



### CHAPTER lxxv.

An Act to authorise the acquisition by the Bournemouth Gas and Water Company of the undertakings of the Christchurch Gas Company and the Wimborne Minster Waterworks Company Limited to confer further powers on the Bournemouth Gas and Water Company and for other purposes. A.D. 1913.  
[15th August 1913.]

**W**HEREAS the Bournemouth Gas and Water Company (hereinafter referred to as "the Bournemouth Company") were incorporated by the Bournemouth Gas and Water Act 1873 and were authorised by the Bournemouth Gas and Water Acts 1873 to 1903 to construct and maintain gasworks and waterworks and to supply gas and water within the respective limits by those Acts prescribed :

And whereas the issued capital of the Bournemouth Company now consists of four hundred and sixty-seven thousand five hundred pounds divided into seven thousand five hundred fully paid preference shares of ten pounds each entitled to a fixed preferential dividend of six per centum per annum five thousand fully paid original shares of ten pounds each entitled to a standard dividend of ten per centum per annum and thirty-four thousand two hundred and fifty fully paid "B" or additional ordinary shares of ten pounds each entitled to a maximum dividend of seven per centum per annum subject as to such original shares to increase or decrease of such standard dividend in accordance with the decrease or increase of the price of gas within the town of Bournemouth :

And whereas the Christchurch Gas Company (hereinafter referred to as "the Christchurch Company") were incorporated by the Christchurch Gas Act 1877 and were authorised by that

A.D. 1913. Act and the Christchurch Gas Act 1912 to construct and maintain gasworks and to supply gas within the limits by those Acts prescribed:

And whereas the Christchurch Company have raised the sum of twenty-eight thousand and eighty pounds divided into one thousand eight hundred and eight ordinary shares of ten pounds each entitled to a maximum dividend of ten per centum per annum five hundred additional ordinary shares of ten pounds each entitled to a maximum dividend of seven per centum per annum and five hundred preference shares of ten pounds each entitled to a maximum dividend of six per centum per annum:

And whereas the Christchurch Company have raised the sum of eight thousand seven hundred and fifty pounds by mortgage debentures creating a charge on their undertaking and bearing interest at the rate of five pounds per centum per annum:

And whereas by an agreement dated the sixth day of December one thousand nine hundred and twelve a copy whereof is set forth in the First Schedule to this Act the Christchurch Company agreed to sell and the Bournemouth Company agreed to purchase the undertaking and property of the Christchurch Company on the terms and subject to the conditions therein contained:

And whereas the Wimborne Minster Waterworks Company Limited (hereinafter referred to as "the Wimborne Company") are incorporated under the Companies (Consolidation) Act 1908 and were authorised by the Wimborne Minster Water Order 1888 which was confirmed by the Water Orders Confirmation (No. 2) Act 1888 and the Wimborne Minster Water Order 1912 which was confirmed by the Water Orders Confirmation Act 1912 to construct and maintain waterworks and to supply water within the limits prescribed by those Orders:

And whereas the Wimborne Company have created and issued seven hundred shares of ten pounds each all of which are fully paid up and have raised the sum of one thousand five hundred pounds by the issue of mortgage debentures creating a charge on their real estate and bearing interest at the rate of four pounds per centum per annum and it is intended that the Wimborne Company should issue before the date of transfer hereinafter referred to one hundred further shares of ten pounds each:

And whereas by an agreement dated the eleventh day of November one thousand nine hundred and twelve a copy of which is set forth in the Second Schedule to this Act the Wimborne Company agreed to sell and the Bournemouth Company agreed to purchase the undertaking and property of the Wimborne Company on the terms and subject to the conditions therein contained: A.D. 1913.

And whereas it would be to the advantage of the consumers of gas and water within the limits supplied by the said Companies respectively and it is expedient that the said agreements set forth in the First and Second Schedules to this Act should be confirmed and such provision made for carrying the same into effect as is in this Act contained:

And whereas the proprietors of the Bournemouth Company at a meeting specially called for the purpose on the twenty-first day of February one thousand nine hundred and thirteen at which the agreements set forth in the First and Second Schedules to this Act were submitted to them duly approved the same respectively:

And whereas the proprietors of the Christchurch Company at a meeting specially called for the purpose on the twenty-seventh day of February one thousand nine hundred and thirteen at which the agreement set forth in the First Schedule to this Act was submitted duly approved the same:

And whereas the proprietors of the Wimborne Company at a meeting on the twenty-second day of November one thousand nine hundred and twelve specially called for the purpose at which the agreement set forth in the Second Schedule to this Act was submitted to them duly approved the same and at a subsequent meeting on the ninth day of December one thousand nine hundred and twelve specially called for the purpose duly confirmed the resolution to that effect:

And whereas it is expedient that the limits within which the Bournemouth Company may supply gas and water respectively should be extended:

And whereas it is expedient that the Bournemouth Company should be authorised to raise additional capital and that the other powers in this Act contained should be conferred upon the Bournemouth Company:

A.D. 1913. — And whereas it is expedient that the other provisions contained in this Act be enacted :

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 King'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):—

PRELIMINARY.

Short and  
collective  
titles.

1. This Act may be cited as the Bournemouth Gas and Water Act 1913 and the Bournemouth Gas and Water Acts 1873 to 1903 and this Act may be cited as the Bournemouth Gas and Water Acts 1873 to 1913.

Incorpora-  
tion of Acts.

2. The following Acts and parts of Acts so far as the same are applicable for the purposes of and not inconsistent with the provisions of this Act are incorporated with and form part of this Act (that is to say):—

The Lands Clauses Acts except the provisions with respect to the purchase and taking of land otherwise than by agreement :

The Waterworks Clauses Acts 1847 and 1863 :

The Gasworks Clauses Act 1847 and the Gasworks Clauses Act 1871 Provided that section 13 of the Gasworks Clauses Act 1847 shall be read as if the words "or any premises" were inserted after the words "private building" and as if the words "Provided also that every such contract entered into by the Company shall be alike in terms and amount under like circumstances to all consumers" were added at the end of that section :

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say) :—

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

The payment of subscriptions and the means of enforcing the payment of calls ;

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The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

The borrowing of money by the Company on mortgage or bond ;

The consolidation of the shares into stock ;

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

The making of dividends ;

The giving of notices ; and

The provision to be made for affording access to the special Act by all parties interested :

And Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts.

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the conversion of borrowed money into capital shall cease to apply to the Bournemouth Company.

**3.** In this Act the several words and expressions to which meanings are assigned in the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction And in this Act unless the subject or context otherwise requires—

Interpretation.

“The Bournemouth Company” means the Bournemouth Gas and Water Company ;

“The Christchurch Company” means the Christchurch Gas Company ;

“The Wimborne Company” means the Wimborne Minster Waterworks Company Limited ;

“The Christchurch undertaking” means the undertaking and property of the Christchurch Company including all the lands buildings goods stock-in-trade stores chattels moneys credits bills notes rights privileges and authorities and all other the property real and personal of the Christchurch Company including things in action and the full benefit of all contracts and agreements

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entered into by the Christchurch Company and which shall still be uncompleted at the date of transfer hereinafter mentioned ;

“The Wimborne undertaking” means the undertaking and property of the Wimborne Company including all the lands buildings goods chattels moneys credits bills notes rights privileges and authorities and all other the property real and personal of the Wimborne Company including things in action and the full benefit of all contracts and agreements entered into by the Wimborne Company and which shall still be uncompleted at the date of transfer hereinafter mentioned ;

“The scheduled agreements” means the agreements set forth in the First and Second Schedules to this Act ;

“The Act of 1873” means the Bournemouth Gas and Water Act 1873 ;

“The Act of 1878” means the Bournemouth Gas and Water Act 1878 ;

“The Act of 1896” means the Bournemouth Gas and Water Act 1896 ;

“The Act of 1902” means the Bournemouth Gas and Water (Poole Gas Transfer) Act 1902 ;

“The Act of 1903” means the Bournemouth Gas and Water Act 1903 ;

“The Acts of 1873 to 1903” means the Act of 1873 the Act of 1878 the Act of 1896 the Act of 1902 and the Act of 1903 ;

“The Christchurch Act 1877” means the Christchurch Gas Act 1877 ;

“The Christchurch Act 1912” means the Christchurch Gas Act 1912 ;

“The Christchurch Acts 1877 and 1912” means the Christchurch Act 1877 and the Christchurch Act 1912 ;

“The Wimborne Order 1888” means the Wimborne Minster Water Order 1888 ;

“The Wimborne Order 1912” means the Wimborne Minster Water Order 1912 ;

“The Wimborne Orders 1888 and 1912” means the Wimborne Order 1888 and the Wimborne Order 1912; A.D. 1913.

“The corporation” means the mayor aldermen and burgesses of the borough of Bournemouth.

TRANSFER OF CHRISTCHURCH UNDERTAKING AND  
WIMBORNE UNDERTAKING.

4.—(1) The agreement dated the sixth day of December one thousand nine hundred and twelve made between the Bournemouth Company of the one part and the Christchurch Company of the other part as set forth in the First Schedule to this Act is hereby confirmed and made binding on the Bournemouth Company and the Christchurch Company respectively and the Christchurch Company shall sell and the Bournemouth Company shall purchase the Christchurch undertaking at the time for the consideration in the manner and generally on the terms set forth in the said agreement. Confirmation of scheduled agreements.

(2) The agreement dated the eleventh day of November one thousand nine hundred and twelve made between the Bournemouth Company of the one part and the Wimborne Company of the other part as set forth in the Second Schedule to this Act is hereby confirmed and made binding on the Bournemouth Company and the Wimborne Company respectively and the Wimborne Company shall sell and the Bournemouth Company shall purchase the Wimborne undertaking at the time for the consideration in the manner and generally on the terms set forth in the said last-mentioned agreement.

5.—(1) As on and from the thirty-first day of December one thousand nine hundred and thirteen (in this Act referred to as “the date of transfer”) the Christchurch undertaking shall by virtue of this Act be transferred to and vested in the Bournemouth Company upon and subject to the terms and conditions contained in this Act and the agreement set forth in the First Schedule to this Act and the Christchurch undertaking shall thenceforth form part of the undertaking of the Bournemouth Company. Transfer of Christchurch and Wimborne undertakings.

(2) As on and from the date of transfer the Wimborne undertaking shall by virtue of this Act be transferred to and vested in the Bournemouth Company upon and subject to the terms and conditions contained in this Act and the agreement

A.D. 1913. set forth in the Second Schedule to this Act and the Wimborne undertaking shall thenceforth form part of the undertaking of the Bournemouth Company.

(3) The production of a King's Printer's copy of this Act duly stamped shall be conclusive evidence in all courts and proceedings of the transfer to and vesting in the Bournemouth Company of the Christchurch undertaking and the Wimborne undertaking.

(4) In the event of the amount of the consideration for the transfer of the Christchurch undertaking not being ascertained before the date of transfer the date of the final ascertainment of that amount shall for the purposes of section 12 of the Finance Act 1895 (which relates to stamp duty on property vested by Act of Parliament) be treated as the date of vesting.

Mortgage  
debt of  
Christchurch  
Company.

6. Notwithstanding the provisions of this Act and the transfer to the Bournemouth Company of the Christchurch undertaking the mortgage debt of the Christchurch Company amounting to eight thousand seven hundred and fifty pounds and the interest thereon shall continue charged on the Christchurch undertaking and shall have priority in respect thereof over any mortgages granted or debenture stock created and issued by the Bournemouth Company and the provisions of section 12 of the Christchurch Act 1912 shall apply in respect of such mortgage debt and the mortgagees entitled to the same as if this Act had not been passed.

Receipt for  
purchase  
money.

7. The receipt in writing of two directors of the Christchurch Company for any money to be paid to the Christchurch Company or for any shares to be allotted under the provisions of the next following section of this Act by the Bournemouth Company shall effectually discharge the Bournemouth Company from the sum which in such receipt shall be acknowledged to have been received and from being bound to see to the application thereof and from being answerable or accountable for the loss misapplication or non-application thereof. Provided that if from any cause the Bournemouth Company are unable to obtain such receipt they may pay the money into the Bank of England in the name of the Paymaster-General for and on behalf of the Supreme Court to an account to be opened in the matter of this Act and a receipt shall be given to the Bournemouth Company by the cashier of the said bank for the money which shall have the same effect as the receipt of two directors of the Christchurch Company.



8.—(1) From and after the date of transfer the Christchurch Company shall subsist only for the purpose of paying their debts and liabilities and of receiving and recovering the sums payable to them as provided by this Act and distributing the same and the purchase money and other moneys payable to the Christchurch Company in accordance with the provisions of this Act and for winding up the affairs of the Christchurch Company and carrying into effect the purposes of this Act so far as they relate to the Christchurch Company and the directors of the Christchurch Company who are in office at the date of transfer and the survivors or survivor of them shall continue in office without re-election and they or a majority of them shall have full power and authority to take all necessary proceedings for carrying into effect the several purposes of this section.

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Winding-up  
of Christ-  
church Com-  
pany.

If the number of directors of the Christchurch Company be reduced by death resignation or otherwise below three before the completion of such winding-up the continuing directors shall from time to time choose a person or persons who is or are or immediately before the date of transfer was or were a shareholder or shareholders of the Christchurch Company to fill the vacancy or vacancies so caused.

(2) As soon as may be after the date of transfer the Christchurch Company shall subject to the provisions of this Act be wound up under and in accordance with the provisions of and in the same manner and with the same incidents as if the Christchurch Company were a company registered under the Companies (Consolidation) Act 1908 and had on the date of transfer duly passed a special resolution requiring the Christchurch Company to be wound up voluntarily and for the purposes of such winding-up the Christchurch Company shall from and after the passing of this Act be deemed to be registered in England under the said Act. And for the purposes of calling and holding meetings and passing resolutions and other matters incident to such winding-up resolutions of meetings of the Christchurch Company duly convened and held may and shall take effect as resolutions of a company duly registered.

(3) The directors of the Christchurch Company shall pay and distribute amongst the several persons who at the date of transfer are the registered holders of shares in the capital of the Christchurch Company or their respective executors administrators or assigns the amount paid by the Bournemouth

A.D. 1913. — Company as consideration for the transfer of the Christchurch undertaking under the agreement set forth in the First Schedule to this Act in such proportions amongst the different classes of shareholders as the arbitrator to be appointed under the said agreement shall direct and for the purpose of such distribution the several persons whose names shall appear in the books of the Christchurch Company on the date of transfer as the proprietors of shares therein shall unless the contrary be proved to the satisfaction of the directors be considered to be shareholders of the Christchurch Company and the receipt in writing of such persons or of their executors administrators or assigns or of the committee of the estate or guardian of any such person who shall be an idiot lunatic or minor shall be an effectual discharge to the Christchurch Company and the directors thereof for the money therein expressed to be received and shall exonerate them from any obligation affecting the shares in respect whereof the money is paid.

(4) If any person or persons who shall be entitled to be paid any part of the amount to be awarded by the arbitrator shall be prepared to accept shares in the Bournemouth Company in satisfaction or in part satisfaction of the amount payable to him or them the Bournemouth Company may allot shares to such person or persons accordingly at the average price of the last preceding sale of shares of the Bournemouth Company by auction or tender and the provisions of this Act whereof the marginal note is "New shares or stock to be sold by auction or tender" shall not apply to any shares issued under the provisions of this section Any person being a trustee executor administrator or person under disability may accept such shares in substitution for shares in the Christchurch Company held by him and may subject to the provisions of this Act retain dispose of or otherwise deal with the same as fully and freely in all respects as he might have retained disposed of or otherwise dealt with the shares in the Christchurch Company.

(5) After the date of transfer and until the Christchurch Company shall be finally wound up and dissolved the Christchurch Company shall be entitled to retain the directors' minute books and register of shareholders and other books relating solely to the holders of shares in and to the constitution of the Christchurch Company and shall have access at all reasonable times to the other books documents and accounts relating to the

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Christchurch undertaking for the purpose of making up the accounts of the Christchurch Company to the date of transfer and for all other reasonable purposes in relation to the winding-up of the Christchurch Company and upon the winding-up of the Christchurch Company the said books retained by them (other than such of the books of the Christchurch Company as relate exclusively to the shareholders in and the members and constitution of the Christchurch Company) shall be handed over to the Bournemouth Company.

(6) On the completion of the winding-up of the affairs of the Christchurch Company in accordance with the provisions of this Act the Christchurch Company shall by virtue of this Act be dissolved.

9.—(1) As soon as reasonably practicable after the date of transfer the Bournemouth Company shall subject to and in accordance with the provisions of this Act issue and pay to each of the persons who shall immediately before that date hold the eight hundred shares of ten pounds each issued or to be issued by the Wimborne Company in accordance with the agreement set forth in the Second Schedule to this Act one "B" seven per centum additional ordinary share of the Bournemouth Company together with the sum of five pounds in cash for each fully paid share of ten pounds of the Wimborne Company held by him.

Bournemouth Company to issue shares in substitution for shares of Wimborne Company.

(2) On the date of transfer there shall be by virtue of this Act and without any other requisite created such number of "B" additional shares of the Bournemouth Company as shall be requisite to provide the said number of shares to be issued to the shareholders of the Wimborne Company and such shares shall be vested in such holders as on and from the date of transfer and such holders shall be registered in the books of the Bournemouth Company forthwith after the date of transfer as the holders of such shares accordingly.

(3) The shares to be created as aforesaid shall be deemed and taken to be fully paid and shall form part of the general capital of the Bournemouth Company and shall rank as from the date of transfer for dividend and other purposes *pari passu* with the existing "B" additional ordinary shares of the Bournemouth Company.

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Shares of  
Bournemouth Com-  
pany held on  
same trusts  
as shares of  
Wimborne  
Company.

**10.** The shares of the Bournemouth Company of which the holders of shares of the Wimborne Company are pursuant to the provisions of this Act respectively registered as the holders and the sums of cash to be paid by the Bournemouth Company under this Act shall after registration and payment thereof be held in the same right on the same trusts and subject (so far as is consistent with such provisions) to the same powers provisions charges and liabilities as those in upon or to which the shares of the Wimborne Company for which such shares of the Bournemouth Company and sums of cash are respectively substituted were held or were subject immediately before the date of transfer and shall be dealt with applied and disposed of accordingly and so as to give effect to and not to revoke any deed will or other instrument disposing of or affecting any such shares of the Wimborne Company and trustees executors or administrators and all other holders in any representative or fiduciary capacity of any share of the Wimborne Company are hereby expressly authorised and required to accept any shares of the Bournemouth Company of which they are pursuant to the provisions of this Act registered as the holders and any sums of cash paid to them under the provisions of this Act and to hold dispose of or otherwise deal with such shares and sums of cash in all respects as they might have held disposed of or otherwise dealt with the shares of the Wimborne Company for which the same are substituted and are hereby indemnified in respect of all acts bonâ fide done by them in pursuance of the provisions of this Act.

Exchange of  
certificates.

**11.** The Bournemouth Company shall call in the certificates for shares of the Wimborne Company for which shares of the Bournemouth Company and sums of cash are substituted under the provisions of this Act and shall issue free of charge in exchange for those certificates to the respective holders of the shares of the Wimborne Company represented thereby certificates for the shares of the Bournemouth Company to which those holders are by this Act respectively entitled but no holder of shares of the Wimborne Company shall be entitled to a new certificate or to receive any such sum of cash as aforesaid until he shall have delivered up to the Bournemouth Company to be cancelled the existing certificate for which such certificate and sum of cash are to be substituted or shall have proved to the

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reasonable satisfaction of the directors of the Bournemouth Company the loss or destruction of such certificate and shall have given to the Bournemouth Company an indemnity against any and every claim in respect of such lost or destroyed certificate or the shares represented thereby;

Provided that until the issue of such new certificate the holders of the shares of the Wimborne Company shall have and possess the same rights and privileges as if the certificates of those shares were certificates for the shares of the Bournemouth Company to be issued under the provisions of this Act in substitution for the shares of the Wimborne Company represented by such existing certificates but if any such holder neglect or omit to send or deliver to the Bournemouth Company his certificate or certificates for shares of the Wimborne Company for the period of one year after notice in writing sent by post to the address of such holder appearing in the books of the Wimborne Company the Bournemouth Company may suspend the payment of any dividends or interest declared or becoming payable upon or in respect of the shares of the Bournemouth Company so held by him until such certificate or certificates is or are delivered up to the Bournemouth Company or is or are proved to the reasonable satisfaction of the directors of that Company to have been lost or destroyed and until such indemnity as aforesaid shall have been given.

**12.** All transfers or other dispositions of any shares of the Wimborne Company made but not registered prior to the issue by the Bournemouth Company to the holder of such shares of the certificate or certificates for the shares of the Bournemouth Company to which such holder is entitled under the provisions of this Act shall notwithstanding the provisions of this Act be valid and operate as transfers of the shares of the Bournemouth Company which represent the shares of the Wimborne Company thereby expressed to be transferred or disposed of and which are substituted for the same by this Act although the instrument of transfer or disposition shall describe the same as a share or shares of the Wimborne Company and the Bournemouth Company shall accordingly register the stock in the name of the transferee or person taking under the disposition and pay to such transferee or person the sum payable in cash and any bequest of or any covenant or provision of any deed or instrument which ought in the circumstances to

Transfers of shares of Wimborne Company to operate as transfers of shares of Bournemouth Company.

A.D. 1913. apply to the share or shares of the Wimborne Company so transferred or disposed of as aforesaid shall be held to apply to (a) the shares of the Bournemouth Company which are substituted for such share or shares of the Wimborne Company and (b) the sum in cash payable under the provisions of this Act in respect of such shares of the Wimborne Company.

Wimborne Company's books to be evidence as to holders of shares.

**13.**—(1) The several persons who immediately before the date of transfer appear on the registers of the Wimborne Company as holders of shares of that company or the respective executors administrators or assigns of such persons shall for the purposes of this Act and subject to the provisions of the section of this Act of which the marginal note is “Transfers of shares of Wimborne Company to operate as transfers of shares of Bournemouth Company” be deemed to be holders of shares of the Wimborne Company and the secretary of the Wimborne Company shall on the date of transfer deliver to the Bournemouth Company at the principal office of that Company the said registers and on and after the date of transfer the registers of transfers of shares of the Wimborne Company shall be permanently closed and (except as provided by the last-mentioned section of this Act) no transfer of any share or shares of the Wimborne Company made on or after that date shall as between the Bournemouth Company and the party claiming thereunder be of any effect.

(2) The issue by the Bournemouth Company of certificates for shares of the Wimborne Company as aforesaid together with the payment of the sums payable in cash under the provisions of this Act to the persons whose names appear on the said registers as registered holders of shares of the Wimborne Company or the respective executors or administrators of such persons or to the persons entitled thereto pursuant to the section of this Act of which the marginal note is “Transfers of shares of Wimborne Company to operate as transfers of shares of Bournemouth Company” shall be a sufficient discharge to the Bournemouth Company for all purposes.

Receipts in cases of persons not sui juris.

**14.** If any share or money is to be issued or paid to a shareholder mortgagee or debenture stock holder being a minor idiot or lunatic the receipt of his guardian or of the committee of his estate (as the case may be) shall be a sufficient discharge to the Bournemouth Company.

**15.** If at the date of transfer any action arbitration or proceeding or any cause of action arbitration or proceeding is pending or existing by or against or in favour of the Christchurch Company or the Wimborne Company the same shall not abate or be discontinued or be in anywise prejudicially affected by reason of the transfer to the Bournemouth Company of the Christchurch undertaking or the Wimborne undertaking or of anything in this Act but the same may be continued prosecuted and enforced by against or in favour of the Bournemouth Company as and when it might have been continued prosecuted and enforced by against or in favour of the Christchurch Company or the Wimborne Company (as the case may be) if this Act had not been passed but not further or otherwise.

A.D. 1913.  
Pending  
actions.

**16.** All agreements contracts conveyances deeds and other instruments affecting the Christchurch Company or the Wimborne Company and in force at the date of transfer shall (subject as hereinafter provided) as from such date be as binding and of as full force and effect against or in favour of the Bournemouth Company (as the case may be) and may be enforced as fully and effectually as if instead of the Christchurch Company or the Wimborne Company (as the case may be) the Bournemouth Company had been a party thereto or bound thereby or entitled to the benefit thereof:

Contracts to  
be binding.

Provided that no agreement or contract made or entered into by the Christchurch Company or the Wimborne Company in contravention of the provisions of the scheduled agreements shall be binding on or of any force or effect against or in favour of the Bournemouth Company unless made or entered into with the consent in writing of the Bournemouth Company.

**17.** All rents rates and charges and other sums and debts at the date of transfer due and payable or accruing due and payable to the Christchurch Company or the Wimborne Company shall be payable to and may be collected recovered and enforced by the Bournemouth Company in the same manner and with and by the same benefits and processes as those with and by which the Christchurch Company or the Wimborne Company (as the case may be) might have enforced the same and shall belong to the Bournemouth Company for their own benefit.

Collection of  
outstanding  
debts.

**18.** All books and documents which if this Act had not been passed would have been evidence in respect of any matter

Books &c. to  
remain evi-  
dence.

A.D. 1913. for or against the Christchurch Company or the Wimborne Company (as the case may be) shall be admitted in evidence in respect of the same or the like matter for or against the Bournemouth Company.

Officers of Christchurch and Wimborne Companies to be accountable for books &c.

**19.** All officers and persons who at the date of transfer have in their possession or under their control any books documents papers moneys or effects forming part of the Christchurch undertaking or of the Wimborne undertaking shall (subject to the provisions of the section of this Act of which the marginal note is "Winding-up of Christchurch Company") be liable to account for and deliver up the same to the Bournemouth Company or to such persons as the Bournemouth Company may appoint to receive the same and subject to the same consequences on refusal or neglect as if such officers and persons had been appointed by and become possessed of such books documents papers moneys and effects for the Bournemouth Company.

#### EXTENSION OF LIMITS.

Extension of limits for supply of gas and water.

**20.**—(1) The limits of the Bournemouth Company for the supply of gas are hereby extended so as to include the area which at the passing of this Act formed the limits of supply of the Christchurch Company under the Christchurch Acts 1877 and 1912 and also the area described in the Third Schedule to this Act.

(2) The limits of the Bournemouth Company for the supply of water are hereby extended so as to include the area which at the passing of this Act formed the limits of supply of the Wimborne Company under the Wimborne Orders 1888 and 1912 (in this Act referred to as "the Wimborne area") and also the said area described in the Third Schedule to this Act.

(3) The limits of supply of gas and water of the Bournemouth Company as extended by this Act are respectively shown in pink colour on maps signed in triplicate by Herbert Craig Esquire the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and which maps have been deposited in the Parliament Office of the House of Lords the Private Bill Office of the House of Commons and in the principal office of the Company.

(4) The Bournemouth Company shall not supply water derived from any well pumping station or other source of supply



forming part of the undertaking of the Wimborne Company after the expiration of one year from the passing of this Act unless they shall have effectually excluded therefrom all surface water and provided and erected such plant and apparatus as shall be sufficient to soften such water to a degree of hardness not exceeding ten degrees according to Clarke's scale before passing the same into their distributing mains and the Bournemouth Company shall thereafter maintain and use such plant and apparatus so as to soften such water in manner aforesaid. A.D. 1913.

(5) All water supplied within the Wimborne area shall as from the date of transfer be softened so as not to exceed the degree of hardness mentioned in subsection (4) of this section.

**21.** If at any time after the expiration of seven years from the commencement of this Act the Bournemouth Company are not furnishing or prepared on demand to furnish a sufficient supply of water in accordance with the provisions of this Act in any part of the district of any local authority within the limits for the supply of water by this Act added to the Bournemouth Company's existing limits for the supply of water the local authority of that district may provide a supply in accordance with the provisions of the Public Health Act 1875 or the local authority or any company body or person may apply for an Act of Parliament or Provisional Order for the purpose of supplying water in any part of such added district not sufficiently supplied by the Bournemouth Company and for the repeal of the powers of the Bournemouth Company in that behalf. Power to local authority &c. to supply water in case Bournemouth Company fails to supply.

If any difference shall arise between the Bournemouth Company and any such local authority company body or person as to the sufficiency of the supply of water in any part of such district such difference shall be settled by an arbitrator to be appointed on the application of either party by the Board of Trade.

**22.**—(1) Subject to the provisions of this Act the Bournemouth Company throughout their respective limits for the supply of gas and water as extended and altered by this Act shall have and may exercise the same powers rights privileges and authorities and shall be subject to the same duties and obligations as at the passing of this Act they have and may exercise and are subject to within their then existing Powers of Bournemouth Company to be exerciseable within extended limits.

A.D. 1913. — limits for the supply of gas and water respectively and the provisions of the Acts of 1873 to 1903 and this Act and the byelaws orders and proceedings of the Bournemouth Company so far as they relate to their gas and water undertakings respectively shall apply and be in force with respect to the whole of the limits prescribed by the said Acts and this Act for the supply of gas and water respectively.

(2) Section 30 of the Act of 1896 shall in its application to the supply of water by the Bournemouth Company within the area described in the Third Schedule to this Act have effect as if the following rates and charges were substituted for the charges and rates mentioned in subsection (1) of the said section 30 (that is to say):—

(a) Where the rateable value of the premises supplied with water does not exceed ten pounds per annum the sum of threepence per week;

(b) Where the rateable value of the premises supplied with water exceeds ten pounds per annum the rate of seven and a half per centum per annum of such rateable value;

and as if in subsection (4) “two shillings and sixpence” were substituted for “two shillings.”

(3) Section 25 of the Act of 1902 shall not apply to the supply of water by the Bournemouth Company within the area mentioned in subsection (2) of this section.

(4) The Bournemouth Company shall be at liberty to charge one shilling and sixpence per thousand gallons for all water supplied within the area mentioned in subsection (2) of this section for any of the purposes mentioned in section 57 of the Act of 1873.

(5) The words “nor unless such private fixed bath shall be so constructed as to contain when filled for use not more than fifty gallons of water” in section 58 of the Act of 1873 are hereby repealed and the Bournemouth Company may charge for every fixed bath capable of containing more than fifty gallons such sum as the Bournemouth Company may think fit such additional sum to be paid quarterly in advance and to be recoverable in all respects with and as the water rate.

**23.** The price to be charged for water supplied within the Wimborne area shall be as follows:—

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(a) For a period not exceeding ten years from the date of transfer the rates authorised by sections 17 and 18 of the Wimborne Order 1888 and section 16 of the Wimborne Order 1912. Provided always that if the rates charged by the Bournemouth Company at the date of transfer within the borough of Bournemouth shall at any time within such period be reduced a proportionate reduction shall be made in the rates authorised by this subsection:

Rate for  
water in  
Wimborne  
area.

(b) As from the expiration of such period the said sections 17 and 18 of the Wimborne Order 1888 and section 16 of the Wimborne Order 1912 shall be repealed and the rates charged for water supplied shall be the same as those charged from time to time within the borough of Bournemouth.

**24.**—(1) Notwithstanding anything contained in the Acts of 1873 to 1903 the Bournemouth Company shall not as from the date of transfer be entitled to demand in respect of water supplied to the corporation or the Wimborne Urban District Council for public purposes a greater price than at the rate of ninepence per thousand gallons.

Price of  
water to cor-  
poration and  
Wimborne  
Urban Dis-  
trict Council  
for public  
purposes.

(2) As from the date of transfer the words “not exceeding one shilling and sixpence per thousand gallons” in section 57 of the Act of 1873 and the whole of section 31 of the Act of 1896 are hereby repealed.

**25.** Notwithstanding anything contained in the Acts of 1873 to 1903 the Bournemouth Company shall not (from the date of transfer) charge in respect of a supply of water by meter within the borough of Bournemouth and within the Wimborne area a price greater than 1s. 9d. per 1,000 gallons.

Price for  
supply of  
water by  
meter.

**26.** The Bournemouth Company shall not be bound to supply more than one house by means of the same communication pipe and they may if they think fit require that a separate pipe be laid from the main pipe into each house supplied by them with water.

Bourne-  
mouth Com-  
pany not  
bound to sup-  
ply several  
houses by  
one pipe.

A.D. 1913.

—  
Repeal of  
Christchurch  
Acts 1877  
and 1912 and  
Wimborne  
Orders 1888  
and 1912  
with certain  
exceptions.

**27.**—(1) As from the date of transfer the Christchurch Acts 1877 and 1912 and the Wimborne Orders 1888 and 1912 shall be repealed except the provisions of those Acts and Orders which are set out in the Fourth Schedule to this Act. Provided that the Christchurch Acts 1877 and 1912 shall continue in force after the date of transfer so far as may be necessary for giving effect to the provisions of the section of this Act of which the marginal note is “Winding-up of Christchurch Company.”

(2) The Bournemouth Company shall within the area of supply of the Christchurch Company or the Wimborne area as the case may be have the powers and rights and be subject to the obligations of the provisions which are set out in the Fourth Schedule to this Act as if the Bournemouth Company were named in those provisions instead of the Christchurch Company or the Wimborne Company (as the case may be).

Price of gas  
in Christ-  
church dis-  
trict.

**28.** The price to be charged per one thousand cubic feet of gas supplied within the area which at the passing of this Act formed the limits of supply of the Christchurch Company shall be as follows:—

- (a) For a period of two years from the date of transfer one shilling in excess of the price actually charged to private consumers under similar circumstances within the borough of Bournemouth (hereinafter referred to as “the Bournemouth price”):
- (b) On the expiration of such period for a further period of two years tenpence in excess of the Bournemouth price:
- (c) On the expiration of such further period for a further period of two years eightpence in excess of the Bournemouth price:
- (d) On the expiration of such further period for a further period of two years sixpence in excess of the Bournemouth price:
- (e) From and after the expiration of eight years from the date of transfer not more than fourpence in excess of the Bournemouth price.

**29.** The price to be charged per one thousand cubic feet of gas supplied by the Bournemouth Company within the area described in the Third Schedule to this Act shall for a period of five years from the passing of this Act be sixpence in excess of the price actually charged to private consumers under similar circumstances within the borough of Bournemouth (hereinafter referred to as "the Bournemouth price") and after the expiration of the said period of five years the price to be charged as aforesaid may be such price as the Bournemouth Company may determine not being less than the Bournemouth price and not being greater than that price by a greater sum than sixpence per one thousand cubic feet of gas.

A.D. 1913.  
Price of gas  
in area in  
Third  
Schedule.

**30.** Notwithstanding anything contained in the Acts of 1873 to 1903 or this Act the maximum price to be charged by the Bournemouth Company for gas supplied to the corporation for lighting purposes shall in no case be higher than the lowest price charged by the Bournemouth Company for gas supplied by them to any consumer for lighting purposes. Provided that the provisions of this section shall not apply to gas supplied to the corporation under the provisions of an agreement dated the fifteenth day of October one thousand nine hundred and twelve and made between the Bournemouth Company of the one part and the corporation of the other part.

As to prices  
of gas sup-  
plied to cor-  
poration.

**31.** The following provisions for the protection and benefit of the corporation in relation to their tramway undertaking shall unless otherwise agreed in writing between the corporation and the Bournemouth Company and in addition to any other provisions enuring for the protection and benefit of the corporation apply and have effect in respect of the exercise of the powers conferred upon the Bournemouth Company by the Acts of 1873 to 1903 or this Act or the enactments incorporated therewith respectively (that is to say):—

For protec-  
tion of cor-  
poration's  
tramways.

- (1) Not less than three clear days before commencing the execution of any works which will affect the tramways of the corporation in any road in which such tramways are laid the Bournemouth Company shall submit to the corporation plans sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and (except in the case of emergency) a notice stating

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the date when it is proposed to commence such works and if within three days from the submission of such plans sections and description the corporation disapprove thereof or make any requirements in relation thereto such works shall not be commenced (except in the case of emergency) until the said plans sections and description have been agreed or settled by arbitration as hereinafter provided:

Provided that if the Corporation do not within three days after such submission signify their approval or disapproval of the said plans sections and description or their requirements in relation thereto they shall be deemed to have approved thereof and the Bournemouth Company may proceed to execute the works (at the cost in all things of the Bournemouth Company) in accordance with such plans sections and description. All works involving interference with or affecting the tramways of the corporation or the works connected therewith shall be executed to the reasonable satisfaction of the engineer of the corporation:

- (2) All mains pipes and works to be laid in or along any road for the time being belonging to or under the control of the corporation in or along which a tramway is laid shall be laid in such a position in or at the side thereof as the corporation under the hand of their engineer may reasonably direct:
- (3) The Bournemouth Company shall carry out all such works as aforesaid so as not to cause any interruption of or impediment to the traffic on the tramways of the corporation and so as not to stop impede or interfere with more than is absolutely necessary the traffic over or along any street or road in the said borough in or along which a tramway of the corporation is laid and the Bournemouth Company shall not open or break up at any one time a greater length in any such street or road than one hundred yards or than fifty yards at any point where two carts cannot pass each other:
- (4) The expenses of all repairs or renewals of the corporation's tramways or any works in connection therewith which may at any time hereafter be rendered necessary

by the defaults of the Bournemouth Company their contractors agents workmen or servants or any person in the employ of them or any or either of them or rendered necessary by reason of any subsidence resulting from the works of the Bournemouth Company whether during the construction of their works or within twelve months thereafter shall be borne and paid by the Bournemouth Company and may be recovered against the Bournemouth Company by the corporation:

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- (5) If any difference shall arise between the corporation and the Bournemouth Company under this section the same shall be determined by an arbitrator to be appointed in case of difference by the President of the Institution of Civil Engineers on the application of either party and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

**32.** Notwithstanding anything contained in this Act or in the Acts of 1873 to 1903 the Bournemouth Company shall not without the consent of the corporation which consent shall not be unreasonably refused lay down any mains pipes or other works for or in connection with the supply of gas or water through along or under the grass or other ornamental borders to any street or road within the borough of Bournemouth whether repairable by the inhabitants at large or not.

As to ornamental borders &c. within borough of Bournemouth.

**33.** For the protection of the London and South Western Railway Company (in this section referred to as "the South Western Company") the following provisions shall (unless otherwise agreed between the Bournemouth Company and the South Western Company) apply and have effect:—

For protection of London and South Western Railway Company.

- (A) In laying down repairing or removing any mains or pipes or executing any other works after the passing of this Act in the exercise of the powers contained in the Acts of 1873 to 1903 the Christchurch Acts 1877 and 1912 the Wimborne Orders 1888 and 1912 and this Act upon across over under or in any way affecting the South Western Railway or any bridge over or under such railway or any approaches to any such bridge or within ten yards of the nearest rail

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—

of any running line of the South Western Railway the same shall be laid down repaired removed or executed under the superintendence and to the reasonable satisfaction of the chief engineer of the South Western Company and according to such plans sections and specifications and except in cases of urgent necessity at such times as shall be previously submitted to and as shall be reasonably approved in writing by him and any such works shall be executed by and at the expense in all things of the Bournemouth Company and so as not to cause any injury to the said railway or to any such bridge or the approaches thereto which is or are the property of or repairable by the South Western Company or any interruption to the passage or conduct of the traffic on such railway and all such work shall be done by and at the expense of the Bournemouth Company who shall restore and make good to the reasonable satisfaction of the said engineer the roads over or under any bridge or over any level crossing of the railways of the South Western Company or over the approaches to any such bridge or level crossing which are the property of or repairable by the South Western Company so far as the same may be disturbed or interfered with by or owing to the operations of the Bournemouth Company and the Bournemouth Company shall so execute any works as having regard to the existing level of the roadway shall interfere with or impede as little as possible any improvement or widening of such railway or bridge or the introduction of side openings to such bridge Provided that if the said engineer does not express his approval or disapproval of the said plans sections and specifications within twenty-eight days after the same shall have been submitted to him he shall be deemed to have approved thereof and if the said engineer shall refuse or neglect to superintend any operation the Bournemouth Company may execute the work without his superintendence Provided also that where there is not sufficient space on any bridge to lay any mains or pipes between the road surface and the structure of any such bridge the South Western Company may



require such mains or pipes to be carried below the railway of the South Western Company clear of any bridge or outside or independently of the structure of any such bridge and shall afford all reasonable facilities for the purpose:

- (B) If in the execution of the works or the subsequent renewal repair or failure thereof any injury or damage to or any interruption of the South Western Company's traffic shall be in any way directly or indirectly occasioned by the Bournemouth Company or by their contractors agents or workmen the Bournemouth Company shall forthwith make full compensation to the South Western Company in respect thereof:
- (C) Except in cases of emergency when notice shall be immediately given to the station master of the South Western Company at the nearest railway station the Bournemouth Company shall give twenty-one days' notice in writing to the South Western Company before commencing any works affecting the railway or works of the South Western Company or within ten yards of the nearest rail of any running line of the South Western Railway:
- (D) All mains pipes and other works of the Bournemouth Company upon across over under or in any way affecting the South Western Railway or any bridge over or under the same or the approaches thereto which are the property of or repairable by the South Western Company shall be at all times maintained in good repair by the Bournemouth Company and in default of their being so maintained the South Western Company may from time to time by notice in writing signed by their said engineer and delivered at the principal office for the time being of the Bournemouth Company require the Bournemouth Company to forthwith put into good repair any such main pipe or other work as aforesaid as may be in want of repair and if the Bournemouth Company for seven days after the receipt of such notice refuse or neglect to proceed with the repair of the same and do not dispute the necessity thereof the South Western Company may without any further notice to the

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Bournemouth Company repair the same and all expenses reasonably incurred by them in or about such repair shall be repaid to them by the Bournemouth Company Provided that in case of accidents happening or immediate danger being apprehended to the South Western Railway or any bridge over or under such railway or the approaches thereto by reason of any such main pipe or other work as aforesaid being in want of repairs the South Western Company may without giving such notice as aforesaid make such repairs as may be necessary and the expenses of the same shall be repaid as hereinbefore provided :

- (E) If the South Western Company elect so to do where any mains or pipes require to be laid under or across any level crossings of their railways they may themselves upon giving fourteen days' notice in writing to the Bournemouth Company lay the same but so nevertheless that such mains or pipes shall be provided by the Bournemouth Company and the South Western Company shall lay the same under the superintendence and to the reasonable satisfaction of the Bournemouth Company's engineer All the reasonable costs charges and expenses incurred by the South Western Company under this subsection shall be repaid to them by the Bournemouth Company :
- (F) The Bournemouth Company shall bear and on demand pay to the South Western Company all reasonable costs of the superintendence by them of the construction of the works and repairs thereof and all reasonable costs of watching lighting and protection of the South Western Railway with reference to and during such construction and repairs so far as such costs may be in case of difference determined by the arbitrator to have been necessary but such superintendence by the South Western Company shall not relieve the Bournemouth Company from liability for any accident which may be occasioned by or through the operations of the Bournemouth Company or by their contractors agents or workmen :

- (G) If at any time it is found necessary in order to enable the South Western Company to carry out any alterations renewals repairs or extensions of their railway or works to alter the position of the said mains pipes or works the Bournemouth Company shall on receiving notice in writing from the South Western Company afford all reasonable facilities for the purpose : A.D. 1913.
- (H) Any difference which may arise between the South Western Company and the Bournemouth Company touching any of the matters hereinbefore referred to in this section shall be decided by a single arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such references :
- (I) As from the passing of this Act the provisions of this section shall be in substitution for the provisions of section 62 of the Act of 1896 section 50 of the Christchurch Act 1912 and section 14 of the Wimborne Order 1888 and the said sections of the Act of 1896 the Christchurch Act 1912 and the Wimborne Order 1888 shall be repealed.

#### ADDITIONAL CAPITAL.

**34.** In addition to the powers of creating capital contained in the section of this Act whereof the marginal note is "Bournemouth Company to issue shares in substitution for shares of Wimborne Company" the Bournemouth Company may from time to time raise additional capital not exceeding in the whole one hundred and fifty thousand pounds by the creation and issue of new ordinary shares or stock or of new preference shares or stock or wholly or partially by one or more of those modes respectively but the Bournemouth Company shall not issue any share of less nominal value than ten pounds Provided that the Bournemouth Company shall not create and issue under the powers of this section any greater nominal amount of additional capital than shall be sufficient to produce including any premium which may be obtained on the sale thereof the sum of one hundred and fifty thousand pounds.

Power to  
raise addi-  
tional  
capital.

A.D. 1913.  
—  
Incidents of  
additional  
capital.

**35.** The additional capital created by the Bournemouth Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the capital of the Bournemouth Company authorised to be raised by the Act of 1896 of the same class or description and the new shares or stock were shares or stock in that capital.

Limits of  
dividend on  
new capital.

**36.** The Bournemouth Company shall not in any year declare or make out of their profits any larger dividends on the additional capital authorised by this Act than seven pounds in respect of every one hundred pounds actually paid up of so much of such capital as shall be issued as ordinary capital and six pounds in respect of every one hundred pounds actually paid up of so much of such capital as shall be issued as preference capital.

New shares  
or stock to  
be sold by  
auction or  
tender.

**37.**—(1) All shares or stock created under the powers of this Act (other than the shares to be issued to holders of shares of the Wimborne Company in substitution for such last-mentioned shares and any shares which may be allotted to the holders of shares of the Christchurch Company under the provisions of subsection (4) of the section of this Act whereof the marginal note is "Winding-up of Christchurch Company") shall be issued in accordance with the provisions of this section.

(2) All shares or stock so to be issued (other than as aforesaid) shall be offered for sale by public auction or tender in such manner at such times and subject to such conditions of sale as the Bournemouth Company shall from time to time determine Provided as follows:—

(a) Notice of the intended sale shall be given in writing to the town clerk of every borough and to the clerk of the district council of every urban or rural district any part of which is within the limits of supply of the Bournemouth Company and to the secretary of the London Stock Exchange at least twenty-eight days before the day of auction or the last day for the reception of tenders as the case may be and shall also be duly advertised once in each of two consecutive weeks in one or more local newspapers circulating within the said limits of supply:

- (b) A reserve price shall be fixed and notice thereof shall be sent by the Bournemouth Company in a sealed letter to be received by the Board of Trade not less than twenty-four hours before but not to be opened till after the day of auction or last day for the receipt of tenders as the case may be: A.D. 1913.
- (c) No lot offered for sale shall comprise shares or stock of greater nominal value than one hundred pounds:
- (d) In the case of a sale by tender no preference shall be given to one of two or more persons tendering the same sum except that if an offer by tender of any shareholder or shareholders of the Bournemouth Company be the same in amount as any offer made by any other person the offer of such shareholder or shareholders shall be accepted in preference. In the case of a sale by auction a bid shall not be recognised unless it is in advance of the last preceding bid:
- (e) It shall be one of the conditions of sale that the total sum payable by the purchaser shall be paid to the Bournemouth Company within three months after the date of the auction or of the acceptance of the tender as the case may be.

(3) Any shares or stock which have or has been so offered for sale and are or is not sold may be disposed of by the directors at a price not less than the reserve price put upon the same for the purpose of sale by auction or tender or may be offered at the reserve price to the holders of ordinary and preference shares or stock of the Bournemouth Company in accordance with the provisions of sections 18 19 and 20 of the Companies Clauses Act 1863 and to the employees of the Bournemouth Company and to the consumers of gas and water supplied by the Bournemouth Company in such proportions as the Bournemouth Company may think fit or to one or more of those classes of persons only. Provided in the case of an offer to holders of shares or stock that if the aggregate amount of shares or stock applied for shall exceed the aggregate amount so offered as aforesaid the same shall be allotted to and distributed amongst the applicants as nearly as may be in proportion to the amounts applied for by them respectively.

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(4) Any shares or stock which have been offered for sale in accordance with subsection (2) or with subsections (2) and (3) and are or is not sold may be again offered for sale by public auction or by tender in accordance with the provisions of this section and any such shares or stock then remaining unsold may be otherwise disposed of at such price and in such manner as the directors may determine for the purpose of realising the best price obtainable.

(5) As soon as possible after the conclusion of the sale or sales the Bournemouth Company shall send a report thereof to the Board of Trade stating the total amount of the respective shares or stock sold the total amount obtained as premium (if any) and the highest and lowest prices obtained for the respective shares or stock.

Power to borrow in respect of existing and additional capital.

**38.**—(1) The Bournemouth Company may at any time subject to the provisions of this Act borrow on mortgage of the undertaking in respect of the capital authorised by the Acts of 1873 to 1903 any sum or sums not exceeding in the whole (inclusive of the sums already borrowed by them under the provisions of those Acts) one-third part of the amount of such capital (including premiums thereon) which at the time of borrowing has been raised under the powers of those Acts.

(2) Provided that in any case where the Bournemouth Company have exercised powers of borrowing under the Acts of 1873 to 1903 and have obtained in respect thereof a certificate from the justice of the peace under the fortieth section of the Companies Clauses Consolidation Act 1845 it shall not be necessary for the Bournemouth Company to obtain any further certificate from the said justice in respect of any increased or additional amount authorised to be borrowed by subsection (1) of this section.

(3) The Bournemouth Company may also subject to the provisions of this Act borrow on mortgage of the undertaking in respect of the additional capital by this Act authorised to be created and issued any sum or sums not exceeding in the whole one-third part of the amount of such additional capital which at the time of borrowing has been raised under the powers of this Act but no sum shall be so borrowed until the Bournemouth Company have proved to the justice of the peace before he gives his certificate under the fortieth section of the Companies Clauses

Consolidation Act 1845 that the whole of the shares or stock at the time issued together with the premiums (if any) realised on the sale thereof shall have been fully paid up. A.D. 1913.

**39.** All mortgages and bonds granted by the Bournemouth Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages and bonds and subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over any mortgages granted by virtue of this Act but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Bournemouth Company. Existing mortgages to have priority.

**40.** The Bournemouth Company may in respect of the powers of raising money on mortgage or bond conferred upon them by this Act create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Bournemouth Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts or resolutions by which the stock or mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages. Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock. Debenture stock.

**41.** Section 18 of the Act of 1878 is hereby repealed but without prejudice to any appointment heretofore made or to any proceedings pending thereunder at the passing of this Act. The mortgagees of the undertaking of the Bournemouth Company may enforce payment of arrears of interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than five thousand pounds. Arrears may be enforced by appointment of a receiver.

**42.** The Christchurch undertaking and the Wimborne undertaking shall for the purposes of all debenture stock and mortgages created and issued or granted by the Bournemouth Company As to debenture stock and mortgages issued

A.D. 1913.  
—  
by Bourne-  
mouth Com-  
pany.

under any of the Acts of 1873 to 1903 (but subject to the provisions of the section of this Act of which the marginal note is "Mortgage debt of Christchurch Company") be deemed to form part of the undertaking authorised by those Acts.

Application  
of money.

**43.** All money raised under this Act including premiums shall be applied only to purposes to which capital is properly applicable and any sum of money which shall arise from the issue of any shares or stock by way of premium after deducting therefrom the expenses of and incident to such issue shall not be considered as part of the capital of the Bournemouth Company entitled to dividend. Provided that all such sums shall for the purpose of determining the powers of the Bournemouth Company to raise money by borrowing or the amount which the Bournemouth Company may carry to any reserve or other fund but for no other purpose be reckoned as part of the paid-up capital.

Application  
of excess of  
profits over  
authorised  
rate of divi-  
dend.

**44.** If the clear profits of the gas and water undertakings of the Bournemouth Company in any year together with the amount (if any) carried forward from the previous year amount to a larger sum than is sufficient to pay the dividend at the authorised rates on the share capital of the Bournemouth Company the excess shall be carried to the credit of the profit and loss (net revenue) account of the undertaking for the next following year:

Provided that the sum standing to the credit of such profit and loss (net revenue) account to be carried forward to the next following year shall not at any time after the expiration of the year ended on the thirty-first day of December one thousand nine hundred and fourteen exceed the amount required to pay one year's dividends at the authorised rates.

Power to  
create a  
special pur-  
poses fund.

**45.—(1)** The directors of the Bournemouth Company may if they think fit in any year appropriate out of the revenue of the Bournemouth Company as part of the expenditure on revenue account any sum not exceeding five hundred pounds to a fund to be called "the special purposes fund."

(2) The special purposes fund shall be applicable only to meet such charges as a chartered accountant or incorporated accountant being the auditor of the Bournemouth Company or appointed for the purpose by the Board of Trade shall approve as being—



(a) Expenses incurred by reason of accidents strikes or circumstances which due care and management could not have prevented; or A.D. 1913

(b) Expenses incurred in the replacement or removal of plant or works other than expenses requisite for maintenance and renewal of plant and works.

(3) The maximum amount standing to the credit of the special purposes fund shall not at any time exceed five thousand pounds.

(4) The moneys forming the special purposes fund or any portion thereof may be invested in securities in which trustees are authorised by law to invest or may be applied for the general purposes of the Bournemouth Company to which capital is properly applicable or may be used partly in the one way and partly in the other.

(5) Resort may from time to time be had to the special purposes fund notwithstanding that the sum standing to the credit of the fund is for the time being less than the maximum allowed by this section.

(6) The money or securities standing to the credit of the special purposes fund of the Christchurch Company at the passing of this Act shall be credited to the special purposes fund.

**46.** As from the passing of this Act subsection (3) of section 59 sections 61 66 78 79 and 80 of the Act of 1873 shall be repealed. Repeal of certain sections of Act of 1873.

#### MISCELLANEOUS.

**47.** Section 17 of the Act of 1896 is hereby repealed and from and after the first day of January one thousand nine hundred and fourteen the prescribed number of candles shall be not less than fourteen. Quality of gas.

**48.—**(1) The Bournemouth Company shall at any time within two years after the first day of January one thousand nine hundred and fourteen if and when required by any consumer of gas supplied by them supply to him and fix free of charge a sufficient number of flat flame burners suitable in all respects for the consumption of gas of the illuminating power prescribed by this Act in substitution for the flat flame burners in use before the said first day of January. Supply of suitable burners gratis in lieu of those in use.

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(2) Notice of the provisions of this section shall be given on each demand note of the Bournemouth Company sent out during the first-mentioned period of two years.

Pressure.

**49.**—(1) All gas supplied by the Bournemouth Company to any consumer of gas shall be supplied at such pressure as to balance a column of water not less than ten-tenths of one inch in height at the main or as near as may be to the junction therewith of the service pipe supplying the consumer.

(2) Any gas examiner appointed under the Gasworks Clauses Act 1871 may for the purposes of this Act subject to the terms of his appointment at the testing place or at any public lamp as and when he thinks fit test the pressure at which the gas is supplied. The Bournemouth Company shall afford to the examiner all reasonable facilities for making the test.

(3) Section 40 (Pressure of gas) of the Act of 1873 is hereby repealed.

Saving as to penalties.

**50.** No penalty shall be incurred by the Bournemouth Company for insufficiency of pressure defect of illuminating power or excess of impurity in the gas supplied by them in any case in respect of which it is proved that such insufficiency defect or excess was produced by any circumstance beyond the control of the Bournemouth Company. Provided that the want of sufficient funds shall not be held to be a circumstance beyond the control of the Bournemouth Company:

Provided also that the provisions of this section shall not apply to gas supplied by the Bournemouth Company under the provisions of any contract or agreement entered into before the passing of this Act with the corporation or the corporation of Poole.

Gas consumers to give notice to Company before removing.

**51.** At least twenty-four hours' notice shall be given to the Bournemouth Company by every gas consumer either personally at the office of the Bournemouth Company or in writing before he shall quit any premises supplied with gas by meter by the Bournemouth Company and in default of such notice the consumer so quitting shall be liable to pay to the Bournemouth Company the money accruing due in respect of such supply up to the next usual period for ascertaining

the register of the meter on such premises or the date from which any subsequent occupier of such premises shall require the Bournemouth Company to supply gas to such premises whichever shall first occur. Notice of the effect of this enactment shall be endorsed upon every demand note for gas charges payable to the Bournemouth Company. A.D. 1913.

**52.** A notice to the Bournemouth Company from a consumer for the discontinuance of a supply of gas shall not be of any effect unless it be in writing signed by or on behalf of the consumer and be left at or sent by post to the office of the Bournemouth Company or be given by the consumer personally at the office of the Bournemouth Company. Notice to  
discontinue  
supply of  
gas.

**53.** — (1) Subject as hereinafter provided any fittings engines stoves ranges pipes or other apparatus or appliances let for hire by the Bournemouth Company under any of their statutory powers in that behalf shall not be subject to distress or to the landlord's remedy for rent or be liable to be taken in execution under process of any court or proceedings in bankruptcy against the persons in whose possession the same may be and all fittings let for hire as aforesaid shall notwithstanding that they be fixed or fastened to any part of any premises in which they may be situate or to the soil under any such premises at all times continue to be the property of and removable by the Bournemouth Company. Fittings let  
on hire to be  
exempt from  
distress &c.

(2) The Bournemouth Company shall only be entitled to the privileges and exemptions conferred by this section in respect of such fittings as are marked or impressed with a sufficient mark or brand indicating the Bournemouth Company as the actual owners thereof.

**54.** The power to enter premises and to remove pipes meters fittings or apparatus conferred upon the Bournemouth Company by section 22 (Power to remove meter and fittings) of the Gasworks Clauses Act 1871 shall extend to all cases in which any person entering into occupation of any premises previously supplied with gas by the Bournemouth Company shall not require to take a supply of gas from the Bournemouth Company or to hire from the Bournemouth Company all or any of the pipes meters fittings or apparatus belonging to the Bournemouth Company and let by them on hire to any former occupier of such premises. Power to  
enter pre-  
mises and  
remove  
fittings.

A.D. 1913.

—  
Anti-fluc-  
tuators to be  
used with  
gas engines.

**55.**—(1) The Bournemouth Company may by notice in writing require a consumer of gas supplied by the Bournemouth Company and used for the working of an engine to fix and use an anti-fluctuator in a suitable position upon the premises to which the gas is supplied and whereon the engine is in use or to keep an anti-fluctuator so fixed and used in proper order and repair at all times while in use or to repair renew or replace an anti-fluctuator which is not in proper order or repair.

(2) If the consumer after any such notice as aforesaid fails to fix and use an anti-fluctuator or to keep an anti-fluctuator in proper order and repair or to repair renew or replace an anti-fluctuator which is not in proper order and repair the Bournemouth Company may cease to supply him with gas.

(3) The Bournemouth Company may at all reasonable times demand and shall thereupon have access to any anti-fluctuator fixed upon any premises to which gas is supplied by the Bournemouth Company and for the purpose of ascertaining whether the anti-fluctuator is in proper order or repair may take off remove test and inspect the anti-fluctuator such taking off removing testing and inspecting to be done at the expense of the Bournemouth Company if the anti-fluctuator be found in proper order but otherwise at the expense of the consumer.

(4) For the purposes of this section an "anti-fluctuator" means any apparatus article or thing for the purpose of controlling and regulating the supply of gas to any engine and preventing any inconvenience or danger from the intermittent consumption of gas by the engine.

(5) If the Bournemouth Company exercise the powers conferred upon them by this section in relation to any supply of gas which is being afforded by them to any consumer at the date of this Act they shall repay on demand to such consumer the cost incurred by him in carrying out the requirements of the Bournemouth Company under this section.

Power to lay  
down pipes  
for ancillary  
purposes.

**56.**—(1) The Bournemouth Company may lay down repair take up alter relay and renew mains pipes and culverts within the limits of supply for the purpose of procuring conducting or disposing of any oil or other materials used by them in

or resulting from the manufacture of gas or any residual products thereof or for any purpose connected with their business. A.D. 1913.

(2) The provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes so far as they are respectively applicable shall extend and apply mutatis mutandis to and for the purposes of this section.

**57.** Notwithstanding anything contained in the Gasworks Clauses Act 1871 or in any other Act a person shall not be entitled to demand or to continue to receive from the Bournemouth Company a supply of gas for power purposes to any premises for which he has at the same time a supply of gas for power purposes from an installation other than that of the Bournemouth Company or a supply of electricity for power purposes unless he shall have agreed to pay to the Bournemouth Company such minimum annual sum as will give to them a reasonable return not exceeding seven and one half per centum on the capital expenditure and will cover other standing charges incurred by them in order to meet the possible maximum demand for those premises and the sum to be so paid shall be determined in default of agreement by arbitration in manner provided by the Arbitration Act 1889 Provided that the Bournemouth Company shall not be entitled to any such minimum annual sum in respect of any premises for which the whole supply of gas afforded by them is taken through a meter having a nominal capacity of not more than ten lights. Supply of gas where consumer has separate supply.

**58.—**(1) The Bournemouth Company may on the application of the owner or occupier of any premises within their limits for the supply of gas and water respectively abutting on or being erected in any street laid out but not dedicated to public use supply those premises with gas or water and for that purpose the Gasworks Clauses Act 1847 and the Waterworks Clauses Act 1847 shall apply to such street as if section 7 of the former Act and section 29 of the latter Act were not incorporated with any of the Acts or Orders relating to the Bournemouth Company the Christchurch Company or the Wimborne Company. Power to lay pipes in private streets.

(2) The corporation shall for the purposes of sections 28 and 30 to 34 both inclusive of the Waterworks Clauses Act 1847 and of sections 6 and 8 to 12 both inclusive of the Gasworks Clauses Act 1847 as those sections are respectively applied by

A.D. 1913. — this section be deemed in addition to any other persons to be persons having the control or management of any street not repairable by the inhabitants at large within the borough of Bournemouth for the purposes of the provisions of the Gasworks Clauses Act 1847 and the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes.

Contents of  
summons &c.

**59.** Section 83 of the Act of 1873 is hereby repealed Where the payment of more than one sum by any person is due under this Act or any of the Acts and Orders relating to the Bournemouth Company any summons or warrant issued for the purposes of such Act or Order in respect of that person may contain in the body thereof or in a schedule thereto all the sums payable by him.

Power for  
directors to  
determine  
remuneration  
of secretary.

**60.** In addition to the powers which the directors may exercise under the Companies Clauses Acts 1845 to 1889 they may determine the remuneration of the secretary of the Bournemouth Company.

Crown  
rights.

**61.** Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Bournemouth Company to take use or in any manner interfere with any lands or hereditaments or any rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf of His Majesty first had and obtained for that purpose (which consent the said commissioners are hereby authorised to give).

Copy of Act  
to be regis-  
tered.

**62.** The Bournemouth Company shall deliver to the Registrar of Joint Stock Companies two printed copies of this Act and he shall retain and register the same and if such copies are not so delivered within three months from the passing of this Act the Bournemouth Company shall incur a penalty not exceeding two pounds for every day after the expiration of those three months during which the default continues and any director or manager of the Bournemouth Company who knowingly and wilfully authorises such default shall incur a like penalty Every penalty under this section shall be recoverable summarily.

There shall be paid to the registrar by the Bournemouth Company on each of such copies being registered the like fee as is for the time being payable under the Companies (Consolidation) Act 1908 on registration of any document other than a memorandum of association or the abstract required to be filed with the registrar by a receiver or manager or the statement required to be sent to the registrar by the liquidator on a winding-up in England. A.D. 1913.

**63.** All costs charges and expenses of and incidental to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Bournemouth Company and may in whole or in part be charged against revenue. Costs of Act.

A.D. 1913.

SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

AN AGREEMENT made the sixth day of December 1912 between  
 The BOURNEMOUTH GAS AND WATER COMPANY (hereinafter  
 called "the Bournemouth Company") of the one part and  
 The CHRISTCHURCH GAS COMPANY (hereinafter called "the  
 Christchurch Company") of the other part.

WHEREAS the Christchurch Company were incorporated by the Christ-  
 church Gas Act 1877 and have obtained further powers by the  
 Christchurch Gas Act 1912:

And whereas under the said Acts the Christchurch Company were  
 authorised to raise shares or stock and had certain borrowing powers  
 particulars of which and of the amounts so raised and borrowed are as  
 follows:—

Description of Capital.	Amount authorised.	Maximum Annual Dividend or Interest.	Amount raised.	Amount of Capital unissued.
Original ordinary - -	£18,080	10 per centum	£18,080	—
Additional ordinary - -	£46,920	7 "	£5,000	£36,920
„ preference - -		6 "	£5,000	
Loan capital - - -	£9,360	—	£8,750	£12,916
	£12,306			

And whereas the Bournemouth Company has provisionally agreed  
 to acquire the undertaking and property of the Christchurch Company  
 upon the terms hereinafter contained and to promote a Bill in Parlia-  
 ment in the ensuing session to obtain confirmation of this agreement  
 and for other purposes:

Now these presents witness and it is hereby agreed between the  
 parties hereto as follows:—

1. The Christchurch Company shall transfer and the Bournemouth  
 Company shall promote a Bill in Parliament to take over all the  
 undertaking and property of the Christchurch Company in which terms  
 are comprised all the lands buildings goods stock-in-trade stores chattels  
 moneys credits bills notes rights privileges and authorities and all other  
 the property real and personal of the Christchurch Company including  
 things in action and the full benefit of all contracts and agreements  
 entered into by the Christchurch Company and which shall still be  
 uncompleted at the date of the transfer hereinafter mentioned subject



to the said sum of £8,750 borrowed by the Christchurch Company and consisting of mortgage debentures for that sum bearing interest at the rate of £5 per centum per annum. A.D. 1913.

2. As the consideration for the said transfer the Bournemouth Company shall pay to the Christchurch Company such sum as shall be awarded to the Christchurch Company by arbitration as hereinafter mentioned and shall also compensate the directors officers and servants of the Christchurch Company who shall be in the employ of the Company at the date of the transfer by paying to the Christchurch Company such a sum as the arbitrator shall award after taking all the circumstances into account.

3. As further part of the consideration for the transfer the Bournemouth Company shall undertake to pay satisfy and discharge all the debts liabilities and obligations of the Christchurch Company outstanding at the date of such transfer bonâ fide incurred in carrying on the business of that company in the ordinary and proper course of such business including their liability for principal and interest on the said debentures (which shall however remain charged on the undertaking of the Christchurch Company after the transfer thereof to the Bournemouth Company) and including all liabilities in respect of any action appeal or other proceedings and shall adopt and perform and fulfil all contracts and engagements entered into by the Christchurch Company and then current or remaining unperformed and shall at all times keep the Christchurch Company and the contributories indemnified against such debts liabilities obligations contracts and engagements and against all debts and obligations under the said Acts respectively and against all actions proceedings costs damages claims and demands in respect thereof The Bournemouth Company shall also pay and at all times hereafter keep the Christchurch Company and its contributories indemnified against all proper costs and expenses of and incidental to carrying the said transfer into effect.

4. The book debts and all sums whatsoever to be paid to the Christchurch Company shall be and are included in the purchase and shall belong to the Bournemouth Company.

5. The shareholders of the Christchurch Company shall be entitled to receive an apportioned dividend at a rate not exceeding the rate of interest paid for the year 1911 on their shares in the Christchurch Company in respect of the period between the payment of the last dividend paid by such company prior to the date hereof and the date of the said transfer such dividend to be paid out of the profits of the period in respect of which such dividend is payable The Bournemouth Company shall pay to the Christchurch Company before the date of the transfer the aggregate amount of all such dividends or the Christchurch Company may retain such amount out of any moneys in their

A.D. 1913. hands which on the completion of the transfer would otherwise belong to the Bournemouth Company and the Christchurch Company shall apply such amount when paid or retained in paying the said dividends.

6. The Christchurch Company shall not raise any fresh or further capital by any means whatsoever (except with the consent in writing of the Bournemouth Company) or make any alterations in the salaries of their officers or employ any additional officers or servants or make any increase or reduction in the charges for gas or incur any expense whatever on capital account (except with regard to laying mains and services after consultation with and approval of the Bournemouth Company) except with the consent in writing of the Bournemouth Company but shall carry on their business in the ordinary course until completion of the transfer of the undertaking of the property of the Christchurch Company to the Bournemouth Company.

7. The Christchurch Company shall make out a good holding title to the freehold and leasehold properties of the Christchurch Company and if they shall fail to make such title in respect of any part thereof the arbitrator shall in his award deduct such an amount as he shall consider equivalent to the sum by which the value of such property shall be diminished by reason of such default of title.

8. If the Bill to be promoted for the confirmation of this agreement shall receive the Royal Assent on or before the 31st day of December 1913 (hereinbefore and hereinafter referred to as "the date of transfer") the purchase shall be completed and the undertaking and property of the Christchurch Company shall be transferred to and vested in the Bournemouth Company as a going concern as on and from that date or if the said Bill shall not receive the Royal Assent before such date then as and from the expiration of one calendar month from the date of such Assent. The purchase shall however in either case take effect as from the date of transfer and the Christchurch Company shall as and from that date until completion carry on the undertaking of the Christchurch Company on account of and for the benefit of the Bournemouth Company and shall accordingly account to that Company for all benefits and advantages derived from so carrying on the said undertaking.

9. The Bournemouth Company shall promote the said Bill in the ensuing session and insert in the said Bill all such proper clauses and amendments as it shall think fit for giving effect to and carrying out these presents and as shall from time to time be necessary and approved by Parliament.

10. This agreement is made subject to such alteration as Parliament may think fit to make herein provided that if any material alteration shall be made in this agreement during the progress of the Bill for confirming the same or if the Bill shall be withdrawn or rejected either party shall be at liberty to cancel this agreement.

A.D. 1913.

11. The amount to be paid by the Bournemouth Company as consideration for the transfer of the undertaking of the Christchurch Company and the amount of compensation payable to directors officers and servants as aforesaid shall be such a sum or sums as shall be awarded by a single arbitrator to be mutually agreed upon between the two Companies or in case of dispute to be appointed for that purpose by the President of the Institute of Civil Engineers for the time being but such arbitrator shall make no allowance for compulsory purchase and shall determine the value of the undertaking of the Christchurch Company on the basis of its value as a going concern as between a willing buyer and a willing seller such arbitration shall be deemed to be a reference within the meaning of the Arbitration Act 1889 and any statutory modification or extension thereof.

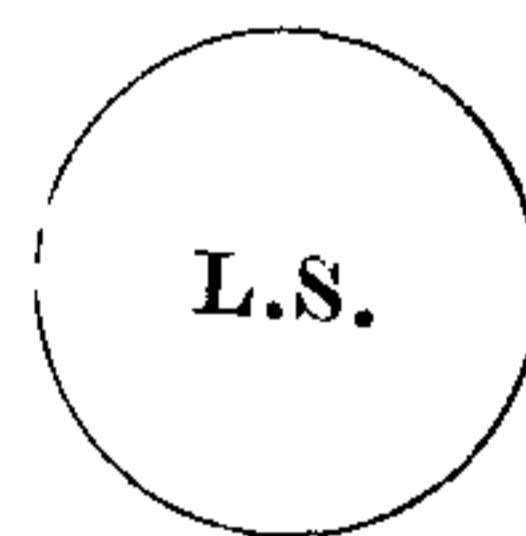
12. The costs of the arbitration shall be borne by the parties in such proportion as the arbitrator shall direct.

13. As from the date of transfer the purchase money when ascertained by the arbitrator shall bear interest at the rate of £5 per centum per annum.

14. This agreement shall be subject to the approval of the shareholders of the Christchurch Company and the Bournemouth Company respectively in general meeting and if it shall not be adopted by the shareholders of the Christchurch Company and by the shareholders of the Bournemouth Company on or before the 1st day of March 1913 it shall thereupon become void.

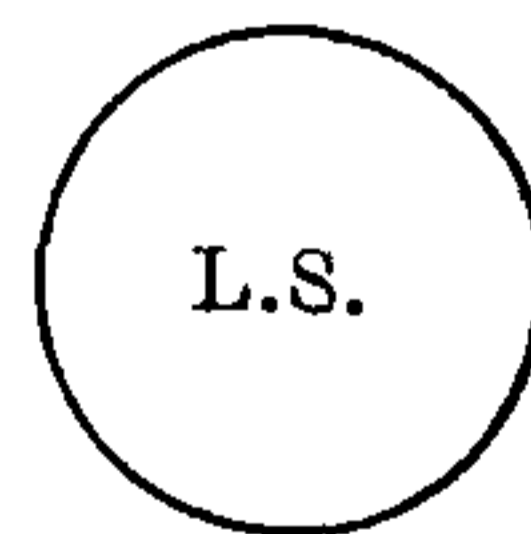
In witness whereof the Companies parties hereto have caused their common seals to be hereunto affixed the day and year first above written.

The common seal of the Bournemouth Gas and }  
Water Company was affixed hereto in the }  
presence of



G. C. WHITELEY }  
R. HESKETH JONES } Directors.  
H. A. PLUMB Secretary.

The common seal of the Christchurch Gas Com- }  
pany was affixed hereto in the presence of



J. CLOUDSLEY }  
Wm. A. SURRIDGE } Directors.  
Wm. CASH Secretary.

A.D. 1913.

THE SECOND SCHEDULE.

AN AGREEMENT made the 11th day of November 1912 between the BOURNEMOUTH GAS AND WATER COMPANY (hereinafter called "the Bournemouth Company") of the one part and the WIMBORNE MINSTER WATERWORKS COMPANY LIMITED whose registered office is situate at The Chantry Wimborne in the county of Dorset (hereinafter called "the Wimborne Company") of the other part.

WHEREAS the Wimborne Company was incorporated under the Companies Acts as a company limited by shares:

And whereas by the Wimborne Minster Water Order 1888 which was duly confirmed by the Water Orders Confirmation (No. 2) Act 1888 it was provided that the authorised share capital of the Wimborne Company should not exceed £8,000 as therein provided:

And whereas the Wimborne Minster Water Order 1912 which has been passed by the Board of Trade and has been included in the Water Orders Confirmation Bill 1912 which is now pending it was provided that the additional share capital of the Wimborne Company should consist of not exceeding £6,000 share capital including premiums and that the whole share capital of such Company should not exceed £14,000 unless authorised as thereinafter mentioned:

And whereas under the said Orders the Wimborne Company is or will be authorised to borrow money as therein mentioned:

And whereas only seven hundred £10 shares have been issued under the powers contained in the said Order of 1888 which are fully paid up and no further issue of shares has been made:

And whereas the Wimborne Company have raised the sum of £1,500 on loan by the issue of £1,500 four per cent. mortgage debentures charged on the real estate of the Wimborne Company under the powers contained in the said Order of 1888:

And whereas the Bournemouth Company has provisionally agreed to acquire the undertaking and property of the Wimborne Company upon the terms hereinafter contained and to promote a Bill in Parliament in the ensuing session to obtain confirmation of this agreement and for other purposes:

Now these presents witness and it is hereby agreed between the parties hereto as follows:—

1. The Wimborne Company and its liquidator shall transfer and the Bournemouth Company shall take over all the undertaking and

property of the Wimborne Company in which terms are comprised all the lands buildings goods chattels moneys credits bills notes rights privileges and authorities and all other the property real and personal of the Wimborne Company including things in action and the full benefit of all contracts and agreements entered into by the Wimborne Company and which shall still be uncompleted at the date of the transfer hereinafter mentioned freed from the said mortgage debt of £1,500 charged on the said real estate of the Wimborne Company as aforesaid the Bournemouth Company providing the amount necessary to discharge such mortgage debt in accordance with clause 4 hereof.

2. The Wimborne Company shall be at liberty prior to the transfer to issue at par to its existing shareholders one hundred £10 shares for which payment shall be made in cash prior to such transfer being the balance remaining unissued of the capital authorised by the said Order of 1888.

3. As part of the consideration for the said transfer shares of the Bournemouth Company (to be created if the Bournemouth Company so require by the Act to be obtained under the Bill in Parliament hereinafter mentioned) shall be allotted to every member of the Wimborne Company who at the said date of transfer shall hold any of the shares in the Wimborne Company or to his or her nominee or nominees in the following proportion One B. seven per cent. "additional" share in the Bournemouth Company together with £5 in cash for every one £10 share in the Wimborne Company held by any member thereof The said shares of the Bournemouth Company shall be allotted (subject to completion of the transfer of the undertaking and the property of the Wimborne Company to the Bournemouth Company) forthwith after the said date of transfer and shall carry dividends from that date.

4. As further part of the consideration for the said transfer the Bournemouth Company shall undertake to pay satisfy and discharge all the debts liabilities and obligations of the Wimborne Company outstanding at the date of such transfer bonâ fide incurred in carrying on the business of that company in the ordinary and proper course of such business (including their liability for principal and interest on the said debentures which the Bournemouth Company shall then pay off and discharge) and including all liabilities in respect of any action appeal or other proceedings and shall adopt perform and fulfil all contracts and engagements entered into by the Wimborne Company and then current or remaining unperformed and shall at all times keep the Wimborne Company its liquidator and the contributories indemnified against such debts liabilities obligations contracts and engagements and against all debts and obligations under the said Orders or the Acts confirming the same respectively and against all

A.D. 1913.

actions proceedings costs damages claims and demands in respect thereof The Bournemouth Company shall also pay and at all times hereafter keep the Wimborne Company its liquidator and contributories indemnified against all the proper costs and expenses of and incidental to the winding-up of the Wimborne Company and of and incidental to carrying the said transfer into effect Provided that the Wimborne Company shall obtain the approval of the Bournemouth Company to the amount of the remuneration proposed to be paid to the liquidator of the Wimborne Company.

5. The book debts and all sums whatsoever to be paid to the said Wimborne Company and included in the purchase shall belong to the Bournemouth Company.

6. The shareholders of the Wimborne Company shall be entitled to receive an apportioned dividend at a rate not exceeding the rate of interest paid for the year 1911 on their shares in the Wimborne Company in respect of the period between the payment of the last dividend paid by such company prior to the date hereof and the date of the said transfer such dividend to be paid out of the profits of the period in respect of which such dividend is payable The Bournemouth Company shall pay to the Wimborne Company before the date of the transfer the aggregate amount of all such dividends or the Wimborne Company may retain such amount out of any moneys in their hands which on the completion of the transfer would otherwise belong to the Bournemouth Company and the Wimborne Company shall apply such amount when paid or retained in paying the said dividends.

7. As further part of the consideration for the said transfer the Bournemouth Company shall pay to the Wimborne Company before the date of the said transfer or the Wimborne Company shall retain out of moneys in their hands which on completion of the transfer would otherwise belong to the Bournemouth Company a sum of five hundred pounds and the Wimborne Company shall hand over such amount when paid or retained to the directors of the Wimborne Company to be distributed amongst themselves in such proportions and in such manner as they shall agree by way of compensation for the loss of office occasioned to them by the said transfer and the winding-up of the Wimborne Company The Bournemouth Company shall in like manner pay to the Wimborne Company the sum of fifty pounds to be handed to the auditors by way of compensation for loss of office.

8. The Wimborne Company shall not raise any fresh or further capital by any means whatever except under clause 2 hereof or make any alterations in the salaries of their officers or employ any additional officers or servants or make any increase or reduction in the charges

for water or incur any expense whatever on capital account (except with regard to laying such mains and services as may be compulsory on the Wimborne Company under their statutory obligations or after consultation with and approval of the Bournemouth Company) unless with the consent in writing of the Bournemouth Company but shall carry on their business in the ordinary course until completion of the transfer of the undertaking and property of the Wimborne Company to the Bournemouth Company. A.D. 1913.

9. As further part of the consideration for the said transfer the Bournemouth Company shall take over and employ all the officers (other than the directors) and servants of the Wimborne Company who shall be in the employ of such company at their office and works at Wimborne at the date of such transfer and shall retain them subject to good conduct upon terms not less favourable than those which shall be subsisting between the Wimborne Company and such officers and servants at the date of the said transfer and shall not dismiss or discharge any such officer or servant capable of discharging his duties except for breach of duty or misconduct.

10. The Wimborne Company shall make out a good holding title to the freehold and leasehold properties of the Wimborne Company and if they shall fail to make such title in respect of any part thereof the cash consideration payable to the shareholders of the Wimborne Company shall be reduced by an amount equivalent to the sum by which the value of such property shall be diminished by reason of such default of title such amount to be referred to arbitration in case of difference as hereinafter provided.

11. The Wimborne Company and its liquidator shall as soon as conveniently may be (if so required by the Bournemouth Company but without prejudice to the following clause No. 12) execute and do at the expense of the Bournemouth Company all such assurances and things as shall be reasonably required by the Bournemouth Company for vesting in it the said undertaking and property hereby agreed to be transferred or any part thereof and giving to it the full benefit of this agreement.

12. Provided always that the Wimborne Company and its liquidator shall have a lien upon the whole of the property hereby agreed to be transferred for all moneys (if any) payable by the Bournemouth Company under these presents and until the same shall have been paid the said liquidator shall be at liberty to retain possession of all or any part of the said property.

13. If the Bill to be promoted for the confirmation of this agreement shall receive the Royal Assent on or before the 31st day of December 1913 (hereinbefore and hereinafter referred to as the date of transfer)

A.D. 1913. — the purchase shall be completed and the undertaking and property of the Wimborne Company transferred to and vested in the Bournemouth Company as a going concern as on and from that date or if the said Bill shall not receive the Royal Assent before such date then as and from the expiration of one calendar month from the date of such Assent. The purchase shall however in either case take effect as from the date of transfer and the Wimborne Company shall as and from that date until completion carry on the undertaking of the Wimborne Company on account of and for the benefit of the Bournemouth Company and shall accordingly account to that Company for all benefits and advantages derived from so carrying on the said undertaking.

14. The Bournemouth Company shall promote the said Bill in the ensuing session and insert in the said Bill all such proper clauses and amendments as it shall think fit for giving effect to and carrying out these presents and as shall from time to time be necessary and approved by Parliament with respect of the winding-up and the dissolution of the Wimborne Company.

15. This agreement is made subject to such alteration as Parliament may think fit to make herein provided that if any material alteration shall be made in this agreement during the progress of the Bill for confirming the same or if the Bill shall be withdrawn or rejected either party shall be at liberty to cancel this agreement. Provided that in such case the Bournemouth Company shall pay all costs and expenses incurred by the Wimborne Company in connection with or incidental to this agreement or the said Bill.

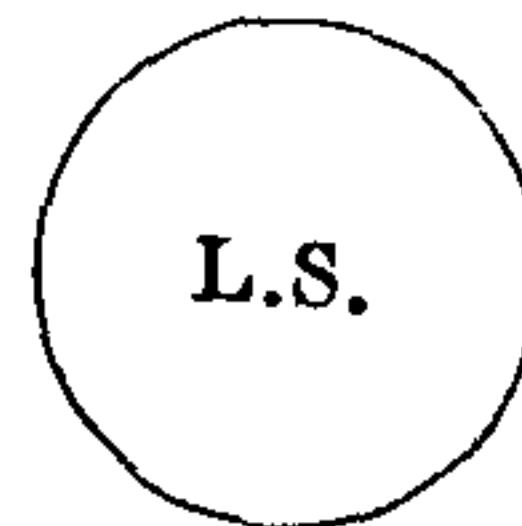
16. This agreement shall be subject to the approval of the shareholders of the Wimborne Company and the Bournemouth Company respectively in general meeting and if it shall not be adopted by the shareholders of the Wimborne Company on or before the 9th December next and by the shareholders of the Bournemouth Company on or before the 1st day of March 1913 it shall thereupon become void.

17. Every question that may arise between the parties hereto as to the construction or meaning of this agreement or as to the performance and carrying out of the same by either party or as to any other matter arising out of or connected with the subject-matter of this agreement shall failing agreement be referred to two arbitrators one of whom shall be appointed by each party or their umpire and this shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1889 or any statutory modification or re-enactment thereof for the time being in force any expenses of such arbitration to be borne by the Bournemouth Company.



In witness whereof the Companies parties hereto have caused their common seals to be hereunto affixed the day and year first above written. A.D. 1913.

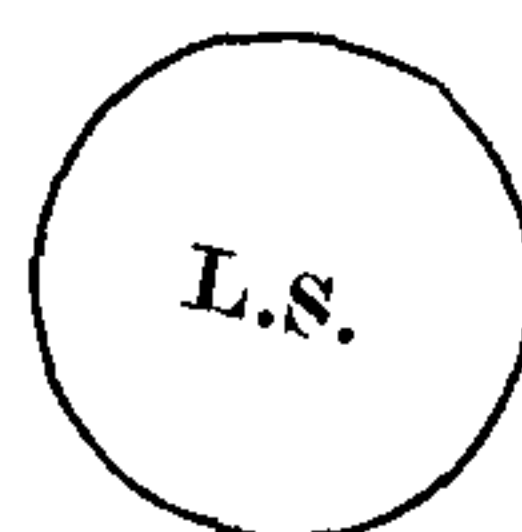
The common seal of the Bournemouth Gas and Water Company was affixed hereto in the presence of



G. C. WHITELEY }  
WM. CASH } Directors.

H. A. PLUMB Secretary.

The common seal of the Wimborne Minster Waterworks Company Limited was affixed hereto in the presence of



H. O. CHISLETT }  
C. A. ELLIS } Directors.

ERNEST J. BRETT Secretary.

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### THE THIRD SCHEDULE.

So much of the parishes or parts of parishes or places of West Parley Verwood Hampreston Horton and Holt all in the county of Dorset as lie within an imaginary line drawn from a point where the county boundary (between Hants and Dorset) crosses the main road from Wimborne to Ringwood thence in a northerly direction along the county boundary to the point where it crosses the Horton Road thence in a north-westerly direction along the north side of the said Horton Road to its junction with the Holt Road thence in a south-westerly direction along the western side of the said Holt Road to the cross-roads at Broom Hill thence in a southerly direction along the west side of the road to Colehill to the point where the road reaches the boundary of the parish of Colehill thence in an easterly direction along the northern boundary of the parish of Colehill to its junction with the parish of Hampreston thence in an easterly direction along the northern boundary of the parish of Hampreston (to a point known as White Bridge thence following the road known as Uddens Drive to the railway crossing at Uddens) thence in a south-westerly direction along the railway and crossing the main road from Wimborne to Ringwood to the boundary of the limits of the Bournemouth Company for the supply of gas and water as existing immediately prior to the

A.D. 1913. — passing of this Act thence in an easterly direction running parallel with the main road from Wimborne to Longham on the north side at a distance of 300 yards or thereabouts from the said road as far as the main road from Longham to Ringwood thence in a northerly direction along the said Longham Road for a distance of 4 chains or thereabouts thence in a south-easterly direction for a distance of 300 yards or thereabouts thence in a southerly direction parallel with the road through Longham and 300 yards or thereabouts to the east of the said road as far as the River Stour and parallel to the same at a distance of 1 chain from the left bank of the said river to a point where such bank reaches the boundary between the counties of Hants and Dorset and thence in a northerly direction along the said boundary between the said counties to the starting point.

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## THE FOURTH SCHEDULE.

### ENACTMENTS SAVED FROM REPEAL.

#### THE CHRISTCHURCH GAS ACT 1877.

Limits of  
Act.

4. The limits of this Act shall be the parishes of Christchurch Holdenhurst and Sopley all in the county of Southampton Provided nevertheless that the Company shall not supply gas within the gas limits of the Bournemouth Gas and Water Company as defined by the Bournemouth Gas and Water Act 1873.

Powers as to  
construction  
and main-  
tenance of  
gasworks &c.

45. Subject to the provisions of this Act the Company may maintain alter improve enlarge extend and renew or discontinue the existing gas and other works of the Limited Company by this Act vested in the Company and erect make and maintain alter improve enlarge extend and renew or discontinue other works for the manufacture of gas or inflammable air from coal peat oil or other materials yielding gas or inflammable air from coal peat oil or other materials yielding gas or inflammable air of what nature soever and convert or utilise and distribute materials used in and about the manufacture of gas or inflammable air as aforesaid and of residual products resulting from such manufacture upon the lands and hereditaments described in the First and Second Schedules to this Act or some of them or some part or parts thereof respectively and upon those lands they may accordingly manufacture gas and inflammable air and manufacture convert utilise and distribute such materials and residual products as aforesaid and also on those lands store gas and inflammable air and erect houses and other buildings and the Company may also from

A.D. 1913.

time to time provide lay down maintain alter improve enlarge extend and renew or discontinue drains sewers mains pipes meters lamps lamp-posts burners stop-cocks machinery and other works and apparatus and conveniences and may do all such other acts as they may think proper for making storing and supplying gas or inflammable air within the limits of this Act and may supply gas or inflammable air accordingly and may deal in and sell and dispose of coal and also lime coke tar and other residual and manufactured products and other matters and things and carry on the business usually carried on by gas companies or by companies or persons dealing in any of the matters and things aforesaid and may manufacture purchase or hire and supply gas meters fittings and other apparatus.

46. The Company may for the purposes of their undertaking purchase take and hold (by agreement but not otherwise) in addition to the lands described in the schedule to this Act any lands and hereditaments not exceeding in the whole three acres which the Company may from time to time require for the purposes of their works and undertaking but no gas or residual products shall be manufactured by the Company except on the lands described in the schedules to this Act.

Power to  
purchase  
lands by  
agreement.

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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

A piece of ground being three thousand eight hundred and forty-one square yards or thereabouts in extent situate at or near Rotten Row in the parish of Christchurch in the county of Southampton late in the occupation of James John Stevens but now occupied by the said Company and formerly being the north-east part of a close of ground now or formerly numbered on the tithe commutation award map and survey for the said parish of Christchurch 4067 and which said piece of ground is now partly occupied by the Christchurch Gasworks and is bounded on the north by Rotten Row on the east by land of or reputed to belong to Sir George Elliott Meyrick Tapps Gervis Baronet on the south by land of or reputed to belong to the said James John Stevens and the Company and on the west by land of or reputed to belong to Lieutenant-Colonel Sir George Pocock.

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## THE SECOND SCHEDULE.

A piece of ground being two thousand nine hundred and sixty square yards or thereabouts in extent abutting on the south side of the first-mentioned piece of ground in the said parish of Christchurch late in the occupation of the said James John Stevens but now of the said Company and now or formerly numbered in the said tithe plan or survey 4067 and bounded on the north by the said first-mentioned land on the east by land of or reputed to belong to Sir George Elliott Meyrick Tapps Gervis Baronet and on the west and south partly by land of or reputed to belong to the said Lieutenant-Colonel Sir George Pocock Baronet and partly by land of or reputed to belong to the said Sir George Elliott Meyrick Tapps Gervis Baronet.

## THE CHRISTCHURCH GAS ACT 1912.

Extension of  
limits of  
supply.

4.—(1) From and after the passing of this Act the limits within which the Company may supply gas (in this Act called “the limits of supply”) shall be extended so as to include in addition to their limits under the Act of 1877 the area situate in the county of Southampton and comprising the parish of Milton the parishes of Hordle and Milford (except the parts of those parishes which are situate on the easterly side of the Avon Water) and that part of the parish of Highcliffe which is not included in the limits of the Company under the Act of 1877 and that area is in this Act called “the new limits of supply.”

(2) The Company shall have and may exercise within the new limits of supply all and the like powers privileges and authorities and shall be subject to all and the like duties liabilities and obligations as they now have may exercise and are subject to within the limits of the Act of 1877.

(3) The limits of the Act of 1877 and the new limits of supply are shown on the Ordnance map signed in triplicate by the Most Honourable Frederic William Fane Hervey Marquis of Bristol the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred one of which maps has been deposited in the Parliament Office House of Lords and one in the Private Bill Office House of Commons and one at the principal office of the Company.

(4) Copies of the said map deposited at the principal office of the Company which are certified by the secretary of the Company to be true copies shall be received in all courts of justice and elsewhere as *primâ facie* evidence of the contents of such map.

12.—(1) Section 35 (Arrears may be enforced by appointment of a receiver) of the Act of 1877 is hereby repealed but without prejudice to any appointment heretofore made or to the continuance of any proceedings which may have been commenced under that section prior to the passing of this Act.

A.C. 1913.  
For appointment of receiver.

(2) 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.

(3) In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than one thousand pounds in the whole.

26. In addition to the lands which the Company are by the Act of 1877 authorised to take and hold the Company may purchase or take on lease (by agreement but not otherwise) and may hold the lands described in the schedule to this Act and may upon those lands erect construct lay down provide maintain alter improve enlarge extend and renew or discontinue additional or other gasworks and works for the manufacture and storage of gas and for the manufacture and conversion of residual products resulting from the manufacture of gas by them and the Company may also from time to time provide lay down maintain alter improve enlarge extend and renew all necessary retorts gasholders receivers drains sewers mains pipes meters machinery and other works and apparatus and conveniences and may make store and supply gas accordingly.

Power to construct additional gasworks.

27. In addition to the lands now held by the Company and any other lands which they may acquire or hold under the powers of the Act of 1877 or of this Act they may purchase and take (by agreement but not otherwise) and hold any lands and hereditaments not exceeding in the whole ten acres which the Company may require for the purposes of their works and undertaking but the Company shall not create or permit a nuisance on any such lands and no lands shall be used by the Company for the purpose of manufacturing gas or residual products except the lands described in the schedules to the Act of 1877 and in the schedule to this Act.

Power to purchase lands by agreement.

47. In executing the works and exercising the powers by this Act authorised so far as they affect main roads and county or main road bridges of the county of Southampton the following provisions for the protection of the county council of the administrative county of Southampton (in this section called "the county council") shall unless otherwise agreed have effect (that is to say):—

For protection of Southampton County Council.

(1) All pipes and other works to be laid in or along any main road or in upon or across any county or main road bridge (which

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word shall in this section include bridge approaches) shall be laid in such position and if under the metalled portion thereof at such depth as the county council in writing under the hand of their clerk may reasonably require or as in case of difference may be determined by arbitration :

- (2) In the application of the provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes the notice required by section 8 of that Act shall not be less than seven days instead of three days :
- (3) Except in cases of emergency and except when the works consist of service pipes the plan required by section 9 of the said Act shall be accompanied by a description of the proposed works in the case of any main road and by a section in the case of any county or main road bridge and shall be delivered to the county council or their surveyor by the Company not less than fourteen days before they commence to open or break up any main road or interfere with any county or main road bridge for the purpose of executing the works and any difference as to any such plan description or section or as to the temporary or other works referred to in the said section 9 shall be determined by arbitration under this section instead of in the manner prescribed by the said section 9 :
- (4) Nothing in this Act shall authorise the Company to interfere with the structural part of any county or main road bridge without the consent in writing of the county council which consent shall not be unreasonably withheld and may be given upon such conditions as the county council may reasonably determine :
- (5) Any alteration repair or improvement of any main road or any county or main road bridge or any alteration of or in the position of the same may be made as if this Act had not passed and if any such alteration repair or improvement necessitates any alteration either temporary or permanent in the level or position of any of the works by this Act authorised to be made or placed in over or through any of the roads or bridges aforesaid or necessitates any support either temporary or permanent to any such works the Company shall after fourteen days' notice in writing by the clerk to the county council forthwith make such alteration or afford such support and all expense incurred by the Company in pursuance of this subsection shall in the case

of the alteration repair or improvement of a county or main road bridge be borne by the Company and in other cases by the county council or by the Company or by both parties jointly as may be agreed between them or as failing agreement shall be determined by arbitration :

- (6) All works of the Company so far as they affect any main roads and county or main road bridges shall be so executed by the Company as not to stop the traffic and so far as reasonably practicable as not in any way to impede or interfere with the traffic on any main road or over any county or main road bridge and the Company shall not open or break up at any one time a greater length than one hundred yards of any road :
- (7) The Company shall pay to the county council the reasonable costs which the county council may incur in the repair and reinstatement of so much of any main road or of the road over any county bridge in which the pipes of the Company are or may be laid as may be damaged by reason of the traffic being concentrated thereon during the laying alteration renewal or repair of the said pipes :
- (8) If any difference arise at any time between the county council and the Company touching this section or anything to be done or not to be done thereunder or the giving or withholding of any consent or the conditions of giving the same or any direction such difference shall be settled by an engineer as arbitrator to be agreed on between the county council and the Company and failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party and the provisions of the Arbitration Act 1889 shall apply to such arbitration.

48. For the protection of the mayor aldermen and burgesses of the borough of Christchurch (in this section called "the corporation") the following provisions shall unless otherwise agreed between the Company and the corporation have effect (that is to say) :—

For protec-  
tion of  
Christchurch  
Corporation.

- (1) Whenever it shall be found necessary by the Company to break up any street within the borough of Christchurch not dedicated to public use in which is laid any pipe drain sewer tunnel or other work vested in the corporation the like notice and plan as are respectively required by sections 8 and 9 of the Gasworks Clauses Act 1847 to be sent to a road authority shall be given to the corporation and if the corporation notify in writing to the Company

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that any such pipe drain sewer tunnel or other work will or may be affected by the operations proposed to be carried out by the Company in such street the provisions of the said Act shall apply for the protection of such pipe drain sewer tunnel or other work and of the corporation in reference thereto as though the corporation were the person having the control and management of such street within the meaning of the said Act and in particular the Company shall cause danger lights to be placed at night at the end and by the side of any breaches which may be dug and temporarily left open in or across any such street so that all such lights are kept burning for one hour after sunset to one hour before sunrise whilst the said breaches remain open so as to effectually warn the traffic passing in the said street:

- (2) The Company shall not permit any trench made by them in any road street bridge or highway for the time being maintainable by the corporation to be open for more than fifty yards in length at any one place where only one cart can pass at the side of such trench or for more than one hundred yards in length where only two carts can pass at the same time:
- (3) Where any pipe conduit or work of the Company is required to be laid or constructed beneath the surface of any such road street bridge or highway as aforesaid the same shall if possible be laid or constructed at such a depth that not less than two feet shall intervene between the surface of such road street bridge or highway and the upper surface of such pipe conduit or work Any difference as to the possibility of so laying or constructing any such pipe conduit or work shall be determined by arbitration as in this section provided:
- (4) Any difference by this section required to be determined by arbitration shall be determined by an engineer to be appointed by agreement between the Company and the corporation or failing such agreement by the President of the Institution of Civil Engineers on the application of either party and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protec-  
tion of  
Lymington  
Rural Dis-  
trict Council.

49. The Lymington Rural District Council shall not except in case of negligence be liable for any claim by the Company for damages in respect of any injury which may be caused to the Company's mains through the reasonable and proper use by the said council of a steam roller or other similar appliance.



51. The following provisions for the protection and benefit of Frederick Richard Moser and Herbert Moser their heirs and assigns or other the owners or owner for the time being of the land adjoining on the east the lands described in the schedule to this Act (hereinafter called "the said land") shall except so far as may be agreed in writing between the said owners or owner and the Company apply and have effect (that is to say):—

A.D. 1913.  
For protection of Frederick Richard Moser and Herbert Moser.

- (1) The Company shall not erect a retort house or purifiers on the lands described in the schedule to this Act within a distance of three hundred feet from the building of the dwelling-house situate near to the south-westerly corner of the said land:
- (2) The Company shall before erecting any works for the manufacture of gas upon the lands described in the schedule to this Act plant and thereafter maintain two rows of suitable trees adjoining and alongside the western boundary of the said land and extending from the road from Highcliffe to New Milton for a length of two hundred and eighty feet.

52. The following provision for the protection and benefit of Tilney Barton or other the owner for the time being of the house and premises belonging or reputed to belong to him adjoining the lands described in the schedule to this Act shall except so far as may be agreed in writing between such owner and the Company apply and have effect (that is to say):—

For protection of Tilney Barton.

The Company shall before erecting any works for the manufacture of gas upon the lands described in the schedule to this Act plant and thereafter maintain two rows of suitable shrubs and trees upon such lands adjoining and alongside the northern and eastern boundaries of the said premises reputed to belong to the said Tilney Barton.

53. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf of His Majesty first had and obtained for that purpose (which consent the said Commissioners are hereby authorised to give).

Crown rights.

A.D. 1913.

The SCHEDULE referred to in the foregoing Act.

## GAS LANDS.

A piece or parcel of land in the parish of Milton being Plot 743 and part of Plot 742 on the  $\frac{1}{2500}$  Ordnance survey map (Hampshire sheet LXXXVII. 3 2nd edition 1898) containing eleven acres or thereabouts and bounded on the north by the London and South Western Railway (Bournemouth direct line) on the east by Plot 744 on the said map on the south partly by the road from Chewton Common to New Milton and partly by cottages and premises belonging or reputed to belong to Tilney Barton and others on the west partly by the cottages and premises before mentioned and partly by Stem Lane.

## THE WIMBORNE MINSTER WATER ORDER 1888.

Limits of  
Order.

5. The limits within which the provisions of this Order shall be in force and have effect (in this Order referred to as "the limits of supply") shall be such part of the parish of Wimborne Minster in the county of Dorset as is included within the following boundaries (that is to say):—

Commencing at the boundary fence of the London and South Western Railway Company's premises at the east side of Leigh Arch continuing thence along that fence in a southerly direction to the River Stour thence along the northern bank thereof in a westerly direction to the junction of the River Allen and continuing by the east bank thereof to the point where the said river takes a bend to the north and continuing in the same direction across the said river along the southern fence of the lands numbered 344 280 331 328 327 on the tithe map of the parish of Wimborne Minster in the county of Dorset to the River Stour thence along the banks thereof in a northerly direction to the western boundary fence of the field numbered 2170 on the tithe map aforesaid thence following that fence to the road leading to Chain Gate thence following the line of the said road to Chain Gate to and along the cemetery road to the south-west angle of the field numbered 111 on the tithe map aforesaid continuing along the western and northern fences thereof to Walford Mill and following the western and northern boundaries of the same across the River Allen to the north-westerly fence of the field numbered 115 on the said tithe map along such fence to its junction with the main road and continuing to follow the

said road in an easterly direction to the junction of the road leading to Colehill thence following this last-mentioned road to the old lane which branches off to the south between the fields numbered 553 and 554 on the said tithe map continuing up this lane and on in a southerly direction along the road leading over the railway to Leigh Road and thence in a westerly direction along that road to the fence on the east side of Leigh Arch first named all in the parish of Wimborne Minster in the county of Dorset Where roads are boundaries the limits include both sides thereof.

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9. The Undertakers may by agreement purchase take on lease acquire and use such of the lands shown on the deposited plans as they may require for the purposes of the water undertaking and they may by agreement from time to time purchase or take on lease and use any other lands and any easements rights or privileges in over or affecting any lands which they may require for such purposes Provided that they shall not at any time hold for such purposes more than four acres of land in the whole.

Power to  
acquire lands.

10. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of the said Acts grant to the Undertakers any easement right or privilege (not being an easement of water) in over or affecting any such land and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants or to such easements rights or privileges as aforesaid.

Persons  
under dis-  
ability may  
grant ease-  
ments &c. to  
Undertakers.

11. The Undertakers may on the lands shown on the deposited plans when they have acquired and while they are possessed of the same make and maintain in the lines and according to the levels shown on the deposited plans and deposited sections the works hereinafter described with all necessary approaches fences embankments excavations mains pipes tanks sluices culverts dams weirs outfalls valves wells pumps and other works conveniences and appliances for the supply of water and they may subject to the provisions of this Order supply and sell water within the limits of supply.

Power to  
construct  
waterworks  
and to supply  
water.

The works authorised by the Order are as follows:—

A well and pumping station to be situate in the fields numbered 522 525 526 527 on the tithe map of the parish of Wimborne Minster lying between and partly abutting on the road leading from Walford Bridge to Walford Farm and the River Allen near to Walford Mill all the said fields being reputed to belong to the trustees under the marriage settlement of Vincent Henry Penalver Caillard and Eliza Frances his wife and in the occupation of William Coakes:

A.D. 1913.

A service reservoir to be situate in a field numbered 466 on the tithe map aforesaid abutting on the east side of the road leading from Colehill to Wimborne reputed to belong to Captain Phelps Brooke Hanham and in the occupation of William Munckton :

An aqueduct conduit or line of pipes commencing from and out of the well and pumping station aforesaid passing thence to and terminating at the service reservoir in the field numbered 466 as aforesaid.

Limits of deviation.

12. In constructing the works authorised by this Order the Undertakers may deviate laterally to any extent within the limits of lateral deviation shown on the deposited plans but in no case beyond the width of any road shown on the deposited plans and the Undertakers may deviate vertically from the levels shown on the deposited sections to any extent not exceeding three feet upwards or seven feet downwards.

As to pipes crossing the works of a railway or other company.

15. If any difference arise between the Undertakers and any railway canal or other company other than the London and South Western Railway Company whose lands or works the Undertakers have power to cross under the authority of this Order for the purposes of meeting the demands for water within the limits of supply as to the mode of laying down repairing altering or enlarging their conduits or pipes in over or upon such lands or works or the facilities to be afforded for the same such difference shall be settled by an engineer or other competent person to be appointed by the Board of Trade at the request of either party.

Limits of pressure.

16. The water supplied by the Undertakers need not at any time be delivered at a greater height than can be reached by gravitation from the service reservoir authorised by this Order.

Rates for supply of water for domestic purposes.

17. The Undertakers shall at the request of the owner or occupier of any dwelling-house or part of a dwelling-house entitled under the provisions of this Order to demand a supply of water for domestic purposes (which shall include one watercloset) furnish to such owner or occupier a supply sufficient for such purposes at and after the following rate per annum upon the rateable value of such dwelling-house or part of dwelling-house (that is to say):—

If under 10 <i>l.</i>	-	-	-	1 <i>s.</i> 6 <i>d.</i> in the pound.
If 10 <i>l.</i> and under 30 <i>l.</i>	-	-	-	1 <i>s.</i> 5 <i>d.</i> „
If 30 <i>l.</i> and under 50 <i>l.</i>	-	-	-	1 <i>s.</i> 4 <i>d.</i> „
If 50 <i>l.</i> and under 70 <i>l.</i>	-	-	-	1 <i>s.</i> 3 <i>d.</i> „
If 70 <i>l.</i> and under 100 <i>l.</i>	-	-	-	1 <i>s.</i> 2 <i>d.</i> „
100 <i>l.</i> and over	-	-	-	1 <i>s.</i> 0 <i>d.</i> „

Provided that in the case of any inn or hotel (public or private) the Undertakers may charge one shilling and sixpence in the pound: A.D. 1913.

Provided also that when the ordinary rate under such scale would be less than twopence per week the Undertakers shall be entitled to charge at the rate of twopence per week and that the Undertakers shall not be entitled in any case to demand a higher water rate for any house or part of a house included in any division of such scale than they would be entitled to demand if such house or part of a house were of just sufficient rateable value to bring it within the next higher division of the said scale.

The rateable value of any such premises as aforesaid shall be ascertained by the valuation list in force at the commencement of the quarter in which the rate accrues.

18. The Undertakers may charge in respect of every watercloset beyond the first one on any premises within the limits of supply an additional sum not exceeding seven shillings per annum and for every fixed bath capable of containing not more than fifty gallons an additional sum not exceeding ten shillings and sixpence per annum and for every fixed bath capable of containing more than fifty gallons such additional sums as the Undertakers may think fit such additional sums to be payable quarterly in advance and to be recoverable in all respects with and as the water rate. Provided that the Undertakers shall not be compelled to supply water for any bath capable of containing more than fifty gallons of water. Rates for waterclosets and baths.

23. The Undertakers may from time to time by agreement supply any body or person within or without the limits of supply with water in bulk for other than domestic purposes for such remuneration and upon such terms and conditions as may from time to time be agreed upon between the Undertakers and such body or person but notwithstanding any such agreement no such body or person shall be entitled to a supply of water under any such agreement whenever and as long as the Undertakers are of the opinion that the same would interfere with the proper supply of water for domestic purposes under the provisions of this Order and every such agreement shall by virtue of this Order be determinable by the Undertakers on one month's notice in writing. Provided that nothing herein contained shall be construed as conferring any power on the Undertakers in relation to the laying down or placing any pipe or conduit or to the breaking up of any road or street or the execution of any work beyond the limits of supply or as empowering the Undertakers to supply water in any district beyond the limits of supply within the meaning of section 52 of the Public Health Act 1875 or any similar provision. Power to supply water in bulk within or without limits of supply.

A.D. 1913.

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Supply of  
water by  
measure.

24. The Undertakers may if they think fit enter into agreements for the supply of water by measure to any person within the limits of supply and may charge a rent for each meter or other instrument for measuring water provided by them at a rate per annum not exceeding fifteen per centum of the cost of such meter or instrument such rent to be paid quarterly in advance and to be recoverable in all respects with and as the water rate.

Undertakers  
to keep  
meters &c. in  
repair.

25. The Undertakers shall at all times at their own expense keep all meters or other instruments for measuring water let by them for hire to any person in proper order for correctly registering the supply of water and in default of their so doing such person shall not be liable to pay rent for the same during such time as such default continues The Undertakers shall for the purposes aforesaid have access to and be at liberty to remove test inspect and replace any such meter or other instrument at all reasonable times.

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THE WIMBORNE MINSTER WATER ORDER 1912.

Extension of  
limits of  
supply.

6. The limits within which the Order of 1888 and this Order shall be in force and have effect (in this Order referred to as "the limits of supply") shall be the limits as defined by the Order of 1888 and also the parishes or parts of parishes hereinafter described namely The remainder of the parish of Colehill not included in the limits of supply by the Order of 1888 (except such part thereof as lies to the south of the railway of the London and South Western Railway Company from Wimborne Station to Westmoors) and also such part of the parish of Hampreston as is bounded on the south by the said railway on the west by the parish of Colehill on the north by the parish of Holt and on the east by a line drawn from a point at the northern end of the bridge known as White Bridge thence following the road known as Uddens Drive to the railway crossing at Uddens and also such part of the parish of Pamphill as is bounded by a line—

Commencing at its north-east corner at the centre of the stream near Hogford thence drawn along the southern boundary of field No. 179 (25-inch scale Ordnance survey dated 1901) to field No. 178 on the same plan thence following the course of the said stream in a southerly direction to the junction of the road No. 174 leading to Hound Hill thence along the said road in a south-westerly direction to its junction with Chilbridge Lane on the east side of Daffodil Copse thence south-east along the road to Hillbutts thence along the road in a south-westerly

direction crossing the main road at the cottages near Manor Yard thence following Abbott Street in a westerly direction to its junction with a lane known as Sandy Lane thence in a southerly direction along Sandy Lane crossing the road leading to Sturminster Marshall on the west side of Cowgrove Farm by a drive leading to and as far as the River Stour at the ford on the south-west side of Chaw Meadow thence following the River Stour in an easterly direction to the boundary of the limits of supply as defined by the Order of 1888 near Cuthbury Allotments. A.D. 1913.

16. When water supplied for domestic purposes is used for washing horses carriages or motor cars or for other purposes in stables on premises where horses carriages or motor cars are kept the Undertakers may if a hose-pipe or other similar apparatus is used charge such additional sum not exceeding twenty shillings per annum as they may prescribe and any sum charged under this section shall be recoverable in the same manner as water rates. Supply of water by hose-pipe to stables &c.

17.—(1) The Undertakers shall not be bound to supply with water otherwise than by measure any building used by an occupier as a dwelling-house whereof any part is used by the same occupier for any trade or manufacturing purpose for which water is required. Supply to houses partly used for trade.

(2) Where a supply of water to a farmhouse is used for farming purposes the Undertakers may require that the supply for farming purposes shall be taken by meter but nothing in this section shall authorise the Undertakers to refuse a supply of water for purely domestic purposes to a farmhouse at the ordinary rate calculated on the rateable value thereof.

20. Where a house supplied with water is let to monthly or weekly tenants or tenants holding for any other period less than a quarter of a year the owner instead of the occupier shall if the Undertakers so determine pay the rate for the supply but the rate may be recovered from the occupier and may be deducted by him from the rent from time to time due from him to the owner Provided that if the Undertakers determine to charge the owners instead of the occupiers as aforesaid no greater sum shall be recovered at any one time from any such occupier than the amount of rent owing by him or which shall have accrued due from him subsequent to the service upon him of a notice to pay the rate. Rates payable by owners of small houses.

27. The Undertakers may hold any lands acquired by them which they may deem necessary for the purpose of protecting their water-works against pollution fouling and contamination and so long as such necessity shall continue such lands shall not be deemed to be superfluous lands within the meaning of the Lands Clauses Acts but Power to hold lands for protection of works.

[Ch. lxxv.] *Bournemouth Gas and Water* [3 & 4 GEO. 5.]  
*Act, 1913.*

A.D. 1913. — the Undertakers shall not create or permit a nuisance on any such lands and shall not erect any buildings thereon other than such buildings and works as may be incident to or connected with their waterworks.

Power to  
drain such  
lands.

28. The Undertakers may in or upon any lands which they may hold for the purposes described in the last preceding section construct and lay down drains sewers watercourses and other works and conveniences necessary or proper for the purpose of intercepting or taking all foul waters arising or flowing upon such lands or necessary or proper for preventing the water which the Undertakers are empowered to take from being polluted fouled contaminated or discoloured and the Undertakers may for the purpose aforesaid carry any such drain sewer or watercourse under across or along any street or road within or adjoining such lands subject and according to the provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes.

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