



CHAPTER cc.

An Act to empower the Corporation of Nottingham to
construct additional Waterworks and for other purposes. A.D. 1897.
[6th August 1897.]

WHEREAS the mayor aldermen and burgesses of the borough
of Nottingham (in this Act called the Corporation) are the
owners of waterworks and supply water within the borough and
neighbourhood under and subject to various Acts of Parliament
including the following local Acts and Orders confirmed by
Parliament (that is to say):—

The Nottingham Waterworks Act 1845 ;

The Nottingham Waterworks Amendment Act 1854 ;

The Nottingham Waterworks Act 1874 ;

Nottingham Waterworks Act 1878 ;

Nottingham Waterworks Act 1879 ;

The Nottingham Improvement Act 1879 ;

The Nottingham Order 1892 confirmed by the Local Government
Board's Provisional Orders Confirmation (No. 12) Act 1892 ;
and

The Nottingham Order 1896 confirmed by the Local Government
Board's Provisional Order Confirmation (No. 22) Act 1896 ;

all which Acts and Orders are in this Act referred to as the recited
Acts :

And whereas the supply of water from the present waterworks
of the Corporation is inadequate to meet the present and growing
demands of the inhabitants within the water limits of the
Corporation and it is expedient that the Corporation should be
empowered to make and maintain the additional works by this Act
authorised :

And whereas it is expedient that the Corporation should be
empowered to borrow further moneys for the construction of the
works by this Act authorised and otherwise for the purposes of this
Act :

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

And whereas estimates have been prepared by the Corporation for the purchase of land for and the execution of the works by this Act authorised and such estimates amount to the sum of three hundred thousand pounds:

And whereas the several works included in such estimates are permanent works within the meaning of section 234 of the Public Health Act 1875:

And whereas an absolute majority of the whole number of the council at a meeting held on the seventh day of December one thousand eight hundred and ninety-six after ten clear days' notice by public advertisement of such meeting and of the purposes thereof in the Nottingham Daily Guardian a local newspaper published or circulating in the borough 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 the district fund and general district rate:

And whereas such resolution was published twice in the said Nottingham Daily Guardian 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 council at a further special meeting held on the fourth day of January one thousand eight hundred and ninety-seven in pursuance of a similar notice being not less than fourteen days after the deposit of the Bill in Parliament:

And whereas the owners and ratepayers of the borough by resolution in the manner provided in the Third Schedule of the Public Health Act 1875 consented to the promotion of the Bill for this Act:

And whereas plans and sections showing the lines and levels of the works by this Act authorised and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Nottingham and with the clerk of the peace for the county of the town of Nottingham and are in this Act 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):—

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1. This Act may be cited as the Nottingham Corporation Water Act 1897. Short title.

2. All of the works by this Act authorised shall for all purposes be deemed part of the water undertaking of the Corporation and the provisions of the recited Acts so far as the same are applicable and are not varied by this Act shall extend to and form part of this Act. Works to form part of undertaking and recited Acts to apply.

3. The Lands Clauses Acts so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act are hereby incorporated with this Act. Incorporation of Acts.

4. The several words and expressions to which by the Acts 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 And in this Act unless the context otherwise requires— Interpretation.

“The Corporation” means the mayor aldermen and burgesses of the borough of Nottingham ;

“The borough” means the borough of Nottingham ;

“The council” means the council of the borough ;

“The district fund” and “general district rate” mean respectively the district fund and general district rate of the borough ;

“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 debenture debenture stock stock or other security (not being annuities) 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 other than securities of the corporation and securities transferable by delivery ;

And the expression “superior courts” or “court of competent jurisdiction” or any other like expression in this Act or the Acts incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

5. This Act shall be carried into execution by the Corporation acting by the council. Execution of Act.

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Power to
make water-
works.

6. Subject to the provisions of this Act the Corporation may make and maintain in the lines and situations and upon the lands delineated on the deposited plans and described in the deposited book of reference and according to the levels shown on the deposited sections the several works herein-after described and shown on the deposited plans together with all necessary or proper wells pumps engines tanks embankments dams sluices weirs outlets overflows washouts bridges roads approaches basins gauges filter beds discharge pipes adits shafts tunnels aqueducts culverts cuts channels conduits drains mains pipes junctions valves telegraphs telephones and other means of electric communication apparatus rails sidings houses buildings and conveniences connected with or ancillary to the said works or any of them or necessary for inspecting maintaining repairing cleansing managing working and using the same The works by this Act authorised and shown on the deposited plans and sections are the following:—

A covered service reservoir (to be called the Cockpit Hill Reservoir) situate in the parish of Arnold in the field numbered 196 on the $\frac{1}{2500}$ Ordnance map (1885) of the said parish :

An aqueduct conduit or line of pipes (to be called Aqueduct No. 1) commencing in the parish of Oxtun in the road from Ollerton to Oxtun at a point 20.50 chains or thereabouts south of the junction of that road with the Old Rufford Road and terminating in the Cockpit Hill Reservoir :

A well and pumping station (to be called the Boughton Pumping Station) situate in the parish of Boughton in the field numbered 47 on the $\frac{1}{2500}$ Ordnance map (1885) of the said parish :

An aqueduct conduit or line of pipes (to be called Aqueduct No. 3) commencing at the Boughton Pumping Station and terminating in the parish of Oxtun by a junction with Aqueduct No. 1 :

An aqueduct conduit or line of pipes (to be called Aqueduct No. 4) commencing at the Cockpit Hill Reservoir and terminating in the parish of St. Mary in the existing Belle Vue Reservoir of the Corporation :

Provided always that the telegraphs telephones and other means of electric communication constructed under the powers of this Act shall not be used for the purpose of transmitting telegrams which are within the exclusive privilege conferred upon the Postmaster-General by the Telegraph Act 1869 :

Provided further that nothing in this Act contained shall authorise the Corporation to sink or use any well within the

parishes of Arnold Oxtun and Woodborough or any of them for obtaining water for the purposes of their waterworks.

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7. Subject to the provisions of this Act in constructing the works by this Act authorised or any of them the Corporation may deviate from the lines thereof to any extent not exceeding the limits of deviation shown on the deposited plans and where the line of any work is shown on those plans as passing along any road and no limits of lateral deviation are marked thereon the Corporation may in making such work deviate laterally to any extent within the boundaries of such road and the Corporation may deviate from the levels shown on the deposited sections to any extent not exceeding three feet upwards and to any extent downwards Provided that such upward deviation do not cause any part of the aqueducts by this Act authorised to be raised above the surface of the ground.

Power to deviate.

8. In constructing any aqueducts conduits or lines of pipes by this Act authorised in under along or across any public street or road under the control of the County Council of Nottinghamshire or the Southwell Rural District Council (herein-after respectively called "the council") the following provisions shall have effect unless otherwise agreed on in writing between the council and the Corporation :—

For protection of public roads in rural district of Southwell &c.

- (1) The provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes shall apply in the case of any streets (as defined by that Act) which are required to be opened or broken up for the purpose of laying down or constructing repairing altering or removing any such aqueduct conduit or line of pipes and any works connected therewith within or under such streets :
- (2) Every such aqueduct conduit or line of pipes shall be laid in such position and at the side of the street as far as practicable as the council shall by writing under the hand of their clerk reasonably direct and shall not without the consent of the council in writing be constructed or laid upon or across any road bridge or arch but shall be carried over or under the stream or drain crossed by such bridge or arch at the side of and not affixed to such bridge or arch :
- (3) The works connected with the laying down constructing repairing altering or removing of any such aqueduct conduit or line of pipes and works connected therewith shall be carried out so as not to stop or unreasonably interfere with the traffic of the streets in which such works are carried out :

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(4) All reasonable expenses incurred by the council by reason of any superintendence to which they are entitled under the said provisions of the Waterworks Clauses Act 1847 or this section shall be paid by the Corporation and be recoverable by the council.

Power to
take lands
and waters.

9. Subject to the provisions of this Act the Corporation may enter on take and use such of the lands delineated and described in the deposited plans and book of reference as may be required for the purposes of this Act and they may for the purposes of their waterworks take collect use and appropriate all such underground springs and waters as can be taken or collected by the waterworks authorised by this Act and any waters (other than streams) which may be found in or under any lands acquired by them under this Act.

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

10. 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 shown or described or intended to be shown or described on the deposited plans or in the deposited book of reference the Corporation may apply to two justices for the correction thereof after giving ten days' notice to the owners lessees and occupiers of the lands affected by the proposed correction.

If it appears to the 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 Nottingham or with the clerk of the peace for the county of the town of Nottingham according as the said lands are situate in the county of Nottingham or the borough.

The certificate shall be kept by the clerk of the peace 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 Corporation may enter on take hold and use those lands accordingly.

For pro-
tection of
Midland
Railway
Company.

11. All works to be done by the Corporation in the exercise of the powers conferred by this Act in any way affecting the railway of the Midland Railway Company or any of the bridges or works thereof or any lands or property belonging to the said company shall be done under the superintendence and to the reasonable satisfaction of the principal engineer for the time being of the said

company and according to plans to be previously submitted to and reasonably approved by him but in all things at the expense of the Corporation and so as to cause no injury to such railway bridges works lands or property or interruption to the passage or conduct of traffic over such railway.

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The Corporation shall bear and on demand pay to the Midland Company the expense of the employment by that company during the execution of any work affecting any railway siding or other work of that company of a sufficient number of inspectors watchmen and signalmen to be appointed by that company for watching and signalling the same with reference to and during the execution of any such work of the Corporation 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 Corporation or their contractors or any person in the employ of the Corporation or of their contractors with reference thereto or otherwise.

If in consequence of the execution of the works or the failure thereof any injury be caused to such railway bridges lands or property or any interruption be caused to such traffic the Corporation shall make full compensation to the said company in respect of such injury or interruption the amount of such compensation failing agreement to be settled by arbitration in the manner provided for settling cases of disputed compensation by the Lands Clauses Consolidation Act 1845 with respect to the purchase and taking of lands otherwise than by agreement.

12. Notwithstanding anything in this Act contained the Aqueduct No. 4 by this Act authorised shall not be constructed at a greater depth than ten feet below the road at the point where the same crosses the Great Northern Railway numbered 5 on the deposited plans in the parish of Arnold.

For protection of Great Northern Railway.

13. Notwithstanding anything in this Act contained the Aqueduct No. 4 by this Act authorised shall not be constructed at a greater depth than ten feet below the road at the point where the same crosses the Nottingham suburban railway numbered 2 in the parish of Basford.

For protection of Nottingham Suburban Railway.

14. For the purpose of sinking any well executing any necessary work of repair or of cleansing or examining any aqueduct conduit or reservoir by this Act authorised the Corporation may cause the water in any such well aqueduct conduit or reservoir to be temporarily diverted into any available stream or watercourse.

Temporary discharge of water into streams.

In the exercise of the power conferred by this section the Corporation shall do as little damage as may be and shall make full

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compensation to all persons for all damage sustained by them by reason or in consequence of the exercise of such power the amount of such compensation to be settled in case of difference by arbitration under and pursuant to the provisions of the Arbitration Act 1889.

Time for completion of works.

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

Period for compulsory purchase of lands.

16. The powers of the Corporation for compulsory purchase of lands under this Act shall cease after the expiration of three years from the passing of this Act.

Power to take additional lands by agreement.

17. The Corporation may from time to time for any of the purposes of their water undertaking purchase by agreement any lands not exceeding twenty acres (situate within a radius of four miles from the Boughton Pumping Station) in addition to the lands which they are authorised to take by compulsion but the Corporation shall not create or permit the creation or continuance of any nuisance on any such lands or use such lands for any building except offices and dwellings for persons in their employ and such buildings and works as may be incident to or connected with their waterworks.

Power to take easements &c. by agreement.

18. 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 Corporation any easement right or privilege (not being an easement right or privilege of water in which 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 Lands Clauses Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants easements rights and privileges as aforesaid.

Restriction on taking houses of labouring class.

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

For the purposes of this section the expression "labouring class" means and includes mechanics artisans labourers and others working

for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

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20. The Corporation on selling any lands acquired for or in connexion with their water undertaking and not required for that purpose may reserve to themselves all or any part of the water rights or other easements belonging thereto and may make the sale subject to such reservations accordingly and may also make any such sale subject to such other reservations special conditions restrictions and provisions with respect to the use of water exercise of noxious trades or discharge or deposit of manure sewage or other impure matter and otherwise as they may think fit.

Reservation of water rights &c. on sale.

21. The Corporation may hold any lands acquired by them under the powers of this Act which they may deem necessary for the purpose of preventing the fouling of any water which they are authorised to take or for the protection of their waterworks against nuisances encroachment or injury and so long as such lands shall be so held they shall not be deemed to be superfluous lands within the meaning of the Lands Clauses Acts but the Corporation shall not erect any buildings upon the lands while so held by them except offices and dwellings for persons in their employ and such buildings and works as may be incident to or connected with their waterworks.

Power to hold lands for protection of works.

22. The proceeds of the sale of any superfluous lands of the Corporation under the powers of this Act shall be distinguished as capital in the accounts of the Corporation and shall be applied in discharge of moneys borrowed by the Corporation for waterworks purposes but shall not be applied to the payment of instalments or to payments into the sinking fund except to such extent and upon such terms as may be approved by the Local Government Board Any moneys discharged out of the proceeds of any such sale shall not be re-borrowed.

Proceeds of sale of surplus land to be treated as capital.

23.--(1) After the Corporation have completed the Boughton Pumping Station or have so far completed the same as to be in a position to supply water therefrom they shall within three months after receiving a request in writing from the Southwell Rural District Council at any time supply the said Council with such quantity or quantities of water in bulk as they shall require for the use of any contributory place or part of any contributory place

Corporation to supply water in bulk to Southwell Rural District Council.

A.D. 1897: within the district of the said council not being within the limits of water supply of the Corporation of Newark at a price not exceeding sixpence per one thousand gallons (exclusive of meter rent) and such water shall be delivered into a suitable tank or reservoir to be provided by the said council near to any of the main pipes of the Corporation within the said district and within the limits within which the Corporation are by this Act authorised to supply water in bulk and the suitability and situation of the tank or reservoir shall in case of disagreement be determined by a referee to be nominated by the Local Government Board provided that the cost of making the necessary connexions with such main pipes for the purpose of such supply shall be paid by the council.

(2) The accounts of the supply of water under this section shall be made up quarterly on the twenty-fifth day of March the twenty-fourth day of June the twenty-ninth day of September and the twenty-fifth day of December and the sum due for the quarter's supply shall be paid by the council to the Corporation within one month from the delivery of each quarterly account.

Power to supply water to local authorities and others.

24. It shall be lawful for the Corporation to supply water by agreement in bulk or otherwise and for domestic or other purposes to any county council urban or rural district council or parish council having water supply or local government powers within the limits of supply of the Corporation or within five miles of any of the aqueducts by this Act authorised on such terms and conditions in all respects and for such periods as the Corporation and such council may from time to time agree Provided that nothing in this section shall authorise the Corporation directly or indirectly to supply water within or so as to be used within the district or limits of supply of any district council or company without the consent of such district council or company nor shall the Corporation under any such agreement supply water so as to interfere with their giving a proper supply for all purposes to persons within their limits of supply.

For protection of Duke of Portland.

25.—(1) The powers by this Act conferred upon the Corporation shall not be deemed to deprive the Duke of Portland or other the owner or owners for the time being of the Nottinghamshire and Derbyshire estates of which the said Duke is now tenant for life (all of whom are in this section included in the expression "the owners") of any rights or powers in respect of the use enjoyment and development and working of the said estates and the mines minerals and waters in under or upon the same which the owners might now lawfully exercise and the Corporation shall not oppose

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any proposals of the owners with reference to the use enjoyment development and working of the said estates and the mines minerals and waters in under or upon the same or any bill or provisional order or scheme for enabling any such proposal to be carried into effect.

(2) The Corporation may and if so required by the owners shall supply in bulk to the owners at such place or places on the said estates being within five miles of any of the aqueducts by this Act authorised as the owners may determine such quantity of water as the owners may require for the use on or in connexion with the said estates at a price not exceeding sixpence per one thousand gallons. The mains or pipes necessary for affording such supply shall when and as required be laid by and at the expense of the owners to the reasonable satisfaction of the Corporation and shall subsequently be maintained by the Corporation at their own expense.

26. Nothing in this Act shall extend so as to deprive the Wigan Coal and Iron Company Limited their successors tenants or assigns of any right which if this Act had not been passed they might have had to take collect use appropriate divert or deal with water by means of any operations conducted upon or in or under any lands upon in or under which they have any mining or other rights or interest under or by virtue of an indenture of lease from the Duke of Newcastle made the thirtieth day of October one thousand eight hundred and ninety-six.

For protection of Wigan Coal and Iron Company.

27. The agreements set forth in the schedule to this Act are hereby respectively confirmed and made binding on the parties thereto respectively.

Confirmation of scheduled agreements.

28. The Corporation may from time to time independently of any other borrowing power borrow at interest on the security of the revenue of their water undertaking and if they think fit as a collateral security the district fund and general district rate any sum or sums of money for the purposes herein-after mentioned not exceeding the respective amounts following (that is to say):—

Power to borrow.

(1) For the purchase of the lands for and the execution of the works by this Act authorised the sum of three hundred thousand pounds;

(2) For paying the costs and expenses of this Act as herein-after provided the sum requisite for that purpose:

And with the consent of the Local Government Board such further moneys as the Corporation may require for any of the purposes of their water undertaking.

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Certain regulations of Public Health Act as to borrowing not to apply.

Mode of raising money.

Provisions of Public Health Act as to mortgages to apply.

Periods for discharge of loans.

Mode of payment off of money borrowed.

Sinking fund.

29. The powers of borrowing money by this Act given shall not be restricted by any of the regulations contained in section 234 of the Public Health Act 1875 and in calculating the amount which the Corporation may borrow under that Act any sums which they may borrow under this Act shall not be reckoned.

30. The Corporation may raise all or any moneys which they are authorised to borrow under this Act by mortgage or by the creation and issue of stock if and when they shall be authorised to create and issue a new class of stock or partly in one way and partly in another.

31. The following sections of the Public Health Act 1875 shall extend and apply to mortgages granted under this Act (that is to say) :—

Section 236 Form of mortgage ;

Section 237 Register of mortgages ;

Section 238 Transfer of mortgages.

32. The Corporation 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 the limited sum there mentioned) within fifty years from the date or dates of the borrowing of the same ;

As to money borrowed for the purpose (2) in the said section mentioned within ten years from the date or dates of the borrowing of the same ;

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

33. The Corporation 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 such instalments and partly by a sinking fund and the payment of the first instalment or the first payment to the sinking fund shall be made not later than the thirty-first day of March next following the time of borrowing the sum in respect of which the payment is made.

34.—(1) If the Corporation 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 herein-after called a non-accumulating sinking fund ; or A.D. 1897.

(B) By payment to the fund throughout the prescribed period of such equal annual sums as with accumulations at a rate not exceeding three pounds 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 fund so formed is herein-after 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 Corporation being at liberty from time to time 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 Corporation towards the equal annual payments to the fund.

(4) The Corporation may at any time apply the whole or any part of any sinking fund in or towards the discharge of the money for the repayment of which the fund is formed Provided that in the case of an accumulating sinking fund the Corporation 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 equal annual payments to the fund are based any deficiency shall be made good by the Corporation :

(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 equal annual payments to the fund are based any such excess may be applied towards such equal 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 Corporation in addition to the payments provided for by this Act.

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(7) If it appears to the Corporation 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 Corporation to make such increased payments to the sinking fund as will cause the sinking fund to be sufficient for that purpose. Provided that if it appear to the Local Government Board that any such increase is necessary the Corporation shall increase the payments to such extent as the Board may direct.

(8) If the Corporation 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 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 Corporation may reduce the payments to be made to the sinking fund either temporarily or permanently to such an extent as the Local Government Board shall approve.

(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 Corporation may with the consent of that Board discontinue the equal 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 as the Corporation with the consent of the Local Government Board may determine.

Protection
of lender
from
inquiry.

35. A person lending money to the Corporation under this Act shall not be bound to inquire as to the observance by the Corporation of any 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 of any part thereof.

Corporation
not to regard
trusts.

36. The Corporation shall not be bound to see to the execution of any trust whether expressed 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 of mortgages of the Corporation shall from time to time be sufficient discharge to the Corporation in respect thereof notwithstanding any trusts to which such loan or security may be subject and whether or not the Corporation have had express or implied notice of any such trust or of any charge or incumbrance upon or transfer of such loan or security or any part thereof or interest thereon not entered in their register.

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37.—(1) The mortgagees of the Corporation by virtue of this Act may enforce the payment of arrears of interest or of principal or of principal and interest by the appointment of a receiver. 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.

Appoint-
ment of
receiver.

(2) The application for the appointment of a receiver shall be made to the High Court.

38. If the Corporation pay off any moneys borrowed by them under this Act otherwise than by instalments or by means of a sinking fund or out of the proceeds of the sale of land or other property or out of fines or premiums on leases or out of other moneys received on capital account not being borrowed moneys they may from time to time re-borrow the same but all moneys so re-borrowed shall be repaid within the prescribed period and shall be deemed to form the same loan as the moneys originally borrowed and the obligations of the Corporation with respect to the repayment of the loan and to the provision to be made for such repayment shall not be diminished by reason of such re-borrowing.

Power to
re-borrow.

39.—(1) The treasurer of the borough shall within twenty-one days after the thirty-first day of March in each year during which 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 transmit to the Local Government Board a return in such form as may from time to time be prescribed by that board and if required by that board verified by statutory declaration 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

Annual
return to
Local
Government
Board.

A.D. 1897. which any portion of the sinking fund or investment of the sum 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 any wilful default in making such return the treasurer shall be liable to a penalty not exceeding twenty pounds to be recovered by action on behalf of the Crown in the High Court.

(2) If it appear to the Local Government Board by that return or otherwise that the Corporation 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 by this Act for any sinking fund or have applied any portion of any sinking fund to any purpose 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 shall have 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.

Application
of money
borrowed.

40. All moneys borrowed by the Corporation under the powers of this Act shall be applied only to the purposes for which they are authorised to be borrowed and to which capital is properly applicable.

Audit of
accounts.

41. The accounts or receipts and expenditure of the Corporation under this Act shall be audited examined and published in like manner and with the same consequences as the other accounts of the Corporation are audited examined and published under the Municipal Corporations Act 1882.

Inquiries by
Local
Government
Board.

42.—(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 Corporation 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.

43.—(1) Section 82 of the Nottingham Waterworks Act 1845 shall be read and have effect as if the words “ he shall be liable to a penalty not exceeding five pounds which may be recovered in any court of summary jurisdiction ” were inserted therein in lieu of the following words namely “ it shall be lawful for the company or for any person acting under their authority to cut off the pipe or turn off the water from the premises of such person until such cistern-ball or stop-cock shall be provided or repaired as the case may require.”

A.D. 1897.
Amendment
of Act of
1845 as to
cutting off
water.

(2) Section 85 of the Nottingham Waterworks Act 1845 shall be read and have effect as if the words “ the occupier of any such dwelling-house building or premises shall be liable to a penalty not exceeding five pounds which may be recovered in any court of summary jurisdiction ” were inserted in lieu of the following words namely “ it shall be lawful for the company to cut off the water supplied by the company from such house buildings or other premises.”

44. All the costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act as taxed by the taxing officer of the House of Lords or of the House of Commons shall be paid by the Corporation and may be paid in the first instance out of any moneys in their hands but shall be charged to and recouped by the moneys which the Corporation are authorised to borrow under the powers of this Act.

Costs of
Act.

A.D. 1897.

The SCHEDULE.

ARTICLES OF AGREEMENT made the thirteenth day of March one thousand eight hundred and ninety-seven between THE RIGHT HONOURABLE JOHN SAVILE BARON SAVILE (herein-after called Lord Savile) of the one part and THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF NOTTINGHAM (herein-after called the Corporation) of the other part Whereas Lord Savile is tenant for life or otherwise entitled to the rents and profits of the estate in the county of Nottingham known as the Rufford Estate which comprises an area of upwards of eighteen thousand five hundred acres in the parishes of Boughton Walesby Ollerton Rufford Wellow Bilsthorpe Eakring Ompton Egmanton Blidworth Edwinstowe Farnsfield Kirton and Tuxford And whereas the Corporation are promoting a Bill during the present session of Parliament entitled "A Bill to empower the Corporation of Nottingham to construct additional waterworks to extend their limit of supply and for other purposes" for obtaining inter alia an additional supply of water from wells in the said parish of Boughton for the purposes of their undertaking Now these articles witness that in the event of the Corporation obtaining the powers above-mentioned the parties hereto hereby mutually agree and contract the one with the other of them as follows:—

1. Lord Savile will sell and convey to the Corporation all his interest in the fee simple free from incumbrances of the fields numbered 1 and 2 in the village of Boughton shown on the deposited plans referred to in the said Bill subject to the existing tenancies The price to be paid for the same shall be agreed upon between the parties or in default of agreement shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act The purchase shall be completed three months after the said Bill has become law and the purchase money shall from that date bear interest at the rate of four per centum per annum.

2. Lord Savile at the request of the Corporation will grant by deed to them and their successors for such period as the annual sum herein-after mentioned shall continue to be paid all subterranean springs of water under his Lordship's lands on the Rufford Estate within a radius of two miles of the above-named fields with a right to obtain collect and appropriate such waters for the purpose of the water undertaking of the Corporation by means of works to be constructed on the said fields and by driving therefrom adits and tunnels under the said lands on the Rufford Estate.

3. In the event of the Corporation not finding water in the fields numbered 1 and 2 above-mentioned in sufficient quantities or of sufficiently good quality for their intended purposes Lord Savile will within five years from the passing of the said Bill sell to the Corporation so much land as may be necessary for

the purpose of enabling them to make borings and erect a pumping station with its accessories at such other spots on the Rufford Estate within a radius of half-a-mile from the proposed well where it is reasonable to expect that an adequate supply of water in quantity and quality can be obtained as may be selected by the Corporation subject to the approval of Lord Savile or his successors in estate.

4. The Corporation will pay to Lord Savile a rental of four hundred and sixty pounds a year such rent to be secured by the covenant of the Corporation and by a general power to enter into the receipt of the rents or rates receivable by the Corporation for water but subject to cesser as next herein-after mentioned.

5. The said annual rent of four hundred and sixty pounds shall commence and accrue and be paid quarterly at and from the period at which the Corporation shall begin to pump water from the said pumping station at Boughton for the purposes of their undertaking

6. Such grant shall contain a proviso that if the supply of water obtained at the well proposed to be sunk on the fields numbered 1 and 2 and any substituted site or sites shall cease or diminish in quantity or quality so as not to be worth pumping then the said rent of four hundred and sixty pounds shall cease from the time the Corporation discontinue their pumping.

7. Lord Savile by such grant will enter into a covenant not to grant to any person corporation public authority or company other than tenants on his estates for mining purposes the right to obtain water for the purpose of trade or manufacture or of a waterworks undertaking on the said Rufford Estate within a radius of two miles from the said fields numbered 1 and 2 The Corporation in such grant which shall be in duplicate will acknowledge the free and unrestricted rights of the owner of the Rufford Estate to deal with his waters and estates outside such radius of two miles and will covenant at no time to seek to restrain limit or interfere with such rights by virtue of parliamentary powers or otherwise subject to the proviso that such water rights shall not be dealt with by sale to any other public water authority without first giving to the Corporation an opportunity of buying the same.

8. Lord Savile will covenant that any shaft or opening within the above-mentioned radius to be made for the purpose of working mines or minerals shall be properly lined and kept lined with water-tight tubing to the reasonable satisfaction of the engineer of the Corporation for the time being provided always that on Lord Savile imposing covenants to this effect on a lessee and putting the Corporation in a position to enforce the same all liability under such covenants shall shift to the lessee and Lord Savile shall be freed therefrom.

9. The Corporation shall at the request of Lord Savile lay down and maintain at their expense from their mains a sufficient main connected with the six inch main at Rufford Abbey aforesaid together with such apparatus as shall be usual and proper for supplying free water without measurement in case of fire and shall furnish Lord Savile with a supply of water free of charge to the extent of ten thousand gallons per day of twenty-four hours throughout the

A.D. 1897. — year to be delivered in such quantities and at such times as he may require and with such further water beyond the said supply as he may require to be paid for after the rate of sixpence per one thousand gallons.

10. If the supply of water of the inhabitants of the village of Boughton shall be wholly or in part abstracted or diminished by reason of any works of the Corporation the Corporation shall furnish Lord Savile or any properly constituted authority by means of a three-inch main to be laid to a convenient place in the said village and maintained by and at the expense of the Corporation for the purpose of supplying such village with water in bulk. The rate to be charged for such water shall be sixpence per one thousand gallons. And will similarly supply water in bulk to any of the villages on the Rufford Estate within five miles of the said pumping station or the Corporation's main line of pipes the cost of the pipes in other cases being borne by Lord Savile and the water being paid for at the same rate of sixpence per one thousand gallons.

11. Lord Savile will grant and use his best endeavours to obtain any wayleaves that may be required from any road authority or others for laying the said mains or otherwise and also a main to be laid from the works of the Corporation to the Thoresby Estate. The obligation to supply water under these articles of agreement shall remain in force only so long as the Corporation shall pump water for the purpose of their undertaking from the Boughton pumping station or any pumping station substituted therefor under this agreement.

12. The Corporation will erect all buildings at any pumping station so that the same may be reasonably ornamental and screen the pumping station with trees and shrubs so that the same may have as far as possible a pleasing appearance and every furnace shall as far as practicable be so constructed as to consume its own smoke.

13. The Corporation will pay the costs charges and expenses including those of solicitors parliamentary agents estate agents and engineers incurred by Lord Savile in relation to this agreement or the said Bill or any matters or things done or to be done hereunder. The amount thereof in case of difference to be settled by such person as may be appointed by the president for the time being of the Incorporated Law Society.

14. All matters which may be or become in difference within the meaning of this agreement shall be referred to arbitration in manner provided by the Arbitration Act 1889.

15. Any deed or document which shall become necessary to give proper validity to the true meaning and intention of these articles shall be settled in case of difference by a conveyancing barrister to be named by the parties hereto.

16. The Corporation shall not at any time without the written consent of Lord Savile or his successors in estate either directly or indirectly supply water drawn from the proposed well save within the area within which they are or after the said Bill has passed into law will be authorised to supply water. It being the intention to confine the benefits of the water supply from the

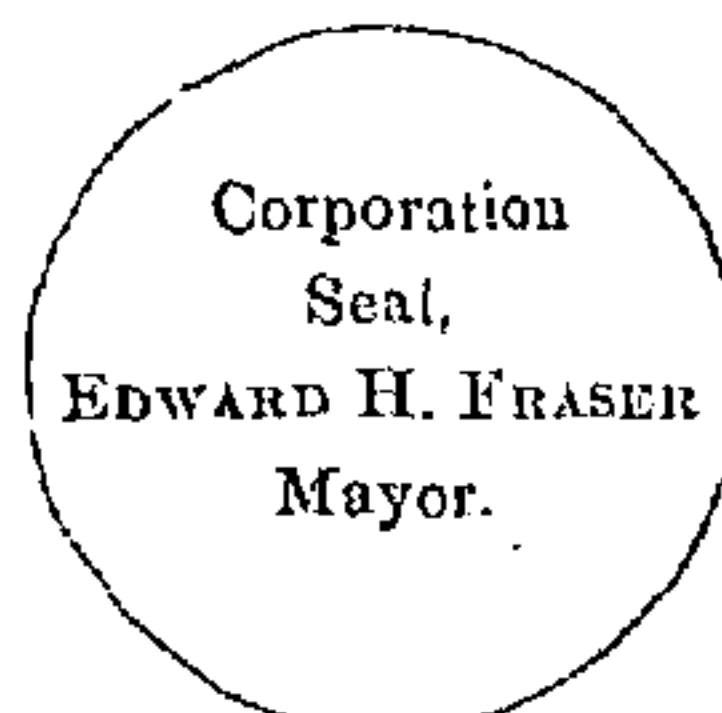
proposed well to the districts now supplied by the Corporation and those sought to be supplied by the proposed Bill. A.D. 1897.

In witness whereof Lord Savile hath hereunto set his hand and seal and the Corporation have hereunto affixed their common seal the day and year first before written.

Signed sealed and delivered by the above-named }
John Savile Baron Savile in the presence of } SAVILE. L.S.
OLIVER TANNER
Valet
47 Bryanston Square.

Sealed with the common seal of the mayor aldermen
and burgesses in the presence of

FRANK B. HARRIS
Solicitor
Guildhall
Nottingham.



ARTICLES OF AGREEMENT made the thirteenth day of March one thousand eight hundred and ninety-seven between THE RIGHT HONOURABLE SYDNEY WILLIAM HERBERT EARL MANVERS of the one part and THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF NOTTINGHAM (herein-after called the Corporation) of the other part Whereas Earl Manvers is the tenant for life and entitled to the rents and profits of an estate in the county of Nottingham known as the Thoresby Estate which comprises an area of upwards of eight thousand three hundred and twenty-four acres in the said county And whereas the Corporation are promoting a Bill during the present Session of Parliament intituled " A Bill to empower " the Corporation of Nottingham to construct additional waterworks to " extend their limits of supply and for other purposes " for obtaining inter alia an additional supply of water from wells in the parish of Boughton for the purposes of their undertaking Now these articles witness that in the event of the Corporation obtaining the powers above-mentioned the parties hereto mutually agree and contract the one with the other of them as follows:—

1. The Corporation shall at the request of Earl Manvers lay and maintain at their expense a sufficient main from the pumping station at Boughton to the reservoir in Thoresby Park and shall provide by means of such main or otherwise as herein-after mentioned a supply of water free of charge not exceeding fifty thousand gallons per day of twenty-four hours and any further water required in excess of the limited quantity above-mentioned to be paid for by Earl Manvers at the rate of sixpence per one thousand gallons For the purpose of supplying the aforesaid limited quantity of fifty thousand gallons per

[Ch. cc.] *Nottingham Corporation Water* [60 & 61 Vict.]
Act, 1897.

A.D. 1897. day the Corporation shall be at liberty at their own expense in all respects to make use of the existing water apparatus in use at Thoresby Provided that such apparatus is so used as not to cause annoyance or be a nuisance to Earl Manvers or his successors in estate or his or their tenants or servants Lord Manvers to be allowed to make connexions with the main en route to the reservoir for the supply to his estates it being understood the limited quantity of water before-mentioned shall include any supply taken through such connexions.

2. The Corporation will supply water in bulk to any of the villages on the Thoresby Estate lying within five miles of the said pumping station or the Corporation main line of pipes Earl Manvers to be at the expense of laying down all pipes from the main to such villages and to pay for the water supplied at the rate of sixpence per one thousand gallons The obligation to supply water under this and the preceding clause of these Articles shall remain in force only so long as the Corporation shall pump water for the purposes of their undertaking from the Boughton Pumping Station.

3. Earl Manvers at the request of the Corporation will grant by deed to them and their successors for such period as the annual sum herein-after mentioned shall continue to be paid all subterranean springs of water under his Lordship's lands on the Thoresby Estate within a radius of two miles of the above-named Boughton Pumping Station with a right to obtain collect and appropriate such waters for the purpose of the water undertaking of the Corporation by means of works to be constructed at the Boughton Pumping Station and by driving therefrom adits and tunnels under the said lands on the Thoresby Estate.

4. The Corporation will pay to Earl Manvers an annual rent of two hundred pounds to commence and accrue and be paid quarterly at and from the period at which the Corporation shall begin to pump water from the said pumping station at Boughton for the purposes of their undertaking.

5. Such grant shall contain a proviso that if the supply of water obtained at the proposed pumping station shall cease or diminish in quantity or quality so as to be not worth pumping then the said rent of two hundred pounds shall cease from the time the Corporation discontinue their pumping.

6. Earl Manvers by such grant will enter into a covenant not to grant to any person corporation public authority or company other than tenants on his estates for mining purposes the right to obtain water for the purpose of trade or manufacture or of a waterworks undertaking on the said Thoresby Estate within a radius of two miles of the said pumping station The Corporation in such grant which shall be in duplicate will acknowledge the free and unrestricted rights of the owner of the Thoresby Estate to deal with his waters and estates outside such radius of two miles and will covenant at no time to seek to restrain limit or interfere with such rights by virtue of Parliamentary powers or otherwise subject to the proviso that such water rights shall not be dealt with by sale to any other public water authority without first giving to the Corporation an opportunity of buying the same.

7. Earl Manvers will covenant that any shaft or opening within the above-mentioned radius to be made for the purpose of working mines or minerals shall

A.D. 1897

be properly lined and kept lined with water-tight tubing to the reasonable satisfaction of the water engineer of the Corporation for the time being Provided always that on Earl Manvers imposing covenants to this effect on a lessee and putting the Corporation in a position to enforce the same all liability under such covenants shall shift to the lessee and Earl Manvers shall be freed therefrom.

8. Earl Manvers will use his best endeavours to obtain any wayleaves that may be required from any road authority or others for laying the mains or otherwise.

9. The Corporation will pay the costs charges and expenses including those of solicitors parliamentary agents estate agents and engineers incurred by Earl Manvers in relation to this Agreement or the said Bill or any matters or things done or to be done hereunder The amount thereof in case of difference to be settled by such person as may be appointed by the president for the time being of the Incorporated Law Society.

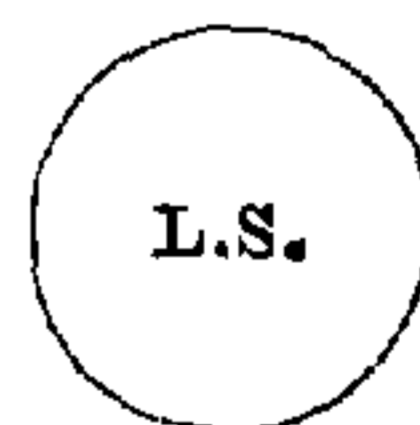
10. All matters which may be or become in difference within the meaning of this agreement shall be referred to arbitration in manner provided by the Arbitration Act 1889.

11. Any deed or document which shall become necessary to give proper validity to the true meaning and intention of these articles shall be settled in case of difference by a conveyancing barrister to be named by the parties hereto.

12. The Corporation shall not at any time without the written consent of Earl Manvers or his successors in estate either directly or indirectly supply water drawn from the proposed well save within the area within which they are or after the said Bill has passed into law will be authorised to supply water It being the intention to confine the benefits of the water supply from the proposed well to the districts now supplied by the Corporation and those sought to be supplied by the proposed Bill.

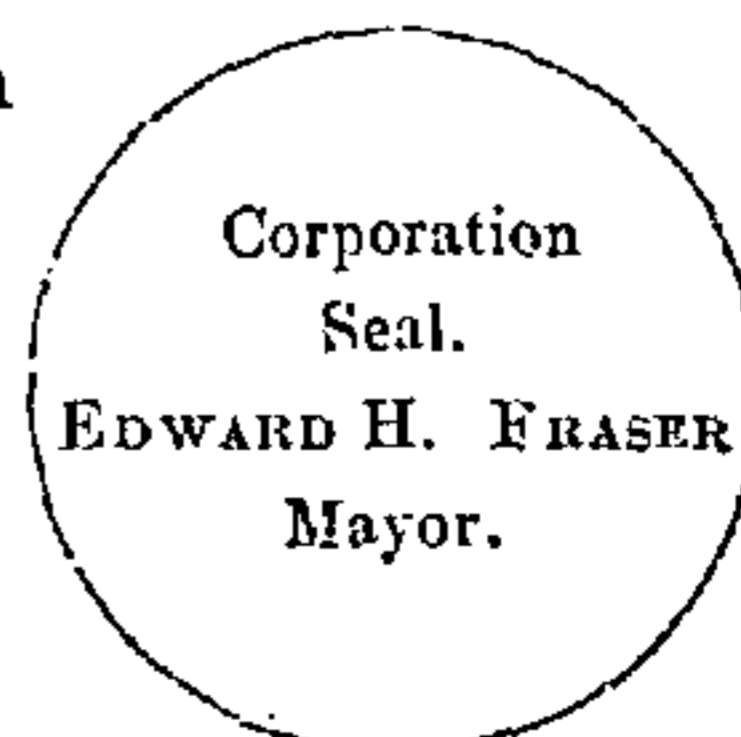
In witness whereof Earl Manvers hath hereunto set his hand and seal and the Corporation have hereunto affixed their common seal the day and year first before written.

Signed sealed and delivered by the above-
named Sydney William Herbert Earl } MANVERS.
Manvers in the presence of
ROBERT WALTER WORDSWORTH
Whitemoor Ollerton
Estate Agent.



Sealed with the common seal of the mayor aldermen
and burgesses in the presence of

FRANK B. HARRIS
Solicitor
Guildhall
Nottingham.



A.D. 1897. ARTICLES OF AGREEMENT made the thirteenth day of March one thousand eight hundred and ninety-seven between THE REVEREND SIR RICHARD FITZ-HERBERT of Nettleworth Manor in the county of Nottingham Baronet clerk in holy orders of the one part and THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF NOTTINGHAM (herein-after called the Corporation) of the other part Whereas the said Sir Richard Fitz-Herbert is in possession as owner in fee simple and entitled to the rents and profits of an estate in the parishes of Kirton Walesby and Boughton all in the county of Nottingham comprising an area of upwards of nine hundred acres and a portion thereof in the said parish of Boughton forms part of Boughton Brake which immediately abuts upon the site of the proposed Boughton well and pumping station And the estate extends for about a mile along Boughton Beck And whereas the Corporation are promoting a Bill during the present Session of Parliament entitled "A Bill to empower the Corporation of Nottingham to construct additional waterworks to extend their limit of supply and for other purposes" for obtaining inter alia an additional supply of water from wells in the parish of Boughton for the purposes of their undertaking Now these articles witness that in the event of the Corporation obtaining the powers above-mentioned the parties hereto hereby mutually agree and contract the one with the other of them as follows:—

1. If Sir Richard Fitz-Herbert shall so require the Corporation shall at their expense lay and maintain a three-inch main from the said Boughton Pumping Station to a site to be conveyed to the Corporation by Sir Richard Fitz-Herbert in one or other of the fields numbered 63 66 or 100 on the 25-inch Ordnance map in or near the village of Kirton at agricultural price on which site the Corporation shall at their own expense construct fence in and maintain a reservoir to contain ten thousand gallons of water and shall supply the same with water free of charge to an extent not exceeding four thousand gallons per day of twenty-four hours throughout the year to be delivered in such quantities and at such times as Sir Richard Fitz-Herbert may require and with such further water beyond the said supply as he may require to be paid for by him after the rate of sixpence per one thousand gallons The obligation to supply water under this clause shall remain in force only so long as the Corporation shall pump water for the purposes of their undertaking from the Boughton Pumping Station.

2. Sir Richard Fitz-Herbert at the request of the Corporation will grant by deed to them and their successors for such period as the annual sum herein-after mentioned shall continue to be paid all subterranean springs of water under his lands on the Kirton Estate within a radius of two miles of the above named Boughton Pumping Station with a right to obtain collect and appropriate such waters for the purpose of the water undertaking of the Corporation by means of works to be constructed at the said Boughton Pumping Station and by driving therefrom adits and tunnels under the said lands on the Kirton Estate.

3. The Corporation will pay to Sir Richard Fitz-Herbert an annual rent of fifty pounds to commence and accrue and be paid quarterly at and from the

period at which the Corporation shall begin to pump water from the said pumping station at Boughton for the purposes of their undertaking. A.D. 1897.

4. Such grant shall contain a proviso that if the supply of water obtained at the proposed pumping station shall cease or diminish in quantity or quality so as not to be worth pumping then the said rent of fifty pounds shall cease from the time the Corporation discontinue their pumping.

5. Sir Richard Fitz-Herbert by such grant will enter into a covenant not to grant to any person corporation public authority or company other than tenants on his estates for mining purposes the right to obtain water for the purpose of trade or manufacture or of a waterworks undertaking on the said Kirton Estate within a radius of two miles from the said well The Corporation in such grant which shall be in duplicate will acknowledge the free and unrestricted rights of the owner of the Kirton Estate to deal with his waters and estates outside such radius of two miles and will covenant at no time to seek to restrain limit or interfere with such rights by virtue of Parliamentary powers or otherwise subject to the proviso that such water rights shall not be dealt with by sale to any other public water authority without first giving to the Corporation an opportunity of buying the same.

6. Sir Richard Fitz-Herbert will covenant that any shaft or opening within the above-mentioned radius to be made for the purpose of working mines or minerals shall be properly lined and kept lined with water-tight tubing to the reasonable satisfaction of the water engineer of the Corporation for the time being Provided always that on Sir Richard Fitz-Herbert imposing covenants to this effect on a lessee and putting the Corporation in a position to enforce the same all liability under such covenants shall shift to the lessee and Sir Richard Fitz-Herbert shall be freed therefrom.

7. Sir Richard Fitz-Herbert will use his best endeavours to obtain any wayleaves that may be required from any road authority or others for laying the mains or otherwise.

8. The Corporation will pay the costs charges and expenses including those of solicitors parliamentary agents estate agents and engineers incurred by Sir Richard Fitz-Herbert in relation to this agreement or the said Bill or any matters or things done or to be done hereunder The amount thereof in case of difference to be settled by such person as may be appointed by the president for the time being of the Incorporated Law Society.

9. All matters which may be or become in difference within the meaning of this agreement shall be referred to arbitration in manner provided by the Arbitration Act 1889.

10. Any deed or document which shall become necessary to give proper validity to the true meaning and intention of these Articles shall be settled in case of difference by a conveyancing barrister to be named by the parties hereto.

11. The Corporation shall not at any time without the written consent of Sir Richard Fitz-Herbert or his successors in estate either directly or indirectly supply water drawn from the proposed well save within the area within which

[Ch. cc.]

Nottingham Corporation Water [60 & 61 VICT.]
Act, 1897.

A.D. 1897. they are or after the said Bill has passed into law will be authorised to supply water It being the intention to confine the benefits of the water supply from the proposed well to the districts now supplied by the Corporation and those sought to be supplied by the proposed Bill.

In witness whereof the said Sir Richard Fitz-Herbert hath hereunto set his hand and seal and the Corporation have hereunto affixed their common seal the day and year first before written.

Signed sealed and delivered
by the above-named Sir
Richard Fitz-Herbert in
the presence of

RICHARD FITZ-HERBERT.

L.S.

E. E. HARCOURT VERNON

Grove

Retford

Esquire.

Sealed with the common seal of the mayor aldermen
and burgesses in the presence of

FRANK B. HARRIS

Solicitor

Guildhall

Nottingham.

Corporation
Seal.
EDWARD H. FRASER
Mayor.

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