



CHAPTER ccxxii.

An Act to confer further powers upon the Governor and Company of the New River brought from Chadwell and Amwell to London commonly called the New River Company for the execution of new works and the raising of further money and for other purposes. A.D. 1897.

[6th August 1897.]

WHEREAS by the Staines Reservoirs &c. Act 1896 (herein-after referred to as "the Act of 1896") after reciting that the districts within which the Company of Proprietors of the West Middlesex Waterworks (herein-after called "the West Middlesex Company") the Grand Junction Waterworks Company (herein-after called "the Grand Junction Company") and the Governor and Company of the New River brought from Chadwell and Amwell to London (commonly called and herein-after referred to as "the New River Company") are authorised to supply water are adjoining districts respectively situate north of the Thames and were estimated to contain a population of upwards of two millions of persons which population was (as it still is) constantly increasing and likely to increase and that it was expedient to make provision for the construction of the storage reservoirs at Staines and other works in the reciting Act described in order to afford an additional supply within the districts of the said companies and for raising the funds necessary for such construction a joint committee ("the Staines Reservoirs Joint Committee" herein-after referred to as "the joint committee") were constituted and incorporated consisting of nine members of whom three should represent and be directors of each of the said three companies and were empowered (section 38) to make and maintain amongst other works two reservoirs (Nos. 1 and 1A) in the parish of Stanwell and county of Middlesex and an aqueduct or conduit (No. 1) commencing in the parish of Wyrardisbury in the county of Bucks by an intake from the River Thames at a point upon its northern bank about two hundred and fifty yards westward from Bell Weir and terminating in the

A.D. 1897.

parish of Hampton in the county of Middlesex in another reservoir (No. 2) also authorised by the said Act and an aqueduct conduit and lines of pipes (No. 2) and an aqueduct or line or lines of pipes (No. 3) and short lines of pipes (Nos. 2A and 3A) for connecting the reservoirs (Nos. 1 and 1A) with the aqueduct or conduit (No. 1) and with each other and also other aqueducts for conveying water from the Colne Brook and the Wyrardisbury River into the aqueduct or conduit (No. 1) and (section 55) to collect divert and impound by means of the works thereby authorised the waters of the River Thames the Wraysbury River and the Colne Brook in certain limited quantities and subject to certain conditions expressed in the said Act and in respect of such taking of water from the River Thames the joint committee were (section 61) required to pay to the conservators of the River Thames a gross sum of five thousand pounds and the sum of two thousand five hundred pounds in each half-year :

And whereas by section 65 of the Act of 1896 it was enacted that the said three companies should be entitled to and to have delivered to them the water for the time being taken into the aqueduct or conduit (No. 1) or being in the reservoirs by that Act authorised in equal proportions all such water being therein-after referred to as "the stored water" and the proportion to which each of the three companies was so entitled being therein-after referred to as the respective company's "original proportion of the stored water" and provision was made by the reciting Act empowering any one of the three companies to relinquish the whole or any proportion of their original proportion of the stored water (but which power has not been exercised by any of the three companies) the other companies being entitled to take the water so relinquished under certain conditions specified in the Act :

And whereas by section 69 of the Act of 1896 it was provided that if and so long as the New River Company were entitled to take or have delivered to them any proportion of the stored water the West Middlesex Company and the Grand Junction Company should respectively on the request in writing of the New River Company under the hand of the governor or secretary of that Company from time to time make such arrangements as might reasonably be practicable for allowing the New River Company's proportion of the stored water to flow through and pass by means of mains and pipes for the time being of the West Middlesex Company and the Grand Junction Company or one of those companies within their respective limits of supply into mains and pipes of the New River Company upon and subject to such terms and conditions as should be agreed between the companies

interested or in case of difference be determined by arbitration as therein provided: A.D. 1897.

And whereas by Part VI. (Financial) of the Act of 1896 there was created a debenture stock ("the Staines Reservoirs Guaranteed Debenture Stock") to the nominal amount of one million pounds for the interest whereon the joint committee were made primarily liable the three companies however being jointly and severally liable to the holders of the debenture stock for such interest if in arrear and unpaid by the joint committee but as between themselves and as between them and the joint committee being declared to be liable for the interest on the debenture stock and for the expense of maintaining and managing the works authorised by the Act and otherwise of carrying the Act into execution in the same proportions as those in which for the time being they are entitled to the stored water:

And whereas the New River Company are desirous and it is expedient that they be authorised to construct the works by this Act authorised for the purpose of conveying the proportion of the stored water to which they may be entitled from time to time under the provisions of the Act of 1896 direct from the aqueduct or conduit (No. 1) by that Act authorised into a new service reservoir at Fortis Green and thence into their limits of supply:

And whereas it is expedient that when and so soon as the New River Company shall be able by means of the works by this Act authorised to deliver within their limits of supply water to which they are entitled under the Act of 1896 section 69 of that Act be repealed:

And whereas it is expedient that the Company and the joint committee be empowered to enter into and carry into effect agreements as herein-after provided:

And whereas the following Acts have been passed in relation to the New River Company (herein-after in this Act called "the Company") (that is to say):—

The New River Company's Act 1852;

The New River Company's Act 1854;

The New River Company's (Hertford Sewerage Diversion) Act 1854;

The New River Company's Act 1857;

The New River Company's Act 1866;

The New River Company's Act 1879;

The New River Company's Act 1896:

And whereas by the last-mentioned Act the Company were authorised to execute various works and to purchase additional lands in order to enable them to meet the increased demand for

[Ch. ccxxii.] *New River Company's Act, 1897.* [60 & 61 Vict.]

A.D. 1897.

water within their district and for those purposes to raise further money not exceeding three hundred and ninety thousand pounds by the creation and issue of debenture stock under certain conditions therein expressed :

And whereas on the thirty-first day of December one thousand eight hundred and ninety-six the capital of the Company stood as follows :—

	£
Original capital expended as declared by the Act of 1852 - - - - -	1,519,958
New shares (fully paid up) created under the powers of the Act of 1866 - - - - -	500,000
Debenture stock bearing interest at four per cent. created under the powers of the Act of 1857 and fully issued - - - - -	1,000,000
Debenture Stock B bearing interest at four per cent. created under the powers of the Act of 1879 and fully issued - - - - -	500,000
Debenture Stock C bearing interest at three per cent. created under the powers of the New River Company's Act 1896 - - - - -	

And whereas it is expedient that the Company be empowered to apply their funds and to raise further money by debenture stock for the purposes of this Act :

And whereas plans and sections describing the lines situation and levels of the works by this Act authorised and the lands which may be taken for the purposes thereof and books of reference to those plans containing the names of the owners or reputed owners lessees or reputed lessees and of the occupiers of such lands have been deposited with the clerk of the peace for the county of Middlesex and are in this Act respectively referred to as the deposited plans sections and books of reference :

And whereas the objects 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 :—

Short title.

1. This Act may be cited as the New River Company's Act 1897.

Incorporation of general Acts.

2. The following Acts and parts of Acts—
The Lands Clauses Acts ;

The Waterworks Clauses Acts 1847 (except section 35 of that Act and the provisions of that Act with respect to the communication pipes to be laid by the undertakers) and 1863 except section 12 of that Act; and

A. D. 1897.

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

are (so far as applicable and except where expressly varied by this Act) incorporated with and form part of this Act.

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. And for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith 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.

Interpretation.

4. Subject to the provisions of this Act the Company may make construct lay down and maintain in the lines and situations and according to the levels shown on the deposited plans and sections the following works (that is to say):—

Power to make works and to take lands &c.

(A) An aqueduct or line or lines of pipes (No. 1) wholly in the parish of Hanworth in the county of Middlesex commencing in the aqueduct or conduit (No. 1) authorised by the Act of 1896 at a point about 6 miles 6 furlongs and 2·40 chains measured along the centre line of that authorised aqueduct or conduit as shown upon the plans deposited for and referred to in that Act from the authorised commencement thereof as shown upon those plans and terminating at or near the centre of the southern side of the subsiding reservoir (No. 1) herein-after described:

(B) An aqueduct or line or lines of pipes (No. 2) wholly in the parish of Hanworth aforesaid and the parish of Sunbury in the county of Middlesex or one of them commencing in the said aqueduct or conduit (No. 1) authorised by the Act of 1896 at a point about 2 furlongs and 5 chains east-south-eastward from the point of commencement as above described of the aqueduct or line or lines of pipes (No. 1) by this Act authorised and terminating at or near the centre of the southern side of the subsiding reservoir (No. 2) herein-after described:

A.D. 1897.

- (c) Subsiding reservoirs (No. 1) and (No. 2) (Kempton Park reservoirs) with filter beds and a pumping station in the parishes of Hanworth and Sunbury aforesaid or one of them :
- (d) An aqueduct or line or lines of pipes (No. 3) commencing in the parish of Hanworth aforesaid at or near the pumping station above described and terminating in the parish of Sunbury in the county of Middlesex in the cut or backwater of the River Thames :
- (e) An aqueduct or line or lines of pipes (No. 4) commencing in the parish of Hanworth aforesaid at the pumping station above described and terminating in the parish of Willesden in the county of Middlesex in the south-western side of the equalising reservoir herein-after described :
- (f) An aqueduct or line or lines of pipes (No. 4A) wholly in the parishes of Heston and Norwood in the county of Middlesex or one of them commencing by a junction with the aqueduct or line or lines of pipes (No. 4) above described at a point about 10 chains north-eastward of the Plough Inn in the parish of Norwood and extending thence in a north-easterly direction for a distance of about 12 chains :
- (g) An aqueduct or line or lines of pipes (No. 4B) wholly in the parish of Norwood aforesaid commencing by a junction with the aqueduct or line or lines of pipes (No. 4) above described at a point about 17 chains south-east from Dormer's Wells farmhouse and terminating in the River Brent :
- (h) An aqueduct or line or lines of pipes (No. 4c) wholly in the parish of Greenford or Great Greenford in the county of Middlesex commencing by a junction with the aqueduct or line or lines of pipes (No. 4) above described at a point about 7 chains east from the eastern side of Windmill Lane measuring from a point therein distant about 29 chains from the junction in the parish of Greenford or Great Greenford of that lane with the road leading from Ealing to Greenford and terminating in the River Brent :
- (i) An aqueduct or line or lines of pipes (No. 4D) wholly in the parish of Greenford or Great Greenford aforesaid commencing by a junction with the aqueduct or line or lines of pipes (No. 4) above described at a point about 16 chains north-east from Greenford Bridge over the River Brent and terminating in the River Brent :
- (j) An aqueduct or line or lines of pipes (No. 4E) wholly in the parish of Wembley in the county of Middlesex commencing by a junction with the aqueduct or line or lines of pipes (No. 4) above described at or near the middle of Hanger Lane at a

point about 5 chains northward from Vicars Bridge over the River Brent and terminating in that river :

- (K) An aqueduct or line or lines of pipes (No. 4F) wholly in the parish of Wembley aforesaid commencing by a junction with the aqueduct or line or lines of pipes (No. 4) above described at a point about 11 chains westward from the aqueduct carrying the Paddington branch of the Grand Junction Canal over the River Brent and terminating in that river :
- (L) An aqueduct or line or lines of pipes (No. 4G) wholly in the parish of Willesden in the county of Middlesex commencing by a junction with the aqueduct or line or lines of pipes (No. 4) above described at or near a point in the southern fence of the Midland and South Western Junction Railway distant about $38\frac{1}{2}$ chains measured along the said railway from the bridge carrying Dudden Hill otherwise Dudding Hill over the said railway and extending thence in a southerly direction for a distance of about 8 chains :
- (N) An equalising reservoir (Cricklewood reservoir) and pumping station wholly in the parish of Willesden aforesaid :
- (O) An aqueduct or line or lines of pipes (No. 5) commencing in the parish of Willesden aforesaid at or in the pumping station lastly above described and terminating in the parish of Hornsey in the county of Middlesex at and in the west side of the reservoir (Fortis Green reservoir) herein-after described :
- (P) An aqueduct or line or lines of pipes on the deposited plans and sections called "aqueduct or line or lines of pipes (No. 5c)" wholly in the parish of Hendon aforesaid commencing by a junction with the aqueduct or line or lines of pipes (No. 5) above described at a point about 16 chains north-eastward from the point (in the field numbered on the deposited plans relating to the said aqueduct or line or lines of pipes (No. 5) 27 in the parish of Hendon) referred to on the last-mentioned plans as "Junction of Aqueduct etc. No. 5B" and extending thence in a westerly direction for a distance of about 22 chains :
- (Q) A service reservoir (Fortis Green reservoir) with a pumping station at Fortis Green to be situate wholly in the parishes of Finchley and Hornsey aforesaid or one of them :
- (R) An aqueduct or line or lines of pipes (No. 6) wholly in the parish of Hornsey aforesaid commencing at or near the south-eastern corner of the service reservoir lastly above described and terminating at or near the centre of Priory Road.

5. Subject to the provisions of this Act the Company may upon the lands delineated on the deposited plans and described in the deposited books of reference and acquired by the Company from

Power to make subsidiary works and

A.D. 1897.
to divert
footpaths
&c.

time to time make and maintain all such cuts channels aqueducts culverts tunnels drains washout and other pipes sluices air valves gauges railways tramways approaches buildings engines machinery and appliances as may be necessary or convenient in connexion with the before-mentioned works or any of them.

For pro-
tection of
Staines
Reservoirs
Joint
Committee.

6. For the protection of the Staines Reservoirs Joint Committee (herein-after referred to as "the committee") the following provisions shall unless otherwise agreed between the committee and the Company have effect (that is to say):—

- (1) The aqueduct or line or lines of pipes No. 1 and the aqueduct or line or lines of pipes No. 2 and any works in connexion therewith respectively affecting the aqueduct or conduit No. 1 authorised by the Staines Reservoirs Act 1896 (herein-after referred to as "the Act of 1896") shall be constructed in accordance with plans sections and specifications to be previously submitted to and approved by the engineer for the time being of the committee and if the committee so require the said works shall be so constructed as that water shall be taken into them from the said aqueduct or conduit No. 1 authorised by the Act of 1896 at a single point only to be agreed between the engineers aforesaid:
- (2) The committee may at any time within three months after the passing of this Act under the hand of their secretary give notice in writing to the Company specifying which or what part or parts of any lands shown on the deposited plans and which the committee have power to enter upon take or use under the Act of 1896 the committee propose so to enter upon take and use for the purposes of the last-mentioned Act and the Company shall not purchase or acquire from the committee any lands specified in the said notice which the committee may reasonably desire to enter upon take or use but shall acquire only an easement in under or through the same for the purpose of effecting communication between the works above specified by this Act authorised and the said aqueduct or conduit No. 1 authorised by the Act of 1896:
- (3) The engineer of the New River Company or any person authorised by him in writing shall at all reasonable times have access to the gauges which the committee are by section 68 of the Act of 1896 required to provide and keep for the purpose of inspecting and examining such gauges and testing the accuracy and sufficiency thereof:
- (4) Any difference between the committee and the Company with reference to any matter in this section shall be determined by the standing arbitrator for the time being under the Act of

1896 in like manner as questions submitted to him under the provisions of that Act in order to be determined by him and section 21 of the Act of 1896 shall apply accordingly and the costs of the reference shall be paid as the standing arbitrator may direct.

A.D. 1897.

—

7.—(1.) Before commencing any works by this Act authorised in or under any part of any street or place in or under which part any main's pipes or other works (herein-after called "apparatus") of the East London Waterworks Company or of the Grand Junction Waterworks Company (herein-after referred to as "the protected company") are situate the Company shall from time to time deliver to the secretary or engineer of the protected company plans sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and descriptions shall be delivered to such secretary or engineer at least fourteen days before the commencement of any such work. If it should appear to the protected company or their engineer that such works will or may interfere with or endanger any of their apparatus or their supply of water they may give notice to the Company to lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus in such manner as the protected company or their engineer may consider necessary and to lay or place under any apparatus cement concrete or other like substances and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substances shall be settled by arbitration as herein-after provided and all such works shall be done and executed by and at the expense of the Company but to the satisfaction and under the superintendence of the engineer of the protected company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company and if the protected company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such works so require the protected company may by their own engineer or workmen do and execute such works so far but so far only as they involve the actual alteration of the position of or the temporary or permanent substitution of other apparatus for the apparatus of the protected company and the Company shall on the completion of the last-mentioned works pay to the protected company the reasonable expenses incurred by them in the execution thereof to be recovered against the Company in any court of competent jurisdiction.

For protection of East London and Grand Junction Waterworks Companies.

A.D. 1897.

(2.) In the event of such plans sections and descriptions so delivered to the protected company as aforesaid not being objected to within fourteen days the said works shall be executed in strict accordance therewith.

(3.) The protected company may if they deem fit employ watchmen or inspectors not exceeding two at any one time to watch and inspect the works whereby any apparatus of that company will be interfered with or affected during their construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the protected company to be recovered against the Company in any court of competent jurisdiction.

(4.) If any interruption in the supply of water by the protected company shall without the written authority of that company be in any way occasioned by the Company or by the act or acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the protected company for the use and benefit of that company a sum not exceeding fifty pounds for every day or part of a day during which such interruption shall continue such sum to be recovered against the Company in any court of competent jurisdiction.

(5.) The expense of all repairs or renewals of any apparatus of the protected company or any works in connexion therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any of them or rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of the works or at any time within two years after their completion shall be borne and paid by the Company and may be recovered against the Company in any court of competent jurisdiction.

(6.) The Company shall not supply any water from any of the pipes or works by this Act authorised in and within any part of the parishes of Hanworth Heston or Sunbury or on any other part of the Grand Junction Waterworks Company's statutory area except with the previous consent of that company.

(7.) If any difference shall arise with respect to any matter under this section between the Company and the protected company or their respective engineers the matter in difference shall be referred to and settled by an engineer to be agreed upon between the Company and the protected company or failing agreement by an engineer to be appointed on the application of either party by the president of the Institution of Civil Engineers.

8. For the protection of the South West Suburban Water Company (in this section called "the South West Company") be it enacted as follows (that is to say) :--

A.D. 1897.
—
For protection of
South West
Suburban
Water
Company.

(1) Before disturbing the surface of any part of any road or street in or under which part the pipes of the South West Company are laid the Company shall give to the South West Company three clear days notice of their intention to do so :

(2) If at any time during and by reason of the construction of the works authorised by this Act the mains service pipes or valves of the South West Company are damaged or injured or any interruption shall be occasioned in their water supply by or in consequence of the works or operations of the Company the Company shall be liable for and shall pay to the South West Company all loss damages costs charges and expenses so occasioned :

(3) The Company shall not without the previous consent in writing of the South West Company under their common seal supply water to any consumer either for domestic or any other purpose within the South West Company's limits for the supply of water as defined by section 4 of the South West Suburban Water Act 1883.

9. For the protection of the Gaslight and Coke Company (herein-after called "the gas company") the following provisions shall apply :--

For protection of
Gaslight
and Coke
Company.

(A) Before commencing any works by this Act authorised in or under any part of any street or place in or under which part any mains pipes or other works (herein-after called "apparatus") of the gas company are situate the Company shall from time to time deliver to the secretary or engineer of the gas company plans sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and descriptions shall be delivered to such secretary or engineer at least fourteen days before the commencement of any such work. If it should appear to the gas company or their engineer that such works will or may interfere with or endanger any of their apparatus or their supply of gas they may give notice to the Company to lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus in such manner as the gas company or their engineer may consider necessary and to lay or place under any apparatus cement concrete or other like substances and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substances shall

A.D. 1897.
—

be settled by arbitration as herein-after provided and all such works shall be done and executed by and at the expense of the Company but to the satisfaction and under the superintendence of the engineer of the gas company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company. And if the gas company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such works so require the gas company may by their own engineer or workmen do and execute such works so far only as they involve the actual alteration of the position of or the temporary or permanent substitution of other apparatus for the apparatus of the gas company and the Company shall on the completion of the last-mentioned works pay to the gas company the reasonable expenses incurred by them in the execution thereof to be recovered against the Company in any court of competent jurisdiction :

- (B) In the event of such plans sections and descriptions so delivered to the gas company as aforesaid not being objected to within fourteen days the said work shall be executed in strict accordance therewith :
- (c) The gas company may if they deem fit employ watchmen or inspectors not exceeding two at any one time to watch and inspect the works whereby any apparatus of that company will be interfered with or affected during their construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the gas company to be recovered against the Company in any court of competent jurisdiction :
- (D) If any interruption in the supply of gas by the gas company shall without the written authority of that company be in any way occasioned by the Company or by the act or acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the gas company for the use and benefit of that company a sum not exceeding ten pounds for every hour during which such interruption shall continue such sum to be recovered against the Company in any court of competent jurisdiction :
- (E) The expense of all repairs or renewals of any apparatus of the gas company or any works in connexion therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any of them

or rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of the works or at any time within three years after their completion shall be borne and paid by the Company and may be recovered against the Company in any court of competent jurisdiction :

- (F) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the gas company all costs losses damages and expenses which may be occasioned to the gas company or to any of their mains pipes syphons apparatus property works and conveniences (including any loss of gas or interruption in the supply of gas by the gas company and all injury or loss by explosion or otherwise) through by reason of or consequent on the execution user or failure of any of the intended works or through by reason of or consequent on any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others or by reason of or consequent on any subsidence caused by any works authorised by this Act to be done by the Company and the Company will effectually indemnify and hold harmless the gas company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission or subsidence or matter or thing aforesaid :
- (G) If any difference shall arise with respect to any matter under this section between the Company and the gas company or their respective engineers the matter in difference shall be referred to and settled by an engineer to be appointed on the application of either party by the Board of Trade.

10. In constructing and maintaining the works authorised by this Act where they will cross under or over the London and South Western Railway Company's Railway (herein-after called "the South Western Company" and "the South Western Railway" respectively) the Company shall be subject to the following conditions viz. :—

For protection of London and South Western Railway Company.

- (1) All works crossing or otherwise interfering with the South Western Railway shall be executed at the expense of the Company under the superintendence and to the reasonable satisfaction of the engineer of the South Western Company and according to plans and specifications to be previously submitted to such engineer and approved by him in writing Provided that if such engineer shall not have expressed his approval or disapproval of the said plans and specifications within one

A.D. 1897.

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 South Western Railway shall not be in anywise impeded or interfered with and such construction and maintenance shall be effected under the superintendence and to the satisfaction of the said engineer and in all things at the expense of the Company :
- (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 the maintenance thereof the South Western Railway or the works connected therewith shall be injured or the traffic thereon impeded the Company shall compensate the South Western Company for all costs to which that company may be put in repairing the said damage and in case of urgency the South Western Company shall be at liberty to enter on the lands of the Company and execute such works as may be necessary for the safety of the South Western Railway giving notice thereof to the Company and the Company shall repay to the South Western Company all costs and expenses in connexion therewith :
- (4) The Company shall also indemnify the South Western Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on their railway or by reason of any accident on the said railway which interruption or accident shall have been occasioned by the works acts or defaults of the Company or any of their contractors or their respective servants or workmen. In the event of the South Western Company desiring to carry out any widening or other work on the property now belonging to them the Company will pay the cost of any additional works together with the maintenance thereof they may require for the protection of their mains or works :
- (5) The Company shall not acquire any estate or interest in the lands and property of the South Western Company other than an easement or right of constructing or maintaining thereon the works by this Act authorised :
- (6) The amount to be paid for the acquisition of such easement shall be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement :
- (7) Any dispute or difference which may arise between the South Western Company and the Company with respect to the provisions of this section or in any way arising thereout or as

to any works affecting the South Western Railway shall be settled by arbitration by an engineer to be appointed by the president of the Institution of Civil Engineers on the application of the South Western Company and the Company or either of them and the Arbitration Act 1889 shall apply to such arbitration.

A.D. 1897.

11. The following provisions for the protection of the Hounslow and Metropolitan Railway Company (herein-after called "the Hounslow Company") and the Metropolitan District Railway Company (herein-after called "the District Company") shall unless otherwise agreed be in force and have effect and be binding on the Company:—

For protection of Hounslow and Metropolitan Railway Company and Metropolitan District Railway Company.

(1) In laying down and executing or in effecting the repairs and renewals of any mains pipes or other works upon across over under or in any way affecting the railway lands and works belonging to the Hounslow Company or the bridges approaches or level crossings of the Hounslow Company or repairable by the Hounslow Company or the District Company the same shall (except in cases of emergency) be done under the superintendence and to the satisfaction of the engineer of the District Company and only according to plans and sections submitted to and in such manner as shall previously be approved of by him (or in case of difference by the arbitrator to be appointed as herein-after provided) and in all things by and at the expense of the Company who shall also restore and make good the roads over any such bridges level crossings and approaches which the Hounslow Company or the District Company is or may be liable to maintain and which may be disturbed or interfered with by or owing to the operations of the Company and all such works matters and things shall be constructed executed and done so as not to cause any injury to such railway property works bridges level crossings or approaches or interruption to the passage or conduct of the traffic over such railway or at any station thereon:

(2) Should any such injury to the railway property works bridges level crossings or approaches arise from or be in any way owing to the acts operations matters and things aforesaid or the bursting leakage or failure of any such mains pipes or works under or near to the railway the Company shall make compensation in respect thereof to the District Company and the Hounslow Company the amount of such compensation to be recoverable from the Company as a debt:

(3) If by reason of the construction laying down user or maintenance of the said mains pipes or other works of the

A.D. 1897.

Company the traffic upon the railway shall be in any way impeded or interfered with the Company shall pay to the District Company by way of liquidated damages in addition to the costs and expenses herein-before mentioned the sum of twenty-five pounds for every hour during which such traffic shall be impeded or interfered with :

- (4) If any difference shall arise between the engineer of the Hounslow Company or the engineer of the District Company and the engineer of the Company concerning the said plans and sections or concerning the execution of the said works every such difference shall be settled by an umpire to be appointed by the two engineers or if they cannot agree upon an umpire then by an umpire to be appointed by the president of the Institution of Civil Engineers on the application of either party :
- (5) The Company shall acquire an easement only in and upon any works land and property of the Hounslow Company which may be necessary for laying down and maintaining the pipes and works by this Act authorised and the amount to be paid for the acquisition of such easement shall be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of land otherwise than by agreement.

For protection of Great Western Railway Company.

12. In constructing and maintaining the works authorised by this Act where they will cross under or over the Great Western Railway the Company shall be subject to the following conditions viz. :—

- (1) All works crossing or otherwise interfering with the Great Western Railway shall be executed at the expense of the Company under the superintendence and to the reasonable satisfaction of the engineer-in-chief of the Great Western Railway Company and according to plans and specifications to be previously submitted to such engineer and approved by him in writing Provided that if such engineer 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 Great Western Railway shall not be in any wise impeded or interfered with and such construction and maintenance shall be effected under the superintendence and to the satisfaction of the said engineer of the Great Western

Railway Company and in all things at the expense of the Company : A.D. 1897.

- (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 the maintenance thereof the Great Western Railway or the works connected therewith shall be injured or the traffic thereon impeded the Company shall compensate the Great Western Railway Company for all costs to which that Company may be put in repairing the said damage :
- (4) The Company shall also indemnify the Great Western Railway Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on their railway or by reason of any accident on the said railway which interruption or accident shall have been occasioned by the acts or defaults of the Company or any of their contractors or their respective servants or workmen :
- (5) The Company shall not acquire any estate or interest in the lands and property of the Great Western Railway Company other than an easement or right of constructing or maintaining thereon the works by this Act authorised :
- (6) The amount to be paid for the acquisition of such easement shall be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement :
- (7) If the Bill promoted by the Great Western Railway Company in the present session of Parliament and of which the short title is "Great Western Railway (Additional Powers) Bill" should pass into a law and the Railways No. 1 and No. 2 thereby proposed to be authorised or either of those railways should be sanctioned the powers which are or may be conferred upon the Company and the Great Western Railway Company respectively for the compulsory purchase of lands for (as regards the Company) the aqueduct or line or lines of pipes No. 4 by this Act authorised or (as regards the Great Western Railway Company) the said Railways No. 1 and No. 2 or either of them shall be exercised in each case as regards any lands which each of the companies may be authorised to purchase by such one only of the said companies as they may agree in writing or as in case of difference may be determined by an arbitrator as herein-after provided the company exercising the powers of compulsory purchase in each case granting to the other company an unconditional easement or right of carrying their authorised works through and as the case may be under or over the land purchased and any works thereon of the purchasing company :

A.D. 1897.

(8) Any dispute or difference which may arise between the Great Western Railway Company and the Company with respect to the provisions of this section or in any way arising thereout or as to any works affecting the Great Western Railway shall be settled by arbitration by an engineer to be appointed by the president of the Institution of Civil Engineers on the application of the Great Western Railway Company and the Company or either of them and the Arbitration Act 1889 shall apply to such arbitration.

For protection of London and North Western Railway Company.

13. The following provisions for the protection of the London and North Western Railway Company (herein-after referred to as "the North Western Company") shall unless otherwise agreed between the North Western Company and the Company have full force and be binding upon the Company:—

(1) The aqueduct or line or lines of pipes (No. 4) shall be carried over under or across the railway works and property of the North Western Company according to such lines within the limits of deviation as shown on the deposited plans and according to such levels as may be reasonably required by the principal engineer of the North Western Company (herein-after referred to as "the said principal engineer") and so as to allow of the future extension in a direct line of the piers of the railway viaduct of the North Western Company over the River Brent for a distance of forty feet in a north-easterly direction and in so carrying the said aqueduct or line or lines of pipes (No. 4) across the said railway works and property of the North Western Company 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 in close proximity to or in any way affecting the said railway or any lands or property belonging to or used or occupied by the North Western Company as also in affecting the maintenance repairs and renewals of the said aqueduct or line or lines of pipes or other works the same shall be done under the superintendence and to the reasonable satisfaction of the said principal engineer and before commencing any such works the Company shall deliver to the said principal engineer plans and sections and specifications of the works proposed to be executed and such plans sections and specifications shall be delivered at least twenty-eight days before the commencement of any such work and if at the expiration of twenty-eight days from such delivery the plans sections and specifications shall not be approved by the said principal engineer there shall be deemed to be a difference and such difference shall unless otherwise

agreed be settled by arbitration in manner herein-after mentioned and all such works shall be executed by and in all things at the expense of the Company and so as not to cause any avoidable injury to the said railway or works lands or property or interruption to the passage or conduct of the traffic over the said railway and if any injury shall arise to the said railway works lands or property or interruption to such traffic the Company shall make full compensation to the North Western Company in respect of such injury or interruption the amount of such compensation to be recoverable by the North Western Company from the Company as a debt:

- (2) The Company shall from time to time construct when required by the North Western Company round so much of the said aqueduct or line or lines of pipes (No. 4) as shall be situate underground and under the railway lands or property of that company a walled passage or culvert of such materials dimensions quality and thickness as the said principal engineer shall in writing reasonably approve and so as to admit of the said aqueduct or line or lines of pipes being laid therein and of access being obtained thereto for the purpose of repairing and renewing the said aqueduct or line or lines of pipes without interfering with or disturbing the said railway works or property of the North Western Company and of sufficient strength and materials as will allow of the North Western Company widening or extending their railway or sidings or executing any other works or constructing any buildings upon any portion of their property to be crossed by the said walled passage or culvert:
- (3) The Company shall at all times maintain the said walled passage or culvert and the aqueduct or line or lines of pipes laid therein and all other works in connexion therewith where the same are carried over under or across the railway works or property of the North Western Company in substantial repair and good order and condition to the reasonable satisfaction of the said principal engineer and if and whenever the Company fail so to do the North Western Company may make and do in and upon as well the lands and works of the Company as on their own lands and works all such works and things as may be reasonably requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of payment may be recovered from the Company in any court of competent jurisdiction:

A.D. 1897.

- (4) The Company shall not execute any of the subsidiary works described in the section of this Act of which the marginal note is "Power to make subsidiary works and to divert footpaths &c." except one washout pipe from the aqueduct No. 4 to the River Brent at a point to be agreed upon at or near to the viaduct of the North Western Company over the said river under over or across the railway works or property of the North Western Company without the consent in writing of that company first had and obtained :
- (5) The Company shall not construct more than two manholes side entrances or other work of a like description in connexion with the said aqueduct or line or lines of pipes where the same crosses over or under the railway works or property of the North Western Company the position of such manholes to be subject to the approval of the said principal engineer the Company to have access thereto at such times as shall be reasonably agreed to by the said principal engineer Provided always that if at any time hereafter the North Western Company shall find it necessary to alter the position of any such manhole or side entrance they shall be at liberty to remove the same to such a point as may be agreed upon between the respective engineers of the Company and the North Western Company but in all respects at the cost of the Company :
- (6) Notwithstanding anything in this Act contained if any injury or interruption as aforesaid shall arise from or in any way be owing to any of the acts works operations and matters aforesaid or the leakage of the said aqueduct or line or lines of pipes (No. 4) or other works under or near to the railway works or property of the North Western Company the Company shall make compensation to the North Western Company in respect thereof the amount of such compensation unless agreed upon to be determined by arbitration in the manner herein-after provided :
- (7) The Company shall bear and on demand pay to the North Western Company the reasonable expense of the employment by them during the making or maintaining of the aqueduct or line or lines of pipes (No. 4) by this Act authorised across their said railway works and property of a sufficient number of inspectors signalmen or watchmen for watching the said railway and works and the conduct of the traffic thereon with reference to and during the execution and maintenance of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the

operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise :

(8) The Company shall acquire only such an easement across over or under the North Western railway works and property as may be necessary for constructing or maintaining the aqueduct or line or lines of pipes (No. 4) hereby authorised and the manholes as provided for in sub-section 5 of this section in the manner herein-before provided for and shall pay to the Company for such easement to be acquired by them such sum either annual or otherwise as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Acts with respect to the acquisition of lands otherwise than by agreement and the easement so to be taken shall be deemed to be lands so far as respects the proceedings for the acquisition thereof and also for the purpose of such arbitration :

(9) Except as in this section otherwise provided any dispute or difference which may arise between the North Western Company and the Company with reference to the provisions of this section or in anywise arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other fit person to be appointed by the president of the Institution of Civil Engineers on the application of either the North Western Company or the Company and the Arbitration Act 1889 shall apply to such arbitration.

14. In constructing and maintaining the works authorised by this Act where they will cross under or over the Midland Railway the Company shall be subject to the following conditions viz. :—

For protection of Midland Railway Company.

(1) All works crossing or otherwise interfering with the Midland Railway shall be executed at the expense of the Company under the superintendence and to the reasonable satisfaction of the engineer in chief of the Midland Railway Company and according to plans and specifications to be previously submitted to such engineer and approved by him in writing Provided that if such engineer 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 proposed aqueducts No. 4 and No. 5 shall respectively be passed under the Midland Railway by means of a tunnel of such form and description and to be constructed in such manner as shall be reasonably required by the said engineer :

A.D. 1897.

- (3) The works shall be constructed and maintained so that the traffic upon the Midland Railway shall not be in anywise impeded or interfered with and such construction and maintenance shall be effected under the superintendence and to the reasonable satisfaction of the engineer of the Midland Railway Company and in all things at the expense of the Company :
- (4) If by reason of the construction or maintenance of the works or any of them or the failure of any of the works or the maintenance thereof the Midland Railway or the works connected therewith shall be injured or the traffic thereon impeded the Company shall compensate the Midland Railway Company for all costs to which that company may be put in repairing the said damage :
- (5) The Company shall bear and on demand pay to the Midland Railway Company the expense of the employment by that company during the execution of any work affecting any railway siding or other work of that company of a sufficient number of inspectors watchmen and signalmen to be appointed by that company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise :
- (6) The Company shall also indemnify the Midland Railway Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on their railway or by reason of any accident on the said railway which interruption or accident shall have been occasioned by the acts or defaults of the Company or any of their contractors or their respective servants or workmen :
- (7) The Company shall not acquire any estate or interest in the lands and property of the Midland Railway Company other than an easement or right of constructing or maintaining thereon the works by this Act authorised :
- (8) The amount to be paid for the acquisition of such easement shall be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement :
- (9) Any dispute or difference which may arise between the Midland Railway Company and the Company with respect to the provisions of this section or in any way arising thereout

or as to any works affecting the Midland Railway shall be settled by arbitration by an engineer to be appointed by the president of the Institution of Civil Engineers on the application of the Midland Railway Company and the Company or either of them and the Arbitration Act 1889 shall apply to such arbitration.

A.D. 1897.

15. In constructing and maintaining the works authorised by this Act where they will cross under or over the Great Northern Railway the Company shall be subject to the following conditions viz. :—

For protection of Great Northern Railway Company.

- (1) All works crossing or otherwise interfering with the Great Northern Railway shall be executed at the expense of the Company under the superintendence and to the reasonable satisfaction of the engineer-in-chief of the Great Northern Railway Company and according to plans and specifications to be previously submitted to such engineer and approved by him in writing. Provided that if such engineer 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 Great Northern Railway shall not be in anywise impeded or interfered with and such construction and maintenance shall be effected under the superintendence and to the satisfaction of the said engineer of the Great Northern Railway Company and in all things at the expense of the Company :
- (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 the maintenance thereof the Great Northern Railway or the works connected therewith shall be injured or the traffic thereon impeded the Company shall compensate the Great Northern Railway Company for all costs to which that company may be put in repairing the said damage :
- (4) The Company shall also indemnify the Great Northern Railway Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on their railway or by reason of any accident on the said railway which interruption or accident shall have been occasioned by the acts or defaults of the Company or any of their contractors or their respective servants or workmen :

A.D. 1897.

- (5) The Company shall not acquire any estate or interest in the lands and property of the Great Northern Railway Company other than an easement or right of constructing or maintaining thereon the works by this Act authorised :
- (6) The amount to be paid for the acquisition of such easement shall be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement :
- (7) Any dispute or difference which may arise between the Great Northern Railway Company and the Company with respect to the provisions of this section or in any way arising thereout or as to any works affecting the Great Northern Railway shall be settled by arbitration by an engineer to be appointed by the president of the Institution of Civil Engineers on the application of the Great Northern Railway Company and the Company or either of them and the Arbitration Act 1889 shall apply to such arbitration.

For protection of Metropolitan Railway Company.

16. Whereas in the laying down and maintaining of the said aqueduct or line or lines of pipes (No. 4) the land and railway of the Metropolitan Railway Company (herein-after called "the railway company") will or may be occupied and interfered with and it is necessary for the proper protection thereof that the following provisions shall have effect Be it enacted as follows (that is to say) :—

- (1) Before commencing any work by this Act authorised within five yards of any of the land and railway of the railway company the Company shall deliver to the railway company plans sections and drawings of the works proposed to be executed with specifications in writing describing the proposed manner of executing the same and such plans drawings and specifications shall be so delivered at least twenty-eight days before the commencement of any such work on the land of the railway company and if at the expiration of twenty-eight days from such delivery the plans sections drawings and specifications shall not be approved by the engineer-in-chief for the time being of the railway company there shall be deemed to be a difference and such difference shall unless otherwise agreed be settled by arbitration in manner hereafter mentioned :
- (2) In the event of the plans sections drawings and specifications being agreed by the railway engineer the said works shall be executed and for the purposes of this section and maintenance and repair hereafter shall be considered as included in the requirements as to the execution of the said works in strict

accordance therewith and under the superintendence and to the satisfaction of the railway engineer :

- (3) If any difference shall arise between the railway company and the Company concerning the execution of the said plans drawings and specifications or concerning the execution of the said works every such difference shall (unless otherwise agreed) be also settled by arbitration as hereafter provided :
- (4) The said works shall be so executed and maintained that the traffic upon the railway shall not at any time be in anywise impeded or interfered with and if from any cause the said works shall fall into such condition as to damage or injure the lands or railway or endanger the traffic thereon or impede or interfere with the use of the railway the railway company may repair or in case of abandonment remove the said works and may from time to time recover on demand from the Company all reasonable costs and expenses from time to time incurred by the railway company about such repairs or removals :
- (5) The railway company may if they deem fit employ watchmen or inspectors to watch and inspect the works during their construction, repair, renewal or removal in, under, over or upon the land and railway belonging to them respectively or within five yards on either side thereof and the wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the railway company :
- (6) If by reason of the exercise of the power to execute or maintain the said works the traffic upon the railway shall at any time hereafter be impeded the Company shall pay to the railway company by way of liquidated damages in addition to the costs and expenses herein-before mentioned twenty-five pounds for every hour such traffic shall be impeded :
- (7) In no case shall any work under the land or railway of the railway company or within five yards on either side thereof be constructed within three feet of the upper surface of the railway and the Company shall so lay out and construct the works in or on the land of the railway company so as not to interfere with the laying down at any future time of an additional line or lines of railway thereon :
- (8) The Company shall at all times hereafter indemnify the railway company for any damage or compensation which may be recovered against them by reason of any interruption of the traffic by reason of any accident thereon or by reason of any injury or damage to the land, railway works or property of the railway company occasioned by the acts, omissions or faults of the Company by reason of the exercise of the powers of this Act :

A.D. 1897.

- (9) The Company shall acquire an easement only in or upon the land and property of the railway company which may be necessary for constructing or maintaining the pipes by this Act authorised to be laid thereon or thereunder or otherwise :
- (10) The amount to be paid for such easement on or under the land railway or property of the railway company shall unless otherwise agreed be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of land otherwise than by agreement :
- (11) In case of any dispute or difference arising between the railway company and the Company under the provisions of this section (not otherwise provided to be settled) the same shall be referred to an arbitrator on the application of the railway company and the Company or either of them in accordance with the provisions of the Arbitration Act 1889.

For protection of
Ealing and
South
Harrow
Railway
Company.

17. The following provisions for the protection of the Ealing and South Harrow Railway Company (herein-after called "the Ealing Company") shall unless otherwise agreed be in force and have effect and be binding on the Company :--

- (1) In laying down and executing or in effecting the repairs and renewals of any aqueducts mains pipes or other works upon or across over under or in any way affecting the railway lands and works belonging to the Ealing Company or upon which the railway of the Ealing Company will be constructed or the bridges approaches or level crossings of the Ealing Company the same shall (except in cases of emergency) be done under the superintendence and to the satisfaction of the engineer of the Ealing Company and only according to plans and sections submitted to and in such manner as shall previously be approved of by him (or in case of difference by the arbitrator to be appointed as herein-after provided) and in all things by and at the expense of the Company who shall restore and make good the roads over or under any such bridges level crossings and approaches which the Ealing Company is or may be liable to maintain and which may be disturbed or interfered with by or owing to the operations of the Company and all such works matters and things shall be constructed executed and done so as not to cause any injury to such railway property works bridges level crossings or approaches or interruption to the passage or conduct of the traffic over such railway or at any station thereon :
- (2) Should any such injury to the railway property works bridges level crossings or approaches arise from or be in any way owing to the acts operations matters and things aforesaid or

the bursting leakage or failure of any such mains pipes or works under or near to the railway the Company shall make compensation in respect thereof to the Ealing Company the amount of such compensation together with full costs to be recoverable from the Company by all and the same means as any simple contract debt is recoverable :

- (3) If by reason of the construction laying down user or maintenance of the said aqueducts mains pipes or other works of the Company the traffic upon the railway shall be in any way impeded or interfered with the Company shall pay to the Ealing Company by way of liquidated damages in addition to the costs and expenses herein-before mentioned the sum of twenty-five pounds for every hour during which such traffic shall be impeded or interfered with :
- (4) The powers of the Company and the Ealing and South Harrow Railway Company (in this section called "the Ealing Company") respectively for the compulsory purchase of lands for (as regards the Company) the aqueduct or line or lines of pipes No. 4 by this Act authorised or (as regards the Ealing Company) the Railway No. 3 authorised by the Ealing and South Harrow Railway Act 1894 or any Act amending or extending the same shall be exercised in each case as regards any lands which each of the companies may be authorised to purchase by such one only of the said companies as they may agree in writing or as in case of difference may be determined by an arbitrator as herein-after provided the company exercising the powers of compulsory purchase in each case granting to the other company an unconditional easement or right of carrying their authorised works through and as the case may be under or over the land purchased and any works thereon of the purchasing company :
- (5) Any difference which may arise between the Company and the Ealing Company with respect to the provisions of this section or in any way arising thereout (including any difference as to the payment to be made by either company to the other in respect of any such easement as above mentioned) shall be settled by arbitration by an engineer to be appointed by the president of the Institution of Civil Engineers on the application of either company and the Arbitration Act 1889 shall apply to such arbitration.

18. In constructing and maintaining the works authorised by this Act where they will cross under or over the lands and works of the Manchester Sheffield and Lincolnshire Railway Company

For protection of Manchester Sheffield and

A.D. 1897. (herein-after called "the Sheffield Company") the Company shall be subject to the following conditions viz. :—

Lincolnshire
Railway
Company.

- (1) All works crossing or otherwise interfering with the lands of the Sheffield Company shall be carried out in the line shown upon a plan signed by Sir Douglas Fox on behalf of the Sheffield Company and Joseph Francis on behalf of the Company and shall be executed under the superintendence and to the reasonable satisfaction of the engineer-in-chief of the Sheffield Company and according to plans and specifications to be previously submitted to such engineer and approved by him in writing. Provided that if such engineer shall not have expressed his approval or disapproval of the said plans and specifications within fourteen days 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 use of the lands of the Sheffield Company for the purposes of their undertaking shall not be in anywise impeded or interfered with further or otherwise than is by this section provided and such construction and maintenance shall be effected under the superintendence and to the satisfaction of the said engineer of the Sheffield Company and in all things at the expense of the Company :
- (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 the maintenance thereof the Sheffield Company's railway or the works connected therewith shall be injured or the traffic thereon impeded the Company shall compensate the Sheffield Company for all costs to which that company may be put in repairing the said damage or in consequence of such failure and the Sheffield Company may from time to time recover such damage and compensation from the Company in any court of competent jurisdiction :
- (4) The Company shall not acquire any estate or interest in the lands and property of the Sheffield Company other than an easement or right of constructing or maintaining thereon the works by this Act authorised :
- (5) The amount to be paid for the acquisition of such easement shall be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement :
- (6) Where Aqueduct No. 4 crosses the lands of the Sheffield Company in the parish of Willesden on the deposited plan the said aqueduct shall be enclosed in a culvert of sufficient size

to allow of all necessary inspection repairs and removal being performed without opening up the surface of the ground and the said culvert shall be of sufficient strength to carry any buildings and works which may be erected thereon and any other appliances of the railway Provided that if the said culvert has been constructed according to plans and sections previously approved by the engineer of the Manchester Sheffield and Lincolnshire Railway as herein-before provided the said culvert shall be deemed to be of sufficient strength and thenceforth the Company shall cease to have access to the surface of such lands and such portions of the same for purposes of inspection repair and removal :

A.D. 1897.

(7) In case the Sheffield Company shall require to commence the erection of their proposed engine sheds and works before the Company shall have constructed or commenced to construct the works by this Act authorised under or across the lands and property of the Sheffield Company the Sheffield Company may give notice in writing to the Company of such their intention and require the Company to forthwith commence construct and complete within a reasonable period to be defined in the said notice (subject however in case of difference as to the reasonableness of the period so defined to the same being settled by arbitration as herein-after provided) the culvert herein-before provided for and in case the Company shall within one month from the service of the said notice on the Company neglect or refuse to proceed with the construction of the said works in accordance with the terms of the said notice the Sheffield Company may with their own contractors and workmen forthwith proceed to construct and execute the said culvert on the line shown on the aforesaid plan and thenceforth the Company shall cease to have any right of access to or use of the surface of the lands of the Sheffield Company over the said culvert but shall use the said culvert only for their aqueduct through the said lands and the Sheffield Company may from time to time recover as a debt all costs and expenses incurred by them in the matter aforesaid in any court of competent jurisdiction :

(8) Any dispute or difference which may arise between the Sheffield Company and the Company with respect to the provisions of this section or in any way arising thereout or as to any works affecting the Sheffield Company's railway shall be settled by arbitration by an engineer to be appointed by the president of the Institution of Civil Engineers on the application of the Sheffield Company and the Company or either of them and the Arbitration Act 1889 shall apply to such arbitration.

A.D. 1897.

For pro-
tection of
Grand
Junction
Canal
Company.

19. The following provisions for the protection of the proprietors of the Grand Junction Canal (herein-after called "the canal company") shall unless otherwise agreed between the Company and the canal company apply and have effect (that is to say):—

- (1) The aqueduct or line or lines of pipes (No. 4) by this Act authorised (in this section called "the said aqueduct") shall be carried under the main line of the Grand Junction Canal (herein-after called "the canal") in the parish of Norwood in the county of Middlesex and under the Paddington arm of the canal in the parish of Wembley in the said county so that no part of the said aqueduct or any works in connexion therewith where passing under the canal and towing-paths or through the property of the canal company shall be less than ten feet below the weir level of the canal at the respective points of crossing :
- (2) The Company shall not acquire any land or property of the canal company but shall only acquire such an easement in or under the same as may be required for laying and maintaining the said aqueduct in accordance with the provisions of this section :
- (3) All the works of the Company so far as situate in or under or otherwise affecting the canal towing-paths and property of the canal company shall be constructed and for ever thereafter maintained in good and substantial repair by and at the expense of the Company and the said aqueduct and works connected therewith and all future repairs thereof shall be constructed laid down and executed under the superintendence and to the reasonable satisfaction of the engineer of the canal company and according to plans and sections previously approved by such engineer whose reasonable expenses in connexion with such superintendence and approval shall be paid by the Company :
- (4) In constructing or laying down the said aqueduct and works connected therewith or in executing any repairs alterations or renewals thereof the Company shall not without the consent in writing of the canal company cut into or interfere with the canal or the banks or puddle walls thereof or the towing-paths of the canal and all such works shall be executed so as not to cause any leakage or loss of water from the canal or any injury to the canal towing-paths or property of the canal company or any interruption to or interference with the passage of traffic along the canal or towing-paths :
- (5) If in the construction laying down maintenance repair or renewal of any of the works of the Company or by reason or in consequence of the failure or want of repair thereof any damage

to the canal or works thereof or to any towing-path or property of the canal company or any interruption to or interference with the navigation of the canal or the passage of traffic along the towing-paths or any leakage or loss of water from the canal shall be at any time occasioned contrary to the provisions of this section the Company shall forthwith restore the said canal and works thereof and towing-paths and property of the canal company to the same state and condition as before the happening of such damage and remove the cause of such interruption or interference and prevent such leakage or loss of water (as the case may be) under such superintendence and to such reasonable satisfaction as aforesaid and in their default it shall be lawful for the canal company to do the same and to recover the expense of so doing from the Company in any court of competent jurisdiction :

(6) If at any time in the construction laying down maintenance repair or renewal of any of the works of the Company or by reason or in consequence of the failure or want of repair thereof the water of the canal shall leak or escape or run to waste from the canal except with the consent of the canal company or if the navigation of the canal or the passage along the towing-paths thereof shall be interrupted or interfered with except with the consent of the canal company the Company shall after notice thereof given to the Company by the canal company pay to the canal company as and by way of liquidated damages the sum of twenty shillings for every reasonably estimated one thousand cubic feet of water which shall have so leaked escaped or run to waste and in the same proportion for any greater or less quantity and in like manner the sum of ten pounds for every hour during which such interruption or interference shall continue after notice thereof or if such interruption or interference shall continue for more than seventy-two consecutive hours after such notice or shall be caused by any wilful act neglect or omission of the Company or their agents contractors servants or workmen then the sum of twenty pounds for every hour during which such interruption or interference shall continue but nothing herein contained shall prevent the canal company from recovering from the Company beyond the amount of such liquidated damages any special damages that may be sustained by them and the canal company may sue for and recover such liquidated and special damages in any court of competent jurisdiction :

(7) If any difference shall arise between the Company and the canal company or between their respective engineers as to any

A.D. 1897.

plans or sections or as to the mode of executing any work such difference shall be settled by an engineer to be agreed upon or to be appointed on the application of either party by the Board of Trade.

For protection of Brent feeder.

20. Whereas the aqueduct or line or lines of pipes (No. 4) by this Act authorised (in this section called "the said aqueduct") is intended to be carried under certain lands numbered on the deposited plans 11A in the parish of Willesden and used as a feeder from the Brent reservoir for the supply of the Paddington long level of the Grand Junction Canal and of the Regent's Canal Now therefore the following provisions for the protection of the said feeder shall unless otherwise agreed between the Company and the Company of Proprietors of the Grand Junction Canal and the North Metropolitan Railway and Canal Company (herein-after referred to as "the two canal companies") apply and have effect (that is to say):—

- (1) The said aqueduct shall be carried under the said feeder so that no part of the said aqueduct or any works in connexion therewith shall where passing under the feeder or through the property of the two canal companies or either of them be less than three feet below the present bed of the feeder at the point of crossing:
- (2) The Company shall not acquire any land or property of the two canal companies or either of them but shall only acquire such an easement in or under the same as may be required for laying and maintaining the said aqueduct in accordance with the provisions of this section:
- (3) All the works of the Company so far as situate in or under or otherwise affecting the feeder and property of the two canal companies or either of them shall be constructed and for ever thereafter maintained in good and substantial repair by and at the expense of the Company and the said aqueduct and works connected therewith and all future repairs thereof shall be constructed laid down and executed under the superintendence and to the reasonable satisfaction of the engineer of the North Metropolitan Railway and Canal Company and according to plans sections and specifications previously approved by such engineer whose reasonable expenses in connexion with such superintendence and approval shall be paid by the Company:
- (4) If in constructing or laying down the said aqueduct and works connected therewith or in executing any repairs alterations or renewals thereof the Company cut into or interfere with the feeder or the banks thereof all such works shall be executed so as not to cause any leakage or loss of

water from the feeder or any injury to the feeder or property of the two canal companies or either of them or any interruption to or interference with the access to and along the feeder for the purpose of maintaining and cleansing the same : A.D. 1897.

(5) If in the construction laying down maintenance repair or renewal of any of the works of the Company or by reason or in consequence of the failure or want of repair thereof any injury to the feeder or property of the two canal companies or either of them or any interruption to or interference with access to and along the feeder or any leakage or loss of water from the feeder shall be at any time occasioned contrary to the provisions of this section the Company shall forthwith restore the feeder and property of the canal company to the same state and condition as before the happening of such damage and remove the cause of such interruption or interference and prevent such leakage or loss of water (as the case may be) under such superintendence and to such reasonable satisfaction as aforesaid and in their default it shall be lawful for the two canal companies or either of them to do the same and to recover the expense of so doing from the Company in any court of competent jurisdiction :

(6) If at any time in the construction laying down maintenance repair or renewal of any of the works of the Company or by reason or in consequence of the failure or want of repair thereof the water of the feeder shall leak or escape or run to waste except with the consent of the canal companies or if the access to or along the feeder shall be interrupted or interfered with except with the consent of the canal companies the Company shall after notice thereof given to the Company by the two canal companies or either of them pay to the canal company as and by way of liquidated damages the sum of twenty shillings for every reasonably estimated one thousand feet of water which shall have so leaked escaped or run to waste and in the same proportion for any greater or less quantity and in like manner the sum of ten pounds for every hour during which such interruption or interference shall continue after notice thereof or if such interruption or interference shall continue for more than seventy-two consecutive hours after such notice or shall be caused by any wilful act neglect or omission of the Company or their agents contractors servants or workmen then the sum of twenty pounds for every hour during which such interruption or interference shall so continue but nothing herein contained shall prevent the two canal companies or either of them from

A.D. 1897.

recovering from the Company beyond the amount of such liquidated damages any special damages that may be sustained by them :

- (7) If any difference shall arise between the Company and the two canal companies or either of them or between their respective engineers as to any plans sections or specifications or as to the mode of executing any work such difference shall be settled by an engineer to be agreed upon or to be appointed on the application of either party by the Board of Trade.

For protection of Middlesex main roads and county bridges.

21. The Company shall execute the works by this Act authorised so far as the same affect any bridges or main roads which the County Council of Middlesex (in this section called "the county council") are bound to maintain or to repair and so far also as they affect any roads or bridges which the county council may contribute to maintain or to repair and the approaches to any such bridges respectively and the roads over any such bridges respectively subject to the following conditions :—

- (A) Any such works as aforesaid shall be executed to the reasonable satisfaction of the surveyor of Middlesex county bridges and in accordance with plans and drawings approved by him before the commencement of the work Provided that if the said surveyor shall fail to signify to the Company his approval disapproval or requirements with respect to any such plans and drawings within fourteen days after the same have been delivered to him he shall be deemed to have approved the same and the reasonable charges of the said surveyor incident to such approval shall be paid by the Company :
- (B) The Company in the execution of any such works as aforesaid shall not cause any unnecessary obstruction to the passage or conduct of the traffic over the said bridges respectively or the approaches to or roads over the same or over or along any main or contributory roads and shall cause as little detriment and do as little damage as possible to the said bridges approaches or roads respectively and shall and will at their own expense in a proper and workmanlike manner and to the satisfaction of the said surveyor make good all damage injury and disturbance whatsoever which shall happen or arise to the said bridges approaches or roads by reason or in consequence of the laying and placing of any pipes or of executing or performing any such works as aforesaid or any of them or for or by reason of the non-repair or neglect on the part of the Company to repair the said works as aforesaid or otherwise howsoever by reason of or incident to the execution of any works by this Act authorised :

(c) If the Company shall neglect or refuse to make good all such damage injury and disturbance as aforesaid then it shall be lawful for the county council to do all works necessary for making good all such damage injury or disturbance and the Company shall make full compensation to the county council for all damage caused or done to any such bridge approach road over the same or to any main or contributory road as aforesaid and shall also bear and pay all reasonable costs charges and expenses caused or occasioned by such neglect or refusal as aforesaid :

A.D. 1897.

(D) The Company shall during the progress and until the completion of so much of the said works as affect any such bridges or roads as aforesaid make and carry into effect such arrangements for lighting and watching the portions of the bridges and roads interfered with and also the works themselves as may be necessary to prevent damage or accident to persons and vehicles using the said bridges and roads :

(E) If any difference arise between the Company and the county council or the surveyor of Middlesex county bridges touching this section or anything to be done or not to be done thereunder or any money to be paid thereunder the same shall be determined by an engineer arbitrator to be appointed (unless agreed on) by the president of the Institution of Civil Engineers on the application of either of the parties.

22. The Company shall not permanently stop up any public highway or footway in the county of Middlesex nor shall they temporarily stop up any such highway or footway unless and until they shall have provided a substituted road or footway as the case may be to the reasonable satisfaction of the surveyor of the local authority responsible for the maintenance and repair of the highways or footways affected.

As to stopping up highways or footways in Middlesex.

23. Where any new road has been constructed by the Company under the authority of this Act in substitution for an existing public road or any part of such road the new road shall be maintained in repair by and at the cost of the Company for twelve months after its completion 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 from and after the expiration of the said period of twelve months such new road shall be maintained in repair by and at the expense of the highway authority or person by whom or at whose expense the former road was repairable.

Maintenance of substituted roads.

A.D. 1897.

For benefit
and pro-
tection of
Southall
Norwood
Urban
District
Council.

24. For the benefit and protection of the Southall Norwood Urban District Council (in this section called "the district council") the following provisions shall have effect:—

- (1) The Company in carrying out the works by this Act authorised shall not in any way interfere with any sewers or drains belonging to the district council unless and until plans of such works so far as they affect the said sewers and drains have been submitted to and approved by the district council or sanctioned by an arbitrator as herein-after provided and such works shall be carried out in manner required by and to the reasonable satisfaction and under the superintendence of the surveyor of the district council :
- (2) The Company shall reinstate and make good and put into as complete a state of repair as they now are all the pipes drains sewers roads ways and footpaths vested in the district council which may be damaged or injured by reason of any of the works by this Act authorised and shall also for the period of twelve months after completion of such of the said works as affect any such road way or footpath make good and repair to the satisfaction of the surveyor of the district council any sinking or subsidence of such road way or footpath caused by the execution of the said works :
- (3) The Company shall also to the like satisfaction of the said surveyor make good and repair any damage which they may cause to the roads ways and footpaths of the district council whether the Company's works shall have been made along them or not by reason of any extra traffic occasioned by any of the works by this Act authorised and this provision shall extend and apply not only to damage caused by extra traffic but also to any damage caused by the Company using any such road way or footpath for depositing materials from their trenches :
- (4) No footpaths pipes drains sewers streams or watercourses in the district of the district council shall be diverted altered or stopped up without the previous written consent of the district council which consent shall not be unreasonably withheld :
- (5) The Company shall in respect of the works by this Act authorised be responsible for and shall make good to the district council all costs losses damages or expenses to which they may at any time hereafter be put or sustain by reason of any act of negligence or omission of the Company or of any of their contractors agents workmen or servants or of any person in their employ or in the employ of their contractors or agents

and the Company shall and will effectually indemnify the district council from and against all such claims and demands: A.D. 1897.

- (6) If any difference shall arise with respect to any matter under this section between the Company and the district council or their respective engineers or as to whether such consent as aforesaid is unreasonably withheld the matter in difference shall be referred to and settled by an engineer to be agreed upon between the Company and the district council or failing agreement by an engineer to be appointed on the application of either party by the president of the Institution of Civil Engineers.

25. For the protection of the Greenford Urban District Council (herein-after called "the district council") the following provisions shall (unless otherwise agreed) have effect and be binding on the Company (that is to say):— For protection of Greenford Urban District Council.

- (1) The Company shall not permanently or temporarily stop up or interfere with any public highway road or footway or any drain sewer or watercourse within the district of the district council unless and until they have provided a substituted road or footway or drain sewer or watercourse as the case may be to the reasonable satisfaction of the surveyor of the district council and the Company shall not in the execution of the works 4c and 4d cause any unnecessary obstruction to the passage or conduct of the traffic upon any highway road or footway interfered with but not permanently or temporarily stopped up by them:

- (2) All works in any way connected with or affecting any highways roads or footways or drains sewers or watercourses shall be executed at the cost in all things of the Company and they shall also make good all damage done by the execution of any of the said works all to the reasonable satisfaction of the surveyor of the district council:

- (3) If any difference arises between the Company and the district council relating to this section as to anything to be done or not to be done thereunder the same shall be determined by an engineer to be appointed (unless agreed on) by the president of the Institution of Civil Engineers on the application by either of the parties.

26. For the protection of the Wembley Urban District Council (in this section called "the district council") the following provisions shall have effect (that is to say):— For protection of Wembley Urban District Council.

- (1) If in the course of executing the works by this Act authorised the Company shall break up or interfere with any road vested in or maintained by the district council or any of the culverts

A.D. 1897.

or works belonging thereto they shall make good all damage done by them to such road or works to the reasonable satisfaction of the surveyor of the district council (herein-after called "the surveyor"):

- (2) In every case where any of the works by this Act authorised will cross or interfere with any existing sewer of the district council the Company shall bear the cost necessarily and properly incurred by the district council in strengthening and securing any such sewer from all damage which may be likely to be occasioned by reason of the execution of any works by the Company to the reasonable satisfaction of the surveyor and the Company shall allow the district council their officers agents workmen and contractors with their materials to have free access at all reasonable times to any part of the sewers so crossed or interfered with:
- (3) In the event of the district council at any time requiring in exercise of the powers vested in them by the Public Health Acts to carry any sewers drains or other apparatus through across or under the works of the Company by this Act authorised within the district of the district council the Company shall not make any claim or charge against the district council for the easement or right of laying maintaining renewing and repairing any such sewers drains or other apparatus but subject as aforesaid the provisions of the Public Health Acts shall apply to such sewers drains or other apparatus and to the district council and the Company in respect thereof.

For protection of
Willesden
Urban
District
Council.

27. For the benefit and protection of the Willesden Urban District Council (in this section called "the Willesden Council") the following provisions shall notwithstanding anything in this Act contained or shown on the deposited plans and sections unless otherwise agreed on in writing between the Willesden Council and the Company have effect (that is to say):—

- (1) The aqueduct or lines of pipes No. 4 (herein-after called "Aqueduct No. 4") by this Act authorised where it is intended to be constructed in under or through the lands numbered 24 and 16 on the deposited plans in the parish of Wembley and numbered 16 2 and 3 on the deposited plans in the parish of Willesden shall be so constructed that the upper surface of the pipe or aqueduct shall throughout its entire length where it passes through the said lands be at least six feet below the present surface of the ground:
- (2) Where Aqueduct No. 4 crosses the low level sewer of the Willesden Council in the lands numbered 3 on the deposited plans in the parish of Willesden the Company shall construct

an efficient concrete pier or piers for supporting and carrying Aqueduct No. 4 and for protecting the said sewer from pressure damage or injury : A.D. 1897.

- (3) Where Aqueduct No. 4 crosses the following sewers of the Willesden Council namely the Harlesden Valley main sewer in Dog Lane numbered 8 on the deposited plans in the parish of Willesden the Church Road intercepting sewer now being constructed under the lands numbered 11 on the deposited plans in the said parish the Neasden Valley main sewer in the said lands numbered 11 the Neasden Village sewer at the north eastern side of the Metropolitan Railway in the lands numbered 18 on the deposited plans in the said parish and two pipe sewers in the lands numbered 43 on the deposited plans in the said parish and any other sewers of the Willesden Council now constructed or which either before or during the construction of Aqueduct No. 4 may be constructed or be in course of construction Aqueduct No. 4 shall be carried under or over the said sewers respectively in such manner that there shall be in each case a clear space of at least six inches between the aqueduct and the sewer and the Company shall construct an efficient concrete pier or piers to support the sewer or aqueduct as the case may be :
- (4) Where Aqueduct No. 4 passes through or under the lands numbered on the deposited plans 24 and 16 in the parish of Wembley and 16 2 3 4 and 5 in the parish of Willesden or any of them the Company shall puddle with clay the trench or culvert in which the aqueduct is laid so as to prevent so far as practicable percolation of any description from such lands or any pipes thereunder into such trench or culvert or so as to affect the said aqueduct and the Willesden Council shall in no way be bound to make provision for preventing such percolation or be liable to the Company for the consequences of any such percolation :
- (5) Where Aqueduct No. 4 is intended to pass through the lands numbered 20 to 26 inclusive on the deposited plans in the parish of Willesden the said aqueduct shall be so constructed as to be at least ten feet distant from the nearest point of the Neasden Valley main sewer of the Willesden Council for the entire length of the said sewer under the said lands and the Company shall not in any way interfere with the said sewer and the invert of the aqueduct shall at no part be at a lower level than the upper surface of the part of the sewer immediately opposite that part of the aqueduct :

A.D. 1897.

- (6) Where Aqueduct No. 4 crosses under the watercourse shown on the deposited plans between the lands numbered 42 and 43 on the said plans in the parish of Willesden the aqueduct shall be so constructed that the upper surface of the aqueduct shall be at least seven feet below the level of the surface of the field numbered 42 as aforesaid where it adjoins the point of crossing of the said watercourse by the aqueduct :
- (7) At the point of discharge of the aqueduct or line of pipes No. 4G the Company shall construct and maintain sufficient retaining walls in order to secure the stability of the adjoining banks of the watercourse into which the said aqueduct or line of pipes discharges :
- (8) If any injury or damage is occasioned to the Willesden Council or to their lands sewers drains works or property or any part thereof either during the construction of Aqueduct No. 4 or the Aqueduct No. 4G or any reservoir or other works belonging to the Company in the parish of Willesden or in the lands numbered on the deposited plans 24 and 16 in the parish of Wembley or by any leakage therefrom or defect therein the Company shall forthwith make good and repair such damage or injury to the reasonable satisfaction of the engineer of the Willesden Council :
- (9) The Company shall not require any payment for any works executed by the Willesden Council in under or upon any lands in the parish of Willesden acquired by the Company under the powers of this Act or in under or upon the lands numbered 24 and 16 on the deposited plans in the parish of Wembley and nothing in this Act shall alter prejudice or interfere with the right of the Willesden Council to enter upon any lands belonging to the Company for the purpose of inspecting maintaining repairing or renewing or enlarging any of their sewers or works Provided that such sewers or works shall in no way prejudicially affect any aqueduct or works of the Company :
- (10) The Company shall acquire an easement only in and upon any lands and property of the Willesden Council which may be necessary for constructing and maintaining the aqueducts and lines of pipes and works by this Act authorised to be constructed :
- (11) The Company shall not commence any of the works to be executed by them under this section or any works for discharging water from any aqueduct or lines of pipes by this Act authorised into any river brook stream watercourse or ditch belonging to or under the jurisdiction of the Willesden Council until they shall have given to the Willesden Council at

least twenty-one days' notice in writing of their intention to commence the same by leaving such notice at the office of the clerk of the Willesden Council with plans and sections of the said works nor until the Willesden Council shall have signified their approval of the same unless the Willesden Council shall fail to signify their approval or disapproval within twenty-one days after service of the said notice and delivery of the said plans and sections in which event the Company may proceed forthwith with the said works in accordance with the said plans and sections and in case such plans and sections are not agreed upon any difference between the Company and the Willesden Council with reference to any of the matters aforesaid shall be determined by arbitration as herein-after provided :

- (12) All works to be executed and things to be done by the Company under the provisions of this section shall be executed and done at the expense of the Company under the superintendence and in every respect to the reasonable satisfaction of the engineer to the Willesden Council and the Company shall comply with and conform to all reasonable directions and regulations of such engineer in the execution of the said works and the doing of the said things and the Company shall pay the reasonable expenses incurred by the Willesden Council of superintending the execution of or in connexion with any of the works or things aforesaid :
- (13) The engineer of the Willesden Council and his assistants or other persons appointed by the Willesden Council shall from time to time and at all times during the construction of the aqueducts and works by this Act authorised and the works in connexion therewith and any other works which may affect the roads sewers lands or other property of the Willesden Council have full power to enter upon and inspect the same and the progress and condition thereof to see whether the provisions of this section are being complied with or otherwise :
- (14) Aqueduct No. 4 where it will pass through the parish of Willesden and the lands numbered on the deposited plans 24 and 16 in the parish of Wembley shall unless the Willesden Council otherwise agree under their common seal be completed so far as regards the principal works thereof within seven years after the passing of this Act :
- (15) The Company shall not without the consent of the Willesden Council in any way during the progress of the works by this Act authorised at one time stop up or in any way impede or obstruct the public traffic from passing along more than

A.D. 1897.

one-half the width of any road or footpath within the district of the Willesden Council and where the surface of any street road or footpath is interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the engineer of the Willesden Council restore the surface so interfered with or disturbed and shall make good and repair for one year from such restoration any sinking or subsidence of such street road or footpath caused by the execution of the said works. The Company shall be liable to pay and shall pay to the Willesden Council any damages penalties costs charges or expenses which the Willesden Council may become legally liable to pay and shall have so paid in respect of any injury loss or damages consequent upon or arising from the execution by the Company of any works under the authority of this Act (whether such injury or loss occurs either during and for twelve calendar months after the construction) and all moneys so paid by the Willesden Council on account of any such damages penalties costs charges or expenses shall be repaid to the Willesden Council by the Company on demand and in default thereof may be recovered by the Willesden Council from the Company in any court of competent jurisdiction :

(16) In case of any difference or dispute arising between the Willesden Council and the Company or their respective engineers touching or concerning the true intent and meaning of this section or the construction or carrying into effect of any of the works matters or things to be done or performed by the Company in pursuance thereof the same shall be determined by arbitration in manner provided by the Arbitration Act 1889.

28. For the protection of the Hendon Urban District Council (herein-after referred to as "the council") the following provisions shall unless otherwise agreed between the Company and the council have effect (that is to say) :—

(1) The Company shall to the reasonable satisfaction of the engineer to the council restore all sewers drains culverts water-pipes hydrants gas-pipes and gullies in the roads highways and public places which shall be broken up destroyed or damaged in the execution of the works by this Act authorised :

(2) The Company shall not without the consent of the council in any way during the progress of the works stop up or in any way impede or obstruct the public traffic passing along more than one-half the width of any of the said roads or footpaths at one time and where the surface of any street road or footpath

For protection of
Hendon
Urban
District
Council.

has been interfered with or disturbed by the Company in constructing the work or performing the operations by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the council or their engineer restore the surface so interfered with or disturbed and shall make good and repair for one year from such restoration any sinking or subsidence of such roads or footpaths caused by the execution of the said works. The Company shall be liable to pay and shall pay to the council any damages penalties costs charges or expenses which the council may become legally liable to pay and shall have so paid in respect of any injury loss or damages consequent upon or arising from the execution by the Company of any works under the authority of this Act (whether such injury or loss occurs either during or after the construction thereof) and all moneys so paid by the council on account of any such damages penalties costs charges or expenses shall be repaid to the council by the Company on demand and in default thereof may be recovered by the council from the Company in like manner as a debt is ordinarily recoverable at law :

- (3) Notwithstanding anything shown on the deposited plans and sections the Aqueduct 5c shall not extend beyond the western side of the London and Finchley Road but shall terminate at the existing culvert about three hundred and thirty yards or thereabouts north of the point at which the Aqueduct No. 5 crosses the said road :
- (4) Where the aqueducts of the Company cross over or under within a limit of three feet of any of the council's existing sewers the Company shall construct sufficient concrete piers or arches over or under such sewer as the case may be to support and carry the said aqueducts and sewers and to protect the said sewers from pressure damage or injury and such works shall be carried out to the reasonable satisfaction of the engineer of the council :
- (5) Where any of the works to be done under and by virtue of this Act shall or may pass over or under or by the side of so as to interfere with any sewer drain water-pipe watercourse gas-pipe hydrant defence or work or the existing level of any road footpath or public place under the jurisdiction or control of the council the Company shall not commence such works until they shall have given to the council twenty-one days' previous notice in writing of their intention to commence the same by leaving such notice at the office of the council for the time being with a plan and section showing the course and inclination

A.D. 1897.

thereof and other necessary particulars relating thereto and the council shall have signified their approval of the same or the council do not signify their approval or disapproval within twenty-one days after service or delivery of the plan section and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the council in the execution of the said works and shall provide by new altered or substituted works for the proper protection of and for preventing injury or impediment to the sewers drains watercourses outfalls and works herein-before referred to by or by reason of the said works or any part thereof and shall save harmless and keep indemnified the council against all and every the expenses to be occasioned thereby and all such works shall be done under the superintendence and to the reasonable satisfaction of the engineer for the time being to the council at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the council may be put to by reason of the works of the Company whether in the execution of the works or superintendence thereof shall be paid to the council by the Company on demand and when any new altered or substituted works as aforesaid or any works connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the jurisdiction and control of the council as any sewers or works now are or hereafter may be :

- (6) In case of any difference or dispute arising between the council and the Company touching or concerning the true intent and meaning of these provisions or as to any plans or sections or as to the construction or proposed construction or carrying into effect of any of the works matters or things authorised or required to be done or performed by the Company under this Act the same shall be referred to and settled by an engineer to be nominated as referee by the president of the Institution of Civil Engineers on the application of either party.

For protection of
Finchley
Urban
District
Council.

29.—(1.) Below the aqueduct or line or lines of pipes (No. 5) by this Act authorised to be laid through the district of Finchley (herein-after referred to as "Aqueduct No. 5") the Company shall lay horizontally a cast iron pipe twenty-four inches in diameter at such an angle with Aqueduct No. 5 not being less than forty-five degrees as shall be agreed upon by the engineer of the Company and of the Finchley Urban District Council at each of the following points viz. (1) a point about $9\frac{1}{2}$ chains north-east of the junction shown on the deposited plans referred to in sub-section (1) of the section

of this Act of which the marginal note is "For the protection of the Ecclesiastical Commissioners" of Aqueduct 5D referred to in the same sub-section with Aqueduct No. 5 (2) at a point about five chains north-eastward from the junction as shown on the said signed plans of Aqueduct 5E referred to in the same sub-section with Aqueduct No. 5 and (3) at a point near to the junction of Aqueduct 5F referred to in the same sub-section with Aqueduct No. 5 as shown on the said signed plans. The said twenty-four inch cast iron pipes shall be laid for the purpose of enabling the council and the council shall be entitled to connect thereto and convey along and through them either sewage or surface water and shall be laid of such a length as shall allow the council to connect thereto any sewer or surface water drain belonging to the council without requiring any interference or disturbance of the Company's works.

A.D. 1897.

(2.) Where Aqueduct No. 5 crosses the Great North Road such aqueduct shall be so laid that its invert shall be at a depth of not less than seven feet below any part of the surface of the road.

(3.) Where Aqueduct No. 5 interferes with the surface water drains belonging to the council in the Great North Road and in Bishop's Avenue the Company shall not form any syphon in such drains but shall take up and relay the same for such a distance southwards of Aqueduct No. 5 as may be necessary and shall construct such drain in a line northwards of the said aqueduct for such a length as may be necessary for the purpose and relay the same to the satisfaction of the engineer to the council for the time being. Provided that the total length to be so taken up and relaid in the Great North Road northward and southward together shall not exceed thirty-four yards and in Bishop's Avenue northward and southward together shall not exceed one hundred and three yards. The Company shall lay Aqueduct No. 5F at such a depth as that no portion of such aqueduct shall be less than three feet under any part of the footway or carriageway of Bishop's Avenue.

(4.) Any dispute or difference which may arise between the council and the Company or their respective engineers with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall unless otherwise agreed be settled by an engineer or other fit person to be appointed as sole arbitrator by the president of the Institution of Civil Engineers on the application of either party.

30. For the protection of the Hornsey Urban District Council (in this section called "the council") the following provisions shall unless otherwise agreed in writing between the Company and the council have effect (that is to say):—

For protection of Hornsey Urban District Council.

(1) The Company shall to the reasonable satisfaction of the engineer to the council under whose control the same may

A. D. 1897.

be restore all sewers drains culverts water pipes watercourses hydrants and gullies which shall be broken up destroyed or damaged in the execution of the works by this Act authorised :

- (2) Where any aqueduct or line of pipes to be constructed by virtue of this Act shall cross under the line of any sewer vested in the council such sewer shall be properly and permanently supported to the reasonable satisfaction of the engineer to the council for the full width and length of such crossing No aqueduct or part of an aqueduct shall unless it be reasonably necessary be placed vertically at any height or depth either over or under any watercourse or sewer of or under the control of the council parallel to or alongside of which it may run nor shall it unless it be reasonably necessary be placed within a distance of seven feet from the outside of such watercourse or sewer except where it crosses such watercourse or sewer and in no case shall any aqueduct be placed so as to alter the level of the council's existing sewers :
- (3) The Company shall not without the consent of the council in any way during the progress of the works by this Act authorised at one time stop up or in any way impede or obstruct the public traffic from passing along more than one-half the width of any road or footpath within the district of the council and where the surface of any street road or footpath is interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the engineer of the council restore the surface so interfered with or disturbed and shall make good and repair for one year from such restoration any sinking or subsidence of such street road or footpath caused by the execution of the said works The Company shall be liable to pay and shall pay to the council any damages penalties costs charges or expenses which the council may become legally liable to pay and shall have so paid in respect of any injury loss or damages consequent upon or arising from the execution by the Company of any works under the authority of this Act (whether such injury or loss occurs either during and for twelve calendar months after the construction) and all moneys so paid by the council on account of any such damages penalties costs charges or expenses shall be repaid to the council by the Company on demand and in default thereof may be recovered by the council from the Company in any court of competent jurisdiction :
- (4) Where any of the works to be done under and by virtue of this Act shall or may pass over or under or by the side of

and so as to interfere with any sewer drain water pipe water-course gas pipe hydrant defence or work or the existing level of any road footpath or public place under the jurisdiction or control of the council the Company shall not commence such works until they shall have given to the council twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the office of the council with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto :

- (5) The council shall be at liberty to signify their approval or disapproval of such plans sections or other particulars within twenty-one days after service as aforesaid of the said notice and the delivery of the said plans sections and other particulars as aforesaid :
- (6) If the council for the last-mentioned period of twenty-one days do not signify their disapproval they shall be deemed to have approved the said plans sections and particulars and the Company may at once proceed with the works according to the said plans sections and particulars :
- (7) In case the council within the said period of twenty-one days signify their disapproval of the said plans sections and other particulars and the council and the Company do not otherwise agree any difference between them with reference to the construction of the said works shall be determined by an engineer to be appointed as in this section is after provided :
- (8) Subject as aforesaid the Company shall comply with and conform to all reasonable directions and regulations of the council in the execution of the said works and shall provide by new altered or substituted works for the proper protection of and for preventing injury or impediment to the sewers drains watercourses outfalls and works herein-before referred to by or by reason of the said works or any part thereof and shall save harmless and keep indemnified the council against all and every the expenses to be occasioned thereby and all such works shall be done under the superintendence and to the reasonable satisfaction of the engineer to the council at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the council may necessarily be put to by reason of the works of the Company whether in the execution of the works or superintendence thereof shall be paid to the council by the Company on demand and when any new altered or substituted works as aforesaid or any works connected therewith shall be completed by or at the costs charges or expenses of the

A.D. 1897.
—

Company under the provisions of this Act the same shall thereafter be as fully and completely under the jurisdiction and control of the council as any sewers or works now or hereafter may be and except only as is by this Act expressly provided nothing in this Act contained shall in any manner extend or be construed to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the council or their successors :

(9) The Company shall execute the works so far as the same shall interfere with the sewers and watercourses of the urban district council in accordance with the following stipulations and the plans marked A. and B which have been signed by Joseph Francis on behalf of the Company and Edwin James Lovegrove on behalf of the council :—

(A) The existing ten-inch sewer A to B shall be diverted along line A C D shown on the said plans or along some other convenient lines on the north and east sides of the proposed reservoir as shown on the deposited plan between A and D in twelve-inch pipes from A to C or thereabouts and fifteen-inch pipes from C or thereabouts to D with four inspection manholes at the points shown on the plan fitted with all necessary flushing discs provided that the new sewer shall not be more than twenty feet below the present surface of the ground at the points C and D ;

(B) The watercourse E to F shall be diverted along line E G H or some other convenient line between E and H on the south and east sides of the said reservoir and the watercourses across watercress beds and within the limits of deviation shall be diverted along line H to K ;

(C) A storm water culvert with three manholes at suitable points shall be constructed along the dotted blue line E G H or some other convenient lines between E and H in twenty-four-inch iron pipes or in stoneware pipes surrounded with nine inches of concrete and a culvert thirty-six inches diameter shall be constructed in nine-inch brickwork or iron pipes along the dotted blue line from H to K with three manholes at suitable points ;

(D) The existing storm water sewers at F and M shall be connected to the new culvert with nine-inch stoneware pipes along line M G and with fifteen-inch pipes along line F H with manholes at F and M ;

(E) The watercourse L to H shall also be connected to the new culvert ;

- (F) The watercourse N to L if permanently interfered with by the work shall be culverted thirty-six inches by twenty-four inches and the watercourse O to P if permanently interfered with by the works shall be covered in nine-inch stoneware pipes. In the event of the interference with the watercourses mentioned in sub-sections (E) and (F) being temporary only during the progress of the works then the said watercourses shall be reinstated as soon as possible after the completion of the works ;
- (G) If the site of the said reservoir pumping station or line of aqueduct shall be deviated then the other works specified in sub-sections A B C D E and F of this section shall also be correspondingly deviated so far as may become necessary ;
- (H) If the site of the proposed reservoir or pumping station shall be deviated from the position shown on the deposited plan so as to interfere with any further or other sewers or watercourses such sewers and watercourses shall be diverted piped or culverted as may be necessary and to the reasonable satisfaction of the said Edwin James Lovegrove or other the engineer for the time being of the council ;
- (I) There shall be no permanent diversion as shown on the deposited plans of the footpath numbered on those plans 13 in the parish of Hornsey and any temporary diversion of the footpath shall be carried out to the satisfaction of the said Edwin James Lovegrove or other the engineer for the time being of the council ;
- (J) The Company's aqueduct proposed to be laid along Cranley Gardens shall follow the dotted black line shown on the plan marked B signed as aforesaid or such other course as shall not unnecessarily interfere with the sewers or watercourses of or under the control of the council ;
- (K) In the event of the aqueduct crossing the line of the council's sewers in Park Road and Priory Road respectively the aqueduct shall be laid at such a level as to pass under the council's existing sewers in the said roads :
- (10) The above particular stipulations shall not limit the generality of the other provisions in this section as applicable to the subject-matter of such particular stipulations or otherwise :
- (11) The Company shall at all times afford access for the purpose of maintenance or repair of all sewers storm water sewers and

A.D. 1897.

culverts at any time vested in the council by the servants of the council without hindrance or compensation :

- (12) In case of any difference or dispute arising between the council and the Company touching or concerning the true intent or meaning of the provisions of this section or as to any plans or sections or as to the construction or carrying into effect of any of the works matters or things required to be done or performed by the Company under this Act the same shall be referred to and settled by an engineer to be nominated by the president of the Institution of Civil Engineers on the application of either party.

For protection of Ecclesiastical Commissioners.

31. For the protection of the Ecclesiastical Commissioners (herein-after referred to as "the Commissioners") the following provisions shall have effect :—

- (1) Notwithstanding anything shown on the deposited plans and contained in the previous sections of this Act the aqueducts numbered respectively 5A 5B 5D 5E and 5F shown on those plans and sections shall not be constructed but in lieu thereof the Company shall subject to the provisions of this section construct in the lines and situations and according to the levels shown upon plans and sections signed in triplicate by James Rankin Esquire the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred during its passage through that House (of which plans and sections so signed one copy has been deposited with the clerk of the peace for the county of Middlesex another copy in the Private Bill Office of the House of Commons and the third copy in the Office of the Clerk of the Parliaments) the aqueducts numbered on the plans and sections so signed 5A 5AA 5B 5D 5E and 5F :
- (2) For the purpose of the construction and maintenance of such aqueducts the Company may acquire easements in or upon the property of the Commissioners who agree to grant the same if required at any time within three years from the passing of this Act All such easements shall be effectively granted to the Company within three months from the date of a written notice served upon the secretary to the Commissioners requiring the acquisition of any such easements by the Company :
- (3) The amount to be paid by the Company for the acquisition of such easements shall in default of agreement be settled in the manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement :
- (4) The Commissioners may at any time or times divert upon lands belonging to them the outfalls of any of the Company's

aqueducts other than Aqueduct No. 5 constructed upon the property of the Commissioners Provided always that such diversion shall be made at the expense of the Commissioners who shall provide at their own expense and to the satisfaction of the engineer for the time being of the New River Company such other suitable outfalls as may be required :

- (5) The Company may in the parish of Hendon and within the limits of deviation defined upon the deposited plans enter on take and use under the powers and subject to the provisions of this Act two separate pieces or plots of land the property of the Commissioners each of such pieces or plots not to exceed twenty feet in length by twenty feet in breadth and may erect thereon buildings not exceeding twenty feet in height to be used for any of the purposes authorised by this Act :
- (6) The Company may in the parish of Finchley and within the limits of deviation aforesaid enter on take and use under the powers and subject to the provisions of this Act two separate pieces or plots of land the property of the Commissioners each of such pieces or plots not to be or lie within one hundred yards of the road called "The Bishop's Avenue" and not to exceed twenty feet in length by twenty feet in breadth and may erect upon such lands buildings not exceeding twenty feet in height to be used for any of the purposes authorised by this Act :
- (7) The situation of the said pieces or plots of land in the parishes of Hendon and Finchley if not agreed upon between the Company and the Commissioners shall be determined by arbitration as herein-after provided :
- (8) Except as regards such pieces or plots of land as aforesaid the Company shall acquire no greater estate or interest in or over any lands belonging to the Commissioners in the parish of Finchley lying to the west of the High Barnet branch line of the Great Northern Railway Company or in the parish of Hendon than a right or easement of constructing inspecting maintaining renewing or removing the aqueducts respectively described in the section of this Act of which the marginal note is "Power to make works and to take lands &c." :
- (9) Except with the Commissioners' consent the Company shall in passing through the property of the Commissioners in the parish of Finchley for a distance of one hundred yards on each side of the Bishop's Avenue construct lay down and maintain the aqueducts in the centre lines and levels shown on the deposited plans and sections and not more than one line of main pipes with an internal diameter of 42 inches shall under

A.D. 1897.

the provisions of this Act pass through the property of the Commissioners Aqueducts other than lines of main pipes passing through the property of the Commissioners shall consist of only one line of pipes having an internal diameter of not more than twelve inches :

(10) If at any time after the construction of the aqueducts works and buildings by this Act authorised the Company should require to execute any works for the protection of such aqueducts works and buildings such protective works shall be done and executed at the expense of the Company and to the reasonable satisfaction of the surveyors of the Commissioners :

(11) In the construction or maintenance of any of the aqueducts or works authorised by this Act on the property of the Commissioners the Company shall not except with the consent of the Commissioners which consent shall not be unreasonably withheld interfere with any of their sewers or principal drains and if any damage be done to the same the Company shall with all reasonable despatch make good all such damage to the reasonable satisfaction of the surveyors of the Commissioners :

(12) In case of any difference or dispute arising between the Company and the Commissioners touching or concerning the true intent or meaning of the provisions of this section or as to the construction or carrying into effect of any of the works matters or things required or authorised by this section to be done or performed by the Company the same shall except as in this section especially provided be referred to and settled by an engineer to be nominated by the president of the Institution of Civil Engineers on the application of either party.

For protection of Earl of Jersey.

32. The following provisions shall apply and have effect for the protection of the Osterley Estate in the parishes of Norwood and Heston in the county of Middlesex of which estate the Right Honourable the Earl of Jersey is or claims to be tenant for life and for the protection and benefit of the said Earl of Jersey and of Mr. Charles Thorold Fane and Mr. William Henry Phillips Jenkins the present trustees of the said estate 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 "the owner" :—

(1) In this section the expression "the estate" means the Osterley Estate and the expression "the aqueduct" means and includes the aqueducts or lines of pipes (Works No. 4

No. 4A and No. 4B) and the works in connexion therewith respectively and authorised to be constructed on the estate :

- (2) The Company shall not without the consent of the owner enter upon take or use either temporarily or permanently any part of the said estate or any mines or minerals under the same or any rights easements privileges or interest in under over or upon the same except that the Company may purchase and the owner shall sell and grant to the Company an easement with respect to the aqueduct through the said estate in accordance with the section of this Act the marginal note of which is " Power to acquire easements only " :
- (3) All ventilators and syphon-wells constructed in the estate shall be constructed in such situations as shall be agreed by and between the owner and the Company or failing such agreement determined by arbitration as herein-after provided and such ventilators and any syphon-ends above ground shall be properly fenced round and planted to the reasonable satisfaction of the owner :
- (4) All works in or upon the estate shall be completed within one year from the time when the Company first take possession of any part of the estate and after the expiration of that period no work shall be constructed in the estate otherwise than by agreement :
- (5) The Company shall not take use appropriate intercept nor permanently interfere with any springs streams or waters whatever in or on the said estate except as may be agreed by and between the owner and the Company or determined by arbitration as herein-after provided Any such springs streams and waters shall be diverted so as to flow through the estate as nearly as may be in the same line and at the same level as at present and if by reason of any of the works by this Act authorised or of any actor omission of the Company or their contractors or any workmen or person employed by them respectively the supply of water to the ponds artificial lakes millponds or farms on the estate or any of them be prejudicially affected the Company shall at their own cost in all things make good such supply to the reasonable satisfaction of the owner :
- (6) The Company shall not discharge water into any stream on the estate from any wash-outs except in such manner and at such places as may be agreed by and between the owner and the Company or determined by arbitration as herein-after provided and if by reason of such discharge any portion of the estate be flooded or otherwise injuriously affected the Company

A.D. 1897.

shall compensate the owner and his tenants for any injury or loss occasioned thereby :

- (7) In the construction and maintenance of the aqueduct and other works in the estate the Company shall first carefully remove from the surface all vegetable soil on the line or site of the aqueducts and works and on the completion of such works or of any repair or other maintenance they shall so spread such soil over the surface of the ground as to restore the surface as nearly as may be to its former level and condition and to the reasonable approval of the owner :
- (8) The Company shall so far as practicable construct maintain and keep the aqueduct watertight in all respects :
- (9) The Company in constructing the aqueduct shall make provision by culverts or other means to the reasonable satisfaction of the owner or his agent for carrying the present and future drainage or water supply of the estate across the same and shall for ever after maintain such culverts or other means for carrying the said drainage or water supply :
- (10) Any telegraph telephone or other wires laid by the Company through the estate shall be placed underground and by the side of the aqueduct :
- (11) No timber or timber-like trees or underwood on the estate shall be felled cut or interfered with except where absolutely necessary for the purpose of the works and access thereto and all such timber trees and underwood so felled or cut shall be felled and cut in a workmanlike manner and shall belong to the owner :
- (12) The Company shall to the reasonable satisfaction of the owner or his agent reinstate and make good and maintain from subsidence all drains and fences and shall also reconstruct and maintain to the reasonable satisfaction of the owner all occupation roads and footpaths which may be crossed injuriously affected or interfered with under the powers of this Act and the Company shall also fence off such portion or portions of land along the line of the aqueduct and works as the owner may require during the construction or maintenance of the works and shall make and maintain such occupation roads and communications across or over the aqueduct and works with such gates and fastenings as may be required by the owner :
- (13) The Company shall not except in cases of emergency or for the purpose of inspection enter upon any land put up for hay or arable land under crops or market garden or orchard land oftener than twice in any year without the consent of the

owner and then only after giving forty-eight hours' previous notice in writing of their intention to do so. In cases of emergency the Company shall within forty-eight hours after entry give notice in writing of the fact of entry and the nature of the emergency by which such entry was occasioned:

- (14) The Company shall not erect nor permit the erection of any houses huts or offices for their workmen or those of their contractors or other building on any part of the estate without having first obtained the written permission of the owner and then only upon such site or sites as may be directed by him or his agent:
- (15) It shall be lawful for the owner to form lay out and make along over or under the aqueduct any roads sewers drains or pipes proper precautions being taken by the owner to prevent injury to the aqueduct. The surface of any such road where it crosses the aqueduct shall not be less than three feet above the top of such aqueduct:
- (16) The rights of the owner and his tenants of passing over or under the aqueduct or any occupation road or bridge crossed thereby for all purposes shall not be interfered with:
- (17) The Company shall in addition to any other compensation payable by them under or by virtue of this Act make full compensation to the owner and his tenants for all damages and loss occasioned to them or any of them respectively by or consequent upon any acts of the Company their officers or contractors or any workmen employed by them whether during construction or maintenance and shall at all times keep the owner indemnified against all and every claim for damage or loss occasioned to or sustained by such owner or his tenants by or by reason of the construction or maintenance of the aqueduct or other works:
- (18) The Company shall from time to time make good all and every damage done or which may occur to the estate or the owner or his tenants during or by reason of the construction maintenance or user of the works by this Act authorised by reason of the bursting leaking or other defect of any of the said works and not arising from the act of God:
- (19) Any difference which may from time to time arise between the owner and the Company with respect to any payment to be made by the Company to the owner or his tenants not hereinbefore otherwise provided for shall be settled as if such difference were a question of disputed compensation and any money payable by the Company to the owner by virtue of this

A.D. 1897.

section or otherwise may be recovered in any court of competent jurisdiction :

(20) In the event of the owner and the Company failing to agree in respect of any matter arising under this section such matter shall be determined by the president of the Institution of Civil Engineers or by some arbitrator to be appointed by him And this section shall for the purpose of any matters to be so determined be deemed to be a submission :

(21) The Company and the owner may agree in writing for any variation of the works or provisions by this section prescribed for the protection of the owner.

For protection of
Augusta de Wette.

33. The following provision shall (unless otherwise agreed in writing) have effect for the protection of Augusta de Wette wife of August de Wette of Hampton Court House in the county of Middlesex or other the owner or owners for the time being of the lands numbered 25 in the parishes of Hanworth and Sunbury on the deposited plans (in this section called "the landowner") :—

The Company in the construction of their aqueducts or other works authorised by this Act shall make such bridge or bridges as may be requisite for the preservation of the roadway which the Staines Reservoirs &c. Act 1896 provides shall be constructed for the protection of the landowner and the Company shall after the construction of the said bridge or bridges thenceforth maintain and repair the same so far as may be necessary for the reasonable use of the said road and if the Company shall take part only of the lands numbered 25 in the parishes of Hanworth and Sunbury on the deposited plans other than such portion as the joint committee appointed by the Staines Reservoirs &c. Act 1896 is empowered to take under and by the said Act then and in that case the Company shall continue the aforesaid roadway to the remaining portion of the said lands of the landowner and shall construct the continuation of such roadway in the same manner and at the same levels as the other portion thereof is directed to be constructed by the said Act but if the Company shall take the whole of the said lands numbered 25 they shall be under no liability in respect of the said roadway.

For protection of
owners of
Priory
Estate
Hornsey.

34. The Company shall not under the powers of this Act enter upon purchase or take any part of the properties numbered 31 32 and 33 on the deposited plans in the parish of Hornsey without the consent of the owners thereof for the time being nor shall the Company under the said powers without such consent acquire any easement in or over the said properties.

35. For the protection of the 3rd Middlesex Rifle Volunteer Corps (in this section called "the volunteer corps") the following provisions shall apply:—

A.D. 1897.
—
For protection of 3rd Middlesex Rifle Volunteer Corps.

In constructing the aqueduct or line of pipes (No. 5) by this Act authorised the Company shall not in any part of any year other than before the fifteenth day of March and after the first day of November obstruct or interfere with the rifle shooting carried on at the shooting range in the parish of Hendon of the volunteer corps.

36. Subject to the provisions of this Act the Company may in the construction of the works by this Act authorised deviate from the lines or position thereof as shown on the deposited plans relating thereto to any extent within the limits of deviation defined on those plans and where the line of any work is shown on those plans as passing along any road and no limits of lateral deviation are marked on the deposited plans the Company may in making such work deviate laterally to any extent within the boundaries of such road and may also deviate from the levels of the works by this Act authorised as delineated on the deposited sections to any extent not exceeding five feet upwards and to any extent downwards. The Company shall not in the exercise of the powers of deviation contained in this section raise above the surface of the ground any part of the pipes to a greater height than is shown on the deposited sections.

Power to deviate.

37. Subject to section 93 and other sections of the Thames Conservancy Act 1894 relating to the pollution of the waters of the River Thames and its tributaries the Company may discharge water from any of the aqueducts or line or lines of pipes by this Act authorised into any river or stream herein-before mentioned or into any other river brook stream watercourse or ditch making full compensation to any person injuriously affected thereby.

Company may discharge water from pipes into rivers &c.

38. Before any aqueduct or line of pipes by this Act authorised is constructed or placed to connect with the River Thames or its tributaries the Company shall construct at or near the outlet into the River Thames a catch pit or some other device to be approved of by the conservators of the River Thames to prevent the discharge of any solid matter into the said river or tributaries and it shall be competent for the engineer of the conservators or some other duly authorised person from time to time to examine the water or liquids passing through such aqueduct or line of pipes and should it appear that any solid matter is passing through the said line of pipes the Company shall on receiving a request in writing from the conservators forthwith stop the discharge of such solid matter and in default of

No solid matter to be discharged into the River Thames.

A.D. 1897. — their doing so they shall be liable to a penalty of ten pounds for each day during which the default continues.

Time for completion of works.

39. If the works by this Act authorised are not completed within fifteen years from the passing of this Act then on the expiration of that period the powers by this Act granted for the making of such respective works or otherwise in relation thereto shall cease except as to such of them or so much thereof respectively as is then completed.

Power to acquire lands.

40. Subject to the provisions and for the purposes of this Act the Company may enter on take and use all or any of the lands delineated on the deposited plans and described in the deposited books of reference but nothing in this Act shall be construed to empower the Company to take any of the waters in under or on the lands authorised to be acquired by them under this Act within a distance of one mile from the River Thames.

For the protection of the Conservators of the River Thames.

41. Nothing in this Act shall prejudice or affect any rights powers or privileges of the conservators of the River Thames and sections 54 to 60 both inclusive of the Staines Reservoirs &c. Act 1896 shall so far as they are applicable be construed to apply to the works and purposes by this Act authorised.

Temporary occupation of lands during construction of works.

42. The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof incorporated with this Act shall apply exclusively to the reservoirs authorised by this Act and works immediately connected therewith and for the purposes of the provisions so incorporated the top water contours of such reservoirs respectively as shown on the deposited plans shall be deemed to be the centre of the railway.

Owners may be required to sell parts only of certain buildings and property.

43. And whereas in the construction of the works hereby authorised or otherwise in exercise of the powers of this Act it may happen that a portion only of the buildings and property shown on the deposited plans and described in the schedule to this Act may be sufficient for the purposes of the same and that such portion may be severed from the remainder of the said buildings and property without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the buildings and property described in the schedule to this Act and whereof a part only is required for the purposes of this Act may if such portion can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such buildings and property without material

detriment thereto be required to sell and convey to the Company the portion only of the said buildings and property so required without the Company being obliged or compelled to purchase the whole or any greater portion thereof the Company paying for the portion required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

A.D. 1897.

44. The quantity of common or commonable lands which may be taken by the Company under the powers of this Act for the purposes of the works thereby authorised shall not exceed the following (that is to say) :—

As to commonable lands.

Name by which Lands are known.	Parish and County in which Lands are situate.	Maximum quantity to be taken.						
Hounslow Heath	Parish of Isleworth in the county of Middlesex.	<table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 0 10px;">A.</td> <td style="padding: 0 10px;">R.</td> <td style="padding: 0 10px;">P.</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">0</td> </tr> </table>	A.	R.	P.	1	2	0
A.	R.	P.						
1	2	0						

45. The Company shall not permanently acquire any greater estate or interest in or over the common lands known as Hounslow Heath shown on the deposited plans than a right or easement of using so much thereof as may be required for constructing the aqueduct or line or lines of pipes (No. 4) by this Act authorised and laying down and maintaining the conduits or lines of pipes herein-before described under such common lands and the Company may purchase and the owners of and other persons interested in such lands shall sell to the Company such right or easement and the provisions of the Lands Clauses Acts with respect to the purchase of lands shall extend and apply to the purchase of such right or easement.

Easement only to be acquired in portion of common land.

46. When and so soon as any works by this Act authorised shown on the deposited plans as intended to be constructed in through or under the common or commonable lands described in the last preceding section of this Act are completed the Company shall restore the surface of the lands where opened or interfered with by the works of the Company to the condition as nearly as may be in which it was immediately before the commencement of the said works and shall during the construction of the works properly guard all temporary excavations so as to prevent accidents to the public using the common lands.

Surface of common or commonable lands to be restored where work affects them on completion.

A.D. 1897.

Power to
acquire
easements
only.

47. The Company may in lieu of acquiring any lands for the purpose of any aqueducts conduits or lines of pipes by this Act authorised acquire such easements and rights in such lands as they may require for the purpose of constructing placing laying inspecting maintaining cleansing repairing 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 Acts (inclusive of those with regard to limited owners and 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 Acts :

Provided that as regards any lands taken or used by the Company for the purpose of laying aqueducts conduits or pipes therein where such aqueducts conduits or pipes are laid underground the Company 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 Company :

Provided always that nothing herein contained shall authorise the Company to acquire by compulsion any such easement in any case in which the owner in his particulars of claim shall require the Company 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.

Easement
only to be
taken in
lands of
which Grace
Murray is
tenant for
life.

48. As regards any lands in the parishes of Perivale and Greenford in the county of Middlesex of which Grace Murray is now tenant for life under a settlement the present trustees of which are Thomas Denman Croft and Major Edward Croft Murray the Company shall not unless otherwise agreed between them and the said Grace Murray or other the tenant for life of such lands and the trustees under the said settlement or other the owner or owners for the time being of the said lands (in this section referred to as "the owners") purchase or take any of the said lands except for the erection of meter-houses or for works other than the laying down of any aqueduct conduit or line of pipes but may acquire an easement only in such lands and the provisions of the section of this Act of which the marginal note is "Power to acquire easements only" shall apply to and in the case of the easement so to be acquired The owners may upon such lands construct a road or roads over or along any aqueduct conduit or line of pipes laid down by

the Company under the powers of this Act provided that the surface of any such road shall at all times be maintained so as to be at least three feet above the upper part of any such aqueduct conduit or line of pipes and provided that the owners shall for ever maintain any such road at such height of three feet at least and shall so construct and maintain the same as to protect such aqueduct conduit or pipes from injury arising from such construction or user of such road and so as not to prevent or interfere with the erection by the Company of meter-houses or other works by this Act authorised or so as to prevent or interfere with all reasonable access by the Company their officers and servants to the said aqueduct conduit pipes meter-houses or other works.

In the event of the owners being within a period of ten years from the passing of this Act put to any extra cost in the development of their estate for building purposes as to sewers or gas or water pipes by reason of the aqueduct or line of pipes being laid through their land the Company shall pay to the owners in respect of such extra cost such sum as may be agreed between the Company and the owners or failing such agreement as may be awarded in an arbitration under the Arbitration Act 1889.

49. Where the Company under any of the provisions of this Act acquire an easement only in any lands the notice to treat in respect of such easement shall be accompanied by a plan and section showing the lands in which the easement is to be taken and the level at which the aqueduct conduit or line of pipes for the purposes of which such easement is to be acquired is intended to be laid and the Company shall not in the execution of the works deviate from the level to be shown on the section so accompanying the said notice to treat.

Plan and section to accompany notice to treat where easement only taken.

50. The powers of the Company for the compulsory purchase of lands or easements for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Period for compulsory purchase of lands.

51. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which other persons than the grantors have an interest) required for the purposes of this Act in or 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 take easements &c. by agreement.

A.D. 1897.

Restriction
on taking
houses of
labouring
class.

52. The Company shall not under the powers of this Act purchase or acquire in any parish ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

The expression "labouring class" in this section includes mechanics artisans 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 income does not exceed an average of thirty shillings a week and the family of any such persons who may be residing with them.

Power to
Company to
enter into
agreements &c.
with Staines
Reservoirs
Joint Com-
mittee.

53. The Company on the one hand and the joint committee on the other hand may enter into and carry into effect agreements and arrangements with reference to the taking of water by the Company by means of the works by this Act authorised or any of them from the reservoirs of the joint committee.

Eventual
repeal of
section 69 of
Act of 1896.

54. When and so soon as the Company shall be able by means of the works by this Act authorised to deliver within their limits of supply water to which they are entitled under the Act of 1896 section 69 of that Act shall be by this Act repealed but without prejudice to any claim or demand against the Company by any other company or any person or the joint committee by reason of any thing theretofore done or omitted to be done by the Company.

Repealing
section 12 of
New River
Company's
Act 1896.

55. And whereas section 12 of the New River Company's Act 1896 contains certain provisions purporting to be for the protection of the Enfield Gas Company but that company are desirous that the said section should be repealed the said section is hereby repealed.

Saving
rights of Her
Majesty's
Commis-
sioners of
Works.

56. Nothing contained in this Act or in any of the Acts incorporated therewith shall authorise the Company to lay or construct any aqueduct or line of pipes across over or under the Queen's River otherwise called the Longford River or to take use or in any manner interfere with the said river or the bed or banks or any part thereof without the consent in writing of the Commissioners or First Commissioner of Her Majesty's Works and Public Buildings having first been obtained and which consent the Commissioners and First Commissioner are hereby authorised to give upon such terms and subject to such conditions as they or he may think fit.

57. And whereas it is necessary that the lands hereditaments and works belonging to Her Majesty or vested in Her Majesty's Principal Secretary of State for the War Department for the public service should be preserved intact and free from all intrusion or obstruction Be it therefore enacted that nothing in this Act contained shall authorise the Company to enter upon use or interfere with any land soil or water or any right in respect thereof vested in or exercised by the said Principal Secretary for the time being or to take away lessen prejudice or alter any of the rights privileges or powers vested in or exercised by the said Principal Secretary for the time being without his previous consent signified in writing under his hand and which consent the said Principal Secretary for the time being is hereby authorised to give subject to such special or other conditions as he shall see fit to impose on the said Company.

A.D. 1897.
—
Saving
rights of Her
Majesty's
Principal
Secretary of
State for
the War
Department.

58. The Company may from time to time by order of a general court of the Company raise by the creation and issue of debenture stock any sum or sums not exceeding in the whole one million pounds and may create and issue debenture stock accordingly and the provisions of Part III. of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 (which provisions so amended are hereby incorporated with this Act) shall so far as applicable apply to the debenture stock so to be created and issued but notwithstanding anything contained in the said Acts the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Debenture
stock.

The Company shall attach to the debenture stock to be created under this Act interest at such uniform rate as in the opinion of the governor of the Bank of England or of some person to be nominated by him shall be best calculated to secure the issue of such stock at par to be payable half-yearly at the same time and in the same manner as the interest on the existing debenture stock of the Company The Company shall not raise the money by this Act authorised to be raised by creating new shares of the Company instead of borrowing or convert into share capital the debenture stock authorised to be raised under the powers of this Act Provided that fourteen days before applying for such opinion as above mentioned notice in writing of any application for that purpose shall be given to the clerks of the London County Council and the Middlesex County Council and to the town clerk of the city of London.

A.D. 1897.

Debenture stock to be redeemable at par after a certain period.

59. All debenture stock created under the powers of this Act shall be issued subject to the condition (to be expressed on the certificate of such stock) that the stock may be redeemed at par by the Company at any time after the expiration of twenty-five years from the date at which it is issued the Company giving six months' previous notice to the registered holder of such stock of the intention so to redeem the same.

New debenture stock to be offered by auction or tender.

60. Notwithstanding anything in any Acts relating to the Company contained the Company shall when any stock created under the powers of this Act is to be issued offer the same subject to the power of redemption conferred by the last-preceding section of this Act for sale by public auction or by tender in such manner at such times and subject to such conditions of sale as the Company shall from time to time determine. Provided that at any such sale by auction no single lot shall comprise more than one hundred pounds nominal value of such stock and that the Company shall at any such sale by auction or by tender fix the reserve price to be put upon such stock and notice of the amount of such reserved price shall be sent by the Company in a sealed letter to the Board of Trade not less than twenty-four hours before the day of auction or the last day for the reception of tenders as the case may be and such letter may be opened after such day of auction or last day for the reception of tenders and not sooner and provided that no priority of tender shall be allowed to any holder of shares or stock in the Company.

Purchase money of capital sold to be paid within three months.

61. It shall be one of the conditions of any sale of stock under this Act that the full price thereof including any premium given by any purchaser at such sale shall be paid to the Company within three months after such sale.

Notice to be given as to sale &c. of stock.

62. The intention to sell any such stock by auction or by tender shall be communicated in writing to the clerks of the London County Council and the Middlesex County Council and to the town clerk of the City of London and to the secretary of the committee of the London Stock Exchange at least twenty-eight days before the day of auction or the last day for the reception of tenders as the case may be and notice of such intention shall be duly advertised four times during such period in two or more London daily newspapers and one Middlesex newspaper.

Stock not sold by auction or tender to be offered to shareholders.

63. When any stock created under the powers of this Act has been offered for sale by auction or tender and not sold the same shall be offered at the reserved price put upon the same respectively for the purpose of sale by auction or tender to the holders of ordinary

shares or ordinary stock in the Company in manner provided by the Companies Clauses Act 1863 with respect to new shares or stock and the provisions of sections 17 to 21 of that Act shall apply accordingly as if the debenture stock were new stock within the meaning of those sections. Provided always that any stock so offered and not accepted within the time prescribed by the said Act shall again be offered for sale by public auction or by tender in the manner and subject to the provisions of this Act with respect to the sale of stock and the reserve put upon such stock upon such second auction or tender if the Company think fit may be a higher or a lower reserved price than the price put upon the same at the preceding offer thereof for sale by auction or tender and may be less than the nominal amount thereof and any stock not then sold shall again be offered to the holders of ordinary shares or stock at the last-mentioned reserved price and so from time to time until the whole of such stock is sold.

A.D. 1897.

64. Any sum of money which shall arise from the issue of any stock by way of premium after deducting therefrom the expenses of and incident to such issue shall not be considered as profits of the Company but shall be expended in extending and improving the works of the Company or in paying off money borrowed or owing on mortgage by the Company and shall not be considered as part of the capital of the Company entitled to dividend.

Application of premium arising on issue of stock.

65. It shall not be lawful for the Company to create and issue any greater nominal amount of stock under the powers of this Act than will be sufficient to produce including any premiums which may be obtained on the sale thereof the total amount of one million pounds but in the event of such stock being issued at less than par value and resulting in a deficiency in the nominal amount of the additional capital hereby authorised to be raised the Company may issue such additional amount of debenture stock as shall make good the deficiency so resulting.

Limit to amount of stock to be created.

66.—(1.) At the end of the half year in which the Company first supply water to their consumers by means of the works by this Act authorised and at the end of each succeeding year the Company shall carry to a sinking fund such percentage on the amount of debenture stock then issued under the powers of this Act and of any premiums received thereon as shall be equal to the excess of the average percentage of the dividend or interest paid for that half year or year on all the capital of the Company whether ordinary or preference stock or debenture stock including the capital sum of one million five hundred and nineteen thousand nine hundred and

Creation of sinking fund.

A.D. 1897. fifty-eight pounds mentioned in section 4 of the New River Company's Act 1852 with any premiums received thereon above the rate of interest at which the debenture stock under this Act was issued together with an additional one per centum per annum added thereto for management such sinking fund to be held and applied by the chamberlain of the City of London as trustee for the purpose of purchasing and holding stock of the Company and of investing the dividends thereon with a view to ultimately extinguishing the capital of the Company or for such other purposes as Parliament may from time to time determine No stock so purchased and held shall confer any right of voting at any meeting of the Company Provided that in the event of any debenture stock created under this Act being issued below par the percentage to be carried to the sinking fund shall in respect of such debenture stock so issued below par be calculated on the amount of money raised by such debenture stock instead of on the nominal amount of such debenture stock :

For the purposes of the above provision any sums paid by the Company by way of dividend or interest out of income derived from freehold or leasehold estate or property shall not be reckoned included or taken into account.

(2.) In the event of the undertaking of the Company being acquired by a public authority the allowance of one per centum for management shall not be deemed to have increased the capital value of the undertaking or be the subject of compensation or purchase.

Priority of
debenture
stock over
other debts.

67. All money raised or to be raised by the Company by debenture stock shall have priority against the Company and the property from time to time of the Company over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act Provided always that this priority shall not affect any claim against the Company or their property in respect of any rentcharge granted or to be granted by them in pursuance of the Lands Clauses Acts or in respect of any rent or sum reserved by or payable under any lease granted or made or to be granted or made to the Company in pursuance of any Act relating to the Company which is entitled to rank in priority to or pari passu with the interest on their mortgages or debenture stock nor shall anything in this section contained affect any claim for land taken used or occupied by the Company for the purposes of the Company's undertaking and works or injuriously affected by the construction thereof or by the exercise of any powers conferred upon the Company.

68. Any debenture stock to be created under the powers of this Act shall be called "The New River Company's Debenture Stock D" and shall rank next after the Company's Debenture Stock C created under the powers of the New River Company's Act 1896.

A.D. 1897.
Name and ranking of debenture stock.

69. The provisions of the sections numbered 10 to 15 of the Act of 1857 shall mutatis mutandis apply to and in the case of debenture stock created under this Act :

Applying sections 10 to 15 of Act of 1857.

Provided always that for the purposes of this Act section 15 of the said Act shall be read and have effect as if all the words preceding the words "if such transmission have taken place by virtue of any testamentary instrument or by intestacy" had been omitted therefrom.

70. All moneys raised under this Act shall be applied only for the purposes of this Act.

Application of moneys.

71. Nothing in this Act contained shall exempt the Company from the provisions of the Metropolis Water Act 1852 the Metropolis Water Act 1871 or any other general Act relating to the supply of water to the metropolis or the suburbs thereof now in force or which may hereafter pass during this or any future session of Parliament.

Provision as to general Acts.

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

Costs of Act.

A.D. 1897.

The SCHEDULE referred to in the foregoing Act.

DESCRIBING the BUILDINGS and PREMISES whereof a portion only is required to be taken by the Company.

Work.	Parish.	No. on deposited Plan.
Aqueduct No. 4 - -	Heston - - - -	22 23 24 32
Aqueduct No. 5 - -	Finchley - - - -	23 24
Aqueduct No. 6 - -	Hornsey - - - -	31 32
Fortis Green Reservoir -	Hornsey - - - -	12

Printed by EYRE and SPOTTISWOODE,

FOR

T. DIGBY FIGOTT, Esq., C.B., the Queens Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
 EYRE AND SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or
 JOHN MENZIES & Co., 12, HANOVER STREET, EDINBURGH, and
 90, WEST NILE STREET, GLASGOW; or
 HODGES, FIGGIS, & Co., LIMITED, 104, GRAFTON STREET, DUBLIN.