

ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

Cap. cciv.

An Act for a better Water Supply to *Tunbridge Wells* and Places near thereto; and for other Purposes. [5th *July* 1865.]

WHEREAS by an Act (Local) of the Session of the 5th and 6th Years of *William* IV. Chap. 72., intituled *An Act for paving, lighting, watching, cleansing, regulating, and otherwise improving the Town of* Tunbridge Wells *in the Counties of* Kent *and* Sussex, *and for regulating the Supply of Water and establishing a Market within the said Town*, (in this Act called "the Act of 1835,") the Commissioners for improving and regulating the Town of *Tunbridge Wells* (in this Act called "*Tunbridge Wells*") were established for carrying the reciting Act into execution, and Provision was thereby made with respect to the supplying by *Henry*, then and late Earl of *Abergavenny*, his Heirs and Assigns, and *John Ward*, his Heirs and Assigns, or the Owners of the Springs of Water therein referred to, or their respective Lessees, of Water to such of the Inhabitants of *Tunbridge Wells* as should be willing to take the same, and for the making and maintaining of Waterworks for the Purpose: And whereas "The *Tunbridge Wells* Improvement Act, 1846," (in this Act called "the Improvement Act,") was afterwards passed, and (by the First Section thereof) the Act of 1835 was repealed, except all the Powers, Provisions, Matters, and Things therein contained in relation

5 & 6 W. 4. c. lxxii.

9 & 10 Vict. c. cccxlix.

relation to a Market thereby provided for, or in relation to or concerning the Continuation, Construction, Maintenance, or Management of the then present or future Waterworks for the Supply of Water to the Inhabitants of *Tunbridge Wells*, or in relation to or concerning *Henry*, then late Earl of *Abergavenny*, his Heirs or Assigns, and *John Ward*, his Heirs or Assigns, or the Owner or Lessee of the several Springs of Water in the Act of 1835 mentioned: And whereas by the Improvement Act the *Tunbridge Wells* Improvement Commissioners (in this Act called "the Commissioners") were established, and divers Powers were conferred on them, and Provisions made with respect to the paving, lighting, watching, cleansing, regulating, and otherwise improving of *Tunbridge Wells*: And whereas the Commissioners afterwards adopted Section Seventy-seven of "The Local Government Act, 1858:" And whereas by a Provisional Order dated the Seventh Day of *July* One thousand eight hundred and sixty, set forth in the Schedule to and confirmed by "The Local Government Supplemental Act, 1860," (No. 2.) (in this Act called "the Act of 1860"), Parts of the Improvement Act were repealed, and the Constitution of the Commissioners was altered: And whereas by a Provisional Order dated the Eleventh Day of *June* One thousand eight hundred and sixty-four, set forth in the Schedule to and confirmed by "The Local Government Supplemental Act, 1864," (No. 2.) (in this Act called "the Act of 1864"), so much of the Act of 1860 as related to the *Tunbridge Wells* District and Parts of the Improvement Act were repealed: And whereas the Parts of the Improvement Act which were not so repealed comprise "the Preamble "and First Section of the *Tunbridge Wells* Improvement Act, 1846, "relating to the Waterworks as affecting the Earl of *Abergavenny*, and "the Waterworks and Market Rights as affecting *John Ward*, his Heirs "and Assigns:" And whereas by a Provisional Order, also dated the Eleventh Day of *June* One thousand eight hundred and sixty-four, and set forth in the Schedule to and confirmed by the Act of One thousand eight hundred and sixty-four, the Limits of the Improvement Act were extended: And whereas the Commissioners are the Local Board for the District of *Tunbridge Wells*, the Limits whereof are the same as the extended Limits of the Improvement Act: And whereas Parts of *Tunbridge Wells* are supplied with Water by Two Water Companies, the one called "the *Calverley* Waterworks Company (Limited)" (in this Act called "the *Calverley* Company"), established by Memorandum of Association and Articles of Association respectively dated the Twenty-fourth Day of *June* One thousand eight hundred and fifty-eight, and registered as a Limited Company on the Twenty-eighth Day of *July* One thousand eight hundred and fifty-eight, and which Company claim to exercise in *Tunbridge Wells* Rights with respect to Waterworks as Assigns of *John Ward*, and the other called the *Tunbridge Wells* Water Company (in this Act called the

the *Tunbridge Wells* Company), established by Memorandum of Association and Articles of Association, respectively dated the Thirteenth Day of *April* One thousand eight hundred and fifty-nine, and registered on the Sixteenth Day of *April* One thousand eight hundred and fifty-nine, as an incorporated Company, and which Company claim to exercise in *Tunbridge Wells* Rights with respect to Waterworks as Lessees or Assigns of the Earl of *Abergavenny*: And whereas the Population of *Tunbridge Wells* has of late Years greatly increased, and the Supply of Water to the Inhabitants thereof afforded by the Two Water Companies is insufficient: And whereas the Commissioners are desirous and it is expedient that they be authorized to supply Water to *Tunbridge Wells* and Places adjacent thereto, and to make and maintain Waterworks for the Purpose: And whereas it is expedient that Provision be made with respect to the Acquisition by the Commissioners, by way of Purchase, of the Waterworks and Water Rights of the Two Water Companies respectively, and for the winding-up of the Affairs and the Dissolution of the Two Water Companies respectively: And whereas the present Debt of the Commissioners is Three thousand and ten Pounds or thereabouts, which is secured by Mortgage of the Town Improvement and Paving Rates raised under the Authority of the Improvement Act: And whereas it is expedient that the Commissioners be authorized to borrow Monies for the Purposes of this Act: And whereas Plans and Sections of the Works by this Act authorized showing the Lines and Levels thereof, and the Plans showing also the Lands in which the Works are intended to be made, and Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited with the respective Clerks of the Peace for the Counties of *Kent* and *Sussex*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects of this Act 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 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 for all Purposes be cited as "The *Tunbridge Wells* Water Act, 1865."

8 & 9 Vict. c. 18., 10 & 11 Vict. cc. 16. & 17., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 93. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Waterworks Clauses Acts, 1847 and 1863," and the following Provisions of "The Commissioners Clauses Act, 1847," (that is to say,) with respect to the Recovery of Damages not specially provided for, and

and of Penalties, and to the Determination of any other Matter referred to Justices (save so far as any of the Sections or Provisions thereof respectively are expressly excepted or varied by this Act), are incorporated with and are Part of this Act: Provided that the Provisions "with respect to the Amount of Profit to be received by "the Undertakers when the Waterworks are to be carried on for their "Benefit" of "The Waterworks Clauses Act, 1847," are not incorporated with this Act.

Interpretation of "Public Health Acts."

3. In the Construction of this Act the Expression "Public Health Acts" means and includes "The Public Health Act, 1848," and "The Local Government Act, 1858," and the several present and future Acts amending those Two Acts respectively, and which from Time to Time are in force and apply to the Commissioners as the Local Board for the District of *Tunbridge Wells*.

Same Meanings to Words in incorporated Acts as in this Act.

4. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context: Provided that the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act, 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.

Public Health Acts and this Act to have Effect together.

5. Except so far as any of the Provisions of the Public Health Acts are excepted, varied, or otherwise provided for by this Act, and so far as the Provisions of the Public Health Acts are applicable to the Purposes of this Act, the Public Health Acts and this Act shall be read and have Effect together as if the Purposes and Provisions of this Act were Purposes and Provisions of the Public Health Acts.

Limits of Act for Supply of Water, "the Water District."

6. The Limits of this Act for the Supply of Water are the Limits of the present District of the Commissioners with the Addition thereto of such Parts of the several Parishes of *Tunbridge*, *Pembury*, and *Speldhurst* in the County of *Kent*, and the Parish of *Frant* in the Counties of *Kent* and *Sussex*, as are within a Radius of Three Miles drawn from the Centre of the Western Door of the Church of the *Holy Trinity* in *Tunbridge Wells*; and all the Places within the Limits of this Act for the Supply of Water are in this Act referred to as "the Water District."

Plan of the Water District.

7. A Plan in triplicate, on which the Limits of the Water District are shown, and which has been signed by Sir *Matthew White Ridley* Baronet,

Baronet, the Chairman of the Committee of the Honourable the House of Commons, to which the Bill for this Act was referred, and One Part of which has been deposited in the Private Bill Office of that House, shall within One Month after the passing of this Act be deposited as to One other Part thereof with the Clerk of the Peace for the County of *Kent*, and as to the other Part thereof with the Clerk of the Peace for the County of *Sussex*, and the respective Clerk of the Peace shall receive and retain the Part so deposited with him, and permit Inspection and Transcription thereof as a Document within the Act of the First Year of Her present Majesty, Chapter 83.

Act to be executed by Commissioners in accordance with Acts, &c. applying to them as Local Board, &c.

8. This Act shall be carried into execution by the Commissioners acting in pursuance of such of the Powers and Provisions of the Improvement Act, and from Time to Time in force, of the Public Health Acts, and of all other Statutes, whether General or Local, and Laws as from Time to Time apply to the Commissioners as the Local Board for the District of *Tunbridge Wells* or as the Commissioners for executing this Act.

Power for Commissioners to take Lands compulsorily.

9. Subject to the Provisions of this Act and of the Agreements by this Act confirmed, the Commissioners from Time to Time may enter upon, take, and use for the Purposes of this Act such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference as they from Time to Time think fit, or where they think fit they may purchase, in accordance with "The Lands Clauses Acts" incorporated with this Act or One of them, any Easement or Right in, over, or affecting any of those Lands without taking the Lands or any other Estate or Interest therein; but nothing in this Act shall authorize the Commissioners to enter upon, take, or use otherwise than by Agreement any Lands of *William* Earl of *Abergavenny*, his Heirs or Successors in Estate, or his or their Assigns, and the Power to purchase compulsorily shall not extend to the Land of *Frederick David Goldsmid* Esquire, or of *Richard Paterson* Esquire, deceased, or his Devisees, along or under which it is proposed to lay the Mains of Pipes described respectively on the deposited Plans as "Line of Pipes No. 8." and "Line of Pipes No. 5.," but the Commissioners shall only have Power to enter and lay such Lines of Pipes respectively, and to use the same respectively as an Easement only. The Commissioners are not to enter on the Land of the said *Frederick David Goldsmid*, or of the said *Richard Paterson* deceased, or his Devisees, for the Purpose of laying the said Main of Pipes, nor for the Repair or Examination of the same, without giving Two Days Notice to the said *Frederick David Goldsmid* or his Successors, or to the Devisees of the said *Richard Paterson*, or his or their respective Agents, except in Cases of

Urgency not admitting of such Delay, and they shall make good or compensate for any Damage or Injury to any Land, Buildings, or Plantations belonging to the said *Frederick David Goldsmid* or his Successors, or to the Devisees of the said *Richard Paterson*, or his or their respective Lessees or Tenants, arising from such Works, or from any Interference with such Land, Buildings, or Plantations, whether by reason of bursting or Leakage or other Cause, or for the Repair thereof, such Compensation as regards the said *Frederick David Goldsmid*, his Successors, Lessees, or Tenants, to be from Time to Time settled by Arbitrators to be chosen in the usual Way, or their Umpire, and as regards the said *Richard Paterson* or his Devisees, their Lessees or Tenants, to be settled in manner provided by "The Lands Clauses Consolidation Act, 1845."

Correction of deposited Plans, &c.

10. If any Omission, Mis-statement, or wrong Description is made of any Lands, or of the Owners, Lessees, or Occupiers of any Lands shown on the deposited Plans or specified in the deposited Books of Reference, the Commissioners, after giving Ten Days Notice to the Owners, Lessees, and Occupiers of the Lands in question, may apply to Two Justices for the Correction thereof, and if it appear to them that the Omission, Mis-statement, or wrong Description arose from Mistake they shall certify the same accordingly, stating in the Certificate the Particulars of the Omission, Mis-statement, or wrong Description.

Deposit of Certificate of Correction with Clerk of Peace and Parish Clerk.

11. The Certificate of Correction shall be deposited with the Document to which it relates with the Clerk of the Peace for the County of *Kent*, or, as the Case shall be, for the County of *Sussex*, and a Copy thereof with the Parish Clerk of the Parish in which the Lands in question lie, and the same respectively shall be kept by the respective Clerk of the Peace or Parish Clerk with the other Documents to which the same relate, and thenceforth the deposited Plans and Books of Reference shall be deemed to be corrected in accordance with the Certificate, and the Commissioners may proceed as if the Omission, Mis-statement, or wrong Description had not been made.

Powers for compulsory Purchases limited.

12. The Powers under this Act of the Commissioners for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years after the passing of this Act.

Power to Commissioners to acquire Lands by Agreement.

13. The Commissioners from Time to Time by Agreement, and in addition to the Lands, Easements, and Rights which by this Act they are authorized to purchase compulsorily, may purchase, take on Lease, or otherwise acquire for Purposes of this Act any Lands not exceeding

exceeding in the whole Thirty Acres, or any Springs, Streams, or Waters, or any partial or limited Interests, Easements, or Rights in, over, or affecting any Lands, Springs, Streams, or Waters, and may so acquire the same on such Terms, pecuniary and otherwise, and Conditions as they think fit.

Application of 23 & 24 Vict. c. 106. to certain Matters herein named.

14. For the Purposes of this Act the several Provisions with respect to Lands and Rentcharges of "The Lands Clauses Consolidation Acts Amendment Act, 1860," incorporated with this Act, so far as the same respectively are applicable in that Behalf, extend and apply to Easements and Rights in, over, or affecting any Lands, Springs, Streams, or Waters granted and leased under this Act, and Rents and Rentcharges realized by the Leases and Grants of the Easements and Rights respectively.

Power to Commissioners to make Works authorized by Act.

15. Subject to the Provisions of this Act and of the Agreements by this Act confirmed, the Commissioners from Time to Time may make and maintain the Works and do the Things by this Act described and authorized, and so far as the Lines and Levels of the Works are shown on the deposited Plans and Sections respectively may make and maintain the Works in the Lines and in accordance with the Levels shown thereon, and in the Lands shown on the deposited Plans and specified in the deposited Books of Reference.

Works authorized.

16. The Works by this Act authorized to be made and maintained and the Things by this Act authorized to be done by the Commissioners comprise the following Works and Things, with all such incidental Works and Conveniences as the Commissioners think fit; (that is to say,)

(A.) A Reservoir or Reservoirs in the Parish of *Pembury* in the County of *Kent* in Lands at the Foot of *Cockshoot Hill*, and on the Eastern or North-eastern Side of the Road leading from *Pembury Lower Green* to *Pembury Old Church*, and which Lands are respectively numbered 778, 917, and 918 on the Tithe Commutation Map of the Parish of *Pembury*:

(B.) An Aqueduct or Line of Pipes commencing in the Parish of *Tunbridge* in the County of *Kent* in the Northern Portion of a Wood numbered 2947 on the Tithe Commutation Map of that Parish, and terminating in the Parish of *Pembury* at the Reservoir (A.), which Aqueduct (B.) will be wholly in the Parishes of *Tunbridge* and *Pembury*:

(C.) An Aqueduct or Line of Pipes in the Parish of *Tunbridge* commencing in the Northern Portion of a Wood numbered 2946 on the Tithe Commutation Map of that Parish, and terminating by a Junction at or about the Northern Corner of the Wood numbered 2947 with the Aqueduct (B.):

(D.) An

(D.) An Aqueduct or Line of Pipes commencing in the Parish of *Brenchley* in the County of *Kent* in Inclosures numbered respectively 660 and 704 on the Tithe Commutation Map of that Parish, or in One of those Inclosures, and terminating in the Parish of *Pembury* at the Reservoir (A.), which Aqueduct (D.) will be wholly in the Parishes of *Brenchley* and *Capel* in the County of *Kent*, and *Pembury*:

(E.) An Aqueduct or Line of Pipes wholly in the Parish of *Pembury* commencing in an Inclosure numbered 578 on the Tithe Commutation Map of that Parish, and terminating by a Junction on the Northern Side of *Herrings Mill Wood* with the Aqueduct (D.):

(F.) An Aqueduct or Line of Pipes wholly in the Parish of *Pembury* commencing in an Inclosure numbered 781 on the Tithe Commutation Map of that Parish, and terminating at the Reservoir (A.):

(G.) A Reservoir or Reservoirs wholly in the Parish of *Tunbridge* in Inclosures numbered respectively 2990 and 2992 on the Tithe Commutation Map of that Parish, or in One of those Inclosures:

(H.) An Aqueduct or Line of Pipes commencing in the Parish of *Pembury* from and out of the Reservoir (A.), and terminating in the Parish of *Tunbridge* at the Reservoir (G.), which Aqueduct (H.) will be wholly in the Parishes of *Pembury* and *Tunbridge*, and shall in passing through *Sandown Park* Estate, belonging to Messieurs *Arthur Wellesley Ward* and *Neville Ward*, be deviated in the Manner prescribed by the Agreement (A.) set out in the Schedule to this Act annexed:

(I.) The taking, collecting, diverting, impounding, and using of the Waters of the following Springs, that is to say, *Walls* and *Bachelors* Springs and *Cockshoot* and *Redwing* Springs now supplying *Pembury Mill* otherwise *Spring Grove Mill* (in the Parish of *Pembury*), and of *Hawkwell*, *Collins*, and *Loudwell* Springs now supplying *Badshill Mill* in the Parish of *Tudely* in the County of *Kent*, and of *Jefferys* Spring now supplying *Badshill Mill* and *Herrings Mill*, otherwise *Keys Mill*, in the Parish of *Pembury*:

(J.) Sluices, Filter Beds, Pumping Works, Engines, Approaches, and other Works and Conveniences within those several Parishes respectively in connexion with the Waterworks, and for diverting, intercepting, and raising the Water so taken:

All which intended Works will be in the several Parishes or Places of *Brenchley*, *Capel*, *Pembury*, and *Tunbridge* in the County of *Kent*.

17. In

Lateral and vertical Deviation.

17. In making the Works the Commissioners may deviate laterally from the Lines thereof shown on the deposited Plans to any Extent within the Limits of Deviation shown thereon, and beyond such Limits to any Extent which may be agreed on by the Owners, Lessees, and Occupiers of the Lands into and through which such Deviation shall be required to be made, and vertically from the Levels thereof shown on the deposited Sections to any Extent not exceeding in any One Place as regards Reservoirs Three Feet and in other respects Five Feet.

Period for Completion of Works.

18. The Works shown on the deposited Plans and in this Act described and expressly authorized 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 Commissioners for making the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed: Provided that the Commissioners from Time to Time may renew, enlarge, extend, and add to their Mains, Pipes, and Apparatus whenever for the supplying of Water within the Water District they find it expedient so to do.

Compensation to Medway Company for Diversion of Water.

19. Inasmuch as the Exercise by the Commissioners of the Powers of this Act will divert Waters which now flow directly or derivatively into the River *Medway*, and in which the Company of Proprietors of the Navigation of the River *Medway* are interested, and they have assented to this Act on the Terms and Conditions following, therefore,

(A.) The Commissioners shall pay to the Company as Compensation for the Diversion of Water from the River *Medway* the yearly Sum of Ten Pounds, to be paid at the End of One Year next after the Day on which the Commissioners first divert any Water from the River and on the corresponding Day in every Year thereafter:

(B.) The Commissioners shall pay to the Company their Costs, Charges, and Expenses, not exceeding Twenty-five Pounds, consequent on the Introduction into Parliament of this Act and incident to the Company's Opposition thereto:

(C.) If and whenever that yearly Sum or any Part thereof is in arrear for Three Months after the Day for Payment thereof, or if the Amount of those Costs, Charges, and Expenses, not exceeding Twenty-five Pounds, be not paid by the Commissioners within Three Months after the passing of this Act, the Company from Time to Time may recover the Amount in arrear, with Costs, from the Commissioners in any Court of competent Jurisdiction, or by Distress and Sale of the Goods and Chattels of the Commissioners wherever found.

For Protection of Estates of Lady Falmouth, &c.

20. For the Protection of the Estate of the Right Honourable Viscountess *Falmouth* and Baroness *Le Despencer* in the several Parishes of *Tudeley*, *Pembury*, *Capel*, and *Hadlow* in the County of *Kent*, and of a Mill called *Badshill Mill* in the same County, and of the Commissioners respectively, the following Provisions shall be in force and have full Effect; that is to say,

(A.) Before the Commissioners take any Water flowing from the Springs following, that is to say, *Hawkwell*, *Jeffreys*, *Loudwell*, and *Collins*, respectively flowing into *Badshill Mill Stream*, they shall make and for ever thereafter maintain, at a convenient Point on *Bog Hole Farm* below the Junction thereon of the Two Streams, a Gauge with Works and Conveniences connected therewith proper and sufficient for ascertaining the Quantity of Water from Time to Time flowing down the united Streams:

(B.) The Gauge and the Works and Conveniences connected therewith shall at all Times be open to the Examination of the Commissioners and of the Owners and Occupiers of the Estate respectively:

(C.) If and whenever the Gauge and the Works and Conveniences connected therewith or any Part thereof be out of repair or not in good working Order and Condition, the Commissioners shall forthwith repair and make good the same, and if and whenever they fail so to do with all practicable Despatch after Notice in Writing in that Behalf to them from the Owners and Occupiers of the Estate, or any of them, then the Owners or Occupiers may repair and make good the same at the Expense of the Commissioners:

(D.) The Commissioners shall not at any Time take any Water from any of those Springs or Streams when the Water flowing through and over the Gauge is less than a Supply to the united Streams below the Gauge of Eighty thousand Gallons of Water in every Day of Twenty-four Hours:

(E.) If and whenever the Commissioners take any Water from any of those Springs or Streams when the Water flowing through and over the Gauge is less than that Supply, and after the Commissioners receive from the Owners and Occupiers of the Estate, or any of them, Notice in Writing in that Behalf, then the Commissioners shall for every Day of Twenty-four Hours during the whole or any Part of which the Offence continues forfeit and pay to the Owner of the Estate Ten Pounds, and a Recurrence of the Offence while the Flow of Water through and over the Gauge continues to be less than that Supply shall be a Continuance of the Offence:

(F.) The Commissioners from Time to Time may use the Name of the Owner of the Estate in any Proceedings requisite for preventing

preventing the Diversion by any Party other than the Commissioners from any Point above the Gauge of any of the Waters of those Springs and Streams respectively, so as the Commissioners give to the Person whose Name they so use a proper and sufficient Indemnity against all Costs, Losses, Damages, and Expenses of and consequent on the Proceedings so taken:

(G.) The Compensation which shall be made by the Commissioners for all Damage or Injury to the Estate or any Part thereof (including the Mill) by reason of the Exercise of any of the Powers by this Act vested in the Commissioners, and for the Land taken for the Gauge and the Works and Conveniences connected therewith, and for proper and sufficient Means of Access thereto, shall be ascertained in accordance with Section 9 of "The Lands Clauses Consolidation Act, 1845," and if the Two Surveyors or the Third Surveyor acting under that Section certify that One thousand five hundred Pounds fully represents the Amount to which Viscountess *Falmouth* or her Trustees are entitled, the Compensation shall be that Sum, and the Compensation so ascertained shall be paid to Viscountess *Falmouth* or her Trustees as follows; that is to say,

One Sixth Part thereof within Six Months after the passing of this Act;

And the Residue thereof before the Commissioners exercise with respect to any of those Springs or Streams any of the Powers of this Act:

(H.) Out of the Compensation so paid by the Commissioners to Viscountess *Falmouth* or her Trustees she or they shall pay all Compensation, if any, which any of the Lessees or Occupiers of the Estate can lawfully claim in respect of any of the Matters for which the Commissioners are so to make Compensation.

Restrictions as to Buildings on Earl of Abergavenny's Estate.

21. Notwithstanding anything in this Act, it shall not be lawful for the Commissioners to erect any Building or Erection of any kind on the Lands purchased or taken by them of the said Earl of *Abergavenny*, his Heirs or Successors in Estate, or his or their Assigns, under this Act, except such of the Land at or near the *Tangiers* Spring shown on the deposited Plans, and thereon numbered 5, as they purchase under this Act, and then only for the Purposes of or in connexion with Water Supply, but this Provision shall not be deemed to extend to or preclude the Commissioners from covering in or over the existing Reservoirs of the *Tunbridge Wells* Company situate on all or any of the Lands numbered respectively 60 and 63 on the deposited Plans, and the Lands numbered respectively 399, 400, and 489 on the Tithe Commutation Map of the Parish of *Frant*, in whatever Way they may from Time to Time deem expedient, but upon any Sale or Disposition by the Commissioners under "The

Lands

Lands Clauses Consolidation Acts" of Lands purchased by them of the said Earl, he, his Heirs or Successors in Estate, or his or their Assigns, shall and he and they is and are hereby required to purchase the same, and precluded from exercising the Power of Refusal given by those Acts: Provided always, that nothing in this Enactment shall enable the Commissioners to cover in or interfere with the existing Reservoirs of the *Tunbridge Wells* Company until they have actually purchased the Undertaking of that Company.

Agreements in Schedule to Act confirmed.

22. The several Agreements which are set forth in the Schedule to this Act annexed are by this Act respectively confirmed, and may and shall be carried into effect in accordance with the true Intent thereof respectively: Provided always, that nothing contained in the Agreement of the Eighteenth Day of *March* One thousand eight hundred and sixty-five between the Marquis *Camden* and the Commissioners shall vary, alter, or diminish any Right, Title, Estate, or Interest now vested in the *Tunbridge Wells* Company in relation to the *Tangiers* and other Springs near thereto, or be deemed in any Manner to limit the Quantity of Water which that Company are now or if this Act were not passed would be entitled to take from those Springs.

Power to Commissioners to lay down Pipes and collect and supply Water.

23. Subject to the Powers and Provisions of this Act, and of the Agreements by this Act confirmed, the Commissioners from Time to Time may make, lay down, maintain, alter, and discontinue such Mains, Pipes, Apparatus, Works, and Conveniences, and on any Lands from Time to Time vested in them for the Purposes of this Act may erect and make such Buildings and Works, and may do all such other Things as they from Time to Time think proper for collecting and storing Water and supplying Water within the Water District, and by means of the Waterworks may collect and store Water and supply Water within the Water District, and may sell and dispose of the Water as they from Time to Time think fit.

Power to Commissioners to lay Mains, &c. in Highways, &c.

24. Subject to the Provisions of this Act, the Commissioners from Time to Time may lay down and maintain within the Water District Conduits, Mains, and Pipes in, along, under, and across any Turnpike Roads, Highways, Streets, and public and other Passages.

Not necessary for Commissioners to give Notice of breaking up Streets, &c.

25. It shall not be necessary for the Commissioners before they open or break up any Street, Highway, or Sewer, Drain or Tunnel, from Time to Time under their Control, to give any Notice of their Intention to do so.

Commissioners to avoid

26. In executing any Works by this Act authorized, the Commissioners shall cause to the *Tunbridge Wells* Gas Company as little Damage

Damage or Inconvenience as Circumstances reasonably admit; and before the Commissioners alter the Position of any Main or Pipe of the Gas Company they shall give to the Gas Company at least Forty-eight Hours Notice in Writing, stating the Alteration which the Commissioners require, and immediately after the Expiration of the Notice the Gas Company shall commence and with all practicable Despatch shall complete the required Alteration, but if they fail to do so, then the Commissioners may make the Alteration. Damage to Gas Pipes.

27. The Commissioners shall pay all reasonable Expenses incurred by the Gas Company in and about the making of the Alteration, and if the Commissioners and the Gas Company differ as to the Amount thereof, then the Sum to be paid shall be ascertained by a Person conversant with Gasworks as the single Arbitrator, to be on the Application of the Commissioners and the Gas Company, or either of them, named by the Town Clerk of the Borough of *Maidstone*. Commissioners to pay Expenses of altering Gas Pipes.

28. Subject to the Provisions of this Act, the Commissioners may maintain, manage, regulate, work, and use the Waterworks from Time to Time vested in them under this Act, and may enlarge, extend, alter, add to, and discontinue their Buildings, Mains, Pipes, Works, and Conveniences when and as they find it expedient so to do. Power to Commissioners to manage Waterworks.

29. The Commissioners from Time to Time, if and when they think fit, may appoint, regulate, alter, and remove a Committee of themselves, to be called "the Waterworks Committee," for carrying into effect such of the Powers and Provisions of this Act as the Commissioners think can be better carried into effect by means of the Committee, and may delegate to them such of the Powers and Discretions of the Commissioners as the Commissioners think fit, and may determine the Number, Quorum, and Procedure and the Duties and Authorities of the Committee: Provided that all the Proceedings of the Committee shall be subject to the Control of the Commissioners, but not so as to render invalid any lawful Proceeding of the Committee. Power to Commissioners to appoint Waterworks Committee.

30. The Waterworks Committee may meet from Time to Time and may adjourn from Place to Place as they think fit; and at all Meetings of the Committee One of the Committeemen present shall be appointed Chairman; and all Questions shall be determined by a Majority of the Votes of the Committeemen present, every Committeeman present having One Vote, and the Chairman, in case of an Equality of Votes, having a Second or Casting Vote; but no Business shall be transacted at any Meeting of the Committee except when the Quorum, if any, fixed by the Commissioners, or if no Quorum be fixed by them, then Three Committeemen be present. Meetings, &c. of Waterworks Committee.

Minutes of Proceedings of Waterworks Committee.

31. The Waterworks Committee shall keep proper Minutes of all their Proceedings, and their Minute Books and other Books, Accounts, Documents, and Writings shall at all Times be open to the Inspection and Transcription of every Commissioner, and of all Persons being Creditors of the Commissioners, or assessed to any Rate payable to the Commissioners.

Water Companies to sell their Undertakings to Commissioners.

32. With respect to each of the Two Water Companies the respective Water Company on the one hand is hereby required to sell, and the Commissioners on the other hand are hereby required to purchase the Undertaking, Waterworks, Reservoirs, Lands, Houses, and other Works, Mains, Conduits, Pipes, Plant, Stock, Rights, Powers, and Privileges of the respective Water Company; and if any Dispute shall arise with respect to the Amount of the Purchase Money the same shall be settled by Arbitration to be conducted and the Costs thereof paid in manner provided by "The Lands Clauses Consolidation Act, 1845," and for the Purposes of such Arbitration the Commissioners shall be deemed to be the Promoters of the Undertaking; and a Dispute shall be deemed to have arisen in case the Commissioners shall not, within Twenty-one Days after receiving Notice in Writing from the respective Water Company of their Willingness to sell under the Provisions of this Act, offer such a Sum for such Purchase Money as the respective Water Company shall within Twenty-one Days from the Receipt of such Offer accept; and the Undertaking, Waterworks, Reservoirs, Lands, Houses, and other Works, Mains, Conduits, Pipes, Plant, Stock, Rights, Powers, and Privileges of the respective Water Company shall upon such Purchase be transferred to and exercised by the Commissioners: Provided always, that the respective Purchase shall be completed within Twelve Months after the passing of this Act unless the same shall be delayed by any Act or Default of the respective Water Company.

Companies Waterworks when purchased to vest in Commissioners.

33. On the Payment by the Commissioners to Three of the Directors of either Water Company of the Purchase Money agreed or awarded to be paid to such Company for the Purchase of their Undertaking and Waterworks, and on the Execution of a Conveyance or Assignment under the Common Seal of the selling Company, and duly stamped, of the Interest of the selling Company in their Undertaking and Waterworks to the Commissioners, or as they shall direct, but as to the *Tunbridge Wells* Company subject to the Rents and Covenants to be paid and performed by such last-mentioned Company in respect thereof, the Undertaking and Waterworks so conveyed or assigned shall by this Act be vested in the Commissioners for all the Estate and Interest of the selling Company therein, and by such Conveyance or Assignment expressed to be conveyed or transferred, and shall thereupon become Part of the Waterworks of the Commissioners

sioners for the Purposes of this Act, and the Commissioners from Time to Time may maintain, manage, regulate, work, and use the same accordingly.

Receipt of 3 Directors of selling Water Company to be a good Discharge.

34. Upon the Sale of the Undertaking of either Water Company to the Commissioners, the Receipt in Writing of Three of the Directors of such Company for the Purchase Money agreed or awarded to be paid by the Commissioners for the Purchase of such Undertaking, and for any other Money which may be paid by the Commissioners to the Company, shall be an effectual Discharge to the Commissioners for the Sum which in any such Receipt shall be expressed to be received, and the Commissioners shall not be obliged to see to the Application of the Purchase or other Money then paid, or be otherwise answerable or accountable for any Loss, Misapplication, or Nonapplication of such Monies, or of any Part thereof.

Water Company selling their Waterworks to Commissioners to wind up their Affairs.

35. After the Time agreed on for the Sale of the Undertaking and Waterworks of the respective Water Company to take Effect, the respective Water Company shall proceed to wind up their Affairs, and in order thereto may sell and convey or otherwise dispose of all such Parts, if any, of their Lands, Property, and Effects as are not sold to the Commissioners, and shall pay, satisfy, and discharge such of their Debts, Liabilities, and Engagements as are not paid, satisfied, or discharged by the Commissioners, and shall distribute and pay their net Monies to and among the several Persons who at the Time agreed on for the Sale to take Effect are their registered Holders in proportion to their respective Shares of the Capital of the respective Water Company, or their respective Executors, Administrators, Successors, and Assigns.

Payment into Court by Water Company so winding up.

36. Provided, That where the respective Water Company are for Twelve Months after the Period for the Distribution of their net Monies unable after diligent Inquiry to ascertain the Person to whom any Part thereof ought to be paid, or who can give a valid and sufficient Receipt for the same, the respective Water Company may pay the same into the Court of Chancery under any Act from Time to Time in force for the Relief of Trustees, and every such Payment shall conclusively discharge the respective Water Company from all further Liability with respect to the net Monies so paid, and for the Purposes of this Act shall be deemed Payment thereof to a Person absolutely entitled thereto, and any Person afterwards showing to the Satisfaction of the Court that he is entitled thereto may obtain Payment thereof out of Court accordingly.

Dissolution of Water Company wound up and annul-

37. When all the Debts, Liabilities, and Engagements of the respective Water Company are paid, satisfied, or discharged, and their net Monies are distributed in accordance with this Act, they shall thereupon

thereupon be by this Act dissolved and shall wholly cease to exist, and their respective Memorandum of Association and Articles of Association shall be by this Act annulled.

ling of their Memorandum and Articles of Association.

Return of Dissolution of Water Company to Registrar of Joint Stock Companies.

38. Within One Month after the Dissolution of the respective Water Company and the annulling of their Memorandum of Association and Articles of Association, the Commissioners shall make a Return thereof to the Registrar of Joint Stock Companies, and he may and shall register the same.

General Saving of Rights under annulled Memorandum and Articles of Association.

39. Notwithstanding the Dissolution of the respective Water Company and the annulling of their Memorandum of Association and Articles of Association respectively, and except only as is by this Act otherwise expressly provided, everything before the Dissolution and annulling done, suffered, and confirmed respectively under or by their Memorandum of Association and Articles of Association respectively shall be as valid as if the Dissolution and annulling had not happened, and the Dissolution and annulling and the Operation of this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if the Dissolution and the annulling had not happened would be incident to and consequent on everything so done, suffered, and confirmed respectively, and with respect to everything so done, suffered, and confirmed, and all such Rights, Liabilities, Claims, and Demands, the Commissioners shall to all Intents represent the respective dissolved Water Company: Provided that the Generality of this Provision shall not be restricted by any other of the Sections and Provisions of this Act.

Commissioners to purchase and E. of Abergavenny to sell the Reversion in Works, &c. of Tunbridge Wells Company.

40. The Commissioners on the one hand are hereby required to purchase, and the said Earl of *Abergavenny*, his Heirs or Successors in Estate, or his or their Assigns, on the other hand is and are hereby required to sell his or their whole Estate and Interest in the Undertaking, Waterworks, Reservoirs, Lands, Houses, and other Works, Mains, Conduits, Pipes, Plant, Stock, Powers, Rights, and Privileges of the *Tunbridge Wells* Company in reversion expectant on the Determination of the Leases thereof made to that Company, and for the Purposes of such Purchase and Sale all those Powers, Rights, Privileges, and Works shall be deemed Lands within the Meaning of "The Lands Clauses Consolidation Act, 1845," and such Purchase shall be completed within Fifteen Calendar Months after the passing of this Act.

Disposal by Commissioners of Lands not required for Purposes of Act.

41. The Commissioners from Time to Time, when and as they think fit, may by Lease, Sale, or otherwise dispose of any Lands from Time to Time acquired by them under this Act from the *Calverley* Company, and which they from Time to Time do not require for Purposes

Purposes of this Act, and every such Disposition may be by Public Auction or Private Contract, and subject to any special Conditions of Sale; and generally on such Terms, pecuniary and otherwise, and Conditions as the Commissioners think fit.

Reservation on Disposal by Commissioners of Lands.

42. On any Lease, Sale, or other Disposition by the Commissioners of any Lands acquired by them under this Act they may except or reserve to themselves any Water or Water Rights belonging to the Lands, or any Easements in, over, or affecting the Lands, and may make the respective Disposition subject to Exceptions and Reservations accordingly, and also subject to such other Exceptions and Reservations and such special Conditions and Provisions with respect to the User of Water, the Exercise of noxious Trades, the Discharge or Deposit of Manure, Sewage, or other impure Matter, and otherwise as they think fit.

Power for Commissioners to supply Water.

43. Subject to the Provisions of this Act, the Commissioners may supply Water within the Water District for domestic Purposes and for Purposes other than domestic Purposes, and may supply Water by Measure.

Provision respecting constant Pressure and Level at which Supply compulsory.

44. The Water supplied by the Commissioners need not be constantly laid on under Pressure or be continuously supplied, nor shall the Commissioners be bound to supply Water at a Level above the Level at which Water can be supplied by means of a Stand Pipe Twenty Feet in Height above the highest Level of the Service Reservoir of the Commissioners.

Service Pipes.

45. The Service Pipes to communicate with the Mains and Pipes of the Commissioners shall be laid and removed by and under the Direction of the Commissioners at the Expense of the Persons requiring or having the Supply.

Power to Commissioners to make Regulations for preventing Waste of Water.

46. Subject to the Provisions of this Act, the Commissioners from Time to Time may make and enforce such reasonable Regulations as they find expedient for preventing the Waste or Misuse of Water, and among other things may prescribe the Size, Nature, Make, Strength, and Arrangement of the Pipes, Cocks, Cisterns, and other Apparatus used for the Purposes of the Supply.

Power to Commissioners to refuse Supply where Regulations not complied with.

47. In the event of any of those Regulations not being observed by any Person having or requiring a Supply of Water, the Commissioners may refuse to supply Water, or cut off the Water supplied by them to him, unless and until the Regulations be complied with; and if and whenever any Difference arises as to whether the Regulations are reasonable, or have been complied with by any Person whose Supply of Water is so cut off, the Difference may be referred by either Party to and shall be settled by Two Justices.

For preventing Waste of Water.

48. The Commissioners shall not be compellable to supply with Water any Watercloset or private Bath, or the Apparatus connected therewith, unless the same be made to the Satisfaction of the Commissioners, and used so as to prevent the Waste or undue Consumption of the Water of the Commissioners, or with respect to a private Bath if it contain when filled for Use more than Eighty Gallons of Water.

Penalty for suffering Pipes, &c. to be out of repair.

49. Every Person supplied with Water by the Commissioners who wilfully suffers any Pipe, Cock, Cistern, or other Apparatus used for Purposes of the Supply to be out of repair, so that the Water supplied to him by the Commissioners is wasted, shall for every such Offence forfeit to the Commissioners not exceeding Five Pounds over and above the Loss which the Commissioners sustain by reason of the Waste.

Pipes, &c. out of repair to be repaired.

50. In every such Case the Commissioners, by Notice in Writing under the Hand of their Clerk or Surveyor delivered to the Person allowing the Pipe, Cock, Cistern, or other Apparatus to be out of repair, or left for him at the House where the Apparatus is, may require him to repair the Apparatus so as to prevent the Waste of Water, and if he fail to do so within Three Days after the Service of the Notice, the Commissioners may repair the Apparatus, and the Expense thereof shall be repaid to them by the Person so in default, and may be recovered as Damages.

Restriction on Supply for other than domestic Purposes.

51. No Person shall be entitled to have under this Act a Supply of Water for any Purpose other than domestic Purposes when the Supply would interfere with the proper Supply under this Act of Water for domestic Purposes.

Public Drinking Fountains.

52. The Commissioners from Time to Time, when and as they think it expedient, may put up and continue, and from Time to Time remove or discontinue Drinking Places, with proper Conveniences for the gratuitous Supply of Water to the Public (but for drinking only) in such public Places within the Water District as the Commissioners think fit, but not against any private Dwelling House, Warehouse, Counting-house, or Shop, except with the Consent of the Owner or Occupier thereof, or against any public Building, unless the Building shall be Property of the Commissioners.

Rates for Supply of Water for domestic Purposes.

53. The Commissioners shall at the Request of the Owner or Occupier of any House or Part of a House in any Street in *Tunbridge Wells* in which any Supply Main of the Commissioners is from Time to Time laid, or on the Application of any Person who under this Act is entitled to demand a Supply of Water for domestic Purposes, furnish to the Owner or Occupier or other Person so requiring it a sufficient Supply of Water for domestic Purposes at

Rates

Rates in accordance with the yearly Value of the House, not exceeding the Rates following; (that is to say,)

(A.) Where the yearly Value shall not exceed Ten Pounds Ten Shillings, at a Rate not exceeding the Rate of Twopence a Week:

(B.) Where the yearly Value shall exceed Ten Pounds Ten Shillings and not exceed Twelve Pounds, at a Rate not exceeding the Rate of Threepence a Week:

(C.) Where the yearly Value shall exceed Twelve Pounds and not exceed Fifteen Pounds, at a Rate not exceeding the Rate of Fourpence a Week:

(D.) Where the yearly Value shall exceed Fifteen Pounds and not exceed Twenty Pounds, at a Rate not exceeding the Rate of Fivepence a Week:

(E.) Where the yearly Value shall exceed Twenty Pounds and not exceed Forty Pounds, at a Rate *per Centum per Annum* not exceeding Seven Pounds:

(F.) Where the yearly Value shall exceed Forty Pounds and not exceed Sixty Pounds, at a Rate *per Centum per Annum* not exceeding Six Pounds Ten Shillings:

(G.) Where the yearly Value shall exceed Sixty Pounds and not exceed Eighty Pounds, at a Rate *per Centum per Annum* not exceeding Six Pounds:

(H.) Where the yearly Value shall exceed Eighty Pounds and not exceed One hundred Pounds, at a Rate *per Centum per Annum* not exceeding Five Pounds Ten Shillings:

(I.) Where the yearly Value shall exceed One hundred Pounds, at a Rate *per Centum per Annum* not exceeding Five Pounds.

Ascertainment of yearly Value.

54. The yearly Value shall be the annual Rackrent or gross Value as shown by the Assessment from Time to Time in force of the respective House to the General District Rate of the Commissioners.

Composition for Water Rates for large Houses.

55. Provided, That where the yearly Value of any House exceeds One hundred Pounds the Commissioners may agree with the Owner or Occupier of the House for the Supply to the House of Water for domestic Purposes at a Rate agreed on between the Commissioners and the Owner or Occupier, but in no such Case shall the Rate be less than the Rate for a House of the yearly Value of One hundred Pounds.

Rate payable by Owner for small Houses, &c.

56. Where the yearly Value of a House supplied with Water does not exceed Nine Pounds, or the House is let to monthly or weekly Tenants, or Tenants holding for any other Period less than a Quarter of a Year, the Owner instead of the Occupier shall pay the Rate for the Supply, but the Rate may be recovered in the first instance

instance from the Occupier, and may be deducted by him from Rent from Time to Time due from him to the Owner.

Restriction on Reduction of Water Rates.

57. Provided, That if and when any Money is due from the Waterworks Account in respect of Monies paid for Purposes of this Act out of the General District Rate, the Commissioners shall not take less than the full Amount of the Rates by this Act authorized for Water supplied by them: Provided that any Composition under this Act for the Rates for Water supplied to any House of the yearly Value of One hundred Pounds or upwards shall for the Purposes of this Section be the full Rate for the Water supplied to the House.

Charges for Supply of Water for other than domestic Purposes.

58. The Commissioners may supply Water for Purposes other than domestic Purposes on such Terms, pecuniary and otherwise, and Conditions as are agreed on between the Commissioners and the Person requiring the Supply, and the Monies payable for the Supply shall be Water Rates, and recoverable accordingly.

Supply of Water out of Tunbridge Wells.

59. The Commissioners shall not supply any Water in that Part of the Water District which is out of *Tunbridge Wells* except in accordance with the Provisions of this Act, and they may from Time to Time, on Terms mutually agreed on, supply Water for domestic or other Purposes at Places out of *Tunbridge Wells* and within the Water District, provided the same can be supplied without Prejudice to a full Supply for the Inhabitants of *Tunbridge Wells*.

Supply of Water to E. of Abergavenny's Estate.

60. Notwithstanding anything in this Act, the Commissioners shall at all Times furnish to the Houses and Property whereof *William* Earl of *Abergavenny* now is Lessor or Owner, and to any Houses which may be hereafter erected on such Property within *Tunbridge Wells*, or within One hundred and fifty Yards of the Local Act District, as good and ample a Supply of Water for all Purposes as at the passing of this Act the *Tunbridge Wells* Company furnish or are bound on Requisition or otherwise to furnish to the Property of the said Earl within *Tunbridge Wells*, and at Rates corresponding to those from Time to Time charged in respect of the Supply of Water to Property within the Local Act District, subject nevertheless to the Provisions of "The Waterworks Clauses Acts, 1847 and 1863," and particularly in reference to the Amount of Water Rate or Rent as may from Time to Time be the Case payable in respect of any such Houses or Property.

E. of Abergavenny to grant an Easement over his

61. The said *William* Earl of *Abergavenny*, his Heirs or Successors in Estate, or his or their Assigns, in consideration of the Benefits secured to him and them by this Act in the Supply of Water to his and their Estate beyond the Limits of the Local Act District shall

shall at any Time after the Purchase of the Undertaking of the *Tunbridge Wells* Company, and on receiving Notice from the Commissioners requiring him or them so to do, permit them to lay and for ever thereafter repair or replace an Aqueduct or Line of Pipes from the *Tangier* Reservoirs to the Reservoir in the "*Turnpike Gate Field*" or "*Folly Field*," through such Parts of his or their Estate as may be agreed on between the Parties, without any Compensation being made to him or them, or his or their Tenants, other than Lessees for Terms of Three Years and upwards, in respect thereof, the Commissioners causing as little Damage as may be thereby, and in case of Difference between the Parties as to the Direction of such Aqueduct or Line of Pipes, the same shall be decided by a competent and impartial Person to be nominated by the Board of Trade: Provided that nothing herein contained shall authorize the Commissioners to lay such Aqueduct or Line of Pipes on the North Side of the Stream running through the Land numbered 25 on the Tithe Commutation Map of the Parish of *Frant*.

Estate if required for gravitating Line of Pipes from Tangiers Spring.

62. In addition to any other Monies which under the Public Health Acts they may borrow, the Commissioners from Time to Time for any of the Purposes and under the Authority of this Act may borrow at Interest on Mortgage of their Waterworks, and the Water Rates and Charges for Water supplied under this Act, and of their General District Rate, such Monies as they think fit, not exceeding Eighty thousand Pounds, and may secure the Repayment of the same, with Interest, by Mortgage accordingly.

Power for Commissioners to borrow on Mortgage of Waterworks, Water Rates, and General District Rate.

63. Provided, That the Mortgages of the Commissioners granted before the passing of this Act and now in force shall while in force, and so far as they affect the General District Rate, have Priority over all Mortgages granted under this Act by the Commissioners.

Priority of now existing Mortgages affecting General District Rate.

64. The Mortgagees under this Act of the Commissioners may enforce the Payment of the Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is One Tenth of the total Mortgage Debt.

Arrears may be enforced by Appointment of a Receiver.

65. The Mortgages from Time to Time granted by the Commissioners under this Act shall be granted in accordance with the Provisions of the Public Health Acts with respect to Mortgages of the General District Rate, and all the Powers and Provisions of the Public Health Acts applicable with respect to Mortgages, of the General District Rate, and Transfers of the Mortgages, and otherwise shall apply and have Effect with respect to the Mortgages granted under this Act by the Commissioners as if those Mortgages were Mortgages of the General District Rate alone.

Mortgages under Act to be in accordance with Public Health Acts.

Restriction of Public Health Acts as to borrowing Monies not to apply.

66. The Powers of the Commissioners of borrowing under this Act given shall not be in any way restricted by any of the Provisions of the Public Health Acts, and in calculating the Amount which the Commissioners may borrow under the Public Health Acts the Amount which they may borrow under this Act shall not be reckoned.

Form of Mortgage, &c.

67. Any Mortgage under this Act and any Transfer of the Mortgage may be made in accordance with the respective Forms of Mortgage and Transfer by "The Public Health Act, 1848," authorized, with such Modifications thereof as shall render them applicable to the Purposes of this Act.

Power for Commissioners to reborrow.

68. The Commissioners from Time to Time may under the Authority of this Act reborrow any Amount from Time to Time paid off by them of the Monies borrowed by them under this Act, unless it be paid off by means of the Sinking Fund, in which Case and to the Extent of the Amount so paid off their Powers under this Act of borrowing and reborrowing shall cease.

Sinking Fund.

69. The Sinking Fund under this Act shall be formed by setting aside for the same on the First Day of *January* One thousand eight hundred and seventy-one a Sum equal to One One Hundredth Part of the Mortgage Debt, and on the First Day of *January* in every succeeding Year a Sum larger by Five Pounds *per Centum* than in the then preceding Year until the whole of the Monies borrowed under this Act by the Commissioners be paid off; and the Monies carried to the Sinking Fund, so soon and so far as conveniently can be, shall from Time to Time be applied in or towards the Discharge of Monies borrowed under this Act by the Commissioners, and until so applied shall be invested in the Name of the Commissioners in any Securities in which by Law Trust Monies may from Time to Time be invested.

Waterworks Account.

70. The Commissioners shall keep a separate and distinct Account of their Receipts, Credits, Payments, and Liabilities with respect to the Execution of this Act, and from or on account of the Rates and Charges for Water supplied under this Act, to be called "the Waterworks Account," which Account shall be subject to the like Provisions as to Audit, Examination, Report, Inspection, Copies and Extracts, and Production of Vouchers as other Accounts of the Commissioners as a Local Board, except that any additional Remuneration to be made to the Auditors in respect of the Audit of the Waterworks Account shall be paid out of the Monies raised by Rates and Charges for Water supplied under this Act, and the Monies carried to the Waterworks Account shall be the Waterworks Fund.

71. The

Charge for Water supplied for watering Streets, &c.

71. The General District Rate shall be debited and the Waterworks Fund shall be credited with a reasonable Charge, to be determined by the Commissioners, for all Water supplied for watering Streets and for other public Purposes within the District.

General District Rate and Estimate to include Sums payable thereout under this Act.

72. After any Money is borrowed under this Act by the Commissioners, the Amount of the General District Rate and of the Estimates of the Money required for the Purposes of the General District Rate shall respectively include all Sums required for Payment of any Monies from Time to Time due or accruing upon or in respect of the Mortgages and the Sinking Fund for the Discharge thereof.

Waterworks Fund to be primarily liable.

73. As between the Waterworks Account and the General District Rate, the Waterworks Fund shall be primarily liable to be applied in satisfaction of all Monies so borrowed under this Act and the Interest thereon, and in setting apart the Sinking Fund for the Discharge thereof; and all Monies from Time to Time paid out of the General District Rate for Purposes of this Act shall from Time to Time be reimbursed and repaid out of the Balance from Time to Time of the Waterworks Fund, after Satisfaction of the Purposes for which Monies carried to that Fund are under this Act to be applied; but nothing in this Section shall prejudice the Security of any Person lending under this Act any Money to the Commissioners, and every such Person may enforce all his Rights and Remedies as if this Section were not enacted.

Application of Monies received by Commissioners under Act.

74. All Monies from Time to Time received under this Act by and for the Commissioners shall be applied as follows; (that is to say,)

(A.) All Monies so received other than Monies received from the General District Rate and Monies borrowed on Mortgage,—

First. For paying the Costs, Charges, and Expenses of and incident to the preparing and applying for and the obtaining and passing of this Act:

Secondly. For paying the Interest from Time to Time payable on Monies borrowed under this Act by the Commissioners and from Time to Time remaining due:

Thirdly. For making the Works by this Act authorized:

Fourthly. For setting apart the Sinking Fund:

Fifthly. For maintaining and extending the Waterworks, and in other respects carrying this Act into execution:

Sixthly. For repaying Monies advanced for Purposes of this Act out of the General District Rate and not repaid:

Seventhly. For paying off the Principal Monies borrowed under this Act by the Commissioners and from Time to Time remaining due:

Eighthly. For reducing the Rates and Charges by this Act authorized for the Supply of Water.

(B.) All

(B.) All Monies received from the General District Rate,—
For all or any of the Second, Fourth, and Seventh Purposes.

(C.) All Monies borrowed on Mortgage,—
For all or any of the First, Third, Fifth (except the Maintenance of the Waterworks), and Seventh Purposes.

Payment of Wages under Act.

75. The Salaries, Wages, and Allowances of all Officers or Servants employed by the Commissioners solely for the Purposes of this Act, and any additional Salaries, Wages, and Allowances allowed by the Commissioners for Services under this Act to any Officers or Servants employed by them for other Purposes, shall be payable out of the Income of the Commissioners arising under this Act.

Contracts for Supply of Water, &c. not to disqualify Commissioners.

76. No Person shall be disqualified for being, continuing, or acting as a Commissioner by reason of his being concerned in any Contract entered into by the Commissioners for a Supply of Water or for the Sale or Purchase of any Land for the Purposes of this Act, or of his being a Proprietor of or interested in any Newspaper in which Advertisements are inserted for the Commissioners, unless he discuss, act, or vote as a Commissioner on any Question touching any Matter in which he is directly or indirectly so interested, in which Case and immediately thereupon he shall be disqualified and cease to be a Commissioner.

Commissioners, &c. not to be disqualified as Justices.

77. No Person shall be incapable of acting as a Justice in the Execution in any respect of this Act by reason of his being a Commissioner, or being interested in any Contract under this Act for a Supply of Water, or being liable under this Act to the Payment of any Rate or any other Money.

Forms of Public Health Acts may be used.

78. The Forms provided by any of the Public Health Acts may be used for Purposes of this Act with such Modifications thereof respectively as are expedient for referring to this Act and for rendering them applicable to those Purposes.

Authentication of Notices, &c.

79. Any Summons, Demand, or Notice, or other such Document under or for the Purposes of this Act or the Public Health Acts, or any of them, may be in Writing or Print, or partly in Writing and partly in Print, and if the same require Authentication by the Commissioners, the Signature thereof by the Clerk to the Commissioners shall be a sufficient Authentication thereof.

Several Names in One Warrant.

80. Any Number of Names or Sums may be included in any Information, Summons, Warrant of Distress, or Notice obtained or given by the Commissioners for any of the Purposes of this Act, and may be stated either in the Body of the Information, Summons, Warrant, or Notice, or in a Schedule thereto.

81. Any

Costs of Distress.

81. Any Warrant of Distress under this Act may order that the Costs of the Proceedings for the Recovery of the Rate or Sum be paid by the Person liable to pay the Rate or Sum, and the Costs shall be ascertained by the Justice or Justices issuing the Warrant, and shall be included in the Warrant of Distress for the Recovery of the Rate or Sum.

Penalties not cumulative.

82. For the Purposes of this Act Penalties imposed by several Acts for the same Offence shall not be cumulative, and for this Purpose this Act and the several Acts in whole or in part incorporated therewith shall be deemed several Acts.

Application of Penalties.

83. The Justices by whom any Penalty is imposed under this Act shall where the Penalty is payable by any Person other than the Commissioners, and the Application thereof is not otherwise provided for, award the Penalty to the Commissioners.

Saving Rights of Tunbridge Wells Gas Company.

84. Except only as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Powers, or Authorities of the *Tunbridge Wells* Gas Company.

Saving Rights of Commissioners.

85. Except only as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Jurisdictions, Powers, or Authorities of the Commissioners.

Saving Rights of Lord of Hundred of Rotherfield.

86. Except only as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Powers, Privileges, Seignories, Franchises, Advantages, or Authorities of the Lord for the Time being of the Hundred of *Rotherfield* in the County of *Sussex*, or of the Manors of *Rotherfield* and *Eridge* respectively.

Saving Rights of Lord of Manor of Rusthall and Commoners.

87. Except only as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Royalties, Franchises, Powers, or Authorities of the Lord of the Manor of *Rusthall*, or of the Freeholders or Commoners of the Manor, or of their respective Stewards or Bailiffs or other Officers.

Waterworks, &c. not exempt from General Acts.

88. Nothing in this Act shall exempt the Waterworks or the Commissioners from the Provisions of any General Act hereafter passed with respect to the Public Health or Local Government, or with respect to Waterworks, or from any future Revision and Alteration, under the Authority of Parliament, of the Rates for the Supply of Water by this Act granted.

SCHEDULE.

A.

ARTICLES of AGREEMENT made the Eighteenth Day of March One thousand eight hundred and sixty-five between Arthur Wellesley Ward and Neville Ward, by their Solicitors Messieurs Stone, Wall, and Simpson, of the one Part, and the Commissioners of the Town of Tunbridge Wells (herein-after called "the Commissioners") by their Solicitors Messieurs Halse, Trustram, and Birt, and Mr. William Charles Cripps, of the other Part.

WHEREAS a Bill is now pending in the present Session of Parliament, "For a better Water Supply to Tunbridge Wells and Places near "thereto, and for other Purposes," and it is proposed by Clause 9 of the said Bill to empower the said Commissioners from Time to Time to take and use such of the Lands shown on the deposited Plans and the deposited Books of Reference as they should from Time to Time think fit, or where they think fit to purchase any Easement or Right in, over, or affecting any of those Lands without taking the Lands or any other Estate or Interest therein, and by the said deposited Plans and Book of Reference it is proposed to take Powers to make an Aqueduct or Line of Pipes through a Farm and Lands the Property of the said Arthur Wellesley Ward and Neville Ward in the Parish of Tunbridge, lately called Sharp's Farm or Blackhurst Farm, but now called Sandown Park, and the said Arthur Wellesley Ward and Neville Ward object to the making of the said Aqueduct or Line of Pipes through the said Lands in the Direction proposed, and they also object to Clause 40 in the said Bill as at present worded, and the Arrangements herein-after mentioned have been made and are hereby agreed on to avoid further Opposition to the said Bill on behalf of the said Arthur Wellesley Ward and Neville Ward:

1. All the Clauses in the said Bill and in the said deposited Plans relating to the said Aqueduct or Line of Pipes proposed thereby to be made through the said Sandown Park shall be expunged.
2. The said Aqueduct or Line of Pipes shall be made through the said Sandown Park in the Direction indicated by the Red Line on the Plan annexed to these Presents and signed by the said Solicitors, or in such other Direction as may be agreed on by the said Parties.
3. An Easement or Right in the said Lands, subject to the Tenancy of Edward Churchill, which will expire on the Twenty-ninth Day

Day of September One thousand eight hundred and sixty-six, shall be purchased of the said Arthur Wellesley Ward and Neville Ward, by virtue of the Powers contained in the said Bill, in the said altered Direction, and they shall be paid for such Easement or Right; and if any Dispute shall arise as to the Amount of the Purchase Money or Compensation, the same shall be settled by Arbitration to be conducted and the Costs thereof paid in manner provided in "The Lands Clauses Consolidation Act, 1845."

4. The following Words shall be struck out of Clause 40, namely, "Gravitation from," and the following Words shall be inserted in the said Clause 40 in lieu thereof, namely, "a Stand Pipe Twenty Feet in Height above the highest Level of."
5. The said Bill shall have a Clause inserted for the Confirmation of this Agreement, which shall be scheduled to the Act.
6. If the said Bill shall not pass through the Legislature this Agreement shall be void.
7. All Costs and Expenses of and incident to the Title to the said Sandown Park, and the Preparation and Execution of any Deeds or Instruments for the Purpose of carrying this Agreement into effect, shall be borne and paid by the said Commissioners.

As witness the Hands of the said respective Solicitors, the Day and Year first above written.

(Signed) Halse, Trustram, and Birt.
W. C. Cripps.
Stone, Wall, and Simpson.

B.

Articles of Agreement made the Eighteenth Day of March One thousand eight hundred and sixty-five between the Right Honourable George Charles Marquis Camden, Knight of the Most Noble Order of the Garter, (by Messrs. Stone, Wall, and Simpson, his Solicitors,) of the one Part, and the Commissioners of the Town of Tunbridge Wells (by their Solicitors Messrs. Halse, Trustram, and Birt, and Mr. William Charles Cripps) of the other Part.

Whereas a Bill is now pending in the present Session of Parliament for a better Water Supply to Tunbridge Wells and Places near thereto, and for other Purposes, and it is proposed by Clause 9 of the said Bill to empower the said Commissioners from Time to Time to take and use such of the Lands shown on the deposited Plans and the deposited Books of Reference as they should from Time to Time think fit, or where they think fit to purchase any Easement or Right in, over, or affecting any of those Lands without taking the Lands or any other Estate or Interest therein, and by the said deposited Plans

and

and Books of Reference it is proposed to take Powers to make an Aqueduct or Line of Pipes through and under Lands in the Parishes of Capel and Pembury in the County of Kent the Property of the said Marquis, and also to make and erect a Reservoir and other Works and Buildings in or upon Lands in the said Parish of Pembury, and to take, collect, divert, impound, and use the Waters of the Stream flowing from Tangiers Spring and Benhale Mill (in the said Bill incorrectly called Benhall Mill) in the Parish of Frant in the County of Sussex, and the said Marquis objects to the last-named Provision in the said Bill, and requires some Provision to be made for a Supply of Water to Downbury Farm in the said Parish of Pembury, and the Arrangements herein-after mentioned have been entered into and are hereby agreed on to prevent further Opposition to the said Bill on behalf of the said Marquis:

1. The Provisions in the said Bill relating to the taking, collecting, diverting, impounding, and using of the Waters of the Stream flowing from Tangiers Spring and Benhale Mill in the said Parish of Frant shall be struck out.
2. The said Commissioners shall not at any Time hereafter without the Consent in Writing of the said Marquis, his Heirs or Successors in Estate, or his or their Assigns, extend or increase the Reservoir Accommodation for the Storage of Water, or extend or increase the Steam Engine or other pumping Power, or add any increased Power for the Purpose of raising or forcing Water beyond or in addition to what is now in existence at the Tangier Waterworks near to the said Tangier Spring in the said Parish of Frant, but the said Commissioners may repair and maintain the present Reservoirs, and repair, maintain, and replace the present Steam Engine by Steam or any other Power of the same Strength or Power, and no more.
3. The said Commissioners shall permit or allow the said Marquis, his Heirs or Successors in Estate, or his or their Assigns, to lay down and connect a Pipe or Rising Main with their Pumping Works at their Pumping Reservoir at the Foot of Cockshoot Hill in the said Parish of Pembury, marked A. in the said deposited Plans, and the said Commissioners shall at all Times when required by the said Marquis, his Heirs or Successors in Estate, or his or their Assigns or Tenants, by a reasonable Notice in Writing, to be left at the said Works with any One of the Commissioners Servants or Workmen, cause Water to be pumped during the working of the Engines for the Purposes of the Commissioners through the said Rising Main for the Supply of the said Downbury Farm and the Tenants and Occupiers thereof, and the Commissioners shall be entitled to charge the Marquis, his Heirs or Successors in Estate, or his or their Assigns or Tenants, for such Supply of Water at Half the Water Rate provided in the said Bill for a Supply of

Water within the Water District of the said Bill, and to recover the same under the Powers contained in the said Bill or the intended Act of Parliament as if the said Downbury Farm were in the said Water District; and all other Powers and Provisions contained in the said Bill or the intended Act of Parliament which may be applicable shall apply to the said Downbury Farm and the said intended Supply of Water as if the said Downbury Farm were in the said Water District, and the yearly Value of the Farmhouse and Farm Buildings on the said Downbury Farm shall be the Criterion on which the said Water Rate shall be ascertained.

4. The Purchase Money or Compensation to be paid to the said Marquis for his Rights and Interests in the Property taken by the Commissioners under the Powers of the Act shall be settled by Arbitration, to be conducted and the Costs thereof paid in manner provided by "The Lands Clauses Consolidation Act, 1845."
5. The said Bill shall have a Clause inserted for the Confirmation of this Agreement, which shall be scheduled to the Act.
6. If the said Bill shall not pass through the Legislature this Agreement shall be void.
7. All Costs and Expenses incident to the Preparation and Execution of any Deed or Instrument for the Purpose of carrying this Agreement more fully into effect shall be borne and paid by the said Commissioners.

As witness the Hands of the said respective Solicitors, the Day and Year first above written.

(Signed) STONE, WALL, and SIMPSON.
HALSE, TRUSTRAM, and BIRT.
W. C. CRIPPS.

C.

ARTICLES of AGREEMENT made the Third Day of April One thousand eight hundred and sixty-five between Philip Roberts of Upper Montague Street, Russell Square, in the County of Middlesex, Esquire, of the one Part, and the Tunbridge Wells Improvement Commissioners (by their Solicitors Messrs. Halse, Trustram, and Birt, and Mr. William Charles Cripps) of the other Part.

WHEREAS a Bill is now pending in the present Session of Parliament entitled "A Bill for a better Water Supply to Tunbridge "Wells and Places near thereto, and for other Purposes," and by such Bill it is proposed to empower the Commissioners from Time to Time to take and use such of the Lands shown on the deposited Plans and in the deposited Books of Reference as they should from Time to Time think fit, or where they think fit to purchase

chase any Easement or Right in, over, or affecting any of those Lands without taking the Lands or any other Estates or Interest therein: And whereas the said Philip Roberts is the Owner of an Estate containing One hundred and forty-seven Acres or thereabouts in the Parishes of Brenchley and Pembury in the County of Kent, some Part whereof will or may be required by the Commissioners for the Purposes of their Undertaking, and the following Provisions have been entered into and are hereby agreed on between the Parties in respect thereto; that is to say,

1. If the Commissioners take any Land Part of the Estate they shall take the Land subject to the Exception of the User and Enjoyment by the Owners, Lessees, and Occupiers of the Estate of the Surface of the Land so taken and from Time to Time not occupied by any of the Buildings or Works of the Commissioners, but without Prejudice to the Right of the Commissioners from Time to Time to place, use, examine, maintain, repair, renew, or replace in the Land so taken any Pipes or Apparatus, the Commissioners thereby doing as little Damage to the Surface of the Land as reasonably can be.

2. If the Commissioners take, divert, or interfere with any Spring or Stream of Water now flowing through or immediately adjoining the Estate (particularly the Loudwell Spring), the Owner of the Estate when he thinks fit may provide, maintain, and use a Water-ram with proper and sufficient Supply Pipe, Rising Main, Overflow Pipe, and other Apparatus connected therewith, and so that by means of the Water-ram there shall be supplied to the Farm and Lands and any Buildings of the said Owner now or hereafter to be erected on his Estate such a Quantity of Water, not exceeding in any One Day of Twenty-four Hours One thousand Gallons, as he thinks fit.

3. So far as is requisite, the Water-ram and the Pipes and Apparatus connected therewith or with the Works of the Commissioners may be made, maintained, and used in the Lands and Works of the Commissioners, and the Owner of the Estate from Time to Time may examine, repair, renew, and replace in those Lands and Works the Water-ram and the Pipes and Apparatus connected therewith, doing as little Damage to the Lands and Works of the Commissioners as reasonably can be.

4. The Situation and Construction of the Water-ram, and the Length and Bore and Fall of the Supply Pipe, and the Bore of the Rising Main, and the Situation and Mode of the Connexion of the Supply Pipe, and all other Matters relating to the Water-ram and such Parts of the Pipes and Apparatus connected therewith as are provided in the Lands of the Commissioners, shall be determined by the Engineer to the Commissioners to the reasonable Satisfaction of the Owner of the Estate,

Estate, and in case of Difference the same shall be settled by Arbitration in the usual Way.

5. The Water-ram and the Pipes and Apparatus connected therewith shall be the Property of the Owner of the Estate, and shall be constructed, maintained, repaired, and used so as to avoid all needless Waste of the Water of the Commissioners.

6. If and whenever the Water-ram or any Pipe or Apparatus connected therewith is out of repair, or in such Condition as to occasion any needless Waste of the Water of the Commissioners, they may require the Owner of the Estate to repair or make good the same, and if he fail so to do within Six Days after Notice in that Behalf from the Commissioners in Writing delivered to him or left for him on the Estate, they may repair or make good the same at his Expense.

7. If and whenever the Water-ram or any Pipe or Apparatus connected therewith is out of repair or in such Condition as to occasion any needless Waste of the Water of the Commissioners, they may stop off the Supply of Water to the Water-ram until the same or the Pipe or Apparatus is repaired or made good.

(Signed) PH. ROBERTS.
HALSE, TRUSTRAM, and BIRT.
W. C. CRIPPS,
per W. P. TRUSTRAM.

D.

AGREEMENT made this Third Day of April One thousand eight hundred and sixty-five between Henry Bradshaw, of Lifton in the County of Devon, Esquire, of the one Part, and the Tunbridge Wells Improvement Commissioners of the other Part.

WHEREAS a Bill is now pending in Parliament entitled a Bill for a better Water Supply to Tunbridge Wells and other Places near thereto, and for other Purposes, whereby it is amongst other things proposed to authorize the said Commissioners from Time to Time to enter upon, take, and use such of the Lands shown on the deposited Plans and deposited Books of Reference on the said Bill as they from Time to Time might think fit, or to purchase any Easement or Right in, over, or affecting any of the said Lands without taking the Lands or any other Estate or Interest therein, and also to make and maintain the Works and do the Things in the said Bill mentioned: And whereas the said Henry Bradshaw is Tenant for Life in possession of a Freehold Estate at Pembury in the County of Kent, through which it is proposed that the said Line of Works shall pass, and which said Estate contains valuable Springs of Water which take their Rise therein, and Parts of the said Estate may or might be used

for

for Building Purposes: And whereas by the said Bill the said Commissioners seek Power to tap some of these Springs and draw off the Water therefrom, and the said Henry Bradshaw alleges that if the said Bill should pass into Law he will be deprived of the Water from the said Springs, and his said Estate will be otherwise injuriously affected by the intended Works of the said Commissioners: And whereas the said Henry Bradshaw has presented a Petition to Parliament against the said Bill: And whereas in order to avoid the Opposition of the said Henry Bradshaw, and in consideration of the said Opposition being withdrawn, the said Tunbridge Wells Improvement Commissioners have consented to enter into an Agreement, of which the following are the Heads:

1. If the said Bill should pass into Law and the said Commissioners shall require to take any Property or Interest in the said Estate belonging to the said Henry Bradshaw for the Purposes of their Undertaking they shall purchase and take the Freehold of Half a Chain of the Land belonging to the said Henry Bradshaw on each Side of the Centre Line of the Works shown on the deposited Plans, and shall be at liberty to lay down such Line of Pipes therein as may seem expedient to them for the Purposes of collecting, diverting, and carrying away of the Water arising from the said Springs, so far as they lawfully can or may by virtue of their Powers under any Act of Parliament they may obtain for that Purpose.
2. The said Henry Bradshaw or the Owner for the Time being of the said Estate, or the Tenants, Lessees, or other Occupiers thereof, shall not raise, take, or divert any Water on the said Estate within a Limit of Two Chains in Length from the Southern Extremity of the proposed Line of Pipes shown on Two Copies of Part of the deposited Plans signed by the Parties hereto, or within One Chain on either Side of the said Line of Pipes, or within One Chain on either Side, also of the further Distance of Two Chains from the Southern Extremity of the proposed Line of Pipes as aforesaid as coloured Red on the said Plan, but on all other Parts of the said Estate the said Henry Bradshaw or the Owner for the Time being of the said Estate shall be at liberty to sink Wells and draw Water therefrom, or to tap Springs, as he or they may think proper for the Purposes of the said Estate, or for any other Purpose whatever.
3. The said Commissioners shall not in any Manner interfere with any existing Rights of Way over the said Estate in any Matters connected with their Undertaking.
4. No Buildings or Works of any kind shall be erected and built by the said Commissioners on the said Land so agreed to be purchased by them, save and except the necessary Tanks or Reservoirs for collecting Water along the Line of the said pipes, such Tanks not to exceed Twelve in Number and Six Feet

Feet Square in Measurement, and also not to be more than Three Feet above the Surface of the Ground, the said Tanks to be properly covered in by the said Commissioners when made, and to be always kept in a substantial State of Repair.

5. The said Commissioners shall restore the Surface of the aforesaid Lands so agreed to be purchased by them (except as to the Surface occupied by the aforesaid Reservoirs or Tanks) to its original State or as near thereto as may be within Three Months from the Commencement of their Works on the said Lands.

6. The said Henry Bradshaw or other the Owner for the Time being of the said Estate, his and their Tenants, Lessees, and Occupiers, shall have the free and uninterrupted User of the Surface of the said Land so agreed to be taken by the said Commissioners, except where used by them for the Purposes of their Water Tanks as aforesaid, subject however to the Rights of the said Commissioners to enter upon the said Lands so purchased by them at any Time to repair, restore, or replace their said Pipes, and after every such Reparation and Amendment the said Land shall be restored as aforesaid within One Month from the Commencement of the said Repairs.

7. The Purchase Money and Compensation to be paid by the said Commissioners as well for the Value of the Right and Interest of the said Henry Bradshaw and of the Persons entitled in remainder and reversion to and in the said Water to be taken and appropriated by the said Commissioners, and of the Land to be so purchased and used as aforesaid, as also for the injurious affecting of the said Estate generally by the Works of the Commissioners, and by the Exercise of the Powers to be conferred by the said Act if and when obtained, shall be ascertained in manner herein-after provided, and such Purchase Money and Compensation shall be paid by them in manner herein-after mentioned within Three Months from the Date of the Award by which the Amount shall be ascertained; and if from any Cause the said Purchase Money and Compensation shall not be paid within that Time, then the said Commissioners shall pay Interest thereon at the Rate of Five per Centum per Annum from that Time until Payment as aforesaid. All such Purchase and Compensation Monies shall be paid into the Court of Chancery to the Credit of the Cause of "Bradshaw v. Fane, ex parte the Tunbridge Wells (Commissioners) Waterworks," the Account of Money arising from the Estate at Pembury in the County of Kent.

8. The said Commissioners shall at their own Expense agree and settle with the present Lessee of the said Estate (who holds a Lease thereof which will expire on the Tenth Day of October One thousand eight hundred and sixty-eight) for his Interest

in the Part of the said Premises which the said Commissioners have hereby agreed to purchase, and for all Loss or Damage which may be occasioned to him by reason of the laying down of the Pipes, abstracting or diverting the Water on the said Estate, or other the Works proposed to be made and done by the said Commissioners, and such Agreement shall provide that no Diminution shall be made as between the said Lessee and the said Henry Bradshaw of the Rent reserved and payable to the said Henry Bradshaw under the said existing Lease.

9. The Purchase Money and Compensation to be paid by the said Commissioners as aforesaid under this Agreement shall be left to the Determination of Mr. Henry Baker, of Kilburn in the County of Middlesex, Surveyor, and Mr. William Eve, of Union Court, Old Broad Street, in the City of London, Surveyor, and in case they cannot agree then to the Arbitration and Award of Frederick Clark, of Lancaster Place, Strand, Auctioneer, Valuer, and Estate Agent, such Arbitration and Award to be conducted in manner provided by "The Lands Clauses Consolidation Act, 1845."

10. None of the compulsory Powers in the said Act to be contained for acquiring Lands or the Water therein or otherwise shall be applicable to or used over or upon Lands of the said Henry Bradshaw, except as to the Land hereby agreed to be sold to the said Commissioners.

11. All the Costs, Charges, and Expenses of the said Henry Bradshaw's Opposition to the said Bill, and of and incident to his Petition against the same, including Surveyor's Fees in connexion therewith, also all his Costs, Charges, and Expenses of negotiating this present Agreement, and drawing and finally completing same, shall be paid by the said Commissioners within Six Months after the passing of the said Act, and the said Commissioners shall also pay all the Costs, Charges, and Expenses of the said Henry Bradshaw incident to the Purchase and taking of the said Land and Water, and to the ascertaining and settling of the Purchase Money or Compensation to be paid for the same as aforesaid, or which have been incurred in consequence thereof, subject nevertheless to the Provisions as to Costs contained in "The Lands Clauses Consolidation Act, 1845," in the event of a larger Sum not being awarded than shall have been offered by the Commissioners prior to the Arbitration, as well as the Costs of the Investment of the said Purchase and Compensation Money according to the Provisions of "The Lands Clauses Consolidation Act."

12. The Expenses of the necessary Application to the Court of Chancery in the said Suit to sanction this Agreement, and also the Costs of the Trustees of the said Estate, shall also be paid by the said Commissioners.

13. Neither

13. Neither Side to be allowed to call more than Three Surveyors as Witnesses before the Umpire.

14. This Agreement shall be subject in all Things to the Approval of the Court of Chancery, such Approval to be obtained in the Suit, and shall be null and void if not so approved, except as to any Costs and Expenses herein-before referred to which the said Henry Bradshaw shall have then incurred, and which under this Agreement are to be paid to him by the Commissioners.

(Signed) FRANCIS G. MOLYNEUX (Chairman).
JOHN STONE WIGG.
JOHN COLBRAN.
CHARLES TRUSTRAM.
HENRY EDWARDS.
HENRY BRADSHAW.

Seal of the Tunbridge Wells Local Board.

Signed by the said Francis George Molyneux, John Stone Wigg, John Colbran, and Charles Trustram, Four of the Tunbridge Wells Improvement Commissioners, and the Seal of the Local Board affixed, in the Presence of

W. P. TRUSTRAM,
Solicitor,
Tunbridge Wells.

Signed by the said Henry Edwards, One of the Tunbridge Wells Improvement Commissioners, in the Presence of

CHARLES ROWE,
Clerk to Halse, Trustram, and Birt,
Solicitors,
Tunbridge Wells.

Witness to the Signature of Henry Bradshaw,
W. REINFRED, A. H. ARUNDEL,
Lifton,
Devon.

E.

ARTICLES of AGREEMENT made this Third Day of April One thousand eight hundred and sixty-five between Frederick David Goldsmid, of Somerhill Park in the Parish of Tunbridge in the County of Kent, Esquire (by Messrs. Stephens and Son, his Solicitors), of the one Part, and the Tunbridge Wells Improvement Commissioners (by Messrs. Halse, Trustram, and Birt, and Mr. William Charles Cripps, their Solicitors) of the other Part.

WHEREAS a Bill is now pending in the present Session of Parliament entitled "A Bill for a better Water Supply to Tunbridge Wells and "Places near thereto, and for other Purposes," and it is proposed by the

the said Bill to empower the Commissioners to enter upon certain Lands belonging to the said Frederick David Goldsmid, being a Portion of the Somerhill Estate, and to appropriate and take the Water of certain Springs therein, and to lay down Aqueducts and Lines of Pipes for the Purpose of collecting such Water and for conveying the same out of such Land to Reservoirs to be constructed by the said Commissioners, and also to lay down a Main or Line of Pipes through Part of the said Land for the Purpose of conveying Water through the same, and the following Arrangements have been entered into and are hereby agreed on in reference thereto; that is to say,

1. The said Frederick David Goldsmid, having petitioned against the said Bill, has agreed to withdraw his Opposition thereto upon the Terms and Conditions after mentioned.
2. The Commissioners to relinquish the Portion of their Scheme which seeks to appropriate the Water of the Springs in the Land of the said Frederick David Goldsmid, and to exclude the same from the said Bill, and to limit their proposed Power to lay the aforesaid Main to an Easement only, without any compulsory Power to take or purchase any Part of the Land for that Purpose.
3. The Compensation to be paid by the Commissioners for the Easement or Right to lay the said Main shall be ascertained by Mr. Norton, of No. 62, Old Bond Street, in the City of London, Auctioneer and Valuer, as Arbitrator between the Parties, subject to the Provisions of "The Lands Clauses Consolidation Act, 1845," as to Costs in the event of Mr. Goldsmid's refusing such Sum as may be offered by the Commissioners.
4. The Commissioners shall pay the Costs of the said Frederick David Goldsmid's Opposition to the said Bill, including therein his Engineer's Expenses, such Engineer's Expenses not to exceed the Sum of Twenty-six Pounds Five Shillings.
5. If the said Bill should not pass into Law this Agreement shall be void.

(Signed) STEPHENS and SON,
for F. D. GOLDSMID.
HALSE, TRUSTRAM, and BIRT.
W. C. CRIPPS,
per W. P. TRUSTRAM.

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