reservoir such works and apparatus as may be necessary and suitable for measuring the quantity of compensation water discharged from that reservoir as aforesaid, in accordance with plans to be agreed on between the engineer of the Corporation and the engineer of the Severn Commissioners, and in default of agreement to be determined by arbitration as herein-after mentioned previous to the erection or construction of any such works and apparatus; and all such works and apparatus shall be open at all reasonable times to the inspection and examination of the several persons for the time being interested in the water so to be discharged or to flow through or over the same respectively and of their officers and servants duly authorised in that behalf, subject to such regulations as may be agreed upon between the Corporation and the Severn Commissioners, or as, in case of difference, may be settled by arbitration as herein-after provided.

Gauges to be provided.

The records made by the said apparatus shall be preserved in some suitable place at or near the Vyrnwy reservoir for the joint use of the Corporation and the Severn Commissioners, and shall be at all reasonable times accessible by them respectively and their respective officers and servants duly authorised.

39. In the event of any dispute arising between the Corporation and the Severn Commissioners, or between the Corporation and any other persons interested in the said compensation water, as to the sufficiency or accuracy of the said works and apparatus in the last section mentioned, or as to the level at which the said quantities of compensation water are being drawn from within the said reservoir, such disputes shall be from time to time settled and determined by any one hydraulic engineer on whom the parties agree, and in default of any such agreement then by three hydraulic engineers, one of whom shall be appointed by each party, and the other of whom shall be nominated by the persons so appointed, or,

Arbitration in case of disputes.

A.D. 1880. failing agreement, by the Board of Trade, and the award of such one engineer if agreed on, or of any two of such three engineers, shall be final and binding in regard to the matters to which they relate and effect shall be given thereto accordingly.

In case either party fails for fourteen days after request in writing by the other party to appoint an arbitrator, an arbitrator may be appointed by the Board of Trade for the party so in default at the request of the other party.

Any order or award of the arbitrator or arbitrators may be made a rule of court of the Chancery Division of the High Court of Justice, and may be enforced in any manner in which any order or judgment of that court may be enforced.

Provision for repairs of gauges, &c.

40. If at any time the said works and apparatus for measuring the compensation water or any of them should be in an unfit state of repair or condition for the purposes for which they or any of them are intended, the same shall be with all reasonable despatch and diligence put into a proper state of repair and condition by and at the expense of the Corporation. And if after notice in writing given to the Corporation by or on behalf of the Severn Commissioners requiring the Corporation to repair or renew any of the said works or apparatus the Corporation fail to repair or renew the same with due despatch, diligence, and efficiency, they shall be liable to forfeit to the Severn Commissioners the sum of fifty pounds, and also the further sum of twenty pounds, for every day during which such default continues after the first day on which such repair or renewal ought to have been completed, and any such forfeiture shall be enforced by an order or award of an arbitrator or arbitrators as herein-before provided and not otherwise.

In case any dispute arises as to the state of repair or condition of any such works or apparatus, or as to the necessity for repairing or renewing the same or any of them, or as to the sufficiency of any repair or renewal thereof, or as to whether such repair or renewal has been completed with due despatch, diligence, or efficiency after any such notice as aforesaid, having regard to all the circumstances of the case, or as to whether any such forfeiture has been incurred, such dispute shall (but without prejudice to the prompt and effectual repair or renewal thereof in manner aforesaid) be determined by arbitration in the manner herein-before provided.

In case of failure to discharge compensation water.

41. In case the Corporation omit or fail to discharge or cause to flow from the said Vyrnwy reservoir to and into the River Vyrnwy the several quantities of daily and monthly compensation water by this Act required to be so discharged, the Corporation shall make

compensation to all persons in respect of any loss sustained by them respectively by reason of such omission or failure, the same to be recoverable with costs in any court of competent jurisdiction. A.D. 1880.

42. In case of any neglect or default on the part of the Corporation by or in consequence of which the quantity of daily or monthly compensation water so flowing from the Vyrnwy reservoir shall be less than the quantity by the foregoing provisions of this Act prescribed, or such quantity is not discharged from the level, or not in the manner or not at the times prescribed by this Act, the Corporation from time to time in respect of every such default shall be liable to forfeit to the Severn Commissioners the sum of fifty pounds for the first day on which such default is made, and also a further sum of fifty pounds for every day on which such default continues after the first day, and any such forfeiture shall be enforced by an order or award of an arbitrator or arbitrators as herein-before described and not otherwise, and shall be applied by the Severn Commissioners for the maintenance of the supply of water in the River Severn and the improvement of the navigation of the said river: Penalty for neglect.

Provided as follows; that is to say,

- (1.) No greater forfeiture than the sum of fifty pounds shall be recoverable under this section in respect of any one day:
- (2.) The Severn Commissioners shall not be entitled to sue for compensation under the last preceding section, and also to recover any forfeiture or forfeitures under this section in respect of the same default:
- (3.) In case in any one period of five days the Corporation make default in discharging the quantity of daily or monthly compensation water prescribed by this Act on any of such days, but before the termination of such period they make good the total deficiency, they shall not be liable to more than one forfeiture of fifty pounds in respect of the whole of such period:
- (4.) It shall be lawful for the Board of Trade, if they think fit, upon the application and at the cost of the Corporation, to nominate and instruct an engineer to investigate the circumstances under which such neglect or default occurred, and if upon the report of such engineer the Board of Trade shall be satisfied that the neglect or default of the Corporation was not wilful, but that the delay in sending down the due amount of compensation water was unavoidable, and that the Corporation used reasonable despatch and diligence to remedy such default, the Board of Trade may, if they think fit, wholly or partially remit any such forfeiture as aforesaid. But in such last-

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mentioned event the application by the Corporation for the remission of any forfeiture and the waiver of the same by the Board of Trade shall be duly made and certified in each case within a period of three months from the date when such forfeiture was originally claimed.

Penalty recoverable by the Severn Fishery Board for neglect.

43. In case of any neglect or default on the part of the Corporation by or in consequence of which the quantity of daily or monthly compensation water so flowing from the Vyrnwy reservoir shall be less than the quantity by the foregoing provisions of this Act prescribed, or such quantity is not discharged from the level, or not in the manner or not at the times prescribed by this Act, the Corporation shall be liable to a penalty not exceeding twenty pounds a day for every day on which such default shall occur, such penalty to be recoverable summarily by the Severn Fishery Board before two justices in manner provided by the Summary Jurisdiction Acts and any Act or Acts amending the same and to be payable to the Severn Fishery Board.

Power to Severn Commissioners to use certain apparatus of the corporation.

44. The Severn Commissioners and their officers shall have the use, free of charge and equally in all respects with the Corporation, of any telegraphic wires and apparatus the Corporation may establish and for the time being maintain between Liverpool and the Vyrnwy reservoir for the purpose of transmitting messages from and to their officers.

Corporation to provide house for Severn Commissioners inspector.

45. The Corporation shall upon some suitable portion of the land to be acquired by them for the purposes of this Act and within forty chains from the embankment of the Vyrnwy reservoir provide a site of not less than an acre of land, and build thereon a house convenient and suitable for the abode of the resident inspector or water bailiff to be appointed by the Severn Commissioners, and shall lease such site, house, and premises to the Commissioners for a term of nine hundred and ninety-nine years at a peppercorn rent.

Right of Severn Fishery Board to inspect.

46. It shall be lawful for the duly authorised officers of the Severn Fishery Board at all reasonable times to inspect and examine the said works and apparatus and the records made by the said apparatus, subject to such regulations as may be agreed upon between the Corporation and the Severn Fishery Board and are not inconsistent with the regulations agreed upon or determined by arbitration between the Corporation and the Severn Commissioners with reference to the inspection of the said works, apparatus, and records by the said Commissioners, and in case the Corporation shall refuse or neglect to allow such inspection they shall be liable to a

penalty not exceeding five pounds to be recoverable and payable as aforesaid. A.D. 1880.

47. The Corporation shall pay to the Severn Commissioners, the Company of Proprietors of the Staffordshire and Worcestershire Canal Navigation, the Sharpness New Docks and Gloucester and Birmingham Navigation Company, and the Great Western Railway Company respectively, by way of indemnity against any injury that may be done to them respectively under the powers of this Act, and for which compensation is not otherwise provided by this Act, the following amounts at the times and for the purposes herein-after mentioned; that is to say,

Provision for compensation to Severn Commissioners, Staffordshire and Worcestershire Canal Company, Sharpness New Docks Company, and Great Western Railway Company.

(1.) Within six months after the passing of this Act the sum of two thousand pounds to the Severn Commissioners, to be by them from time to time applied to the improvement of the works constructed by them under the Severn Navigation Acts or any of them, and the interest upon such sum until so applied to be carried to the credit of the income of the Commissioners as if it were income arising from tolls:

(2.) Within two months after the passing of this Act the sum of five thousand pounds to the Company of Proprietors of the Staffordshire and Worcestershire Canal Navigation, in full satisfaction and discharge of all principal moneys due to them from the Severn Commissioners on mortgages made under the powers of the Severn Navigation Act, 1869, and of the interest thereon from the 30th day of June 1880, and which mortgages shall thereupon be cancelled and extinguished:

(3.) Within two months after the passing of this Act the sum of five thousand pounds to the Sharpness New Docks and Gloucester and Birmingham Navigation Company, in full satisfaction and discharge of all principal moneys due to them from the Severn Commissioners on mortgages made under the powers of the Severn Navigation Act, 1869, and of the interest thereon from the 30th day of June 1880, and which mortgages shall thereupon be cancelled and extinguished:

32 & 33 Vict. c. ciii.

(4.) Upon the payments provided for in sub-sections 2 and 3 of this enactment being made the provisions of section 46 of the Severn Navigation Act, 1869, as to the repayment of the moneys borrowed by the Severn Commissioners under that Act shall become operative and take effect as if such moneys had been repaid in the manner thereby provided:

(5.) Within six months after the passing of this Act the sum of ten thousand pounds to the Great Western Railway Company, to be by them paid to the Company of Proprietors of the

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5 & 6 Vict.
c. xxiv.
7 & 8 Vict.
c. x.

8 & 9 Vict.
c. clxxxiv.

Staffordshire and Worcestershire Canal Navigation, in repayment of ten thousand pounds principal money due to them by the Severn Commissioners on mortgages made under the Severn Navigation Acts, 1842 and 1844, or either of them, and which mortgages shall thereupon be surrendered to the Severn Commissioners, who shall grant new mortgages to the like amount bearing interest from the date of such repayment to the said railway company, as though the said sum of ten thousand pounds had been paid pursuant to the Oxford, Worcester, and Wolverhampton Railway Act, 1845, and paragraph 9 of the agreement referred to in and confirmed by section 49 of the Great Western Railway Act, 1868:

(6.) Within six months after the passing of this Act the sum of two thousand five hundred pounds to the Great Western Railway Company, as compensation for the crossing of their railways by the Vyrnwy aqueduct and for expenses and disbursements incurred by them in connexion with this Act:

The receipt of the treasurers or secretaries of the said commissioners and companies respectively shall be a full discharge of the Corporation for the said several sums, and the Corporation shall not be bound to see to or be answerable for the application thereof.

Costs of
Severn Com-
missioners,
&c. to be
paid.

48. The Corporation within one month after the passing of this Act shall pay to the solicitor of the Severn Commissioners the sum of four thousand and twenty-five pounds, and to the town clerk of the city of Worcester the sum of two thousand pounds, towards the costs, charges, and expenses incurred by the Severn Commissioners and by the corporations of Worcester, Bridgnorth, and Shrewsbury in opposing the said Bill or in connexion therewith.

Saving
rights.

49. Except only as is by this Act expressly provided, nothing herein contained shall take away, lessen, prejudice, or alter any of the rights, powers, authorities, or privileges of the Severn Commissioners vested in them by any Act or Acts whatsoever, or any of the rights, powers, authorities, or privileges of the municipal corporation or sanitary authority of any city, borough, or place on the banks of the River Severn, or of the Board of Conservators of the Severn Fisheries, and, except as aforesaid, all such powers, rights, privileges, and authorities may be exercised and enjoyed by the Severn Commissioners and the said municipal corporations and sanitary authorities and board of conservators respectively, in as full and ample a manner as if this Act had not been passed.

Power to
borrow for
purposes of
Act.

50. In addition to the other sums which the Corporation are empowered to borrow under any of the recited Waterworks Acts,

[43 & 44 VICT.] *Liverpool Corporation Water-* [Ch. cxliii.]
works Act, 1880.

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the Corporation may from time to time borrow at interest for the purposes of this Act on the credit of the rates, rents, and charges leviable and receivable by them under the recited Waterworks Acts and this Act, and of the waterworks undertaking of the Corporation, any sums not exceeding in the whole three million two hundred and fifty thousand pounds, and the sections 185 to 196, both inclusive, of the Liverpool Sanitary Act, 1846, section 35 of the Liverpool Sanitary Amendment Act, 1854, sections 15 and 16 of the Liverpool Corporation Waterworks Amendment Act, 1850, and section 26 of the Liverpool Corporation Waterworks Act, 1860, are, so far as applicable and subject to the provisions of this Act, extended to this Act with reference to the moneys to be borrowed under the present enactment, as if the same had been expressly repeated and re-enacted in this Act with reference thereto.

9 & 10 Vict.
c. xxvii.
17 & 18 Vict.
c. xv.
13 & 14 Vict.
c. lxxx.
23 & 24 Vict.
c. xii.

The city fund and city rate shall be a collateral security for the payment of the principal and interest of any moneys borrowed under this Act, and if the securities other than the city fund and city rate on which such principal moneys are borrowed are insufficient to discharge such principal moneys and interest, such principal moneys and interest shall be deemed to be and shall be charged on the city fund and city rate as collateral security, and shall be paid out of the same; provided that in case the Corporation pay or discharge any such principal moneys or interest out of the city fund, the amount of the principal moneys or interest so paid shall from time to time be repaid with interest after the rate of four per centum per annum to the city fund out of any surplus from time to time in any year remaining on the Liverpool water account, after payment of all other sums chargeable thereon in respect of such year, and no reduction in the rates, rents, or charges for water shall be made in any year under the provisions of any of the Acts herein-before mentioned until all moneys for the time being repayable from the water account to the city fund have been repaid with interest as herein provided: Provided, nevertheless, that in estimating and fixing the domestic water rent in any year, the Corporation shall not by reason of anything herein contained be bound to fix the same at any greater amount than will in their judgment be sufficient to produce a sum equal to any amount then due to the city fund, together with any other sums payable out of or chargeable on the water account:

Provided that no person, persons, or body corporate occupying any lands covered with water, and used only as a dock or as a canal or the towing-path thereof, or as a railway constructed under the powers of any Act of Parliament for public conveyance, shall be rated in respect of any such lands to any increase of or addition to

A.D. 1880. the city rate for the purposes or under the authority of this Act in any greater proportion than one-fourth part of the net annual value of such lands.

The expenses of every mortgage granted under this Act by way of renewal or reborrowing of moneys borrowed under this Act shall be defrayed out of moneys standing to the credit of the water account other than moneys borrowed under this or any other Act.

Regulations
as to exercise
of borrowing
powers.

51. The exercise of the powers of borrowing conferred by this Act shall be subject to the following regulations (namely):

The money may be borrowed for such time as the Corporation determine, in each case not exceeding as regards moneys borrowed within ten years from the passing of this Act sixty years from the expiration of such ten years, and as regards moneys borrowed after the expiration of such ten years within sixty years from the time when the same shall be borrowed, and the Corporation shall either pay off the moneys so borrowed by equal annual instalments of principal or of principal and interest, or they shall in every year set apart as a sinking fund, and accumulate in the way of compound interest by investing the same in such securities as the Corporation think fit, such sum as will with accumulations in the way of compound interest be sufficient after payment of all expenses to pay off the moneys so borrowed within the periods herein-before prescribed:

The Corporation may at any time apply the whole or any part of a sinking fund set apart under this Act in or towards the discharge of the moneys for the repayment of which the fund has been established: Provided that when any principal moneys have been paid off out of the sinking fund, the Corporation shall thenceforth from time to time pay into the sinking fund a sum equivalent to the interest which would have been produced by the sinking fund or the part of the sinking fund so applied:

Where money is borrowed for the purpose of discharging a previous loan the time for repayment of the money so borrowed shall not extend beyond the unexpired portion of the period for which the original loan was made, and shall in no case be extended beyond the period for the repayment of the original loan:

Any sums paid into any sinking fund under this section shall, unless immediately applied as herein-before provided, be invested in such securities as the Corporation think fit:

All sums re-borrowed under the powers of this Act shall, for all purposes of repayment and of sinking fund or other mode of repayment, be deemed to form part of the same loan as the moneys originally borrowed, and all the provisions of this Act shall apply accordingly.

52. All annuities, mortgages, and bonds granted or made by the Corporation under the authority of any Act passed prior to the passing of this Act shall, during the continuance thereof and so far as regards the funds, rates, and property comprised therein respectively, have priority over all annuities, mortgages, and bonds which may be granted or made under the authority of this Act.

A.D. 1880.
Existing mortgages, &c. to have priority.

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

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

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

Application of moneys.

55. All moneys from time to time borrowed under this Act or received by the Corporation from the yearly and other rents and profits of or proceeds of sale of any lands acquired by them under this Act shall from time to time be applied as follows; (that is to say,)

Application of receipts on water account.

First, in payment (but not out of money borrowed) of the interest from time to time due and owing upon all moneys borrowed under this Act, and subject thereto:

[Ch. cxliii.] *Liverpool Corporation Water-works Act, 1880.* [43 & 44 VICT.]

A.D. 1880.

Secondly, in carrying into execution the purposes of this Act with respect to waterworks, and subject thereto :

Thirdly, the eventual surplus (if any) shall be carried to the credit of the Liverpool water account and be applicable accordingly.

Powers of Act cumulative.

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

Saving rights of the Crown.

57. Nothing contained in this Act shall authorise the Corporation to take, use, or in any manner interfere with any land, soil, tenements, or hereditaments, or any rights of whatsoever nature belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of her Crown and under the management of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues or either of them without the previous consent in writing of the same Commissioners or one of them on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby respectively authorised to give), and as incidental to any such consent as aforesaid the Corporation may enter into any agreement with the Commissioners of Her Majesty's Woods, Forests, and Land Revenues or either of them, who respectively may, with the approval of the Commissioners of Her Majesty's Treasury, join in every such agreement, and the said Commissioners of Her Majesty's Woods, Forests, and Land Revenues with the like approval and the Corporation may respectively execute all necessary conveyances, leases, licenses, or other deeds of or relating to any land, hereditaments, or rights belonging to Her Majesty in right of her Crown and under the management of the same Commissioners, and every agreement so entered into as aforesaid shall be performed by the same Commissioners and the Corporation respectively. And nothing in this Act contained shall divest, take away, prejudice, diminish, or alter any estate, right, privilege, power, or authority now or from time to time vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Saving rights of the Crown in the foreshore.

58. Nothing contained in this Act shall authorise 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 right in respect thereof belonging to the Queen's most Excellent Majesty in right of her Crown and under the manage-

ment of the Board of Trade, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give), neither shall anything in this Act contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors. A.D. 1880.

59. Nothing contained in this Act shall extend or operate to authorise the Company to take, use, enter upon, or in any manner interfere with any land, soil, water, or hereditaments, or any land, parcel of any manor, or any manorial rights, or any other rights of whatsoever description, belonging to Her Majesty in right of her duchy of Lancaster without the consent in writing of the Chancellor for the time being of the said duchy first had and obtained (which consent the said Chancellor is hereby authorised to give), or take away, prejudice, or diminish any estate, right, privilege, power, or authority vested in or enjoyed or exerciseable by Her Majesty, her heirs or successors, in right of her said duchy. Saving rights of the duchy of Lancaster.

60. The costs, charges, and expenses preliminary to and of and incidental to the preparing of and applying for and the obtaining and passing of this Act, including the costs, charges, and expenses preliminary to and of and connected with the obtaining of the resolution of owners and ratepayers aforesaid, shall be paid by the Corporation out of the public funds or rates in the hands of the Corporation or hereafter to accrue to them on "The Liverpool Water Account." Expenses of Act.

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