

The Topsham, Woodbury, and Lympstone Waterworks Act, 1868.

aforesaid cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "*The Topsham, Woodbury, and Lympstone Waterworks Act, 1868.*"

Limits of Act.

2. The Limits of this Act shall be the Parishes of *Topsham, Clyst St. George Woodbury, and Lympstone* in the County of *Devon.*

8 & 9 Vict.
cc. 16. & 18.,
10 & 11 Vict.
c. 17.,
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
c. 118. in-
corporated.

3. "The Companies Clauses Consolidation Act, 1845," Parts I. and III. of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Waterworks Clauses Acts, 1847 and 1863," are, except where expressly varied by this Act, incorporated with and form Part of this Act.

Interpretation of Terms.

4. In this Act the several Words and Expressions to which Meanings are assigned by 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; the Expression "the Company" means the Company incorporated by this Act; the Expression "the Undertaking" means the Undertaking by this Act authorized; and the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Incorporation of Company.

5. *Robert Brent, William Henry Peters, Robert Thomas Head, John Holman, William Henry Curtler Clerk, John Patch Harrison, George Pitt, Bartholomew Charles Gidley, Robert William Head,* and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of supplying with Water the Inhabitants, Buildings, Lands, and Premises within the Limits of this Act, and for making and maintaining Waterworks for that Purpose, together with all proper Works and Conveniences connected therewith, and for other the Purposes of this Act, and for those Purposes shall be incorporated by the Name of "*The Topsham,*

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Topsham, Woodbury, and Lympstone Waterworks Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes of this Act.

6. Subject to the Provisions of this Act, the Company may make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections the several Works by this Act authorized and herein-after described, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Book of Reference as may be required for that Purpose. The Works herein-before referred to and authorized by this Act are,—

Power to make Works according to deposited Plans.

1. A Reservoir, with all necessary Bye-washes, Filter Beds, Excavations, Embankments, and other Works connected therewith, wholly in the Parish of *Woodbury*, and on the *Four Firs* and *Black Hill* Streams, at or near the Junction of the said Streams, and in the Plantations, Fields, or Closes of Land numbered 1632, 1633, 1634, 1636, 1637, 1638, 1639, 1660, 1662, 1663, and 1664 in the Tithe Map of the said Parish ;
2. A Conduit, Aqueduct, or Line of Pipes, wholly in the Parish of *Woodbury*, commencing in a Plantation numbered 1508 on the Tithe Map of the said Parish at or near the North-east Corner of the said Plantation, and terminating in the before-mentioned Reservoir by a Junction therewith on the North Side thereof :
3. A Conduit, Aqueduct, or Line of Pipes, commencing in the Parish of *Woodbury* by a Junction with the before-mentioned Reservoir at the West End thereof, and terminating in the Parish of *Topsham* at or near the *Topsham* Station of the *Exeter and Exmouth* Railway, at or near the Point where the *London and South-western* Railway (*Topsham* Branch) crosses the Road from *Topsham* to *Exmouth* on the Level :
4. A Conduit, Aqueduct, or Line of Pipes, commencing in the Parish of *Woodbury* by a Junction with the last-named Conduit or Line of Pipes at a Point on the Turnpike Road from *Exeter* to *Exmouth* about Sixty Yards to the North of *Exton Bridge*, and terminating in the Parish of *Lympstone* at or near the South-east Corner of the Churchyard of *Lympstone* Parish Church.

7. The Capital of the Company shall be Eight thousand Pounds, in Eight hundred Shares of Ten Pounds each. Capital.

8. The

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Shares not
to issue until
One Fifth
paid up.

8. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Calls.

9. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.

Power to
borrow on
Mortgage.

10. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Two thousand Pounds, but no Part thereof shall be borrowed until the whole Capital of Eight thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of such Capital has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share in such Capital has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which shall be sufficient Evidence thereof.

Arrears may
be enforced
by Appoint-
ment of a
Receiver.

11. The Mortgagees of the Company may enforce Payment of Arrears of Interest or Principal, or Principal and Interest, due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver in respect of Principal, or Principal and Interest, the Amount owing to the Mortgagees by whom the Application for a Receiver is made shall not be less than Two hundred Pounds in the whole.

Debenture
Stock.

12. The Company may create and issue Debenture Stock.

Monies bor-
rowed on
Mortgage
to have
Priority.

13. All Monies to be borrowed on Mortgage under this Act from the Time when the said Monies shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company and the Property from Time to Time of the Company over all other Claims on account of any Debts incurred or to be incurred

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incurred or Engagements entered into or to be entered into by them: Provided always, that such Priority shall not prejudice or affect any Claim against the Company or their Property in respect of any Rentcharge to be granted by them in pursuance of the Provisions of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," nor shall anything herein-before contained prejudice or affect any Claim or Lien in respect of any Land taken, used, or occupied by the Company for the Purposes of the Undertaking, or injuriously affected by the Construction thereof, or by the Exercise of any of the Powers by this Act conferred on the Company.

14. All Monies raised under this Act, whether by Shares, Debenture Stock, or borrowing, shall be applied for the Purposes of this Act only. Application of Monies.

15. The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act. First Ordinary Meeting.

16. At all the Meetings of the Company every Holder of Five Shares and under shall be entitled to One Vote, and every Shareholder shall be entitled to an additional Vote for every Five Shares held by him beyond the first Five. Manner of voting at Meetings.

17. The Number of Shareholders on whose Requisition an Extraordinary Meeting of the Company may be required to be convened shall not be less than Three Shareholders holding in the aggregate not less than Three hundred Pounds in the Capital of the Company. The Number of Shareholders to convene Extraordinary Meeting.

18. The Newspaper for Advertisements shall be any Newspaper published in the County of *Devon*. Newspaper for Advertisements.

19. The Number of Directors shall be Five, but the Company may from Time to Time reduce the Number, provided that the Number be not less than Three. Number of Directors.

20. The Qualification of a Director shall be the Possession in his own Right of not less than Ten Shares. Qualification of Directors.

21. The Quorum of a Meeting of Directors shall be Three, unless the Number of Directors shall be reduced to Three, in which Case the Quorum shall be Two. Quorum.

22. *Robert Brent, William Henry Peters, Robert Thomas Head, John Holman, and John Patch Harrison* shall be the First Directors of the Company, and shall continue in Office until the First Directors.

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Election of Directors.

First Ordinary Meeting held after the passing of this Act; at that Meeting the Shareholders present in person or by proxy may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary Meeting to be held in every Year after the First Ordinary Meeting the Shareholders present in person or by proxy shall (subject to the Power herein-before contained for reducing the Number of Directors) elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act.

Lands for extraordinary Purposes.

23. The Company may from Time to Time by Agreement purchase or acquire for the Purposes of this Act any Lands not exceeding in Quantity Two Acres, in addition to the Lands which they are by this Act authorized to take by Compulsion.

Powers for compulsory Purchases limited.

24. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

25. The Works by this Act authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed: Provided that nothing in this Act shall restrain the Company from extending their Reservoir, Aqueducts, Mains, Pipes, Works, and Conveniences from Time to Time whenever they find it requisite for the Purpose of increasing their Supply of Water, or supplying Water within the Limits of this Act.

Power to take Water.

26. The Company from Time to Time for the Purposes of their Undertaking may intercept, take, and use the Waters from the Streams and Springs called or known as the *Woodbury Stream*, the *Four Firs Stream*, the *Black Hill Stream*, and the *Woodbury Wood Stream*, and their Springs, Tributaries, and Branches.

Owners may grant Easements.

27. Subject to the Provisions of "The Lands Clauses Consolidation Act 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," the Persons by that Act authorized to sell and convey or release Lands shall have full Power to grant to the Company

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Company any Easement (not being an Easement of Water), Liberty, or Privilege in or over or affecting any Lands authorized to be taken by this Act; and the Provisions of "The Lands Clauses Consolidation Act, 1845," as amended by "The Lands Clauses Consolidation Acts Amendment Act, 1860," with reference to the Purchase of Lands by Agreement, shall extend to the Purchase by Agreement of Easements, Liberties, and Privileges in or over Lands.

28. In making the Works by this Act authorized the Company may deviate laterally to any Extent not exceeding the Limits of Deviation shown on the deposited Plans, and vertically to any Extent in case of their Reservoir not exceeding Three Feet, and in case of any other Work to any Extent not exceeding Five Feet: Provided that where any Work is to be made in any Road, the Limits of lateral Deviation, if not otherwise shown on the deposited Plans, are the Boundaries of the Road. Deviations.

29. The Company shall not be compelled to carry Water to a higher Level than can be reached by the Pressure afforded by their Reservoir. Supply of Water under Pressure.

30. Where there are several Tenements in a Row, no Tenant or Occupier of any one of the Tenements, nor any Person on his Behalf, shall take or use the Water laid on by the Company to any other such Tenement, unless the Tenant or Occupier be in respect of the Tenement so occupied by him rated under this Act for a Supply of Water; and every Person so taking or using Water or allowing the same to be used contrary to the Provisions of this Act shall for every such Offence forfeit and pay to the Company any Sum not exceeding Five Pounds. Supply of Water to Tenements in a Row.

31. The Agreement of the 9th Day of *May* 1868, set forth in the Schedule to this Act annexed, is by this Act made binding on the Company as if it had been entered into by the Company after the passing of this Act. Agreement in Schedule confirmed.

32. The Company shall, at the Request of every Person entitled under this Act to demand a Supply of Water, furnish to the Occupier of every Dwelling House or Part of a Dwelling House to which the Request relates within the Limits of this Act a sufficient Supply of wholesome Water for the domestic Purposes (including One Watercloset) of every such Occupier at any Rate not exceeding the following Rates; (that is to say,) Rates for Supply of Water for domestic Purposes.

Where the yearly Value of the Premises supplied does not exceed Five Pounds, at a Rate not exceeding Twopence *per* Week :

Where

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Where the annual Value of a House or Part of a House shall exceed Five Pounds and not exceed Twenty Pounds, a yearly Rate not exceeding Seven Pounds Ten Shillings *per Centum* on the annual Value of such House or Part of a House :

Where such annual Value shall exceed Twenty Pounds, a yearly Rate not exceeding Six Pounds *per Centum* on the Amount of such annual Value.

Rates for
Water-
closets and
Baths.

33. The Company may charge in any One Year in respect of the First Bath supplied with Water in or belonging to any private Dwelling House the Sum of Ten Shillings, and in respect of every Watercloset beyond the First, and of every Bath beyond the First, the Sum of Five Shillings.

Rates
payable
quarterly in
advance.

34. The Rates for a Supply of Water for domestic Purposes shall be payable in advance by equal quarterly Payments on *Lady Day, Midsummer Day, Michaelmas Day, and Christmas Eve*, in every Year.

Rates for
Supply to
Shipping.

35. The Company from Time to Time may demand and take from all Persons requiring or taking any Supply of the Company's Water for the Purpose of Shipping any Sums not exceeding One Shilling for the First One hundred Gallons or any Quantity less than One hundred Gallons, and Sixpence for every additional One hundred Gallons or any additional Quantity less than One hundred Gallons, so supplied, and may require Payment for the same in advance.

Water for
other than
domestic
Purposes and
Shipping.

36. The Company may supply any Person with Water for other than domestic Purposes and for Shipping respectively for such Remuneration and on such Terms and Conditions as are agreed on between the Company and the Person desirous of having the Supply.

Regulation
for Supply of
Water.

37. The Company shall not be obliged to supply any Water unless the Pipes and Cocks and other Apparatus necessary for the Supply are constructed of such Strength, Material, and Size, and on such Principle, as are required or approved by the Company, and are used so as to prevent the Waste or undue Consumption of the Water of the Company, and the Return of foul Air and other noisome or impure Matter into the Pipes belonging to or connected with the Mains or Pipes of the Company.

Penalty for
using Water
for other than
domestic
Purposes
without
Agreement.

38. Every Person using for other than domestic Purposes any Water of the Company without having previously agreed with them for a Supply of Water for other than domestic Purposes, or any Person using for any Purpose other than the Purposes so agreed on any Water so supplied by the Company, shall for every such Offence

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Offence forfeit and pay to the Company any Sum not exceeding Five Pounds.

39. In case any Consumer of the Water of the Company shall leave the Premises where such Water has been supplied without paying to the Company the Rate due from him, the Company shall not be entitled to require from the next Tenant of such Premises the Payment of Arrears left unpaid by the former Tenant, unless such incoming Tenant shall have agreed with the former Tenant to pay or exonerate him from the Payment of such Arrears.

Incoming Tenant not to be liable to pay Arrears of Water Rate.

40. All Rates and Sums due to the Company, and all Damages, Costs, and Expenses by this Act directed to be paid, and the Amount whereof respectively is not disputed, may be levied by Distress, after the Defaulter has been duly summoned, and any Justice, on Application by the Company, may and shall issue his Warrant accordingly.

Undisputed Rates may be recovered by Distress.

41. Any Justice who issues any such Warrant of Distress may order that the Costs of the Proceedings for the Recovery of the Rate or Sum shall be paid by the Person liable to pay the Rate or Sum; and the Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of the Rate or Sum.

Costs of Distress.

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

Several Names in One Warrant.

43. No Justice or Judge of any County Court shall be disqualified for acting in the Execution of this Act by reason of his being liable to any Rate or Sum under this Act, or by reason of his being a Shareholder in the Company.

Liability to Rates not to disqualify Justices.

44. Penalties imposed on the Company by several Acts for one and the same Offence shall not be cumulative, and for this Purpose this Act and each of the several Acts incorporated therewith shall be deemed a separate Act.

Penalties not cumulative.

45. Except as is by this Act specially authorized, nothing herein contained shall take away, lessen, prejudice, or affect, or authorize the Company in any way to interfere with, any of the Estates, Rights, Interests, Powers, or Privileges of the Lords of the Manor of *Woodbury*, or the Lord of any other Manor within the Limits of this Act, without or otherwise than in accordance with their respective previous Consent in Writing.

Saving Rights of Lords of Manors.

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46. All

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Expenses of Act.

46. All the Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act shall be paid by the Company.

*The Topsham, Woodbury, and Lympstone Waterworks Act, 1868.*SCHEDULE.

AN AGREEMENT made the Ninth Day of May One thousand eight hundred and sixty-eight between Robert Brent of Woodbury in the County of Devon, Esquire, and John Holman of Topsham in the same County, Esquire, (herein-after called "the Promoters,") Two of the Members of the Provisional Committee of a Company intended to be incorporated under the Name of "The Topsham, Woodbury, and Lympstone Waterworks Company" (herein-after called "the Company"), of the First Part; the Right Honorable John Buller Baron Churston, Sir George Stucley Stucley of Hartland Abbey in the said County of Devon, Baronet, and Sir John Thomas Buller Duckworth of Wear House near Exeter in the same County, Baronet, (herein-after called "the Trustees,") of the Second Part; and the Honorable Mark George Kerr Rolle of Stevenstone near Torrington in the said County of Devon (herein-after called "the Tenant for Life") of the Third Part.

WHEREAS the said Trustees are, as Trustees under the Will of the late John Baron Rolle, deceased, seised of or otherwise entitled to certain Lands in the Parish of Woodbury in the County of Devon, forming Part of an Estate herein-after called the Rolle Estate: And whereas the said Honorable Mark George Kerr Rolle is equitable Tenant for Life of the same Estate: And whereas the Promoters have applied to Parliament for an Act to incorporate the Company, and to enable the Company, when incorporated, among other things, to make and maintain according to their deposited Plans and Sections a Reservoir and Works connected therewith at or near the Junction of the Streams called the Four Firs and the Black Hill Streams, and also to make and maintain certain Conduits, Aqueducts, or Lines of Pipes in, through, and under the Parishes of Woodbury, Topsham, and Lympstone, in the said County of Devon, and have deposited a Bill in Parliament for the Purposes aforesaid: And whereas, in the event of the said Bill being passed into an Act, the said Reservoir and the Works connected therewith will be constructed in and upon the Rolle Estate, and certain of the said Conduits, Aqueducts, and Lines of Pipes will pass through the Rolle Estate in such a Manner as to injuriously affect, intersect, and seriously damage the same, and the Trustees and the Tenant for Life have therefore hitherto determined to oppose the passing of the said Bill, or to require the Insertion therein of Clauses for their Protection, and have for that Purpose deposited a Petition against the said Bill: And whereas, in order to induce the Trustees and the Tenant for Life to withdraw their Opposition to the passing of the said Bill during the present Session of Parliament, the

Promoters

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Promoters have agreed to enter into the Agreements herein-after contained: Now these Presents witness, that in consideration of the Premises, and of the Withdrawal by the Trustees and the Tenant for Life of their said Opposition, the Promoters, on behalf of themselves jointly and severally, and of all other the Proprietors of the said intended Company, hereby agree with the Trustees and also with the Tenant for Life respectively as follows:

1. In the event of the said Bill, in its present or in any amended Form for the like Objects, being passed into an Act during the present Session of Parliament, the Company shall before entering on any Part of the Rolle Estate pay to the Trustees and the Tenant for Life Compensation in respect of the Purchase of the Land required for the Undertaking of the Company, including all Timber and other Trees proposed to be removed or injuriously affected thereby, and of the Damage, Loss, and Injury which they respectively may or will sustain by reason of the Execution of the Works authorized by the said Act, such Compensation to be assessed in the Manner provided by "The Lands Clauses Consolidation Act, 1845," in the Case of Lands taken otherwise than by Agreement.

2. In the like event the Company shall not in the Execution of the Works authorized by their Act take any other Land upon the West or lower Side of the centre Line of their proposed Embankment (which centre Line is marked on the Plan signed by or on behalf of the Parties hereto), except such Land only as is delineated and coloured Red on the said Plan. The said Company shall also at their own Expense, and before commencing their Works, construct and for ever thereafter maintain in good Order and Condition a sufficient Post and Rail Fence, enclosing the Reservoir and Works connected therewith, to the Satisfaction of the Trustees or the Tenant for Life.

3. In the like event the Company shall in the Execution of their Works do as little Damage as possible to the said Plantation or to the adjacent Portions of the Rolle Estate, and after laying down the said Conduits, Aqueducts, and Lines of Pipes shall, when the same shall be laid below the Surface of the Rolle Estate, at their own Expense restore the Surface to its present Condition; and where the said Conduits, Aqueducts, and Lines of Pipes shall be laid on or above the Surface of the Rolle Estate, the Company shall, if required by the Trustees or the Tenant for Life, or their or his Agent, at the Expense of the Company, dress down and turf all Slopes and Embankments made by them.

4. In the like event the Company shall also make all necessary and convenient Means of Communication, Crossings, and Approaches for and shall make good all Damage done by reason of their Works to Tenants and Occupiers on the Rolle Estate, and shall, at the Discretion of the Trustees or the Tenant for Life, either remove from the Rolle Estate all the Earth, Soil, and Material excavated therefrom in the Execution of the said Works, or convey or deposit the same to and upon such adjacent Part or Parts of the Rolle Estate as the Trustees or the Tenant for Life shall from Time to Time direct.

5. And whereas Exton Mill in the Parish of Woodbury aforesaid, and Ruggs Mill in the same Parish, now in the Occupation of Frederick Henry Ebbels and James Ashford respectively, or their respective Under-tenants, as Tenants thereof respectively to the Trustees, are supplied with Water by certain Streams and Watercourses, both natural and artificial, which will, in the event
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of the Company carrying out the said Works, be intercepted, diverted, or otherwise interfered with by the said Works: The Company shall, immediately and at all Times after commencing to execute any Part of the said Works, cause the Mill Dams now in use for the Purpose of working the said Mills, and the Streams and Watercourses connected therewith, to be so supplied with Water that the said Mills shall have at all Times as ample a Supply of Water in all respects and may be worked as fully and effectually as the same have been hitherto; and in case of any and every Default on the Part of the Company so to do, the Trustees or the Tenant for Life, or other the Owner for the Time being of the Rolle Estate, or their or his Agent, shall be at liberty, in order that the said Mills may be as effectually worked as aforesaid, to open or shut any Sluices, Inlets, or Outlets connected with the said Reservoir; and the Company shall, for each and every Day during any Part of which such Default shall be made by them as aforesaid after Notice in Writing of such Default shall have been delivered to the Secretary of the Company, or left for him at the Office of the Company for the Time being by the Agent of the Rolle Estate, pay to the Trustees or the Tenant for Life, or other the Owner for the Time being of the Rolle Estate, the Sum of Twenty Pounds, and every such Sum shall be considered as liquidated Damages and as a Debt payable on Demand to them or him by the Company.

6. And whereas certain Parts of the Rolle Estate situate near the Streams and Watercourses which in the event aforesaid will be interfered with have hitherto derived great Benefit and Advantage from the said Streams and Watercourses in respect of Irrigation or otherwise: The said Company shall at all Times after commencing to execute the said Works maintain a Supply of Water in the said Streams and Watercourses sufficient to give to such Parts of the said Estate as great Advantage in respect of Irrigation and otherwise as the same have hitherto enjoyed; and in case of Default on the Part of the Company so to do, the Trustees or the Tenant for Life, or other the Owner of the Rolle Estate, shall have the same Power of interfering with the Company's Works, and the Company shall be liable to pay the same Sum by way of liquidated Damages in each and every such Case, as are stipulated for in the Fifth Clause of these Presents in the Case of a Breach of the Agreement on the Part of the Company in the said Clause contained.

7. All the Works (except the Reservoirs and Works connected therewith) authorized by the said Act to be constructed in, upon, or under the Rolle Estate shall be completed within One Year from the Commencement of such Works, unless further Time be granted for that Purpose by the Consent in Writing of the Trustees or the Tenant for Life, or by their or his Agent for the Time being; and in case of the Noncompletion of the said Works (except as aforesaid) within the said Period of One Year, the Trustees and the Tenant for Life shall be at liberty to treat the Company as Trespassers, and the Company shall not in such Case be at liberty to plead their Statutory Powers.

8. The Promoters or the Company shall be entitled to a Right of Way over the Rolle Estate from either one of the public Roads situate on the North and South Sides of their proposed Reservoir to the said Reservoir, such Way to be at such Point only as shall be approved by the Agent of the Rolle Estate, and the said Way to be fenced in by a sufficient Post and Rail Fence to be

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constructed

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constructed and maintained by and at the Expense of the Promoters or the Company.

9. The Promoters shall procure Provisions to be inserted in the said Bill for carrying into effect this Agreement, and for making the same binding on the Company.

10. The Promoters or the Company shall within Six Months after the said Bill is either passed or rejected pay and discharge all the Costs of the Trustees and the Tenant for Life incurred by them respectively in and incident to their Opposition to the said Bill, and the Preparation and Execution of these Presents.

11. In consideration of the Premises, the Trustees and the Tenant for Life will withdraw their said Petition, and will not nor will any or either of them oppose the passing of the said Bill into an Act during the present Session.

12. If any Difference or Dispute shall arise between any of the Parties to these Presents or their respective Representatives and the Company touching the due and fair Construction hereof, or any Act done or to be done in pursuance hereof, such Difference or Dispute shall be referred to Arbitration under and according to the Provisions of "The Lands Clauses Consolidation Act, 1845," or "The Common Law Procedure Act, 1854," as the Case may require; and all the Costs and Expenses of both Parties of and incidental to every such Arbitration shall, in the Absence of any Award to the contrary, be borne and paid by the Company.

As witness the Hands of the said Parties hereto, the Day and Year first above written.

ROBERT BRENT.
JOHN HOLMAN.

Witness to the Signatures of the said Robert
Brent and John Holman,
WM. SERENA, Topsham.

Witness to the Signature of the above-
named Mark George Kerr Rolle,
WILLM. S. FORSTER,
28, Lincoln's Inn Fields.

MARK G. K. ROLLE,
On behalf of self and the
Trustees of Lord Rolle's
Will.

LONDON :

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