



## CHAPTER cxcvi.

An Act [for altering the limits for the supply of Gas and Water of the Bournemouth Gas and Water Company and for authorising that Company to construct new Gasworks and Waterworks and to raise additional capital and for other purposes. A.D. 1896.

[7th August 1896.]

WHEREAS by the Bournemouth Gas and Water Act 1873 (herein-after referred to as "the Act of 1873") and the Bournemouth Gas and Water Act 1878 (herein-after referred to as "the Act of 1878") or one of those Acts the Bournemouth Gas and Water Company (herein-after referred to as "the Company") were and are incorporated and authorised to construct and maintain gasworks and waterworks and to supply gas and water within limits respectively prescribed :

And whereas by the Act of 1873 the capital of the Company was declared to be one hundred thousand pounds whereof fifty thousand pounds was in that Act and is in this Act called the original capital and fifty thousand pounds was in that Act and is in this Act called the additional capital and the Company were empowered to borrow on mortgage in respect of the original capital any sums not exceeding in the whole twelve thousand five hundred pounds and in respect of the additional capital any sums not exceeding in the whole twelve thousand five hundred pounds and the Company were authorised to create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 :

And whereas by the Act of 1878 the Company were authorised to raise any further capital not exceeding in the whole one hundred and fifty thousand pounds which further capital was in that Act and is in this Act called the new capital and the Company were empowered to borrow on mortgage in respect of the new capital any sums not exceeding in the whole thirty-seven thousand five hundred

A.D. 1896. pounds and the Company were authorised to create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 :

And whereas the Company have raised the whole of the original capital and of the additional capital and one hundred and twenty-five thousand pounds of the new capital and have borrowed fifty-six thousand two hundred and fifty pounds on mortgages or bonds but have not created or issued any debenture stock :

And whereas by sections 6 and 7 of the Act of 1878 a standard rate of dividend subject to provisions for the reduction or increase thereof is prescribed in respect of the original capital but no standard rate of dividend subject as aforesaid is by that Act or by the Act of 1873 prescribed in respect of the additional capital or the new capital :

And whereas having regard to the increasing populations within and beyond but in the neighbourhoods of such limits respectively it is expedient that the same respectively be in certain directions extended and that the Company be empowered to construct the additional gasworks and waterworks by this Act authorised and to obtain a further supply of water :

And whereas by the West Hampshire Water Act 1893 the West Hampshire Water Company (herein-after referred to as "the West Hampshire Company") were incorporated and authorised to construct and maintain waterworks and subject to conditions in the said Act mentioned to supply water within certain limits by that Act prescribed :

And whereas the limits for the supply of water so assigned to the West Hampshire Company overlap the limits for the supply of water by the Company by the Act of 1873 prescribed :

And whereas it is inexpedient in the interests of water consumers and the public respectively as well as of the Company and the West Hampshire Company respectively that the Company and the West Hampshire Company should supply water within the same area in competition and the Company and the West Hampshire Company have entered into an agreement a copy whereof is set forth in the Second Schedule to this Act for apportioning between them the overlapped area and for effecting matters incidental to such apportionment and it is expedient that such agreement be confirmed and the existing limits for the supply of water by the Company and the West Hampshire Company where they overlap be respectively reduced :

And whereas it is expedient that the Company be authorised to raise additional share and loan capital for the purposes of this Act and for the general purposes of their undertaking :



And whereas 'it is expedient that the Acts of 1873 and 1878 should be in some respects amended and that the further powers herein-after contained should be granted to the Company : A.D. 1896.

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

And whereas plans of the lands which may be taken for the purposes or under the powers of this Act for gasworks and plans and sections showing the lines situations and levels of the waterworks authorised by this Act and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerks of the peace for the counties of Southampton and Dorset respectively and are herein-after respectively referred to as the deposited plans sections and book of reference :

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 :—

#### PRELIMINARY.

1. This Act may be cited as the Bournemouth Gas and Water Act 1896 and the Act of 1873 the Act of 1878 and this Act may be cited and are herein-after referred to collectively as the Bournemouth Gas and Water Acts 1873 to 1896. Short title.

2. The following Acts and parts of Acts namely :—

The Lands Clauses Acts ;

The Gasworks Clauses Act 1847 ;

The Gasworks Clauses Act 1871 ; and

The Waterworks Clauses Acts 1847 and 1863 ;

Incorporation  
of  
enactments.

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 :

And 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 ;

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

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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 the Companies Clauses Act 1869 shall (subject to the provisions  
 of this Act) extend and apply to the Company and the additional  
 capital by this Act authorised to be raised.

Interpre-  
tation.**3.** 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 “undertaking” means the gas and water under-  
 taking of the Company carried on by them subject to the  
 provisions of the Bournemouth Gas and Water Acts 1873  
 to 1896 ;

The expression “the borough” means the borough of Bourne-  
 mouth ;

The expression “the corporation” means the mayor aldermen  
 and burgesses of the borough ;

Wherever in the Act of 1873 or the Act of 1878 the expression  
 “the Bournemouth commissioners” or the expression “the  
 commissioners” or the expression “the Bournemouth Improve-  
 ment Commissioners” occurs it shall mean the corporation  
 and wherever in either of the said Acts the limits of the  
 Bournemouth Improvement Act 1856 or any extensions of  
 such limits are mentioned they shall mean the borough :

For the purposes of the Act of 1873 and this Act respectively  
 the Waterworks Clauses Acts 1847 and 1863 incorporated with the  
 Act of 1873 and this Act respectively shall be read and have effect  
 as if the words in section 44 of the Waterworks Clauses Act 1847  
 “with the consent in writing of the owner or reputed owner of any  
 such house or of the agent of such owner” had been omitted :

And for the purposes of this Act 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 simple contract debt and not a debt or demand created by statute.

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## LIMITS.

4.—(1) The limits of the Company for the supply of gas are hereby altered so as to include all such parts of the parishes of Parkstone Branksome Kinson Canford Magna Hampreston and West Parley in the county of Dorset and the parishes of Holdenhurst Pokesdown Southbourne Winton Bournemouth and Christchurch in the county of Southampton as are included within the imaginary line described in Part I. of the First Schedule to this Act and shown by a dotted line coloured red upon a certain plan signed by the Right Honourable Anthony Henley Lord Henley the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred and deposited in the Parliament Office.

Alteration  
of limits of  
gas and  
water  
supply.

(2) The limits of the Company for the supply of water are hereby altered so as to include all such parts of the parishes of Parkstone Branksome Kinson Canford Magna Wimborne Minster Hampreston and West Parley in the county of Dorset and the parishes of Holdenhurst Pokesdown Winton Bournemouth and Christchurch in the county of Southampton as are included within the imaginary line described in Part II. of the said First Schedule and shown by a dotted line coloured blue upon the said plan.

(3) A copy of the said plan shall within one month after the passing of this Act and before the exercise of any of the powers by this Act conferred be deposited with the town clerk of the borough of Bournemouth and each of the respective clerks of the peace for the counties of Dorset and Southampton and the provisions of the Parliamentary Documents Deposit Act 1837 shall apply to such copies as though the same were plans required by the Standing Orders of Parliament to be deposited with such clerks of the peace.

(4) In the event of any discrepancy between the said imaginary lines described in the said First Schedule and as shown on the said plan signed as aforesaid the descriptions in the said schedule shall prevail.

5. If at any time after the expiration of seven years from the passing of this Act the Company are not furnishing 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

Power to  
local autho-  
rity &c.  
to supply  
water  
in case

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Company  
fail to  
supply.

the supply of water by this Act added to the Company's now existing limits for the supply of water the local authority of such district may provide a supply in the whole or any part of their district within such added limits in accordance with the provisions of the Public Health Act 1875 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 limits not sufficiently supplied by the Company as if in either case there were no company authorised by this Act to supply water therein.

If any difference shall arise between the 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 or added limits such difference shall be settled on the application of either party by the Board of Trade.

Powers &c.  
of Company  
under Acts  
of 1873  
and 1878  
to be  
exercisable  
within  
altered  
limits.

6. Subject to the provisions of this Act the Company throughout their limits for the supply of gas and water respectively as 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 had and might exercise and were subject to within their then existing limits for the supply of gas and water respectively.

Powers of  
Company  
and West  
Hampshire  
Company  
for supply  
of water  
not to  
overlap.

7. As from the passing of this Act all powers and obligations of the Company to supply water within the limits for the supply of water by the West Hampshire Company beyond the limits of the Company for the supply of water as altered by this Act and all powers and obligations of the West Hampshire Company to supply water within the limits of the Company for the supply of water as altered by this Act shall cease.

Confirmation  
of scheduled  
agreement  
between  
Company and  
West Hamp-  
shire Company.

8. The agreement between the Company and the West Hampshire Company a copy whereof is set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto.

#### GAS.

Power to  
make new  
gasworks.

9. Subject to the provisions of this Act the Company may from time to time upon the lands or any part thereof which are described in the Third Schedule to this Act (but as to the lands described in Part II. (c) of the said Schedule subject to the restriction affecting such lands herein-after in this section expressed) if and when they have acquired and whilst they are in possession of such lands or part thereof erect make maintain alter improve enlarge extend and renew and discontinue gasworks retorts gasholders receivers purifiers



drains sewers mains pipes meters machinery and other apparatus works and conveniences for the manufacture conversion utilisation storage and supply of gas and residual products obtained in the manufacture of gas and matters producible therefrom and make store and supply gas and manufacture sell supply and deal in coke tar pitch lime ammoniacal liquor oil and all other products or residuum of any materials employed in arising or resulting from the manufacture of gas and also meters motors stoves tubes pipes burners fittings apparatus and other articles and things in any way connected with the supply of gas Provided that the Company shall not use the lands described in Part II. (c) of the Third Schedule to this Act for the purposes of manufacturing gas or manufacturing or converting residual products.

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**10.** Subject to the provisions of this Act the Company may for the gasworks purposes of their undertaking enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference and in Part II. of the Third Schedule to this Act as they may require for the gasworks purposes of their undertaking.

Power to  
take lands  
for new  
gasworks.

**11.** The Company may take hold and use patent rights and licences and authorities (not being exclusive) under any letters patent for the use of any invention relative to the manufacture conversion utilisation or distribution of gas and of such materials and residual products as herein-before mentioned.

Power to  
hold licences  
under  
letters  
patent.

**12.** In the event of any meter used by a consumer of gas being tested in manner provided by the Sale of Gas Act 1859 and being proved to register erroneously within the meaning of the said Act such erroneous registration shall be deemed to have arisen only during the current quarter of the year in which the said meter shall be so tested unless the contrary shall be proved to the satisfaction of the inspector testing the said meter under the said Act The amount of the allowance to be made to or of the surcharges to be made upon the consumer by the Company in pursuance of the certificate of the inspector shall be paid by or to the Company to or by the consumer as the case may be and shall be recoverable in any court of competent jurisdiction for the recovery of debts of like amount.

Period of  
error in  
defective  
meters.

**13.** The Company as they from time to time think fit may manufacture purchase provide supply sell let for hire use and otherwise deal in fit up alter repair remove and refix fittings engines stoves ranges pipes and other apparatus and appliances for lighting for motive power for the warming and ventilating of houses and buildings for the cooking of food and for all other purposes for

Power to  
supply gas  
fittings &c.  
for heating  
and other  
purposes.

A.D. 1896. — which gas can or may be used and may provide all materials and do all works necessary or proper in that behalf Any such letting for hire may be for such rent or remuneration in money and on such terms with respect to the repair of fittings and other articles let for hire and for securing the safety and return to the Company of such fittings and other articles and otherwise as may be agreed upon between the Company and the persons to or from whom the same are sold supplied let fixed up altered or removed and the Company may supply gas for heating cooking motive power warming ventilating and other purposes and for the particular requirements of any trade industry manufacture or business and may do all things needful therefor on such terms and conditions in all respects as may be agreed upon between the Company and the party to whom such supply shall be given.

Discounts.

14. The Company may if they think fit allow discounts or rebates not exceeding in any case ten per centum to consumers of gas in consideration of prompt payment of gas rents or of large consumption upon such scale and subject to such conditions and regulations as may be prescribed by special contract in writing between the Company and any of such consumers Provided that such discounts or rebates shall be of equal amount under like circumstances to all consumers.

Prepayment  
in certain  
cases.

15. Where the Company deem it necessary so to do they may require prepayment for gas required to be supplied for a period of six months or any shorter period and in such case may refuse to supply gas unless the estimated cost thereof for such period as the Company may from time to time fix be prepaid and at the end of each such period the Company shall be paid or shall repay any deficiency or excess of money actually payable for gas so supplied.

Power to  
refuse  
to supply  
persons  
in debt  
for other  
property.

16. If a person requiring a supply of gas from the Company has previously quitted premises at which gas was supplied to him by them without paying to them all gas or meter rent or other moneys due from him to the Company they may refuse to furnish to him a supply of gas until he pay the same.

Quality of  
gas.

17. Section 41 of the Act of 1873 is hereby repealed as from the first day of January one thousand eight hundred and ninety-seven and from and after that day the prescribed number of candles shall be fifteen and a half.

As to  
settling  
terms of  
providing  
public  
lights in

18. If in any case terms are not mutually agreed upon within three months after the receipt by the Company of any request in writing under section 45 of the Act of 1873 then the Company shall provide lay down fix maintain and keep in repair the mains pipes and



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other works mentioned in such request upon such terms as shall be settled by an arbitrator to be appointed by the Board of Trade on the application of the Company or the corporation.

borough  
if not  
mutually  
agreed upon.

**19.**—(1) Notwithstanding anything in section 29 of the Act of 1878 if the corporation at any time cease to occupy their now existing offices and give notice in writing to the Company so to do the Company shall at their own expense provide at such place in the borough as shall be mutually agreed upon or in default of agreement within one month after the receipt of such notice by the Company then at the Company's offices at Poole Hill accommodation for the now existing testing apparatus of the corporation and remove to and re-erect at the place where such accommodation shall be provided the said apparatus.

As to  
testing  
place.

(2) Any testing place for the time being provided by the corporation within the borough shall be a testing place under the Gasworks Clauses Act 1871 provided that two hours previous notice shall be given by the corporation to the Company of the time at which any testing at such place shall be intended to be conducted.

#### WATER.

**20.** Subject to the provisions of this Act the Company may make and maintain in the lines and situations and according to the levels shown on the deposited plans and sections and in over upon or under the lands delineated on the said plans and described in the deposited book of reference the waterworks shown on those plans together with all necessary drains pipes sluice-valves air-valves wash-outs junctions apparatus and other works and conveniences in connexion with or incidental to such waterworks and may enter upon take and use such of the lands delineated on the said plans and described in the said book of reference as may be required for that purpose.

Power to  
make new  
waterworks.

The principal waterworks herein-before referred to are the following:—

A well and pumping station (Wimborne pumping station) wholly in the parish of Wimborne Minster to be situate in the southern corner of the field numbered 1375 on the  $\frac{1}{2500}$  Ordnance map of the said parish:

An aqueduct conduit or line or lines of pipes (Wimborne conduit) commencing in the said parish at or in the Wimborne pumping station herein-before described and terminating in the parish of Branksome formerly Kinson in the inlet fountain of the existing Alderney works of the Company in the Award Road.

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Power to  
make  
subsidiary  
waterworks.

**21.** Subject to the provisions of this Act the Company in addition to the waterworks by the section of this Act whereof the marginal note is "Power to make new waterworks" authorised may from time to time upon any lands acquired or to be acquired by them make and maintain all proper and necessary embankments filter beds tanks dams gauges drains sluices catch-pits conduits culverts channels cuts adits bye-washes roads approaches apparatus engines pumps machinery works and conveniences connected with the waterworks herein-before referred to or any of them or incidental thereto or necessary or convenient for the obtaining collecting storing inspecting maintaining filtering cleaning repairing conducting distributing or managing the waterworks and water supply of the Company but nothing in this Act shall exonerate the Company from any indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them in the exercise of the powers of this section elsewhere than on the lands delineated on the deposited plans and described in the deposited book of reference on which the waterworks by this Act authorised are situate.

Power to  
take waters.

**22.** Subject to the provisions of this Act the Company may collect impound take use divert and appropriate for the waterworks purposes of their undertaking all such underground waters as will or may be intercepted by the waterworks by this Act authorised or as may be or be found in upon or under any lands for the time being belonging or leased to the Company or over or in respect of which they have or may acquire easements rights or privileges for that purpose.

Confirmation of  
scheduled  
memorandum of  
agreement  
between Com-  
pany and  
Wimborne  
Minster Water-  
works Company  
Limited.

**23.** The memorandum of agreement between the Company and the Wimborne Minster Waterworks Company Limited as set forth in the Fourth Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Power to  
acquire  
easements  
instead of  
lands for  
purposes of  
waterworks.

**24.** The Company may in lieu of acquiring any lands for the purpose of laying or maintaining the aqueduct conduit or any line of pipes forming part of the waterworks by this Act authorised acquire such easements in such lands as they may require for the purpose of constructing placing laying inspecting maintaining cleansing repairing conducting or managing the same and may give notice to treat in respect of such easements and may in such notice describe the nature thereof and the provisions of the Lands Clauses Acts shall apply to such easements as fully as if the same were lands within the meaning of those Acts :

Provided that as regards any lands taken or used by the Company for the purpose of laying or maintaining an aqueduct conduit or



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line of pipes therein where such aqueduct conduit or line of pipes is laid underground the Company shall not (unless they give notice to treat for such lands and not merely for easements therein) be required or entitled to fence off or sever such lands from the adjoining lands but the owners or occupiers for the time being shall at all times after the completion of the works have the same right of passing over such lands for all purposes of or connected with the use or enjoyment of the adjoining lands as if such lands had not been taken or used by the Company :

Provided also that except as to land forming part of a street nothing herein contained shall authorise the Company to acquire by compulsion any such easement in any case in which the owner in his particulars of claim shall require the Company to acquire the lands in respect of which they have given notice to treat for the acquisition of an easement only and every notice to treat for the acquisition of an easement shall be endorsed with notice of this proviso.

**25.** In making the waterworks by this Act authorised the Company may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plans and where on any road no such limits are shown the boundaries or fences of such road shall be deemed to be such limits and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding three feet upwards and twelve feet downwards Provided that no part of the Wimborne conduit shall be constructed above the surface of the ground except so far as shall be shown on the deposited sections.

Limits of  
deviation in  
making  
waterworks.

**26.** If the waterworks shown on the deposited plans are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for executing such works or otherwise in relation thereto shall cease except as to so much thereof as is then completed but nothing in this section shall restrict the Company from renewing extending enlarging altering reconstructing or removing any of their tanks gauges drains sluices catch-pits conduits culverts valves wash-outs bye-washes engines pumps machinery apparatus filter beds mains pipes or other works or plant at any time and from time to time as occasion may require.

Period for  
completion  
of water-  
works.

**27.** The Company may hold any lands acquired by them under the powers of this Act which they may deem necessary for the purpose of protecting their waterworks against nuisances encroachment or injury and so long as such necessity shall continue such

Power to  
hold lands  
for pro-  
tection of  
waterworks.



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As to  
constant  
supply and  
pressure  
within  
borough.

**28.** Notwithstanding anything in section 53 of the Act of 1873 the following provision shall have effect within the borough (that is to say) :—

The water supplied by the Company shall be constantly laid on at a pressure not less than that which can be afforded from the existing Alderney reservoir of the Company whereby the top storey of the highest house existing in the borough at the time of the passing of this Act can now be supplied.

Company  
may be  
required to  
supply water  
to parts of  
premises.

**29.** The words “ provided always that the Company shall not be compelled to supply water to the owner or occupier of any dwelling-house or premises unless the water rate is paid for the whole of such dwelling-house and premises ” in section 66 of the Act of 1873 are hereby repealed.

Charges and  
rates for  
water sup-  
plied for  
domestic  
purposes.

**30.** Section 54 of the Act of 1873 is hereby repealed as from Michaelmas Day one thousand eight hundred and ninety-six and from and after that day the following provisions shall have effect :—

(1) Subject to any contracts subsisting on the said day the Company shall on the application of any person who under the provisions of the Bournemouth Gas and Water Acts 1873 to 1896 shall be entitled to demand a supply of water for domestic purposes furnish to such person a sufficient supply of water for domestic purposes at charges and rates according to the rateable value of his dwelling-house or part of a dwelling-house not exceeding the following (that is to say) :—

(A) Where the rateable value of the premises so supplied with water does not exceed twelve pounds per annum the sum of twopence per week ;

(B) Where the rateable value of the premises so supplied with water exceeds twelve pounds per annum but does not exceed twenty pounds per annum the rate of four and three-quarters per centum per annum of such rateable value ;

(C) Where the rateable value of the premises so supplied with water exceeds twenty pounds per annum the rate of five per centum per annum of such rateable value :



Provided that if the corporation shall not within five years from the passing of this Act give to the Company the notice in writing requiring the Company to erect plant for softening water which the corporation are by this Act authorised to give or if the Company having been served with such notice fail to comply therewith but not otherwise then from and after the expiration of five years from Michaelmas Day one thousand eight hundred and ninety-six the maximum rates (B) and (C) herein-before prescribed shall be reduced as follows (that is to say):—

(D) The said maximum rate (B) of four and three quarters per centum per annum shall be reduced to four and a half per centum per annum ;

(E) The said maximum rate (C) of five per centum per annum shall be reduced to four and three-quarters per centum per annum :

(2) When the water charge or rate is chargeable on the rateable value of a part only of any premises entered in the valuation list or poor rate (such part not being separately assessed to the rate for the relief of the poor) such rateable value shall be a fairly apportioned part of the rateable value of the whole premises assessed as aforesaid the apportionment in case of dispute to be determined by two justices :

(3) For the purposes of this section the rateable value shall be the net rateable value as ascertained by the valuation list in force at the commencement of the quarter in which the water charge or rate accrues or if there is no such list in force by the last rate made for the relief of the poor :

(4) If any person requires the Company to supply him with water for domestic purposes by meter the Company shall not charge for water supplied to such person for domestic purposes by meter higher than at a rate not exceeding two shillings per thousand gallons.

**31.** The words “ and sixpence ” in section 57 of the Act of 1873 are hereby repealed.

Charges for water supplied to corporation for public purposes.

**32.** No regulations made by the Company after the passing of this Act under section 59 of the Act of 1873 shall take effect unless and until the same have been submitted to and confirmed by the Local Government Board and no such regulations shall be confirmed until after the expiration of one month after notice in writing to submit the same for confirmation together with a copy of the proposed regulations has been given to the Corporation who may

Regulations for preventing waste of water to be approved by Local Government Board.



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As to taking samples of water for analysis.

**33.** It shall be lawful for the medical officer of health and chief sanitary inspector of the borough or either of them at all reasonable times to enter upon the pumping and filtering stations and any other part of the waterworks of the Company and to take samples of water for the purpose of analysis and if the Company shall offer any obstruction to such medical officer or chief sanitary inspector taking such samples they shall be liable to a penalty not exceeding ten pounds.

Annual waterworks accounts to be sent to town clerk of borough.

**34.** Section 83 of the Waterworks Clauses Act 1847 incorporated with the Act of 1873 and this Act respectively shall for the purposes of such incorporation be read and have effect as if the words "the town clerk of the borough and" were therein inserted immediately before the words "the clerk of the peace."

Corporation may require softening of water from Wimborne pumping station.

**35.** If the corporation shall within five years from the passing of this Act give notice in writing to the Company at their principal office requiring them to soften the water derived from the Wimborne pumping station the Company within twelve months after receipt of such notice at their own expense shall provide and erect 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 shall thereafter maintain and use such plant and apparatus so as to soften such water as aforesaid :

Provided always that the notice aforesaid shall not be given by the corporation until the expiration of a period of twelve months from and after the time when the Company shall commence to supply water from the Wimborne pumping station to consumers or until the expiration of a period of four years from the passing of this Act whichever period shall first expire.

#### ADDITIONAL CAPITAL.

Company may raise additional capital.

**36.** The Company may apply to the purposes of this Act to which capital is properly applicable any moneys they are authorised to raise and which they do not require for the purposes for which such moneys were authorised to be raised and may (subject to the provisions of Part II. of the Companies Clauses Act 1863) for the purposes of this Act and for the general purposes of their undertaking from time to time raise any additional capital not exceeding in the whole three hundred thousand pounds by the creation and issue at their option of new ordinary shares or stock or new



preference shares or stock or wholly or partly by one or more of those modes which shares or stock shall for all purposes form part of the general capital of the Company.

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**37.** The Company shall not issue any share created under the authority of this Act of less nominal value than ten pounds nor shall any such share or any stock vest in the person accepting the same unless and until the full price of such share or stock including any premium obtained upon the sale thereof shall have been paid in respect thereof. Provided that it shall not be lawful for the Company to create and issue under the powers of this Act any greater nominal amount of capital than shall be sufficient to produce including any premiums which may be obtained on the sale thereof the sum of three hundred thousand pounds :

As to vesting of new shares or stock and conditions of issue.

Provided also that the Company shall not create and issue within the year following the passing of this Act any greater nominal amount of capital than shall be sufficient to produce in manner aforesaid fifty thousand pounds or within any subsequent year fifty thousand pounds.

**38.** If in any year or years the Company have not created and issued capital to the full amount herein-before prescribed in relation to such year or years they may in any subsequent year create and issue in addition to the amount prescribed for such year such a nominal amount of capital as shall be sufficient together with the amount then raised to produce in manner aforesaid fifty thousand pounds in respect of the year following the passing of this Act and fifty thousand pounds in respect of every subsequent year then expired.

If authorised capital for any year not raised the amount may be made up.

**39.** The Company shall not in any one year make out of their profits any larger dividend on the additional share capital to be raised under the powers of this Act than at the rate of seven pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as ordinary capital or six pounds in respect of every one hundred pounds actually paid up of such capital as may be issued as preference capital.

Limit of dividend on new capital.

**40.** Section 9 of the Act of 1878 is hereby repealed.

The holders of the various classes of ordinary shares or stock in the capital of the Company created under the Bournemouth Gas and Water Acts 1873 to 1896 shall up to and until the respective standard or maximum rates of dividend prescribed by those Acts on such respective shares or stock have been reached be entitled to receive dividends at the same rates per centum per annum.

Dividends on different classes of ordinary shares or stock.

A.D. 1896.

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

**41.** Notwithstanding anything in this Act contained the Company shall when any shares or stock created under the powers of this Act are to be issued and before offering the same to the holder of any other shares or stock in the Company and whether the ordinary shares or ordinary stock of the Company are or is at a premium or not offer the same for sale by public auction or by tender in such manner at such times and subject to such conditions of sale as the Company shall from time to time determine Provided that at any such sale no single lot shall comprise more than one hundred pounds nominal value of shares or stock and that the reserved price put upon such shares or stock shall not except as herein-after provided by the section of this Act the marginal note whereof is "Shares or stock" "not sold by auction or by tender to be offered to shareholders" be less than the nominal amount thereof and notice of the amount of such reserved price shall be sent by the Company in a sealed letter to the Board of Trade not less than twenty-four hours before the day of auction or the last day for the reception of tenders as the case may be and such letter may be opened after such day of auction or last day for the reception of tenders and not sooner and provided that no priority of tender shall be allowed to any holder of shares or stock in the Company except that if any bidding or offer by tender of any holder or holders of shares or stock be the same in amount as any bid or offer made by any other person the bidding or offer of such holder or holders of shares or stock shall be accepted in preference.

Purchase  
money of  
capital sold to  
be paid within  
three months.

**42.** It shall be one of the conditions of any sale of shares or stock under this Act that the full price including any premium given by any purchaser at such sale shall be paid to the Company within three months after such sale.

Notice to be  
given as to  
sale &c. of  
shares or  
stock.

**43.** The intention to sell any such shares or stock by auction or by tender shall be communicated in writing to the secretary of the Committee of the London Stock Exchange and to the town clerk of the borough 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 notice of such intention shall be duly advertised once in each of two consecutive weeks in one or more local newspapers circulating within the borough.

Shares or  
stock not  
sold by  
auction or  
by tender  
to be  
offered to  
shareholders.

**44.** When any shares or stock created under the powers of this Act have been offered for sale by auction or by tender and not sold the same shall be offered at the reserved price put upon the same respectively for the purpose of sale by auction or by tender to the holders of ordinary shares or ordinary stock of the Company in



manner provided by the Companies Clauses Act 1863 Provided A.D. 1896.  
always that any shares or stock so offered and not accepted within  
the time prescribed by the said Act shall again be offered for sale  
by public auction or by tender in the manner and subject to the  
provisions of this Act with respect to the sale of shares and stock  
created under the powers of this Act but at a lower reserved price  
than the price put upon the same at the preceding offer thereof for  
sale by auction or tender and the reserve put upon such shares or  
stock may upon such second auction or tender if the directors of  
the Company think fit be less than the nominal amount thereof and  
any shares or stock not then sold shall be again offered to the holders  
of ordinary shares or ordinary stock at the last-mentioned reserved  
price and so from time to time until the whole of such shares or  
stock is sold.

**45.** Any sum of money which shall arise from the issue of any Application  
of premium  
arising on  
issue of  
shares or  
stock.  
such shares or stock by way of premium after deducting therefrom  
the expenses of and incident to such issue shall not be considered as  
profits of the Company but shall be expended in extending or  
improving the works of the Company or in paying off money  
borrowed or owing on mortgage by the Company and shall not be  
considered as part of the capital of the Company entitled to dividend  
Provided that the power to raise money by borrowing by this Act  
conferred being proportionate to the paid-up capital the premium  
received from the sale of shares or stock by auction or by tender as  
herein-before provided shall for the purpose of determining the limit  
of such power be reckoned as part of the paid-up capital.

**46.** The Company may from time to time subject to the provisions Power to  
borrow in  
respect of  
new capital.  
of this Act borrow on mortgage of their undertaking any sum or  
sums not exceeding in the whole one fourth part of the amount of  
the additional capital by this Act authorised to be raised and at the  
time actually issued by shares or stock but no part thereof shall be  
borrowed until the whole of the shares or stock at the time issued  
together with the premium (if any) realised on the sale thereof shall  
have been fully 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 such shares and  
stock and premium (if any) have been issued and fully paid up and  
upon production to such justice of the books of the Company  
and of such other evidence as he shall think sufficient he shall  
grant a certificate that the proof aforesaid has been given which  
certificate shall be sufficient evidence thereof.

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Priority of  
existing  
mortgages.

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

Debenture  
stock.

48. The Company in lieu of raising money on mortgage under this Act may 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 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 of Parliament 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.

Rate of  
interest on  
mortgages  
and debenture  
stock.

49. The rate of interest payable upon moneys to be borrowed on mortgage and upon debenture stock to be created by the Company under the powers of this Act shall not exceed four per centum per annum and notwithstanding anything in the Acts of 1873 and 1878 or either of those Acts the Company shall not renew any existing mortgage of the Company at a higher rate of interest than four per centum per annum.

Mortgages  
and debenture  
stock  
to be offered  
by auction  
or tender.

50. If the Company shall offer for sale by auction or by tender any mortgages to be granted or debenture stock to be created and issued under the powers of this Act the following provisions shall have effect with respect thereto:—

- (1) The Company shall offer such mortgages or debenture stock for sale by auction or by tender in such manner at such times and subject to such conditions of sale as the directors shall determine. Provided that at any such sale no single lot shall comprise more than one hundred pounds of the nominal amount of such mortgages or debenture stock and the reserve price put upon such mortgages or debenture stock shall not be less than the nominal amount thereof and notice of the amount of such reserve price shall be sent by the Company in a sealed



letter to the Board of Trade not less than twenty-four hours before the day of auction or the last day for the reception of tenders as the case may be and such letter may be opened after such day of auction or last day for the reception of tenders and not sooner and provided that no priority of tender shall be allowed to any holder of shares or stock in the Company except that if any bidding or offer by tender of any holder or holders of shares or stock be the same in amount as any bidding or offer made by any other person the bidding or offer of such holder or holders of shares or stock shall be accepted in preference :

- (2) It shall be one of the conditions of every such sale of mortgages or debenture stock that the whole nominal amount thereof together with any premiums given by any purchaser at such sale in respect thereof shall be paid to the Company at the times or time to be named in the conditions under which the same shall be offered but so that the whole of such nominal amount and premium shall be payable not later than three months from the time of sale :
- (3) The intention to sell as aforesaid any mortgages or debenture stock by auction or by tender shall be communicated by the Company in writing to the secretary of the Committee of the London Stock Exchange and to the town clerk of the borough at least seven days before the day of auction or the last day for the reception of tenders as the case may be and notice of such intention shall be advertised by the Company once in each of two consecutive weeks in one or more local newspapers circulating within the borough :
- (4) When any mortgages or debenture stock have been offered for sale as aforesaid by auction or by tender and not sold the same may again be offered for sale by auction or by tender in manner by this section provided for the sale of such mortgages or debenture stock but at a lower reserved price than the price put upon the same at the preceding offer thereof for sale by auction or tender and the reserve put upon such mortgages or debenture stock may upon such second auction or tender if the directors of the Company think fit be less than the nominal amount thereof and any mortgages or debenture stock not then sold may be offered to the holders of ordinary shares or ordinary stock of the Company at the reserved price put upon the same respectively for the purpose of such second auction and so from time to time until the whole of such mortgages or debenture stock be sold.

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Application  
of moneys.

**51.** All moneys raised under this Act whether by shares stock mortgages or debenture stock shall be applied to the general purposes of the Company being in all cases purposes to which capital is properly applicable.

## GENERAL.

Power to  
supply gas  
or water in  
bulk.

**52.** The Company may from time to time contract with any urban or rural district council local authority company corporation public body officers or persons whether within or beyond the Company's limits of supply (but as to any such company corporation public body officers or persons beyond the Company's limits of supply only with the consent in writing of the local authority of and of any company authorised by special Act or Provisional Order confirmed by Parliament to supply gas or water as the case may be within the district within which the supply is to be given) for the supply to them respectively of gas or water in bulk upon such terms and conditions and for such periods not exceeding in any case seven years from the making of the contract as shall be agreed upon and (subject as aforesaid) may from time to time by mutual consent vary suspend or rescind any such contract or arrangement or enter into or carry into effect other contracts or arrangements in lieu thereof or in addition thereto Provided that nothing in this section contained shall be deemed to authorise the company to supply gas in bulk within the parish of Wimborne Minster or within the limits of supply of the Christchurch Gas Company.

As to  
depths of  
service  
mains  
within the  
borough.

**53.** Every new main pipe conduit or service pipe (all of which are in this section included in and referred to by the expression "main") laid by the Company in any street within the borough after the passing of this Act shall be so laid that unless with the consent in writing of the corporation (which consent may be signified under the hand of the town clerk or of the surveyor for the time being of the borough) the upper surface of every part of such main shall be if a gas main at least two feet six inches and if a water main at least three feet below the surface of such street.

Corporation  
may charge  
for superin-  
tendence by  
borough  
surveyor  
of works of  
Company.

**54.** If the corporation employ the surveyor of the borough for the purpose of exercising on their behalf the superintendence of any works provided for by section 3 of the Act of 1873 and upon the completion of such works such surveyor shall certify to the Company in writing that the same have been done to his satisfaction thereupon the Company shall pay to the corporation instead of to such surveyor a reasonable sum in respect of such superintendence.



**55.** Section 75 of the Act of 1873 shall be read and have effect as if the following proviso were added thereto at the end thereof:—

“ Provided that if the Company and the consumer differ as to the quantity consumed such difference shall on the application of either party be determined by an arbitrator to be mutually agreed upon by the parties or in default of agreement within seven days after notice in writing by one of the parties to the other thereof to concur in the appointment of an arbitrator named in such notice then by an arbitrator to be appointed on the application of either party by the Board of Trade.”

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For settling  
differences  
as to  
registers of  
meters.

**56.** The Company may from time to time on any land for the time being belonging or leased to them erect fit up maintain and let dwellings for persons in their employ.

Dwellings  
for officers  
&c.

**57.** The powers by this Act conferred upon the Company for the compulsory purchase of lands shall cease after the expiration of three years from the passing of this Act.

Period for com-  
pulsory purchase  
of lands for  
gasworks and  
waterworks.

**58.** The Company may from time to time for the purposes of their undertaking acquire by agreement in addition to lands which they are already authorised to hold or which they may take under the powers of this Act any lands not exceeding in the whole thirty acres or any easement right or privilege therein thereunder or there-over (not being an easement right or privilege of water in which other than the parties to the agreement have an interest) but the Company shall not create or permit a nuisance on any such lands and shall not erect any buildings thereon other than offices and dwellings for persons in their employ and such buildings and works as may be incident to or connected with their undertaking and no lands shall be used by the Company for the purposes of manufacturing gas or manufacturing or converting residual products except the lands described in the schedules to the Acts of 1873 and 1878 or in Part I or Part II (A) and (B) of the Third Schedule to this Act and the Company shall not store gas upon any lands within the borough or within three hundred yards of the boundary of the borough except lands described in the schedules to the Acts of 1873 and 1878 or in the Third Schedule to this Act without the previous consent in writing of the corporation.

Power to  
acquire  
additional  
lands by  
agreement.

**59.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water

Power to  
take ease-  
ments &c. by  
agreement.

A.D. 1896. in which other than the parties to the agreements have an interest) required for the purposes of this Act in over or affecting any such lands 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 and to such easements rights and privileges as aforesaid respectively.

Sale &c. of  
superfluous  
lands.

**60.** The Company may subject to the provisions of the Lands Clauses Acts with respect to the sale of superfluous lands so far as such provisions are in each case applicable from time to time sell lease or otherwise dispose of in such manner and to such persons as the Company think fit any lands houses or other property for the time being belonging to the Company which they do not require for the purposes of their undertaking and in any such sale or lease the Company may reserve to themselves all or any water or water rights or other easements belonging to the lands sold or leased and may make the sale or lease for such consideration and subject to such reservations conditions restrictions or provisions and generally upon such terms and conditions as the Company think fit.

Prescribed  
period for  
sale of lands  
acquired by  
compulsion  
for gasworks  
purposes.

**61.** In the case of lands acquired by the Company by compulsion for the gasworks purposes of their undertaking the prescribed period within the meaning of section 127 of the Lands Clauses Consolidation Act 1845 shall be ten years from the passing of this Act.

For the  
protection of  
the London  
and South  
Western  
Railway  
Company.

**62.** For the protection of the London and South Western Railway Company (in this section called "the South Western Company") the several provisions of this section shall have full effect with reference to the intended works of the Company:—

- (1) Before commencing any works by this Act authorised within fifteen yards of the railway works or property of the South Western Company the Company shall deliver to the South Western Company plans sections and drawings of the works proposed to be executed with specifications in writing describing the proposed manner of executing the same and if at the expiration of twenty-one days from such delivery the plans sections drawings and specifications shall not be approved by the engineer of the South Western Company (herein-after referred to as "the South Western engineer") there shall be deemed to be a difference and such difference shall unless otherwise agreed be settled in manner herein-after provided:
- (2) In the event of the plans sections drawings and specifications being approved by the South Western engineer the said works shall be executed and for the purposes of this section the



maintenance and repair hereafter (except in case of emergency) shall be considered as included in the requirements as to execution of the said works in accordance therewith and under the superintendence and to the reasonable satisfaction of the South Western engineer :

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(3) If any difference shall arise between the South Western Company and the Company concerning the plans sections drawings or specifications or concerning the execution of the said works every such difference shall (unless otherwise agreed on) be settled by an umpire to be appointed by the South Western Company and the Company or if they cannot agree upon an umpire then by an umpire to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party :

(4) The said works shall be so executed and maintained that the traffic upon the railways stations and properties of the South Western Company shall not be impeded or interfered with and if from any cause the said works shall fall into such condition as to damage or injure any of the railways or works or property or endanger the traffic to from or thereon or impede or interfere with the use thereof the South Western Company may repair or in the case of abandonment remove the said works and may from time to time recover on demand from the Company all reasonable costs and expenses from time to time incurred by the South Western Company in or about such repair or removal :

(5) The South Western Company may if they deem fit employ watchmen or inspectors and others to watch or inspect and to light the works during the construction repair renewal or removal in under over or upon any railway work or property belonging to them or within fifteen yards thereof and the wages of such watchmen or inspectors and others and the cost of such lighting shall be borne by the Company.

**63.** The Company shall not under the powers of this Act purchase or acquire ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

Restriction  
on taking  
houses of  
labouring  
class.

For the purposes of this section the expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages

A.D. 1896. but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

Number of directors.

**64.** Section 27 of the Act of 1878 is hereby repealed.

The number of directors of the Company shall be four but the Company may from time to time alter the number so that the number be not more than five nor less than three.

Office for service of notices of discontinuance of supplies.

**65.** The principal office for the time being of the Company at which under section 81 of the Act of 1873 notices to the Company from consumers for the discontinuance of supplies must in order to be effectual be left shall be the principal office within the borough for the time being of the Company.

As to disqualifications of justices.

**66.** The words "or of his being a shareholder of the Company" in section 82 of the Act of 1873 are hereby repealed.

Representation of the Company in bankruptcy &c.

**67.** In proceedings under any bankruptcy or deed of composition or arrangement or liquidation by arrangement with creditors the secretary of the Company or any person appointed in that behalf by writing under the hands of two directors may represent the Company and shall be competent to act for the Company and his acts and omissions shall bind the Company in all respects.

Repeal of section 44 of Act of 1873.

**68.** Whereas the enactment of section 33 of the Act of 1878 has rendered the provisions of section 44 of the Act of 1873 superfluous the last-mentioned section is hereby repealed.

Powers as to electricity.

**69.** The Company if they think fit may under the provisions of the Electric Lighting Acts 1882 and 1888 or any other Act for the time being in force with respect to the supply of electricity make application for a Provisional Order or licence to produce and supply electricity for public and private purposes and may apply their funds for the purpose of such application.

Costs of Act.

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



The SCHEDULES referred to in the foregoing Act.

A.D. 1896.

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THE FIRST SCHEDULE.

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PART I.

DESCRIPTION OF IMAGINARY LINE INCLUDING ALTERED LIMITS OF GAS  
SUPPLY.

An imaginary line commencing at a point on the foreshore distant 14 chains or thereabouts to the east of the entrance to Canford Cliffs Chine and distant 38 chains or thereabouts in a south-westerly direction from the west of the entrance to Branksome Chine and passing inland in a straight line to the junction of Ravine Road and Spencer Road thence continuing in a northerly direction for a distance of 3 chains or thereabouts thence in a westerly direction in a straight line to the centre of Canford Cliffs Road thence in a northerly direction following the centre of the said Canford Cliffs Road as far as the Poole Road thence in a north-easterly direction to the junction of the Poole Road and Ashley Road thence in a westerly direction along the southern side of Ashley Road for a distance of 5 chains or thereabouts to the west of Layton Road West thence in a northerly direction in a straight line to a point situated 9 chains or thereabouts south-east of the extreme north of a road called Albert Road in the village of Rossmore thence in a northerly direction for a distance of 24 chains or thereabouts thence in a straight line in a north-westerly direction to the main road from Poole to Ringwood at a point distant 29 chains or thereabouts south of the junction of the last-mentioned road with the road leading out of the last-mentioned road to Wallis Down thence crossing the said main road and continuing in the same direction for a distance of 44 chains or thereabouts and thence in a straight line in a more westerly direction to a point distant 1 chain or thereabouts east of the point of junction of the main road leading from Poole to Wimborne with a road branching out of the last-mentioned road leading to Canford and called Canford Lane thence in a straight line in a northerly direction parallel with the said Poole and Wimborne main road on the east side of and distant 1 chain from the said road for a distance of 37 chains or thereabouts to a point 1 chain east of the north-east corner of a brickyard in the parish of Canford Magna in the occupation of John Albert Chitchen thence in a straight line in a westerly direction crossing the said Poole and Wimborne main road across and through a wood called Delph Wood for a distance of 37 chains or thereabouts to the main line of the London and South Western Railway Company in the said parish thence still in a straight line crossing the said line of railway and continuing in a westerly direction for a distance of 20 chains or thereabouts to the Somerset and Dorset Railway in the said parish thence crossing the



A.D. 1896. last-mentioned railway and continuing in a westerly direction to the point of junction of the Poole and Blandford main road with the old Roman road on the boundary of the said parish thence in a northerly direction first in a straight and afterwards in an irregular line following the boundary of the said parish until the River Stour is reached thence along the northern bank of the River Stour to the extreme east of the London and South Western Railway Company's premises thence in a northerly direction following the Railway Company's fence to the Leigh Road thence along the southern side of the Leigh Road in an easterly direction for a distance of 23 chains or thereabouts thence in a northerly direction along the eastern side of the road which crosses Leigh Common as far as the railway thence along the southern boundary of the railway in an easterly direction for a distance of 26 chains or thereabouts 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 thence along the northern side of 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 near the village of Throop and distant six chains or thereabouts in an easterly direction from the Throop Mill thence in a straight line in a southerly direction across the River Stour to the road leading from Throop to Iford thence in a south-easterly direction along the said road leading from Throop to Iford as far as the point where that road crosses the Holdenhurst Road thence in a straight line in a south-easterly direction passing south of the artillery barracks to a point on the South Western Railway Company's line distant seven chains or thereabouts to the east of a point in the centre of the River Stour immediately beneath the bridge carrying the aforesaid railway line over the said river thence in a southerly direction in a straight line to a point distant 20 chains or thereabouts measured in a south-easterly direction from the pierhead of Southbourne Pier thence in a westerly direction parallel with the coast at a distance of 20 chains or thereabouts from the high water mark of ordinary tides as far as a point opposite the starting point in this description to which point the said imaginary line returns in a northerly direction.

## PART II.

### DESCRIPTION OF IMAGINARY LINE INCLUDING ALTERED LIMITS OF WATER SUPPLY.

An imaginary line commencing at a point on the foreshore distant 14 chains or thereabouts to the east of the entrance to Canford Cliffs Chine and distant 38 chains or thereabouts in a south-westerly direction from the west of the entrance to Branksome Chine and passing inland in a straight line to the junction of Ravine Road and Spencer Road thence continuing in a northerly direction for a distance of 3 chains or thereabouts thence in a westerly direction



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in a straight line to the centre of Canford Cliffs Road thence in a northerly direction following the centre of the said Canford Cliffs Road as far as the Poole Road thence crossing the Poole Road and through the centre of Beecher Road to the junction of Beecher Road and Ashley Road thence in a westerly direction along the southern side of Ashley Road for a distance of 5 chains or thereabouts to the west side of Layton Road West thence in a northerly direction in a straight line to a point in Rossmore Road situated 9 chains or thereabouts south-east of the extreme north of a road called Albert Road in the village of Rossmore thence in a westerly direction for a distance of 9 chains or thereabouts to the north end of Albert Road thence in a northerly direction for a distance of 24 chains or thereabouts thence in a straight line in a north-westerly direction to the main road from Poole to Ringwood at a point distant 29 chains or thereabouts south of the junction of the last-mentioned road with the road leading out of the last-mentioned road to Wallis Down thence crossing the said main road and continuing in the same direction for a distance of 44 chains or thereabouts and thence in a straight line in a more westerly direction to a point distant 1 chain or thereabouts east of the point of junction of the main road leading from Poole to Wimborne with a road branching out of the last-mentioned road leading to Canford and called Canford Lane thence in a straight line in a northerly direction parallel with the said Poole and Wimborne main road on the east side of and distant 1 chain from the said road for a distance of 37 chains or thereabouts to a point 1 chain east of the north-east corner of a brickyard in the parish of Canford Magna in the occupation of John Albert Chinchin thence in a straight line in a westerly direction crossing the said Poole and Wimborne main road across and through a wood called Delph Wood for a distance of 37 chains or thereabouts to the main line of the London and South Western Railway Company in the said parish thence still in a straight line crossing the said line of railway and continuing in a westerly direction for a distance of 20 chains or thereabouts to the Somerset and Dorset Railway in the said parish thence crossing the last-mentioned railway and continuing in a westerly direction to the point of junction of the Poole and Blandford main road with the old Roman road on the boundary of the said parish thence in a northerly direction first in a straight and afterwards in an irregular line following the boundary of the said parish until the River Stour is reached thence in a south-easterly direction along the said parish boundary to the southern extremity of the land numbered 327 on the tithe map of the parish of Wimborne Minster thence along the southern fence of the lands numbered 327 328 331 280 and 344 on the tithe map aforesaid to the bend in the River Allen and continuing along the northern bank of the River Allen in an easterly and southerly direction to the River Stour thence along the northern bank of the River Stour to the extreme east of the London and South Western Railway Company's premises thence in a northerly direction following the railway company's fence to the Leigh Road thence along the southern side of the Leigh Road in an easterly direction for a distance of 23 chains or thereabouts thence in a northerly direction along the eastern side of the road which crosses Leigh Common as far as the railway thence along the southern boundary of the railway in an easterly direction for a distance of 26 chains or thereabouts thence in an easterly direction running parallel with the main road from Wimborne to Longham on the north

A.D. 1896. 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 thence along the northern side of 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 near the village of Throop and distant 6 chains or thereabouts in an easterly direction from the Throop Mill thence in a straight line in a southerly direction across the River Stour to the road leading from Throop to Iford thence following the main road to Christchurch through Throop village in a south-easterly direction as far as the cross road to Holdenhurst 1 mile 10 chains or thereabouts from Throop Mill thence in south-westerly direction along the Holdenhurst road to the boundary of the borough of Bournemouth thence following the boundary of the said borough of Bournemouth in a south-easterly direction to the boundary of the parish of Pokesdown thence following the boundary of the parish of Pokesdown in an easterly direction and continuing along that boundary first in a south-easterly direction then in a south-westerly direction then in a south-easterly direction and then in a southerly direction until it reaches the foreshore at the southern end of Fisherman's Road thence in a southerly direction for a distance of 20 chains thence in a westerly direction parallel with the coast at a distance of 20 chains or thereabouts from the high-water mark of ordinary tides as far as a point opposite the starting point in this description to which point the said imaginary line returns in a northerly direction.

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## THE SECOND SCHEDULE.

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### COPY OF AGREEMENT BETWEEN THE COMPANY AND THE WEST HAMPSHIRE COMPANY.

AN AGREEMENT made the twenty-second day of November one thousand eight hundred and ninety-five between the Bournemouth Gas and Water Company incorporated by an Act of Parliament made and passed in the session of Parliament held in the thirty-sixth and thirty-seventh years of the reign of Her present Majesty intituled the Bournemouth Gas and Water Act 1873 (herein-after called "the Bournemouth Company") of the one part and the West Hampshire Water Company incorporated by an Act of Parliament made and passed in the session of Parliament held in the fifty-sixth and fifty-seventh years of Her present Majesty intituled the West Hampshire Water Act 1893 (herein-after called "the West Hampshire Company") of the other part Whereas by the said Bournemouth Gas and Water Act 1873 there was included within the limits which the Bournemouth Company was thereby empowered to supply with water the parishes of Christchurch and Holdenhurst in the county of Hants And whereas by the said West Hampshire Water Act 1893 there was included within the limits which the West Hampshire Company was thereby



empowered to supply with water the same parishes of Christchurch and Holdenhurst And whereas in furtherance of the powers conferred upon it by the said Bournemouth Gas and Water Act 1873 as amended and extended by the Bournemouth Gas and Water Act 1878 the Bournemouth Company has extended its pipes for the supply of water into portions of the said parishes of Christchurch and Holdenhurst and the West Hampshire Company proposes in furtherance of the powers conferred upon it by the said West Hampshire Water Act 1893 forthwith to extend its system into the portions of the said parishes now served by the Bournemouth Company as aforesaid And whereas both of the said companies having regard to the extensive area and the large populations comprised and resident in their respective limits of supply believe that it will be for their mutual advantage as well as for the public benefit that there should be reserved for the exclusive supply by one Company rather than for the joint supply by both the respective areas of the said parishes herein-before mentioned And whereas the said water areas which may thus with advantage be left exclusively within the district of one or other of the said Companies are shown by a red line drawn upon the plan hereto annexed And whereas the Bournemouth Company has agreed to sell and the West Hampshire Company has agreed to purchase conditionally as herein-after mentioned the pipes of the Bournemouth Company already laid within the limits of the West Hampshire Company as now proposed to be restricted as shown by the said plan and also the pumping station of the Bournemouth Company situate at Tuckton in the said parish of Christchurch as herein-after more particularly described all upon the terms and conditions herein-after contained:

Now therefore it is hereby agreed conditionally as herein-after mentioned by and between the parties hereto as follows:—

1. There shall be left exclusively within the water limits of the Bournemouth Company all that part of the authorised area of supply of the West Hampshire Company situate to the west or south of the red line drawn upon the plan annexed to these presents and there shall be left exclusively within the water limits of the West Hampshire Company all that part of the authorised area of water supply of the Bournemouth Company situate to the east or north of the said red line and neither Company shall after these presents become absolute as herein-after mentioned encroach upon the limits of the other Company as defined by this agreement notwithstanding any power in any of the said Acts of Parliament enabling such Company so to do.
2. The Bournemouth Company shall sell and the West Hampshire Company shall purchase all the mains and pipes of the Bournemouth Company within the limits of the West Hampshire Company as defined by these presents at the rate of one shilling per inch diameter for each yard run such price to include all pits valves branches and special castings in mains appertaining to the mains and pipes by this clause agreed to be sold.
3. The Bournemouth Company also agrees to sell and the West Hampshire Company agrees to purchase for the sum one thousand five hundred pounds the inheritance in fee simple in possession free from incumbrances of all that the dwelling-house stables engine-house and other buildings

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- whatsoever and premises known as the Tuckton pumping station together with the piece or parcel of land surrounding the same called Broom plot and containing one acre and three perches more or less situate at Tuckton in the said parish of Christchurch and county of Southampton and numbered 2959 on the Tithe map and apportionment of that parish together with the fixed plant and fixed machinery utensils and tools on such works belonging to the Bournemouth Company.
4. The West Hampshire Company shall pay the purchase money for the premises specified in the second clause hereof and for the hereditaments and premises in the last preceding clause mentioned to the Bournemouth Company or as it shall direct within six months after this agreement shall become absolute as herein-after mentioned at the office of Messrs. Davidson and Morriss 40 and 42 Queen Victoria Street in the City of London the solicitors for the Bournemouth Company at which place the purchase shall be completed.
  5. The West Hampshire Company shall be let into possession or receipt of the rents of the premises (such premises including machinery &c. having up to such giving over been maintained by the Bournemouth Company in good working order and condition up to the date herein-before fixed for completion or the actual date of completion whichever shall be the earlier) upon the actual completion of the purchase up to which time all outgoings will be discharged by the Bournemouth Company the rents and outgoings being if necessary apportioned for this purpose. If from any cause whatever other than the wilful default of the Bournemouth Company the purchase shall not be completed within the time aforesaid the West Hampshire Company shall pay to the Bournemouth Company interest on the amount of the said purchase money at the rate of four per cent. per annum from the day upon which in accordance with these presents the purchase ought to have been completed until the actual completion of the purchase.
  6. The Bournemouth Company shall if required within one month from the date hereof send by post to Messrs. Druitt and Druitt High Street Christchurch the solicitors of the West Hampshire Company an abstract of their title to the freehold premises described in clause 3 hereof commencing with the conveyance on sale thereof to the Bournemouth Company dated the twelfth of January one thousand eight hundred and seventy-five and made between John Sloman of the one part and the Bournemouth Company of the other part and the West Hampshire Company shall not require the production of or investigate or make any requisition or objection in respect of the prior title whether the same shall appear to be in the possession or power of the Bournemouth Company or not.
  7. Within ten days after the delivery of the abstract the West Hampshire Company shall furnish to the solicitors of the Bournemouth Company a statement in writing of their requisitions and objections arising on the abstract and this agreement and every requisition or objection not so stated shall be considered as waived and if no requisition or objection is so stated the title shall be considered as accepted and in these respects time shall be deemed of the essence of the contract.



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8. The obligations of the parties hereto other than those contained in the two last preceding clauses are conditional on the passing of such Act or Acts of Parliament as may be necessary to enable the parties hereto to enter into and carry out this agreement and if the said parties or either of them be not so enabled in the session of 1896 or the then next ordinary session of Parliament either of the said parties hereto may by notice in writing to the other at any time thereafter before they are both so enabled determine all further operation of this agreement.

And it is hereby agreed as follows:—

9. Both of the parties hereto shall use their best endeavours to obtain parliamentary sanction to these presents as now framed but in the event of its being necessary for the purpose of obtaining parliamentary sanction as aforesaid to make any alteration in the terms hereof the parties hereto shall be bound by such alterations as Parliament may think fit to make provided that if any alteration shall be made which in the opinion of R. D. M. Littler Q.C. whom failing of George Parker Bidder Q.C. whom failing of an arbitrator appointed pursuant to the Arbitration Act 1889 shall be material either Company may rescind this agreement within \_\_\_\_\_ months after notice of such alteration:

Provided nevertheless that it shall be incumbent on the Bournemouth Company at their own expense to make the application to Parliament and to support the same before the Committees of either House and to do all other things necessary to obtain the sanction of Parliament to the carrying out of this agreement and that the said West Hampshire Company shall not be bound to do more than support at their own expense such application by petition.

In witness whereof the Bournemouth Company and the West Hampshire Company have caused their respective common seals to be hereunto affixed the day and year first above written.

The common seal of the West Hampshire Water Company was hereunto affixed in the presence of  
SAML. BEMISTER Chairman.

SAMBROOKE NEWLYN Secretary.



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## THE THIRD SCHEDULE.

### GAS LANDS.

#### PART I.

#### LANDS NOW BELONGING OR REPUTED TO BELONG TO THE COMPANY.

A piece of land in the parish of Branksome formerly Kinson containing thirteen acres or thereabouts belonging to the Company and now occupied by the Bourne Valley Gasworks of the Company which piece of land includes the

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## PART II.

## LANDS PROPOSED TO BE ACQUIRED BY THE COMPANY.

(A) A piece of land in the parish of Branksome formerly Kinson containing four acres or thereabouts belonging or reputed to belong to Elizabeth Durrant and Walter Overbury and bounded on the south-western side thereof by the said gasworks on the northern side thereof by lands belonging or reputed to belong to the Right Honourable Ivor Bertie Lord Wimborne on the south-eastern side thereof by the gardens of cottages in Gasworks Road and on the north-eastern side thereof partly by an occupation road and partly by other lands belonging or reputed to belong to Elizabeth Durrant and Walter Overbury which piece of land forms a portion of the field numbered 1124 on the  $\frac{1}{2500}$  Ordnance map of the parish of Kinson.

(B) A piece of land in the parish of Branksome formerly Kinson containing half an acre or thereabouts belonging or reputed to belong to Elizabeth Durrant and Walter Overbury and bounded on the north-eastern side thereof by the said gasworks on the north-western and south-western sides thereof by lands belonging or reputed to belong to the said Elizabeth Durrant and Walter Overbury and on the south-eastern side thereof by lands belonging or reputed to belong to Messrs. Goddard Massey and Warner.

(C) A rectangular piece of land in the parish of Bournemouth formerly Holdenhurst measuring five hundred feet or thereabouts in length and two hundred feet or thereabouts in width belonging or reputed to belong to James Edward Cooper Dean forming part of the field numbered 556 on the  $\frac{1}{2500}$  Ordnance map of the parish of Holdenhurst and bounded on the south-western side thereof by Poors Common on the north-western side thereof in part by the wood numbered 710 on said map and in part by the field numbered 554 on the said map and on the north-eastern and south-eastern sides thereof by the remaining portion of the said field numbered 556 together with an occupation road or strip of land forming part of the said field numbered 554 and extending from the said rectangular piece of land to and into the Holdenhurst Road and bounded on the south-western side thereof by the said wood numbered 710.

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 THE FOURTH SCHEDULE.
 

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 COPY OF MEMORANDUM OF AGREEMENT BETWEEN THE COMPANY AND  
 THE WIMBORNE MINSTER WATERWORKS COMPANY LIMITED.

MEMORANDUM OF AGREEMENT made this third day of January 1896 between the Bournemouth Gas and Water Company of 90 Cannon Street London E.C. of the one part herein-after called "the Bournemouth Company" and the Wimborne Minster Waterworks Company Limited of The Chantry



Wimborne in the county of Dorset of the second part herein-after called "the Wimborne Company" Whereas the said Wimborne Company by an Act of Parliament 51 and 52 Vict. chap. 108 known as the Wimborne Minster Water Order 1888 were endowed with certain privileges and powers to supply water within a given area mentioned in the said Order And whereas the said Company have from that time forth in pursuance of the said Act carried out various works and supplied the aforesaid area with water and enjoyed the privileges created by the said Act without interruption And whereas the said Bournemouth Company having agreed when other circumstances permit to purchase certain lands and carry out certain works outside the area of supply of the said Wimborne Company but within a short distance of such area and have sunk an experimental trial boring with the intention of sinking wells and procuring a water supply for the borough of Bournemouth in the counties of Hants and Dorset And whereas the said Bournemouth Company have intimated their intention to apply to Parliament for an Act to grant them certain powers and privileges amongst which is a power to pass through the district or area of supply of the Wimborne Company in laying their mains And the said Bournemouth Company being desirous of the support and non-opposition of the said Wimborne Company in procuring such Act of Parliament Now the said Wimborne Company having regard to the damage that may accrue to them should their source of supply of water be drawn from or be in any way whatever diminished and the inconvenience and danger to the public which would arise under such conditions and the obligations they are under to supply water to the said area And further that the sinking of wells by the said Bournemouth Company as aforesaid may in the opinion of the said Wimborne Company affect their supply consider that some provisions should be made whereby the supply of water to the area of the said Wimborne Company should be secured for the future Now the said Bournemouth Company having considered the objections and allegations of the Wimborne Company and being desirous of removing all fear that the supply to the said Wimborne Company should be affected prejudicially by their operations have agreed to certain terms and conditions as hereafter follows such terms and conditions to be carried into effect within two months after the said Wimborne Company have given notice that they require such terms and conditions to be fulfilled and after the Bournemouth Company have completed their works at Wimborne and have the same in operation supplying water to Bournemouth The said Wimborne Company hereby agree in consideration of the protection such terms give them that they will not oppose the granting of such proposed Act of Parliament.

#### TERMS BEFORE MENTIONED.

The said Bournemouth Company or their successors so soon as the new well at Walford is completed pumping machinery and plant erected and the requisite mains laid and brought into operation shall whenever called upon by the Wimborne Company or their successors within two months from the date of such notice as before mentioned supply and deliver water into the Wimborne Company's rising main leading to the existing high level reservoir or to any reservoir to be hereafter erected by the Wimborne Company or their successors within 100 yards of the present high level reservoir at a height not to exceed

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40 feet above the floor of existing reservoir such water to be supplied as pumped from the Walford Station of the Bournemouth Company in any quantity not to exceed 70,000 gallons per diem at the price of 10% per million gallons. Such obligation to supply shall not continue in the event of the Bournemouth Company ceasing through any accidental or other cause to pump water from the Walford Station for the supply of Bournemouth. Provided nevertheless that if the Bournemouth Company have in contemplation the intention to cease pumping water from Walford for other reasons or purposes than to meet cases of accident one month's notice of such intention shall be given to the Wimborne Company.

The cost of the necessary registering meters and connexions of mains for this purpose together with all rents wayleaves fines &c. in connexion therewith or involved in such supply of water shall be defrayed by the Wimborne Company. In witness whereof

The seal of the Wimborne Minster Waterworks Company Limited was affixed on the 18th day of January 1896 in the presence of

WALTER WYKESMITH

Chairman.

and

WALTER J. FLETCHER

Secretary.



Seal.

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