CHAPTER xlv.

An Act for extending the limits of supply of the South Essex Waterworks Company and for authorising that Company to construct further works and to raise further money and for other purposes. [19th June 1882.] A.D. 1882.

WHEREAS by the South Essex Waterworks Act 1861 (herein called "the Act of 1861") the South Essex Waterworks Company (herein called "the Company") were incorporated and were authorised to make and maintain waterworks and to supply water in divers places in the county of Essex. 24 & 25 Vict. c. cxxxvii.

And whereas it is expedient that the limits of the Company's Act should be extended so as to include the several places in that behalf mentioned in this Act and that the Company should be authorised to make and maintain the additional works in this Act described and to raise further money and that the powers of the Company should be extended:

And whereas plans and sections of the works by this Act authorised showing the lines and levels thereof and books of reference to the plans containing the names of the owners or reputed owners lessees or reputed lessees and of the occupiers of the lands to be taken under the powers of this Act were duly deposited with the clerk of the peace for the county of Essex and are in this Act referred to as the deposited plans sections and books of reference:

And whereas the objects of this Act 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:—

1. This Act may be cited for all purposes as the South Essex Waterworks Act 1882. Short title.

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Incorporation of general Acts. 8 & 9 Vict. c. 16.

2. The provisions of the Companies Clauses Consolidation Act 1845 with respect to—

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 nonpayment 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 borrowed money into capital;

The consolidation of the shares into stock;

The general meetings of the Company and the exercise of the right of voting by the shareholders;

The making of dividends;

The giving of notices; and

The provision to be made for affording access to the Special Act by all parties interested;

and Part I. (relating to cancellation and surrender of shares) and Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 the Lands Clauses Consolidation Acts 1845 1860 and 1869 the Waterworks Clauses Acts 1847 and 1863 and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof are (except where expressly varied by this Act) incorporated with and form part of this Act The provisions herewith incorporated of the last-mentioned Act shall apply but shall apply only to the reservoir by this Act authorised and in construing those provisions for the purposes of this Act the expressions "the railway" and "the centre of the railway" shall respectively mean the said reservoir and the boundaries thereof.

26 & 27 Vict. c. 118. 8 & 9 Vict. c. 18. 23 & 24 Vict. c. 106. 32 & 33 Vict. c. 18. 10 & 11 Vict. c. 17. 26 & 27 Vict. c. 93. 8 & 9 Vict. c. 20.

Extension of limits.

3. From and after the passing of this Act the limits of the Company's Acts for the supply of water shall extend to and include the several parishes and townships following (that is to say) Upminster Chadwell West Tilbury East Tilbury Mucking Stanford-le-Hope Corringham Orsett Bulphan and Horndon-on-the-Hill all in the county of Essex and the Act of 1861 shall (subject to the provisions of this Act) be in force within the said parishes and townships in the same manner as within the existing limits of the Company.

Power for Company to make works shown on deposited plans and sections.

4. Subject to the provisions of this Act the Company may maintain or as the case may be may make and maintain in the situation and according to the lines and levels shown upon the deposited plans and sections the several works shown on those plans and

sections and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose The works hereinbefore referred to and authorised by this Act will be wholly situate in the parish of Dagenham and county of Essex and are as follows:

A reservoir situate in a piece of land which forms part of Fox Burrows Farm adjoining and on the north-east side of the public road from Romford to Chigwell Row.

A line of main pipe commencing in and out of the said reservoir and terminating by a junction with the Company's existing mains in the high road from Great Ilford to Romford.

Power to make incidental works.

5. The Company may in connexion with such works from time to time make and maintain within their limits of supply all necessary and convenient approaches embankments roads ways tunnels adits wells tanks filtering beds dams sluices gauges outfalls channels conduits drains pipes engines works and conveniences for obtaining collecting filtering treating storing and distributing water.

Lateral and vertical deviations.

6. Subject to the other provisions of this Act in executing the works shown on the deposited plans the Company may deviate laterally from the lines thereof to any extent within the limits of deviation shown thereon and where in any street or road no limits are shown the boundary of such street or road shall be deemed to be the limits and vertically from the levels thereof shown on the deposited sections to any extent not exceeding five feet upwards or downwards Provided always that the Company shall not so deviate from the line of the reservoir shown on the deposited plans as that any embankment or wall of the said reservoir shall be of a greater height above the general surface of the ground than that shown on the deposited sections and three feet in addition.

Power to grant easements, &c.

7. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and this Act grant or demise and may by way of exchange convey to the Company any lands or any easement or right (not being an easement or right of water) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants demises and conveyances and to such lands easements and rights as aforesaid respectively.

Powers for compulsory purchase limited.

8. 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 three years from the passing of this Act.

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Power to purchase additional lands.

9. The Company may from time to time for the purposes of their undertaking purchase by agreement in addition to the lands they are authorised to take by compulsion any lands not exceeding in the whole ten acres Provided always that the Company shall not erect or authorise or permit the erection on any of such lands whilst held by them of any buildings other than buildings necessary for or connected with their undertaking.

Period for completion of works.

10. The works shown on the deposited plans and by this Act authorised shall be completed within five years after the passing of this Act and on the expiration of that period the powers by this Act granted to the Company for making the respective works or otherwise in relation thereto shall cease to be exercised except as to so much of the respective works as is then completed but without prejudice to the exercise by the Company of any powers for or in respect of the execution or completion of such works as the Company may be otherwise authorised to execute.

Application of funds.

11. The Company may apply for the purposes of this Act any money which they have raised or are authorised to raise under the Act of 1861 and not thereby made applicable for any particular purpose or if so made applicable not required for that purpose.

Power for Company to raise further capital.

12. The Company from time to time may (subject to the provisions of Part II. of the Companies Clauses Act 1863) raise any additional capital not exceeding in the whole one hundred and fifty 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 those modes respectively but the Company shall not issue any share of less nominal value than ten pounds nor shall any share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Incidents of new shares or stock.

13. 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 of the same class or description and the new shares or stock were shares or stock in that capital The capital in new shares or stock so created shall form part of the capital of the Company.

Dividends on new shares or stock.

14. Every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend 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.

Restriction as to votes in respect of preferential shares or stock.

15. Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new shares or stock to which a preferential dividend shall be assigned.

New shares or stock raised under this Act and the Act of 1861 may be of same class.

16. Subject to the provisions of the Act of 1861 and of this Act the Company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by the said Act of 1861 and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Power to borrow.

17. The Company may in respect of the additional capital of one hundred and fifty thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage any further sum not exceeding in the whole thirty-seven thousand five hundred pounds and of that sum they may borrow not exceeding two thousand five hundred pounds in respect of each ten thousand pounds of their said additional capital but no part of any such sum of two thousand five hundred pounds shall be borrowed until shares for so much of the ten thousand pounds of additional capital in respect of which it is to be borrowed as is to be raised by means of shares are issued and accepted and one half of such portion of capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of capital have been issued and accepted and that one half of such portion of capital has been paid up and that not less than one fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of such portion of the additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also if the said portion of capital is raised by shares that such persons or corporations or their executors administrators successors or 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

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certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

As to conversion of borrowed money into capital.

18. The Company shall not have power to raise the money by this Act authorised to be borrowed on mortgage or any part thereof by the creation of shares or stock instead of borrowing or to convert into capital the amount borrowed under the provisions of this Act unless in either case all dividends upon such shares or stock whether ordinary or preferential are limited to a rate not exceeding five pounds per centum per annum.

Rates of dividend on new shares or stock.

19. The prescribed rate of dividend on any new ordinary shares or stock created under the powers of this Act shall not exceed seven pounds per centum per annum and the prescribed rate of dividend on any new preference shares or stock created under the powers of this Act shall not exceed six pounds per centum per annum on the amounts actually paid up in each case.

Dividends on different classes of stock or shares to be paid proportionately.

20. In case in any half-year the net revenues of the Company applicable to dividend shall be insufficient to pay the full amount of the maximum rate of dividend to which each class of ordinary stock or shares in the capital of the Company is entitled a proportionate deduction shall be made in the dividend of each class.

Repealing provisions of former Act as to receiver.

21. The provisions of section 7 of the Act of 1861 (arrears may be enforced by appointment of a receiver) is hereby repealed but without prejudice to any appointment heretofore made or proceedings now pending.

For appointment of a receiver.

22. 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 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 ten thousand pounds in the whole.

Debenture stock.

23. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Existing mortgages to have priority.

24. All mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance

of such mortgages have priority over any mortgages granted or debenture stock created by virtue of this Act. A.D. 1882.

As to priority of mortgages and debenture stock.

25. All money to be raised by the Company on mortgage or debenture stock 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 the Lands Clauses Consolidation Act 1845 or the Lands Clauses Consolidation Acts Amendment Act 1860 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 Act relating to the Company which is entitled to rank in priority to or pari passu with the interest or dividend on their mortgages or debenture stock nor shall anything herein-before contained affect any claim for land taken used or occupied by the Company for the purposes of their works or injuriously affected by the construction thereof or by the exercise of any powers conferred on the Company.

Application of moneys raised under this Act.

26. All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied for purposes only of this Act or of the recited Act relating to the Company.

Supply of water in bulk.

27. Subject to the provisions of this Act the Company may from time to time enter into and carry into effect such contracts and agreements with any corporation urban or rural sanitary authority or other local authority and any railway company and any other companies bodies or persons with respect to the supply of water in bulk or otherwise within or adjoining their limits of supply as the Company think fit and every such contract and arrangement may be for such period on such terms pecuniary or otherwise and conditions as the Company think fit and the Company may by agreement vary suspend or rescind any such contracts or agreements and make others in lieu thereof.

Rates for water supplied at a high level.

28. The Company shall in addition to the water rates authorised by the Act of 1861 be entitled to charge and receive in respect of water supplied and delivered by the Company at a higher level than one hundred and seventy-five feet above Ordnance datum level two fifths of the amount of such rates.

Recovery of rates.

29. All future arrears of water rates shall be recoverable by the Company in like manner as the damages not specially provided for by the Act of 1861 may be recovered.

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Domestic supply not to be interfered with.

30. Notwithstanding anything in this Act contained the Company shall not supply to any corporation body or person water in bulk or otherwise for use or consumption within the district or limits of supply of any other water company already incorporated by Act of Parliament without the consent in writing of such other Company and then only upon such terms as shall be in such consent expressed neither shall the Company afford any such supply within or beyond their limits if and so long as in either case the affording such supply would prevent the Company from giving a full and efficient supply for domestic purposes within their limits.

Confirming agreement in schedule and saving rights of the Crown.

31. The articles of agreement dated the second day of May one thousand eight hundred and eighty-two and made between the Queen's most Excellent Majesty of the first part the Honourable Charles Alexander Gore of the second part and the Company of the third part contained in the schedule to this Act are hereby confirmed and except as provided in such articles of agreement nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any lands or hereditaments or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of her Crown and under the management of the Commissioners of Her Majesty's Woods Forests and Land Revenues or either of them neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty her heirs or successors.

Expenses of Act.

32. All costs charges and expenses of and incident to the preparing and applying for and the obtaining and passing of this Act shall be paid by the Company out of their capital.

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The SCHEDULE referred to in the foregoing Act.

Articles of Agreement made the 2nd day of May 1882 between the Queen's most Excellent Majesty of the first part the Honourable Charles Alexander Gore the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the land revenues of the Crown in the county of Essex of the second part and the South Essex Waterworks Company incorporated by the South Essex Waterworks Act 1861 and herein-after called "the Company" of the third part.

Whereas the Company have applied to Parliament for an Act under the short title of the South Essex Waterworks Act 1882 to (amongst other things) enable them to make and maintain certain works in the parish of Dagenham in the county of Essex consisting of a reservoir situate in a piece of land which forms part of Fox Burrow Farm adjoining and on the north-east side of the public road from Romford to Chigwell Row and a line of main pipe commencing in and out of the said reservoir and terminating by a junction with the Company's existing mains in the high road from Great Ilford to Romford as shown upon certain plans and sections deposited with the clerk of the peace for the said county of Essex and to enter upon take and use such of the lands delineated on the said plans and described in the books of reference also deposited with the said clerk of the peace as may be required for that purpose And also in connexion with such works from time to time to make and maintain within their limits of supply all necessary and convenient approaches embankments roads ways tunnels adits wells tanks filtering beds dams sluices gauges outfalls channels conduits drains pipes engines works and conveniences for obtaining collecting filtering treating storing and distributing water And whereas the land upon which the Company propose to construct the said reservoir belongs to Her Majesty in right of her Crown and is now in the occupation of John Alison under a lease dated the 17th day of June 1861 and is delineated and coloured red on the plan annexed hereto And whereas part of the lands through or under which the Company propose to construct and lay the said line of main pipe also belongs to Her Majesty in right of her Crown and is now in the occupation of Joseph William Kemsley under a lease dated the 19th July 1881 and is delineated and coloured blue on the said plan annexed hereto Now these presents witness that the said Charles Alexander Gore as such Commissioner as aforesaid doth hereby on behalf of Her Majesty covenant with the Company and the Company do hereby for themselves their successors and assigns covenant with the Queen's Majesty her heirs and successors in manner following that is to say

1. This agreement shall not (except as to the 16th clause hereof) have any force or validity unless the said Act applied for as aforesaid with such alterations as may be sanctioned by Parliament shall become an Act of Parliament in the present session and shall empower the Company to make and maintain

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the works herein-before mentioned in which case subject to the 19th clause hereof this agreement is to be binding.

2. In the event of such Act as aforesaid being passed and empowering the Company to make and maintain the said works the Company shall not enter upon or interfere with any land belonging to Her Majesty unless or until a consent in writing for that purpose is given by the said Charles Alexander Gore or other the Commissioner or Commissioners of Her Majesty's Woods Forests and Land Revenues for the time being in charge of such land (who are herein-after referred to as "the said Commissioner or Commissioners")

3. The Company before entering upon or taking possession of any land belonging to Her Majesty shall pay to the said Commissioner or Commissioners by way of compensation the sums following that is to say for the interest of Her Majesty in all such parts of the said land coloured red on the said plan as may be required for the said reservoir and the works in connexion therewith the sum of 200*l.* per acre and so in proportion for any less quantity than an acre and for the right to construct lay and maintain the said line of main pipe between the points marked A and B on the said plan through or under the said land coloured blue thereon the sum of 25*l.*

4. The Company shall not in any manner damage or obstruct the drains or watercourses in or through nor interfere in any manner with the water supply to the lands belonging to Her Majesty adjoining or near to the site of the said proposed reservoir or the said line of main pipe and in case any works of the Company shall in any manner affect such drains or watercourses or the general drainage of the Crown lands in the vicinity or the water supply thereto the Company shall forthwith construct proper and sufficient culverts drains and other works of such sizes at such depths and generally of such a nature as the said Commissioner or Commissioners may deem necessary for the maintenance of the proper drainage and water supply of the Crown lands and as he or they may by notice in writing under his or their hand or hands require the Company to construct which notice may be left at the office of the secretary for the time being of the Company and Her Majesty her heirs and successors and the said Commissioner or Commissioners shall have full power at all times hereafter to construct and maintain drains or watercourses under over or by the side of the said main pipe between the points marked A and B on the said plan and to make form set up and maintain roads fences or walls upon over and across the said main pipe between the points aforesaid or any part thereof Provided always that any works so to be executed by the Commissioner or Commissioners shall not displace or disturb or in any wise damage the said main pipe or contaminate or pollute the water flowing therein or prevent the Company from examining renewing or repairing such main pipe from time to time in accordance with the provisions of this agreement.

5. The Company shall immediately after receiving possession of so much of the land coloured red on the said plan as may be required for the said reservoir and before commencing the construction of the said reservoir or of any other works thereon fence in the same with a good and sufficient fence to the satisfaction of the said Commissioner or Commissioners and at all times thereafter maintain the same to the like satisfaction in good and substantial repair and condition.

6. The Company shall only take so much of the said land coloured red on the said plan as shall be actually required for the said reservoir and the works

in connexion therewith which works may include a cottage residence for an officer or servant of the Company to be erected in such position and according to such plans scale and elevations as shall have been approved by the said Commissioner or Commissioners in writing before the erection thereof is commenced and shall not at any time erect or set up any other building or erection whatsoever upon any part of the land so taken by them without the consent in writing of the said Commissioner or Commissioners but shall use the same for the proposed reservoir only and the works (including the said cottage but not any other buildings or erections) in connexion therewith and the Company shall leave the surface when completed of the banks of the said reservoir and of so much of the said reservoir as may be covered in properly grassed over and thereafter maintain the same in neat and good order and condition to the satisfaction of the said Commissioner or Commissioners and to the like satisfaction plant rear and maintain and from time to time if necessary renew such trees and shrubs round the said reservoir as the said Commissioner or Commissioners may require.

7. In laying down and from time to time in re-opening the land for the purpose of examining or repairing (if it should be necessary so to do) the said main pipe between the said points marked A and B the Company shall lay aside the top soil of the land to a depth of 9 inches and when and so soon as the said main pipe shall have been laid or as the case may be repaired shall replace such top soil and leave the surface of the land on a level with the surface of the adjoining land and in the like state and condition (as nearly as possible) as the same was in immediately before the removal of such top soil.

8. The said main pipe shall be laid between the said points A and B at such a depth as not to interfere with the ploughing or cultivation of the land or otherwise and the upper surface of the socket of the said main pipe shall not in any place between the points aforesaid be less than two feet below the surface of the land and when laid neither the level of the said pipe nor the dimensions or position thereof shall at any time be altered without the previous consent in writing of the said Commissioner or Commissioners And Her Majesty her heirs and successors and the said Commissioner or Commissioners and her his or their lessees or tenants for the time being shall have and be entitled to the free use and enjoyment of the surface of the land under which the said main pipe shall be laid for all agricultural purposes it being expressly agreed that the Company shall only be entitled to an easement of the right to make and thereafter maintain the said main pipe through or under the said land between the said points marked A and B.

9. The Company and their servants agents and workmen for the purpose of constructing examining maintaining and repairing their said works shall only enter upon and shall only use such means of access roads or ways to and from the same works over such lands belonging to Her Majesty as shall be from time to time set out and appointed by or on behalf of Her Majesty her heirs or successors or the said Commissioner or Commissioners.

10. The Company shall from time to time execute and do to the satisfaction of the said Commissioner or Commissioners all such works matters and things as he or they may require for the purpose of making good all damage or injury that may be caused to the fences or roads upon lands belonging to Her Majesty or otherwise to Her Majesty her heirs or successors and her or their lessees or

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tenants or any of them by reason or in consequence of any of the works of the Company or of the maintenance and repair thereof.

11. The Company shall from time to time make fair and reasonable compensation to the lessees and tenants for the time being of Her Majesty of the said lands coloured red and blue respectively on the said plan for all injury loss or damage they or any or either of them may sustain by reason of the taking using or interfering with such lands by the Company or otherwise by reason of the works of the Company or the maintenance and repair thereof but a fair abatement shall be made by Her Majesty in the rent payable by the said John Alison the amount of which abatement and the time for which the same shall commence shall be fixed by the receiver of Crown rents for the said county of Essex.

12. Notwithstanding this agreement or the conveyance and grant to be made as herein-after provided or anything herein or which may be therein contained the right of Her Majesty her heirs and successors to sink wells and to take water from any part of the property belonging to Her adjoining or near to the proposed reservoir and to execute all such works as the said Commissioner or Commissioners may think necessary for that purpose shall remain unimpaired and Her Majesty her heirs and successors shall not nor shall any of them be under any liability whatsoever for or by reason or on account of the failure in the water supply obtained from the land taken by the Company from whatever cause such failure shall arise.

13. Upon the completion of the said reservoir and main pipe and of the several works to be executed by the Company pursuant to these presents and upon payment of all moneys payable under these presents by the Company a conveyance and grant shall be made to the Company by the said Commissioner or Commissioners of so much of the land coloured red on the said plan as shall have been taken in pursuance of this agreement and of the right to make and for ever maintain the said main pipe between the points marked A and B through or under the said land coloured blue on the said plan subject nevertheless to all then existing leases or tenancies affecting the said lands respectively or any part thereof and such conveyance and grant shall be prepared in duplicate in the office of the said Commissioner or Commissioners and shall contain such powers covenants by the Company and provisions as the said Commissioner or Commissioners shall think necessary to secure the performance of and to give effect to such of the stipulations powers and provisions hereinbefore contained as may not then have been fully performed or executed and such other clauses and covenants as are usually inserted in conveyances or grants of a similar nature made by the Crown and shall in addition contain a covenant by the Company from time to time to furnish and provide the tenants and occupiers of the property belonging to Her Majesty in the vicinity of the said reservoir and main pipe or either of them with a supply of water to the same extent and on the same terms and conditions as they supply other persons within their district and any dispute or difference which may arise as to such terms and conditions shall be settled by the award of two arbitrators one of whom shall be appointed by Her Majesty her heirs or successors or by the said Commissioner or Commissioners and the other by the Company or in the event of their disagreement of an umpire to be appointed by such two arbitrators and the costs of such arbitration shall be in the discretion of the arbitrators or

umpire and shall also contain a provision that in the event of the land taken for the purpose of the said reservoir at any time thereafter ceasing to be required for such purpose the Company shall remove all buildings and erections (if any) therefrom and shall fill up level and restore such land to its original state and Her Majesty her heirs and successors shall have the option of re-purchasing the same at a price if not agreed upon to be fixed by the award of two arbitrators or an umpire (to be appointed in manner herein-before mentioned) but not exceeding in any event the price hereby agreed to be paid by the Company for the same and that if the said main pipe between the said points marked A and B shall at any time thereafter be no longer required by the said Company or shall cease to be used for a space of twelve months at any one time then the grant of the right to make and maintain the same shall become void and the Company shall take up and remove the said pipe and level and restore the land through or under which the same shall be laid to its original condition.

14. The Company shall in respect of the land to be conveyed to them as aforesaid bear and pay a fair and reasonable proportion of the rentcharge in lieu of tithes to which such land in common with other land belonging to Her Majesty is subject and shall forthwith after the conveyance is completed procure at their own expense such rentcharge to be legally apportioned between the land conveyed to them and the other land subject thereto.

15. The Company shall not require any title to be shown to the lands coloured red and blue respectively on the said plan or any part thereof.

16. All costs charges and expenses which have been or which may be incurred by Her Majesty her heirs or successors or the said Commissioner or Commissioners including the charges of any engineer or surveyor employed by Her him or them in relation to any of the matters herein-before mentioned or in any manner relating to the works of the Company or consequent upon the application for and the passing of the said Act and also the official charges for this agreement and the said conveyance and grant shall be paid by the Company.

17. The said Commissioner or Commissioners may continue to exercise their leasing powers over the lands coloured red and blue on the said plan until the compensation herein agreed to be paid shall have been actually paid by the Company for any term or interest not exceeding from the creation thereof a tenancy from year to year or such greater term or interest as shall be subsisting in such lands respectively at the time of the passing of the said Act.

18. The Company shall have no power to take any of the land coloured red on the said plan or to use or interfere with such land or with that coloured blue on the said plan after the expiration of the period prescribed in the said Act for the completion of the works thereby authorised.

19. This agreement shall be subject so far as regards the engagements entered into by the said Charles Alexander Gore to the approval of the Lords Commissioners of Her Majesty's Treasury.

20. And the said Charles Alexander Gore doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the keeper of the said records and enrolments.

A.D. 1882. In witness whereof the said Charles Alexander Gore has hereunto set his hand and seal and the said Company have caused their common seal to be hereunto affixed the day and year first above written.

CHARLES A. GORE. Seal.

Signed sealed and delivered by the within-named Charles Alexander Gore in the presence of

J. F. Redgrave,
Office of Woods, &c., London.

A. H. SMEE
JAS. C. AMOS } Directors.

Seal of South Essex Water Company.

The common seal of the South Essex Waterworks Company was hereunto affixed in pursuance of a resolution of the Board of Directors in the presence of

Chas. Jas. Fox,
Secretary.

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