CHAPTER lxxi.

An Act to empower the Newcastle and Gateshead Water Company to abandon the construction of a portion of certain Works authorised by the Newcastle and Gateshead Waterworks Act 1889 and to construct a New Reservoir and Works in lieu thereof and for other purposes. [3rd July 1894.] A.D. 1894.

WHEREAS the Newcastle and Gateshead Water Company (in this Act called "the Company") were incorporated by the Newcastle and Gateshead Waterworks Act 1863 and acting under the powers of that Act the Newcastle and Gateshead Waterworks Act 1866 the Newcastle and Gateshead Waterworks Act 1870 the Newcastle and Gateshead Waterworks Act 1876 and the Newcastle and Gateshead Waterworks Act 1877 (which Acts are in this Act referred to collectively as "the former Acts" and each of them separately as an Act of the year in which the same was passed) the Company have constructed an extensive system of waterworks whereby they supply with water the city and county of Newcastle-upon-Tyne and the borough of Gateshead and certain parishes and places adjacent and near thereto respectively: 26 & 27 Vict. c. xxxiv. 29 & 30 Vict. c. xlix. 33 & 34 Vict. c. cxxiii. 39 & 40 Vict. c. cxcii. 40 & 41 Vict. c. lxxxvii.

And whereas by the Newcastle and Gateshead Waterworks Act 1889 (in this Act called "the Act of 1889") the Company were empowered to construct a new reservoir to be called the Catcleugh reservoir on the River Rede and certain lines of pipes and additional works and to obtain from that river a further supply of water: 52 & 53 Vict. c. xxxvi.

And whereas by the Newcastle and Gateshead Waterworks Act 1890 (in this Act called "the Act of 1890") the Company were authorised to construct further works for the utilization of the waters of the said river and for improving the supply to a portion of the borough of Gateshead: 53 & 54 Vict. c. cvi.

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And whereas it is expedient that the Company should abandon the construction of the said authorised reservoir on the River Rede and should be authorised to construct in lieu thereof and partially on the same site a larger reservoir to deviate portions of the said lines of pipes and to construct further works in order the better to utilise the water so to be obtained:

And whereas it is expedient to empower the Company to raise additional capital for the purposes of this Act and for the general purposes of their undertaking:

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

And whereas plans and sections showing the lines situations and levels of the works authorised by this Act and also a book of reference to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes of or under the powers of this Act were duly deposited with the respective clerks of the peace for the counties of Northumberland and Durham and are herein-after referred to as the deposited plans sections and book of reference:

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

Short title.

1. This Act may be cited as the Newcastle and Gateshead Waterworks Act 1894.

Incorporation of General Acts.

2. The Lands Clauses Acts;

The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof but for the purpose only of constructing the reservoir and the works immediately connected therewith by this Act authorised; and

The Waterworks Clauses Acts 1847 and 1863 except the words in section 44 of the former of such Acts "with the consent in writing of the owner or reputed owner of any such house or of the agent of such owner";

so far as the same are applicable for the purposes of and not inconsistent with the provisions of this Act are incorporated with and form part of this Act:

And the provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say) :—

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

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

The forfeiture of shares for non-payment of calls ;

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

The consolidation of shares into stock ;

The general meetings of the Company and the exercise of the right of voting by the shareholders (except section 66 "Ordinary meetings to be held half-yearly") ;

The making of dividends ;

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

The giving of notices ; and

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

and Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 shall (subject to the provisions of this Act) extend and apply to the Company and to the additional capital by this Act authorised to be raised.

Interpretation.

3. Terms to which meanings are assigned in Acts incorporated wholly or in part with this Act or which have therein special meanings have in this Act (unless varied thereby) the same respective meanings and in this Act and (for the purposes of this Act) in Acts incorporated wholly or in part with this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression shall have effect as if the debt or demand with respect to which it is used were a common simple contract debt and not a debt or demand created by statute.

In the Railways Clauses Consolidation Act 1845 for the purposes of this Act—

The expressions "the railway" "the work" and "the centre of the railway" respectively mean the reservoir and works immediately connected therewith and the boundaries thereof by this Act authorised.

Power to construct works.

4. Subject to the provisions of this Act the Company in the lines and situations and upon the lands shown on the deposited plans and according to the levels shown on the deposited sections

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may make and maintain the reservoir lines of pipes extensions deviations alterations diversions and other works shown on the deposited plans among which are the following principal works (that is to say):—

(1) A reservoir (to be called the Catcleugh reservoir) in the townships of Rochester and Troughend in the parish of Elsdon and in the township of Ramshope (extra parochial) to be formed by means of an embankment or dam across the valley of the River Rede such embankment extending in a northerly direction in the said township of Rochester and in a southerly direction in the said township of Troughend;

(2) A conduit or line of pipes (Number 1) wholly situate in the said townships of Rochester and Troughend commencing in the said township of Rochester in the said intended Catcleugh reservoir near the embankment thereof and terminating in the same township by a junction with the conduit or line of pipes (Number 1) authorised by the Act of 1889 (herein-after referred to as "the authorised line of pipes");

(3) A diversion (Number 1) of the main road leading from Jedburgh to Otterburn commencing in the said township of Rochester at a point in the said main road and terminating in the said township of Ramshope at a point in the said main road in an easterly direction from the road leading to Ramshope farm buildings;

(4) A diversion (Number 2) of the said main road commencing in the said township of Ramshope at a point in the said main road in a south-easterly direction from the dwelling-house at the Ramshope Kennels and terminating in the said township of Rochester at a point in the said main road in an easterly direction from the mile-stone indicating fifteen miles from Jedburgh;

(5) A deviation of the authorised line of pipes such deviation commencing in the township of Buteland in the parish of Birtley at a point on the authorised line of pipes in a northerly direction from the place where the authorised line of pipes crosses the Heugh Burn and terminating in the township of Birtley in the said parish of Birtley at a point on the authorised line of pipes in a southerly direction from the place where the authorised line of pipes crosses the road leading from the farm-house known as Birtley Shields to High Carry House;

(6) A deviation of the authorised line of pipes commencing in the township of Chipchase in the parish of Chollerton at a point on the authorised line of pipes in a westerly direction

from the Hill Head farmhouse and terminating in the township of Gunnerton in the parish of Chollerton at a point on the authorised line of pipes in a north-easterly direction from Greens Fell farmhouse;

(7) A conduit or line of pipes (Number 2) commencing in the township of Harlow Hill in the parish of Ovingham by a junction with the existing pipes of the Company at or near to the entrance to the outlet tunnel of the Company's great southern reservoir and terminating in the township of Elswick in the parish of St. John in the city of Newcastle-upon-Tyne at the place where Westmorland Road crosses Gloucester Street;

(8) A conduit or line of pipes (Number 3) wholly situate in the township of Horsley in the parish of Ovingham commencing in the Wylam pumping station of the Company and terminating in the Company's Horsley reservoir:

All the before-mentioned works will be in the county of Northumberland:

(9) A conduit or line of pipes (Number 4) commencing in the township of Newburn in the parish of Newburn in the county of Northumberland at a point in a public road in the village of Newburn in a northerly direction from the toll-house at the northern end of the bridge over the River Tyne at Newburn and terminating in the township of Stella in the parish of Ryton in the county of Durham at a point in the road leading from Hexham to Gateshead in an easterly direction from the junction of Stella Lane with the said road;

(10) A conduit or line of pipes (Number 5) wholly in the townships of Stella and Winlaton the latter being in the parish of Winlaton in the county of Durham commencing in the said township of Stella at a point in the said road leading from Hexham to Gateshead in a westerly direction from the centre of the bridge carrying the said road over Blaydon Burn and known as Blaydon Bridge and terminating in the said township of Winlaton in an easterly direction from the centre of the said bridge;

(11) A conduit or line of pipes (Number 6) commencing in the said township of Winlaton in the road leading from Hexham to Gateshead at or near to the junction therewith of Strothers Lane and terminating in the parish and township of Whickham in the county of Durham at a point in the said road in an easterly direction from the junction of Whickham Road with the said road;

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(12) A conduit or line of pipes (Number 7) commencing in the said parish and township of Whickham at a point in the said road leading from Hexham to Gateshead in a westerly direction from the centre of the bridge carrying the said road over the River Team and known as Low Team Bridge and terminating in the parish of Gateshead in the county of Durham at a point in the said road in an easterly direction from the centre of the said bridge.

Power to make subsidiary works.

5. The Company in addition to the foregoing works may from time to time upon any lands acquired or to be acquired by them make and maintain all such cuts channels adits catchwaters aqueducts culverts tunnels drains sluices by-washes weirs gauges stand-pipes filter-beds tanks banks walls approaches engines machinery and appliances as may be necessary or convenient in connection with the before-mentioned works or any of them but nothing in this section shall exonerate the Company from any action indictment or other proceeding for nuisance in the event of any nuisance being caused by them.

Works below high-water mark not to be commenced without consent of Board of Trade.

6. The Company shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals If any such work be commenced or completed contrary to the provisions of this Act the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable accordingly with costs.

Power to take lands and waters.

7. Subject to the provisions of this Act the Company may enter upon take and use such of the lands shown on the deposited plans and described in the deposited book of reference as they require for the purposes of this Act and may by means of the works by this Act authorised or any of them divert store appropriate and use for the purposes of the Company the waters of the River Rede at or

above the site of the embankment of the Catcleugh reservoir and may stop up or divert such roads and footways as are shown on the deposited plans as intended to be stopped up or diverted or as are included within the limits of the land to be compulsorily acquired and which shall be so acquired and may appropriate for the purposes of this Act the site and soil of such portions of the said roads and footways as are so stopped up or diverted so far as the same are bounded on both sides by lands of the Company.

Power to agree as to drainage of lands &c.

8. The Company may make and carry into effect agreements with the owners lessees or occupiers of any lands within the drainage area of the reservoir and works by this Act authorised with reference to the execution by the Company or such owners lessees or occupiers of such works as may be necessary for the purpose of draining such lands or any of them or for more effectually collecting conveying and preserving the purity of the waters by this Act authorised to be diverted collected and appropriated by the Company flowing to upon or from such lands directly or derivatively into such reservoir or works.

For the protection of the Northumberland County Council.

9. The following provisions shall have effect for the benefit and protection of the county council of Northumberland (in this section called "the county council") unless otherwise agreed in writing between the county council and the Company:—

(1) The diversions Numbers 1 and 2 by this Act authorised of the main road leading from Jedburgh to Otterburn (which diversions are herein-after referred to as "the substituted road") together with any bridge arch culvert or work which may be erected for carrying the substituted road over the Ramshope Burn and over those parts of the Catcleugh reservoir which will be crossed by the substituted road shall be constructed at the expense of the Company under the superintendence and to the reasonable satisfaction of the surveyor of the county council (in this section called "the county surveyor") and in accordance with plans sections and specifications to be submitted to and approved by him in writing before the commencement of any part of the work Provided that if he shall not within one month after the same shall have been submitted express his approval or disapproval of the said plans sections and specifications or signify his requirements in relation thereto he shall be deemed to have approved thereof:

(2) In connexion with and as part of the substituted road and the said bridges arches culverts and works the Company shall construct all necessary and proper embankments drains culverts

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retaining-walls fences and parapet-walls in accordance with plans sections and specifications to be approved as aforesaid:

(3) Notwithstanding anything shown upon the deposited plans or sections or contained in this Act the substituted road where it is level with the ground shall be constructed of the full width of forty feet between the fences thereof and where it is in cutting or on embankment so that the width at formation level shall be thirty feet The metalling of the said road shall not be less than twenty-one feet nor the pitching less than thirty feet:

(4) The portions of the existing road from Jedburgh to Otterburn aforesaid intended to be diverted shall respectively be kept open for traffic by the Company until the said diversions (Numbers 1 and 2) shall have been respectively completed in accordance with the provisions of this section and shall until the completion of the substituted road continue to be a main road:

(5) The structure of the said bridges arches culverts and works for carrying the substituted road over the Ramshope Burn and over any part or parts of the Catcleugh reservoir and all necessary and proper embankments drains culverts retaining and parapet walls and fences (other than fences for the protection only of adjoining landowners) in connexion with such road and with the said bridges shall at all times be maintained by and at the expense of the Company but to the reasonable satisfaction of the county surveyor and the Company shall also at their own expense maintain to such reasonable satisfaction as aforesaid the substituted road for one year after the completion thereof of which completion the certificate of two justices shall be sufficient and the only evidence which certificate any two justices shall give on such completion being proved to their satisfaction Such certificate shall be enrolled with and preserved by the clerk of the peace for the county of Northumberland who shall from time to time permit any person interested to inspect and take a copy of or extracts from the same:

(6) The substituted road and the said bridges shall from and after the completion thereof certified as aforesaid be deemed to be a main road within the meaning of the Highways and Locomotives (Amendment) Act 1878 and shall vest in the county council precisely in all respects as if the same had been a main road at the appointed day within the meaning of that expression in the Local Government Act 1888 and the surface

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of the substituted road shall after the expiration of the said period of one year during which the same is to be maintained by and at the expense of the Company as aforesaid be maintained and repaired by the county council accordingly :

(7) If at any time it appears to the county council or to any committee thereof exercising the powers of the county council with regard to main roads that having regard to the average expense of renewing maintaining or repairing the highways and bridges maintainable and repairable by them in the neighbourhood of any of the works authorised by this Act extraordinary expenses have been incurred by the county council in renewing maintaining or repairing any such highway or bridge by reason of extraordinary traffic thereon caused by or arising in consequence of the execution of any such works the county council may recover in a summary manner from the Company the amount of such extraordinary expenses as may be proved to the satisfaction of the court having cognizance of the case to have been incurred by the county council as aforesaid :

(8) The Company shall pay to the county council all reasonable costs and charges to be incurred by them in relation to the examination amendment or approval of plans sections and specifications and any superintendence inspection or certificate by this Act required or authorised :

(9) If any difference arise between the county council and the Company touching this section or anything to be done or not to be done thereunder such difference unless otherwise provided for by this Act shall be settled by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party whose decision shall be conclusive and the costs of the reference shall be borne as he shall direct.

Compensation for damage caused by bursting or giving way of reservoir.

10. The Company shall make full compensation to all persons for all damage and injury losses and expenses whatsoever which they may from time to time sustain by reason or in consequence of the bursting or giving way of the reservoir by this Act authorised.

For the protection of the Tyne Improvement Commissioners.

11. The following provisions for the protection of the Tyne Improvement Commissioners (herein-after called "the commissioners") shall (unless otherwise agreed in writing by the commissioners) take effect :—

(1) The conduit or line of pipes (Number 4) shall be laid at such a depth that the top of the pipes shall be at least thirty feet

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below the level of high-water spring tides in the River Tyne The central or level portion of the pipes passing under the river shall be not less than three hundred and thirty feet in length The portions on the north and south sides of the river shall slope upwards at a depth of not less than six feet below the surface of the sloping river walls:

(2) The conduits or lines of pipes (Numbers 6 and 7) shall where passing beneath the rivers be laid at such a depth that the tops of the pipes shall be at least twelve feet in the case of Number 6 and fifteen feet in the case of Number 7 below the level of high-water spring tides of the rivers affected by them:

(3) Before commencing the said works (Numbers 4 6 and 7) the Company shall submit to the commissioners for their approval plans and sections shewing the works proposed to be executed and the mode of execution and such works shall not be carried out until such plans and sections have been approved by the commissioners and shall be carried out in accordance with such approval and to the satisfaction of the commissioners all responsibility with regard to such works whether of construction or maintenance or of damage caused thereby remaining with the Company After any such work shall have been commenced or constructed it shall not be lawful for the Company at any time to alter such works without the like approval of the commissioners:

The Company in constructing the said works shall carefully remove all material excavated by them and not allow it to fall into the rivers or streams of the commissioners:

(4) Provided that if the commissioners shall not within three months from the receipt of such plans and sections express to the Company their approval or disapproval thereof the commissioners shall be deemed to have approved thereof:

If the Company shall not agree with the commissioners as to their disapproval of the said plans and sections the difference shall be referred to arbitration under the provisions of the Railways Clauses Consolidation Act 1845 but the arbitration shall not extend to any alteration of the express provisions herein contained:

(5) The Company at their own expense when called on by the commissioners shall remove or alter the position of the conduit or line of pipes (Number 5) where it crosses Blaydon Burn by the existing bridge carrying the road over that burn in the event of such bridge being at any time hereafter removed or altered

and in case of and during such removal or alteration the Company shall not obstruct the navigation of or allow anything to fall into or remain in the said burn :

(6) No claim shall be made by the Company against the commissioners for any damage which shall happen to the said works by anything done by the commissioners bonâ fide and without negligence for the improvement of the rivers and streams under their jurisdiction.

Limits of deviation.

12. In the construction of the works authorised by this Act the Company may deviate laterally to any extent not exceeding the limits of the lateral deviation shown on the deposited plans and where on any road no such limits are shown the boundaries or fences of such road shall be deemed to be such limits and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding three feet upwards and ten feet downwards :

Provided that no part of any aqueduct conduit or line of pipes shall be constructed or laid so as to be above the general surface of the ground unless it be so shown on the deposited sections except for the purpose of crossing over a stream or railway :

Provided also that if it be found necessary or expedient in the construction of the reservoir by this Act authorised to alter the situation of any embankment or retaining wall the Company may (within the limits of deviation) alter the same accordingly and may also in the construction of the works authorised by this Act deviate vertically from the levels of such embankments or retaining walls reservoir and works as shown with reference to the datum line to any extent not exceeding twenty feet but the Company shall not construct any embankment or wall of the said reservoir of a greater height above the general surface of the ground than that shown on the deposited sections in the case of the corresponding embankment or wall and three feet in addition.

As to ascertaining the amount of compensation water.

13. (1) For the purposes of this section there shall be two arbitrators George Henry Hill and George James Symons or failing them or either of them some competent persons or person to be appointed instead of them or him by the President of the Institution of Civil Engineers and so from time to time and an umpire shall be appointed by the two arbitrators and in case they differ as to such appointment or if the person should die or refuse or become incapable to act an umpire shall be appointed by the said president and the said arbitrators and umpire are in this section referred to as the arbitrators.

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(2) Immediately after the passing of this Act the arbitrators shall at the cost of the Company cause to be erected and thenceforward maintained during the seven years next following the first day of January one thousand eight hundred and ninety-five such number of rain gauges and in such positions upon the drainage area of the Catcleugh reservoir as they shall think fit and within six months after the termination of the said seven years they shall determine the amount of the available rainfall on the said area and the Company shall discharge in a continuous stream into the River Rede at a point thereon situate within five hundred yards of the foot or wall of the embankment of the said reservoir a uniform daily quantity of water equivalent in every year to one fourth of the said available rainfall.

(3) The available rainfall shall be determined by the said arbitrators after taking into consideration all the circumstances of the case.

As to compensation water.

14. (1) Until the date of the completion and filling of the said reservoir the Company before they shall at any time take any water from the River Rede shall permit to flow theredown in a continuous stream during every day of twenty-four hours the following quantities of water at a point situate within five hundred yards of the foot of the site of the embankment as shown on the deposited plans (that is to say) :—

(*a*) Four and a half million gallons in every such day during the months of February March and April in every year; and

(*b*) Two million gallons in every such day during the other months in every year

if and when and so long as the said river shall during the said twenty-four hours yield the same respective quantities.

(2) During the first filling of the Catcleugh reservoir the Company may take any quantity of water therefrom they may think fit provided that they deliver into the said river at the said point out of the said reservoir four and a half million gallons during the months of February March and April and two million gallons during the other months in every year as before mentioned (or if the award of the arbitrators herein-after referred to as "the said award" shall have been made then and in such case the quantity fixed by the said award) so long as there shall remain in the said reservoir sufficient water to enable them to comply with the provisions of this sub-section but whenever and so long as there shall not be sufficient water in the said reservoir to enable them so to

comply they shall cease to take any water therefrom for the purposes of their water supply.

(3) So soon as the said reservoir shall have been filled with water for the first time and until the said award shall have been made the Company shall deliver out of the said reservoir at the said point into the said river the before-mentioned quantities of four and a half million gallons and two million gallons but so soon as the said award shall have been made and the said reservoir shall have been filled for the first time they shall so deliver the quantity determined by the said award.

(4) The Company shall provide a suitable gauge or gauges for measuring the quantity of water flowing down the said river at the said point therein in pursuance of this section and shall for ever thereafter maintain such gauge or gauges as shall be necessary to carry into effect the provisions of this section and the said gauge or gauges shall be open to the inspection and examination of the Board of Trade and their officers the Board of Conservators having under any acts relating to fisheries jurisdiction within the said river Rede their water bailiffs and surveyors and of all persons interested in the flow of the water of the said river.

(5) If at any time the said gauge or gauges shall be in an unfit state of repair or condition for the purposes for which it or they is or are intended the same shall forthwith be put into a proper and efficient state of repair and condition by and at the expense of the Company or if they fail so to do within twenty-eight days after notice given to them by the said Board of Conservators or any of the persons interested in the flow of the said river requiring them so to do then that board or any such person may cause the said gauge or gauges to be placed in fit repair and condition and may recover the expense of so doing with full costs of suit against the Company in any court of competent jurisdiction without prejudice to the daily penalties.

(6) The Company shall not take appropriate use or impound any of the said waters until they have provided the said gauge or gauges.

(7) If the Company make default in permitting to flow or to deliver into the said river as the case may be the quantities of water by this section provided they shall be liable to a penalty not exceeding two hundred pounds for every day or part of a day during which such default shall continue such penalty to be recovered summarily with full costs of the proceeding by any person interested in the subject matter of the complaint Provided that only one such penalty

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shall be recoverable in respect of any one day or part of a day Provided also that in the case of penalties recoverable by the Board of Conservators of the Tyne Fishery District such penalties shall be recovered and applied in the manner directed by the Salmon and Freshwater Fisheries Acts 1861 to 1892.

(8) If any difference arise between the Company and the Board of Conservators or any person so interested with respect to the construction or use of the said gauge or gauges or the state of repair and condition thereof such difference shall be settled and determined by a hydraulic engineer to be nominated (unless otherwise agreed on between the parties in difference) on the application of either of them by the Board of Trade and the costs of and incident to the investigation and determination shall be borne as such engineer shall direct.

(9) The provisions of this section shall be accepted and taken by all persons interested as full compensation for all water of the River Rede or its tributaries which the Company can divert collect impound take appropriate and use for the purposes of the Company by means of the exercise of the powers of this Act except in respect of any lands situate between the foot of the said embankment and the said point of discharge of water into the river.

(10) Section 7 (as to compensation water) of the Act of 1889 is hereby repealed.

For the protection of conservators.

15.—(1) The Company if so required by the Board of Trade shall at their own costs and charges before they take any water for the purposes of their undertaking erect and maintain across the outlet or pipe used for taking water from the said reservoir for the purposes of their water supply a mesh or grating of such form and in such manner as may be approved by the Board of Trade and if the Company fail to put up such mesh or grating as they are hereby required to do they shall incur a penalty not exceeding twenty-five pounds for every day or part of a day during which such failure continues and if the Company fail so to maintain the said mesh or grating after the same shall have been so put up they shall incur a penalty not exceeding twenty-five pounds for every day during which such failure continues.

(2) All penalties incurred by the Company under this section shall be recovered and applied in the manner directed by the Salmon and Freshwater Fisheries Acts 1861 to 1892 for the recovery and application of penalties imposed by those Acts or any of them.

(3) Nothing in this Act or in any of the former Acts in relation to the waters of the River Rede or its tributaries contained and no

act done or works executed thereunder shall be deemed to alter the limits of the River Tyne as defined in any certificate of a Secretary of State or of the Board of Trade under the provisions of the Salmon and Freshwater Fisheries Acts 1861 to 1892 or any of them Provided that nothing herein contained shall be deemed to authorise any interference with or with the user of the works by this Act authorised. A.D. 1894.

(4) The Company shall not be required to make and maintain attached to the dam of the Catcleugh reservoir any fishpass.

(5) Within one month after the passing of this Act the Company shall pay into the London and Westminster Bank Lothbury to the credit of the permanent secretary of the Board of Trade and the chairman of the Board of Conservators of the Tyne Fishery District herein-after called the trustees the sum of three thousand eight hundred and fifty pounds.

(6) The said sum of three thousand eight hundred and fifty pounds or so much thereof as shall not for the time being be expended as herein-after provided may if the trustees in their discretion think fit be left on deposit in the said bank or be invested by them in Government securities.

(7) The said sum of three thousand eight hundred and fifty pounds and any interest thereon shall be expended by the trustees at such times and in such manner as the Board of Trade in their discretion shall think fit for the advantage of the fisheries of the Tyne Fishery District.

As to Otterburn Mill.

16. Notwithstanding anything in sub-section (9) of the section of this Act of which the marginal note is "As to compensation water" the owners for the time being of the Otterburn estate situate in the parish of Elsdon in the county of Northumberland shall be entitled if the mill forming part of the Otterburn estate is injuriously affected by the exercise of the powers of this Act to receive compensation for any loss or damage sustained by such owners by reason of such injurious affection in accordance with the provisions of section 6 of the Waterworks Clauses Act 1847.

For the protection of the Corporation of Newcastle-upon-Tyne.

17. The following provisions for the protection and benefit of the mayor aldermen and citizens of the city of Newcastle-upon-Tyne (in this section called "the corporation") shall apply and have effect:—

(1) Sub-section (2) of section 18 of the Act of 1889 shall be repealed as soon as the Catcleugh reservoir by this Act authorised shall have been completed and the Company have commenced to take water therefrom for purposes of supply and

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in lieu thereof Be it enacted that whenever and so long as the quantity of water in all the reservoirs of the Company (including the said reservoir by this Act authorised) exclusive of any water taken from the River Tyne shall not exceed eight hundred million gallons no supply of water shall be afforded by the Company to the North Shields Water Company except within the limitations herein-after mentioned (that is to say) Whenever and so long as the quantity of water in the said reservoirs exclusive of any water taken from the River Tyne shall exceed seven hundred million gallons the Company may supply to the North Shields Water Company not more than six hundred thousand gallons of water per day and whenever and so long as the quantity of water in the said reservoirs exclusive of any water taken from the River Tyne shall not exceed seven hundred million gallons but shall exceed six hundred million gallons the Company may supply to the North Shields Water Company not more than five hundred thousand gallons of water per day and whenever and so long as the quantity of water in the said reservoirs exclusive of any water taken from the River Tyne shall not exceed six hundred million gallons but shall exceed five hundred million gallons the Company may supply to the North Shields Water Company not more than four hundred thousand gallons of water per day:

(2) The Company shall immediately after the passing of this Act commence the construction of the reservoir and works by this Act authorised for obtaining a supply of water from the River Rede and shall proceed with the execution of such works with all reasonable despatch and shall complete the same within seven years from the passing of this Act.

Reserving rights of sporting to J. R. Carr-Ellison.

18. The sole rights of fishing fowling and sporting in and over the lands to be taken by the Company for the purposes of the Catcleugh reservoir from John Ralph Carr-Ellison with liberty to keep one boat on such part of the said reservoir as shall be on such lands are hereby reserved to the said John Ralph Carr-Ellison Provided that the rights reserved shall not be exercised so as to foul the water in the said reservoir and shall not interfere with the rights powers and authorities of the Company including the right of drawing off the water of or not filling the said reservoir and the doing of all such acts as may be necessary for cleansing or repairing the said reservoir and the works connected therewith and for preventing the water thereof from being fouled or for preventing

the accumulation of fish to such an extent as to affect the quality of the water.

Company to purchase the Ramshope and Whitelee estates.

19. The Company shall if so required by the trustees of the Ramshope and Whitelee estates forming portion of the Pawson estates or by other the owners thereof for the time being by notice in writing within two years from the passing of this Act purchase the whole of the said Ramshope and Whitelee estates for such amount and upon such terms as may be agreed upon or failing agreement as may be determined by arbitration under and according to the provisions of the Lands Clauses Acts.

For the protection of the Duke of Northumberland.

20. The following provisions for the protection and benefit of the Most Noble Algernon George Duke of Northumberland his heirs sequels in estates and assigns shall apply and have effect (that is to say) :—

(1) The section of this Act the marginal note whereof is "Compensation to be made in respect of works abandoned" shall not apply to any contract entered into or notice given by the Company for the purchase of any land from the said Algernon George Duke of Northumberland or his trustees but the same shall remain in full force and take effect as if this Act had not been passed :

(2) All and singular the agreements and stipulations contained in an agreement dated the twenty-first day of May one thousand eight hundred and eighty-nine scheduled to and confirmed by the Act of 1889 for the benefit of the Most Noble Algernon George Duke of Northumberland his heirs sequels in estate and assigns and the estate referred to in such agreement shall remain in full force and effect and this Act shall be read and construed as if such agreement was incorporated with and formed part hereof and applied to the lands authorised to be taken by and the works sanctioned by this Act as well as to such of those taken by and sanctioned under the Act of 1889 as are not by this Act directed to be abandoned :

(3) The further agreement made the eighteenth day of June one thousand eight hundred and ninety-four between the Company of the one part and the Most Noble Algernon George Duke of Northumberland of the other part and set forth in the schedule to this Act is hereby confirmed and made binding on the Company and the Duke of Northumberland.

For protection of Cadwallader John Bates.

21. For protection of Cadwallader John Bates or other the owner for the time being of his Heddon estate (herein-after respectively

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referred to as "the owner") the following provisions shall have effect (that is to say):—

(1) The Company shall construct and maintain to the reasonable satisfaction of the owner the best known mechanical works for preventing the escape of water from any pipe of the Company on to any lands or into any mines of the owner:

(2) The Company shall from time to time make full compensation for any damage injury or loss whatsoever caused to the owner in respect of his mines of coal and fireclay and his brickworks and houses by reason of the bursting or leakage of the line of pipes Number 2 by this Act authorised and such compensation failing agreement shall be determined by an arbitrator to be appointed by the Board of Trade.

As to fencing.

22. The Company shall at their own costs and charges before taking any water from the River Rede erect sufficient fences on each side of the said river between the embankment of the reservoir and the point at which the Spithope Burn falls into the River Rede in order to prevent cattle from straying across the said river and shall thenceforward maintain such fences And if any difference shall arise between the Company and any of the parties interested as to the position or character of the works such difference shall be referred to arbitration under the provisions of the Railways Clauses Consolidation Act 1845.

Company may acquire easements only in certain lands.

23. The Company may in lieu of acquiring any lands for the purpose of any conduits or pipes by this Act authorised acquire such easements and rights in such lands as they may require for the purpose of constructing placing laying inspecting maintaining cleansing repairing conducting or managing the same and may give notice to treat in respect of such easements and rights and may in such notice describe the nature thereof and the several provisions of the Lands Clauses Acts inclusive of those with regard to arbitration and the summoning of a jury shall apply to such easements and rights as fully as if the same were lands within the meaning of such Acts Provided always that except as to land forming part of a street 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 Provided also that as regards any lands taken or used by the Company for the purpose of laying conduits or pipes therein

where such 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.

Period for compulsory purchase of lands.

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

Period for completion of works.

25. If any works authorised by this Act are not completed within the period of seven years from the passing of this Act then on the expiration of such period the powers by this Act granted to the Company for executing the same or in relation thereto shall cease except as to so much thereof as is then completed but nothing in this Act shall restrict the Company from extending enlarging altering reconstructing or removing any of their tanks tunnels engines sluices machinery apparatus filter-beds mains pipes or other works or plant at any time and from time to time as occasion may require.

Power to take additional lands by agreement.

26. The Company may from time to time for the purposes of their undertaking acquire by agreement either in fee simple or for any term or terms of years (not being in any case less than ninety-nine years) in addition to lands which they are already authorised to hold under the powers of the former Acts or the Act of 1889 or the Act of 1890 or to take by compulsion under the powers of this Act any lands not exceeding in the whole twenty-five acres or any easement right or privilege therein thereunder or thereover (not being an easement right or privilege of water in which other than parties to the agreement have an interest) but the Company shall not deal with such lands so as to create a nuisance nor use any such lands for any building except buildings required for the undertaking of the Company.

Power to grant easements.

27. 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 in fee either absolutely or in consideration of any yearly or other rent any easement interest right or privilege (not being an easement right or privilege of water in which other than parties to the agreement have an interest) required for the purposes of this Act in over or

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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.

Restriction on taking houses of labouring class.

28.—(1) The Company shall not under the powers of this Act purchase or acquire in any city borough or other urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or 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.

(2) For the purposes of this section the expression "labouring class" includes mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

(3) The provisions of this section shall not extend or apply to temporary buildings erected for the occupation of or occupied wholly or partially by persons of the labouring class employed in the construction of the works of the Company.

Sale of superfluous lands.

29. The Company may subject to the provisions of the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands so far as such provisions are in each case applicable from time to time sell lease or otherwise dispose of in such manner and to such persons as the Company think fit any lands houses or other property for the time being belonging to the Company which they do not require for the purposes of their undertaking and in any such sale or lease the Company may reserve to themselves all or any water or water rights or other easements belonging to the lands sold or leased and may make the sale or lease for such consideration and subject to such reservations conditions restrictions or provisions and generally upon such terms and conditions as the Company think fit.

Company shall abandon construction

30. The Company shall abandon the construction of the said Catcleugh reservoir authorised by the Act of 1889 and so much of the authorised line of pipes as lies between the authorised

commencement thereof and the point of termination of the conduit or line of pipes Number 1 by this Act authorised and as lies between the said points of commencement and termination of the said deviations of the said authorised line of pipes.

of authorised Catcleugh reservoir.

Compensation for damage to land by entry &c. for purposes of works abandoned.

31. The abandonment by the Company under the authority of this Act of the works directed to be abandoned shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of works and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Act of 1889.

Compensation to be made in respect of works abandoned.

32. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to the works authorised to be abandoned by this Act the Company shall (subject to the provisions of the section of this Act the marginal note whereof is "For the protection of the Duke of Northumberland") be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Inspector may enter yard &c. to ascertain if cocks are open.

33. If the Company have reasonable cause to believe that the water supplied by them to any house or premises is being wasted by reason of any valve or cock being left wholly or partially open or by any other means the inspector or other person acting under the authority in writing of the Company and producing his authority if required so to do may at any reasonable time enter any yard court or garden forming part of or occupied with such house or premises for the purpose of ascertaining whether such water is

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being so wasted Every person who shall prevent hinder or obstruct the entering of any inspector or person acting under such authority into such yard court or garden or his ascertaining whether such water is being so wasted shall be liable to a penalty for every such offence not exceeding five pounds.

Company may raise additional capital.

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

As to vesting of new shares.

35. The Company shall not issue any share created under the authority of this Act of less nominal value than ten pounds nor shall any such share vest in the person or corporation accepting the same unless and until the full price of such share including any premium obtained upon the sale thereof shall have been paid in respect thereof Provided that it shall not be lawful for the Company to create and issue under the powers of this Act any greater nominal amount of capital than shall be sufficient to produce including any premiums which may be obtained on the sale thereof the sum of five hundred thousand pounds.

As to votes of proprietors of new shares or stock.

36. The proprietors of any shares or stock whether ordinary or preference to be issued under the authority of this Act shall be entitled to such number of votes in respect thereof as the nominal amount represented thereby would have entitled them to if the same had been original shares or stock of the Company.

Limit of dividend on new capital.

37. The Company shall not in any one year make out of their profits any larger dividend on the additional share capital to be raised under the powers of this Act than at the rate of five pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as ordinary capital or five pounds in respect of every one hundred pounds actually paid up of such capital as may be issued as preference capital unless a larger dividend be at any time necessary to make up the deficiency of any previous dividend on the ordinary share capital which shall have fallen short of the said sum of five pounds per centum per annum.

Dividends on different classes of shares or stock to be paid rateably.

38. In case in any year the net revenue of the Company applicable to dividend shall be insufficient to pay the full amount of the maximum dividend to which each class of ordinary shares or ordinary stock in the capital of the Company is entitled a proportionate diminution shall be made in the rate of dividend then to be paid in respect of each class.

New shares or stock to be offered by auction or tender.

39. Notwithstanding anything in this Act contained the Company shall when any new shares or stock created under the powers of this Act are to be issued and before offering the same to the holder of any other shares or stock in the Company and whether the ordinary shares or ordinary stock of the Company are or is at a premium or not offer the same 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 no single lot shall comprise more than one hundred pounds nominal value of shares or stock and that the reserved price put upon such shares or stock shall not be less than the nominal amount thereof 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 except that if any bidding or offer by tender of any holder or holders of shares or stock be the same in amount as any bid or offer made by any other person the bidding or offer of such holder or holders of shares or stock shall be accepted in preference.

Time for paying up shares or stock sold by auction.

40. It shall be one of the conditions of any sale of shares or stock under this Act that the whole nominal amount thereof together with 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 shares or stock.

41. The intention to sell any such shares or stock by auction or by tender shall be communicated in writing to the town clerk of the city and county of Newcastle-upon-Tyne and to the town clerk of the borough of Gateshead 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 once in each of two consecutive weeks in one or more local newspapers circulating within the said city and borough.

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Shares or stock not sold by auction or by tender to be offered to shareholders.

42. When any shares or stock created under the powers of this Act have 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 of the Company in manner provided by the Companies Clauses Act 1863 Provided always that any shares or 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 subject to and in accordance with the foregoing provisions of this Act with respect to the sale of shares and stock but at a lower reserved price than the price put upon the same at the preceding offer thereof for sale by auction or tender (not being less than the nominal value of the shares or stock so offered) and any shares or stock not then sold shall be again offered to the holders of ordinary shares or ordinary stock at the last-mentioned reserved price and so from time to time on failure of any sale or offer.

Application of premium arising on issue of shares or stock.

43. Any sum of money which shall arise by way of premium from the issue of any such shares or stock 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 or 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.

Power to borrow in respect of additional capital authorised by this Act.

44. The Company may from time to time borrow on mortgage of their undertaking in respect of the additional capital by this Act authorised any sum or sums not exceeding in the whole one fourth part of such additional capital raised by shares or stock and at the time actually issued and fully paid up.

Repealing existing provisions as to receiver.

45. Section 27 (for appointment of a receiver) of the Act of 1890 is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings pending at the passing of this Act under any such provision.

For appointment of a receiver.

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

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Existing mortgages to have priority.

47. All mortgages granted by the Company in pursuance of the powers of any Act of Parliament and which shall be subsisting at the time of the passing hereof shall during the continuance of such mortgages and subject to the provisions of the Acts under which such mortgages were respectively granted have priority over any mortgages to be granted by virtue of this Act but nothing in this section shall affect the priority of the interest of any debenture stock at any time created and issued by the Company.

Debenture stock.

48. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 but notwithstanding anything therein contained the interest of all debenture stock 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.

As to conversion of borrowed money into capital.

49. The Company shall not have power to raise the money by this Act authorised to be borrowed on mortgage or by the issue of debenture stock or any part thereof by the creation of shares or stock instead of by borrowing or to convert into share capital any money borrowed under the powers of this Act.

Application of sums raised under this Act.

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

Saving rights of the Crown.

51. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby authorised to give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exercisable by the Queen's Majesty Her heirs or successors.

Saving rights of the Crown

52. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore

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in the foreshore.

or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exercisable by the Queen's Majesty Her heirs or successors.

Costs of Act.

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

The SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made this eighteenth day of June one thousand eight hundred and ninety-four between THE NEWCASTLE AND GATESHEAD WATER COMPANY (herein-after called "the Company") and acting in the matter of the signature of this agreement by the agency of WILLIAM DONALDSON CRUDDAS of Eiswick Newcastle-upon-Tyne and Haughton Castle Northumberland Esquire and LAURENCE WILLIAM ADAMSON of Whitley and Eglingham Northumberland Esquire two of the Directors of the one part and THE MOST NOBLE ALGERNON GEORGE DUKE of NORTHUMBERLAND Knight of the Most Noble Order of the Garter (herein-after called "the Duke") of the other part Whereas the Company are promoting a Bill in Parliament for an Act to empower the Company to abandon the construction of a portion of certain works authorised by their Act of 1889 and to construct a new reservoir and works in lieu thereof and for other purposes and which Bill is herein-after referred to as "the said Act" And whereas the Duke is tenant for life in possession of divers lands and hereditaments in the parishes of Elsdon Birtley Ovingham and Newburn in the county of Northumberland intended to be taken by the Company for the purposes of or affected by their undertaking all which lands and hereditaments are herein-after where convenient referred to as "the Estate" And whereas it is proposed by the Company under the powers of the said Act and of the Acts to be incorporated therewith to take by agreement or compulsion parts of the estate and to make a reservoir and drains conduits lines of pipes and other works thereon and to take and use water from the River Rede and other streams and burns and springs flowing through or arising in the estate and the Duke considering that the estate will be prejudiced by the intended purchases works and proceedings of the Company has been opposing the said Bill in Parliament and has consented to abstain from further opposition (except as to any amendments that may be sought for by the Corporation of Newcastle-upon-Tyne) upon this agreement being entered into between the Company and himself Now these presents witness that in consideration of the premises the Company do hereby agree with the Duke his heirs and assigns (including in the expression "heirs and assigns" all persons who may be or shall become entitled to or interested in the estate in remainder or reversion expectant upon the determination of the estate for life of the Duke or in possession after his decease or otherwise) and the Duke so far as relates to his own acts and so far if at all as he has or will under the said Act or the Acts to be incorporated therewith or otherwise have power to bind the estate or the persons who may or shall become so entitled or interested as aforesaid doth hereby agree with the Company as follows (that is to say):—

1. All questions of price or compensation arising under the said Act and the Acts to be incorporated with the said Act shall in case of necessity or if

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required by either party be referred to and settled by Ralph Clutton of No. 9 Whitehall Place London surveyor or in case of his death or refusal or incapacity to act by some other person to be agreed on and nominated by the parties and the person so selected and acting shall for all the purposes of the reference and all purposes ancillary thereto be in the same position in all respects as a sole arbitrator or an umpire appointed under the Lands Clauses Consolidation Act 1845 and the Acts amending the same would occupy for the purpose of an arbitration under those Acts.

2. A road not less than fifteen feet wide shall be laid out by the Company along the top of the embankment or dam referred to in sub-section 1 of clause 4 of the said Act and shall be properly made up metalled and constructed and for ever thereafter maintained in good repair by the Company and a right of way for all estate purposes and at all times shall be reserved to the Duke over and along the same and such road shall have all necessary fences and shall at the north end have a proper approach thereto and shall be connected with the road from Jedburgh to Otterburn as on the deposited plans shown to be diverted The Company nevertheless may substitute for the road referred to in the last preceding paragraph another road (including and comprising as part thereof all necessary bridges arches culverts embankments retaining-walls fences and works) beginning at a point in the Jedburgh and Otterburn Road not more than five hundred yards east of the farm-house at Catcleugh across the River Rede and terminating on the right bank thereof.

If the Company shall not by notice in writing three weeks at least prior to the beginning of any arbitration for determining any question of price or compensation arising under the said Act define the position of the road to be so made by them as aforesaid the arbitrator shall for the purpose of fixing the price or compensation to be paid or made by the Company assume that the road will be made at the farthest point hereby authorised from the farm-house at Catcleugh.

3. The Company shall from the southern end of the said embankment or from the termination of the said substituted road as the case may be construct upon land to be provided by the Duke a road of the width of fifteen feet and in a course to be approved of by the Duke or his agent for the time being to the site (or if such site shall be more than one mile and a quarter from the southern end of the said embankment to a point one mile and a quarter from the southern end of the said embankment in the direction of such site) whereon the shepherd's cottage and farm buildings to be used in connection therewith shall be erected as herein-after provided and such road shall be of a similar character to that of the farm road leading from Keilder to Keilder Rig end the above mentioned roads shall be completed in all respects before the existing roads leading from the Jedburgh and Otterburn Road by Chattlehope are stopped or interfered with.

4. The Company will on sites on Catcleugh farm to be selected and provided by the Duke or his agent erect in lieu of the shepherd's house and buildings at Chattlehope a shepherd's house and buildings belonging thereto of the same character and at least as commodious as the present shepherd's house and buildings at Chattlehope.

5. The aforesaid house and buildings shall be erected and completed in all respects six calendar months before the house and buildings in lieu of which

they shall have been erected shall be actually taken possession of by the Company The Company shall form from the site on which the said substituted shepherd's house and other farm buildings connected therewith are to be placed a bridle path of the same description and character as the part of the bridle path to be abandoned over the moor and together with all necessary bridges or other structure over any intervening streams for the purpose of connecting such substituted buildings with the Girdle Fell bridle road where now running across the moor and at such point on that bridle road (being in so far as conveniently may be the point nearest to such substituted buildings) as the Duke or his agent shall specify.

6. The Company shall fence off their reservoir in all places where necessary from the adjoining lands of the Duke and shall always keep such fences in good repair order and condition and shall make compensation to all tenants or occupiers of the adjacent part of the estate injured or suffering loss by or in consequence of the insufficiency or disrepair of such fences and will keep the Duke indemnified against any claims whatsoever arising out of the want of repair or insufficiency of the said fences of the reservoir.

7. If by reason of the proximity of the intended reservoir of the Company the farm-house and buildings at Catcleugh shown on the deposited plans referred to in the said Act shall be rendered so unfit for use and habitation as that in the opinion of the Duke it shall be expedient that the same cease to be inhabited and either wholly or in part abandoned as a farm-house the Company shall at the request in writing of the Duke erect and complete on such site as the Duke or his agent shall select another farm-house with farm and other out-buildings or so much of such buildings as the Duke shall require to be abandoned such substituted buildings to be of the same character and at least as commodious as those to be abandoned and this right to require a new farm-house and buildings and premises to be substituted by the Company for the existing farm-house buildings and premises may be exercised by the Duke at any time within five years from the completion of the Catcleugh reservoir.

8. The shepherd's house and buildings in lieu of those at Chattlehope and if required the farm-house and farm and other out-buildings to be erected in lieu of those now existing at Catcleugh shall be erected in accordance with such plans elevations and specifications (and not according to any other plans elevations or specifications) as shall be agreed upon between the Duke and the Company and such buildings and works shall be constructed of good and proper materials and workmanship and with all such approaches and fences as may be reasonably necessary and if any dispute or difference shall arise between the Duke and the Company as to any of the matters mentioned in this clause or as to character or accommodation in clauses Nos. 4 and 7 of this agreement the same shall be referred to an arbitrator to be appointed by the clerk of the peace for the county of Northumberland unless the parties should otherwise agree.

9. The Company shall within nine calendar months from the date of the passing of the Act plant at a place or places to be selected by the Duke or his agent not less than two acres of plantation and with such trees and in such manner as the agent of the Duke shall approve and shall fence off such plantation or plantations with a substantial stone fence of not less than four feet six

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inches in height and to be approved by the said agent and all the trees so planted shall from the time of their planting be the property of the Duke The Company to be allowed to quarry and get stone free of expense from such part of the estate of the Duke as he may point out for the buildings fences erections and works made for the accommodation of the Duke and the estate referred to in the preceding paragraphs the Company nevertheless making compensation to the Duke for all surface damage caused by the quarrying the carriage of materials or otherwise in the exercise of the privilege for quarrying and getting stone hereby granted.

10. If the Duke shall exercise the option given by paragraph 7 of this agreement the Duke shall convey or procure the conveyance to the Company in fee simple free from incumbrances of the said farm-house and buildings with the appurtenances thereto for which others may be substituted by the Company the Company nevertheless paying the Duke for the site of such farm-house and buildings at a price to be agreed upon by the Duke and the Company or in case of any dispute as to the same the amount of such payment to be settled by arbitration.

11. Under the expression "the Duke" this agreement shall enure for the benefit of his heirs and assigns as herein-before defined As witness the hands of the Duke and the said William Donaldson Cruddas and Laurence Wm. Adamson the day and year first aforesaid.

NORTHUMBERLAND.

Witness to the signature of the Duke of Northumberland

ALGERNON M. A. PERCY
Guys Cliffe Warwick J.P.

WM. D. CRUDDAS.
LAURENCE W. ADAMSON.

Witness to the signatures of the said William Donaldson Cruddas and Laurence William Adamson

J. G. DEWAR
Clerk to Messrs. Geo Armstrong and Sons
Solicitors
Newcastle-upon-Tyne.

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