CHAPTER lxxv.

An Act authorising the Abandonment and Discontinuance of portions of the Canal the Maintenance and Continuance of the Harbour at Bude and of portions of the Canal the Maintenance of a portion of the Canal and of the Reservoir as Waterworks the Supply of Water to Local and other Authorities and for conferring further powers on the Company of Proprietors of the Bude Harbour and Canal in relation to their Undertaking and for other purposes. [3rd July 1891.]

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WHEREAS by an Act passed in the 59th year of the reign of King George III. intituled "An Act for improving the "harbour of Bude in the county of Cornwall and for making and "maintaining a navigable canal from the said harbour of Bude to or "near the village of Thornbury in the county of Devon and divers "branches therefrom all in the said counties of Cornwall and Devon" (hereinafter referred to as "the recited Act") the Bude Harbour and Canal Company (hereinafter called "the Company") was incorporated and authorised to improve the harbour of Bude and to make and maintain the canal and collateral branches thereby authorised and to have use and exercise the powers in reference thereto in the recited Act mentioned:

59 Geo. III. c. lv.

And whereas the Company constructed the works for the improvement of the harbour of Bude and made the said canal and collateral branches or part thereof as authorised by the recited Act but the traffic thereon has of late years greatly diminished and the receipts are so reduced as to be insufficient to provide for the maintenance of the canal and other works as a navigation:

And whereas lands containing about twenty-seven acres within the manor of Boyton in the county of Cornwall parcel of the possessions of the Duchy of Cornwall were required by the Company for the purposes of their said undertaking and were accordingly entered upon and taken by them and a portion of the canal and

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collateral branches was constructed thereon but the whole of the money payable by the Company in respect of the lands so taken has not been paid and parts thereof have been from time to time allowed by the personage for the time being entitled to the said duchy to remain unpaid and no conveyance of the said lands has been made to the Company and it is desirable that upon the closing of that part of the said canal and collateral branches which passes through the said lands the same lands should remain vested in the personage for the time being entitled to the said duchy as parcel of the possessions thereof discharged from all interest of the Company therein and all claims and demands of the Company thereupon and that in consideration thereof the amount payable to the duchy and still remaining unpaid should be reduced and that the reduced sum to be paid by the Company should be settled at the sum of three hundred and seven pounds fifteen shillings and four pence:

And whereas it is expedient that the Company should be authorised to close a part of their said canal and collateral branches and all works connected therewith and to discontinue a further part thereof as a navigation and to sell and dispose of such part (other than the part taken from the Duchy of Cornwall as aforesaid) as they shall be authorised to close and all other the property of the Company connected therewith either as a whole or in such lots and in such manner as the Company may deem most expedient free from all rights of way and any other rights and easements now enjoyed by the public or by any person or persons over the waterway of the said canal and the cuts and docks thereof but subject to all rights of way and any other existing rights and easements across or in or over or along the existing banks of the canal or the site thereof and any other property of the Company not hereinbefore mentioned:

And whereas in pursuance of the authority of the recited Act and for the purposes of the said canal or cuts and for the works authorised by that Act the Company constructed a reservoir by means of an embankment and have from time to time diverted into such reservoir such surplus water of the River Tamar as flows over a weir adjoining such reservoir:

And whereas the reservoir so constructed as aforesaid will after the closing of the portion of the canal and its branches proposed to be abandoned render a plentiful and regular supply of water available for purposes other than the supply of the canal as aforesaid:

And whereas the towns of Stratton and Bude in the county of Cornwall and the neighbourhood thereof which are situate near to the district through which the said canal passes are greatly in need

of a proper supply of water for public and domestic purposes and are solely dependent for supply on wells and pumps which offer only an irregular and impure supply:

And whereas a supply of water suitable for all public and domestic purposes can be readily obtained by gravitation from the reservoir by means of the canal or cut leading from the said reservoir to Marhamchurch near to Bude and the board of guardians for the district of Stratton Union being the rural sanitary authority within the meaning of the Public Health Act 1875 are ready to undertake all such works as may be necessary for affording a supply to their district should the Company be authorised to supply to them water in bulk:

And whereas it is essential for the convenience of the Company in supplying water to such local authority as well as to the portion of the canal to be still maintained as a navigation that the portion of canal and its branch leading to the head of the reservoir with its inclined planes basins and conveniences when discontinued as a navigation should be maintained as a cut or conduit for conducting water from the said reservoir:

And whereas it is expedient that the Company be empowered to enter into and carry into effect agreements with the said board of guardians and other public authorities bodies or persons for the better execution of the purposes of this Act:

And whereas for the improvement of the said harbour of Bude and for making and maintaining the said canal and collateral cut and other works and conveniences requisite thereto the capital of the Company was by the recited Act fixed at a maximum of 95,000*l.* divided into shares of 50*l.* each with power if such capital was found to be insufficient for the purpose to raise by further share capital or by mortgage a further sum not exceeding 20,000*l.*:

And whereas the capital actually raised by means of shares amounted to 92,367*l.* and the full sum of 20,000*l.* has been raised by mortgage but has since been repaid and the Company have now no money borrowed under the said Act:

And whereas it is expedient for the purposes of this Act that the Company should be empowered to raise by shares or borrowing such sum or sums of money as may be necessary not exceeding in the whole the sum of 10,000*l.*:

And whereas plans showing the before-mentioned reservoir and the portions of canal and its collateral branches in connection therewith intended to be discontinued as a navigation and maintained as a cut or conduit for the conducting of water from the said reservoir with sections showing the levels of the works as they now exist and a book of reference to the plans containing the names of

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the owners and lessees or reputed owners and lessees and of the occupiers of the lands which may be appropriated and used under the powers of this Act were duly deposited with the clerks of the peace for the counties of Devon and Cornwall and are hereinafter respectively referred to as the deposited plans sections and books of reference:

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

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

Short title.

1. This Act may be cited as the Bude Harbour and Canal (Further Powers) Act 1891.

Incorporation of Acts.

2. The following Acts so far as they are applicable for the purposes of and are not varied by or inconsistent with this Act are hereby incorporated with and form part of this Act:—

The following provisions of the Waterworks Clauses Act 1847 (that is to say):—

With respect to the construction of works for the accommodation of lands adjoining the waterworks;

With respect to mines;

With respect to the provision of guarding against fouling the water of the Undertakers;

With respect to the recovery of damages not specially provided for and of penalties and to the determination of any other matter referred to justices or to the sheriff:

The provisions of the Waterworks Clauses Act 1863 with respect to the security of reservoirs.

Extending to this Act certain provisions of 8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118.

3. The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters:—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

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

The conversion of the borrowed money into capital;

The consolidation of shares into stock;

The general meetings of the Company; and

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

And also Parts I. II. and III. of the Companies Clauses Act 1863 relating respectively to the cancellation and surrender of shares to additional capital and to debenture stock—

shall so far as applicable extend to the capital of the Company as existing at the commencement of this Act as well as to any additional capital which may be raised under the powers of this Act.

Interpretation.

4. In this Act the several words and expressions to which meanings are assigned by the Acts partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction And in the Acts partially incorporated with this Act the expression—

"The special Act" means this Act;

"The Company" "the Undertakers" and "the promoters of the undertaking" mean the Company of Proprietors incorporated under the recited Act;

"The directors" includes the general committee and any other Committee of Proprietors of the Company;

"General meeting" and "special meeting" and "meeting" mean respectively general assembly and special assembly of the Proprietors of the Company;

"The undertaking" in the provisions incorporated with this Act of the Companies Clauses Consolidation Act 1845 and of the Companies Clauses Act 1863 and in the Companies Clauses Act 1869 means and includes the whole undertaking of the Company as existing at the time of the passing of this Act;

The expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act partially incorporated herewith shall for the purposes of this Act 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.

Authorising closing of portions of canal.

5. Subject to the conditions of this Act from and after such day not later than the thirty-first day of December one thousand eight hundred and ninety-two as shall be stated in a three months' notice to be published by the Company once in the London Gazette and in three successive weeks in some two and the same newspapers published and circulating in the district in which the canal is situate all rights of way or user and other rights in reference to the part or parts of the canal and its collateral branches hereinafter specified or in connection therewith created by the recited Act shall cease

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and become extinguished and as from that date the said part or parts of the canal and its collateral branches and all works connected therewith shall be considered to be closed.

The part or parts of the canal and its collateral branches so to be closed as aforesaid are—

So much of the canal and collateral branches as lies between—

(A.) The junction at or near Redpost in the parish of Launcells in the county of Cornwall and Druxton wharf in the parish of Werrington in the county of Devon;

(B.) Brendon Moor Junction in the parish of Pancraswike in the county of Devon and Blagdon Moor Wharf in the parish of Holsworthy in the county of Devon.

Vesting in Duchy of Cornwall certain lands.

6. The lands forming parcel of the possessions of the Duchy of Cornwall so taken by the Company as aforesaid shall upon the passing of this Act remain vested in the personage for the time being entitled to the said duchy as parcel of the possessions thereof in the same manner in all respects as if the same had not been so taken discharged from all interest of the Company therein and all claims and demands of the Company thereupon but subject to the provisions of this Act.

Payment of moneys due to Duchy of Cornwall.

7. The Company shall pay into the Bank of England to the credit of the account of the Duchy of Cornwall in accordance with the provisions of the Duchy of Cornwall Management Act 1863 the sum of three hundred and seven pounds fifteen shillings and four pence in discharge of all claims by the duchy upon the Company in respect of the lands forming parcel of the possessions of the duchy so taken by them as aforesaid and shall also pay to the Receiver-General of the said duchy interest at the rate of four pounds per centum per annum upon the said sum of three hundred and seven pounds fifteen shillings and four pence from the first day of August one thousand eight hundred and ninety and as well the said principal sum as the said interest shall be paid within three months from the passing of this Act and shall be recoverable from the Company in all respects as a debt due by them to the duchy.

Power to sell site &c. of portion of canal closed.

8. Subject to the provisions of this Act the Company may sell and dispose of all the estate lands buildings premises and property of the Company of and in the site of the part or parts of the canal and its collateral branches which by this Act they are authorised to close (except the part so taken from the Duchy of Cornwall as aforesaid) as a whole or in lots in such manner and at such time or times and upon such terms and conditions as the Company may

deem expedient and the purchase-money shall be assets of the Company and be applied for the purposes of the recited Act and this Act only.

Rights of pre-emption to owners of adjoining lands.

9. The lands acquired by the Company for the purposes of the part or parts of the canal and its collateral branches to be closed (except as aforesaid and except such land as may be required for the purposes of the works mentioned in the eleventh section of this Act) shall be sold within three years from the date of closing the same in the manner (so far as applicable) prescribed by the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands and for that purpose all the clauses of that Act with respect to the lands acquired by the promoters of the undertaking under the provisions of their special Act but which are not required for the purposes thereof shall (so far as the same are applicable) be deemed to be incorporated with this Act Provided that where the Company acquired only an easement in the said lands for the purposes of the canal they shall so far as relates to the part or parts of the canal and its collateral branches to be closed as aforesaid execute such conveyances releases or other assurances to and in favour of the owners of the adjoining lands and at the expense of the said owners as may be reasonably required for quieting the title to the same lands in the said owners free from any easement or other claim acquired by the Company under the said recited Act.

8 & 9 Vict. c. 18.

As to receipt for purchase-money.

10. The receipt of three members of the committee of management of the Company for the purchase-money at which the estate lands buildings premises and property of the Company to be sold under the powers of this Act shall be so sold or any part thereof or any other moneys payable to or for the Company shall be a good and sufficient discharge to every person interested in that behalf in respect of such moneys as shall be mentioned in such receipt and the person or persons paying or applying such moneys accordingly and taking such receipt shall not be bound to see to the application thereof or be answerable for any loss or misappropriation or non-application thereof.

Company to reinstate bridges roads and culverts.

11. The Company shall out of the purchase-money to be received in respect of the sale of the part or parts of the canal to be sold as hereinbefore provided and any other moneys in their hands and whether raised under the authority of this Act or not in the first place pay the costs charges and expenses by this Act authorised to be paid and in the next place pay the said sum of three hundred and seven pounds fifteen shillings and four pence and the interest thereon hereinbefore directed to be paid to the credit of the account of the Duchy of Cornwall and the Receiver-General as aforesaid and then

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where the Company are bound to maintain any bridges roads and culverts or other works erected or constructed for the public convenience over and across the part or parts of the canal to be abandoned which will have to be maintained after the closing of such part or parts of the canal the Company shall either construct such works as shall give the public the same facilities as they enjoyed before the passing of the recited Act (the sufficiency of such works in case of dispute to be settled by arbitration as hereinafter provided) or put in good and substantial repair any such bridges roads and culverts or other works and when such works have been constructed as aforesaid or such bridges roads and culverts or other works have been once so repaired and so certified by two justices of the peace on view thereof in the manner provided by section 23 of the Highways Act 1835 the liability of the Company shall cease in respect thereto and the liability (if any) from and after such cessor of the Company's liability to keep up and maintain the same shall fall upon the highway authority or such body or bodies or person or persons other than the Company as now are or but for the passing of the said recited Act would be liable to maintain the roads over across or under which such bridges and culverts have been constructed.

Providing for discontinuance of portions of canal as a navigation.

12. From and after the passing of this Act and subject to the conditions and restrictions hereinafter contained it shall be lawful for the Company to discontinue the use as and for navigations or navigable ways of the following parts of the canal and its collateral branch and the works and conveniences connected therewith (that is to say):—

(A.) So much of the main canal and cut of the Company as lies between the upper end of Marhamchurch incline in the parish of Marhamchurch in the county of Cornwall and Brendon Moor Junction in the parish of Pancraswike in the county of Devon;

(B.) The collateral canal or cut from Brendon Moor Junction aforesaid to the dam head of the reservoir of the Company situate at or near Langford Moor in the parishes of Kilkhampton in the county of Cornwall and of Sutcombe and Bradworthy in the county of Devon:

and all rights of way or user in and over the said parts of the canal and its collateral branch and the works and conveniences connected therewith shall thenceforth be absolutely extinguished:

Provided that the powers in this section shall not be exercised until the other part or parts of the canal and its collateral branches hereinbefore authorised to be closed have been so closed as aforesaid.

Extinguishment of rates and dues in respect of portions of canal closed or discontinued.

13. From and after the closing of the parts of the canal and its collateral branches and the discontinuance as a navigable way of the other parts of the canal and collateral branch hereinbefore referred to all rates and dues mentioned in the recited Act shall cease to be levied in respect of such portions so closed or discontinued Provided always that nothing in this Act contained shall alter or interfere with the right of the Company to levy demand recover and receive the several tolls rates and dues authorised by the recited Act in respect of any part of the canal and of the harbour at Bude not closed abandoned or discontinued under the provisions of this Act.

Reserving right of way of landowners across portions of canal closed.

14. Notwithstanding anything in this Act contained all rights of way and other rights and easements to which any person or persons is or are entitled across the said parts of canal and its collateral branches so closed or discontinued as navigations as aforesaid or in or along the banks or site thereof or over any other property of the Company except the waterway of the canal in respect of or as appurtenant to any hereditaments adjoining or near to the said parts of canal and its collateral branches shall continue and remain as before the passing of this Act.

Power to maintain works.

15. Subject to the provisions of this Act the Company may for the purposes of the supply of water as hereinafter provided maintain and appropriate in the lines shown on the deposited plans and sections the works hereinafter described (that is to say):—

(1.) The existing reservoir of the Company situate at or near Langford Moor partly in the parish of Kilkhampton in the county of Cornwall and partly in the parishes of Sutcombe and Bradworthy in the county of Devon formed by an embankment now known as the Dam Head across the valley whereby the water is impounded together with all sluices culverts weirs approaches buildings tanks embankments gauges gauge pipes filter beds dams roads and other works and conveniences in connection therewith:

(2.) The existing main canal or cut (hitherto used as a navigable waterway and being the part hereinbefore referred to as intended to be discontinued) commencing at the before-mentioned Marhamchurch incline and terminating at Brendon Moor Junction aforesaid and the collateral canal or cut commencing from the point of such termination and terminating at or near the dam head of the reservoir hereinbefore described together with all houses buildings lands bridges arches tunnels weirs banks locks inclined planes wharves basins towing-paths ways roads fences and other works and conveniences connected therewith.

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Power to take streams.

16. Subject to the provisions of this Act the Company may take divert collect impound appropriate and use for the purposes of this Act as well as for the purposes of the recited Act such or so much of the waters of the River Tamar and other minor streams and watercourses tributaries thereof as they are empowered to take divert collect impound appropriate and use under the recited Act including the waters of the streams called Lutson and Alfordisworthy which flow into the said reservoir.

Saving rights of the Admiralty under the recited Act.

17. Nothing in this Act contained shall annul or prejudicially affect the rights conferred on the Lords Commissioners of the Admiralty and on an engineer to be appointed by them by the 27th section of the recited Act nor extend the powers of the Company in respect of the abstraction or diversion of the waters mentioned in that section and the Company shall at the request of the said Lords Commissioners define and record the datum of the gauge erected by the Company in pursuance of such section to the satisfaction of an engineer to be appointed by the said Lords Commissioners.

Power to contract with public bodies for supply of water.

18. The Company may from time to time enter into and carry into effect contracts and arrangements with any local authority within the meaning of the Public Health Act 1875 for the supply of water in bulk through into or adjoining whose district the works of the Company authorised by this Act to be maintained shall extend or who can be conveniently supplied thereby and with any person or Company being the owner lessee or occupier of lands through into or adjoining whose lands such works shall extend or who can be conveniently supplied thereby on such terms and conditions and for such periods as may be agreed between the contracting parties respectively and may vary suspend or rescind any such contracts or arrangements and enter into and carry into effect other contracts or arrangements in lieu thereof or in addition thereto and no person shall by reason of his being a member of the local authority with whom any contract or arrangement shall be entered into by the Company be held to have such an interest or to be so concerned in such contract as to disqualify him from being or if then a director remaining a director of the Company and voting and acting as such:

Provided that nothing in this Act contained shall authorise the Company to supply water to any local authority or person within the limits of any water company now empowered by Act of Parliament to supply water without the consent in writing of such Company:

Provided also that nothing in this Act contained shall be construed as constituting the Company a water company within the meaning of section 52 of the Public Health Act 1875.

Confirming scheduled agreement with guardians of Stratton Union.

19. The agreement made the seventh day of April one thousand eight hundred and ninety-one between the Company of the one part and the guardians of the Stratton Union in the county of Cornwall of the other part and set forth in the First Schedule to this Act is hereby confirmed and shall be carried into effect by the Company and the said guardians respectively.

Confirming scheduled agreement with Edward Mucklow.

20. The agreement made the sixteenth day of April one thousand eight hundred and ninety-one between the Company of the one part and Edward Mucklow of Whitestone Head in the parish of Whitestone in the county of Cornwall of the other part and set forth in the Second Schedule to this Act is hereby confirmed and shall be carried into effect by the Company and the said Edward Mucklow respectively.

Power to raise additional capital.

21. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise any additional capital not exceeding in nominal amount ten thousand pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of these modes respectively but the Company shall not issue any share of less nominal value than ten pounds nor shall any share or stock vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share or the whole of such stock shall have been paid in respect thereof.

New shares or stock to be subject to same incidents as other shares or stock.

22. Except as is by this Act otherwise provided the capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company and the capital in new shares or stock so created shall form part of the capital of the Company.

Dividends on new shares or stock.

23. Every person who becomes entitled to new shares or stock in the Company under this Act shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend either preferential or ordinary as the case may be along with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or to the whole amount of such stock as the case may be.

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Right of voting in respect of new shares or stock.

24. Each holder of new shares or stock in the capital by this Act authorised to be raised shall be entitled to one vote in respect of each one hundred pounds of the capital so authorised to be raised which shall be held by him and in respect of which he shall have paid up the whole amount or the amount of any calls at the time made in respect thereof Provided always that except as otherwise expressly so provided by the resolution creating the same no person shall be entitled to vote in respect of any such new shares or stock to which a preferential dividend shall be assigned.

Receipt clause in case of persons not sui juris.

25. If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow on mortgage.

26. In lieu of raising any part not exceeding two thousand five hundred pounds of the said additional capital of ten thousand pounds by the issue of shares or stock the Company may from time to time borrow a corresponding amount on mortgage of the revenue of the undertaking.

Appointment of a receiver.

27. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on the mortgages 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 two hundred pounds.

Priority of mortgages over other debts.

28. All moneys raised or to be raised by the Company on mortgage under the provisions of this Act shall have priority against the Company and the property from time to time of the Company over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act Provided always that this priority shall not affect any claim against the Company or their property in respect of any rentcharge granted or to be granted by them in pursuance of any Acts relating to the Company or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company in pursuance of any Acts relating to the Company which is entitled to rank in priority to or pari passu with the interest on their mortgages nor shall anything in this section contained affect any claim for land taken used or occupied by the Company for the purposes of their undertaking and works or injuriously affected by the construction thereof or by the exercise of any powers conferred on the Company.

Application of moneys.

29. All moneys raised under this Act whether by shares or stock or borrowing and all moneys arising from the sale of the portion or

portions of canal to be sold as hereinbefore provided after payment of compensation and cost of repairing public bridges roads and culverts shall be applied for the purposes of the recited Act and this Act only to which capital is properly applicable.

Claims against Company &c. to be settled by arbitration.

30. All claims upon the Company arising in consequence of this Act or anything the Company may thereby be required to do and all differences and disputes which may arise between the Company and any person or persons by reason of the closing of the canal or otherwise (but not for or in consequence of the disuse of the canal for the purposes of traffic) shall be settled by arbitration.

As to arbitration.

31. Every arbitration under this Act shall unless otherwise agreed between the parties thereto be had and conducted in accordance with the provisions of the Arbitration Act 1889.

Expenses of Act.

32. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto (including those of the Duchy of Cornwall) shall be borne and paid by the Company.

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The SCHEDULES hereinbefore referred to.

FIRST SCHEDULE.

An Agreement made the 7th day of April 1891 Between The Bude Harbour and Canal Company (hereinafter called the Company) of the one part and The Guardians of the Stratton Union in the County of Cornwall the Rural Sanitary Authority of the said Union (hereinafter referred to as the Local Authority) of the other part.

Whereas the Company are promoting a Bill in the present session of Parliament to authorise the Company inter alia to supply water in bulk to the local authorities of the districts within which the canal of the Company it situate and other bodies or persons:

And whereas the local authority are desirous in the interest of the district administered by them to obtain such a supply of water from the Company:

Now therefore it is agreed by and between the parties hereto as follows (that is to say):—

1. The Company will on and after the date fixed by clause 7 hereof for the coming into operation of this agreement supply unless absolutely prevented by frost unusual drought or other unavoidable cause or accident water in bulk to the local authority in a regular and continuous flow from the Company's canal at or near to the top of Hobbacott Down Plane in the parish of Launcells in the said county of Cornwall or from such other parts of the said canal situated at the same level as (or at a higher level than) the top of the said Hobbacott Down Plane as the local authority may from time to time by notice under the hand of their clerk for the time being request the Company to deliver the said supply.

2. The said supply of water shall be of wholesome quality and suitable after the ordinary process of sand filtration for all domestic purposes and shall be delivered by the Company in sufficient quantity so as at all times to meet the reasonable demand for water not only for domestic but also for trade and public purposes of the inhabitants of the parishes of Stratton and Poughill in the said county of Cornwall (hereinafter referred to as the district) or of such parts thereof as for the time being are connected with the Company's canal by the pipes and mains of the local authority.

3. The Company will at all times during the continuance of this agreement maintain and keep their canal in proper repair as a conduit or cut for conducting the water from their reservoir to the top of Hobbacott Down Plane or other point of delivery selected by the local authority from time to time as aforesaid and will do all such things as may be necessary to insure to the local authority a supply of water of the quantity and quality above mentioned and with that object the Company will enforce the provisions incorporated in their said Bill for guarding against the fouling of water in their canal.

4. The local authority will pay the Company for the water taken by them under the provisions of this agreement at the following rates :—

One penny per thousand gallons so long as the amount of water taken by them per day does not exceed sixty thousand gallons ; and

One half-penny for every thousand gallons taken by the local authority in any day in excess of the said sixty thousand gallons.

5. In order to ascertain the said daily consumption the local authority will at their own expense construct and maintain in good working order at or near the point of abstraction of water from the canal as aforesaid a suitable measuring gauge or meter which shall at all reasonable times be open to the inspection and examination of the Company's duly authorised officers and servants.

6. The moneys due from the local authority to the Company on account of the water supply shall be paid on the first day of January in each year and the amount thereof shall be fixed and determined on the basis of the average daily consumption of water by the local authority during the twelve calendar months immediately preceding such date Provided always that during the continuance of this agreement the Company shall always be entitled to receive from and shall be paid by the local authority a minimum sum of 50*l.* per annum.

7. This agreement shall come into operation upon the expiration of twelve calendar months after the passing of the Company's said Bill into law or at such earlier date as the local authority may determine and shall continue in force for a period of 99 years Provided always that it shall be lawful for the parties hereto by mutual consent to rescind alter or modify the whole or any part of this agreement by a deed duly executed under their respective seals.

8. The Company will not during the continuance of this agreement enter into any contract or agreement for the supply of water nor supply the same within the district with or to any body company or person other than the local authority but provided and so long as the regularity quantity or quality of the water supply hereby agreed to be provided be not interfered with diminished or impaired the Company shall in accordance with the provisions of their said Bill be at liberty to supply water in bulk to any local authority or authorities company or person outside the district and if any difference shall arise between the Company and the local authority as to whether any such supply as last mentioned has interfered with diminished or impaired the supply hereby agreed to be provided the same shall be referred to arbitration in the manner provided by clause 12 of this agreement.

9. The local authority shall at their own expense construct and maintain all such sluices filtering beds mains pipes and other works and appliances as shall be necessary for receiving and conveying the water supplied to them by the Company.

10. The Company shall not sanction the taking of water from their canal by any person residing in the district or for use in the district unless such persons are authorised so to do by the local authority and the Company so far as they are able to do so will allow the local authority to use their name in any legal proceedings which the local authority may deem necessary to take to prevent such abstraction of water the local authority indemnifying the Company from all costs and expenses which may be incurred in such proceedings.

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11. Nothing herein contained shall be construed so as to prevent the Company from using for the purposes of that portion of their canal which lies between the lower end of Marhamchurch plane or incline and the harbour at Bude and for the purposes of the said harbour all the water passing along their canal which is not required to maintain the supply to the local authority as hereby agreed to be provided.

12. If any doubt question or difference shall arise between the parties hereto touching this agreement or the construction or operation thereof or the rights duties and liabilities of either party hereunder then in every such case the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1889.

The common seal of the Bude Harbour and Canal Company was affixed hereto in pursuance of a resolution of the committee of management in the presence of

F. Pollard
Clerk to the Committee of Management.

Seal of the Bude Harbour and Canal Company.

Given under the Seal of the said local authority this seventh day of April one thousand eight hundred and ninety-one.

John King Chairman
Wm. Rowe Clerk.

Seal of the Guardians of the Stratton Union.

SECOND SCHEDULE.

An Agreement made the 16th day of April 1891 Between The Bude Harbour and Canal Company (hereinafter called the Company) of the one part and Edward Mucklow of Whitestone Head in the Parish of Whitestone in the county of Cornwall Esquire Justice of the Peace of the other part.

Whereas the Company are promoting a Bill in the present session of Parliament to authorise the Company (inter alia) to supply water in bulk to the local authorities of the districts within which the canal of the Company is situate and other bodies or persons:

And whereas the said Edward Mucklow is desirous of obtaining such a supply of water from the Company for property belonging to him in the parishes of Marhamchurch and Poundstock in the county of Cornwall:

Now therefore it is agreed by and between the parties hereto as follows (that is to say):—

1. The Company will on and after the date fixed by clause 7 hereof for the coming into operation of this agreement supply unless prevented by frost unusual drought or other unavoidable cause or accident water in bulk to the said Edward Mucklow in a regular and continuous flow from the Company's canal at or near to the top of Hobbacott Down Plane in the parish of Launcells in the said county of Cornwall or from such other parts of the said canal situated at the

same level as (or at a higher level than) the top of the said Hobbacott Down Plane as the said Edward Mucklow may from time to time by notice under his hand request the Company to deliver the said supply.

2. The said supply of water shall be of wholesome quality and suitable after the ordinary process of sand filtration for all domestic purposes and subject to the provisions of clauses 1 and 8 of this agreement the quantity to be delivered by the Company under this agreement shall if required by the said Edward Mucklow be not less than twelve thousand gallons per day.

3. The Company will at all times during the continuance of this agreement maintain and keep their canal in proper repair as a conduit or cut for conducting the water from their reservoir to the top of Hobbacott Down Plane or other point of delivery selected by the said Edward Mucklow from time to time as aforesaid and will do all such things as may be necessary to insure to the said Edward Mucklow a supply of water of the quantity and quality above mentioned and with that object the Company will enforce the provisions incorporated in their said Bill for guarding against the fouling of water in their canal.

4. The said Edward Mucklow will pay the Company for the water taken by him under the provisions of this agreement at the following rates :—

One penny per thousand gallons so long as the amount of water taken by him per day does not exceed twelve thousand gallons; and

One half-penny for every thousand gallons taken by the said Edward Mucklow in any day in excess of the said twelve thousand gallons.

5. In order to ascertain the said daily consumption the said Edward Mucklow will at his own expense construct and maintain in good working order at or near the point of abstraction of water from the canal as aforesaid a suitable measuring gauge or meter which shall at all times be open to the inspection and examination of the Company's duly authorised officers and servants.

6. The moneys due from the said Edward Mucklow to the Company on account of the water supply shall be paid on the first day of January in each year and the amount thereof shall be fixed and determined on the basis of the average daily consumption of water by the said Edward Mucklow during the twelve calendar months immediately preceding such date Provided always that during the continuance of this agreement the Company shall always be entitled to receive from and shall be paid by the said Edward Mucklow a minimum sum of 10*l.* per annum.

7. This agreement shall come into operation upon the expiration of twelve calendar months after the passing of the Company's said Bill into law or at such earlier date as the said Edward Mucklow may determine and shall continue in force for a period of 99 years Provided always that it shall be lawful for the parties hereto by mutual consent to rescind alter or modify the whole or any part of this agreement by a deed duly executed under their respective seals.

8. This agreement and the supply of water hereby agreed to be made are subject in all respects to an agreement dated the seventh day of April one thousand eight hundred and ninety-one between the Company of the one part and the guardians of the Stratton Union in the county of Cornwall of the other part whereby the Company have agreed to supply water in bulk to the said board of guardians for the use of the inhabitants of the parishes of Stratton and

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Poughill in the county of Cornwall and by the provisions of which agreement the supply of water thereby agreed to be made is to take precedence of any supply which the Company may thereafter agree to make to any other local authority body or person.

9. Provided and so long as the regularity quantity or quality of the water supply hereby agreed to be provided be not interfered with diminished or impaired the Company shall in accordance with the provisions of their said Bill be at liberty to supply water in bulk to any local authority or authorities company or person in addition to the supply agreed to be made by the said agreement dated the seventh day of April one thousand eight hundred and ninety-one and by this agreement and if any difference shall arise between the Company and the said Edward Mucklow as to whether any such supply as last mentioned has interfered with diminished or impaired the supply hereby agreed to be provided the same shall be referred to arbitration in the manner provided by clause 12 of this agreement.

10. The said Edward Mucklow shall at his own expense construct and maintain all such sluices filtering beds mains pipes and other works and appliances as shall be necessary for receiving and conveying the water supplied to him by the Company.

11. This agreement shall be binding upon the heirs executors and administrators of the said Edward Mucklow and in the construction thereof the words "the said Edward Mucklow" shall include not only the said Edward Mucklow but also his heirs executors and administrators.

12. If any doubt question or difference shall arise between the parties hereto touching this agreement or the construction or operation thereof or the rights duties and liabilities of either party hereunder then in every such case the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1889.

In witness whereof the Company have hereunto caused their common seal to be affixed and the said Edward Mucklow hath hereunto set his hand and seal.

The common seal of the Bude Harbour and Canal Company was affixed hereto in pursuance of a resolution of the committee of management in the presence of

F. Pollard
Clerk to the committee of management.

Seal of the Bude Harbour and Canal Company.

Signed sealed and delivered by the above named Edward Mucklow in the presence of

Chas. T. K. Roberts
Solicitor
Exeter.

Ewd. Mucklow. L.S.

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FOR

T. Digby Pigott, Esq., C.B., the Queen's Printer of Acts of Parliament.

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