CHAP. cxxv.

An Act for better supplying with Water the parish of Dorking in the county of Surrey. [26th July 1869.] A.D. 1869.

WHEREAS the present supply of water to the parish of Dorking in the county of Surrey is insufficient for the wants of the inhabitants thereof, and it is expedient to increase and improve such supply, and for such purposes to make and maintain the works herein-after mentioned:

And whereas plans and sections of the reservoir, aqueducts, or main pipes, and other works originally proposed to be made for the purpose of affording a better supply of water as aforesaid, showing the line and levels thereof, with a book of reference to such plans, have been deposited with the clerk of the peace for the county of Surrey: And whereas since the deposit of such plans, sections, and book of reference as aforesaid it has been deemed expedient to substitute other works for the works so originally proposed: And whereas plans and sections of the said varied or substituted works showing the line and levels thereof, with a book of reference to such plans, have been also deposited with the clerk of the peace for the county of Surrey, and such last-mentioned plans, sections, and book of reference are in this Act referred to as the deposited plans, sections, and book of reference:

And whereas the parties herein-after named, and others, are willing, at their own expense, to provide such increased and improved supply, and to make and maintain the necessary works for the purposes aforesaid, on being incorporated into a Company (in this Act called "the Company") for that purpose:

And whereas it is expedient that the Company should be empowered to agree for the purchase of the existing waterworks at Dorking, herein-after mentioned:

And whereas the objects aforesaid cannot be attained 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

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with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

Short title.

1. This Act may be cited for all purposes as "The Dorking Water Act, 1869."

Limits of Act.

2. The limits of this Act shall be the parish of Dorking in the county of Surrey.

General Acts herein named incorporated.

3. "The Companies Clauses Consolidation Act, 1845," Parts I. and III. of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Waterworks Clauses Acts, 1847 and 1863," are, except where expressly varied by this Act, incorporated with and form part of this Act.

Interpretation of terms.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expression "the Company" means the Company incorporated by this Act; the expression "the undertaking" means the undertaking by this Act authorized (including the existing works which the Company are by this Act authorized to purchase); and the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

Incorporation of Company.

5. William Joseph Shearburn, Robert Wood, Edward Butcher, Henry Samuel Freeman, James Henry Parsons, and all other persons and corporations who have already subscribed or shall hereafter subscribe to the undertaking, and their executors, administrators, successors, and assigns respectively, shall be united into a Company for the purpose of supplying with water the inhabitants, buildings, lands, and premises within the limits of this Act, and for making and maintaining waterworks for that purpose, together with all proper works and conveniences connected therewith, and for other the purposes of this Act, and for those purposes shall be incorporated by the name of "The Dorking Water Company," and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to make works according to deposited plans.

6. Subject to the provisions of this Act, the Company may make and maintain in the line and according to the levels shown on the

deposited plans and sections the several works by this Act authorized and herein-after described, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for that purpose. The works herein-before referred to and authorized by this Act are,—

1. A collecting tank and well, with all necessary works connected therewith, to be situate in or near the south-west corner of a field numbered 682 in the tithe apportionment map of the parish of Dorking:
2. A conduit or line of pipes commencing at the above-mentioned collecting tank or well, and terminating at the pumping station next hereafter described:
3. A pumping station, with shafts, wells, communication pipes, and other works, to be situate in or near the north-west corner of a field numbered 629 in the tithe apportionment map of the said parish:
4. A conduit or line of pipes commencing at the above-mentioned pumping station, and terminating at the reservoir next hereafter described:
5. A reservoir, with all necessary embankments, cuttings, filtering beds, sluices, culverts, pipes, roads, and other works connected therewith, to be situate in the northern corner of a certain plot of building land belonging or reputed to belong to John Matthews, Esquire, to the west of and immediately adjoining a new road known as Burford Road.

Capital.

7. The capital of the Company shall be fifteen thousand pounds, in fifteen hundred shares of ten pounds each.

Shares not to issue until one fifth paid up.

8. The Company shall not issue any share created under the authority of this Act, nor shall any share vest in the person accepting the same, unless and until a sum not being less than one fifth part of the amount of such share shall have been paid up in respect thereof.

Calls.

9. One fifth of the amount of a share shall be the greatest amount of a call, and three months at least shall be the interval between successive calls, and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Power to borrow on mortgage.

10. The Company may from time to time borrow on mortgage any sum not exceeding in the whole three thousand seven hundred and fifty pounds, but no part thereof shall be borrowed until the whole capital of fifteen thousand pounds is subscribed for, issued, and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the 40th section of

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"The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of such capital has been subscribed for, issued, and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the subscribers or their assigns, and that such subscribers or their assigns are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

Arrears may be enforced by appointment of a receiver.

11. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver, and in order to authorize the appointment of a receiver in respect of principal, or principal and interest, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than three hundred pounds in the whole.

Debenture stock.

12. The Company may create and issue debenture stock.

Monies borrowed on mortgage to have priority.

13. All monies to be borrowed on mortgage under this Act, from the time when the said monies shall be advanced, and the interest for the time being due thereon, 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 to be incurred or engagements entered into or to be entered into by them: Provided always, that such priority shall not prejudice or affect any claim against the Company or their property in respect of any rentcharge to be granted by them in pursuance of the provisions of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," nor shall anything herein-before contained prejudice or affect any claim or lien in respect of any land taken, used, or occupied by the Company for the purposes of the undertaking, or injuriously affected by the construction thereof, or by the exercise of any of the powers by this Act conferred on the Company.

Application of monies.

14. All monies raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only.

First ordinary meeting.

15. The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

Manner of voting at meetings.

16. At all the meetings of the Company every holder of five shares and under shall be entitled to one vote, and every shareholder

shall be entitled to an additional vote for every five shares held by him beyond the first five.

The number of shareholders to convene extraordinary meeting.

17. The number of shareholders on whose requisition an extraordinary meeting of the Company may be required to be convened shall not be less than three shareholders, holding in the aggregate not less than three hundred pounds in the capital of the Company.

Newspaper for advertisements.

18. The newspaper for advertisements shall be any paper published in the county of Surrey.

Number of directors.

19. The number of directors shall not be more than five nor less than three, to which it shall be lawful from time to time to reduce the number.

Qualification of directors.

20. The qualification of a director shall be the possession in his own right of not less than twenty shares.

Quorum.

21. The quorum of a meeting of directors shall be three, unless the number of directors shall be reduced to three, in which case the quorum shall be two.

First directors.

22. William Joseph Shearburn, Robert Wood, Edward Butcher, Henry Samuel Freeman, and James Henry Parsons shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act; at that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors, or directors to supply the place of those not continued in office, the directors appointed by this Act being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting, the shareholders present in person or by proxy shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office, agreeably to the provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several persons elected at any such meeting, being neither removed nor disqualified nor having resigned, shall continue to be directors until others are elected in their stead, in manner provided by the same Act.

Election of directors.

Lands for extraordinary purposes.

23. The Company may from time to time by agreement purchase or acquire for the purposes of this Act any lands not exceeding in quantity two acres, in addition to the lands which they are by this Act authorized to take by compulsion.

Powers for compulsory purchases limited.

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

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Period for completion of works.

25. The works by this Act authorized shall be completed within three years from the passing of this Act, and on the expiration of that period the powers by this Act granted to the Company for executing the works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed: Provided that nothing in this Act shall restrain the Company from extending their reservoir, aqueducts, mains, pipes, works, and conveniences from time to time whenever they shall find it requisite for the purpose of increasing their supply of water, or supplying water within the limits of this Act.

Owners may grant easements.

26. Subject to the provisions of "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," the persons by that Act authorized to sell and convey or release lands shall have full power to grant to the Company any easement (not being an easement of water), liberty, or privilege in or over or affecting any lands authorized to be taken by this Act, and the provisions of "The Lands Clauses Consolidation Act, 1845," as amended by "The Lands Clauses Consolidation Acts Amendment Act, 1860," with reference to the purchase of lands by agreement, shall extend to the purchase by agreement of easements, liberties, and privileges in or over lands.

Deviations.

27. In making the works by this Act authorized the Company may deviate laterally to any extent not exceeding the limits of deviation shown on the deposited plans, and vertically to any extent in case of their reservoir not exceeding three feet, and in case of any other work to any extent not exceeding five feet: Provided that where any work is to be made in any road, the limits of lateral deviation, if not otherwise shown on the deposited plans, are the boundaries of the road.

Agreement in schedule confirmed.

28. The agreement of the 4th day of May 1869, contained in the schedule to this Act, and made between Henry Samuel Freeman, William Joseph Shearburn, Robert Wood, and Edward Butcher (for and on behalf of the Company) of the first part, the Reverend Charles Parker and Edgar Alfred Bowring of the second part, and George Cubitt of the third part (which said parties of the second and third parts are herein-after referred to as "the owners"), shall be and the same is hereby confirmed and made binding upon the Company and upon the owners, who are respectively empowered to carry the same into effect.

Power to purchase existing waterworks.

29. The Company may by agreement purchase from James Henry Parsons or other the owner or owners thereof the waterworks now used for supplying Dorking with water, and all lands, hereditaments, pipes, mains, reservoirs, and rights connected therewith.

Supply of water under pressure.

30. The Company shall not be compelled to carry water to a higher level than can be reached by the pressure afforded by their reservoir.

Supply of water to tenements in a row.

31. Where there are several tenements in a row, no tenant or occupier of any one of the tenements, nor any person on his behalf, shall take or use the water laid on by the Company to any other such tenement unless the tenant or occupier be in respect of the tenement so occupied by him rated under this Act for a supply of water; and every person so taking or using water, or allowing the same to be used, contrary to the provisions of this Act, shall for every such offence forfeit and pay to the Company any sum not exceeding five pounds.

Rates for supply of water for domestic purposes.

32. The Company shall, at the request of every person entitled under this Act to demand a supply of water, furnish to the occupier of every dwelling house or part of a dwelling house to which the request relates within the limits of this Act a sufficient supply of wholesome water for the domestic purposes (including one water-closet) of every such occupier, at any rate not exceeding the following rates; (that is to say,)

Where the yearly value of the premises supplied does not exceed five pounds, at a rate not exceeding twopence per week:

Where the annual value of a house or part of a house shall exceed five pounds and not exceed twenty pounds, a yearly rate not exceeding seven pounds ten shillings per centum on the annual value of such house or part of a house:

Where such annual value shall exceed twenty pounds, a yearly rate not exceeding six pounds per centum on the amount of such annual value.

Rates for waterclosets and baths.

33. The Company may charge in any one year in respect of the first bath supplied with water in or belonging to any dwelling house the sum of ten shillings, and in respect of every watercloset beyond the first, and of every bath beyond the first, the sum of five shillings.

Rates payable quarterly in advance.

34. The rates for a supply of water for domestic purposes shall be payable in advance, by equal quarterly payments, on Lady Day, Midsummer Day, Michaelmas Day, and Christmas Eve in every year.

Water for other than domestic purposes.

35. The Company may supply any person with water for other than domestic purposes for such remuneration and on such terms and conditions as are agreed on between the Company and the person desirous of having the supply: Provided always, that the Company shall not supply water for other than domestic purposes, if the same shall in any way interfere with or unduly diminish the supply of water for domestic purposes as by this Act authorized.

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Regulation for supply of water.

36. The Company shall not be obliged to supply any water unless the pipes and cocks and other apparatus necessary for the supply are constructed of such strength, material, and size, and on such principle, as are required or approved by the Company, and are used so as to prevent the waste or undue consumption of the water of the Company, and the return of foul air and other noisome or impure matter into the pipes belonging to or connected with the mains or pipes of the Company.

Penalty for using water for other than domestic purposes.

37. Every person using for other than domestic purposes any water of the Company without having previously agreed with them for a supply of water for other than domestic purposes, or any person using for any purpose other than the purposes so agreed on any water so supplied by the Company, shall for every such offence forfeit and pay to the Company any sum not exceeding five pounds.

Incoming tenant not to be liable to pay arrears of water rates.

38. In case any consumer of the water of the Company shall leave the premises where such water has been supplied without paying to the Company the rate due from him, the Company shall not be entitled to require from the next tenant of such premises the payment of arrears left unpaid by the former tenant, unless such incoming tenant shall have agreed with the former tenant to pay or exonerate him from the payment of such arrears.

Undisputed rates may be recovered by distress.

39. All rates and sums due to the Company, and all damages, costs, and expenses by this Act directed to be paid, and the amount whereof respectively is not disputed, may be levied by distress after the defaulter has been duly summoned, and any justice on application by the Company may and shall issue his warrant accordingly.

Costs of distress.

40. Any justice who issues any such warrant of distress may order that the costs of the proceedings for the recovery of the rate or sum shall be paid by the person liable to pay the rate or sum, and the costs shall be ascertained by the justice, and shall be included in the warrant of distress for the recovery of the rate or sum.

Several names in one warrant.

41. Any number of names and sums may be included in any warrant of distress or notice obtained or given by the Company for any of the purposes of this Act, and may be stated either in the body of the warrant or notice or in a schedule thereto.

Liability to rates not to disqualify justices.

42. No justice or judge of any county court shall be disqualified for acting in the execution of this Act by reason of his being liable to any rate or sum under this Act, or by reason of his being a shareholder in the Company.

Penalties not cumulative.

43. Penalties imposed on the Company by several Acts for one and the same offence shall not be cumulative, and for this purpose

this Act and each of the several Acts incorporated therewith shall be deemed a separate Act.

Saving rights of lords of manors.

44. Except as is by this Act specially authorized, nothing herein contained shall take away, lessen, prejudice, or affect, or authorize the Company in any way to interfere with, any of the estates, rights, interests, powers, or privileges of the lords of the manor of Westcott, or the lord of any other manor within the limits of this Act, without or otherwise than in accordance with their respective previous consent in writing.

Expenses of Act.

45. All the costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act shall be paid by the Company.

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SCHEDULE referred to in the foregoing Act.

AGREEMENT entered into the fourth day of May one thousand eight hundred and sixty-nine, between HENRY SAMUEL FREEMAN, WILLIAM JOSEPH SHEARBURN, ROBERT WOOD, and EDWARD BUTCHER, all of Dorking in the county of Surrey, of the first part, the Reverend CHARLES PARKER, of Bodiam in the county of Sussex, clerk, and EDGAR ALFRED BOWRING, of Westbourne Terrace, Hyde Park, in the county of Middlesex, Esquire, C.B. and M.P., of the second part, and GEORGE CUBITT, of Denbies, near Dorking, Surrey, Esquire, M.P., of the third part.

WHEREAS the parties hereto of the first part (herein-after called "the promoters") are the promoters of a Bill now before Parliament for better supplying with water the parish of Dorking in the county of Surrey: And whereas the said Charles Parker and Edgar Alfred Bowring are the trustees of the estates settled in strict settlement by the will of Thomas Cubitt, Esquire, deceased (the late father of the said George Cubitt), and part of such estates consist of the estate called Denbies, situate in the parish of Dorking and other adjoining parishes in the county of Surrey, and the said George Cubitt is tenant for life of the estates so settled as aforesaid: And whereas the said trustees have power under the said will to sell the said settled estates, or parts thereof, with the consent of the tenant for life for the time being: And whereas it is part of the scheme of the promoters to form a well, with a reservoir or tank attached thereto, for the purpose of collecting and accumulating spring water, which is to be conveyed by an underground pipe to an engine house, where the same will be forced by steam power to a high-level reservoir, from which it will descend through pipes for the service of the town and neighbourhood of Dorking aforesaid, and also, if required, to fix a line of rods between the engine house and the said last-mentioned well and reservoir, and the proposed first-mentioned well and reservoir and engine house, with the intermediate underground pipe and rods (if any), are intended to be formed, constructed, and laid upon and under certain lands forming part of the Denbies estate, and the promoters and the said parties hereto of the second and third parts have agreed upon terms and conditions in relation to the formation and user of the said waterworks, and other matters connected with the same, which are herein-after set forth: Now, therefore, the promoters, for themselves, their heirs, executors, and administrators, hereby agree with the said Charles Parker and Edgar Alfred Bowring, and their successors in title (all of whom are included under the term "the trustees," herein made use of), and also as a separate and distinct contract with the said George Cubitt, and his successors in title (all of whom are included under the term "the tenant for life," herein made use of), as follows, namely:

In case the said Bill shall pass into a law and the works to be authorized thereby shall be executed, the reservoir or collecting tank shall be formed on

some portion of the piece of land containing one acre one rood shown in the plan hereunto annexed, and therein coloured red, and forming part of fields marked C 14 and F 5 in such plan, but the persons exercising the powers conferred by the Act to be passed as aforesaid, and who are herein-after called "the Company," shall not be entitled to take more than half an acre altogether for the purpose of such reservoir, including the belt which is to surround the same, as herein-after mentioned, and the pipe and rods (if any) to be laid between the reservoir and the engine house shall be laid in the general direction shown in the said plan, and shall be at least four feet below the surface of the land, reckoning from such surface to the top of the pipe or rods.

The engine house shall be erected on the site shown in the said plan and marked A, near to the millpond there, and the Company shall not be entitled to take more than half an acre altogether for the site of such engine house, and the buildings, yard, and appurtenances thereto, including the access or roadway from such engine house to the public highway leading to the railway station, as shown in the said plan.

The engine house and all the buildings connected therewith shall be built ornamentally and according to drawings to be previously approved of in writing by the tenant for life and the said trustees, and the shaft or smoke flue shall not exceed in height thirty feet from the level of the ground, and the elevation or external appearance of the buildings shall not after their erection be altered without such approval as aforesaid. The engine house and the buildings and appurtenances thereto shall not any time hereafter be used for any purpose other than an engine house in connexion with the waterworks, without such approval as aforesaid. In using, heating, or exercising any engine, machinery, apparatus, furnace, or fireplace which may be set up in or upon the said engine house or any buildings connected therewith, arrangements or contrivances shall at all times be made and adopted, either by using fuel which does not produce smoke, or by using smoke-consuming apparatus, the effect of which shall be that no greater quantity of smoke shall proceed or be emitted from the said engine house or buildings, or any chimney shaft connected therewith, than the quantity which would ordinarily issue from the kitchen chimney of a private dwelling house of the cubical dimensions of the said engine house. And for every breach of this provision the Company shall pay to the trustees the sum of forty shillings as and by way of liquidated and ascertained damages for each day on which any breach shall occur, to be recovered by distress on the said engine house and premises, in the same manner as rent in arrear, or by action against the Company, as may be thought fit. The ground on which the said engine house and other buildings shall be erected shall always be enclosed with a brick wall six feet in height, built ornamentally with piers, and properly coped with stone to the satisfaction of the surveyor for the time being of the tenant for life, and shall at all times be kept in good repair and condition. The reservoir shall at all times be enclosed with a belt ten feet wide, properly planted with forest trees, and shall be enclosed externally with an appropriate post and rail fence, and the trees in such belt shall from time to time be renewed, and the fence thereof kept in proper repair by the Company, so as at all times to be in a neat, dressed, and ornamental condition.

And it is hereby mutually agreed between the parties hereto as follows, viz.:

The sites of the said reservoirs and engine house, and the right of laying and maintaining the said pipe and rods (if any) as before mentioned, and a

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right for the said Company at all times to do all necessary and proper acts for the purpose of keeping the said pipe and rods in proper order and condition, and of renewing the same when necessary (the said Company in exercising this right doing no greater damage than may be absolutely necessary, and restoring the surface of the ground with all reasonable despatch, and making due compensation for all damage done to crops or otherwise), and also a right of way for the said Company and their servants and agents to and from the said reservoir from and to the nearest public highway from time to time on all needful occasions, for the purpose of cleansing and repairing the reservoir, and planting, repairing, and keeping in good order the belt and fence surrounding the same (they doing no more damage in passing and repassing to and from the said reservoir than may be absolutely necessary, and making full compensation for all such damage), shall be granted by the said trustees to the Company for the term of five hundred years, computed from the 1st day of January 1869, at a peppercorn rent, in case the said trustees shall elect to accept a sum in gross for purchase money and compensation, or at such yearly pecuniary rent as shall be settled and determined in the manner herein-after mentioned in case the said trustees shall elect to have such purchase money and compensation commuted into a rent, which last-mentioned rent shall be payable quarterly, free from any deduction whatever, except landlords property tax payable in respect thereof; the deed making such demise, and a counterpart thereof, shall be prepared by the solicitor of the said trustees, and shall contain a proper reservation of rent and a proper covenant on the part of the Company, their successors and assigns, for payment of the same, and also proper covenants and provisions necessary for carrying into effect the intentions of the parties hereto, as signified by these presents, and also a proviso for re-entry on nonpayment of rent or nonperformance of covenants, the form of such lease (in case the parties thereto differ about the same) to be settled and determined by some barrister-at-law to be nominated by Her Majesty's Attorney General for the time being.

The compensation to be paid by the said Company shall be settled and determined by some one person to be agreed upon by and between the said trustees and the tenant for life, and the said Company, in case all parties can agree on such one person, but if they cannot so agree, then such compensation shall be settled by two arbitrators, one to be chosen by the said trustees and the tenant for life, and the other by the said Company, or by an umpire to be chosen by the said arbitrators to decide between them in case they differ. The Company shall not be entitled to possession of the land which they may require until they have paid all purchase and compensation monies, unless the same shall be commuted to rent as herein-after mentioned. The award of the referee, arbitrators, or umpire may be made a rule of any of Her Majesty's courts at Westminster.

In settling the amount of such compensation as aforesaid, the referee, arbitrators, or umpire shall take into consideration and allow for, not only the value of the land taken by the Company, and the value of the easement or right to lay the pipe and rods from the reservoir to the engine house, and other easements and rights to be granted to the Company, and the damage and inconvenience resulting to the owners for the time being of the Denbies estate in the use and exercise of such easements and rights, but he or they shall also award an additional sum by way of equivalent or purchase money for the water to be

collected in the said reservoir from the springs under other portions of the said estate, and also for all damage and inconvenience to be sustained by the tenant for life during the progress of the work, and for the use of a temporary way to the said reservoir during the construction thereof (the site of such last-mentioned temporary way to be settled and determined by the tenant for life), and such compensation shall in the first instance be settled and ascertained as a sum in gross, and shall then be commuted by the referee, arbitrators, or umpire into an annual payment by way of rent, it being, however, agreed that the said trustees shall have the option of requiring payment of the said gross sum instead of accepting a commutation by way of rent, in which case the demise to the Company shall be at a peppercorn rent only.

The Company do not propose to, and it is hereby agreed and declared that they shall not, take any water from the pond called "Mount's Pond," or the streamlets shown respectively in the said plan and therein marked B and C, or in any way lessen or interfere with the supply of water in such pond or streamlets or the supply of water to the millpond shown in the said plan, or to any mill supplied or partially supplied from or by the said ponds or streamlets, the intention of the Company being to obtain their supply of water from deep springs only, and therefore the compensation before referred to shall be deemed to be independent of and to have no reference to any damage which may be sustained by reason of any diminution of water in the said ponds or streamlets which may unexpectedly result from the operations of the Company. It is therefore declared and agreed, that if at any time hereafter there shall be reasonable grounds for supposing that the works of the Company have been the cause of any permanent diminution of the supply of water to the said ponds or streamlets by interference with or abstraction of part of the springs now forming the sources of the supply of water to such ponds, streamlets, or part of such sources or otherwise, then the Company shall be bound to make full compensation to the said trustees for all loss, damage, or injury resulting from such diminished supply of water, without reference to the compensation which may have originally been paid by the said Company to the said trustees for the said land and easements and water springs.

The compensation to be paid by the Company to the said trustees for the said land, springs, or easements shall not be deemed to cover or include any right to compensation which any tenant or lessee under the said trustees, or the tenant for life of any lands, mills, or other hereditaments, may have against the said Company for or in respect of injury sustained by such tenants or lessees.

All costs, charges, and expenses of and incidental to the preparation of these presents and a duplicate thereof, and of and attending or incidental to the reference or arbitration for the purpose of ascertaining the amount of purchase or compensation monies, and of the deduction and investigation of title, and the demise to the Company and a counterpart thereof, and of any re-investment of any purchase or compensation money by the said trustees, shall be borne and paid by the Company, it being the intention of the parties hereto that the said trustees shall receive the amount of purchase and compensation money clear of all costs, expenses, and deductions whatsoever; and if the Bill of the said promoters shall not be passed in the present session of Parliament the promoters shall pay all costs, charges, and expenses which have been incurred by the said

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trustees or the said George Cubitt up to the time of its being thrown out or abandoned.

This agreement shall be incorporated with or be ratified by the Act incorporating the said Company.

Lastly. Within three calendar months next after the Bill authorizing the formation of the Company shall have received the Royal assent an agreement similar in all respects to these presents shall be sealed by the seal of the Company and handed to the said trustees, in lieu of and as a substitute for these presents, and thereupon all personal liability of the promoters parties to these presents shall cease, and these presents shall be cancelled. In witness whereof the said parties have hereunto set their hands.

George Cubitt.
Edgar A. Bowring.

LONDON : Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1869.