CHAPTER clxxxiv.

An Act to authorise the Central Middlesex Water Company Limited to sell and transfer a portion of their undertaking to the Colne Valley Water Company and for other purposes. [17th August 1894.] A.D. 1894.

WHEREAS the Colne Valley Water Company (in this Act called "the Colne Company") were incorporated by the Colne Valley Water Act 1873 and authorised to construct waterworks and supply water in certain parishes and places in the counties of Hertford and Middlesex including the parish of Harrow-on-the-Hill in the county of Middlesex subject to a proviso that the Company should not supply water within the parts of the parish of Harrow-on-the-Hill therein mentioned without the written consent of the Harrow Waterworks Company:

And whereas by the Alperton and Sudbury Water Order 1884 the undertakers named in that Order their executors administrators or assigns were authorised to maintain their then existing waterworks and construct additional waterworks and supply water in certain parts of the county of Middlesex (including those parts of the parishes of Harrow-on-the-Hill and Northolt comprised in "the transferred area" herein-after defined) and by the said Order (section four) it was provided that the Colne Company should not supply water to any portion of the parish of Harrow-on-the-Hill within the limits of the said Order:

And whereas the undertakers named in the said Order have assigned their undertaking to the Central Middlesex Water Company Limited (in this Act called "the Limited Company") and in pursuance of such assignment the Limited Company are in possession of the undertaking and are supplying water under the powers contained in the said Order but doubts have arisen whether the said undertakers were empowered by the said Order or otherwise to assign their undertaking and it is expedient that such provision should be made in that behalf as is herein-after contained:

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And whereas by the Colne Valley Water Act 1885 the undertaking of the Harrow Waterworks Company was transferred to and vested in the Colne Company and by section seventeen of that Act the proviso contained in the Colne Valley Water Act 1873 restricting the Colne Company from supplying water within the parts of the parish of Harrow-on-the-Hill mentioned in that Act was repealed but it was provided that nothing therein contained should authorise the Colne Company to supply water within the parts of the parish of Harrow included in the limits of supply defined in the Alperton and Sudbury Water Order 1884 without the consent in writing of the undertakers named in the said Order their executors administrators or assigns:

And whereas the said last-mentioned parts of the parish of Harrow-on-the-Hill and a part of the parish of Northolt adjoin the limits of supply of and can be conveniently supplied with water by the Colne Company and by agreement dated the thirtieth day of December one thousand eight hundred and ninety-three the Limited Company agreed to sell and the Colne Company agreed to purchase so much of the undertaking of the Limited Company as therein specified and it is expedient that the provisions of the said agreement as set forth in the schedule hereto should be confirmed and that so much of the undertaking of the Limited Company as is therein specified should be transferred to and vested in the Colne Company accordingly:

And whereas the purposes of this Act cannot be accomplished 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 for all purposes as the Central Middlesex Water Act 1894.

Interpretation.

2. In this Act—

"The Colne Company's Acts" means the Colne Valley Water Act 1873 and the Colne Valley Water Act 1885;

"The Order of 1884" means the Alperton and Sudbury Water Order 1884;

"The undertakers" means the undertakers named in the Order of 1884;

"The transferred area" means so much of the parishes of Harrow-on-the-Hill and Northolt in the county of Middlesex as is specified in the schedule to the agreement set forth in the

schedule to this Act and as is shown on an Ordnance map signed in triplicate by the Right Honourable the Earl of Morley Chairman of Committees of the House of Lords one copy of which is deposited in the Office of the Clerk of the Parliaments another copy at the office of the Colne Company and the third copy with the clerk of the peace for the county of Middlesex Provided that in the event of any discrepancy being found to exist between the boundaries shown on the said map and the description in the said schedule the said map shall be deemed to be correct and shall prevail.

Undertakers under Order of 1884 to have power to assign.

3. The Order of 1884 shall be read and have effect as if express power were thereby given to the undertakers therein named to assign their undertaking.

Confirmation of agreement in schedule.

4.—(1) The provisions of the said agreement dated the thirtieth day of December one thousand eight hundred and ninety-three between the Limited Company and the Colne Company as set forth in the schedule to this Act are hereby confirmed and made binding on the parties thereto and may be carried into effect accordingly subject to any modifications not inconsistent with the provisions of this Act which may be agreed upon between the said parties.

(2) The completion of the sale agreed to be made by the agreement shall be evidenced by a deed duly stamped in which the consideration shall be truly stated and thereupon so much of the undertaking of the Limited Company as is specified in the said agreement shall be by virtue of this Act transferred to and vested in the Colne Company with the same title and for the same estate and interest as the Limited Company held the same immediately before such transfer and subject to the provisions of this Act shall thenceforth form an integral part of the Colne Company's undertaking:

Within three months from the date of transfer and vesting the deed of conveyance shall be produced to the Commissioners of Inland Revenue and in default of production the ad valorem stamp duty together with interest at the rate of five pounds per centum per annum from the date of vesting to the date of payment shall be a debt due to Her Majesty and shall be recoverable from the Colne Company with full costs of suit and all costs and charges attending the same.

(3) After such transfer all the powers duties and obligations of the Limited Company for supplying water within the transferred area shall absolutely cease and the Limited Company shall not thereafter supply water within the transferred area.

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Extension of Colne Company's limits of supply.

5.—(1) On and from the transfer the proviso in section four of the Order of 1884 that the Colne Company should not supply water to any portion of the parts of the parish of Harrow-on-the-Hill which are mentioned in that section and the proviso in section seventeen of the Colne Valley Water Act 1885 that nothing in that Act should authorise the Colne Company to supply water within the parts of the parish of Harrow included in the limits of supply defined in the Order of 1884 without the consent of the undertakers named in the said Order their executors administrators or assigns shall be repealed.

(2) The limits of the Colne Company for the supply of water shall extend to and include the transferred area and subject to the provisions of this Act the Colne Company shall have and may exercise all the powers rights privileges and authorities and shall be subject to the same obligations in respect of the supply of water and in respect of the execution of works therefor within the transferred area as they now have and may exercise or are subject to under the Colne Company's Acts within their existing limits of supply and the powers of those Acts shall subject to the provisions of this Act extend and apply to the transferred area and to the supply of water therein The special provisions contained in the Third Schedule to the Colne Valley Water Act 1885 applicable to the parts of the parish of Harrow therein specified shall not however apply to the transferred area.

Agreements as to supply of water to remain in force.

6. All agreements and contracts for the supply of water by the Limited Company within the transferred area in force at the date of transfer shall as regards the fulfilment and observance thereof from and after the date of transfer cease to be binding on the Limited Company and shall thereafter be as binding and of as full force and effect for or against the Colne Company and may be enforced as fully and effectually as if instead of the Limited Company the Colne Company had been a party thereto.

Limited Company may lay mains through transferred area to districts outside.

7. Nothing herein-before contained and no sale to the Colne Company under the powers herein-before contained shall take away diminish or prejudicially affect the right of the Limited Company to lay maintain and use within the transferred area all such mains as they may consider requisite for the supply of water from the Sudbury Brewery or from the well and pumping station at Alperton to any places outside the transferred area to which they may from time to time supply water under the Order of 1884 or otherwise and the Limited Company may continue to maintain the undertaking authorised by the Order of 1884 other than the part thereof specified in the schedule to the said agreement and may continue within the

limits of supply of the Order of 1884 other than the transferred area to supply water and to exercise all the rights powers and privileges by that Order conferred upon the undertakers.

Colne Company may apply funds to purposes of Act.

8. The Colne Company may apply to the purposes of this Act to which capital is properly applicable any moneys now in their hands or which they are authorised to raise by the issue of shares or stock or by borrowing.

Limiting use of water obtained from sources in county of Hertford.

9. Notwithstanding anything contained in this Act it shall not be lawful for the Colne Company to supply water obtained from the valley of the Colne or from any source within the county of Hertford to or for distribution or consumption within any place outside the county of Hertford except within the transferred area and within the statutory limits of supply of the Colne Company as existing immediately before the passing of this Act including the places mentioned in section forty-nine of the Colne Valley Water Act 1873.

Costs of Act.

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

A.D. 1894.

SCHEDULE referred to in the foregoing Act.

THIS INDENTURE made the 30th day of December 1893 between the CENTRAL MIDDLESEX WATER COMPANY LIMITED (herein-after called "the Vendors") of the one part and the COLNE VALLEY WATER COMPANY (herein-after called "the Purchasers") of the other part.

* * * * *

And whereas subject to statutory authority to be obtained for that purpose as herein-after provided the vendors have agreed to sell and the purchasers to purchase all the rights and property described in the schedule hereto subject as therein is mentioned Now this indenture witnesseth as follows namely subject as herein-after provided :—

1. The vendors agree to sell and the purchasers agree to purchase at the price of ten thousand two hundred and fifty pounds to be paid within three months after the passing into law of the intended Act herein-after mentioned at the office of Mr. Charles Dalton Woolley the vendors solicitor all the property described in the schedule hereto subject as therein is mentioned.

2. Upon payment by the purchasers in manner aforesaid of the said purchase money of ten thousand two hundred and fifty pounds the purchasers shall be entitled to possession of the property sold The vendors will also at the request of the purchasers upon or at any time after the payment of the purchase money convey or procure to be conveyed all or any part of the property sold to the purchasers every conveyance to be prepared by and at the expense of the purchasers and to contain any provisions necessary for fully and effectually carrying out the terms of this agreement which the purchasers may desire to be contained therein.

3. The vendors hereby consent to the purchasers supplying water from and after the payment of the said purchase money in the parts of the parish of Harrow within the limits of the Alperton and Sudbury Water Order 1884 and the vendors hereby covenant with the purchasers not at any time after the payment of the said purchase money to supply water in the parts of the parish of Harrow within the limits of the Alperton and Sudbury Water Order 1884 or in the part of the parish of Northolt specified in Part (A) of the schedule hereto without the consent in writing of the purchasers under their common seal Clauses 11 and 13 of the memorandum of agreement dated the twenty-fourth day of March one thousand eight hundred and eighty-seven and made between the vendors of the one part and the purchasers of the other part shall as from

and after the payment of the said purchase money (but only so far as regards the parish of Harrow-on-the-Hill and the part of the parish of Northolt included in this agreement) cease and be at an end and this present clause shall take effect in lieu thereof.

4. Possession of the property sold will be retained and all water rents payable in respect thereof will be received and all outgoings in respect thereof will be discharged by the vendors up to the date of completion of the purchase and as from that date all outgoings in respect of the property sold shall be discharged and the possession of the premises taken by the purchasers and all rents and outgoings shall if necessary be apportioned between the vendors and purchasers accordingly.

5. If from any cause whatever other than the vendors default the purchase shall not be completed within three months after the passing of the said intended Act the purchasers shall pay interest at the rate of five pounds per cent. per annum on the unpaid purchase money from that date until completion of the purchase.

6. The vendors will deduce and verify a good title to the property sold forthwith after the passing of the said intended Act.

7. The mains and pipes sold have been laid for a number of years and are believed to have been thoroughly good when laid but it is expressly understood and is part of the conditions of sale that the vendors do not give any guarantee with respect to the present condition of any mains and pipes forming the subject of this agreement nor shall the purchasers at any time hereafter raise any objection thereto nor make any claim for compensation or to have the sale annulled on the ground that any of such mains and pipes shall have been found to be as regards either quality condition quantity or any other particular deficient or different to the description thereof herein contained or implied.

8. The purchasers will as soon as possible after completion of the purchase (having regard and subject and without prejudice to the provisions of this agreement) at their own expense and under the superintendence of and to the reasonable satisfaction of the vendors or their manager or engineer disconnect the mains and pipes hereby agreed to be sold from the mains and pipes remaining the property of the vendors in every place where those sold to the purchasers are now connected with those retained by the vendors and also in the same manner stop the several ends of the last-named mains and pipes so as to form dead ends and to prevent the possibility of any waste or leakage of water therefrom under such a pressure as is usually employed by the vendors for their water service.

9. The vendors have furnished to the purchasers particulars in writing of all premises supplied by the vendors within the district specified in Part (A) of the schedule hereto and of the water rates received by the vendors in respect of such supply There are no other contracts for the supply of the premises aforesaid or any of them as the vendors hereby declare.

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10. The property is sold subject to all obligations and with every benefit incident to the possession thereof including the benefit of a grant to construct and use water pipes from the London and North Western Railway Company dated the seventeenth day of August one thousand eight hundred and eighty-one and all other rights or easements for laying or maintaining pipes in through or under any lands The purchasers will indemnify the vendors as from the date of the completion of the purchase against every contract they may be under for the supply of water to any house or any person within the district aforesaid now supplied by means of any part of the property sold and against the yearly rent or sum of five pounds payable to the railway company under the said grant dated the seventeenth day of August one thousand eight hundred and eighty-one and any such liability or obligation as aforesaid shall if necessary and so far as possible be apportioned between the property sold and any other property retained by the vendors and to which any such liability or obligation as aforesaid may relate or be incident jointly with the property sold.

11. The vendors reserve the right after the completion of the purchase to lay maintain and use all such mains within the limits of the district their rights to supply water in which are hereby sold as they in their absolute discretion may consider requisite for the supply of water from the Sudbury Brewery or from the vendors well and pumping station at Alperton or elsewhere to any other place or places lying outside the limits of the district last aforesaid to which they may from time to time supply water under the provisions of the Alperton and Sudbury Water Order 1884 or otherwise.

12. As the sale hereby agreed upon will sever parts of the vendors district not included in such sale (namely Perivale and Twyford) from the vendors source of supply and will therefore necessitate the laying by the vendors of new mains connecting those severed parts with their source of supply the purchasers shall pending the completion by the vendors of the laying of those connecting mains as the vendors agents (so far as they lawfully can) supply the said severed parts of the vendors district with a constant supply of water in such quantity and of such quality as will in every respect fulfil the vendors obligations to the said severed parts of their district under the provisions of the Alperton and Sudbury Water Order 1884 or otherwise And the vendors will pay to the purchasers by way of remuneration a sum of four pounds four shillings per month so long as such supply shall continue or the purchasers will at the option of the purchasers permit the vendors to supply the severed parts aforesaid by the means and mains now employed by them for that purpose Provided always that the agreement contained in this present clause 12 shall not extend for a longer period than six months from the completion of the purchase.

13. The vendors until completion of the purchase will maintain all works mains pipes and apparatus including the reservoir hereby agreed to be sold by them in a proper and efficient state and will not lower the rates or charges now made by them or alter the times or mode of payment and will carry on the supply and sale of water within the limits specified in Part (A) of the schedule hereto in the ordinary and accustomed course The vendors will forthwith

after the passing into law of the said intended Act and also before completion of the purchase furnish to the purchasers lists of the water consumers for the time being and of the rates and water payments payable by them and particulars of the assessments throughout the district specified in Part (A) of the schedule hereto and all other necessary information and help for enabling the Company to carry this agreement into effect.

14. This agreement is conditional on an Act containing the clauses herein-after mentioned or referred to being passed in the years 1894 or 1895 as herein-after mentioned.

15. The vendors will in a Bill to be promoted by them in Parliament in the session of 1894 or if such Bill should not be disposed of by Parliament in 1894 then in the session of 1895 insert clauses if and so far as is necessary confirming and ratifying the sale by the undertakers to the vendors of all their rights under the said Alperton and Sudbury Water Order 1884 and empowering the vendors to sell and the purchasers to purchase all such rights under the said Order as are hereby agreed to be sold and also clauses extending the limits of the purchasers for the supply of water to such part of the parish of Northolt as is referred to in Part (A) of the schedule hereto and clauses confirming and ratifying this agreement and conferring on each of the parties hereto respectively all powers if any which have not herein-before been mentioned or referred to necessary for carrying out the provisions of this agreement.

16. This agreement is subject to any alterations which Parliament may think fit to make therein but if the committee of either House on the Bill shall make any material alteration in this agreement or in the Bill to be introduced by the vendors it shall be competent to the Company injuriously affected by such alterations to withdraw from this agreement and declare the same to be no longer binding on such Company.

17. The vendors will bear and pay all costs charges and expenses of and incident to the preparation promoting and carrying through Parliament of the said Bill incurred by the vendors And if such costs charges and expenses exceed the sum of two hundred and fifty pounds the purchasers will pay to the vendors the sum of two hundred and fifty pounds on account thereof and if they do not exceed the sum of two hundred and fifty pounds then the purchasers will pay to the vendors the full amount of such costs charges and expenses Provided that no part of any such costs charges and expenses incurred by the vendors shall be paid by the purchasers if the said Bill fails to pass into law or if the purchasers withdraw from the agreement in consequence of material alterations made in this agreement or in the Bill by either House of Parliament or if the vendors fail to carry out on their part the agreement herein contained.

In witness whereof the Central Middlesex Water Company Limited and the Colne Valley Water Company have hereunto caused their common seals to be affixed the day and year first above written.

A.D. 1894.

The SCHEDULE above referred to.

(A) The right conferred by the Alperton and Sudbury Water Order 1884 to supply and sell water in the parish of Harrow-on-the-Hill in the county of Middlesex or any parts thereof and in such part of the adjacent parish of Northolt as is intended to be indicated on the map marked A annexed hereto and thereon enclosed by a violet line comprising a conical or tongue-shaped piece of land projecting north-easterly into the parish of Harrow-on-the-Hill the base or south-west side of which is formed by an imaginary straight line as the crow flies drawn from a point on the boundary line of the limits of supply of the Central Middlesex Water Company Limited exactly opposite the east side of a certain lane leading to Ruislip where that lane adjoins the Northolt Road at a point between St. Hildas otherwise known as Naylor's Nursery and Grove Farm both in the parish of Harrow-on-the-Hill to a point on the north-westerly side of a certain green lane leading from Harrow-on-the-Hill to Wood End and Northolt known as Love Lane where the boundary line of the limits of supply of the Central Middlesex Water Company Limited crosses the said lane.

(B) All mains service and other pipes and all fittings in actual use for the supply of water for the purposes of the undertaking on the date of the completion of the purchase within the limits of the parish of Harrow-on-the-Hill and such part of the parish of Northolt as aforesaid except the main now laid between the Sudbury Brewery and the corner of the bridle path leading from the Harrow Road at Sudbury to Horsendon Hill which the vendors require for the purposes of the undertaking lying outside the district in which their right to supply and sell water is by the above written agreement agreed to be sold and subject to all contracts particulars of which have been furnished by the vendors to the purchasers as herein-before mentioned and which may be in force and binding on the vendors on the date of completion of the purchase with respect to the user letting or hire of any meters or fittings agreed to be sold as aforesaid.

(C) A service reservoir and piece of land adjoining the same situate on Wembley Hill in the parish of Harrow-on-the-Hill aforesaid containing in the whole one acre two roods or thereabouts a little more or less as the same is shown on the plan marked B hereunto annexed and is thereon coloured pink together with the right to maintain and lay pipes and the right to go pass and repass with or without horses carts and carriages or otherwise over the strip of land coloured blue on the said plan between the said reservoir and piece of land and the public road called Blind Lane leading from Sudbury to Kingsbury and Preston and all other rights of way and user and easements and appurtenances to the said

reservoir and premises belonging or held or enjoyed or to be held or enjoyed therewith. A.D. 1894.

The common seal of the Central Middlesex Water Company Limited was hereunto affixed in the presence of

Ernest Woolley
Dewar Watson } Directors.

Wm. Edwd. Walter Secretary.

Seal of the Central Middlesex Water Company Limited.

The common seal of the Colne Valley Water Company was hereunto affixed in the presence of

John R. Hollond
Charles E. Keyser } Directors.

Wm. Verini Secretary.

Seal of the Colne Valley Water Company.

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