CHAP. cxii.

An Act for better supplying with Water the towns of Walton, Weybridge, Chertsey, Byfleet, Cobham, and Shepperton, and the several parishes and places adjacent thereto, in the counties of Middlesex and Surrey; and for other purposes. [12th July 1869.]

A.D. 1869.

WHEREAS the present supply of water to the several towns, parishes, and places herein-after mentioned, in the counties of Middlesex and Surrey, is insufficient for the wants of the inhabitants thereof, and it is expedient to increase and improve such supply, and for such purposes to make and maintain the works herein-after mentioned:

And whereas the parties herein-after named, and others, are willing at their own expense to provide such increased and improved supply, and to make and maintain such works, and are desirous of being incorporated as a Company for that purpose:

And whereas plans and sections showing the lines and levels of the proposed works, and the lands to be taken for the purposes thereof, and books of reference to those plans containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of those lands, have been deposited with the respective clerks of the peace for the counties of Middlesex and Surrey, 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 aforesaid cannot be effected without the authority of Parliament:

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

Short title.

1. In citing this Act for any purpose it shall be sufficient to use the expression "The West Surrey Water Act, 1869."

A.D. 1869.

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

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Waterworks Clauses Acts, 1847 and 1863," (save in so far as the provisions of those Acts are varied or excepted by this Act,) shall be incorporated with this Act.

Same meanings to words in incorporated Acts as in this Act.

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

Limits of Act for supply of water.

4. The limits of this Act for the supply of water by the Company shall be as follows; (that is to say,) the towns, parishes, and places of Walton, Weybridge, Chertsey, Byfleet, Cobham, and Shepperton in the county of Surrey, and Walton and Shepperton in the county of Middlesex.

Incorporation of Company.

5. Jason Gurney, John McMillan, Archibald Hurst, and all other persons and corporations who have already subscribed or shall hereafter subscribe to the undertaking, and their executors, administrators, successors, and assigns respectively, shall be and they are hereby united into a Company for the purpose of making and maintaining the works and for other the purposes of this Act, and for those purposes shall be incorporated by the name of "the West Surrey Water Company," and by that name shall be a body corporate, with perpetual succession and a common seal, with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to make waterworks.

6. Subject to the provisions of this Act, the Company may make and maintain the works in the line and according to the levels shown on the deposited plans and sections, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose.

Limits of vertical deviation.

7. In constructing the waterworks the Company may deviate vertically from the levels thereof, as shown on the sections, to any

extent not exceeding three feet in the case of reservoirs, and five feet in other cases, except with the consent of landowners.

Amount of capital.

8. The capital of the Company shall be twenty-five thousand pounds, in two thousand five hundred shares of ten pounds each.

Shares not to issue until one fifth been paid up.

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

Calls.

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

Receipt for disqualified persons.

11. If any money be payable to any shareholder being a minor, idiot, or lunatic, the receipt of his respective guardian or committee shall be a sufficient discharge to the Company for the same.

Power to borrow on mortgage.

12. The Company may from time to time borrow on mortgage any sum not exceeding in the whole six thousand pounds, but no part thereof shall be borrowed until the whole capital of twenty-five thousand pounds is subscribed for, issued, and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the 40th section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the capital has been issued and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the subscribers or their assigns, and that such subscribers or their assigns are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

Arrears may be enforced by appointment of a receiver.

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

Monies borrowed on mortgage

14. All monies to be borrowed on mortgage under this Act, from the time when the said money shall be advanced, and the interest

A.D. 1869.

to have priority.

for the time being due thereon, shall have priority against the Company, and the property from time to time of the Company, over all other claims on account of any debts incurred or to be incurred or engagements entered into or to be entered into by them: Provided always, that such priority shall not prejudice or affect any claim, right, or remedy against the Company or their property in respect of any rentcharge to be granted by them in pursuance of the provisions of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860;" nor shall anything in this section contained prejudice or affect any claim or lien in respect of any land taken, used, or occupied by the Company for the purposes of the works, or injuriously affected by the construction thereof, or by the exercise of any of the powers by this Act conferred on the Company.

Application of monies.

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

First ordinary meeting.

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

Advertisements.

17. The newspapers for advertisements shall be any newspaper published and circulating in either of the counties of Surrey or Middlesex respectively.

Quorum of general meetings.

18. The quorum for any general meeting of the Company, whether ordinary or extraordinary, shall be ten shareholders, holding in the aggregate not less than one tenth part of the capital of the Company which may then have been subscribed.

Manner of voting at meetings.

19. At all meetings of the Company every holder of five shares and under shall be entitled to one vote, and every shareholder shall be entitled to an additional vote for every five shares held by him beyond the first five.

Number of shareholders to convene extraordinary meeting.

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

Number of directors.

21. The number of directors shall not exceed six, and the Company may from time to time reduce the number, provided that the number be not less than three.

Qualification of directors.

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

Quorum.

23. The quorum of the meeting of directors shall be three, and if the number of directors be reduced to three the quorum shall be two.

First directors.

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

Election of directors.

Contracts made with any member of the local government board not to disqualify.

25. Any contract made or to be made with the members of any local board constituted under "The Local Government Act, 1858," shall not disqualify any such members for the office of directors, but no director shall vote on any question affecting a contract in which he has an interest.

Power to purchase lands, &c. by agreement.

26. The Company may from time to time, and in addition to the other lands and premises which they are by this Act authorized to take, but only by agreement with the owners of any lands, and with the consent of the parties interested in and entitled to sell the same, purchase any lands which the Company from time to time require for the purposes of this Act, not exceeding five acres, and any easement, power, or authority, except rights of water, in or over the same, on such terms as may be mutually agreed on.

Power to grant easements to Company.

27. All persons authorized by "The Lands Clauses Act, 1845," to sell and convey lands may grant to the Company any easement, liberty, or privilege in or over lands which the Company are by this Act authorized to acquire, and the provisions of "The Lands Clauses Acts, 1845," as amended by "The Lands Clauses Consolidation Acts Amendment Act, 1860," with reference to the purchase of lands by agreement, shall extend to the purchase by agreement of such easements, liberties, and privileges in or over lands.

Powers for compulsory purchases limited.

28. The powers of this Act for the compulsory purchase of land shall not be exercised after the expiration of three years from the passing of this Act.

Period within which waterworks are to be made.

29. The works hereby authorized shall be completed within five years from the passing of this Act, and on the expiration of that

A.D. 1869.

period the powers by this Act or the incorporated Acts granted to the Company for the construction of those works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the works as shall then be completed: Provided always, that nothing in this Act contained shall extend or be construed to extend to restrain the Company from enlarging and extending their mains and pipes and works from time to time, whenever it shall be necessary for the purposes of supplying water within the limits of this Act.

Confirming agreement.

30. The agreement bearing date the 19th day of March 1869, and made between the Honorable Francis Egerton of the one part, and John MacMillan and Archibald Hurst of the other part (a copy of which is set forth in the schedule to this Act), shall be and the same is hereby confirmed and made binding on the parties thereto.

Water not necessarily under pressure.

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

Rate at which water is to be supplied for domestic purposes.

32. The Company shall, at the request of any owner or occupier of any house or part of a house in any street in which any pipe of the Company shall be laid, or on the application of any person who, under the provisions of this Act or of any Act incorporated herewith, shall be entitled to demand a supply of water for domestic purposes, furnish to such owner or occupier, or other person, a sufficient supply of water for domestic use, at rates not exceeding the rates herein-after specified; (that is to say,)

Where the annual rackrent or value of the premises so supplied with water shall not exceed eight pounds per annum, at a rate not exceeding twopence per week:

Where such rent or value shall be above eight pounds and not exceed twenty pounds per annum, at a rate per centum per annum not exceeding six pounds:

Where such rent or value shall be above twenty pounds, at a rate per centum per annum not exceeding five pounds.

Rates for watercloseted.

33. In addition to the rates herein-before defined, the Company may, where a house contains more than one watercloset, charge for every additional watercloset the sum of five shillings per annum, and the Company may charge for every bath the sum of five shillings per annum.

Houses to be supplied under certain regulations.

34. The Company shall not be bound to supply any water unless the cisterns, pipes, and cocks necessary for such supply shall be constructed of such strength, material, and size, and on such principle, as shall be required or approved of by the Company, and be used so as to prevent the waste or undue consumption of the water

of the Company, and the return of foul air and other noisome or impure matter into the pipes belonging to or connected with the mains or pipes of the Company.

Water for other than domestic purposes to be supplied by agreement.

35. It shall be lawful for the Company to supply any person with water for other than domestic purposes for such remuneration, and upon such terms and conditions, as shall be agreed upon between the Company and the persons desirous of having such supply of water.

Company may charge by quantity in certain cases.

36. The Company shall at the request of any consumer of water for purposes other than the purposes for or in respect of which the rates or charges are herein-before provided or limited, or at their own instance, but not so as to prejudice or limit the supply for such purposes, afford a supply of water by means of a meter or other instrument or mode for measuring and ascertaining the quantity of water so supplied, and may charge for such supply not exceeding the following rates per one thousand gallons; (that is to say,)

When the quarterly consumption of water shall not exceed one hundred thousand gallons, sevenpence:

When exceeding one hundred thousand gallons and not exceeding two hundred thousand gallons, sixpence:

When exceeding two hundred thousand gallons and not exceeding four hundred thousand gallons, fourpence.

Company may let meters.

37. The Company may let for hire any meter or instrument for ascertaining the quantity of water consumed or supplied, and any fittings for the conveyance of such water, for such remuneration in money as shall be agreed upon between the Company and any person to whom the same may be so let, and such remuneration shall be recoverable in the same manner as the rents or sums due to the Company for water, and such meters and fittings shall not be subject to distress for rent of the premises where the same may be used, nor to be taken in execution under any process of a court of law or equity, or any adjudication in bankruptcy or sequestration, against the person in whose possession the same may be.

Contracts for supplying water for public purposes.

38. The Company, and the commissioners and local board of health of any town or place, or other public body, and the authorities of any parish or public institution, may from time to time enter into and carry into effect any contract or arrangement for the supply of water by the Company for the purposes mentioned in the section of "The Waterworks Clauses Act, 1847," numbered thirty-seven, and for other public purposes, and also for the supply of fountains or for any ornamental purposes within the limits of this Act, for any period not exceeding, under any one such contract or

A.D. 1869.

arrangement, seven years, and may from time to time by mutual consent vary, suspend, or rescind any such contract or arrangement, and enter into and carry into effect other contracts or arrangements in lieu thereof or in addition thereto; and any commissioners, local board of health, public body, or persons, may apply for the purposes of any such contract or arrangement, and in payment of any periodical or other remuneration, or other consideration payable to the Company under or by virtue thereof, any income which they the said commissioners and board of health, public body, or persons, have raised or may raise under the powers and authorities vested in them respectively.

Incoming tenant not liable to pay arrears of water rate.

39. In case any consumer of the water of the Company shall leave the premises where such water has been supplied without paying to the Company the rate due from him, the Company shall not be entitled to require from the next tenant of such premises the payment of the arrears left unpaid by the former tenant, unless such incoming tenant shall have undertaken with the Company or with the former tenant to pay or exonerate him from the payment of such arrears, but the Company shall supply their water to such incoming tenant upon the usual terms and conditions, upon being required by him so to do.

Recovery of sums.

40. Whenever any person neglects to pay any rate or sum due to the Company, the Company may recover the same with full costs of suit in any court of competent jurisdiction, and the remedies of the Company under this enactment shall be in addition to their other remedies for the recovery of such rate or sum.

Undisputed rates, &c. may be recovered by distress.

41. All water rates or rents due to the Company, and all damages, costs, and expenses by this Act, or any Act incorporated herewith, directed to be paid, and the amount whereof shall not be disputed, may be levied by distress, and any justice on application may issue his warrant accordingly, the person in default having been first duly summoned.

Several names in one warrant.

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

Costs of distress.

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

Liability to rates not to disqualify justices.

44. No justice or judge of any county court shall, except as by this Act provided, be disqualified for acting in the execution of this Act by reason of his being liable to any rate, rent, or charge under this Act, or of his being a shareholder in the Company.

Penalties not cumulative.

45. Penalties imposed on the Company by several Acts for one and the same offence shall not be cumulative, and for this purpose this Act and the Acts incorporated therewith shall be deemed several Acts.

Reservoir to be roofed in.

46. Every reservoir in which water is stored by the Company shall be roofed in or otherwise covered over.

Company to pay compensation to Conservators of river Thames.

47. Whereas the Conservators of the river Thames are or claim to be the owners of the bed, soil, and waters of the river Thames: Therefore the Company shall pay to the Conservators of the river Thames, in full satisfaction of all injury to the said navigation, and for the water taken therefrom, and in lieu of any compensation of whatsoever nature or kind, the sums following; (that is to say,) if the water so taken in any year shall not exceed the average quantity of five hundred thousand gallons a day, the sum of fifty pounds, and if it shall exceed the average quantity of five hundred thousand gallons a day and shall not exceed the average quantity of one million gallons a day, the sum of one hundred pounds, and so on in a similar proportion for any additional water taken from the said river. The sums to be paid by the Company to the conservators under this section shall be payable on the 1st day of January in every year in respect of the water taken from the river Thames during the preceding year.

Limiting quantity of water to be taken from the river Thames.

48. The Company shall not take from the river Thames in any year commencing on the 1st day of January a greater quantity of water than after the rate of three millions of gallons a day.

Conservators to have access to the works of the Company.

49. For the purpose of ascertaining the quantity of water which shall be pumped by the Company, it shall be lawful for the Conservators of the river Thames, by their engineer or by any other person or persons duly authorized by them for the purpose, to enter upon the premises of the Company at all reasonable hours, and to have free access to such of the works and machinery as may be necessary to enable him or them to ascertain the quantity of water which is pumped by the Company.

Provision for estimating the supply of water to the Company.

50. If at any time hereafter the Conservators of the river Thames shall have reason to believe that the Company are taking a greater quantity of water than the one million of gallons in each twenty-four hours, the Company, on being required by the conservators so to do, shall at their own expense cause proper mechanical counters for counting and registering the strokes of all their pumps by which

A.D. 1869.

such water shall be in the first instance pumped up, to be affixed to and worked by such pumps; and such counters shall be constructed, affixed, and worked to the reasonable satisfaction of the engineer for the time being of the Conservators of the Thames; and their engineer, and every other person or persons duly authorized by them for the purpose, shall at all seasonable times have free access to and full liberty to inspect such counters, and to take notes of the amount of water thereby registered; and it shall be lawful for the conservators, if they shall think fit, from time to time and at all times to affix and use their own counters at their own expense for the purposes of this present provision, and the Company shall afford all facilities to the conservators for affixing and using and inspecting the same, and taking notes of the result of such inspection.

Saving rights of the Conservators of the river Thames.

51. Except as is herein expressly provided, nothing in this Act contained shall increase or extend, or be construed to extend, to prejudice or derogate from the estates, rights, interests, liberties, privileges, or franchises of the Conservators of the river Thames, or to prohibit, defeat, alter, or diminish any power, authority, or jurisdiction which at the time of the passing of this Act the said conservators did or might lawfully claim, use, or exercise.

For protection of London and South-western Railway.

52. For the protection of the London and South-western Railway Company (in this section called "the South-western Company"), the several provisions of the section shall have full effect:

(*a.*) The proposed line of conduit shown on the deposited plans, and therein called No. 1, shall, where it is proposed to cross the South-western Company's main line of railway, be made and maintained in the roadway carried over that railway by means of the bridge numbered on those deposited plans 6, in the parish of Walton-on-Thames, and not otherwise:

(*b.*) That line of conduit shall be made and maintained of such dimensions, in such line, on such level, and in such manner as not in any degree, whether during the construction of that line of conduit or at any time thereafter, to lessen or prejudice the permanency or stability of that bridge or its conveniences for railway purposes, or of any part of the South-western Company's railway, works, or conveniences, or obstruct or prejudice the same railway, works, or conveniences, or any of them, or to cause any additional expense to the South-western Company in the maintenance thereof, or of any part of the roadway over that bridge:

(*c.*) In order thereto the Company from time to time shall submit to the South-western Company's principal engineer a

proper and sufficient description, plan, section, and specification of all such works as may affect the South-western Company's railway, works, or lands, for his consideration and reasonable approval thereof, and if in any case he do not within one month after the delivery thereof to him approve the same, with such modifications, if any, thereof as he reasonably requires, and sign the same in testimony of his approval thereof, and deliver the same so signed to the Company, or if the Company object to any modification thereof required by him, then they may submit the same to a competent and impartial civil engineer, appointed on the application of the two Companies, or either of them, by the Board of Trade, for his consideration and reasonable approval thereof, his approval to be in like manner attested by his signature; and the Company shall not begin the execution of any of the works so shown on the plan unless and until the same, with the section and specification thereof, are so approved:

(*d.*) Those works, so far as they affect any part of the South-western Company's railway, works, and conveniences, shall be made and maintained by and at the expense of the Company in accordance with the plan, section, and specification so approved, and under the superintendence and to the reasonable satisfaction of the South-western Company's principal engineer, who from time to time may, at the expense of the Company, appoint and employ such inspector and watchmen to superintend the execution of the works, and to secure the safety and non-interruption of the South-western Company's railway, works, and conveniences, as he thinks proper:

(*e.*) The South-western Company, if and when they think fit, may execute for and at the expense of the Company all or any of the works which affect or interfere with any part of their railway, works, and conveniences:

(*f.*) The Company shall not, without the consent of the South-western Company testified by writing signed by their secretary, acquire any part of the land or property of the South-western Company, nor without the like consent shall they at any time or for any purpose take, use, intercept, or interfere with any of the waters now or at any time flowing or being upon any part of the South-western Company's lands or property, or within one hundred yards on either side of the South-western Company's main line of railway.

A.D. 1869.

Saving rights of London and South-western Railway Company.

53. Except only as is by this Act expressly provided, this Act, or anything herein contained, shall not take away, lessen, or prejudicially affect any of the estates, rights, interests, powers, and privileges of the London and South-western Railway Company.

For protection of Walton Bridge.

54. The waterworks shall be constructed and maintained subject to and in accordance with the provisions following, and not otherwise; (to wit,)

(*a.*) Where the aqueduct, conduit, or line of pipes crosses Walton Bridge, the work shall be executed in such a manner that the level of the roadway of the bridge shall not be altered, and the woodwork or ironwork of the bridge shall not be cut into:

(*b.*) Such works shall be executed, and whenever necessary repaired, at the expense of the Company to the satisfaction of the surveyor for the time being of the owner for the time being of the bridge: Provided that if he and the engineer of the Company differ, such difference shall be settled by an arbitrator to be appointed by the said surveyor and the Company's engineer:

(*c.*) The said works shall be so constructed and maintained as that the traffic on the bridge shall not be in anywise impeded:

(*d.*) The Company shall acquire an easement only in, upon, or over such part of the bridge and approaches as it may be necessary to cross or interfere with for the purposes of this Act:

(*e.*) The amount to be paid to the owner of the bridge for the acquisition of such easement shall be settled in case of difference by arbitration, under "The Lands Clauses Consolidation Act, 1845."

Damages to bridge to be made good.

55. The Company shall make good all damage that may be occasioned to Walton Bridge, or the approaches, by the construction, renewal, or want of repair of the waterworks by this Act authorized, and if for seven days after notice in writing given by the owner of the bridge to the Company they neglect to proceed with due diligence to make good such damage, the said owner may, if he thinks fit, make good the same, and the amount expended by him in so doing shall be paid to him by the Company: Provided always, that in any case of pressing necessity the said owner may proceed to make good such damages and recover payment for the same without giving such notice as aforesaid.

Saving rights of owner of

56. Except as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice,

alter, or affect any of the rights, privileges, property, powers, or authorities of the owner for the time being of Walton Bridge.

Walton Bridge.

Company to give notice before interfering with certain gas mains or pipes.

57. The Company shall not begin any work interfering with or in any way affecting any of the gas mains or pipes of the Walton-on-Thames and Weybridge Gas Company (in this Act called "the gas company") within the limits of this Act, unless at least fourteen days previous notice in writing of the intention so to do, describing the manner in which it is proposed to interfere with such mains or pipes, be given to the gas company (except in cases of pipes bursting or other accidents), and any work so affecting the mains or pipes of the gas company shall be executed to the reasonable satisfaction of the engineer for the time being of the gas company; and if any difference shall arise as to the sufficiency of the works for the protection of the mains and pipes of the gas company, such difference shall be settled by arbitration in the manner provided by this Act for the settlement of disputes by arbitration.

Expenses of Act.

58. All the costs, charges, expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

A.D. 1869.

SCHEDULE to which the foregoing Act refers.

AN AGREEMENT, made this 19th day of March 1869, between the Honorable Francis Egerton, M.P., a Captain in the Royal Navy, of the one part, and John Macmillan, of 7, Westminster Chambers, in the county of Middlesex, gentleman, and Archibald Hurst, of Manor House, Lower Halliford, in the county of Middlesex, gentleman, (herein-after called "the promoters,") of the other part.

WHEREAS a Bill has been introduced into Parliament by the promoters for an Act which is proposed to be called "The West Surrey Water Act, 1869," and in which it is intended to incorporate "The Lands Clauses Consolidation Acts" and "The Waterworks Clauses Acts," and by which it is intended to incorporate a Company for the construction and maintenance of waterworks for the supply of water to the towns and places of Walton, Weybridge, and others in the said Bill mentioned, and to empower the Company to take, for the purposes aforesaid, the lands shown in the plans, sections, and books of reference deposited with the clerks of the peace for the counties of Middlesex and Surrey:

And whereas the works proposed to be constructed by the Company include a reservoir to be situated in the said parish of Walton, on land known as St. George's Hill, part of the estates of the late Right Honorable Francis Earl of Ellesmere, and also certain conduits or lines of pipes proposed to be laid under lands partly belonging to the said estate, and the said Francis Egerton is entitled to such estate as tenant for life in possession under the will of the said Earl of Ellesmere:

And whereas, in order to protect the interests of the said Francis Egerton, the promoters agreed to enter into such stipulations as are herein-after on their part contained, and the parties hereto have accordingly come to the following arrangement:

Now, therefore, the parties hereto mutually agree (the promoters jointly and severally agreeing so as to bind as far as possible the Company when incorporated, and also to bind themselves personally bonâ fide,) to carry into effect the stipulations herein-after contained on their part, and to use their best endeavours to procure the confirmation and adoption by the Company of the stipulations herein-after contained on the part of the Company, and each party agreeing so far as the stipulations herein-after contained are to be performed or observed by or be obligatory upon that party, as follows; (that is to say,)

1. If the said Bill or a Bill for the like object shall be passed into an Act in thepresent or the next session of Parliament, the said Francis Egerton will sell to the Company such a quantity of land not exceeding one acre on St. George's Hill aforesaid as the Company may require for the construction of a reservoir,

and also so much land, or, in the option of the said Francis Egerton, the right or easement of laying conduit pipes under so much land as shall be reasonably required by the Company for the purpose of laying down and maintaining such of their conduit pipes as are shown in the said deposited plans to be intended to be laid under the said estate late of the said Earl of Ellesmere, but so that the land taken for the purpose of laying pipes, or the right to lay pipes under which shall be so taken, shall nowhere exceed six feet in breadth, upon the terms as to the price to be paid, the covenants to be entered into by the Company, and in other respects, set forth in the following stipulations.

2. The compensation to be paid for the land to be taken by the Company as the site of the reservoir, and for laying down pipes, or under which the right to lay down and maintain pipes shall be granted as an easement as aforesaid (as the case may be), and for the right to use the tramway or roadway herein-after mentioned, shall be determined by the surveyors of the said Francis Egerton and of the Company, and in case of their disagreement by a third surveyor to be nominated by them as umpire before they proceed to the determination of such compensation.

3. The Company shall not be entitled to enter upon any of the land until the sale shall be completed and the purchase money paid.

4. The Company will, for the protection of the said Francis Egerton and the other persons interested in the said estate under the will of the said late Earl of Ellesmere, enter into covenants to the effect following, which shall be entered into so as to bind the Company, their successors and assigns, and the lands to be purchased, and so that the benefit thereof may as far as possible run with the estate of which the said Francis Egerton is tenant for life as aforesaid.

5. The Company shall covenant to complete with all possible despatch upon the land to be taken for that purpose a covered reservoir for water, which shall not, without the consent of the owner for the time being of the said estate, exceed ten feet in depth, and which shall not be raised more than five feet in height above the surface of the adjacent land, and properly to arch over and cover with soil the top of such reservoir, and properly to embank the sides of the said reservoir, and plant the top and sides thereof with trees and shrubs in an ornamental manner, and enclose the same with an ornamental fence, and to construct the bottom and sides of the reservoir of clay puddle and concrete of the best quality, and of sufficient thickness to prevent leakage.

6. The Company shall also covenant that in constructing the reservoir and laying the pipes, as well as in executing any repairs of the reservoir, or repairing, relaying, or renewing the pipes at any future time or times, and in carting bricks and materials, and doing all other acts incidental to those objects, they will do as little injury as possible to any crops, plantations, or herbage upon the said estate, and will execute and do all such works and things in such manner as to occasion the least possible annoyance or injury to the owner, tenants, or occupiers of the said estate, and will for the aforesaid purpose adopt and act upon any suggestions which may be reasonably made by the said Francis Egerton, or other the owner or owners of the said estate, for the protection thereof, and that in exercising all or any of their rights or powers they will to the utmost of their power avoid interfering with or injuring the picturesque

A.D. 1869.

character of the said estate, or its capacity for being laid out or divided into building sites, or the future development of its advantages as building land.

7. The Company shall also covenant so to construct the proposed works as to avoid, so far as shall be in their power, injury to or interference with any of the springs of water on the said estate.

8. The access of the Company to the site of the reservoir shall be over the roadway or track commencing from and out of the road known as the Walton and Weybridge Road, and the Company shall not deviate from such track without the consent of the said Francis Egerton, or other the owner or owners of the said estate for the time being, and such track for the purposes of this agreement shall be deemed to be of an uniform width of sixteen feet. The Company shall also covenant forthwith either to lay down a tramway or to make a sufficient road upon the whole length of the said track for carting materials for the construction of the reservoir and execution of the works aforesaid, such tramway or road not to exceed sixteen feet in width, and to be in the direction and position of the after-mentioned right of way; and shall further covenant to keep such tramway or road in repair until the completion of the said reservoir, and upon such completion to remove such tramway and make good the roadway, and if a road shall be made to deliver up such road in good repair to the said Francis Egerton, or other the owner or owners of the said estate; and shall further covenant to require and cause all the materials used for the construction of the reservoir and pipes and other things carted for the execution of the said works to be carried along the said tramway or road, and not otherwise, and not to permit, and as far as possible to prevent, any workmen or others using the said tramway or road from trespassing on any adjacent or neighbouring land, or suffering any horses or carts to deviate from the said tramway or road to any adjoining land; and shall further covenant to warn workmen and others against trespassing, and if required by the said Francis Egerton, or other the owner or owners aforesaid, to dismiss or procure the dismissal of any workmen or others who shall wilfully commit or persevere in any such trespass. The Company shall also, from and after the completion of the said reservoir and re-delivery of the said road to the said Francis Egerton, or other the owner or owners aforesaid, and so long thereafter as the said reservoir shall continue to be used as a reservoir for the purposes of the Company, have a right of way for their servants and workmen in their employ on foot, with or without horses and carts, from off the said high road called the Walton and Weybridge Road, through the gate at the bottom of the avenue, up the said existing drive or track to the site of the said reservoir (such right of way being of an uniform width of sixteen feet), for the purpose only of examining and repairing the said reservoir, water mains, and other works when necessary, such right to be exerciseable at reasonable times in the daytime upon giving twenty-four hours prior notice to the said Francis Egerton, or other the owner or owners aforesaid, or his or their agent or bailiff; and the Company shall be bound and shall covenant to make good all damage done to the said road, drive, or track by such use thereof, with all needful repairs, to the reasonable satisfaction of the said Francis Egerton, or other the owner or owners aforesaid, under a payment (by way of liquidated damages) of two pound for every week that the Company shall omit to make such repairs after the expiration of one week from their being required so to do by the said Francis Egerton, or other the owner or owners aforesaid.

9. The Company shall also covenant to pay to the said Francis Egerton, or other the owner or owners of the said estate, or to the tenants thereof, or other the persons damnified, according to the circumstances, full and sufficient compensation for all injury to plantations, crops, or herbage (including the value of tillages and unexhausted manures), and all injury to or interference with the springs of water occasioned by or consequential upon or incidental to the original construction and laying of the reservoir and pipes, or the repairs, renewal, or relaying thereof respectively, or the construction or repairs of the said tramway or road, or the cartage of bricks or other materials or things for any of the purposes aforesaid, or arising from leakage or defective construction, or occasioned by trespass on the part of any workmen or others using the said tramway or road, or in any other manner occasioned by or consequential upon the acts or operations of the Company, the amount of such compensation, if not settled by agreement, to be, so far as shall depend on the said Francis Egerton on the one hand, and the Company on the other hand, referred to and settled by arbitration.

10. The Company shall also covenant to supply with water all houses and other buildings erected or to be erected on the said estate, on fair and reasonable terms, not exceeding those on which they shall supply water to the occupiers of other houses and buildings of similar classes and descriptions.

11. The Company shall also covenant not to allow the site of the reservoir to be used otherwise than for the purpose of a reservoir, and not to erect or put up, or permit to be erected or put up, on the land to be so taken by them as aforesaid any steam or other engine, or any engine house or building whatsoever, without the consent of the said owner, and not to cause or permit anything to be done on the said land which may be or grow to a disturbance, nuisance, or injury to the owner, tenants, or occupiers of the said estate, or any of them.

12. The Company shall also covenant to keep the said reservoir and the fences thereof in good and sufficient repair, and the plantations on the top and sides thereof in good ornamental condition, and to keep the ground or soil under which any pipes shall be laid level with the adjacent surface, and so as to be as far as possible undistinguishable therefrom; and whensoever the surface shall have been disturbed for the purpose of laying, repairing, relaying, or renewing any pipes, to restore such surface as speedily as possible to such level and uniform condition as aforesaid, and to permit the said Francis Egerton, or other the owner or owners of the said estate, his and their agents, to have access to and view the said reservoir and works twice or oftener in every year; and that it shall be lawful for them to give notice to the Company of all defects and wants of repair which shall be found or discovered, and that the Company will repair and amend the same within three calendar months after the receipt of such notice.

13. The costs of and incidental to the conveyance, including all costs and expenses mentioned in the 82nd section of "The Lands Clauses Consolidation Act, 1845," and also all surveyor's and other costs of and incidental to the carrying into effect of this agreement, and the expenses preliminary of and incidental to the preparation and execution of this agreement, shall be borne by the Company or by the promoters.

A.D. 1869.

14. If and so long as the said Francis Egerton, or other the owner or owners for the time being of the said estate, shall be willing to abide by and perform this agreement, and to convey to the Company the land to be required by them as aforesaid, upon the terms and subject to the restrictions, and conditionally upon the Company entering upon the covenants herein-before mentioned, the Company shall not, in respect of any lands forming part of the said estate, exercise any compulsory powers to be vested in them by any such Act as aforesaid.

15. The promoters will use their best endeavours to procure the confirmation of this agreement by the Act of Parliament now being promoted by them, or any Act of Parliament which may be promoted by them in this or the next session of Parliament with the like object, and will also (if and so far as the necessity of such adoption may not be precluded by such parliamentary confirmation as aforesaid) use their best endeavours to procure the confirmation and adoption of this agreement by the Company when incorporated.

16. Provided always, and it is hereby mutually agreed between the parties hereto, that if the said John McMillan and Archibald Hurst shall after the passing of the said Act procure from the Company an agreement to the same effect as the above written agreement, sealed with the common seal of the Company, and shall deliver such agreement so sealed as aforesaid to the said Francis Egerton, then and immediately thereupon all personal liability on the part of the said J. McMillan and Archibald Hurst, and of each of them, shall forthwith cease and determine; and this agreement is conditional upon the Company being incorporated and obtaining the requisite powers for executing the said works.

As witness the hands of the parties the day and year first above written.

(Signed) Francis Egerton.
Jno. McMillan.
A. Hurst.

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