



## CHAPTER lxxx.

An Act to confirm a Provisional Order of the Minister of Health relating to the borough of Watford. A.D. 1935.  
[2nd August 1935.]

**W**HEREAS under the provisions of the Public Health Act 1875 the Minister of Health has made a Provisional Order which needs confirmation by Parliament: 38 & 39 Vict. c. 55.

Be it therefore 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:—

1. The order of the Minister of Health which as amended is set out in the schedule to this Act is hereby confirmed and shall have full validity and force. Order in schedule confirmed.

2. This Act may be cited as the Ministry of Health Provisional Order Confirmation (Watford) Act 1935. Short title.

A.D. 1935.

SCHEDULE.

*Watford  
Order.*

BOROUGH OF WATFORD.

*Provisional order amending the Watford Urban District  
Council Act 1909 and certain orders.*

WHEREAS the mayor aldermen and burgesses of the borough of Watford acting by the council (in this order called "the corporation") in pursuance of the Watford Urban District Council Act 1909 as amended by certain provisional and other orders carry on a water undertaking and supply water within certain limits :

And whereas the corporation have applied to the Minister of Health for the issue under the Public Health Act 1875 of a provisional order to amend the Watford Urban District Council Act 1909 and the orders aforesaid in the manner following :

Now therefore the Minister of Health in pursuance of the powers given to him by sections 297 and 303 of the Public Health Act 1875 and of all other powers enabling him in that behalf hereby orders as follows :—

Short title  
and  
commence-  
ment.

1. This order may be cited as the Watford Order 1935 and shall come into operation on the date of the Act of Parliament confirming it.

Interpreta-  
tion.

2. In this order unless the context otherwise requires—

"the borough" means the borough of Watford;

"the deposited plans" and "the deposited sections" mean respectively the plans and the sections which were deposited in the office of the Minister on the fifteenth day of November nineteen hundred and thirty-four and of which duplicates were on the same day deposited in the office of the Clerk of the Parliaments House of Lords and in the private bill office of the House of Commons;

"the local Act" means the Watford Urban District Council Act 1909;

"the Minister" means the Minister of Health;

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“ the rural district ” means the rural district of Watford; A.D. 1935.

“ the scheduled agreement ” means the contract dated the twenty-eighth day of December nineteen hundred and thirty-four and made between the Right Honourable George Herbert Hyde Earl of Clarendon of the one part and the corporation of the other part which is set forth in the first schedule to this order;

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“ the water limits ” means the limits within which the corporation are for the time being authorised to supply water;

“ the water undertaking ” means the water undertaking of the corporation; and

“ telegraphic line ” has the same meaning as it has in the Telegraph Act 1878.

3.—(1) In addition to any other lands acquired or held by them the corporation may by agreement purchase take on lease acquire and hold for the purposes of the water undertaking the lands described in the scheduled agreement and in the second schedule to this order and the purchase taking on lease or acquisition by the corporation of such lands or any of them for the said purposes prior to the date on which this order shall come into operation is hereby sanctioned and confirmed. Purchase of lands and confirmation of scheduled agreement.

(2) The scheduled agreement is hereby confirmed and made binding on the parties thereto and their successors and effect may and shall be given thereto accordingly subject to such modifications or variations (if any) as may be agreed between those parties or their successors :

Provided that no such modification or variation shall be of such a character as to affect the rights or interests of any persons other than those parties or their successors.

(3) The corporation shall not create or permit the creation or continuance of any nuisance on the lands described in the scheduled agreement or in the second schedule to this order nor (without the approval of the Minister) erect any buildings thereon except the works authorised by this order and offices and dwelling-houses for persons in their employment and such buildings and works as may be incident to and connected with the water undertaking but the restrictions of this section shall not apply in respect of lands leased or sold by the corporation.

4. The corporation may purchase or take on lease and maintain houses and buildings for persons in their employment in connection with the water undertaking and the corporation may also erect maintain and let any such buildings upon any land for the time being belonging or leased to the corporation for the purposes of the water undertaking. Dwelling-houses for employees and other buildings.

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Power to  
construct  
works.

5.—(1) Subject to the provisions of this order the corporation may make and maintain and from time to time alter renew and reconstruct in the lines and situations and upon the lands delineated on the deposited plans and according to the levels shown on the deposited sections the works hereinafter described.

The said works are situate partly in the borough and partly in the parishes of Watford Rural and Abbots Langley in the rural district and are as follows :—

Work No. 1 A well or wells with adits thereto and a pumping station with softening works and other works and conveniences connected therewith respectively to be situate in an enclosure of land consisting of six acres or thereabouts at the northern end of parcels numbered 411 and 435 on the Hertfordshire sheet XXXIX.13 of the 1/2500 scale ordnance survey (1914 edition) in the borough;

Work No. 2 A conduit or line of pipes commencing at the water softening works forming part of Work No. 1 in the borough and terminating in the parish of Abbots Langley at Work No. 3 and having a connection or connections with the existing water main of the corporation at the junction of North Western Avenue and Gammons Lane within the borough;

Work No. 3 A reservoir situate in five acres of land or thereabouts being parts of parcels numbered 400 401 402 403 and 408 on the Hertfordshire sheets XXXIX.1 and XXXIX.5 of the 1/2500 scale ordnance survey (1924 edition) in the parish of Abbots Langley in the rural district;

Work No. 4 A conduit or line of pipes commencing at the point where the main in Work No. 2 enters the Hempstead Road from the site of Work No. 1 passing in a south-easterly direction along the Hempstead Road through the borough and terminating in the borough at its connection with the existing water main of the corporation at a point about two hundred and twenty yards south-east of the junction of Grove Mill Lane and Hempstead Road.

(2) The corporation may upon lands acquired by them for the purposes of or in connection with the water undertaking under the provisions of this order make and maintain and from time to time alter renew and reconstruct all such works and conveniences as they may consider necessary or convenient in connection with or subsidiary to the works authorised by this order or for obtaining access to inspecting maintaining repairing cleansing managing working or using the same or any of them :

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Provided that—

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- (a) Nothing in this subsection shall exonerate the corporation from any action indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them;
- (b) Any electric apparatus shall be so made maintained and used as not to cause any interference with any telegraphic line belonging to or used by the Postmaster-General or with telegraphic communication by means of any such line.

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6. In the construction of the works authorised by this order the corporation may deviate to any extent not exceeding the limits of deviation shown on the deposited plans and they may also deviate from the levels shown on the deposited sections to any extent not exceeding six feet upwards and to any extent downwards :

Limits of deviation for waterworks.

Provided that no part of any conduit or line or lines of pipes shall be raised above the surface of the ground unless and except so far as shown upon the deposited sections.

7. Subject to the provisions of this order the corporation may collect impound take use divert and appropriate for the purposes of the water undertaking all such springs and waters as will or may be intercepted by the works authorised by this order.

Power to take waters.

8.—(1) For the purpose of executing constructing enlarging extending repairing cleansing emptying or examining any of the works of the corporation forming part of their water undertaking the corporation may cause the water in any such work to be discharged into any available stream ditch or watercourse :

Discharge of water into streams.

Provided that any water so discharged shall so far as may be reasonably practicable be free from mud solid or offensive matter and other matter injurious to fish or spawn or spawning beds or food of fish.

(2) In the exercise of the powers conferred by this section the corporation shall do as little damage as may be and shall pay compensation to all persons for all damage sustained by them by reason or in consequence of the exercise of such powers the amount of compensation to be settled in case of difference by arbitration in accordance with the provisions of the Arbitration Acts 1889 to 1934.

(3) The rate at which the corporation may cause water to be discharged directly or indirectly into any available stream ditch or watercourse shall not (except in emergency) exceed such rate as may be agreed between the corporation and the highway authority for any road drained by the stream ditch or watercourse

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or adjacent to which road the stream ditch or watercourse is situate or as failing agreement may be determined by arbitration to be reasonable having regard to all the circumstances of the case.

(4) The powers of this section shall not be exercised so as to damage or injuriously affect the railways or works of any railway company.

Supply to  
premises  
outside  
water limits.

9. For the purpose of complying with the terms of the scheduled agreement the corporation may supply water outside or for use outside the water limits.

For protec-  
tion of  
certain  
existing  
sources of  
supply.

10.—(1) If at any time after the completion of Work No. 1 authorised by this order it shall be proved by the owner of any well existing at the date of this order which is situate within a radius of two miles from the centre of that work and which is in regular use at the date of this order as an effective source of supply (in this section called "the owner") that the pumping by the corporation at Work No. 1 has caused a diminution or cesser of the supply of water obtainable from such well as the same exists at the date of this order the corporation shall forthwith upon the written request of such owner (but subject to the provisions of this section) afford to him a supply of water equal to the amount of such diminution (as proved) at such cost or rate (if any) as that the total cost to the owner of obtaining his full supply shall be the same after as before the construction of the said Work No. 1 and upon such other terms as may be agreed or failing agreement may be settled by arbitration as hereinafter provided.

(2) Provided that—

- (a) the corporation shall not be under any obligation to give a supply of water for domestic purposes under this section in respect of any well the water from which is so polluted as to be or to be likely to be injurious or dangerous to health;
- (b) the corporation shall not be liable in respect of any claim made by the owner under this section if such owner shall have failed to afford to the corporation and their officers and servants at all reasonable times after the commencement of this order and free of cost access to the well in respect of which the claim is made and such information as the corporation may reasonably require in regard to the cost to the owner of operating the well and facilities for ascertaining particulars thereof and the level of the water therein;
- (c) the corporation shall not be subject to the obligations of this section if prevented from supplying water thereunder in consequence of frost unusual drought or other unavoidable cause or accident.

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(3) For the purpose of affording a supply of water under this section the corporation may supply water beyond the water limits and may carry out all such works within and beyond such limits as may be necessary for that purpose but in respect of any such supply within the limits of supply of the Rickmansworth and Uxbridge Valley Water Company (in this section referred to as "the company") the exercise of the powers of this subsection shall be subject to the consent of the company.

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(4) All mains pipes meters and fittings required for the purpose of supplying water to any owner in pursuance of this section shall be provided laid down and fixed and all such mains pipes and meters shall be maintained by and at the expense of the corporation and the owner shall afford to the corporation all reasonable or necessary facilities for these purposes but all such fittings which shall be placed or fixed upon the land or premises of any owner shall be placed fixed repaired maintained and (when necessary) renewed and made good by such owner to the reasonable satisfaction of the corporation and the corporation shall repay to the owner the reasonable cost of such placing or fixing.

(5) The corporation may if they think fit in lieu of affording a supply of water equal to the diminution of the supply in any such well deepen such well or make such borings therein or headings therefrom or carry out such other works as will increase the supply so as to make good the said diminution and the owner shall without making any charge therefor give the corporation access and every facility for carrying out such deepening borings or headings or other works :

Provided that the corporation shall not (except with the consent in writing of the company) themselves exercise the powers of this subsection in relation to the Hunton Bridge Well of the company but may require the company to deepen the said Hunton Bridge Well or to make such borings therein or headings therefrom or to carry out such other works as are hereinbefore referred to in this subsection and as may be approved by the corporation or determined by arbitration under this section and the company shall forthwith comply with any such requirement and the reasonable expenses incurred by them in so doing shall be repaid to them by the corporation.

(6) The corporation shall in any case in which the consent of the company is required but is withheld and in which the corporation shall not have made good the diminution of supply as aforesaid and may in any other case if they think fit in lieu of affording a supply equal to the diminution as aforesaid make compensation in money to any such owner for such diminution and they shall also make like compensation for any injury caused to such owner by the powers conferred by the last preceding

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Provided that this subsection shall not apply in respect of the Hunton Bridge Well of the company.

(7) Any question which may arise between the corporation and any owner as to the quantity time place or manner of the supply to be afforded by the corporation in pursuance of this section and any other question dispute or difference which may arise between the corporation and the owner under the foregoing provisions of this section shall be referred to the arbitration of a single arbitrator appointed unless otherwise agreed by the President of the Institution of Civil Engineers and the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such arbitration.

(8) The corporation and the owner may enter into and fulfil agreements with reference to the supply of water by the corporation to such owner or with reference to any matter referred to in this section and may by any such agreement alter or modify any of the provisions of this section so far as they relate to such owner.

(9) In this section the expression " owner " shall include any lessee or occupier but shall not include the Right Honourable the Earl of Clarendon or other the owner lessee or occupier for the time being of the whole or any part of the estate which belonged to the said earl on the twenty-eighth day of December nineteen hundred and thirty-four and was then known as the Grove Estate and is now situate in the borough and in the parishes of Watford Rural and Abbots Langley.

For protec-  
tion of Grand  
Union Canal  
Company.

11. The following provisions for the protection of the Grand Union Canal Company (in this section referred to as " the company ") shall unless otherwise agreed in writing between the corporation and the company apply and have effect with reference to the exercise of the powers of this order (that is to say) :—

(1) In this section—

" the canal " means the canal belonging to the company;  
and

" the authorised works " means the well or wells adits pumping-station softening works and other works and conveniences connected therewith authorised by this order and includes any works which shall be constructed by the corporation for the purpose of affording a supply of water to the owner of any well in pursuance of the section of this order of which the marginal note is " For protection of certain existing sources of supply " and any deepenings borings headings or other works carried out by the corporation in relation to any well in pursuance of that section.

(2) The construction of the authorised works and all future alterations repairs and renewals thereof shall be carried out and executed without causing any leakage or loss of water from the canal or any unnecessary interference with or damage to the canal or towing-path banks or works thereof or other property of the company and so as to occasion no obstruction or impediment to the traffic along the canal or the passage along the towing-path thereof.

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(3) If in consequence of the construction use alteration repair or renewal of any of the authorised works or the failure or want of repair thereof or any subsidence caused by the construction thereof or otherwise in consequence of the exercise by the corporation of any of the powers of this order with reference to the authorised works any damage or injury to the canal or towing-path thereof or other property of the company or any leakage or loss of water from the canal or any interruption or interference with the conduct of the traffic upon the canal or towing-path thereof or to or from any other property of the company shall be at any time occasioned or arise the corporation shall forthwith at their own expense and to the reasonable satisfaction of the company's engineer execute all such works and do all such things as may be necessary to restore the canal or towing-path or other property of the company and the water in the canal to the same state and condition as before the happening of such injury or leakage or loss of water or remove the cause of such interruption or interference (as the case may require) and take all such steps as may be necessary to prevent the recurrence of such damage leakage loss interruption or interference under the superintendence (if the same be given) and to the reasonable satisfaction of the company's engineer.

If the corporation at any time fail to comply with the provisions of this subsection and also in emergency the company may after giving not less than fourteen days' previous notice in writing to the corporation or forthwith if the circumstances so require execute and do themselves all such works and things as may be necessary as aforesaid and the corporation shall pay to the company the costs and expenses reasonably incurred by the company in so doing.

(4) The corporation shall indemnify and hold harmless the company from all claims demands costs expenses and damages which may be made on or against them or which they may incur or have to pay in consequence of the construction use alteration repair or renewal of any of the authorised works or the failure or want of repair thereof or any subsidence caused by the construction thereof or in consequence of any act or omission of the corporation their contractors agents workmen or servants.

(5) Nothing in this order shall authorise the corporation except with the consent of the company (which consent shall not

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A.D. 1935. be unreasonably withheld) to discharge water or allow water to be discharged into any feeder or watercourse belonging to the company or any stream flowing into any such feeder or watercourse.  
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(6) Any difference which may arise between the company and the corporation under this section shall be referred to and determined by an arbitrator to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference and determination.

(7) The provisions of article III (Protection for Grand Junction Canal Company) of the Watford Order 1917 shall apply to the works authorised by the section of this order of which the marginal note is "For protection of certain existing sources of supply" as if for the references to any work of the council contained in that article there were substituted the references in the said section to the mains pipes meters and fittings required for the purpose of supplying water to any owner in pursuance of that section.

Application of section 332 of Public Health Act 1875.

12. In the exercise of the powers conferred by this order the corporation shall be subject to the provisions of section 332 of the Public Health Act 1875.

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SCHEDULES.

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FIRST SCHEDULE.

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THE SCHEDULED AGREEMENT.

PARTICULARS.

All that piece of land containing six acres or thereabouts situate in the parish of Watford in the county of Hertford part of the Grove Estate of the Vendor which is delineated on the plan hereto annexed and thereon surrounded by a red verge line together with the mines and minerals in and under the said land subject to and with the benefit of the tenancy thereof from year to year of the tenant Mr. A. R. Gulston The fee simple in possession free from incumbrances other than the said tenancy.

SPECIAL CONDITIONS OF SALE.

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1. The property is sold subject to the General Conditions of 1925 so far as they are not varied by or inconsistent with these conditions.

2. The Vendor's solicitors are Messrs. Leman Chapman and Harrison whose office is situate at 44 Bloomsbury Square London W.C.1.

3. The date fixed for completion is two months after the date of the royal assent to the confirming Act referred to in the agreement hereto annexed. No deposit money shall be paid. The time for delivery of requisitions shall be twenty-one days instead of fourteen days and for further requisitions shall be ten days instead of seven days. Clause 36 (Power for Vendor to resell after notice) of the General Conditions shall not apply to this sale.

4. The Vendor is selling as tenant for life.

5. The abstract of title shall commence with a settlement dated the fourth day of August one thousand nine hundred and five and the earlier title shall not be called for or investigated whether appearing on the abstracted documents or not.

6. The property is sold to the Purchasers for the purposes of a pumping station in connection with their water undertaking and the conveyance to the Purchasers shall contain the following covenants framed so as to run with the land so far as possible namely :—

(a) That no permanent building of any kind shall be commenced on the land or any part thereof until drawings showing the intended elevations thereof have been submitted and approved by the surveyor for the time being of the Vendor and copies deposited with him and his fee of one pound one shilling paid in respect of each such building such approval not to be unreasonably withheld ;

(b) That the Purchasers will forthwith erect a suitable chain link boundary fence not less than five feet in height of a pattern approved by the Vendor or his surveyor on the south-east side of the property and as soon as practical plant a belt of suitable trees on the south-east and south-west sides of the property and forever after maintain such fence and belt of trees ;

(c) That the Purchasers will take all reasonable precautions to prevent annoyance or damage to the adjoining property of the Vendor and his tenants arising from noise smell or smoke occasioned by the permanent works in connection with the pumping station ;

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(d) Not to use the land or permit or suffer the same to be used for any immoral or illegal purpose or for the purpose of any trade or business whatsoever other than that of a pumping-station and softening works and works incidental thereto in connection with the water undertaking of the Purchasers without the consent in writing of the Vendor first obtained and (except as expressly authorised by this agreement) not to do anything on the land that may be or grow to the annoyance disturbance or damage to the Vendor or his tenants;

(e) That no hut shed caravan house on wheels or other chattel adapted or intended for use as a sleeping apartment nor any shows booths swings roundabouts or hoardings nor any advertising station shall be erected made placed or used or be allowed to remain upon the land or any part thereof nor shall the same be used for the storage of rubbish or building material except such storage as may be necessary during works of construction building alteration or maintenance and the Vendor may remove and dispose of any such erection rubbish building material or other thing except as aforesaid and for that purpose may at any time within twenty-one years from the date of such conveyance enter upon the land or such part thereof upon which a breach of this stipulation shall occur and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or any damage thereto.

7.—(1) The property is believed to be and shall be taken as correctly described and any small incorrect statement error or omission found in the particulars sale plan or conditions shall not annul the sale or entitle the purchasers to be discharged from their purchase nor shall the Vendor or the Purchasers claim or be allowed any compensation in respect thereof.

(2) This condition shall take effect in substitution for subsections (1) to (4) inclusive of clause 35 of the General Conditions of 1925.

8. The Purchasers hereby agree to keep the Vendor and his successors in title and the land hereby agreed to be sold effectually indemnified against all claims and demands on the part of the tenant for compensation for disturbance or otherwise and against all proceedings actions costs and expenses consequent upon any such claim or demand.

9. The Vendor or his successors in title shall not have any right of pre-emption of the land hereby agreed to be sold or any part thereof in the event of the Purchasers ceasing to use the same as a pumping-station or being desirous of selling the same.

10.—(a) The Purchasers shall in their conveyance covenant with the Vendor that if at any time it shall be found that the supply of water at the date of this agreement derived by the Vendor from the Vendor's well near Grove Mill has been diminished and rendered inadequate by the Purchasers' pumping operations at the proposed pumping-station on the land hereby agreed to be sold the Purchasers shall at their option and at their expense either—

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(i) deepen such well or make such alterations therein as may be necessary to make good the diminution and thus secure to the Vendor a supply of water similar in quantity to and for the same purposes as the supply normally taken by the Vendor from such well at the date of this agreement; or

(ii) afford to the Vendor a supply of water equal to the amount of the diminution at such cost or rate as that the total cost to the Vendor of obtaining a supply of water similar in quantity to and for the same purposes as the supply normally taken by the Vendor from the said well at the date of this agreement shall be the same (as nearly as may be) after as before the said pumping operations were carried out by the Purchasers such supply from the Purchasers to be metered and delivered into the Vendor's existing pumping main at or near the Vendor's pump house at such a pressure as will deliver such supply into the Vendor's storage tank in the roof of the Grove Mansion House. The Purchasers shall not be subject to the obligations of this sub-clause (ii) if prevented from supplying water thereunder in consequence of frost unusual drought or other unavoidable cause or accident.

(b) The provisions of sub-paragraph (ii) of paragraph (a) of this clause shall apply in the event of the level of the water in the lake being lowered by the pumping operations carried on by the Purchasers so as to render inadequate the supply of power water for the efficient running of the water wheel.

(c) The Vendor shall afford the officers servants and other representatives of the Purchasers at all reasonable times after the completion of the purchase access to the said well for the purpose of ascertaining the levels of the water therein and to the Vendor's pumping house for the purpose of inspecting his water wheel and shall without making any charge therefor give to the Purchasers their agents contractors and servants access to his premises and every facility for carrying out any such deepening and/or alterations and executing and maintaining any works necessary for the purposes of this clause and discharging their obligations thereunder.

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(d) The Vendor shall keep his pumping main in a good water-tight state of repair throughout its entire length and shall afford the officers and servants of the Purchasers access to the site of the main at all reasonable times for the purposes of inspection.

(e) The obligations of the Purchasers under this clause shall only apply to the provision of a water supply for the benefit of the existing Mansion House and any buildings land and premises supplied therefrom by the Vendor as the same are so supplied and exist at the date of this agreement whether in the Purchasers' water area or otherwise.

(f) In the event of any immediate failure of the existing supply through the operations of the Purchasers a temporary supply shall be afforded to the said Mansion House for the use of the said Mansion House and other aforesaid premises on the terms set out in sub-paragraph (ii) of paragraph (a) of this clause until such time as the provisions of the said paragraph (a) can be reasonably complied with.

(g) Any question or dispute arising under this clause shall be referred to and determined by a single arbitrator to be agreed on between the parties or in default of agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers.

(h) The conveyance shall contain all proper provisions for carrying into effect all the stipulations in this clause.

11. The Purchasers shall in addition to the purchase money pay to the Vendor the sum of one hundred pounds towards the costs of the Vendor of and incidental to the negotiations for and the completion of the sale and towards the fees of his surveyor in relation thereto.

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AN AGREEMENT made the twenty-eighth day of December one thousand nine hundred and thirty-four between THE RIGHT HONOURABLE GEORGE HERBERT HYDE EARL OF CLARENDON G.C.M.G. (hereinafter called "the Vendor") of the one part and THE MAYOR ALDERMEN AND BURGESSES of the Borough of Watford (hereinafter called "the Purchasers") of the other part whereby it is agreed that the Vendor shall sell and the Purchasers shall purchase the property described in the above particulars at the price of one thousand eight hundred pounds subject to the foregoing Special Conditions of Sale and the General Conditions of 1925 so far as the same are applicable to a sale by private treaty Provided that this agreement is conditional on the Purchasers obtaining a Provisional Order of the Minister of Health and on the same being confirmed by Act

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of Parliament during the session 1934-1935 for empowering the Purchasers to purchase hold and use the above-mentioned property for the purposes mentioned in the foregoing Special Conditions and to supply water to the Vendor for use by himself and/or his lessees and tenants as at present both within and without the limits of supply of the Purchasers in order to make good any diminution in the existing supply of water derived by the Vendor from his well near Grove Mill which may be due to the operation of the proposed pumping-station of the Purchasers and generally to carry into effect the provisions of clause number ten of the foregoing Special Conditions and if such order is not made by the said Minister and confirmed by Parliament during the said session this agreement shall be void and of no effect.

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IN WITNESS whereof the Vendor has hereunto set his hand and seal and the Purchasers have caused their corporate seal to be hereunto affixed the day and year first above written.

Signed sealed and delivered  
by the said The Right  
Honourable George Her-  
bert Hyde Earl of Clar-  
endon by his attorney  
Francis George Bur-  
roughes in the presence  
of—

CLARENDON  
by his attorney  
F. GEORGE BURROUGHES

L.S.

WILLIAM PACKE

41 Berkeley Square W.1

Land Agent.

The common seal of the  
Mayor Aldermen and  
Burgesses of the borough  
of Watford was affixed  
hereto in the presence  
of—

L.S.

H. BRIDGER

Mayor.

W. HUDSON

Town Clerk.

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SECOND SCHEDULE.

*Watford  
Order.*

A piece of land comprising five acres or thereabouts (being part of the enclosures numbered 400 401 402 403 and 408 on the Hertfordshire sheets XXXIX.1 and XXXIX.5 of the 1924 edition of the 1/2500 scale ordnance survey) which piece of land is bounded on the south side thereof by the southern boundaries of the said enclosures numbered 400 401 402 and 403 for a distance of 536 feet or thereabouts commencing at a point 245 feet or thereabouts east of the high road (enclosure numbered 278) on the east side thereof by an imaginary line drawn in a northerly direction across the enclosures numbered 403 and 402 for a distance of 403 feet or thereabouts on the west side thereof by the existing boundary fences on the south east and north sides of the existing reservoir (part of enclosure numbered 400) and by an imaginary straight line drawn in a northerly direction from the north-west corner of the reservoir fence for a distance of 338 feet or thereabouts and by an imaginary straight line drawn in a southerly direction from the south-west corner of the reservoir fence to the southern boundary of enclosure numbered 400 and on the north side by an imaginary straight line 550 feet long or thereabouts drawn across enclosures numbered 408 and 402 between the northern extremities of the eastern and western boundaries above-described and a strip of land 245 feet long or thereabouts between the high road and the western boundary above-described which is bounded on the south side by the southern boundary of the enclosure numbered 400 and on the north side by an imaginary line drawn parallel or thereabouts to the said southern boundary at a distance of 18 feet or thereabouts across the enclosure numbered 400.

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