CHAPTER xxvii.

An Act to authorise the urban district council of Nuneaton and Chilvers Coton to construct works for prevention of floods on the River Anker within the urban district of Nuneaton and Chilvers Coton and the rural district of Nuneaton in the county of Warwick and for other purposes. [24th June 1904.]

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WHEREAS the urban district council of the urban district of Nuneaton and Chilvers Coton in the county of Warwick (in this Act called respectively "the District Council" and "the urban district") are the local and urban sanitary authority for the urban district:

And whereas the urban district is liable to periodical floods in times of excessive rainfall caused by the overflowing of the River Anker which passes through the district and has suffered considerable damage from such floods and it is expedient that the District Council should be empowered to execute works for widening deepening removing obstructions from and for otherwise improving the bed and channel of the said river:

And whereas it is expedient that the District Council should be empowered to make such further subsidiary works as are in this Act mentioned for keeping clear the bed and channel of the said River Anker within the said urban district and also that part of the rural district of Nuneaton which adjoins the urban district and to make and enforce byelaws as in this Act provided:

And whereas it is expedient that the District Council should be empowered to make agreements with the landowners adjoining the river respecting exchange of land and compensation

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as provided by this Act and that the other powers mentioned in this Act should be conferred upon the District Council:

And whereas an estimate has been prepared by the District Council for the purchase of land and acquisition of easements for and the execution of the works by this Act authorised and such estimate amounts to the sum of ten thousand pounds:

And whereas the several works included in such estimate are permanent works and it is expedient that the cost thereof should be spread over a term of years:

And whereas plans and sections of the works authorised by this Act the plans also showing the lands which may be taken under the powers of this Act and a book of reference containing the names of the owners or reputed owners lessees or reputed lessees and of the occupiers of the said lands have been deposited with the clerk of the peace for the county of Warwick and are in this Act referred to as the deposited plans sections and book of reference:

And whereas it is exedient that the District Council should be authorised to raise money for the purposes hereinbefore mentioned and that the further powers in this Act contained should be conferred upon them:

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

And whereas an absolute majority of the whole number of the District Council at a meeting held on the twenty-eighth day of November one thousand nine hundred and three after ten clear days' notice by public advertisement of such meeting and of the purposes thereof in the Midland Counties Tribune a local newspaper published and circulating in the district such notice being in addition to the ordinary notices required for summoning such meeting resolved that the expense in relation to promoting the Bill for this Act should be charged on and payable out of the district fund and general district rate of the urban district or a special rate created for the purpose:

And whereas such resolution was published twice in the Nuneaton Observer of the fourth and eleventh days of December one thousand nine hundred and three a newspaper published and circulating in the district and has received the approval of the Local Government Board;

And whereas the propriety of the promotion of the Bill for this Act was confirmed by an absolute majority of the whole

number of the District Council at a further special meeting held in pursuance of a similar notice on the sixth day of January one thousand nine hundred and four being not less than fourteen days after the deposit of the Bill in Parliament : A.D. 1904.

And whereas in relation to the promotion of the Bill for this Act the requirements contained in the First Schedule of the Borough Funds Act 1903 have been observed :

May it therefore please Your Majesty that it may be enacted and be it enacted by the King'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 for all purposes as the Nuneaton and Chilvers Coton Urban District Council (Prevention of Floods) Act 1904.

Limits of Act.

2. The limits of this Act shall be the urban district of Nuneaton and Chilvers Coton and that part of the parish of Weddington situated within the rural district of Nuneaton as is included within the limits of the works by this Act authorised and shown upon the deposited plans.

Provisions of certain general Acts incorporated.

3. The following Acts and parts of Acts (so far as the same are applicable for the purposes and are not inconsistent with the provisions of or varied by this Act) are hereby incorporated with this Act (namely) :—

The Lands Clauses Acts :

The provisions of the Railways Clauses Consolidation Act 1845 with respect to roads and to the temporary occupation of lands near the railway during the construction thereof shall apply to the river improvement works by this Act authorised.

Interpretation.

4. The several words and expressions to which by the Acts wholly or partially incorporated with this Act meanings are assigned shall in this Act have the same respective meanings unless there is something in the subject or context repugnant to such construction Provided that in the Acts wholly or partially incorporated with this Act for the purposes of this Act—

"The undertakers" or "the company" means the District Council :

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And in this Act unless the context otherwise requires—

"The urban district" means the urban district of Nuneaton and Chilvers Coton;

"The District Council" means the council of the urban district;

"The district" means the urban district and so much of the parish of Weddington within the rural district of Nuneaton as is included within the limits of deviation shown upon the deposited plans;

"The district fund" and "the general district rate" mean respectively the district fund and the general district rate of the urban district;

"Statutory security" means any security in which trustees are for the time being by or under any Act of Parliament passed or to be passed authorised to invest trust money and any mortgage bond stock debenture debenture stock or other security authorised by or under any Act of Parliament passed or to be passed of any county council or municipal corporation or other local authority as defined by section 34 of the Local Loans Act 1875 but does not include annuities rentcharges securities payable to bearer or any securities of the District Council.

Execution of Act.

5. This Act shall be carried into execution by the District Council with all the powers privileges duties and obligations of an urban district council and the limits thereof shall be so much of the River Anker and its tributaries and the watercourses streams and drains connected therewith as are within the district.

Power to District Council to improve bed and channel of River Anker.

6. The District Council may in the lines and situations shown on the deposited plans and sections divert widen deepen straighten and improve the bed and channel of the River Anker and the tributaries thereof and the watercourses streams and drains in the district connected therewith and may remove alter or curtail walls banks shoals pipes trees and any other matters or things which may interfere with the free flow of the water of the said river tributaries watercourses streams and drains making reasonable compensation subject to the provisions of this Act to all persons injuriously affected by the exercise of the powers of this section.

Power to make works.

7. Subject to the provisions of this Act the District Council may enter upon the lands delineated on the deposited plans and

described in the deposited book of reference and may make and maintain in the lines and situations and according to the levels shown on the deposited sections the works following above and below the town of Nuneaton in the county of Warwick together with all necessary and proper arches walls embankments piling cuts drains sluices penstocks tunnels headings shafts cofferdams hatches and other works and conveniences necessary for or connected therewith (that is to say) :—

Work No. 1 The widening dredging scouring deepening grading and improving the River Anker within the district from the point where the bridge carrying the Ashby and Nuneaton Joint Railway crosses the said river to a point measured 4 furlongs 1·75 chains or thereabouts above the said bridge :

Work No. 2 The widening straightening diversion dredging scouring deepening grading and improving of the said river within the district from the point of termination of Work No. 1 above described for a distance of 6 furlongs 6 chains or thereabouts to the point where the bridge carrying the Nuneaton and Leicester Branch of the Midland Railway crosses the said river and the stopping up filling in and discontinuing of the portion of the said river between the said points as will be rendered unnecessary by the said diversion and improvement and in connection therewith to pull down and reconstruct the existing brick cattle-bridge over the said river connecting the fields or enclosures numbered 970 and 971 on the $\frac{1}{2500}$ scale Ordnance map (1886 edition) of the parish of Nuneaton :

Work No. 3 The widening dredging scouring deepening grading and improving the said river within the urban district from the point of termination of the Work No. 2 above described to a point measured 2 furlongs 4·30 chains or thereabouts therefrom :

Work No. 4 The widening straightening diversion dredging scouring deepening grading and improving the said river within the urban district from the point of termination of the Work No. 3 above described to a point measured 7 chains or thereabouts therefrom and the stopping up filling in and discontinuing of the portion of the said

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river between the said points as will be rendered unnecessary by the said diversion and improvement :

Work No. 5 The widening dredging scouring deepening grading and improving of the said river within the urban district from the point of termination of the Work No. 4 above described for a distance of 6 furlongs 5·34 chains or thereabouts to a point measured 6·46 chains or thereabouts below the point where the county main road called the Attleborough Road crosses the said river by the Attleborough Bridge :

Work No. 6 The widening straightening diversion dredging scouring deepening grading and improving the said river within the urban district from the point of termination of the Work No. 5 above described for a distance of 8·50 chains or thereabouts to a point measured 1·56 chains or thereabouts above the said Attleborough Bridge and the stopping up filling in and discontinuing of the portion of the said river between the said points as will be rendered unnecessary by the said diversion and improvement :

Work No. 7 The widening lengthening and reconstruction of the said bridge called "Attleborough Bridge" on the $\frac{1}{2500}$ scale Ordnance map (1886 edition) for the parish of Nuneaton rendered necessary in consequence of the before-mentioned Work No. 6 :

Work No. 8 The widening straightening diversion dredging scouring deepening grading and improving the said river within the urban district from the point of termination of Work No. 6 above described for a distance of 2 furlongs 1 chain or thereabouts to a point where the bridge carrying the Trent Valley section of the London and North Western Railway crosses the said river.

As to entry on bed of River Anker for deepening same.

8. Wherever for the purpose of deepening the River Anker under the provisions of this Act the bed or channel of such river will be only temporarily interfered with and the District Council shall not require for such purpose to enter on the lands abutting on the said river in right of which any person claims to be entitled to or to any interest in any part of the said bed or channel the District Council may enter upon such part for the purpose of deepening cleansing and repairing the same and if any

person should claim any compensation by reason of such entry or deepening the District Council or such person may apply to two justices who shall determine whether any and (if any) what amount of compensation shall be paid by reason of such entry and deepening and such amount (if any) shall be applied as purchase money and compensation of the like amount are directed to be applied under the Lands Clauses Consolidation Act 1845 and the costs of and incident to such application and determination shall be borne as the justices shall determine and every determination under this section shall be final and conclusive on all parties:

Provided always that in determining the amount of purchase-money or compensation to be paid under any of the provisions of this Act for any lands taken or injuriously affected or for any easements the tribunal assessing such purchase-money or compensation shall have regard to the extent to which the remaining and contiguous lands belonging to the same proprietor may be benefited by reason of the works by this Act authorised.

Limits of lateral and vertical deviation.

9. In the construction of the several works authorised by this Act the District Council may save as in this Act is otherwise expressly provided deviate laterally from the lines thereof as shown on the deposited plans to the extent of the limits of lateral deviation indicated thereon and they may deviate vertically from the levels shown on the deposited sections to any extent not exceeding three feet upwards or three feet downwards.

District Council to be conservators of River Anker &c.

10. The District Council are hereby constituted conservators of so much of the River Anker as lies within the district and of all streams and watercourses within the limits of this Act and as such conservators the District Council may for the purpose of maintaining the purity and improving and freeing or keeping free from obstruction the flow of the said river or the said streams and watercourses—

(1) Dredge cleanse and scour such river and any such stream or watercourse;

(2) Alter deepen restrict enlarge widen diminish lengthen shorten straighten and improve the bed and channel of such river or any such stream or watercourse;

(3) Reduce or remove any shoals shelves banks or other accumulations in such river or any such stream or watercourse;

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(4) Abate or remove or cause to be abated or removed all impediments obstructions or annoyances and all nuisances and abuses whatsoever on such river or any such stream or watercourse or on the banks or shores thereof.

Prohibition of throwing ballast &c. in River Anker.

11. If any person without lawful excuse (the proof whereof shall lie upon him) does any of the following things (namely) :—

(1) Unloads throws or puts or causes or suffers to fall any gravel or any substance which has been used as ballast or any stones earth mud ashes dirt soil or rubbish or any refuse from gasworks or other manufactories into the River Anker or the bed thereof;

(2) Knowingly puts any such gravel or other thing as aforesaid in any place where the same is likely to be carried by floods into the said river;

(3) Wilfully causes or suffers any washing or other substance produced in making or supplying gas or any other offensive matter whether solid or fluid to flow or pass into the said river;

(4) Puts and allows to remain for more than forty-eight hours any heap or collection of manure ashes or other offensive matter whether solid or fluid upon the bank of the said river or puts and allows to remain for more than forty-eight hours any such heap or collection near to any stream or tributary at any point so that the same will or may be likely to drain be blown or pass into the said river ;

he shall for every such offence be liable to a penalty not exceeding twenty pounds and to a daily penalty not exceeding ten pounds.

Providing for works to protect owners &c. of adjoining land against damage by exercise by District Council of their powers as conservators and for

12. If in the exercise of the powers by this Act conferred on the District Council as Conservators of the said River Anker they shall require to execute any works or do any act which may prejudicially affect the owners of or other persons interested in any land upon which such works are to be executed or of any land adjoining or near thereto or of any buildings erected on such land the District Council shall at least twenty-one days before proceeding to execute such works give notice in writing of their intention to the owners and occupiers of such land or buildings

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and in such notice shall specify the particular works intended to be executed or done and on the service of such notice any owner or other person interested may demand that such works be constructed by the District Council as may be reasonably required for the safety or protection of such land or buildings and in case of refusal or neglect by the District Council to comply with such demands or of difference between the District Council and the claimant as to the kind or description of works to be so executed the question shall be determined by two justices in the manner provided by the Railways Clauses Consolidation Act 1845 with respect to accommodation works to be constructed by railway companies the provisions of which Act shall in that respect mutatis mutandis be applicable to and enforceable against the District Council and the District Council shall also make full compensation to every such owner and occupier and all other persons interested in any such land or buildings or having rights in or over the same for all damage or injury which may be sustained by them respectively by reason of the execution of any works hereby authorised or the exercise of any powers hereby conferred on the District Council as such conservators as aforesaid and the amount of compensation shall in case of difference be settled and determined by arbitration in the manner prescribed by and under the provisions contained in the Lands Clauses Acts.

compensation for damage or injury to such owners.

13. The following provisions for the protection of the Midland and London and North Western Railway Companies (hereinafter referred to as "the joint companies") shall unless otherwise agreed between the District Council and the joint companies apply and have effect:—

For protection of Midland and London and North Western Railway Companies.

(1) The District Council shall construct the Work No. 1 hereby authorised and any works in connection therewith so far as the same respectively pass under and adjoin or affect the railway lands or works of the joint companies in such lines as shall be approved by Edward Baylies Thornhill or other the principal engineer for the time being of the joint companies (hereinafter referred to as "the said principal engineer") and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the joint companies and so as in no way to obstruct impede or interfere with the free

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and uninterrupted and safe use of the said railway of the joint companies or with the traffic thereon and if any such obstruction or interference shall be caused or take place the District Council shall pay to the joint companies full compensation in respect thereof:

(2) The District Council shall construct the said Work No. 1 where the same will pass under or adjoin the railway of the joint companies and all works both temporary and permanent necessary and incident to the construction thereof so far as they affect the railway property and works of the joint companies in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the said principal engineer and the District Council shall not commence the construction of the said Work No. 1 or enter upon or interfere with any lands works or property belonging to or used by the joint companies until such plans sections and specifications have been so submitted and approved Provided always that if the said principal engineer shall for the period of one month neglect to give notice of his objection thereto he shall be deemed to have approved thereof but if the said principal engineer shall refuse to approve such plans sections or specifications or shall disapprove the same and in case of the said principal engineer and the engineer of the District Council failing to agree or of any difference arising between them then the said work shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed on or in default of agreement to be appointed at the request of either the District Council or the joint companies by the President of the Institution of Civil Engineers:

(3) The said Work No. 1 and all other works necessary or incident thereto or affecting the property or works of the joint companies shall be executed by and in all things at the expense of the District Council

and under the superintendence and to the reasonable satisfaction of the said principal engineer:

(4) The District Council shall not (except with the previous consent of the joint companies under their respective common seals) purchase or acquire any lands or property of the joint companies but the District Council may purchase and take and the joint companies shall sell and grant accordingly an easement or right of using such of the lands of the joint companies as may be necessary for the construction of the said Work No. 1 in accordance with the provisions of this section:

(5) During the construction of the said Work No. 1 under and adjoining and near to or affecting the railways property and works of the joint companies the District Council shall bear and on demand pay to the joint companies all expenses of employment by them of a sufficient number of inspectors or watchmen to be appointed by the joint companies for watching their railway and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the District Council or their contractors or any person or persons in the employment of the District Council or their contractors with reference thereto or otherwise:

(6) The District Council shall at all times maintain the said Work No. 1 and all the works connected therewith and incident thereto by which the said work shall be carried under and adjoining the railway works and lands of the joint companies in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the District Council fail so to do after reasonable notice in writing from the said principal engineer the joint companies may make and do in and upon as well the lands of the District Council as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of

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such expenditure shall be repaid to the joint companies by the District Council:

(7) Notwithstanding the approval of the said plans sections and specifications by the said principal engineer or anything in this Act contained the District Council shall be responsible for and make good to the joint companies all costs losses damages and expenses which may be occasioned to the joint companies or to their railway works or property or to the traffic thereon or otherwise by reason of the execution or failure of the said works or of any act or omission of the District Council or of any of the persons in their employ or of their contractors or others and the District Council will effectually indemnify and hold harmless the joint companies from all claims and demands upon or against them by reason of such execution or failure or of such act or omission:

(8) If any difference shall arise between the respective engineers of the District Council and the joint companies as to the reasonableness of the plans sections and specifications hereinbefore provided for or any other matter with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof such difference shall be referred to and determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the District Council or the joint companies:

(9) The District Council and the joint companies may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed.

For protection of London and North Western Railway Company.

14. The following provisions for the protection of the London and North Western Railway Company (hereinafter referred to as "the North Western Company") shall unless otherwise agreed between the District Council and the North Western Company apply and have effect:—

(1) Notwithstanding anything contained in this Act or shown on the deposited plans and sections the District

Council shall not construct any portion of Works Nos. 3 and 4 between the points marked A and B on the plan hereinafter referred to except in the line and in the position shown on the plan signed by Frederick Charles Cook on behalf of the District Council and by Edward Baylies Thornhill on behalf of the Company:

(2) The District Council shall construct the Works Nos. 3 4 5 and 8 hereby authorised and any works in connection therewith so far as the same respectively pass under adjoin or affect the railways lands or works of the North Western Company in such lines as shall be approved by Edward Baylies Thornhill or other the principal engineer for the time being of the North Western Company (hereinafter referred to as "the said principal engineer") and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the North Western Company and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railways of the North Western Company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the District Council shall pay to the North Western Company full compensation in respect thereof:

(3) The District Council shall construct the said Works Nos. 3 4 5 and 8 where the same respectively will pass under or adjoin the railways of the North Western Company and all works both temporary and permanent necessary and incident to the construction thereof so far as they affect the railways property and works of the North Western Company in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the said principal engineer and the District Council shall not commence the construction of the said Works Nos. 3 4 5 and 8 or enter upon or interfere with any lands works or property belonging to or used by the North Western Company until such plans sections and specifications have been so submitted and

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approved Provided always that if the said principal engineer shall for the period of one month neglect to give notice of his objections thereto he shall be deemed to have approved thereof But if the said principal engineer shall refuse to approve such plans sections or specifications or shall disapprove the same and in case of the said principal engineer and the engineer of the District Council failing to agree or of any difference arising between them then the said works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed on or in default of agreement to be appointed at the request of either the District Council or the North Western Company by the President of the Institution of Civil Engineers :

(4) The said Works Nos. 3 4 5 and 8 and all other works necessary or incident thereto or affecting the property or works of the North Western Company shall be executed by and in all things at the expense of the District Council and under the superintendence and to the reasonable satisfaction of the said principal engineer :

(5) The District Council shall not (except with the previous consent of the North Western Company under their common seal) purchase or acquire any lands or property of the North Western Company except as hereinafter provided but the District Council may purchase and take and the North Western Company shall sell and grant accordingly an easement or right of using such of the lands of that company as may be necessary for the construction of the said Works Nos. 3 4 5 and 8 in accordance with the provisions of this section :

(6) During the construction of the said works under and adjoining and near to or affecting the railways property and works of the North Western Company the District Council shall bear and on demand pay to that company all expenses of employment by them of a sufficient number of inspectors or watchmen to be appointed by that company for watching their

railways and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the District Council or their contractors or any person or persons in the employment of the District Council or their contractors with reference thereto or otherwise:

(7) The District Council shall at all times maintain the said Works Nos. 3 4 5 and 8 and all the works connected therewith and incident thereto respectively by which the said works shall be carried under and adjoining the railways works and lands of the North Western Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the District Council fail so to do after reasonable notice in writing from the said principal engineer the North Western Company may make and do in and upon as well the lands of the District Council as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the North Western Company by the District Council:

(8) Notwithstanding the approval of the said plans sections and specifications by the said principal engineer or anything in this Act contained the District Council shall be responsible for and make good to the North Western Company all costs losses damages and expenses which may be occasioned to that company or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the said works or of any act or omission of the District Council or of any of the persons in their employ or of their contractors or others and the District Council will effectually indemnify and hold harmless the North Western Company from all claims and demands upon or

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against them by reason of such execution or failure or of such act or omission :

(9) If any difference shall arise between the respective engineers of the District Council and the North Western Company as to the reasonableness of the plans sections and specifications hereinbefore provided for or any other matter with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the District Council or the North Western Company :

(10) The District Council and the North Western Company may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed.

For protection of Midland Railway Company.

15. In executing the works by this Act authorised where the same will affect the railways works bridges and property of the Midland Railway Company (hereinafter called "the Midland Company") the District Council shall (except so far as it may be otherwise agreed between the Midland Company and the District Council) be subject to the following conditions :—

(1) All works to be done by the District Council in the exercise of the powers conferred by this Act in any way affecting the railways works bridges and property of the Midland Company shall be executed under the superintendence (if the same be given) and to the reasonable satisfaction of the principal engineer for the time being of the Midland Company and according to plans and drawings to be previously submitted to and reasonably approved by him or in case of difference by an arbitrator appointed in pursuance of this section Provided that if for fourteen days after such plans and drawings shall have been submitted to the said engineer he shall fail to give notice to the District Council of his objections thereto he shall be deemed to have approved thereof :

(2) Any works affecting the railways works bridges and property of the Midland Company which the District Council may execute under this section shall be so constructed and maintained as to cause no injury to the said railways works bridges and property or interruption to the passage or conduct of traffic over the same and if in consequence of the execution of such works or the maintenance thereof any injury be caused to the said railways bridges works and property or any interruption be caused to the traffic the District Council shall make full compensation to the Midland Company in respect of such injury or interruption the amount of such compensation unless agreed upon to be determined by arbitration :

(3) The District Council shall on demand pay to the Midland Company the cost of the execution and maintenance by that company of any protective works which in the opinion of the said principal engineer of the Midland Company shall be rendered necessary in consequence of the execution of the works of the District Council for the safety and protection of the railways bridges works and property of the Midland Company including if required the widening of the arches and the underpinning of the abutments and piers of the said bridges :

(4) The District Council shall bear and on demand pay to the Midland Company the reasonable expense of the employment by that company during the execution of any work affecting their said railways bridges works and property of a sufficient number of inspectors watchmen and signalmen to be appointed by that company for watching and signalling the same with reference to and during the execution of any such work of the District Council and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the District Council or their contractors :

(5) The District Council shall acquire only such an easement across over or under the railways bridges works and property of the Midland Company as may be necessary for constructing or maintaining the works of the

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District Council by this Act authorised and shall pay to the Midland Company for any such easement to be acquired by them such sum as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845:

(6) Any dispute or difference which may arise between the Midland Company and the District Council with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other fit person to be appointed (in default of agreement) by the Board of Trade on the application of the Midland Company or the District Council and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Warwickshire County Council.

16. And whereas the Warwickshire County Council are responsible for the maintenance and repair of Attleborough Bridge in section 7 of this Act mentioned and of Nuneaton Bridge in the deposited plans and book of reference mentioned be it enacted as follows The widening lengthening and reconstruction of Attleborough Bridge and the widening straightening diversion dredging scouring deepening grading and improving of the said river at and for a distance of twenty-five yards above and below Attleborough Bridge and Nuneaton Bridge respectively shall be carried out by the District Council in all respects to the satisfaction of the Warwickshire County Council and in accordance with plans and specifications previously approved by them.

Power to alter pipes &c.

17. In executing the works by this Act authorised the District Council may raise sink or otherwise alter the position of any sewer drain waterpipe or gaspipe belonging to or connected with any building adjoining or near to the site of any such work and also any pipe tube wire or apparatus laid down or used for telegraphic or other purposes and may remove any other obstruction causing as little detriment and inconvenience as circumstances admit providing proper substituted works before interfering with telephonic communication afforded by such pipe tube wire or apparatus and making reasonable compensation for damage caused by the execution of the powers of this enactment:

Provided that the District Council shall not raise sink or otherwise alter or interfere with any pipe tube wire or telegraphic apparatus belonging to or used by the Postmaster-General except in accordance with and subject to the provisions of the Telegraph Act 1878.

Temporary stoppage of streets.

18. The District Council may from time to time temporarily stop up any street or road and particularly the Attleborough Bridge carrying the public road over the River Anker and prevent all persons from passing along and using the same for any reasonable time during the execution of any work by this Act authorised The District Council shall provide reasonable access for all persons bonâ fide going to or returning from any house in any street or road so stopped up.

Period for completion of works.

19. If the works shown on the deposited plans and authorised by this Act be not completed within seven years from the passing of this Act then on the expiration of that period the powers by this Act granted to the District Council for executing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Power to take easements &c. by agreement.

20. 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 District Council any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) 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.

Owners may be required to grant easements only under certain lands and buildings.

21. And whereas in the construction of the river improvement and works authorised by this Act it may happen that easements only under or over the lands shown on the deposited plans and mentioned in the Schedule to this Act may be sufficient for the purposes of the same and that such easements may be acquired without material depreciation to the remainder of such lands Therefore the following provisions shall apply :—

(1) The District Council may in lieu of acquiring any lands for the purpose of the river improvement and works aforesaid acquire such easements and rights in

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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 to such easements and rights and also in respect of any easement or right of way for members of the District Council and their officers contractors workmen and servants with or without horses carts carriages or other vehicles over and along the lands mentioned in the section of this Act the marginal note whereof is "As to entry on bed of River Anker for deepening same" and may in such notices respectively describe the nature thereof respectively 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 and right of way as fully as if the same were lands within the meaning of such Acts:

(2) Provided that as regards any lands taken or used by the District Council for the purpose of such river improvement or works and also for the purpose of such right of way the District Council 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 District Council:

(3) Provided also that (except as to land forming part of a street) nothing in this section contained shall authorise the District Council to acquire by compulsion any such easement in any case in which the owner in his particulars of claim shall require the District Counil 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 only shall be endorsed with notice of this provision.

Provision in case of alteration of parish boundaries.

22. Where the existing centre line of the bed or channel of any part of the River Anker forms the boundary between the parish of Weddington in the rural district of Nuneaton and of the parish of Nuneaton in the urban district as shown on the $\frac{1}{2500}$ Ordnance Survey map (1886 edition) of the district and in the execution of the works by this Act authorised the bed or channel of such part of the River Anker is widened or straightened in such manner that the centre line of such widened or straightened bed or channel does not coincide with the position of the existing centre line the centre line of the widened or straightened bed or channel shall be substituted for the existing centre line as the boundary between the said parishes and between the rural district of Nuneaton and the urban district and the District Council shall upon the completion of the works aforesaid forthwith report the same to the Board of Agriculture and Fisheries and shall at the same time furnish to that Board a copy of the said $\frac{1}{2500}$ Ordnance Survey map certified by the clerk to the District Council showing the alteration in the boundaries which have become consequent upon the construction of the works as aforesaid.

Correction of errors &c. in deposited plans and book of reference.

23. If any omission misstatement or erroneous description is found to have been made of any lands or of any owners lessees or occupiers of any lands described or intended to be described in the deposited plans or book of reference the District Council may apply to two justices for the county of Warwick not being members of the District Council for the correction thereof after giving ten days' notice to the owners lessees and occupiers of the lands affected by the proposed correction and if it appears to such justices that the omission misstatement or erroneous description arose from mistake they shall certify the same accordingly stating the particulars of the omission misstatement or erroneous description and such certificate shall be deposited with the clerk of the peace for the county of Warwick and shall be kept by him with the other documents to which it relates and subject and according to the same enactments and provisions as apply to those other documents and thereupon the deposited plans or book of reference (as the case requires) shall be deemed to be corrected according to the certificate and the District Council may enter on take hold and use those lands accordingly.

Period for compulsory purchase of lands.

24. The powers of the District Council for the compulsory purchase of lands shall not be exercised after the expiration of three years from the passing of this Act.

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Power to retain sell &c. lands.

25. Notwithstanding anything in the Lands Clauses Consolidation Act 1845 the District Council may retain hold and use for such time as they may think fit and may from time to time sell lease exchange or otherwise dispose of in such manner for such consideration and on such terms and conditions as they think fit and in case of sale either in consideration of a gross sum or of an annual rent or of any payment in any other form any lands or any interest in any lands acquired by them under this Act and may sell exchange or dispose of any rents reserved on the sale exchange lease or disposition of such lands or any reversionary interest therein and may make execute and do any deed act or thing proper for effectuating any such sale lease exchange or other disposition.

Proceeds of sale of surplus lands.

26. So long as any lands remain to be acquired by the District Council under the authority of this Act and the District Council possess unexhausted borrowing powers for the purposes of the acquisition of such lands they may so far as they consider necessary apply moneys (being capital or in the nature of capital) received by them on any such sale lease exchange or disposition as aforesaid in the purchase of lands so remaining to be acquired but as to moneys so received and not so applied the District Council shall apply the same in extinguishment of any loan raised by them under the powers of this Act and such application shall be in addition to and not in substitution for any other mode of extinguishment by this Act provided except to such extent and upon such terms as may be approved by the Local Government Board Provided that the amount to be applied in the purchase of lands under this section shall not exceed the amount for the time being unexhausted of the borrowing powers conferred by this Act for the acquisition of such lands Provided further that the borrowing powers by this Act authorised for the acquisition of such lands shall be reduced to the extent of the amount applied in the purchase of lands under the provisions of this section.

Power to acquire additional lands by agreement.

27. The District Council may (in addition to the lands they are authorised to acquire and hold under the other powers of this Act) from time to time by agreement acquire in fee either by purchase or by way of exchange or otherwise any lands not exceeding in the whole five acres or any easement right or privilege therein thereunder thereover or thereupon (except easements or rights of water in which persons other than the

grantors have an interest) which shall be deemed necessary by the District Council for those purposes but the District Council shall not create or permit any nuisance on any such lands and nothing in this section shall exonerate the District Council from any action indictment or other proceeding for nuisance in the event of any nuisance being caused by them.

Consideration for such acquisition.

28. The consideration for any such acquisition may be either money or land or a mixed consideration of money and land and on any exchange the District Council may give or take any money for equality of exchange :

Provided that this section shall not be taken to dispense with the consent of the Local Government Board to any disposition of land in any case in which the consent of that Board would have been required if this Act had not been passed.

Power to borrow.

29. The District Council may from time to time independently of and in addition to any moneys they are now authorised to borrow or which they may be authorised to borrow under the provisions of any other Act borrow at interest on the security of the district fund or general district rate for the purposes hereinafter mentioned not exceeding the respective amounts following (that is to say) :—

(1) For paying the costs and expenses of this Act as hereinafter provided the sum requisite for that purpose ;

(2) For the cost of the works authorised by and for carrying into effect such purposes of this Act as are properly payable out of capital the sum of ten thousand pounds :

And with the approval of the Local Government Board such further moneys as the District Council may require for any of the purposes of this Act.

Periods for repayment of money borrowed.

30. The District Council shall pay off all moneys borrowed by them under this Act within the respective periods (in this Act referred to as "the prescribed period") following (that is to say) :—

As to moneys borrowed for the purpose (1) mentioned in the section of this Act the marginal note whereof is "Power to borrow" within five years from the passing of this Act :

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As to moneys borrowed for the purposes (2) in the said section mentioned within fifty years from the date or dates of borrowing the same :

As to moneys borrowed with the consent of the Local Government Board within such period as that Board may sanction.

Mode of payment off of money borrowed.

31. The District Council shall pay off all moneys borrowed by them on mortgage under the powers of this Act either by equal yearly or half-yearly instalments of principal or of principal and interest combined or by means of a sinking fund or partly by one of those methods and partly by another or others of them and the payment of the first instalment or the first payment to the sinking fund shall be made within one year from the date of borrowing the sum in respect of which the payment is made.

Sinking fund.

32.—(1) If the District Council determine to repay by means of a sinking fund any moneys borrowed by virtue of this Act such sinking fund shall be formed and maintained either—

(A) By payment to the fund throughout the prescribed period of such equal annual sums as will together amount to the moneys for the repayment of which the sinking fund is formed A sinking fund so formed is hereinafter called a non-accumulating sinking fund ; or

(B) By payment to the fund throughout the prescribed period of such equal annual sums as with accumulations at a rate not exceeding three per centum per annum will be sufficient to pay off within the prescribed period the moneys for the repayment of which such sinking fund is formed A sinking so formed is hereinafter called an accumulating sinking fund.

(2) Every sum paid to a sinking fund and in the case of an accumulating sinking fund the interest on the investments of the sinking fund shall unless applied in repayment of the loan in respect of which the sinking fund is formed be immediately invested in statutory securities the District Council being at liberty to vary and transpose such investments.

(3) In the case of a non-accumulating sinking fund the interest on the investments of the fund may be applied by the District Council towards the equal annual payments to the fund.

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(4) The District Council may at any time apply the whole or any part of any sinking fund in or towards the discharge of the moneys for the repayment of which the fund is formed Provided that in the case of an accumulating sinking fund the District Council shall pay into the fund each year and accumulate during the residue of the prescribed period a sum equal to the interest which would have been produced by such sinking fund so applied if invested at the rate per centum per annum on which the annual payments to the sinking fund are based.

(5)—(A) If and so often as the income of an accumulating sinking fund is not equal to the income which would be derived from the amount invested if the same were invested at the rate per centum per annum on which the annual payments to the fund are based any deficiency shall be made good by the District Council :

(B) If and so often as the income of an accumulating sinking fund is in excess of the income which would be derived from the amount invested if the same were invested at the rate per centum per annum on which the annual payments to the fund are based any such excess may be applied towards such annual payments.

(6) Any expenses connected with the formation maintenance investment application management or otherwise of any sinking fund under this Act shall be paid by the District Council in addition to the payments provided for by this Act.

(7) If it appears to the District Council at any time that the amount in the sinking fund with the future payments thereto in accordance with the provisions of this Act together with the accumulations thereon (in the case of an accumulating sinking fund) will probably not be sufficient to repay within the prescribed period the moneys for the repayment of which the sinking fund is formed it shall be the duty of the District Council to make such increased payments to the sinking fund as will cause the sinking fund to be sufficient for that purpose Provided always that if it appears to the Local Government Board that any such increase is necessary the District Council shall increase the payments to such extent as the Board may direct.

(8) If the District Council desire to accelerate the repayment of any loan they may increase the amounts payable to any sinking fund.

(9) If the amount in any sinking fund with the future payments thereto in accordance with the provisions of this

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Act together with the accumulations thereon (in the case of an accumulating sinking fund) will in the opinion of the Local Government Board be more than sufficient to repay within the prescribed period the moneys for the repayment of which the sinking fund is formed the District Council may reduce the payments to be made to the sinking fund either temporarily or permanently to such amounts as will in the opinion of the Local Government Board be sufficient to repay within the prescribed period the moneys for the repayment of which the sinking fund is formed.

(10) If the amount in any sinking fund at any time together with the probable accumulations thereon (in the case of an accumulating sinking fund) will in the opinion of the Local Government Board be sufficient to repay the loan in respect of which it is formed within the prescribed period the District Council may with the consent of that Board discontinue the annual payments to such sinking fund until the Local Government Board shall otherwise direct.

(11) Any surplus of any sinking fund remaining after the discharge of the whole of the moneys for the repayment of which it was formed shall be applied to such purpose or purposes as the District Council with the consent of the Local Government Board may determine.

Power to reborrow.

33. The District Council may from time to time borrow at interest on mortgage as aforesaid any money necessary for repaying any principal moneys borrowed under the powers of this Act on the same becoming repayable or for the paying off of any of such principal moneys as they can reborrow at a lower rate of interest and so toties quoties Provided that the time for the repayment of any moneys so reborrowed shall not be extended beyond the unexpired portion of the term in that behalf by this Act prescribed and that for the purpose of repayment the moneys reborrowed and the moneys originally borrowed shall be deemed the same loan :

Provided also that the District Council shall not reborrow any moneys paid off by means of instalments or a sinking fund or out of the proceeds of the sale of land or out of premiums or fines on leases.

Priority of existing mortgages.

34. Nothing in this Act shall prejudicially affect any charge subsisting at the passing of this Act (by way of mortgage or

otherwise) on any undertaking or fund of the District Council or on any tolls rates or revenue receivable or leviable by them and every mortgagee or incumbrancer or person for the time being entitled to the benefit of any such charge shall have the same priority of charge and all the like rights and remedies in respect of the property subject to his charge as if this Act had not been passed and all such charges created before the passing of this Act shall during the subsistence of such charges have priority over any mortgage or charge granted or created under this Act on the same security.

As to mortgages of Council.

35.—(1) All mortgages granted by the District Council under this Act shall rank together without priority on account of the dates of the respective mortgages or on any other account.

(2) The provisions contained in sections 236 237 and 238 of the Public Health Act 1875 with respect to the mortgages to be executed by a local authority shall apply in the case of all mortgages granted under this Act except where any such provisions are expressly altered or varied by this Act and for the purposes of such application the term "local authority" in the said provisions shall be construed to mean the District Council and the term "rates" shall be construed to include the district fund and general district rate.

For appointment of receiver.

36. The mortgagees of the District Council under this Act 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 one thousand pounds in the whole.

District Council not to regard trusts.

37. The District Council shall not be bound to see to the execution of any trust whether expressed or implied or constructive to which any loan or security for loan given by them may be subject but the receipt of the person in whose name any loan or security for loan stands in the register book of the District Council shall from time to time be a sufficient discharge to the District Council in respect thereof notwithstanding any trusts to which such loan or security may be subject and whether or not the District Council have had express or implied notice of any such trust or of any charge or incumbrance upon or transfer

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of such loan or security or any part thereof or interest thereon not entered in their register and the District Council shall not be bound to see to the application of the money paid on any such receipt or be answerable or accountable for any loss misapplication or non-application of any such money.

Return to Local Government Board as to repayment of debt.

38.—(1) The clerk to the District Council shall within twenty-one days after the thirty-first day of March in each year if during the twelve months next preceding the said thirty-first day of March any sum is required to be paid as an instalment or annual payment or to be appropriated or to be paid to a sinking fund in pursuance of the provisions of this Act or in respect of any money raised thereunder and at any other time when the Local Government Board may require such a return to be made transmit to the Local Government Board a return in such form as may be prescribed by that Board and if required by that Board verified by statutory declaration of the clerk of the District Council showing for the year next preceding the making of such return or for such other period as the Board may prescribe the amounts which have been paid as instalments or annual payments and the amounts which have been appropriated and the amounts which have been paid to or invested or applied for the purpose of the sinking fund and the description of the securities upon which any investment has been made and the purposes to to which any portion of the sinking fund or investment or of the sums accumulated by way of compound interest has been applied during the same period and the total amount (if any) remaining invested at the end of the year and in the event of his failing to make such return the clerk to the District Council shall for each offence be liable to a penalty not exceeding twenty pounds to be recovered by action on behalf of the Crown in the High Court and notwithstanding the recovery of such penalty the making of the return shall be enforceable by writ of mandamus to be obtained by the Local Government Board out of the High Court.

(2) If it appears to the Local Government Board by that return or otherwise that the District Council have failed to pay any instalment or annual payment required to be paid or to appropriate any sum required to be appropriated or to set apart any sum required for any sinking fund (whether such instalment or annual payment or sum is required by this Act or by the Local Government Board in virtue thereof to be paid appropriated or set apart) or have applied any portion of any

sinking fund to any purposes other than those authorised the Local Government Board may by order direct that the sum in such order mentioned not exceeding double the amount in respect of which default has been made shall be paid or applied as in such order mentioned and any such order shall be enforceable by writ of mandamus to be obtained by the Local Government Board out of the High Court.

Protection of lender from inquiry.

39. A person lending money to the District Council under this Act shall not be bound to inquire as to the observance by them of any of the provisions of this Act or be bound to see to the application or be answerable for any loss misapplication or non-application of the money lent or any part thereof.

Application of money borrowed.

40. Money borrowed by the District Council under this Act shall be applied only for the purposes of this Act for which it is authorised to be borrowed and to which capital is properly applicable.

Inquiries by Local Government Board.

41.—(1) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in regard to the exercise of any powers conferred upon them or the giving of any consents under this Act and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(2) The District Council shall pay to the Local Government Board any expenses incurred by that Board in relation to any inquiries referred to in this section including the expenses of any witnesses summoned by the inspector holding the inquiry and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

Recovery of penalties.

42. Save as otherwise by this Act expressly provided all offences against this Act and all penalties forfeitures costs and expenses imposed or recoverable under this Act or any byelaws made in pursuance thereof may be prosecuted and recovered in a summary manner Provided that costs or expenses except such as are recoverable along with a penalty shall not be recovered as penalties but may be recovered summarily as civil debts.

Costs of Act.

43. All the costs charges and expenses preliminary to and of and incidental to the preparing applying for and obtaining

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this Act including the costs charges and expenses incurred in complying with the provisions of the Borough Funds Acts 1872 and 1903 as taxed by the taxing officer of the House of Lords or of the House of Commons and allowed under the Borough Funds Act 1872 shall be paid by the District Council out of moneys borrowed for that purpose under the provisions of this Act.

The SCHEDULE referred to in the foregoing Act.

Lands under or over which Easements only may be required.

Parish.	Numbers on deposited Plans.
	Work No. 1.
Nuneaton - - -	1 12 15 15A 16 17.
Weddington - - -	1 2 3 4 5 6 7 8 9 10 11 12 13 14.
	Work No. 2.
Nuneaton - -	4 5 6 7 8 9 10 11 12 13 14 15 16.
Weddington - - -	1 2 3 4.
	Work No. 3.
Nuneaton - - -	1 2 3 4 5 6 7 8 9.
	Work No. 4.
Nuneaton - - -	1 2 3.
	Work No. 5.
Nuneaton - - -	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 34A 35 36 37 38 39 40 41 42 52 53 54 55 56 57 58 59 60 61.
Chilvers Coton - -	43 44 45 46 47 48 49 50 51 52.
	Work No. 6.
Nuneaton - - -	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40.
	Work No. 7.
Nuneaton - - -	1 2 3 4 5.
	Work No. 8.
Nuneaton - - -	1 2 3 4 5.

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