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An Act to make provision for supplying the Borough of Yeovil with Water, for amending "The Borough of Yeovil Extension and Improvement Act, 1854;" and for other purposes. [4th July 1870.]

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WHEREAS by "The Borough of Yeovil Extension and Improvement Act, 1854," (in this Act referred to as "the existing Act,") powers were conferred on the mayor, aldermen, and burgesses of the borough of Yeovil (in this Act called "the Corporation") for constructing waterworks and supplying the borough of Yeovil (in this Act called "the borough") with water, but such powers have not been exercised and are now expired: 17 & 18 Vict. c. cxxv.

And whereas it is expedient that the Corporation be empowered to construct other waterworks and to supply water to the borough, and (subject to due provision for the wants of the borough) to the other places mentioned in that behalf in this Act:

And whereas for the enlargement and improvement of the Cattle Market Place in the borough, and for the alteration, improvement, and widening of the London Road and the Newton Road, in the borough, at or near the junction of those two roads, it is expedient that the Corporation be empowered to purchase additional lands in the borough:

And whereas plans and sections describing the lines, situations, and levels of the waterworks proposed to be constructed under the authority of this Act, and also plans of the lands proposed to be taken under this Act for enlarging the said market place and improving and widening the said roads, and books of reference to those plans respectively containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of lands in the line of the proposed waterworks, or within the limits of deviation as defined on the plans thereof, or proposed to be taken for the other purposes of this Act, and describing those lands respec-

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tively, have been deposited with the respective clerks of the peace for the counties of Dorset and Somerset, and the said plans, sections, and books of reference respectively are in this Act referred to as the deposited plans, sections, and books of reference:

And whereas it is expedient to amend the existing Act in various particulars, and to make further provision for the improvement of the borough:

And whereas by the existing Act powers were conferred on the Corporation for purchasing the undertaking of the Yeovil Gas and Coke Company, but those powers are inadequate for the purpose, and it is expedient to confer on the Corporation further and more effectual powers for purchasing the said undertaking:

And whereas it is expedient to define the qualification for the municipal franchise in and for the borough, in accordance with the general law:

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

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

Short title.

1. This Act may be cited as "The Yeovil Improvement Act, 1870."

This Act and existing Act to be as one Act.

2. This Act shall, so far as is consistent with the tenor thereof, be construed as and is hereby declared to be one Act with the existing Act as amended by this Act, and the expression "the Yeovil Acts" in this Act shall mean and include this Act and the existing Act as amended by this Act.

Repeal of part of existing Act as to waterworks, &c.

3. The sections of the existing Act numbered respectively 51 and 52, and 53 and 56, and 59 and 60, and 62 (relating to waterworks and water rates), and 55 (relating to supply under pressure), and 69 (limiting rates to be levied within the borough), are hereby repealed.

Provisions of general Acts herein named incorporated.

4. The following Acts and parts of Acts (as far as the same respectively are applicable for the purposes and are not inconsistent with the provisions of this Act) are hereby incorporated with this Act; (namely,)

The Lands Clauses Consolidation Acts, 1845, 1860, and 1869:

The Waterworks Clauses Acts, 1847 and 1863:

The clauses and provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the temporary occupation of lands near the railway during the construction thereof:

The clauses and provisions of "The Commissioners Clauses Act, 1847," with respect to the mortgages to be executed by the Commissioners (except section eighty-four of that Act), and Schedules B. and C. to that Act:

The section numbered 21 (relating to compensation for damage) of "The Towns Improvement Clauses Act, 1847:"

Provided that nothing in the Lands Clauses Consolidation Acts, 1845, 1860, and 1869 contained shall authorise the Corporation to take otherwise than by agreement any lands not described in the deposited plans and books of reference, and being within the limits of lateral deviation by this Act authorised.

Interpretation of terms.

5. Terms to which meanings are assigned in Acts incorporated wholly or in part with this Act, or which have therein special meanings, have in this Act the same respective meanings; and in the incorporated clauses and provisions of "The Commissioners Clauses Act, 1847," and "The Towns Improvement Clauses Act, 1847," the words "commissioners" shall mean the Corporation, and the words "clerk to the commissioners" shall mean the town clerk (including his deputy); and in this Act and (for the purposes of this Act) in the Acts incorporated wholly or in part with this Act the term "court of competent jurisdiction" shall have effect as if the debt or demand with respect to which it is used was a common simple contract debt, and not a debt or demand created by statute, and the term "superior courts" shall include county courts in all cases where the amount of the debt or demand is within the jurisdiction for the time being of county courts.

Temporary occupation of lands.

6. The clauses and provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the temporary occupation of lands incorporated with this Act, shall apply only to the tanks or reservoirs authorised by this Act and the works immediately connected therewith, and for the purposes of this Act those provisions shall be read as if tanks or reservoirs were therein mentioned instead of the railway, and the boundaries of tanks or reservoirs instead of the centre of the railway: Provided always, that this enactment or the recited provisions of "The Railways Clauses Consolidation Act, 1845," shall not apply to any lands of a railway company used for the purposes of their railway.

Limits of Act for purposes of water.

7. The limits of this Act for the purposes of water supply shall be,—

1. The borough:
2. That part of the parish of Yeovil which is without the borough, and the parishes or places of Melbury Bubb, Chetnole,

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Yetminster, Ryme Intrinseca, Bradford Abbas, and Clifton Maybank, in the county of Dorset, and the parishes of Barwick, otherwise Berwick, and Preston Plucknett, in the county of Somerset:

Provided that the Corporation shall not supply water to any place other than the borough so as to interfere with the proper supply of water for all purposes to the borough.

Power to make waterworks according to deposited plans.

8. Subject to the provisions of this Act, the Corporation may make and maintain in the lines or situations and according to the levels shown on the deposited plans and sections, the tanks or reservoirs, conduits, lines of pipes, and other waterworks shown on the deposited plans, with all proper embankments, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands described in the deposited plans and books of reference, and being within the limits of lateral deviation by this Act authorised, as they require for that purpose, and may purchase, enter upon, take, use, get, divert, and appropriate the streams, springs, waters, and sources of water shown on the deposited plans and described in the deposited books of reference.

Power to store and use water.

9. Subject to the provisions of this Act, the Corporation may from time to time take and store up in the tanks or reservoirs and works so to be constructed as aforesaid any waters which they are by this Act authorised to take, and may from time to time draw off and use for the purposes of this Act the waters so stored up, and for the purposes aforesaid may cover over, alter, and divert the course of the said springs, brooks, rivulets, streams, and drains, and their tributaries, to the extent and in manner shown on the deposited plans.

Limit of lateral deviation.

10. In the construction of the waterworks the Corporation may, subject as in this Act otherwise provided, deviate laterally from the lines thereof as shown on the deposited plans to the extent of the limits of lateral deviation marked thereon, and where the line of any pipe or conduit is shown on the said plans as intended to pass along a road, and no limits of lateral deviation are marked, they may deviate laterally from the line thereof to the extent of the boundaries of such road.

Limits of vertical deviation.

11. In the construction of the waterworks the Corporation may, subject as in this Act otherwise provided, deviate vertically from the levels shown on the deposited sections in the case of tanks or reservoirs to any extent not exceeding three feet upwards or three feet downwards, and in the case of other works to any extent not exceeding five feet upwards or five feet downwards.

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Confirming agreement with Lord Ilchester.

12. The agreement between the Right Honorable the Earl of Ilchester and the Corporation, a copy of which is set forth in the Schedule (C.) to this Act, is hereby confirmed, and shall be carried into effect accordingly.

For the protection of the Great Western Railway Company.

13. For the protection of the Great Western Railway Company (herein-after called the Great Western Company) the several provisions following shall have full effect:

(*a.*) The conduit or line of pipes numbered 1 on the deposited plans, which is shown on the said plans as crossing the railway of the Great Western Company in the parish of Yetminster, shall be carried under that railway at the point shown on the said plans and sections in such a manner as shall be approved of by the principal engineer of the Great Western Company, and so as to cause no interference with or obstruction to the maintenance or working of the said railway:

(*b.*) The conduit or line of pipes numbered 2 on the deposited plans shall be made and maintained where the same is situate on the lands or property of the Great Western Company in the manner and according to the line and levels shown on the said deposited plans and sections, and in such manner as to cause no interference with or obstruction to the maintenance or working of the said railway, and in carrying the said conduit under the said railway in the parish of Melbury Bubb, the same shall be carried under that railway at the point shown on the deposited plans and sections in such a manner as shall be approved of by the principal engineer of the Great Western Company, and so as to cause no interference with or obstruction to the maintenance or working of the said railway:

(*c.*) The tank or reservoir numbered 2 on the deposited plans shall be constructed at the point shown thereon, and no deviation in the site, position, or levels thereof shall be made without the consent in writing of the principal engineer of the Great Western Company:

(*d.*) The foregoing works respectively shall be made and maintained of such dimensions and character, in such lines, on such levels, and in such manner, as not in any degree to obstruct or prejudice any part of the Great Western Company's railway, or any of the works or conveniences thereof, or the carrying on of the traffic of such railway:

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(*e.*) In order thereto the Corporation from time to time shall submit to the Great Western Company's principal engineer proper and sufficient descriptions, plans, sections, and specifications of such parts of each of those works respectively as are to be made within thirty-five feet of the Great Western Company's railway works or lands for his consideration and reasonable approval thereof, and if in any case he does 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 engineer of the Corporation, on application made to him for that purpose by such engineer, or if the Corporation object to any modification thereof required by him, then they may submit the same to a competent and impartial civil engineer, to be appointed by agreement between the Corporation and the Great Western Company, or failing such agreement by the Board of Trade, for his consideration and reasonable approval, such approval in like manner to be testified by his signature, and the Corporation shall not begin the execution of any of the works so shown on the respective plans unless and until the same, with the sections and specifications thereof, are so approved, and such approval of the Board of Trade shall be at the expense of the Corporation:

(*f.*) The foregoing works respectively, so far as they directly or indirectly affect any part of the Great Western Company's railway, works, lands, and conveniences, shall be made and maintained by and at the expense of the Corporation (except as herein-after mentioned) in accordance with the plans, sections, and specifications so approved, and under the superintendence and to the reasonable satisfaction of the Great Western Company's principal engineer, who from time to time may at the expense of the Corporation appoint and employ such necessary inspectors and watchmen to superintend the execution of the works, and to secure the safety of the Great Western Company's railway, and to prevent interruption to the traffic thereon, as he thinks proper:

(*g.*) The Great Western Company if and when they think fit may execute for and at the expense of the Corporation, and may from time to time repair and maintain, also at the expense of the Corporation, all or any of those works

respectively which are to be made and maintained in, upon, or within thirty-five feet of any part of their said railway, works, conveniences, and lands; and if any dispute shall arise between the Corporation and the Great Western Company with regard to the costs reasonably incurred by the Great Western Company in executing such works, the same shall be settled by arbitration in manner provided by "The Railway Companies Arbitration Act, 1859," and for the purposes of such arbitration the Corporation shall be taken and considered in every respect as if they were a railway company:

(*h.*) The Corporation shall not without the consent of the Great Western Company, testified by writing, signed by their secretary, acquire any part of their lands or property, but if and where any of the works of the Corporation authorised by this Act, or any part thereof, is to be executed in or upon any land of the Great Western Company, the Corporation may acquire an easement or right of constructing and maintaining any such work on that land in such manner as not to prejudice any part of the Great Western Company's railway, works, and conveniences, or the passage of engines, waggons, and carriages over or along the said railway:

(*i.*) The Great Western Company may at any time or times, if considered necessary or desirable by them to do so, alter the site or position of the said conduit or line of pipes No. 2 on their railway, lands, or property, but in so doing they shall cause as little obstruction to the flow of water in or through the same, and shall do as little injury to the said conduit or line of pipes, as they possibly can, and the expense of any such alteration shall be borne and paid in such proportion as may be agreed upon between the Corporation and the Great Western Company, or failing agreement as may be determined by arbitration in the manner aforesaid:

(*k.*) The Great Western Company shall not be liable to the Corporation for any loss or damage which the Corporation may sustain in the event of accident to a train or to any engines, carriages, or waggons on the railway of the Great Western Company, by or in consequence of which any damage or injury is done to any aqueduct, culvert, or pipe of the Corporation, or whereby the flow of water in or through the same is impeded or stopped.

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In case of injury to railways of Great Western Company.

14. If by reason of any of the works of the Corporation or the failure of any such works the railway of the Great Western Company before referred to, or any of the works thereto belonging, shall be injured or damaged, such injury or damage shall be forthwith made good by the Great Western Company at the expense of the Corporation, and the Great Western Company may recover the expense thereof, with costs at the discretion of the court, against the Corporation in any court of competent jurisdiction; and if any interruption shall be occasioned to the traffic over the said railway by reason of any of the works or proceedings or failure of the works of the Corporation, the Corporation shall on demand pay to the Great Western Company all costs and expenses to which they may be put, as well as full compensation for the loss sustained by them by reason of any such interruption, such costs and expenses and compensation to be recovered with costs as aforesaid.

Saving rights of Great Western Railway Company.

15. 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 Great Western Company, and nothing in this Act contained shall prevent or in any way interfere with the Great Western Company constructing, if they at any time or times hereafter consider it desirable so to do, an hydraulic ram in the stream which now passes through their said tunnel, and is to be diverted into the said conduit No. 2, and before it enters the said tank or reservoir No. 2, for the purpose of supplying with water not exceeding seven thousand gallons per day of twenty-four hours, from the said stream, their Evershot station, including the locomotive engines using that station, and the Corporation shall not prevent the Great Western Company from making such alterations in the works of the Corporation as may be necessary for that purpose: Provided that the ram shall be so placed as that all the water of the said stream, except the said quantity not exceeding seven thousand gallons, shall be permitted to flow into the said tank or reservoir No. 2, and thence into the said conduit No. 2.

For protection of London and South-western and Bristol and Exeter Railway.

16. For the protection of the railway and works of the London and South-western Railway Company and of the Bristol and Exeter Railway Company (herein-after called the railway companies) respectively, and of those Companies jointly, the several provisions of this section shall, subject to the other provisions of this Act, have full effect:

1. Where the conduit No. 1 is intended to cross the London and South-western Railway near Stoford in the parish of Barwick,

it shall be made and maintained in the roadway of the public highway leading from Yeovil to Barwick under the bridge which carries that railway over that highway there:

2. Where the conduit No. 3 is intended to cross the railways and works belonging to the railway companies jointly or to either of those companies severally near their joint Yeovil station, the conduit No. 3 shall be carried under the railways and works in a substantial culvert to be made and maintained for the purpose by the Corporation, and to be of such dimensions and so constructed as to admit of access by the Corporation to the conduit No. 3 therein for all necessary purposes, without entering upon or interfering with the railways or works of the railway companies or either of them:

3. The conduits Nos. 1 and 3 and all the works connected therewith respectively shall be made and maintained in such lines, on such levels, and in such manner as not in any degree to lessen or prejudice the permanency, stability, or convenience of any part of the railways in this section mentioned, or of any of the works or conveniences thereof, and so as not in any degree during or after the construction of the conduits and their incidental works or any of them to obstruct or prejudice any part of the same railways or of their works or conveniences:

4. In order thereto the company from time to time shall, by leaving the same at the joint station of the railway companies at Yeovil, submit to those companies for their consideration and reasonable approval thereof a proper and sufficient descriptive plan, section, and specification of such parts of the works by this Act authorised for or in connexion with the construction of the conduit No. 3 as are to be made upon or within ten yards of the railways, works, or lands of the railway companies, or either of them, and also from time to time like particulars of every proposed alteration of those respective works; and if in any case the railway companies do not within one month after the delivery thereof approve the same with such modifications, if any, thereof as they reasonably require, and cause the same to be signed by their respective principal engineers or secretaries, in testimony of their approval thereof, and deliver the same so signed to the Corporation, or if the Corporation object to any modification thereof required by the railway companies, then the Corporation may submit the same to a competent and impartial civil engineer, appointed on the application of the Corporation or of the railway companies, or any of them, by the Board of Trade, for his consideration and reason-

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able approval thereof, to be attested by his signature, and the Corporation shall not begin the execution of any of the works so shown on the respective plan unless and until the same, with the respective section and specification thereof, are so approved:

5. The railway companies, if and when they think fit, may, upon giving fourteen days previous notice to the Corporation, execute for and at the expense of the Corporation all or any of the works which are to be made and maintained for and in connexion with the construction of the conduit No. 3 in or upon any part of the lands, railways, works, and conveniences of the railway companies, or either of them:

6. If the railway companies at any time and from time to time after the completion of the last-mentioned works of the Corporation see fit to widen or otherwise alter or improve any of their railways, works, and conveniences upon any lands now belonging to the railway companies or either of them there, the Corporation shall forthwith, after being required so to do by the railway companies in writing, make all such alterations of their works at and near the point (including any such extension of the culvert in part 3 of this section mentioned as may be necessary and proper for protecting the widened or altered parts of the railways and their works and conveniences from future interference) as shall be from time to time sufficient and proper for enabling the railway companies or company to effect the respective widening, alteration, or improvement; and if the Corporation do not upon such requirements proceed with such alterations and extension of their works in such manner as fully to facilitate, and so as not in any manner to impede, the respective widening, alteration, or improvement of the said railways, or their works and conveniences, the railway companies, or either of them, may at the expense of the Corporation proceed with and complete the necessary and proper alteration and extension of the works of the Corporation; and if by reason of such works or of any omission or act of the Corporation with reference thereto the expense of any such widening, alteration, or improvement of the railways and their works and conveniences shall be increased, the Corporation shall repay the excess to the railway companies:

7. All the works from time to time of the Corporation for or in connexion with the conduit No. 3, so far as they respectively affect any part of the railways, works, and conveniences of the

railway companies, or either of them, shall be made and maintained by and at the expense of the Corporation in accordance with plans, sections, and specifications so approved, and under the superintendence and to the satisfaction of an engineer appointed by the railway companies; and those companies may from time to time, at the expense of the Corporation, and with or without previous notice to them, do and execute all such acts and works, with the object of preventing damage to their railways or works, as they shall from time to time deem necessary or proper for anticipating, preventing, or remedying any failure or want of stability or good repair of the works by this Act authorised, and from time to time may at the expense of the Corporation appoint and employ such inspectors and watchmen to superintend the execution of the works from time to time in course of execution by the Corporation, or by the railway companies with reference to the works of the Corporation, sufficient to secure the safety and non-interruption of the railways, works, and conveniences of the railway companies:

8. The Corporation shall from time to time fully compensate the respective railway companies in respect of all damage and loss occasioned by reason of the construction and maintenance or of the failure or want of stability or repair of the works by this Act authorised, or any of them, and consequent interruption of or interference with any part of their railways, works, and conveniences, or any of them, or the traffic thereon, and the Corporation shall from time to time on demand pay to the respective railway companies all amounts from time to time payable to them in respect of works, matters, and things executed or done by them under the authority of this Act, or otherwise made payable to them by the provisions of this Act; and if the Corporation fail to pay that compensation or those amounts, or any of them, on demand, the same may be recovered by the railway companies or by the respective railway company to which it may be payable in any court of competent jurisdiction:

9. The Corporation shall not, without the consent in writing of the railway companies, or, as the case may be, without the consent of the respective company, acquire any part of the land or property belonging to or used by them jointly, or to or by either of them severally; but if and where any part of the works by this Act authorised is to be executed in or upon any land belonging to or used by the railway companies jointly,

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or to or by either of them severally, the Corporation may acquire an easement or right of making and maintaining the work in that land in such manner as not to prejudice any part of the railways, works, and conveniences of the railway companies, or either of them.

Saving rights of London and South-western and of the Bristol and Exeter Railway Companies.

17. Except only as 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 or of the Bristol and Exeter Railway Company.

Lands for extraordinary purposes.

18. The Corporation may from time to time for the purposes of the waterworks purchase by agreement, in addition to lands hereby authorised to be taken by compulsion, any additional lands not exceeding in the whole two acres.

Power to agree for easements, &c.

19. The Corporation may take by agreement, and any person by "The Lands Clauses Consolidation Act, 1845," or otherwise, enabled to sell lands may grant to them, any term, estate, easement, interest, right, or privilege in, over, affecting, or belonging to lands (but not in, over, affecting, or belonging to water), at a yearly rent or otherwise, but in the case of a person not enabled otherwise than by "The Lands Clauses Consolidation Act, 1845," to sell lands, then subject and according to the provisions relative to the taking of lands by agreement contained in that Act and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and for the purposes of this section any such term, estate, easement, interest, right, or privilege shall be deemed to be lands within the meaning of those Acts.

Powers for compulsory purchases limited.

20. The powers of the Corporation for compulsory purchase of lands under this Act for the purposes of the waterworks shall not be exercised after the expiration of three years from the passing of this Act.

Period for completion of works.

21. If the waterworks are not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Corporation for executing the same, or in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed; but nothing in this section shall restrict the Corporation from extending, enlarging, altering, or removing any of their engines, machinery, mains, or pipes, or improving their supply of water, at any time and from time to time as occasion may require: Provided always, that nothing herein contained shall authorise the Corporation to enlarge or extend any of the pipes, or conduits, or the tank which may be constructed on the railway, lands, or property of the Great Western Railway Company

without the consent in writing of that company under the hand of their secretary first had and obtained.

As to constant supply, &c.

22. Water supplied under this Act need not be constantly laid on under pressure, or be supplied at a level above that to which it will ascend by means of the pressure derived from the service reservoir by this Act authorised.

Scale of water rents.

23. The water rents payable to the Corporation for a supply of water for domestic purposes (which shall include one watercloset) shall be such sums as the Corporation from time to time think fit not exceeding the rate of seven pounds ten shillings per centum per annum on the annual rackrent or value of the premises supplied; provided that the Corporation shall not be obliged to furnish any such supply for any less rent than after the rate of twopence per week.

Rent for water may be ascertained by meter.

24. The Corporation may agree with any person for supplying him with water by measure, and may require any person supplied with water for other than domestic purposes to take and pay for his supply by measure; in both cases a meter for ascertaining the quantity consumed shall be provided by the Corporation at a reasonable rent.

Regulations for preventing waste, &c. of water.

25. For preventing waste, misuse, undue consumption, or contamination of the water supplied by the Corporation the following provisions shall have effect:

(1.) The Corporation may from time to time make such regulations as they think expedient for the objects aforesaid to be observed by persons supplied with water:

(2.) By any such regulations the Corporation may direct the use and prescribe the size, nature, strength, and materials, and the mode of arrangement, alteration, and repair of pipes, valves, cocks, cisterns, soil-pans, waterclosets, and other apparatus or receptacles, or any of them, to be used by such persons for conveying, delivering, and receiving water, and may interdict any arrangement and the use of any pipe, valve, cock, cistern, bath, soil-pan, watercloset, or other apparatus or receptacle in their judgment likely to occasion waste, misuse, undue consumption, or contamination of water:

(3.) The Corporation shall not be bound under any agreement or otherwise to supply, or to continue to supply, water to any person unless such regulations as are for the time being in force are duly observed by him:

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(4.) In case of the failure of any such person to observe such regulations as are for the time being in force, the Corporation may, if they think fit, after two hours' notice in writing, enter and by or under the direction of their authorised officer repair, replace, or alter any pipe, valve, cock, cistern, bath, soil-pan, watercloset, or other apparatus or receptacle belonging to or used by any person supplied by them, and the power of entry given by section fifteen of "The Waterworks Clauses Act, 1863," and the provisions of that section relative thereto, shall extend and apply to entry for the purpose of such repair, replacement, or alteration, and the expense of every such repair, replacement, or alteration shall be repaid to the Corporation by the person on whose credit the water is supplied, and may be recovered by them as damages for recovery whereof no special provision is made.

Power for Corporation to supply materials, &c.

26. The Corporation may, if requested by any person supplied or about to be supplied by them with water, furnish to him and from time to time repair or alter any such pipes, valves, cocks, cisterns, baths, soil-pans, waterclosets, apparatus, and receptacles as are required or permitted by their regulations, and may provide all materials and do all work necessary or proper in that behalf.

Notice of discontinuance.

27. Every notice to the Corporation for the discontinuance of a supply of water shall be in writing, and shall be left at the office of their surveyor.

Incoming tenant not liable to arrears.

28. The Corporation shall not be entitled to require from the incoming tenant of any property the payment of arrears of water rent or meter rent left unpaid by any former tenant, unless the incoming tenant has undertaken with such former tenant to pay or exonerate him from the payment of such arrears.

Extending section 49 of existing Act.

29. The forty-ninth section of the existing Act shall extend to authorise the Corporation to provide the borough by agreement with water from within or without the boundaries of the borough.

Lands for market place and improvements.

30. The Corporation may from time to time enter upon, take, and use,—

(1.) For the enlargement of the present Cattle Market Place in the borough;

(2.) For the widening, alteration, and improvement of the London Road and the Newton Road in the borough, at or near the junction of those two roads;

all or any of the lands described in the deposited plans and books of

reference as intended to be taken for those purposes respectively: Provided always, that the powers of the Corporation for the compulsory purchase of lands under this section shall not be exercised after the expiration of three years from the passing of this Act.

Power to sell, &c. lands not wanted.

31. It shall be lawful for the Corporation from time to time to sell, lease, exchange, or otherwise dispose of any buildings or lands or any part thereof acquired or to be acquired by them under the existing Act, and not wanted for any purpose thereof, and to which they are entitled in possession and not in reversion, and to execute and do any deed, act, or thing proper for effectuating any such sale, lease, exchange, or other disposition: Provided that no such sale, lease, exchange, or other disposition shall be valid unless it shall have been previously approved by a resolution of the council in favour of which not less than thirteen members thereof shall have voted.

For purchase of gas company's undertaking.

32. If at any time within three years from the passing of this Act the Corporation shall by notice in writing under the common seal of the borough require the Yeovil Gas and Coke Company to sell to the Corporation all the undertaking of that company (and which word undertaking wherever used in this Act in reference to that company shall include all their works, apparatus, pipes, fittings, lands, tenements, property, estate, and effects, real and personal (and whether vested in the said company or in trustees for the said company), rights, and privileges whatsoever), then the said Company shall sell and the Corporation shall purchase the same accordingly.

Failing agreement, compensation to be settled by arbitration.

33. Unless within three months from the giving of such notice as aforesaid the purchase money or consideration to be paid by the Corporation to the said company in respect of the purchase of their undertaking, and the terms and conditions of the purchase, shall have been agreed upon, the purchase money or consideration, terms, and conditions shall be ascertained and determined by arbitration in manner provided by "The Lands Clauses Consolidation Act, 1845," for settling by arbitration questions of disputed compensation, and for this purpose the word "lands" in that Act shall include the undertaking of the said company: Provided that the consideration for the purchase may be either a sum in gross or by way of annuities to all or any of the shareholders of the said company who agree to accept annuities, or partly in the one mode and partly in the other.

For conveyance of undertaking.

34. Upon payment or tender in manner in this Act provided of the purchase money or consideration agreed upon or awarded to be paid in respect of the undertaking of the said company, it shall,

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when required by the Corporation, be conveyed to the Corporation by deed, duly stamped, and executed by any three of the directors of the said company, and in default thereof the Corporation may, if they think fit, execute a deed poll under the common seal of the borough, reciting the purchase of the said undertaking, and stating the amount of the purchase money or consideration as agreed upon or awarded, and duly stamped with the stamp duty which would have been payable upon a conveyance to the Corporation of the undertaking, and upon the execution of the conveyance or (as the case may be) the deed poll the undertaking of the said company shall vest absolutely in the Corporation for all the estate and interest of the said company, or any trustees for the said company therein, and as against the said company and such trustees the Corporation shall be entitled to immediate possession of the undertaking.

As to payment of purchase money.

35. The payment or tender of the purchase money or consideration for the said undertaking shall be made to any three of the directors of the said company, or to the bankers at Yeovil of the said company, and the Corporation shall not be bound to see to the application or be answerable for the misapplication of such purchase money when paid as aforesaid.

Part V. of 26 & 27 Vict. c. 92. incorporated.

36. Part V. (relating to amalgamation) of "The Railways Clauses Act, 1863," is hereby incorporated with this Act, and shall apply to the Corporation and the Yeovil Gas and Coke Company respectively, and to the undertaking of that company, as if that company were by this Act amalgamated with the Corporation, and as if the Corporation were the amalgamated company, and the Yeovil Gas and Coke Company were the dissolved company, and this Act were the amalgamating Act, and the time by this Act fixed for the vesting of the said undertaking in the Corporation were the time of amalgamation.

Annuities to be granted by Corporation to shareholders in the company.

37. If the consideration for the vesting in the Corporation of the undertaking of the said company be wholly or in part the grant of annuities to the shareholders, the Corporation shall grant to the holders of all shares in the capital of the said company, who shall have agreed to accept the same, a perpetual annuity of the amount agreed upon or fixed by arbitration for and in respect of each such share respectively.

Vesting annuities in shareholders.

38. The annuities shall be computed from the vesting of the undertaking in the Corporation, and shall vest in and belong to the several parties who shall have agreed to accept the same.

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Annuities to represent shares in company.

39. The annuities shall in all respects, both at law and in equity, be substituted for and represent the shares in the capital of the said company in respect of which they are granted, and the several parties in whom the annuities become vested under this Act shall be possessed thereof respectively upon the same trusts and subject to the same powers, provisions, charges, and liabilities as those upon and to which their said respective shares in the capital of the said company shall at the period when the annuities vest be held and subject, and the annuities shall accordingly pass or be affected by any will or other instrument disposing of or affecting such shares.

Corporation to issue certificates for annuities.

40. The Corporation shall issue to every party in whom any annuity becomes vested under this Act, or to his successors, executors, administrators, or assigns, on demand made by him or them, and on delivery by him or them of the certificate of the share in the capital of the said company for which the annuity is substituted, or proof that such certificate is lost or destroyed, a certificate of the annuity, and such certificate shall be so issued free of expense to the annuitant, and may be in the form in the Schedule (A.) to this Act annexed, or to the like effect: Provided that the Corporation may by agreement with any annuitant include in one certificate any number of annuities to which such annuitant is entitled.

Provisions of 8 & 9 Vict. c. 16. as to shares, &c. to apply to annuities.

41. The provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the distribution of the capital of the Company into shares, and with respect to the transfer or transmission of shares, shall be incorporated with this Act, and shall, except where the same are expressly varied by this Act, apply to the said annuities and to the holders of the annuities and to the Corporation as if the Corporation were the company referred to in those provisions, and the annuities were shares in the undertaking of that company, and the holders of the annuities were shareholders in that company: Provided always, that the form of transfer of an annuity may be according to the form in Schedule (B.) to this Act annexed, or to the like effect.

Payment of annuities.

42. The annuities shall be payable at the office at Yeovil of the treasurer of the borough clear of all deductions (except income tax) by equal half-yearly instalments in every year.

Recovery of arrears of annuities.

43. If within thirty days after any half-yearly portion of any annuity becomes payable, and after demand thereof in writing, it be not paid, the person entitled thereto may, subject to the provisions of this Act, recover the same against the Corporation in any court

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of competent jurisdiction, and without prejudice to his right so to recover the same may require the appointment of a receiver as by this Act provided.

Appointment of a receiver for annuities in case of arrears.

44. The annuitants may enforce the payment of arrears of their annuities by the appointment of a receiver, as if they were mortgagees of the Corporation, and for that purpose the provisions in that behalf applicable of "The Companies Clauses Consolidation Act, 1845," shall apply, mutatis mutandis, to the Corporation and the annuitants and the receiver, and the amount in arrear to authorise an application for a receiver shall be two hundred pounds.

As to purchase of annuities by Corporation.

45. The Corporation may from time to time purchase any of the annuities at any price not being more than twenty-five years' purchase which may be agreed upon between the annuitants and the Corporation, and every annuity purchased by the Corporation may, at their option, be held by them or extinguished.

No house to be brought forward without consent of Corporation.

46. It shall not be lawful to erect any house or building in any street within the borough, or any part thereof, or any addition thereto, beyond the line of the front wall of the house or building on either side thereof, without the previous consent of the Corporation, and any person offending against this enactment shall be liable to a penalty not exceeding forty shillings for every day during which such house or building or any part thereof or addition thereto shall remain beyond such line; and no person shall erect or set forward any projection in any street without the consent of the Corporation, under a penalty not exceeding forty shillings for each offence.

Construction of new streets.

47. The mode of construction of every new street and the materials to be employed shall be subject to the approval of the Corporation.

Width of new streets &c.

48. The Corporation shall determine in each case what proportion of the width of every new street shall be laid out as carriageway and footway respectively: Provided that the Corporation may allow from time to time any new street intended to be and which shall be used only as a back street, or approach to the back yards and outbuildings of dwelling-houses, to be laid out and formed of such width not less than twelve feet as to them may seem fit, and no dwelling-house shall be allowed to face into such back street.

Buildings in new streets.

49. Before any buildings shall be commenced in any new street such street shall be formed, drained, sewered, and metalled to the

satisfaction of the Corporation; and if any person shall commence to build or make any erections whatsoever in any such street without the sanction in writing of the Corporation or their surveyor he shall be liable to a penalty not exceeding five pounds, and a further penalty not exceeding forty shillings for each day until he shall have obtained the sanction of the Corporation or their surveyor as aforesaid.

Penalties as to construction of new streets.

50. If any person intending to construct any new street or erect any new building, whether in a new street or not, fails to give the several notices required to be given by the Yeovil Acts, or constructs or causes to be constructed any work, or does any act, or omits to do any act, or fails to comply with any of the requirements of the Corporation, or makes any alteration in any such work after it is completed, or makes any deviation from or alteration in any plan which has been submitted to and approved of by the Corporation, contrary to the provisions of the Yeovil Acts, he shall for every such offence be liable to a penalty not exceeding five pounds, and in case of a continuing offence to a further penalty not exceeding forty shillings for each day during which the work in respect of which the offence is committed continues to remain contrary to the said provisions, after written notice of the offence from the Corporation or their surveyor, and the Corporation may, if they shall think fit, cause such work to be removed, altered, or pulled down, and the expenses incurred by them in so doing shall be repaid by the offender and be recoverable from him in a summary manner.

Power to compel paving, &c. of new streets.

51. In case any present or future street (not being a highway for carriages) or any part thereof be not sewered, levelled, metalled, and channelled, and sufficient footway or footways properly formed, bordered, pitched, or paved to the satisfaction of the Corporation, the Corporation may by notice in writing to the respective owners or occupiers of the lands fronting, adjoining, or abutting thereon, or on such parts thereof as may require to be sewered, levelled, metalled, channelled, formed, bordered, pitched, or paved, require them to sewer, level, metal, channel, form, border, pitch, or pave the same within a time to be specified in such notice, and if such notice be not complied with the Corporation may, if they shall think fit, execute the works mentioned or referred to therein, and upon the completion of such works such street shall become a highway, and be from that time repaired accordingly, and the expenses incurred by the Corporation in such works shall be paid by the owners in default according to the frontage of their respective lands, so far as the same will in the judgment of the Corporation fairly represent

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the relative liability of such owners, and in such proportions as the Corporation shall consider under all the circumstances of the case to be just, and shall order accordingly; and such expenses may be recovered from the last-mentioned owners in a summary manner, or the same may be declared by order of the Corporation to be private improvement expenses, and be recoverable as such, but each owner shall be liable only for his own proportion of the said expenses; and any owner who has at his own expense done any part of the said works shall be entitled to such relief or abatement as shall appear to the Corporation to be just, and the powers conferred on the Corporation by this section shall be in addition to and not in derogation of the provisions of sections fifty-four and fifty-five of "The Towns Improvement Clauses Act, 1847."

Appeal to two justices.

52. Any person who shall think himself aggrieved by any matter or thing contained in or any omission from any order of the Corporation made under the last-preceding section of this Act may appeal against the same to two justices not members of the Corporation, at any time within one month after the making of the order, but no such appeal shall be entertained by such justices unless seven days' notice in writing of appeal be given to the Corporation. The justices shall hear and determine all objections to the order stated in the notice of appeal, but no other objection, and their decision shall be final. The justices shall in any such appeal have full power to amend the order in such respects as they may think just, or to quash the same, and may award costs to either party. No order of the justices upon any appeal shall be removed by certiorari into any of Her Majesty's courts at Westminster.

For compelling dangerous places to be fenced.

53. In case in the opinion of the Corporation the passengers along any street within the borough are endangered or seriously inconvenienced by reason of the want of a sufficient fence against any lands abutting on such street, it shall be lawful for the Corporation to order the owners of such lands to erect and maintain a sufficient fence thereon, and all the provisions of "The Towns Improvement Clauses Act, 1847," with respect to ruinous and dangerous buildings shall be applicable for enforcing such orders, and may be exercised by the Corporation in the manner therein mentioned.

Yeovil borough rates to be deemed borough rates within

54. The qualification for the municipal franchise for the borough shall be that required by the first section of an Act passed in the thirty-third year of the Queen, intituled "An Act to shorten the "term of residence required as a qualification for the municipal

"franchise, and to make provision for other purposes;" and for that purpose the borough rates levied by virtue of the Yeovil Acts shall be deemed borough rates within the meaning of that section, and shall be deemed to be directed to be paid under the provisions of the Acts referred to in that section.

the Municipal Franchise Act.

Special rates for special drainage.

55. The one hundred and forty-seventh section of "The Towns Improvement Act, 1847," shall be construed to authorise the Corporation to charge the owners of all lands and buildings within the borough the drainage from which is conducted into any new sewer with special sewer rates for defraying the expense of constructing the same, to the exoneration of the other payers of the borough rate.

For preventing injuries to public buildings, &c.

56. If any person injures or defaces any church, chapel, or other public building, or any tomb, monumental stone, or inscription in any churchyard or burial ground within the borough, or fixes up any bill or paper against any such building, other than such as may be lawfully affixed thereto, or writes or draws with chalk or any other matter thereon, he shall be liable to a penalty not exceeding forty shillings.

Power to borrow on mortgage.

57. In addition to their powers of borrowing under the existing Act, it shall be lawful for the Corporation from time to time to take up and borrow on mortgage of the borough rate, and the lands, rents, revenues, tolls, water rents, rates, property, and effects whatsoever now vested in or hereafter to be acquired, raised, received, or levied by the Corporation under the powers of the Yeovil Acts, or of any one or more of those securities, any sums of money not exceeding the sums following; (to wit,)

(A.) For the purposes of the waterworks by this Act authorised to be made any sums not exceeding in the whole twenty thousand pounds:

(B.) For the purchase of the undertaking of the Yeovil Gas and Coke Company any sums not exceeding the amount of any purchase money agreed to be paid or awarded for the same:

(C.) For the other purposes of the Yeovil Acts any sums not exceeding in the whole five thousand pounds.

Appointment of a receiver for mortgagees.

58. The section numbered seventy-five (relating to the appointment of a receiver) of the existing Act is hereby repealed (but subject and without prejudice to everything heretofore done or suffered under the provisions of that section), and the mortgagees of the Corporation or any holders of an annuity granted by the Corpo-

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ration under this Act may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages or of the arrears of his annuity by the appointment of a receiver, and in order to authorise 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.

Protection of lenders from injury.

59. Any person lending money to the Corporation shall not be bound or entitled to inquire as to the observance by them of any provision of the Yeovil Acts, or be bound to see to the application or be answerable for any loss or non-application of such money, or of any part thereof.

Application of moneys borrowed for waterworks.

60. All moneys borrowed by the Corporation under this Act for the purposes of the waterworks shall be applied only in the purchase of land and construction of the waterworks, and works connected therewith, authorised to be taken and made under this Act for the purposes of the waterworks and water supply, and in compensation, accommodation works, and other expenses connected with such purchase and construction, and subject thereto in paying off moneys borrowed for these purposes.

Application of moneys borrowed for other purposes of Acts.

61. All moneys borrowed by the Corporation under this Act for the purposes of the Yeovil Acts, other than the waterworks and the purchase of the undertaking of the Yeovil Gas and Coke Company, shall be applied only for the purposes for which they are borrowed, and for which capital may properly be applied, and subject thereto in paying off moneys borrowed for those purposes.

Application of moneys borrowed for gas purposes.

62. All moneys borrowed by the Corporation under this Act for the purchase of the undertaking of the Yeovil Gas and Coke Company shall be applied only for the purposes of such purchase, and for the gasworks and gas supply (excluding the ordinary maintenance thereof), and subject thereto in paying off moneys borrowed or redeeming annuities granted for such purchase.

Period for discharge of debt except for waterworks and gasworks.

63. All moneys borrowed or to be borrowed by virtue of the Yeovil Acts and the Acts recited in the existing Act (except moneys borrowed for the purposes of the waterworks, or for the purchase of the undertaking of the Yeovil Gas and Coke Company), and the interest thereof, shall be repaid within fifty years from the passing of this Act, and the existing Act shall be read and have effect accordingly, and section 77 of the existing Act (for providing a sinking fund) shall extend and apply to all such moneys (except

as before excepted) and to the sinking fund for the discharge thereof; but that section shall be read and have effect as if the word "respective" and the word "respectively" had not been inserted therein.

Period for discharge of waterworks debt.

64. All moneys to be borrowed for the purposes of the waterworks by this Act authorised, and the interest thereof, shall be repaid within fifty years, commencing and to be completed from the time when any money shall be first borrowed by the Corporation for those purposes, and section 77 of the existing Act shall apply to all such moneys and to the sinking fund for the discharge thereof.

Period for discharge of gas debt, &c.

65. After any moneys shall have been borrowed or annuities granted for the purchase of the undertaking of the Yeovil Gas and Coke Company, the Corporation shall every year (after payment of such annuities, and of the interest on any moneys so borrowed) appropriate and set apart a sum equal to not less than two pounds per centum on the aggregate amount of the moneys so borrowed and of the value (at twenty-five years' purchase) of such annuities as a sinking fund for the discharge of such moneys and annuities, and shall from time to time invest such sinking fund in exchequer bills or other government securities, and to be increased by way of accumulation at compound interest, or otherwise, until the amount suffices to pay off such moneys or to redeem such annuities, or such part thereof as the Corporation shall think ought to be paid off or redeemed, and the sinking fund or an adequate part thereof shall then be applied accordingly, subject and according to the provisions of section eighty-five of "The Commissioners Clauses Act, 1847," and that section shall for this purpose include (in addition to mortgages) any annuities which the Corporation can from time to time redeem under this Act; and section seventy-seven of the existing Act shall not apply to moneys borrowed or annuities granted for the purchase of the said undertaking.

Debts may be discharged by instalments.

66. The Corporation may, if they think fit, pay off by equal annual instalments of principal and interest, instead of by a sinking fund, all or any of the moneys borrowed or to be borrowed by virtue of the Yeovil Acts and the Acts recited in the existing Act.

Power to borrow money to pay off former mortgages.

67. If at the time when the principal money secured by any mortgage shall have become payable the Corporation shall think it expedient so to do, they may borrow a sufficient sum of money for the purpose of paying off the said principal money, and may secure the same and the interest thereof on mortgage of the

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borough rate and other property hereby authorised to be mortgaged, in such manner and subject to such regulations as are herein-before contained with respect to other moneys borrowed on mortgage.

Saving for existing charges.

68. Nothing in this Act shall prejudicially affect any charge on the borough rate or other property of the Corporation by way of mortgage or otherwise subsisting at the passing of this Act, and every mortgagee or person for the time being entitled to the benefit of any such charge shall have the same priority of charge and all the like rights and remedies in respect of the rates or property subject to his charge as if this Act had not been passed.

Judges, &c. not disqualified.

69. Except as in this Act otherwise expressly provided, a judge of any court or a justice shall not be disqualified from acting in the execution of the Yeovil Acts or either of them by reason of his being liable to any rate, rent, or other charge due to the Corporation, or by reason of his being a member of the council.

Costs of proceedings for recovery of rates to be included in warrants of distress.

70. Any justice who shall issue any warrant of distress for the recovery of any rate payable under the Yeovil Acts may order that the costs of the proceedings for the recovery of such rate shall be paid by the person failing to pay such rate, and such costs shall be ascertained by such justice and levied by distress, and the justice shall include such costs in his warrant of distress for the recovery of the said rate accordingly.

Saving rights of the Duchy of Cornwall.

71. Nothing contained in this Act, or in any Act or Acts incorporated herewith, or herein mentioned or referred to, shall extend to authorise the Company to take, use, enter upon, or interfere with any land, soil, or water, or any rights in respect thereof, belonging to Her Majesty, her heirs or successors, in right of the Duchy of Cornwall, without the consent in writing of some two or more of such of the regular officers of the said duchy or of such other persons as may be duly authorised under the provisions of "The Duchy of Cornwall Management Act, 1863," section thirty-nine, to exercise all or any of the rights, powers, privileges, and authorities by the said Act made exerciseable or otherwise for the time being exerciseable in relation to the said duchy or belonging to the Duke of Cornwall for the time being, without the consent of such Duke, testified in writing under the seal of the Duchy of Cornwall, first had and obtained for that purpose, or to take away, diminish, alter, prejudice, or affect any property, rights, profits, privileges, powers, or authorities vested in or enjoyed by Her Majesty, her heirs or successors, in right of the Duchy of Cornwall, or in or by the Duke of Cornwall for the time being.

Expenses of Act.

72. The costs, charges, and expenses preliminary to, and of and incidental to, the preparing, applying for, obtaining, and passing of this Act shall be paid by the Corporation out of the borough rate.

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SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

Form of Certificate of Annuity.

Certificate of Annuity No.

By virtue of "The Yeovil Improvement Act, 1870," the mayor, aldermen, and burgesses of the borough of Yeovil certify that *A.B.* of is under and subject to the provisions of that Act entitled to a perpetual annuity of substituted for the share of in the Yeovil Gas and Coke Company, No. , and such annuity is payable to him, his executors, administrators, or assigns, at the office in Yeovil of the treasurer of the borough as regards the annuity for the year ending on the day of one thousand eight hundred and , on that day, and for every subsequent year by equal half-yearly payments on the day of and the day of yearly.

Given under the common seal of the mayor, aldermen, and burgesses of the borough of Yeovil, in the county of Somerset, this day of in the year of our Lord one thousand eight hundred and

SCHEDULE (B.)

Form of Transfer of Annuity.

I *A.B.* of in consideration of pounds paid to me by *C.D.* of transfer to him, his executors, administrators, and assigns, the perpetual annuity (*or* annuities) No. of , created under "The Yeovil Improvement Act, 1870," and payable at the office in Yeovil of the treasurer of the borough as regards the annuity for the year ending on the day of one thousand eight hundred and , on that day, and for every subsequent year by equal half-yearly payments on the day of and the day of yearly, and all my right and interest therein and thereto.

As witness my hand and seal, this day of in the year of our Lord

SCHEDULE (C.)

This Agreement made the fourth day of April one thousand eight hundred and seventy, between the Right Honourable Henry Edward, Earl of Ilchester, herein-after called the said Earl, for himself, his heirs, assigns, and successors in estate, of the one part, and the mayor, aldermen, and burgesses of the borough of Yeovil in the county of Somerset, herein-after called the said Corporation, for themselves, their successors, and assigns, of the other part.

Whereas the said Corporation are promoters in the present session of Parliament of a Bill entitled "A Bill to make provision for supplying the borough "of Yeovil with water, for amending 'The Borough of Yeovil Extension and "'Improvement Act, 1854,' and for other purposes," which said Bill is now pending in the House of Commons:

And whereas the said Corporation by the said Bill seek to acquire powers for the compulsory taking and using certain lands of the said Earl, situate in the parish of Melbury Bubb in the county of Dorset, for the purpose of making and maintaining therein a certain tank or reservoir, conduits, lines of pipes, and other works shown on the plans deposited with the clerk of the peace for the said county, and also seek to acquire powers from time to time to take by means of the said proposed works, and use, certain waters, and (among others) certain waters arising or being in or flowing through the lands of the said Earl in the said parish:

And whereas the said Earl duly presented his petition to the House of Commons against the said Bill, but more particularly against the herein-before recited provisions thereof as affecting his said lands, but before the said Bill came on for hearing before the committee to whom the same had been referred the said Earl consented to withdraw his said petition upon the said Corporation entering into the agreements, stipulations, and conditions herein-after contained: Now, therefore, in consideration of the premises it is mutually hereby covenanted and agreed between and by the said Earl and the said Corporation, in case the said Bill shall pass into a law, as follows:

1. In the execution and maintenance of the works to be authorised by the said Bill the said Corporation shall not enter upon the plantation and pond numbered respectively 19 and 20 in the said deposited plans, and situate in the said parish of Melbury Bubb, or either of them, except so far as may be necessary for the purpose of laying and maintaining a line of pipes for conveying the water from the said pond into the intended tank or reservoir numbered 1 on the said deposited plans, and except so far as is herein-after mentioned.

2. The said line of pipes shall be so laid and at all times maintained that the water in the said pond shall not be thereby lowered below the level of the highest part of the bottom of the existing brick outlet channel at the north end of the said pond, but the said Corporation may nevertheless raise the surface of the water of the said pond to any extent not exceeding six inches above the said level, and execute such works as shall be necessary for that purpose.

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3. Notwithstanding any powers in the said Bill contained, the said Corporation shall construct the said intended tank or reservoir numbered 1 only and entirely within the limits of the water meadow numbered 23 on the said deposited plans.

4. If at any time it shall be necessary for the construction and maintenance of the said works to raise, repair, or strengthen the banks of the said pond, or in case the said Corporation shall deem it expedient to erect a park or other fence round the said plantation, such banks may be so raised, repaired, strengthened, and maintained, and such fence may be so erected and maintained, at the election of the said Earl, either by him or by the said Corporation. In case the said Earl shall not elect to execute the works within seven days after a certificate in writing under the hand of the engineer of the said Corporation that such works have become necessary or are expedient shall have been delivered to the said Earl or his agent, or having so elected shall not within that time proceed to execute such works, or shall not within a reasonable time thereafter efficiently execute and complete the same to the reasonable satisfaction of the said engineer, then the said Corporation may at their own expense execute all such works as aforesaid, doing as little injury as may be to the said plantation, pond, and other lands of the said Earl. And in case the said works shall be executed by the said Earl, the said Corporation shall within twenty-one days after the completion of the said works, and demand thereof in writing sent to the town clerk of the said borough, pay to the said Earl such sums of money as may have been reasonably expended by him in or about the same: Provided always, that if by reason of the cause occasioning the necessity for the said works, or of the execution thereof, the flow of the said waters into the said line of pipes shall be prevented or interfered with, it shall be lawful for the said Corporation to make such temporary arrangements as may be necessary for maintaining and continuing such flow.

5. The said Corporation shall either retain the existing watering place for cattle within the field numbered 22 on the said deposited plans, or at their option construct at their own expense a new and convenient watering place in substitution thereof within the same field, and shall complete such substituted work before the existing watering place is interfered with, and the said Corporation shall at all times, at their own expense, keep the existing watering place, or such substituted watering place, as the case may be, properly supplied with water to the satisfaction of the said Earl or his agent.

6. The said Corporation shall so soon as they shall draw water from the said pond numbered 20 as aforesaid, or from any of the brooks or other streams of water flowing through the estate of the said Earl, which the said Corporation may by the said Bill be empowered to take, and at all times thereafter, supply water for domestic purposes free of charge to all such homesteads, houses, cottages, and other dwellings belonging to the said Earl as now derive their supply from the said pond, or any of such brooks or other streams of water as aforesaid, and for that purpose and for the purpose of supplying with water such watering places for cattle as may be reasonably required for any lands of the said Earl which shall be deprived of water by the execution of the works of the Corporation, fix, lay down, construct, and permanently maintain, at the expense of the said Corporation, all necessary pipes, conduits, cisterns, watering places, cocks, taps, and other works and conveniences connected therewith.

7. All works which the said Corporation, either under the said Bill if it pass into a law, or under this agreement, shall construct in or upon any of the homesteads, houses, cottages, or other dwellings and lands of the said Earl, shall be so constructed under the superintendence and to the reasonable satisfaction of his engineer or surveyor for the time being, and the reasonable fees, charges, and expenses of such engineer or surveyor in relation to such superintendence shall be paid by the said Corporation.

8. The said Corporation shall be at liberty from time to time to appoint by writing under their common seal a respectable person, to be approved of by the said Earl or his agent, to examine and inspect the said works in the said plantation and pond, and to maintain the flow of water into the same, and for that purpose such person shall have free access on foot at all reasonable times into and out of the said plantation and pond, doing as little damage thereto as may be consistent with the free exercise of this right.

9. The said Corporation, notwithstanding any power or provision to the contrary which may be contained in the said Bill when and if it passes into a law, shall not acquire, except by agreement, any further or other right in, over, or through any of the lands of the said Earl in the said parish of Melbury Bubb than a perpetual easement for the construction and maintenance of the works authorised by the said Bill and this agreement, which said perpetual easement the said Earl shall grant and convey to the said Corporation.

10. The compensation payable to the said Earl for the damage which may be done to the water meadows of the said Earl by the construction and maintenance of the said works, and for the said perpetual easement herein-before agreed to be granted, and for all other the rights and interests of the said Earl taken, used, or injuriously affected by the execution by the said Corporation of the powers conferred upon them by the said Bill (except so far as the same are provided for by this agreement), and any other compensation properly payable to the said Earl by reason of the works of the said Corporation, and also the compensation payable to the tenants of the said Earl in respect of any damage which may from time to time be done to them, or to any of the said lands in their occupation, in or incidental to the construction, maintenance, or repair of the said works (except as aforesaid), shall respectively be settled under the provisions of the Lands Clauses Consolidation Acts, 1845, 1860, and 1869, and the Waterworks Clauses Acts, 1847 and 1863, so far as the same, or any or either of them, may be applicable thereto.

11. The said Earl and any person authorised by him shall at all times have liberty to keep fish in the said pond, and to take any such fish out of the same (but shall not draw off the water of the said pond), and also to keep and use a boat upon the water of the said pond, but subject to such liberty he shall not do any act, or cause or knowingly permit any act to be done, whereby or by reason of which the purity of the water in the said pond may be impaired.

12. The said Corporation shall on or before the fourteenth day of April one thousand eight hundred and seventy pay to the said Earl the sum of one hundred and fifteen pounds ten shillings towards the costs, charges, and expenses incurred by him in or about prosecuting his opposition to the said Bill and the preparation and execution of this agreement.

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13. Except so far as is herein otherwise provided, nothing in this agreement contained shall take away, prejudice, or in anywise impair any of the rights, powers, or privileges which, but for this agreement, the said Earl might have exercised or claimed to exercise under the said Lands Clauses Consolidation Acts, or the said Waterworks Clauses Acts, or any or either of them, or to exempt the said Earl from any of the provisions of the said Bill, or of the Acts to be incorporated therewith.

In witness whereof the said Earl hath hereunto set his hand and seal, and the said Corporation have hereunto affixed their common seal, the day and year first above written.

Signed, sealed, and delivered by the above-named Henry Edward, Earl of Ilchester, in the presence of } Ilchester.

E. N. St. John,
of Oakley, Hants, Esq.

L.S.

Seal of the Corporation.

LONDON: Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1870.