CHAPTER lxxxvii.

An Act to authorise the Newcastle and Gateshead Water Company to abandon the Construction of the Upper Swinburn Reservoir and other Works, and to construct a New Reservoir and Works in lieu thereof; and for other purposes. [12th July 1877.]

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WHEREAS the Newcastle and Gateshead Water Company (in this Act called "the Company") were by "The Newcastle and Gateshead Waterworks Act, 1876," authorised to construct, among other works, the following; (namely,) two reservoirs, therein and herein-after called respectively "Upper Swinburn Reservoir" and "West Hallington Reservoir;" certain aqueducts, in the said Act and herein respectively called "Works Number 7, Number 8, and Number 9;" and also certain road diversions, in the said Act and herein called "Works Number 13, Number 14, Number 15, and Number 16":

39 & 40 Vict. c. cxcii.

And whereas it is expedient that the Company be authorised to abandon the construction of the Upper Swinburn Reservoir, and Works Number 7, Number 8, Number 9, Number 13, Number 14, Number 15, and Number 16, and in lieu thereof to construct the reservoir, aqueduct, and works herein-after described:

And whereas the period limited by the said Act for the completion of West Hallington Reservoir will expire on the twenty-fourth day of July one thousand eight hundred and eighty, and it is expedient that such period be extended:

And whereas an agreement made between the Company of the one part and John Giffard Riddell of the other part, relating among other things to certain of the works so to be abandoned, was scheduled to and confirmed by the said Act, and it is expedient that such agreement be varied in manner herein appearing:

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

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And whereas plans and sections showing the lines, situation, and levels of the intended works, and also a book of reference containing the names of the owners or reputed owners, lessees or reputed lessees, and of the occupiers of the lands required or which may be taken for the purposes thereof, were duly deposited with the clerk of the peace for the county of Northumberland, and are herein-after respectively 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, 1877."

Certain provisions of general Acts herein named incorporated.

2. The following enactments, namely,—

"The Lands Clauses Consolidation Acts, 1845, 1860, and 1869;"

The provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the temporary occupation of lands near the railway during the construction thereof; and "The Waterworks Clauses Acts, 1847 and 1863;"

so far as the same are applicable for the purposes of and not varied by or inconsistent with this Act are incorporated with and form part of this Act.

Interpretation of terms.

3. The provisions of "The Railways Clauses Consolidation Act, 1845," incorporated herewith shall apply only to the reservoir by this Act authorised; and in construing those provisions for the purposes of this Act, the expression "the railway" and "the centre of the railway" respectively mean the reservoir and the boundaries of the reservoir by this Act authorised.

Power to abandon certain works.

4. The Company may abandon the construction of the following works authorised by the recited Act; (that is to say,)

Upper Swinburn Reservoir, and Works Number 7, Number 8, Number 9, Number 13, Number 14, Number 15, and Number 16; but such abandonment shall not in any way interfere with the right of the Company to take, divert, appropriate, and use for the purposes of their undertaking any waters flowing in or upon the site of the Upper Swinburn Reservoir, or the stream called Dryburn.

Compensation for damage to

5. The abandonment by the Company, under the authority of this Act, of any portion of any works 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 works, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation for such temporary occupation, or for any loss, damage, or injury which may have 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 in the recited Act.

Entry on land by entry for purposes of works abandoned.

6. Where before the passing of this Act any contract may have been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the works authorised to be abandoned by this Act, the Company shall 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.

Compensation to be made in respect of works abandoned.

7. Subject to the provisions of this Act the Company, in the lines and situation and upon the lands shown on the deposited plans, and according to the levels shown on the deposited sections, may make and maintain wholly in the county of Northumberland the reservoir, aqueducts, conduits, tunnels, lines of pipes, deviations, alterations, diversions, and works shown on the deposited plans, among which are the following; (that is to say,)

Power to make works according to deposited plans.

Number 1. A reservoir (in lieu of and in substitution for the Upper Swinburn Reservoir), to be called "Colt Crag Reservoir," to be situated in the townships of Great Swinburn and Colwell detached, Little Swinburn, and Gunnerton in the parish of Chollerton, and the township of Thockrington in the parish of Thockrington, which reservoir will be formed by an embankment across the stream called Dryburn at a point upon the said burn six hundred and fifteen yards or there-

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abouts to the west of the most westerly end of a house called Short Knowes;

Number 2. An aqueduct, tunnel, conduit, or line of pipes, in the said township of Little Swinburn in the said parish of Chollerton, to commence within the reservoir authorised by the recited Act, called "the Little Swinburn Reservoir," and near the embankment thereof, and to terminate by a junction with and at the commencement of the aqueduct authorised by the recited Act and described therein as Work Number 10;

Number 3. A diversion, in the townships of Great Swinburn and Colwell detached in the said parish of Chollerton, and in the township of Thockrington in the said parish of Thockrington, of the public carriage road leading from Little Swinburn by Carrycoats Hall to the old Roman road called Watling Street, to commence in the said township of Great Swinburn and Colwell detached at a point in the said road ninety-nine yards or thereabouts, measured in a straight line in a north-westerly direction from the ford in the said road crossing Dryburn, and to terminate in the said township of Thockrington at a point in the said road one hundred and fifteen yards or thereabouts, measured in a straight line in a south-easterly direction from the said ford;

Number 4. A diversion, in the said township of Thockrington in the said parish of Thockrington, and in the township of Little Swinburn in the said parish of Chollerton, of a road or driving way, to commence on the said road at a point seven hundred and sixty yards or thereabouts from the ford or spot on Dryburn where the said road crosses such burn, measured in a straight line in an east-north-easterly direction, and to terminate on the said road at a point three hundred and sixty-three yards or thereabouts from the said ford or crossing of Dryburn, measured in a straight line from the said ford in a south-westerly direction;

Number 5. A diversion or raising of the said old Roman road called Watling Street in the townships of Great Swinburn and Colwell detached, Little Swinburn, and Gunnerton in the parish of Chollerton, such diversion or raising to commence two thousand five hundred and twenty yards or thereabouts from the Woodford Bridge crossing Dryburn, measured in a straight line in a north-westerly direction, and to terminate in the said road at a distance of five hundred and twelve yards from such commencement, measured in a north-north-westerly direction along the said road;

Number 6. All needful cuts, adits, channels, tunnels, aqueducts, filter beds, sluices, outlets, bye washes, overfalls, weirs, gauges, tanks, reservoirs, banks, walls, dams, engines, machinery, apparatus, roads, approaches, works, and conveniences in connexion with or necessary or convenient for the proposed works, or ancillary thereto, or as may be convenient or necessary, for the collecting, impounding, and delivery in and out of the said intended works, or any of them, of such of the streams, springs, and waters as are now authorised to be collected and impounded;

and may take, use, divert, and appropriate for the purposes of the works authorised by this Act, and of the existing and authorised works of the Company, the said stream Dryburn, and all other streams and waters shown on the deposited plans or found in or under any of the lands for the time being belonging to the Company, and may stop up all roads and ways within the limits of deviation defined on the deposited plans which are shown thereon as intended to be stopped up, and may appropriate for the purposes of this Act the sites of the roads and ways so stopped up, so far as the same are bounded on both sides by lands of the Company.

Repeal of portion of sect. 5 of the Act of 1876.

8. Section five of the Act of 1876, except in so far as it confirms and makes binding on all parties the agreement therein mentioned of the 16th day of May 1876, between the Company and the said John Giffard Riddell, and set forth in the schedule to the said Act, and herein referred to as the agreement of 1876, is hereby repealed.

As to compensation water.

9. For the further protection of the said John Giffard Riddell, his heirs, sequels in estate, and assigns, all of whom are included under his name when used in this section, the following provisions shall have effect and be binding on the Company; namely,

1. The agreement dated the fourteenth day of April one thousand eight hundred and seventy-seven, and made between the Company (signed on their behalf by Benjamin Plummer, their chairman, and subsequently sealed by the Company) of the one part, and the said John Giffard Riddell of the other part, as the same is set forth in the schedule to this Act, is hereby confirmed and made binding on all parties:
2. The Company shall during every day of twenty-four hours in every year deliver into the said stream called Dryburn, below the "Little Swinburn Reservoir," a quantity of water being not less than two hundred thousand gallons. The said

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quantity of water shall be delivered at such times during the said twenty-four hours as the Company think fit, unless otherwise required by the said John Giffard Riddell or his agent, in which case it shall be delivered during each such day at such time or times (extending over a period of not less than six hours in the whole) as the said John Giffard Riddell shall from time to time by twelve hours previous notice in writing require, such notice to be delivered to or left at the residence of the officer or servant of the Company whose dwelling shall be nearest to Swinburn Castle:

3. The Company shall construct and for ever thereafter maintain a suitable measuring gauge over or through which the said quantity of compensation water shall flow or be discharged, and such other works as shall be necessary to carry into effect the provisions of this section, and the gauge and works shall be respectively open to the inspection and examination of the said John Giffard Riddell and his agents:

4. If at any time the gauge or any of the works shall be in an unfit state of repair or condition for the purposes for which they 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 seven days after notice given to them by the said John Giffard Riddell requiring them so to do, it shall be lawful for the said John Giffard Riddell to cause such repairs to be done and performed in connexion with the said gauge and works as shall be necessary for placing them in a proper and efficient state and condition, and to recover the expenses of such repairs with full costs of suit against the Company in any court of competent jurisdiction:

5. If any dispute arise as to the state of repair and condition of the said gauge and works, such dispute shall be determined by an engineer to be agreed upon between the parties, or in case of difference to be appointed by the clerk of the peace for the time being of the county of Northumberland:

6. The Company shall not divert or take any water from the said Little Swinburn Reservoir unless and until they shall have made provision for affording the compensation water by this section required:

7. The said quantity of water shall, subject to the provisions of the agreement of 1876 and the agreement scheduled to and confirmed by this Act, be accepted and taken as full compen-

sation for all water which the Company can collect or divert and impound by the works authorised by the Act of 1876, as varied by this Act.

Saving rights of John Giffard Riddell and obligations of the Company.

10. Except as by this Act, or the agreement scheduled hereto, otherwise expressly provided, nothing herein contained nor any of the powers hereby conferred on the Company shall alter or affect the agreement of 1876, or the rights of the said John Giffard Riddell, his heirs, sequels in estate, and assigns, thereunder, or under the Act of 1876, or the obligations of the Company under the agreement of 1876 or the Act of 1876.

Period for completion of works.

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

Extending time for completion of West Hallington Reservoir.

12. The period limited for the completion of West Hallington Reservoir is hereby extended until the twenty-fourth day of July one thousand eight hundred and eighty-six; and section 8 (period for completion of works) of "The Newcastle and Gateshead Waterworks Act, 1876," shall be read and construed accordingly.

Works authorised by this Act substituted for abandoned works

13. The several works by this Act authorised shall constitute and for all purposes be deemed part of the undertaking of the Company, as though they had formed part of the works of and been authorised by the recited Act; and all the rights, powers, and privileges of, and all the liabilities and duties attaching to, and all the provisions affecting the Company in respect of the abandoned works shall, mutatis mutandis, and subject to the provisions of this Act, belong, attach to, and affect the Company in respect of the works by this Act authorised.

Power to take lands and easements.

14. Subject and according to the provisions of this Act, the Company may enter upon, take, and use all or any of the lands shown on the deposited plans and described in the deposited book of reference as they may require for the purposes of this Act, and they may also, for the purpose of doing such acts as may be necessary for preventing the escape of water by faults or fissures on the site of the Upper Swinburn Reservoir, enter upon, take,

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and use such easements in, through, upon, under, and across that site as may be necessary for the purposes aforesaid.

Power to grant easements.

15. Persons empowered by "The Lands Clauses Consolidation Act, 1845," to sell and convey or release lands may, subject to the provisions of that Act and of "The Lands Clauses Consolidation Acts Amendment Act, 1860," and of this Act, grant to the Company any easement, right, or privilege required for the purposes of this Act in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, rights, and privileges as aforesaid respectively.

Period for compulsory purchases limited.

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

Filter beds to be increased.

17. The Company, unless prevented by strikes of workmen or any unavoidable cause or accident, shall on or before the first day of January one thousand eight hundred and seventy-eight complete ready for use such additional filter beds as will increase the total area of the filter beds of the Company to not less than one hundred thousand square feet.

Shortening time for the laying of separate mains alongside River Tyne.

18. The date on or before which the Company shall lay the additional set of main, distributing, and service pipes, machinery, and apparatus on each side of the river, as provided by section nine (Company may lay separate pipes for trade supply) of the recited Act, shall be the first day of September one thousand eight hundred and seventy-seven instead of the end of the year one thousand eight hundred and seventy-eight, and that section shall be read and construed accordingly.

Expenses of Act.

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

SCHEDULE referred to in the foregoing Act.

An Agreement made this fourteenth day of April one thousand eight hundred and seventy-seven, between the Newcastle and Gateshead Water Company, herein-after called "the Company," of the one part, and John Giffard Riddell, of Felton Park in the county of Northumberland, Esquire, of the other part.

Whereas by an agreement, dated the sixteenth day of May one thousand eight hundred and seventy-six, expressed to be made between the Company of the one part and the said John Giffard Riddell of the other part, after reciting that the Company was promoting a Bill in Parliament to enable the Company to construct additional works and raise additional capital, and for other purposes, and that the said John Giffard Riddell was tenant for life in possession of divers messuages, lands, tenements, and hereditaments in the parish of Chollerton, in the county of Northumberland, and all such messuages, lands, tenements, and hereditaments were therein-after referred to as "the estate" or "the said estate" of the said John Giffard Riddell: And that it was proposed by the Company, under the powers of their said intended Act and of the Acts to be incorporated therewith, to take by agreement or compulsion parts of the said estate of the said John Giffard Riddell, and to make, construct, and execute divers reservoirs, aqueducts, and works thereon, and to take and use water from the streams, burns, and springs flowing through or arising in the estate of the said John Giffard Riddell; and the said John Giffard Riddell considering that the said estate would be prejudiced by the said intended purchases, works, and proceedings of the said Company had been opposing their said Bill in Parliament, and had agreed to withdraw such opposition upon the agreement now in recital being entered into between the said Company and himself: It was witnessed that in consideration of the premises by the said agreement now in recital, the Company agreed with the said John Giffard Riddell, his heirs and assigns, (including in the expression "heirs and assigns" all persons who might be or should become entitled to or interested in the estate of the said John Giffard Riddell in remainder or reversion upon the estate for life of the said John Giffard Riddell, or in possession after his decease, or otherwise,) and the said John Giffard Riddell, so far as related to his own acts, and so far if at all as he had or would have power under the said then intended Act of Parliament, or the Acts to be incorporated therewith, or otherwise, to bind the said estate or the persons who should or might become so entitled or interested as aforesaid, thereby entered

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into several stipulations and agreements with the Company with respect to the premises and the intended works of the Company:

And whereas the said Bill in the herein-before recited agreement referred to was in the session of Parliament of 1876 passed into an Act, authorised to be cited as "The Newcastle and Gateshead Waterworks Act, 1876," and thereby, amongst other things, by sub-section number 1 of section number 4 of the same Act, a reservoir (Upper Swinburne Reservoir) and several other reservoirs, aqueducts, conduits, and works in the said Act specified were authorised to be made and constructed wholly or partly upon, in, and through the said estate of the said John Giffard Riddell: And by the fifth section of the said Act the aforesaid agreement of the sixteenth day of May one thousand eight hundred and seventy-six, and which was set forth in the schedule to the same Act, was confirmed and made binding on all parties: And by the same section provision was made for the delivery by the Company during every day of every year into the stream called Dryburn, at a point therein mentioned, of the quantity of water therein mentioned in that behalf, such provision being in effect for the benefit of the said estate of the said John Giffard Riddell:

And whereas the Company is now promoting a Bill in Parliament to enable the Company (among other things) to abandon the Upper Swinburne Reservoir aforesaid, and certain of the aqueducts, conduits, and other works by the said Act authorised, and to enable the Company to make and maintain wholly or partly upon, in, and through the said estate of the said John Giffard Riddell a reservoir (in lieu of and in substitution for the Upper Swinburne Reservoir), to be called Colt Crag Reservoir, which reservoir will be formed by an embankment across the stream called Dryburn at a point in the said Bill mentioned, and an aqueduct, tunnel, conduit, or line of pipes (referred to in the said Bill as Work Number 2), to commence within the reservoir authorised by the aforesaid Act called the Little Swinburne Reservoir near the embankment thereof, and to terminate by a junction with and at the commencement of the aqueduct authorised by the said Act and described therein as Work Number 10, and it is proposed by the said Bill to repeal the aforesaid fifth section of the aforesaid Act, except so far as the said agreement of the sixteenth day of May one thousand eight hundred and seventy-six was thereby confirmed and made binding as aforesaid, and to re-enact the other provisions of the same section, and make them applicable to the said Work Number 2 proposed by the said Bill to be authorised:

And whereas the said intended Colt Crag Reservoir and the lands adjacent thereto, so far as the same are material for the purposes of these presents, are delineated on the plan hereto annexed:

And whereas the said John Giffard Riddell has agreed not to oppose the said Bill in Parliament upon this present agreement being entered into between the said Company and himself:

Now these presents witness that in consideration of the premises, the Company doth hereby agree with the said John Giffard Riddell, and 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 of the said John Giffard Riddell in remainder or reversion upon the estate for life of the said John Giffard Riddell, or in possession after his decease, or otherwise): And

the said John Giffard Riddell so far as relates to his own acts, and so far, if at all, as he has or will have power under "The Newcastle and Gateshead Waterworks Act, 1876," or the said now intended Act or the Acts incorporated or to be incorporated therewith respectively, or otherwise, to bind the said 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 and singular the agreements and stipulations in the aforesaid agreement of the sixteenth day of May one thousand eight hundred and seventy-six, contained, and the rights and privileges, (including particularly those of and in reference to fishing, shooting, and boating in and upon any reservoir,) of the said John Giffard Riddell, his heirs and assigns, and the duties and liabilities of the Company under the same agreement in reference to the works authorised or required by "The Newcastle and Gateshead Waterworks Act, 1876," shall, so far as circumstances will permit, extend and apply to all works to be authorised or required by the said now proposed Act, whether substituted for works authorised by the aforesaid Act, or being new works first authorised or required by the said proposed Act:

2. If within six calendar months after the passing of the said Bill into an Act the land required for the purpose be provided by the said John Giffard Riddell, his heirs or assigns, without cost to the Company, they shall within twelve calendar months after they shall have been authorised to enter thereon construct, at their own cost and to the reasonable satisfaction of the said John Giffard Riddell, his heirs or assigns, in the line marked red on the plan hereunto annexed on the south side of the said Colt Crag Reservoir, from the letters A^a to the letters B^b, a road of the like description and width as and in substitution for the existing road crossing the site of that reservoir from the letter A^a to the letter T and for the intended diversion of that road from the letter U to the letter B^b on the said plan, with a necessary bridge or embankment where such intended road will pass over an arm or part of the said reservoir, and the said substituted road may at all times be used for all purposes by the said John Giffard Riddell, his heirs and assigns, and all the tenants and occupiers of the said estate of the said John Giffard Riddell, and all other persons whom the said John Giffard Riddell, his heirs and assigns, or the said tenants or occupiers, or any of them, shall at any time authorise:

3. The Company shall, by the means and in manner in the said agreement of the sixteenth day of May one thousand eight hundred and seventy-six mentioned, before the end of the year one thousand eight hundred and seventy-seven, make and construct the works mentioned in clause nine of the said agreement for the supply of water for the general use of Swinburn Castle, and the outbuildings and appurtenances thereto, from the springs on Colwell and Little Swinburn Farm rising north of the Blue Crags:

4. The works herein-before agreed to be made and constructed by the Company shall not be accepted and taken in lieu and satisfaction of works mentioned in or which may be required to be made or constructed under

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the said agreement of the sixteenth of May one thousand eight hundred and seventy-six, or "The Newcastle and Gateshead Waterworks Act, 1876," or "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," "The Waterworks Clauses Consolidation Act, 1847," and other general Acts, except so far as the works herein-before agreed to be made and constructed are necessarily in substitution for works mentioned or which may be required to be made or constructed under the said agreement and former and general Acts or any of them, and shall be in addition to all works mentioned in or which may be required to be made or constructed under the said now intended Act, but the Company shall not be required to make any road in lieu of or in substitution of the road crossing the said reservoir shown upon the said plan between the letters E and M, and the said John Giffard Riddell engages that his tenant or tenants shall not require any such substituted road to be made:

5. If any dispute or difference shall arise between the Company and the said John Giffard Riddell, his heirs or assigns, or any of them, as to or concerning any of the matters referred to in clause 2 of this agreement, the same shall be referred to two arbitrators, one to be appointed by each party in difference, and in case of their disagreement, then to an umpire to be chosen by the arbitrators before entering on the consideration of the matters referred to them: And the arbitrators or their umpire shall have power to determine by whom the costs of the arbitration shall be borne, and every such reference shall be deemed an arbitration within "The Common Law Procedure Act, 1854," and be subject to the provisions relating to arbitrations contained in the said Act:

6. This agreement is proposed and intended to be annexed as a schedule to the said now intended Act and to be confirmed thereby, and shall be subject to any alterations which Parliament may think fit to make therein, and shall be void if the said Bill now before Parliament shall not pass into an Act.

As witness the day and year first aforesaid.

JOHN GIFFARD RIDDELL.

Sealed by the Newcastle and Gateshead Water Company by order of the Board.

B. PLUMMER, Chairman.

D. D. MAIN,
Secretary.

L.S.

Witness to the signature of John Giffard Riddell,

JOHN DODDS.

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