



CHAPTER cxxxiii.

An Act for transferring the undertaking of the Harrow Waterworks Company to the Colne Valley Water Company and for other purposes. [31st July 1885.] A.D. 1885.

WHEREAS by the Harrow Waterworks Act 1854 (herein-after called "the Act of 1854") the Harrow Waterworks Company (herein-after called "the Harrow Company") were incorporated for the purpose of supplying with water the inhabitants buildings and lands within the parish of Harrow in the county of Middlesex:

And whereas by the Colne Valley Water Act 1873 (herein-after called "the Act of 1873") the Colne Valley Water Company (herein-after called "the Company") were incorporated for the purpose of making and maintaining the waterworks thereby authorised and for other the purposes of the said Act and by the 4th section of the said Act it was enacted that the limits of the said Act for the supply of water should be the parishes and places of Bushey Aldenham and Elstree in the county of Hertford and Stanmore Edgware Pinner Harrow-on-the-Hill Kingsbury and part of the parish of Hendon in the county of Middlesex and it was by the same section provided that the Company should not supply water at any place or places situate within certain parts of the parish of Harrow-on-the-Hill therein described without the written consent of the Harrow Company under their common seal:

And whereas by the Alperton and Sudbury Water Order 1884 confirmed by the Water Orders Confirmation (No. 2) Act 1884 certain works were authorised for the supply of water within parts of the hamlets of Alperton Sudbury and Wembley in the parish of Harrow and also in the parishes of Twyford Perivale Greenford and Northolt in the county of Middlesex:

And whereas an agreement has been made between the Company and the Harrow Company (subject to the approval of Parliament) providing that the Harrow Company shall sell and the Company shall purchase the undertaking of the Harrow Company and a copy of the said agreement (in this Act called "the scheduled

A.D. 1885.
—

agreement”) is set forth in the First Schedule to this Act And it is expedient that effect should be given to the said agreement as in this Act provided and that provision should be made for the distribution of the assets and the winding up of the affairs of the Harrow Company and for the dissolution of that Company :

And whereas an agreement has been made between the Company and the Harrow Local Board a copy of which is set forth in the Fourth Schedule to this Act and it is expedient that the said agreement should be confirmed :

And whereas there were acquired by or on behalf of the Company for the purpose of constructing their reservoir and other works authorised by the Act of 1873 certain lands at Bushey Heath in the parish of Bushey and county of Herts shown on the deposited plans on part of which such reservoir and other works have been constructed and other part of which is or may be required for purposes connected with the undertaking of the Company and it is expedient that provision should be made for authorising the Company to hold and deal with the said lands :

And whereas it is expedient that the Company's limits of supply should be extended and that in order to enable the Company the more efficiently to supply their district as extended under this Act powers should be conferred upon them for the execution of works the purchase of lands and otherwise as in this Act set forth :

And whereas the share capital of the Company consists of one hundred and seven thousand nine hundred and eighty pounds divided into ten thousand seven hundred and ninety-eight shares of ten pounds each which are all fully paid up :

And whereas the Company are authorised by the Act of 1873 to borrow on mortgage twenty-five thousand pounds and the Company have borrowed and still owe that sum and have not issued any debenture stock :

And whereas plans and sections showing the lines and levels of the works authorised by this Act and also plans describing the situation of the lands which the Company are empowered to acquire and hold and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands delineated on the said plans have been duly deposited with the respective clerks of the peace for the counties of Herts and Middlesex and are herein-after referred to as the deposited plans sections and book of reference :

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with

the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say): A.D. 1885.

1. This Act may be cited for all purposes as the Colne Valley Water Act 1885. Short title.

2. This Act and the Act of 1873 as altered and amended by this Act shall be read and construed as one Act which shall be the special Act for the purposes of the Waterworks Clauses Acts 1847 and 1863 and the Act of 1873 and this Act may be cited together as the Colne Valley Water Acts 1873 and 1885. Act of 1873 and this Act may be cited together.

3. The following enactments so far as they are applicable to the purposes of and are not varied by or inconsistent with this Act are hereby incorporated with and form part of this Act viz.: Incorporation of general Acts.

The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883;

The Waterworks Clauses Acts 1847 and 1863.

4. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say);— Extending certain provisions of the Companies Clauses Acts.

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of the creditors of the Company against the shareholders;

The consolidation of shares into stock;

The general meetings of the Company and the exercise of the right of voting by the shareholders;

The making of dividends;

The borrowing of money by the Company on mortgage or bond;

The conversion of the borrowed money into capital;

The giving of notices; and

The provision to be made for affording access to the special Act by all parties interested;

and Part I. (relating to cancellation and surrender of shares)

Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as

amended by the Companies Clauses Act 1869 shall (subject to the provisions of this Act) extend and apply to the Company and

the additional capital by this Act authorised to be raised.

5. In and for the purposes of this Act—

The expression “the undertaking of the Harrow Company” means and includes all the business undertaking real and personal Interpretation of terms.

A.D. 1885.

property rights easements credits assets and effects of the Harrow Company (other than rates or payments for water accruing due to the Harrow Company up to the date fixed by the scheduled agreement for completion of the purchase and other than pipes collars and other materials for the works of the Harrow Company in course of execution which may at that date be in store and not used and have been paid for by the Harrow Company out of their income).

Terms to which meanings are assigned in Acts incorporated wholly or in part with this Act or which have therein special meanings have the same respective meanings unless the same be varied by this Act or unless there be something in the subject or context repugnant to such construction and the expressions "superior courts" or "court of competent jurisdiction" or any other like expression shall have effect as if the debt or demand with respect to which it is used were a simple contract debt and not a debt or demand created by statute.

Confirming
agreement
for sale and
purchase.

6. The scheduled agreement is hereby confirmed and made binding on the Harrow Company and the Company in the terms in which it is set forth in the First Schedule to this Act and full effect may and shall be given to such agreement so far as it relates to matters to be done after or subject to the passing of this Act and the Harrow Company shall sell to the Company and the Company shall purchase the undertaking of the Harrow Company for the consideration and on the terms and conditions which are in the said agreement set forth with and subject to the modifications herein-after contained and to such other modifications not inconsistent with the provisions of this Act as may be agreed upon between the Company and the Harrow Company.

Transfer of
undertaking
by deed.

7. On and as from the date fixed by the scheduled agreement for the completion of the purchase or so soon after that day as the purchase or consideration money and the interest (if any) due thereon therein mentioned shall have been paid to the Harrow Company the undertaking of the Harrow Company shall subject (except as between the two companies) to all obligations debts contracts and liabilities affecting the same be transferred to and vest in the Company and the date of such transfer and vesting is in this Act referred to as the "date of transfer":

Provided always that within three months from the date of transfer the Company shall produce to the Commissioners of Inland Revenue a deed of conveyance duly stamped in which the purchase money or consideration for the sale to the Company shall be truly stated (and which deed may be in the form set forth in the Second Schedule to this Act or to the like effect) and in default of such production the

ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of transfer to the date of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same: And the execution and delivery of such deed shall be conclusive evidence of the transfer of the undertaking of the Harrow Company to the Company. A.D. 1835.

8. The receipt in writing of three of the directors of the Harrow Company for the purchase money or any part thereof or any other sum to be paid to them by the Company under the provisions of this Act shall effectually discharge the Company from the sum which in such receipt shall be acknowledged to have been received and from being answerable or accountable for the loss misappropriation or non-application thereof. Receipt of three directors for purchase money to be sufficient discharge.

9. The directors of the Harrow Company shall hold the purchase money for the undertaking when paid and all other money for the time being belonging to the Harrow Company on trust to pay and discharge thereout all the debts and liabilities of the Harrow Company and such compensation (if any) as they may think fit to any officers and servants of that company and to distribute the residue among the preference and ordinary shareholders of that company their executors administrators or assigns rateably and in proportion to their respective shares and interests in the undertaking upon the footing that the shares in the Harrow Company are of the following respective values that is to say—each preference share twenty-two pounds ten shillings each of the twenty-nine original or ordinary shares Nos. 755 to 783 both inclusive twenty-four pounds and each of the seven hundred and fifty-four remaining original or ordinary shares twenty-eight pounds and the directors of the Harrow Company may exercise all powers necessary for paying and discharging those debts and liabilities and such compensation (if any) and distributing the assets and winding up the affairs of the Harrow Company. Application of purchase money.

10. The debts and liabilities of the Harrow Company shall be discharged their assets distributed and their affairs wound up as soon as conveniently may be after the date of transfer and when the affairs of the Harrow Company have been completely wound up the Harrow Company shall be dissolved and as from such dissolution the Act of 1854 shall be deemed to be repealed. Dissolution of the Harrow Company.

11. The persons who appear in the books of the Harrow Company to be proprietors of shares in the capital of that company shall unless the contrary is proved to the satisfaction of the directors thereof be considered to be shareholders thereof for the purposes of the distribution of the Harrow Company's assets. Harrow Company's books evidence as to shareholders.

A.D. 1885.

Receipts of
executors of
shareholders
to be dis-
charges.

12. The receipt of the executors or administrators of a shareholder in the Harrow Company shall be an effectual discharge to that company and to the directors thereof for so much money as is therein expressed to be received and shall exonerate them from any obligation affecting the shares in respect of which such money is paid.

Payment into
court by
directors.

13. Where the directors of the Harrow Company are for twelve months after the date of transfer unable after diligent inquiry to ascertain the person to whom any part of the purchase money of the undertaking is payable or where any part thereof is payable to a person by or on behalf of whom an effectual receipt cannot be given the directors may pay the same into the Chancery Division of the High Court of Justice under any Act for the time being in force for the relief of trustees.

Repeal of
parts of
Harrow Act
of 1854.

14. As from the date of transfer sections 30 to 38 both inclusive and section 41 of the Act of 1854 shall cease to be of any force or effect except so far as may relate to the determining the amount of and the recovery of rates rents and sums of money due to that Company.

Payment of
Harrow
Company's
debts &c.

15. If notwithstanding the provisions herein-before contained any debts or liabilities of the Harrow Company shall be outstanding and unpaid or unsatisfied at the time of the winding up or dissolution thereof the Company as between themselves and the persons to whom such debts or liabilities shall respectively be due shall subject to the provisions of the scheduled agreement be liable to such persons respectively for the payment or satisfaction of such debts or liabilities in like manner and to the like extent as the Harrow Company would have been liable for the payment or satisfaction of the same if the Harrow Company had continued to exist.

Powers to
continue
works &c.
of Harrow
Company.

16. From and after the date of transfer the Company may hold all lands and property and may use maintain renew and repair all the reservoirs mains pipes waterworks and other works comprised in the undertaking of the Harrow Company and may subject to the provisions of this Act use employ and deal with the same in the same manner and to the like extent as the Harrow Company might have done before the date of transfer: Provided that so much (if any) of the said lands and property of the Harrow Company as the Company shall at any time consider not to be required for purposes of or connected with their undertaking may be sold and disposed of by the Company if they think fit at any time after the date of transfer.

Powers of
Colne Valley
Water Act

17. The proviso contained in the 4th section of the Act of 1873 whereby it is provided that the Company shall not supply water

within certain parts of the parish of Harrow without the written consent of the Harrow Company as aforesaid shall from and after the date of transfer be repealed and subject to the provisions contained in the Third Schedule hereto the provisions of the Act of 1873 shall from and after the date of transfer take effect within the parts of the parish of Harrow in the same schedule specified: Provided always that nothing in this Act contained shall authorise the Company to supply water within the parts of the parish of Harrow specified in the Third Schedule or relieve the Harrow Company of any obligation with reference to the supply of water within such district before the date of transfer: Provided also that nothing in this Act contained shall authorise the Company to supply water within the part of the parish of Harrow included in the limits of supply defined in the Alperton and Sudbury Water Order 1884 without the consent in writing of the undertakers named in the said order their executors administrators or assigns.

A.D. 1885.

1873 ex-
tended sub-
ject to certain
provisions
throughout
Harrow.

18. All agreements and contracts for the supply of water by the Harrow Company in force at the date of transfer shall as regards the fulfilment and observance thereof from and after the date of transfer cease to be binding on the Harrow Company and shall thereafter be as binding and of as full force and effect against the Company and may be enforced as fully and effectually as if instead of the Harrow Company the Company had been a party thereto and such agreements and contracts so far as regards the fulfilment and observance thereof from and after the date of transfer shall not be deemed to be liabilities or contracts of or affecting the Harrow Company under Article 12 of the scheduled agreement.

As to existing
agreements
of the
Harrow
Company
for supply
of water.

19. From and after the date of transfer the Company shall be entitled to take for the supply of water (including the supply of water under any such contracts or agreements as aforesaid) within the parts of the parish of Harrow specified in the Third Schedule to this Act any rates and charges not exceeding those specified in the said schedule for the supply of water for domestic purposes and such remuneration as is mentioned in the same schedule for the supply of water for other than domestic purposes and notwithstanding anything contained in the Act of 1854 or the Act of 1873 all the provisions contained in the same schedule shall have effect within the said parts of the said parish of Harrow in as full and complete a manner as if the same were enacted in this Act.

Special rates
charged in
part of
parish of
Harrow.

20. The agreement a copy of which is contained in the Fourth Schedule to this Act is hereby confirmed and made binding on the Company and the Harrow Local Board in the terms in which it is set forth in the said Fourth Schedule.

Confirming
agreement
in Fourth
Schedule.

A.D. 1885.

Extending
limits of
supply.

21. From and after the passing of this Act the limits of the Company for the supply of water shall extend to and include the districts following (that is to say):—

The parish of Ruislip in the county of Middlesex and the part of the parish of Watford in the county of Hertford which is bounded on the north by the River Colne and on the east by the parish of Bushey the detached portion of the parish of Ridge in the county of Hertford which lies west of the parish of Shenley in the county of Hertford and the said parish of Shenley except the portion thereof which lies south of an imaginary line following the course of but distant northwards eleven chains from the centre of Rowley Lane from the point where the said lane meets the boundary line between the parishes of Shenley and Elstree to the point where the said lane meets the boundary line between the parishes of Shenley and Ridge :

Provided that if the district of any local authority so far as included within the limits of the Company by this section be not adequately supplied with water by the Company within five years after the period fixed by this Act for the completion of works the restriction on the construction of waterworks by a local authority contained in section 52 of the Public Health Act 1875 shall not apply to or be binding on such local authority in respect of the Company in the case of such local authority desiring to construct waterworks within such part of their district.

Saving
certain
powers of
Watford
Local Board.

22. Nothing in this Act shall be deemed or construed to prevent the Watford Local Board from using their own water in any part of their district which lies within the Company's limits of supply for the purpose of watering the streets and flushing the sewers and drains of the said board and any other like public sanitary purpose or from constructing the necessary mains pipes and hydrants for such purposes or to prevent the said board from continuing to supply any premises in the parishes of Watford and Bushey within the district of the said board which have heretofore been supplied by them.

As to supply
in bulk.

23. The Company shall not supply water in bulk beyond their limits of supply as extended by this Act for domestic or any other purposes or within such limits for other than domestic purposes so as in any way to interfere with or unduly diminish the supply of water for domestic purposes in the parts of the parish of Harrow mentioned in the Third Schedule to this Act.

Power to
construct
works.

24. Subject to the provisions of this Act the Company in the line and situation shown on the deposited plans and according to the

levels shown on the deposited sections may make and maintain the aqueduct conduit or line of pipes herein-after described viz. :— A.D. 1885.

An aqueduct conduit or line of pipes in the parish of Harrow-on-the-Hill in the county of Middlesex commencing on the north-eastern side of the London and North-western Railway in the road from Harrow to Harrow Weald at the junction of Canning Road and Headstone Drive therewith and terminating in the said road three chains or thereabouts south of the point where it is crossed by the Metropolitan Railway :

Provided always that notwithstanding anything in this Act or on the deposited plans and sections the Company (unless with the consent in writing of the London and North-western Railway Company) shall not construct any portion of the said aqueduct conduit or line of pipes under the railway or lands of that Company but may carry such aqueduct conduit or line of pipes over the said railway and lands in manner herein-after provided.

25. In the construction of the works authorised by this Act the Company may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plans and where on any road no such limits are shown the boundaries of such road shall be deemed to be such limits and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding three feet upwards and five feet downwards and to such further extent as may be necessary to enable them to construct the aqueduct conduit or line of pipes by this Act authorised in manner directed by this Act over the London and North-western Railway.

Limits of deviation.

26. For the protection of the London and North-western Railway Company (herein-after referred to as the North-western Company) the following provisions shall have effect :

For the protection of the London and North-western Railway Company.

- (1) The aqueduct conduit or line of pipes authorised by this Act shall unless otherwise agreed between the Company and the North-western Company be carried over and across the railway and lands of the North-western Company by being constructed either along and through the bridge over the said railway close to the Harrow Station and the immediate approaches thereto or along and outside the said bridge as may be agreed upon between the North-western Company and the Company. In carrying the said aqueduct conduit or line of pipes across along and through the said bridge and approaches or along and outside such bridge and in laying down any other mains or pipes or in executing any other works under or in exercise of the powers conferred by this Act across or in any way affecting the railway of the North-western Company or any of the bridges

A.D. 1885.
—

approaches or other works thereof or any lands or property belonging to or used or occupied by the North-western Company as also in the maintaining repairing and renewing such mains pipes or other works the Company shall (except in case of emergency) proceed under the superintendence and to the reasonable satisfaction of the principal engineer of the North-western Company and according to plans to be submitted to and approved by him or (in the event of his not approving the same) by an engineer appointed as herein-after provided before any such works are commenced and all such works shall be executed by and in all things at the expense of the Company and so as to interfere as little as possible with any such railway bridges approaches works lands or property and not to interrupt the passage or conduct of the traffic over any such railway or at any station thereof ;

- (2) The said aqueduct conduit or line of pipes shall be carried along and through the said bridge and approaches or along and outside such bridge as the case may be by mains or pipes which for the entire length of such bridge and approaches and for fifteen feet on each side thereof shall be of such materials dimensions quality and thickness as such engineer shall in writing reasonably require ;
- (3) The said aqueduct conduit or line of pipes and all other works which may be executed by the Company across or in any way affecting the said railway bridges approaches works lands or property shall be maintained and when necessary renewed or repaired from time to time by the Company who shall also whenever the roads over any such bridges and approaches are disturbed or interfered with by or owing to any operations of the Company make good and repair the same and in case they shall fail to execute such maintenance repairs and renewals the North-western Company may do all such works and things as the North-western Company may reasonably think requisite in that behalf and the sum certified by such engineer to be the reasonable amount of such their expenditure shall be repaid to the North-western Company by the Company and in case of non-payment may be recovered from them with costs in any court of competent jurisdiction ;
- (4) If by reason of any works or proceedings of the Company or of their contractors or of their workmen or the failure leakage or bursting of any works or pipes of the Company the said railways or any of the works thereof shall be injured or damaged such injury or damage shall be forthwith made good by the Company at the expense of the Company and to the

reasonable satisfaction of such engineer and in the event of their failing so to do the North-western Company may make good the same and recover in manner aforesaid the reasonable expense thereof from the Company and full costs and if any interruption shall be caused to the traffic of the said railways by reason of any works of the Company or of any such failure leakage or bursting as aforesaid the Company shall pay to the North-western Company all losses costs and expenses to which they may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption the amounts thereof respectively to be recoverable by the North-western Company from the Company in manner aforesaid with full costs ;

- (5) All works of the Company under this Act in any way affecting any railway works land or property of the North-western Company shall after commencement be proceeded with and completed with all reasonable despatch and on the failure of the Company to proceed with and complete any of such works with reasonable despatch the North-western Company may if they think fit at the cost of the Company after giving reasonable notice in writing to the Company of their intention so to do proceed with and complete the same and recover from the Company in manner aforesaid their expenditure in that behalf and incidental thereto according to the amount thereof certified in writing by such engineer ;
- (6) Any difference which may from time to time arise between the Company and the North-western Company with reference to anything provided for by this section shall be determined by an engineer to be agreed upon between the Company and the North-western Company or to be appointed by the Board of Trade on the application of either of them in accordance with the provisions so far as applicable of the Railway Companies Arbitration Act 1859 as if the Company were a railway company.

27. (1) Notwithstanding anything contained in this Act the Company shall not without the previous consent in writing of the Company of Proprietors of the Grand Junction Canal (herein-after called "the canal company") lay or maintain any mains pipes or other works across over or along the Grand Junction Canal or the towing paths thereof or other property of the canal company otherwise than by means of public bridges across the same and in such manner that the mains pipes or works shall be laid inside the parapets of such bridges and that no injury or interference with the permanent structure brickwork or timbers of any such bridges and

For protec-
tion of Grand
Junction
Canal.

A.D. 1885.

no interruption of the traffic on the canal or towing path shall be occasioned thereby ;

(2) Nothing in this Act shall limit or affect any power of the canal company to remove alter or renew any bridge across over or along which any such mains pipes or works may be laid ;

(3) Before commencing to remove alter renew or repair any such bridge across over or along which any such mains pipes or works may be laid the canal company shall give at least three months previous notice in writing to the Company of their intention so to do and may thereafter remove alter or renew such bridge to the same extent as they might have done if this Act had not been passed and such mains pipes and works had not been so laid without making compensation to the Company for any expense or loss occasioned to them thereby ;

(4) In the event of any such alteration or renewal the Company shall at their own expense alter the position of their mains pipes or works and relay the same upon the altered or renewed bridge in the same manner and subject to the same restrictions as in the case of the original bridge : Provided always that all works of the Company in relation to the laying down maintaining altering or relaying of any mains pipes or other works across over or along any such bridge as aforesaid shall be executed under the superintendence and to the reasonable satisfaction of the engineer of the canal company and according to plans approved by him or (in the event of his failing to approve such plans within fourteen days after the same have been delivered to him) by an engineer to be appointed by the Board of Trade on the application of the Company.

For protec-
tion of county
bridges in the
counties of
Middlesex
and Hertford.

28. For the protection of bridges within the counties of Middlesex and Hertford or either of them or the approaches thereto or the roads over the same which the inhabitants of either of those counties are bound to maintain to contribute to maintain or to repair the following provisions shall have effect :

(1) All works affecting any such bridges approaches or roads shall (except in case of emergency) be executed according to plans drawings and specifications previously submitted to and approved by the surveyor of the county or counties in which such bridge shall be situate or in the event of his not approving the same for fourteen days after such plans drawings and specifications shall have been delivered to him then according to plans drawings and specifications approved by an engineer to be appointed by the Board of Trade on the application of the Company ;

(2) The Company shall execute all their works affecting any such bridges approaches or roads under the superintendence and to

the reasonable satisfaction of the surveyor of the county or counties in which the same are situate and shall subsequently maintain the same works in good substantial and water-tight condition to the reasonable satisfaction of the said surveyor and the Company shall from time to time within fourteen days after demand pay to the justices of the peace for the county or counties in which the bridges are situate all costs and expenses which may be reasonably incurred by them in or about such approval and superintendence. In the event of any leakage from or bursting of any pipes crossing any such bridge the Company shall with all practicable despatch repair and make good the same and all damage to any such bridge approaches and roads resulting therefrom and in default the justices of the peace for the county may after giving reasonable notice in writing to the Company proceed to repair such pipes and make good all damage occasioned thereby and recover from the Company the amount of the proper expenditure in that behalf certified by the said surveyor with costs in any court of competent jurisdiction;

- (3) The Company in the execution of the said works shall cause as little injury as possible to the said bridges approaches and roads and shall interfere with the traffic over the said bridges as little as possible and shall at their own expense in a proper and workmanlike manner under the superintendence and to the reasonable satisfaction of the said surveyor make good all damage injury and disturbance whatsoever which shall be occasioned to any such bridge approaches or roads by reason or in consequence of the execution of any works by the Company and if the Company shall neglect or refuse to make good such damage injury and disturbance the said justices may make good the same and may recover all costs charges and expenses thereof from the Company in any court of competent jurisdiction;
- (4) If for the purpose of re-building renewing altering or repairing any such bridge or the approaches thereto it becomes necessary to remove any pipe of the Company laid over the same the Company shall at their expense and at the request in writing of the clerk of the peace on behalf of the justices of the county cause such pipe to be removed or diverted in such manner as such justices shall reasonably require provided that any such pipe or a substitute for the same may be replaced by the Company if they think fit over or along such bridge as re-built altered or repaired during or after such re-building alteration or repair;

A.D. 1885

(5) Nothing in this Act shall be held to create or imply any obligation upon the said justices to maintain or keep the said bridges or the approaches thereto or the roads over the same in repair or to render the said justices in any way responsible or liable to the Company for or in respect of any damage or injury which may result to their works or any of them by reason of any want of repair to the said bridges or to the approaches thereto or the roads over the same or by reason of any failure or neglect on the part of the said justices to maintain the same bridges or approaches or the roads over the same or any or either of them: Provided also that the provisions contained in this section shall be in addition to and not in substitution for any provisions contained in any Act incorporated with this Act:

Provided that the provisions of this section shall not apply to the said bridge over the railway of the North-western Company close to the Harrow Station or the approaches thereto or the road over the same.

Works in
district of
Watford
Local Board.

29. The execution by the Company of any works by this Act authorised upon under over or affecting any road or street sewer drain or tunnel for the time being the property or under the control of the Watford Local Board shall be subject to the following conditions stipulations and restrictions;

(1) All such works shall except in case of emergency be executed according to plans drawings and specifications to be submitted to and previously approved by the surveyor of the Watford Local Board for the time being or (in the event of his not approving the same for fourteen days after the plans drawings and specifications shall have been delivered to him) according to plans drawings and specifications to be approved by an engineer to be appointed by the Board of Trade upon the application of the Company;

(2) Nothing in this Act contained shall be held to create or imply any obligation upon the said local board to maintain or to keep the said roads or streets sewers drains or tunnels or any or either of them in repair nor to render the said local board in any way responsible or liable to the Company for or in respect of any damage or injury which may result to their works or any of them by reason of any want of repair to the said roads or streets sewers drains or tunnels or any of them or by reason of the failure or neglect on the part of the said local board to maintain the same roads or streets sewers drains or tunnels or any or either of them.

A.D. 1885.

30. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon and take compulsorily or by agreement and may use for the purposes of their undertaking the following lands so far as they are shown upon the deposited plans and described in the deposited book of reference (that is to say):—

Power to acquire additional lands.

Certain lands in the parish of Shenley in the county of Herts on the north-east side of the main road from Shenley to Barnet about six chains south of the junction of Harris's Lane therewith and nearly opposite the White Horse Inn.

31. The Company may hold as part of and for the purposes of their undertaking (in addition to the adjoining land on part of which the reservoir and works aforesaid have been constructed) the land at Bushey Heath shown on the deposited plans and numbered thereon and in the deposited book of reference 1 in the parish of Bushey and any trustee or trustees in whom the same land or any part thereof may be vested on behalf of the Company may and shall on the requisition of the Company convey the same to them provided that so much (if any) of the lands of the Company at Bushey Heath as the Company shall at any time consider not to be required for purposes of or connected with the undertaking may be sold and disposed of by the Company if they think fit at any time after the passing of this Act.

Power to hold certain lands at Bushey Heath.

32. The Company may from time to time for the purposes of their undertaking acquire by agreement in addition to any other lands which they are by this Act or otherwise authorised to acquire any lands not exceeding in the whole twenty acres but the Company shall not erect or authorise or permit the erection on any such lands while held by them of any buildings other than houses or buildings required for the purposes of their waterworks or connected therewith.

Power to buy additional land by agreement.

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

Period for compulsory purchase of lands.

34. Nothing in this Act shall empower the Company to purchase or acquire compulsorily or by agreement ten houses in any one parish or urban sanitary district occupied wholly or partially by persons belonging to the labouring class. For the purpose of this section the expression "labouring class" means and includes mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose

Limiting power to acquire houses occupied by the labouring class.

A.D. 1885. — income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

Period for completion of works.

35. If the aqueduct conduit or line of pipes authorised by this Act is not completed within the period of five years from the passing of this Act then on the expiration of such period the powers by this Act granted to the Company for executing the same or in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Power to take easements &c. by agreement.

36. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege (not being an easement of water) 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.

Power to lay pipes in streets not dedicated to public use.

37. The Company may upon the application of the owner or occupier of any premises abutting on or being erected in any street or road laid out or made but not dedicated to public use supply such premises with water and may lay in across or along such street or road such pipes as may be requisite or proper for the furnishing such supply and the provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes and for the protection of pipes when laid so far as they are respectively applicable for the purpose of this section shall extend and apply mutatis mutandis to and for the purposes thereof.

Company may raise additional capital.

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

Shares not to vest until one fifth part paid up.

39. The Company shall not issue any shares created under the authority of this Act of less nominal value than ten pounds nor shall any such share vest in the person accepting the same unless

and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof. A.D. 1885.

40. The proprietors of any ordinary shares or stock to be issued under the authority of this Act shall be entitled to such number of votes in respect thereof as the nominal amount represented thereby would have entitled them to if the same had been original shares or stock of the Company but the proprietors of any preference shares or stock created under the powers of this Act shall not be entitled to any votes in respect thereof unless it be otherwise expressly provided by the resolution creating the same. As to votes of proprietors of such shares.

41. For the purpose of raising the money required for the purchase of the undertaking of the Harrow Company and for works and purposes connected therewith the Company may borrow on mortgage any sum or sums of money not exceeding in the whole forty thousand pounds and the Company may either borrow such money or any part thereof on the security of the rates rents and revenue of their entire undertaking or make all or any part of the moneys so borrowed and the interest thereon a first charge upon the rates rents and revenue of the Company derived from that part of the said parish of Harrow which is mentioned in the said Third Schedule and also a charge (subject to the provisions of this Act) upon the rates rents and revenue of the Company derived from the remainder of their undertaking. Power to borrow.

The Company shall apply all money borrowed on mortgage under the authority of this section only to the purchase of the undertaking of the Harrow Company and the other purposes mentioned in this section including the costs of this Act and any other costs and expenses incidental to the transfer of the undertaking of the Harrow Company.

42. The principal moneys and interest from time to time secured by all mortgages granted by the Company in pursuance of the powers of the Act of 1873 (whether granted before the passing of this Act and subsisting at the passing of this Act or granted after the passing of this Act) shall during the continuance of such mortgages have priority as against the security comprised therein respectively over the principal moneys and interest secured by any mortgages granted by virtue of this Act; Provided always that the Company may at any time after the passing of this Act subject and without prejudice to all mortgages then subsisting which shall have been granted by the Company in pursuance of the Act of 1873 (whether granted before the passing of this Act and subsisting at the passing of this Act or granted after the passing of this Act) or in pursuance of the powers of this Act make all or any part of the Existing mortgages to have priority.

A.D. 1885. — moneys which by the Act of 1873 or this Act the Company are authorised from time to time to borrow a first charge upon the rates rents and revenue of the whole undertaking of the Company (including the undertaking of the Harrow Company when acquired by the Company).

Debenture stock.

43. Instead of borrowing on mortgage the money which under the preceding provisions of this Act they are authorised to borrow the Company may raise the same by the creation and issue of debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time after the passing of this Act created and issued or granted by the Company under this Act or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages: Provided that nothing in this section or done in pursuance thereof shall in any way affect or prejudice any mortgage which may be or may have been granted by the Company under preceding provisions of this Act as a first charge upon the rates rents and revenue of the Company derived from that part of the parish of Harrow which is mentioned in the Third Schedule.

Repealing existing provisions as to receiver.

44. Section 17 of the Act of 1873 with respect to the appointment of a receiver for enforcing payment by the Company of the arrears of principal or interest or principal and interest is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings pending at the passing of this Act under that section.

For appointment of a receiver.

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

Application of sums raised under this Act.

46. All and every part of the sums of money which the Company are by this Act authorised to raise by new shares or stock or by debenture stock or borrowing shall be applied only to the purposes of this Act and to the general purposes of their undertaking to which capital is properly applicable.

47. Any notice to be served on a person supplied with water may be either in print or in writing (including lithograph) or partly in print and partly in writing (including lithograph) and shall be sufficiently authenticated by the name of the secretary or clerk to the Company or (if it be a notice to pay any charge in respect of a supply of water) by the name of the collector of the Company being affixed thereto in print or in writing (including lithograph) or by a stamp and any such notice may be served on such person either personally or by sending the same through the post by a prepaid letter addressed to him by name at his last known place of abode or business or by delivering the same to some inmate of his last known or usual place of abode or business or to any inmate of the premises supplied or if such premises be unoccupied and the place of abode of the person to be served is after diligent inquiry unknown it shall be sufficient to affix it or a copy thereof upon some conspicuous part of such premises. Any instrument so served by post as aforesaid shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that the instrument was properly addressed and posted.

A.D. 1885.

Form and
service of
notices by
Company.

48. A supply of water for baths and waterclosets shall be deemed to be a supply of water for domestic purposes under the Act of 1873 and this Act and any owner or occupier entitled under the Act of 1873 or this Act to demand and receive a supply of water for domestic purposes shall be entitled to demand and receive a supply of water for each bath and watercloset in the premises supplied at the rates or charges applicable to the premises under the Act of 1873 or this Act as the case may be.

As to supply
to baths and
waterclosets.

49. The proviso to section 45 of the Act of 1873 whereby it is provided that the Company shall not be compelled to afford a supply of water for domestic purposes to any such owner or occupier as is therein mentioned for any less sum than ten shillings in any one year for every dwelling-house or part of a dwelling-house nor for any less period than twelve months is hereby repealed and in lieu thereof it is enacted that the Company shall not be compelled to afford a supply of water for domestic purposes to any such owner or occupier for any less sum than ten shillings in any one year for every dwelling-house or part of a dwelling-house whether the supply shall be required for the whole or part only of such year.

Minimum
charge for
supply under
Act of 1873.

50. In the Act of 1873 the expression annual "rackrent or value" shall be deemed to mean and be equivalent to the "gross estimated rental" of the premises in respect of which the water

Rates to be
charged in
the Colne
Valley dis-

A.D. 1885.
—
strict accord-
ing to valua-
tion list.

rate is charged according to the valuation list in force for the time being in respect of such premises or if there should be no such valuation list then according to the then last assessment for poor rate in respect of such premises.

Costs of
Act.

51. All costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

The FIRST SCHEDULE referred to in the foregoing Act.

A.D. 1885.

CONTRACT FOR THE SALE OF THE UNDERTAKING OF
THE HARROW WATERWORKS COMPANY TO THE
COLNE VALLEY WATER COMPANY.

AN AGREEMENT made this 16th day of December 1884 between the
HARROW WATERWORKS COMPANY of the first part and the COLNE
VALLEY WATER COMPANY of the second part.

WHEREAS the Harrow Waterworks Company were incorporated by an Act passed in the session of 1854 authorised to be cited as the Harrow Waterworks Act 1854 for the purpose of supplying with water the inhabitants buildings and lands within the limits of the said Act which limits were declared by the said Act to comprise and include the parish of Harrow in the county of Middlesex. And whereas the Colne Valley Water Company were incorporated by an Act passed in the session of 1873 and authorised to be cited as the Colne Valley Water Act 1873 for the purpose of making and maintaining the waterworks thereby authorised and for other the purposes of the said Act and by the 4th section of the said Act it was enacted that the limits of the said Act for the supply of water should be the parishes and places of Bushey Aldenham and Elstree in the county of Hertford and Stanmore Edgware Pinner Harrow-on-the-Hill Kingsbury and that part of the parish of Hendon which is west of the Midland Railway north of Burrough's Lane and north of the Edgware and Highgate branch of the Great Northern Railway in the county of Middlesex and it was by the now reciting section provided that the Company should not supply water in bulk or otherwise at any place or places situate within that part of the parish of Harrow-on-the-Hill which lies on the south-west of the London and North-western Railway or situate within those parts of the said parish of Harrow-on-the-Hill which lie on the north north-east and east of that railway within half a mile of the centre of the bridge carrying the public highway over that railway at the Harrow Railway Station without the written consent of the Harrow Waterworks Company under their common seal first had and obtained. And whereas by the Alperton and Sudbury Water Order 1884 confirmed by the Water Orders Confirmation (No. 2) Act 1884 Henry Haynes and Dewar Watson as undertakers were authorised to maintain and execute certain works for the supply of water within limits of supply which by the 4th section of the said order were described as such portions of the hamlets of Alperton Sudbury and Wembley all in the parish of Harrow (not included within the limits of supply of the Colne Valley Water Company) situated westward of the London and North-western Railway as are within the limits of supply shown on the map deposited at the office of the Board of Trade and at the office of the clerk of the peace of the county of Middlesex and marked "Alperton and Sudbury Water Order 1884" and also the parishes of Twyford Perivale Greenford and Northolt in the same county which said limits of supply are shown on the said

A.D. 1885. — map deposited as aforesaid and it was by the now reciting section provided that nothing in the order now in recital should interfere with the existing rights of the Colne Valley Water Company or prevent that Company or the Harrow Waterworks Company from carrying their water mains through the said hamlets in the parish of Harrow for the purpose of conveying water to places not within the said limits of supply but those companies should not supply water to any portion of the said hamlets within the said limits of supply. And whereas the parts of the said parish of Harrow-on-the-Hill which by the said 4th section of the Colne Valley Water Act 1873 the Colne Valley Water Company are precluded from supplying without the written consent of the Harrow Waterworks Company as aforesaid and which are not included within the limits of supply of the said Alperton and Sudbury Water Order 1884 are herein-after referred to as "the excepted parts of the parish of Harrow."

And whereas the Harrow Waterworks Company have agreed subject to statutory authority to be obtained for that purpose as herein-after provided to sell their undertaking to the Colne Valley Water Company on the terms herein-after expressed. And whereas the rates charged by the Harrow Waterworks Company are made payable half-yearly on the 1st of April and the 1st of October in each year for the half years commencing on the previous 1st of January and 1st of July respectively. And whereas the present capital of the Harrow Waterworks Company consists of the ordinary and preference shares of which the particulars are given in the First Schedule hereto and all the said shares are fully paid up and the capital moneys of the Harrow Waterworks Company arising from the issue of such shares and now unexpended are also specified in the First Schedule hereto. And whereas the lands and real estate of the Harrow Waterworks Company are specified in the Second Schedule hereto. And whereas the Harrow Waterworks Company have in progress at the present time certain extensions of which the particulars are given in the Third Schedule hereto and the cost of the execution of such extensions now unpaid is also specified in the Third Schedule.

Now it is hereby agreed as follows :

1. Subject as herein-after mentioned the Harrow Waterworks Company herein-after referred to as "the Harrow Company" will sell and the Colne Valley Water Company herein-after referred to as "the Company" will purchase all the business undertaking real and personal property rights easements credits assets and effects of the Harrow Company (other than rates and water payments accruing due up to the date of completion of the purchase and other than pipes collars and other materials for the works on hand and not used which may at the date of completion be in store and which may have been paid for by the Harrow Company out of income) freed and discharged from all incumbrances affecting the same.

2. As the consideration for the said sale the Company shall pay to the Harrow Company the sum of 27,433*l.* in cash.

3. The date of completion of the purchase shall be the first day of January next after the passing into law of the intended Act herein-after mentioned and if the purchase money shall not be paid on the date fixed for completion the Company will pay interest thereon from the date fixed for completion after the

rate of six pounds per centum per annum until the same be paid or satisfied. The Harrow Company hereby consent to the Company supplying water from and after the completion of the purchase to the excepted parts of the parish of Harrow.

4. The Harrow Company shall carry out and complete the extensions now in progress of which the particulars are given in the Third Schedule hereto and may pay out of the capital moneys now belonging to them for the said extensions the sums of money specified in connexion therewith in the said schedule. But the Harrow Company shall not after the date of this agreement and so long as the same shall be binding expend or apply the balance of the capital moneys aforesaid otherwise than in the execution of further extensions ordinarily chargeable to capital which they may be liable to execute under their statutory obligations nor shall the Harrow Company without the previous consent in writing of the Company issue any further shares or create any further capital. Any unexpended capital moneys of the Harrow Company shall on completion of the purchase belong to the Company.

5. If it should be necessary after the execution of these presents for the purpose of satisfying the statutory obligations of the Harrow Company to execute further extensions ordinarily chargeable to capital which the balance of the capital moneys aforesaid shall be insufficient to meet and the Company should refuse to allow of the issue of further shares or the creation of further capital the Company shall on completion of the purchase pay to the Harrow Company all moneys properly expended by the Harrow Company in the compulsory execution of such further extensions over and above the balance of the capital moneys aforesaid together with interest on such outlay at the rate of five per centum per annum from the date of such outlay. Before undertaking such further extensions as aforesaid (if any) as may be undertaken after the passing of the said intended Act the Harrow Company shall give notice in writing to the Company that such further extensions are required to be executed under the Harrow Company's statutory obligations and the Company shall be at liberty if they see fit to undertake the execution of such extensions themselves and shall notify their intention in that behalf in writing to the Harrow Company within fourteen days after the receipt of such notice: And in the event of the purchase failing to be completed from any cause whatever the Harrow Company shall repay to the Company all moneys properly expended by the Company in the execution of such extensions together with interest on such outlay at the rate of five per centum per annum from the date of such outlay until repayment. All such further extensions which may be executed by the Harrow Company shall be executed under the superintendence and to the reasonable satisfaction of the Company.

6. The Harrow Company shall until completion of the purchase at their own expense maintain and keep their reservoirs works mains pipes and apparatus in a proper and efficient state and execute all proper repairs and renewals thereof and carry on their business and pay the rents rates taxes and outgoings and other liabilities payable by them and generally conduct their undertaking fairly and properly as a going concern and on completion of the purchase will transfer their reservoirs works mains pipes and apparatus to the Company in a proper and efficient state.

A.D. 1885.

7. The Harrow Company shall not after the date of this agreement without the consent in writing of the Company enter into any contract liability or engagement with respect to the construction completion extension or alteration of any reservoirs works mains pipes or apparatus or the supply of machinery or stores or otherwise howsoever except for the purpose and to the extent only of carrying out their obligations under the two previous articles up to the date of completion but not further or otherwise: And it is expressly declared (but without prejudice to the generality of the arbitration clause herein-after contained) that if any difference shall arise between the companies parties hereto as to the due fulfilment by the Harrow Company of their obligations under the two previous articles or as to anything done or to be done under the same the matter in difference and the amount of compensation or payment (if any) to which either Company shall be entitled shall be determined by arbitration pursuant to the arbitration clause herein-after contained.

8. The Harrow Company will not between the date of this agreement and the completion of the purchase lower the rates or charges now made by them under their Act or alter the times or mode of payment thereof.

9. At the date of completion of the purchase an account shall be taken of all rates and water payments then due and owing or which may have been received wholly or partly in respect of any period subsequent to the date of completion and an apportionment shall be made up to the date of completion and the Harrow Company shall pay to the Company all rates and water payments (if any) received by them in respect of the portion of the current half year or other period which shall follow the date of completion and the Company shall account for and pay to the Harrow Company all rates and water payments (if any) which they shall thereafter receive in respect of the portion of the current half year or other period previous to the date of completion. All rates due at the date of completion and all arrears shall (unless otherwise agreed) be collected by the Harrow Company.

10. The Harrow Company will forthwith after the passing into law of the said intended Act and thereafter from time to time as the Company shall require furnish to the Company lists of the water consumers for the time being and of the rates and water payments payable by them and particulars of the assessments throughout the district supplied by the Harrow Company and all other necessary information and help for enabling the Company to carry this agreement into effect and take over the business of the Harrow Company.

11. The Harrow Company will furnish to the Company within one calendar month after the passing of the said intended Act a schedule or inventory of all the reservoirs works erections buildings rights easements mains pipes plugs and other apparatus of the Harrow Company with such detailed information in respect thereof as the Company shall reasonably require. The Harrow Company will further forthwith after the passing of the said intended Act deduce and verify a good title to the lands and real estate (including chattels real) of the Harrow Company commencing with the conveyance to the Harrow Company or a trustee on their behalf and no further or other title shall be required except a statutory declaration (if asked for by the Company) of uninterrupted enjoyment by the Harrow Company since the date of such commencement of title.

12. The Harrow Company will pay and discharge all the debts and liabilities of the Harrow Company before the winding up or dissolution thereof and on completion of the purchase will deliver to the Company a statutory declaration by the chairman and secretary of the Harrow Company particularising all charges incumbrances contracts debts and liabilities then affecting the Harrow Company or any of the property thereof and the moneys then in hand for meeting the same and will within one month after completion produce to the Company vouchers or evidence of the payment or discharge of all such charges incumbrances contracts debts and liabilities as aforesaid. The Company may if they are required under the intended Act to pay and discharge any debts or liabilities of the Harrow Company after the winding up or dissolution thereof require the joint and several personal covenant of any three of the present directors of the Harrow Company for the due discharge of all undischarged debts and liabilities of the Harrow Company whether already incurred or contracted at the date of completion or thereafter to accrue or be contracted and to indemnify the Company against the same and all loss costs and claims in respect thereof which covenant shall be delivered to the Company at or after completion of the purchase as required by the Company.

13. This agreement is conditional on an Act of Parliament empowering both companies to carry this agreement into effect passing in the years 1885 or 1886.

14. The Company will in a Bill to be promoted by them in Parliament in the session of 1885 or if such Bill should not be disposed of by Parliament in the session of 1885 then in the session of 1886 insert clauses conferring the necessary powers on both companies and the Harrow Company shall at the request of the Company take all such steps and proceedings as may be necessary to be taken by the Harrow Company in support of the Bill. The Company will bear and pay all costs of and incident to the preparation approval on behalf of the Harrow Company and the promoting and carrying through Parliament of the said Bill and all costs and expenses of the Harrow Company of attending upon the proceedings in Parliament and watching and protecting the interests of the Harrow Company during its progress through Parliament. The Company will also pay all costs or expenses properly incurred by the Harrow Company in relation to the preparation and execution of this agreement and of deducing the title and of the preparation perusal and execution of the conveyance: Provided that no part of any such costs and expenses as aforesaid incurred by the Harrow Company shall be paid by the Company if the Bill fails to pass in consequence of the Harrow Company not obtaining the necessary consent of their shareholders or refusing or omitting to do anything which they are bound to do under this agreement or in consequence of the opposition of the Local Board of Harrow or any other opposition arising or promoted within the district of the Harrow Company or if the Harrow Company withdraw from this agreement in consequence of material alterations made by either House of Parliament: And it is expressly declared that (without prejudice to the generality of the arbitration clause herein after contained) if any question shall arise between the companies parties hereto as to whether the failure of the said Bill is attributable to any of the causes above mentioned and as to the liability of the Company to pay the costs of the Harrow Company the matter in difference shall be determined by arbitration

A.D. 1885.

pursuant to the arbitration clause herein-after contained: Provided also that the costs and expenses payable by the Company to the Harrow Company under this agreement shall not exceed the sum of 300*l*.

15. The Harrow Company will bear and pay all the costs of and incident to the winding up of their Company and the distribution of their assets.

16. This agreement is subject to any alterations which Parliament may think fit to make therein but if the Committee of either House on the Bill shall make any material alteration in this agreement or in the Bill as introduced by the Company it shall be competent for the company injuriously affected by such alteration to withdraw from this agreement and declare the same to be no longer binding on such company without prejudice nevertheless to any liability of the Company under the provisions herein-before contained for payment of any costs of the Harrow Company then already incurred.

17. The Act shall contain usual and proper provisions for the winding up and dissolution of the Harrow Company on completion of the purchase and for the distribution of their assets among the parties entitled thereto.

18. The Act shall (among other things) provide as follows:—

(1.) From and after the completion of the purchase the proviso contained in the 4th section of the *Colne Valley Water Act 1873* requiring the written consent of the Harrow Company under their seal to the supply of water by the Company to the excepted parts of the parish of Harrow shall be repealed and the said Act shall take effect as if the said proviso were not contained in the said section.

(2.) The Company shall be authorised to raise additional capital by shares or loan or partly in the one way and partly in the other in such manner and of such amount as they shall think necessary for the purposes of the intended transfer and the general purposes of their undertaking.

19. The Bill for the intended Act shall with all practicable despatch be submitted to general meetings of both companies specially held for the purpose pursuant to the standing orders of both Houses of Parliament.

20. The Company may at any time after the passing of the intended Act proceed to lay such mains and pipes and execute such works as they shall see fit in the preparation for supplying water to the excepted parts of the parish of Harrow. If the Company shall not complete the purchase of the property of the Harrow Company such mains pipes and works shall not be used by the Company for the supply of water within the excepted parts of the parish of Harrow.

21. The Company shall not make any application to Parliament for an Act to enable them to supply the excepted parts of the parish of Harrow without the consent of the Harrow Company until the Bill for the Act giving effect to these presents shall have received the Royal Assent or shall have been finally rejected or withdrawn.

22. If any difference arises between the Harrow Company and the Company respecting the construction or the effect or the execution of this agreement or any clause or provision herein contained or the rights duties or liabilities of either company under this agreement or any other thing in any wise relating to

this agreement or the subject matter thereof the matter in difference shall be referred to the arbitration of a single arbitrator and the Railway Companies Arbitration Act 1859 shall apply thereto as if the Harrow Company and the Company were two railway companies.

As witness the respective common seals of the Harrow Waterworks Company and the Colne Valley Water Company.

THE FIRST SCHEDULE TO THE ABOVE AGREEMENT.

(Particulars of the ordinary and preference capital of the Harrow Company already issued and of the unexpended capital moneys of the Harrow Company.)

783 fully paid-up ordinary shares of 20l. each.

250 fully paid-up preference 4½ per centum shares of 20l. each.

The unexpended capital moneys of the Harrow Company amount to the sum of 880l. or thereabouts.

THE SECOND SCHEDULE TO THE ABOVE AGREEMENT.

(Particulars of the lands and real estate of the Harrow Company.)

1. The pumping station wells pools engineer's cottage and gardens or land situate in the Roxburgh Road Harrow.

2. The reservoir situate near the parish church of Harrow.

3. All other lands works erections buildings rights and easements (if any) now vested in the Harrow Company under or by virtue of the Harrow Waterworks Act 1854.

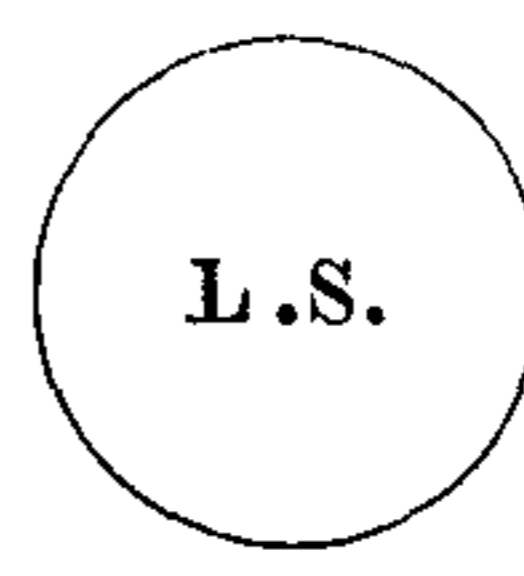
THE THIRD SCHEDULE TO THE ABOVE AGREEMENT.

(Particulars of the extensions by the Harrow Company now in progress and of cost of same.)

	£
New main High Street - - - - -	850
" " Mutton Lane - - - - -	42
" " Greenhill - - - - -	50
	<u>£942</u>

The common seal of the Harrow Waterworks Company was affixed in the presence of

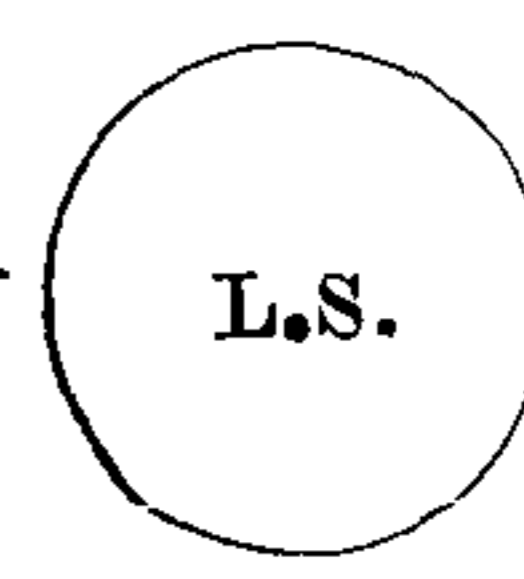
J. W. CUNNINGHAM
 Chairman.
 WILLIAM WINCKLEY
 Secretary.



On this 16th day of December 1884.

Sealed with the common seal of the Colne Valley Water Company in the presence of

ALEXR. SIM
 CHARLES E. KEYSER } Directors.
 WILLIAM VERINI
 Clerk to the Colne Valley Company.



A.D. 1885.

The SECOND SCHEDULE referred to in the foregoing Act.

FORM OF CONVEYANCE.

IN pursuance of the Colne Valley Water Act 1885 the Harrow Waterworks Company in consideration of the payment by the Colne Valley Water Company of the sum of £ do hereby convey unto the Colne Valley Water Company and their successors the undertaking of the Harrow Waterworks Company as defined by the said Act to hold the same unto the said Company their successors and assigns and the said Company do accept the same accordingly.

In witness whereof the said two companies have hereunto affixed their respective common seals this day of 18 .

The THIRD SCHEDULE referred to in the foregoing Act.

Provisions to take effect within the parts of the parish of Harrow following viz. :—

That part of the parish of Harrow-on-the-Hill which lies on the south-west of the London and North-western Railway or which lies on the north north-east and east of that railway within half a mile of the centre of the bridge carrying the public highway over that railway at the Harrow Railway Station except the part included within the limits of supply defined in the Alperton and Sudbury Water Order 1884.

(1.) The rates at which water shall be supplied to consumers for domestic purposes within the above-mentioned parts of the parish of Harrow shall not exceed the rates following that is to say :

Where the rateable value of the house or part of a house supplied (not being a boarding house or boarding school) shall be 7*l.* 10*s.* or under a rate not exceeding 8*s.* 8*d.* per annum ; and

Where such rateable value shall exceed 7*l.* 10*s.* a rate not exceeding seven per centum per annum on such rateable value where the premises supplied are situate within the district of the Harrow Local Board and a rate not exceeding eight per centum per annum where the premises supplied are situate without the district of the Harrow Local Board :

Provided always that such charges shall include the requisite supply for one watercloset if required where the rateable value of the house or part of a house supplied shall not exceed 10*l.*

Provided also that the Company shall not be compelled to afford a supply of water for domestic purposes to any consumer for any less sum than 2*s.* 2*d.* for every house or part of a house in any one quarter of a year whether the premises shall be supplied during the whole or part only of such quarter.

(2.) In addition to the charges before mentioned the Company shall be entitled to charge for any watercloset or bath in any house or part of a house or appurtenant thereto within the above-mentioned parts of the parish of Harrow where the rateable value of the premises supplied shall exceed 10*l.* as follows (that is to say) :

For the first or only watercloset 4s. per annum and for each additional water-closet 3s. per annum and for each bath 3s. per annum.

(3.) The Company shall (subject to the provisions of the foregoing Act) supply water to the Harrow Local Board for all public purposes (except extinguishing of fires) for which they may require the same for use within their district at the rate of 9d. per 1,000 gallons.

(4.) The rateable value according to the poor rate assessment for the parish of Harrow for the time being shall be deemed and taken to be the basis upon which the water rates hereby authorised are to be assessed within the above-mentioned parts of the parish of Harrow.

(5.) The supply of water to boarding houses and boarding schools shall be charged for by measure and not according to the foregoing rates (except as herein-after provided) and the Company shall be entitled to take for the supply of water to any boarding house or boarding school for domestic purposes the charges following payable quarterly (that is to say):

Where the quantity supplied per quarter shall be 10,000 gallons or under } A charge not exceeding 1s. 4d. per 1,000 gallons.

Where the quantity supplied per quarter shall exceed 10,000 gallons and shall not exceed 25,000 gallons } A charge not exceeding 1s. 3d. per 1,000 gallons.

Where the quantity supplied per quarter shall exceed 25,000 gallons and shall not exceed 50,000 gallons } A charge not exceeding 1s. 2d. per 1,000 gallons.

Where the quantity supplied per quarter shall exceed 50,000 gallons and shall not exceed 75,000 gallons } A charge not exceeding 1s. 1d. per 1,000 gallons.

Where the quantity supplied per quarter shall exceed 75,000 gallons and shall not exceed 100,000 gallons } A charge not exceeding 1s. per 1,000 gallons.

Where the quantity supplied per quarter shall exceed 100,000 gallons } A charge not exceeding 10d. per 1,000 gallons.

Provided always that the Company shall not be compelled to afford a supply of water for domestic purposes to any boarding house or boarding school for any sum (inclusive of rent of meter) less than the amount of the rate and charges which would be payable in respect of the same if the supply were charged for according to the rateable value of the premises pursuant to the prior provisions in this schedule contained:

Provided also that the Company shall not in any case be compelled to afford a supply of water for domestic purposes to any boarding house or boarding school for any less sum than 10s. in any one quarter whether the premises shall be supplied during the whole or part only of such quarter.

(6.) No regulations contained in the schedule to the Act of 1873 or made by the Company under the provisions of section 55 of that Act shall have effect within the parts of the parish of Harrow mentioned in this schedule unless and until such regulations shall have been approved by the Local Government Board with or without such modifications as the Local Government Board shall see fit and no such regulations shall be approved by the Local Government Board until the expiration of fourteen days after notice in writing of the intention to submit the same for approval together with a copy of the proposed

A.D. 1885.

regulations shall have been given by or on behalf of the Company to the Harrow Local Board who may within the said period of fourteen days make any representation with reference thereto to the Local Government Board: Provided that if the Local Government Board do not not approve or do not refuse to approve any regulations so submitted within two calendar months after submission such regulations shall be deemed to have been duly approved.

(7.) The tank or reservoir of the Harrow Company shall be employed for the supply of water so far as the board of directors of the Company shall deem practicable.

(8.) Any consumer of water at premises in the said parts of the parish of Harrow to which the pressure from the said existing tank or reservoir is insufficient to give constant supply shall after giving reasonable notice in writing to the Company be entitled subject to the observance of the rules and regulations for the time being of the Company as to house fittings and otherwise as approved by the Local Government Board to be supplied direct from the pipes of the Company.

(9.) The Company will provide a resident official in Harrow.

(10.) The Company may supply any person with water for other than domestic purposes for such remuneration and upon such terms and conditions as shall be agreed upon between the Company and such person.

(11.) The Company may agree with any person to supply him with water by measure and may require any person supplied with water for other than domestic purposes to take and pay for his supply by measure. In all cases where the Company shall supply by measure a meter for ascertaining the quantity consumed shall be provided by the Company at a reasonable rate.

(12.) The Company shall not be compellable to supply with water any water-closet or private bath or the apparatus or pipes connected therewith unless the same shall be so constructed and used as to prevent the waste misuse or undue consumption of the water of the Company and the flow or return of foul air or other noisome or impure matter into the mains or pipes of the Company or into any pipes connected or communicating therewith nor any private bath which shall be so constructed as to contain when filled for use more than 80 gallons of water.

The **FOURTH SCHEDULE** referred to in the foregoing Act.

MEMORANDUM OF AGREEMENT made this 24th day of March 1885 between the COLNE VALLEY WATER COMPANY (herein-after called "the Company") of the one part and the HARROW LOCAL BOARD (herein-after called "the board") of the other part.

WHEREBY it is agreed as follows:—

1. The Company hereby agree with the board that the water to be supplied by the Company within the parts of the parish of Harrow specified in the Third Schedule to the intended Act now pending in Parliament for transferring the undertaking of the Harrow Waterworks Company to the Colne Valley Water Company and for other purposes shall (subject to any contingencies affecting


the Company's works not arising from the Company's wilful default) be softened in like manner as the water supplied by the Company within their limits of supply under the Act of 1873 has heretofore been softened by the Company or in an equally effectual manner and such softening shall not be discontinued without the consent of the board in writing or under their common seal.

2. If from any cause other than any accident or temporary contingency affecting the Company's supply the pressure of the Company's supply should become insufficient to make the water continuously reach the top storey of the highest houses in Harrow-on-the-Hill the Company will lay or maintain a separate main between the termination of the Company's eighteen-inch main at Bushey Heath and the top of Harrow Hill for the exclusive supply of the parts of the parish of Harrow specified in the Third Schedule to the said intended Act. If any question shall arise as to the sufficiency of the pressure of the Company's supply within the meaning of this clause either party shall be at liberty to apply to the Local Government Board to appoint some person to determine whether such pressure is sufficient and the decision of such person shall be binding and conclusive on both parties accordingly.

3. The board and the Company shall be entitled to be heard before any such person and every reference to any such person shall be conducted in like manner as a reference to arbitration between the board and the Company with a single arbitrator under the Public Health Act 1875 and the provisions of such Act and any subsisting statutory modification thereof so far as applicable shall apply to every such reference under these presents. As witness the respective common seals of the Company and the board.

Sealed with the common seal of the Colne Valley
Water Company in the presence of

JOHN R. HOLLOND }
S. NOAKES } Directors.
WM. VERINI }
Secretary.



Seal of the Colne
Valley Water
Company.

Sealed with the common seal of the Harrow Local
Board in the presence of

WILLIAM WINCKLEY
Clerk to the Harrow Local Board.



Seal of
Harrow Local
Board.

