

**CHAPTER xxxi.**

An Act to authorise the Gosport Waterworks Company to construct additional works to authorise the transfer to the Company of part of the water undertaking of the mayor aldermen and burgesses of the borough of Southampton to extend the limits of supply of the Company to confer upon the Company further capital and borrowing powers and for other purposes.  
[10th July 1940.]

**W**HEREAS the Gosport Waterworks Company (hereinafter referred to as "the Company") were incorporated by the Gosport Waterworks Act 1858 and are by virtue of that Act and subsequent Acts and Orders authorised to supply water within an area which comprises the borough of Gosport as constituted at the date of the passing of this Act the parishes of Boarhunt Swanmore Shedfield and Wickham in the rural district of Droxford and so much of the urban district of Fareham as formerly constituted part of the parish of Crofton in the rural district of Fareham all in the county of Southampton:

21 & 22  
Vict. c. v.

And whereas it is expedient that the Company should be empowered to construct the waterworks authorised by this Act and to acquire lands and easements therefor:

And whereas the statutory limits for the supply of water by the mayor aldermen and burgesses of the

borough of Southampton include areas which consist of part of the said parish of Swanmore and so much of the said borough of Gosport and urban district of Fareham as formerly comprised the said parish of Crofton which areas are also within the limits of supply of the Company:

And whereas the said mayor aldermen and burgesses have agreed that their statutory limits for the supply of water should be altered by the exclusion therefrom of the areas lastly hereinbefore referred to:

And whereas it is expedient that effect should be given to the said agreement as provided by this Act:

And whereas the said mayor aldermen and burgesses have agreed with the Company for the transfer to the Company of part of the water undertaking of the said mayor aldermen and burgesses and it is expedient that the said agreement should be confirmed and that the provisions contained in this Act with reference thereto or consequential thereon should be enacted;

And whereas it is expedient that the provisions contained in this Act with respect to the extension of the limits of supply of the Company should be enacted:

And whereas it is expedient that the Company should be authorised to raise additional capital and to borrow further moneys for the purposes of this Act and of their undertaking:

And whereas it is expedient that such further powers should be conferred upon the Company and that such other provisions should be enacted as are in this Act contained:

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

And whereas plans and sections showing the situations lines and levels of the works by this Act authorised and the lands which may be taken or used compulsorily for the purposes thereof and a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were duly deposited with the clerk of the county council of the administrative

county of Southampton and are in this Act 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 King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

## PART I.

## PRELIMINARY.

1.—(1) This Act may for all purposes be cited as the Gosport Water Act 1940. Short and collective titles.

(2) The Gosport Water Acts and Orders 1858 to 1937 and this Act may be cited together as the Gosport Water Acts and Orders 1858 to 1940.

2. This Act is divided into Parts as follows:—

Act divided into Parts.

Part I.—Preliminary.

Part II.—Works and lands.

Part III.—Transfer of part of water undertaking of Southampton Corporation and extension of limits of supply of Company.

Part IV.—Financial provisions.

Part V.—Miscellaneous provisions.

3. The following Acts and parts of Acts (so far as the same are applicable for the purposes and are not inconsistent with the provisions of the Gosport Water Acts and Orders 1858 to 1940) are hereby incorporated with this Act (namely):— Incorporation of Acts.

(1) The Waterworks Clauses Acts 1847 and 1863 except the words "with the consent in writing of the owner or reputed owner of any such house or of the agent of such owner" in section 44 and except sections 76 to 78 of the Waterworks Clauses Act 1847: 10 & 11  
Vict. c. 17.  
26 & 27  
Vict. c. 93.

Provided that in the application to the Company of the Waterworks Clauses Act 1847

PART I  
—cont.

section 30 of that Act shall be read as if the words "seven clear days" were substituted therein for "three clear days":

8 & 9 Vict.  
c. 18.

- (2) The Lands Clauses Acts except sections 127 to 131 of the Lands Clauses Consolidation Act 1845 relating to the sale of superfluous lands:

Provided that any question of disputed compensation under the Lands Clauses Acts (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the Company and the person claiming the compensation or in default of such agreement appointed by the President of the Chartered Surveyors' Institution on the application of either party:

8 & 9 Vict.  
c. 16.

- (3) The Companies Clauses Consolidation Act 1845 except the provisions thereof with respect to the conversion of the borrowed money into capital:

26 & 27  
Vict. c. 118.

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

Provided that in the application to the Company of the said Part III of the Companies Clauses Act 1863 section 22 of that Act shall be read and have effect as if the words "and to the same amount as" were omitted therefrom.

Inter-  
pretation.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction.

And in this Act unless the subject or context otherwise requires—

"the Company" means the Gosport Waterworks Company;

“ the undertaking ” means the undertaking of the Company as authorised for the time being ;

“ the limits of supply ” means the limits within which the Company are for the time being authorised to supply water ;

“ the tribunal ” means the arbitrator or other authority to whom any question of disputed purchase money or compensation is under this Act referred ;

“ the Southampton Corporation ” means the mayor aldermen and burgesses of the borough of Southampton ;

“ the scheduled agreement ” means the agreement dated the thirtieth day of March one thousand nine hundred and forty and made between the Southampton Corporation of the one part and the Company of the other part of which a copy is set out in the First Schedule to this Act ;

“ the eastern water undertaking ” and “ the date of transfer ” have respectively the same meanings as in the scheduled agreement ;

“ the existing limits ” means the limits within which the Company are empowered to supply water under the Gosport Water Acts and Orders 1858 to 1937 ;

“ the added limits ” means the parishes and part of a parish described in the Fourth Schedule to this Act.

## PART II.

## WORKS AND LANDS.

5. Subject to the provisions of this Act the Company may in the rural district of Droxford in the county of Southampton and in the lines and situations and upon in or under the lands delineated on the deposited plans and described in the deposited book of reference and according to the levels shown on the

Power to  
construct  
works.

PART II  
—cont.

deposited sections make and maintain the following works (that is to say):—

In the parish of Soberton—

Work No. 1 A well and pumping station in the enclosure numbered 446 on the 1/2500 Ordnance map (edition of 1909) Hampshire sheet LXVII.6 ;

Work No. 2 An adit commencing in the well comprised in Work No. 1 by this Act authorised and terminating in or under the enclosure numbered 492A on the said sheet of the said Ordnance map ;

Work No. 3 A line or lines of pipes commencing in the pumping station comprised in Work No. 1 by this Act authorised and terminating in the Soberton pumping station of the company:

In the parish of Bishop's Waltham—

Work No. 4 A well and pumping station in the enclosure numbered 515 on the 1/2500 Ordnance map (edition of 1909) Hampshire sheet LIX.13:

In the parishes of Bishop's Waltham and Swanmore—

Work No. 5 A line or lines of pipes commencing in the parish of Bishop's Waltham in the pumping station comprised in Work No. 4 by this Act authorised and terminating in the parish of Swanmore by a junction with an existing main of the Company.

Subsidiary  
works.

6. In addition to the works authorised by the section of this Act of which the marginal note is "Power to construct works" the Company may in upon or under any lands delineated on the deposited plans at any time and from time to time make maintain and alter all such cuts channels catchwaters pump-houses tunnels headings adits borings shafts openings conduits pipes culverts drains sluices washouts by-washes shafts water towers overflows waste-water channels gauges filters works for the treatment of water reservoirs tanks banks walls bridges roads ways embankments piers approaches telegraphic telephonic

and other means of electric communication engines buildings machinery and appliances as may be necessary or convenient in connection with or subsidiary to the before-mentioned works or any of them or the undertaking or necessary or expedient for augmenting or improving the supply of water but nothing in this section shall exonerate the Company from any action indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them Provided that no telegraphic telephonic or other means of electric communication constructed under the powers of this section shall be laid above the surface of any highway without the consent of the highway authority but such consent shall not be unreasonably withheld and any question whether such consent has been unreasonably withheld shall be determined by the Minister of Transport.

PART II  
—cont.

7. In the construction of the works authorised by this Act and shown on the deposited plans and sections the Company may deviate laterally from the lines or situations thereof as shown on the said plans to any extent not exceeding the limits of lateral deviation shown on those plans and where on any road no such limits are shown the boundaries of such road (including for this purpose any roadside waste forming part of or adjoining the 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 upwards or downwards Provided that except for the purpose of crossing over a stream no part of any line or lines of pipes shall be raised above the surface of the ground unless and except so far as is shown on the deposited sections.

Deviation.

8. Subject to the provisions of this Act the works authorised by this Act shall for all purposes whatsoever form part of and be comprised in the undertaking.

Works to  
form part  
of under-  
taking.

9. Subject to the provisions of this Act the Company may pump collect impound take use divert and appropriate for the purposes of their waterworks or for any of the purposes of the undertaking all waters which will or may be taken or intercepted by means of the works authorised by this Act.

Power to  
take waters.

PART II  
—cont.  
Temporary  
stoppage of  
streets &c.

**10.**—(1) Subject to the provisions of this Act the Company during and for the purposes of the execution of any of the works authorised by this Act may temporarily stop up and interfere with any street or road and may for any reasonable time divert the traffic therefrom and prevent all persons other than those bona fide going to or returning from any premises in the street or road from passing along and using the same. Provided that the powers of this section shall not be exercised with reference to any trunk road without the consent of the Minister of Transport.

(2) The company shall provide reasonable access for foot passengers bona fide going to or returning from any such premises.

Application  
of Water-  
works  
Clauses  
Act 1847.

**11.**—(1) The provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets shall apply with the necessary modifications to the construction laying down erection and maintenance in any street or road (whether within or beyond the limits of supply) of the lines of pipes authorised by this Act and of any telephone or telegraph posts wires conductors or apparatus which the Company may and which they are hereby authorised to construct lay down or erect for the purposes of the undertaking but the same shall not be erected above the surface of any such street or road except with the consent of the highway authority. Provided that nothing in this section shall authorise the breaking up of any street repairable by any railway company for the purpose of constructing laying down erecting or maintaining any telephone or telegraph posts wires conductors or apparatus without the consent of that company.

(2) Any consent required by this section shall not be unreasonably withheld and any question whether any such consent has been unreasonably withheld shall be determined by the Minister of Transport.

For  
protection  
of Post-  
master-  
General.

**12.** Any telegraphic or telephonic posts wires conductors or apparatus or other means of electric communication made maintained constructed laid down or erected under the provisions of this Act shall not be used for the transmission of any telegram which is



within the exclusive privilege conferred upon the Postmaster-General by the Telegraph Act 1869 or be installed or worked in contravention of the Wireless Telegraphy Acts 1904 to 1926 or any statutory re-enactment or modification thereof and shall not be constructed maintained or used in such a manner as to interfere with any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General or with telegraphic communication by means of any such line.

PART II  
—cont.  
32 & 33  
Vict. c. 73.

41 & 42  
Vict. c. 76.

**13.**—(1) For the purpose of constructing maintaining repairing enlarging extending cleansing emptying testing or examining any of the works authorised by this Act the Company may cause the water in any such work to be discharged into any available stream ditch or watercourse and for that purpose the Company may lay down and maintain in any street or road (whether within or beyond the limits of supply) all necessary discharge pipes and apparatus and the provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes shall with the necessary modifications apply thereto. Provided that any water so discharged shall so far as may be reasonably practicable be free from mud or solid or offensive matter and matter injurious to fish or spawn or spawning beds or food of fish.

Discharge of  
water into  
streams.

(2) In the exercise of the powers conferred by this section the Company shall do as little damage as may be and shall pay compensation to all persons interested for all damage sustained by them in the exercise of such powers the amount of such compensation to be settled in default of agreement by arbitration.

(3) The powers of this section shall not be exercised so as to flood or damage any highway.

(4) The powers of this section shall not be exercised so as to damage or affect injuriously the railways or works of any railway company.

**14.** The Company shall not construct any works for taking or intercepting water from any lands acquired by them unless the works are authorised by and the lands upon which the same are to be constructed are specified in this or some other Act of Parliament.

Limiting  
powers of  
executing  
works for  
abstraction  
of water.

PART II  
—cont.  
Period for  
completion  
of works.

**15.** If the works authorised by the section of this Act of which the marginal note is "Power to construct works" and shown on the deposited plans are not completed within the period expiring on the first day of October one thousand nine hundred and forty-seven then on the expiration of that period the powers granted by this Act for constructing the same or otherwise in relation thereto shall cease except as to so much of the said works as shall then be completed. Provided that the Company may at any time after the expiration of the said period lay down additional lines of pipes as part of the lines of pipes by this Act authorised and alter enlarge extend and renew the works authorised by the said section of this Act or any of them as they may think expedient to provide for the requirements of their water supply.

Power to  
acquire  
lands for  
works.

**16.** Subject to the provisions of this Act the Company may enter upon take appropriate and use all or any of the lands delineated on the deposited plans and described in the deposited book of reference which they may require for the purposes of the works authorised by this Act or any of them.

Company  
may acquire  
easements  
only in  
certain cases.

**17.—(1)** The Company may in lieu of acquiring any lands for the purposes of the works authorised by this Act or any of them where the same are intended to be constructed underground acquire such easements only in such lands as they may require for such purposes and may give notice to treat in respect of such easements describing the nature thereof and the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements as fully as if the same were lands within the meaning of those Acts.

(2) As regards any lands in respect of which the Company have acquired easements only under the provisions of this section the Company shall not 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 subject to such easements have the same rights to use and cultivate the said lands at all times as if this Act had not been passed.

**18.** The tribunal shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant:

PART II  
—cont.  
Costs of  
arbitration  
in certain  
cases.

Provided that it shall be lawful for the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the court after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to the court may seem just and proper in all the circumstances of the case:

Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

**19.** If there is any omission mis-statement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited book of reference the Company after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to two justices having jurisdiction in the place in which the lands are situate for the correction thereof and if it appears to the justices that the omission or mis-statement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is

Correction  
of errors in  
deposited  
plans and  
book of  
reference.

PART II.  
—cont.

mis-stated or wrongly described and such certificate or a copy thereof shall be deposited with the clerk of the county council of the administrative county of Southampton and a duplicate thereof shall be deposited with the clerk of the rural district council of Droxford and if the lands are situate in a rural parish having a parish council also with the clerk of that council and such certificate or copy and duplicate respectively shall be kept by such clerks respectively with the other documents to which the same relate and thereupon the deposited plans and book of reference shall be deemed to be corrected according to the certificate and it shall be lawful for the Company to take the lands and execute the works in accordance with the certificate.

Persons  
under  
disability  
may grant  
easements  
&c.

**20.** 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 in which persons other than the grantors 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.

Power to  
enter upon  
property for  
survey and  
valuation.

**21.** The Company and their surveyors officers and workmen and any person duly authorised in writing under the hand of the secretary of the Company may from time to time at all reasonable times in the day upon giving in writing for the first time twenty-four hours' and afterwards from time to time twelve hours' previous notice enter upon and into the lands houses and buildings authorised by this Act to be taken and used or any of them for the purpose of surveying and valuing the said lands houses and buildings without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands houses and buildings.

Compensa-  
tion in  
case of

**22.** For the purposes of determining any question of disputed compensation payable in respect of lands taken under the powers of this Act the tribunal shall

not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in the lands created after the first day of November one thousand nine hundred and thirty-nine if in the opinion of the tribunal the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act.

PART II.  
—cont.  
recently  
acquired  
interest.

**23.**—(1) All private rights of way over any lands which the Company are authorised by this Act to acquire compulsorily shall as from the date of the acquisition of such lands by the Company be extinguished if the Company shall by resolution so determine and give notice in writing of such their resolution to the owner of any right of way referred to therein.

Extinction  
of private  
rights of  
way.

(2) Provided that the Company shall make full compensation to all persons interested in respect of any such rights so determined and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

**24.** The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease on the first day of October one thousand nine hundred and forty-three.

Period for  
compulsory  
purchase  
of lands.

**25.** In addition to the lands which the Company are by any other Act or any Order authorised to purchase or hold they may for any of the purposes of the undertaking from time to time by agreement purchase any additional quantity of land not exceeding in the whole thirty acres or any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) in over or under any lands or otherwise which they may from time to time think requisite for any of the purposes of the undertaking. Provided that the Company shall not on any such lands create or permit any nuisance or erect or authorise or permit the erection of any building other than buildings connected with or necessary for the undertaking.

Power to  
purchase  
additional  
lands by  
agreement.

PART II  
—cont.

For  
protection  
of South-  
ampton  
County  
Council.  
4 Edw. 7.  
c. xxiv.

**26.** The provisions of section 14 (For protection of the Southampton County Council) of the Gosport Water Act 1904 shall extend and apply for the protection and benefit of the county council of the administrative county of Southampton as if the said section were re-enacted in this Act and as if county roads and county bridges were referred to therein instead of main roads and county or main road bridges.

For  
protection  
of owners of  
Mill House  
Estate.

**27.** For the protection of Walter Vansittart Campbell Wyndham Long and Frederick James Griffin or other the owner or owners for the time being of the estate in the parish of Bishop's Waltham known as the Mill House Estate (all of whom are in this section referred to as "the owners") the following provisions shall unless otherwise agreed in writing between the Company and the owners apply and have effect:—

- (1) Nothing in this Act or in the Waterworks Clauses Acts 1847 and 1863 shall exempt the Company from paying compensation for any damage done to the mill of the owners or to the supply of water for use at the Mill House by reason of the pumping operations of the Company at the well and pumping station (Work No. 4) by this Act authorised:
- (2) If by reason or in consequence of any diminution of the flow of water in the river Hamble owing to the pumping of water by the Company at the well and pumping station (Work No. 4) authorised by this Act the owners sustain any loss or damage with respect to any rights legally vested in them of fishing or of watering cattle and other animals in the river Hamble the Company shall pay to the owners compensation for such loss or damage and in the event of any dispute between the owners and the Company such dispute shall be determined by an arbitrator:
- (3) The owners and their lessees and tenants shall afford to the Company and their engineers officers and servants or persons authorised by

the Company in that behalf all such access and facilities as the Company may from time to time require for enabling them to take gaugings of the flow of water in the river Hamble: PART II  
—cont.

- (4) The provisions of this section shall be in addition to and not by way of substitution for any of the provisions of the Waterworks Clauses Acts 1847 and 1863 which but for this section would have enured for the protection or benefit of the owners.

**28.** For the protection of Aurelius Victor Maybury Bernard Constable Maybury and Mildred Maybury or other the owner or owners for the time being of Little Hoe Farm Brooks Farm Durley Mill Farm and Calcot House and Farm in the parishes of Durley and Curdridge or of any of those premises (all of whom are in this section referred to as "the owners") and their lessees and tenants the following provisions shall unless otherwise agreed in writing between the owners and the Company apply and have effect:— For  
protection  
of Bernard  
Constable  
Maybury  
and others.

- (1) If under the powers of this Act the Company serve upon the owners and their lessees or tenants notice to treat for the acquisition by the Company of the properties respectively numbered on the deposited plans 4 to 9 (inclusive) in the parish of Bishop's Waltham or any of those properties they shall at the same time serve upon the owners and their lessees or tenants and the owners and their lessees or tenants shall accept notice to treat for the acquisition by the Company of the enclosures respectively numbered 516 517 and 518 in the said parish on the 1/2500 Ordnance map (edition of 1909) Hampshire sheet LIX.13 and so much of the enclosure numbered 506 in the said parish on the said Ordnance map as is not comprised within the limits of deviation for Works Nos. 4 and 5 and of land which may be acquired as shown on the deposited plans and the provisions of this Act shall in

PART II  
—cont.

all respects apply and have effect as if the said enclosures and part of an enclosure were comprised within the said limits and described in the deposited book of reference:

- (2) If by reason or in consequence of any diminution of the flow of water in the river Hamble owing to the pumping of water by the Company at the well and pumping station (Work No. 4) authorised by this Act or at the existing well and pumping station in the parish of Bishop's Waltham transferred to the Company pursuant to this Act the owners or their lessees or tenants sustain any loss or damage with respect to any rights legally vested in them respectively of fishing or of watering cattle and other animals in the river Hamble or with respect to the water meadows being the enclosures respectively numbered 10 11 and 24 in the parish of Curdridge and 411 in the parish of Durley on the 1/2500 Ordnance map (edition of 1909) Hampshire sheet LXVI.3 the Company shall pay to the owners or their lessees or tenants (as the case may require) compensation for such loss or damage the amount of such compensation to be determined in default of agreement by arbitration:
- (3) The owners and their lessees and tenants shall afford to the Company and their engineers officers and servants or persons duly authorised by the Company in that behalf all such access and facilities as the Company may from time to time require for enabling them to take gaugings of the flow of water in the river Hamble.

For  
protection  
of Edward  
John  
Scivier.

**29.** For the protection of Edward John Scivier or other the owner or owners for the time being of the mill on the river Hamble known as Durley Mill in the parishes of Durley and Curdridge and of the enclosures respectively numbered 24 25 26 28 28A 29 32 and 33 in the parish of Curdridge on the 1/2500 Ordnance map (edition of 1909) Hampshire sheet LXVI.3 (all of



whom are in this section referred to as "the owner") the following provisions shall unless otherwise agreed in writing between the Company and the owner apply and have effect (that is to say):—

PART II  
—cont.

- (1) If by reason or in consequence of any diminution of the flow of water in the river Hamble owing to the pumping of water by the Company at the well and pumping station (Work No. 4) authorised by this Act the owner or any of his lessees or tenants sustains any loss or damage with respect to any rights legally vested in the owner or such lessee or tenant of fishing in the river Hamble or of using the water of that river for working the Durley Mill of the owner the Company shall pay to the owner or his lessees or tenants (as the case may require) compensation for such loss or damage:
- (2) The owner shall afford to the Company and their engineers officers and servants or persons duly authorised by the Company in that behalf all such access and facilities as the Company may from time to time require for enabling them to take gaugings of the flow of water in the river Hamble:
- (3) Any dispute between the Company on the one hand and the owner or any of his lessees or tenants on the other hand as to whether any such loss or damage as is referred to in subsection (1) of this section has been caused by the pumping of water by the Company at the said well and pumping station or as to the amount of the compensation payable to the owner or his lessees or tenants pursuant to that subsection shall be determined by arbitration.

**30.**—(1) In this section—

"the authorised work" means the well and pumping station (Work No. 4) by this Act authorised;

For  
protection  
of certain  
wells.

PART II  
—cont.

“ the date of commencement ” means the date on which the Company commence pumping operations at the authorised work;

“ the protected wells ” means the following wells (that is to say):—

(a) the two existing wells in the enclosure (known as Inham's Field) numbered 445 in the parish of Bishop's Waltham on the 1/2500 Ordnance map (edition of 1909) Hampshire sheet LIX.9;

(b) the existing well in the enclosure numbered 462 in the said parish on the said Ordnance map;

and “ protected well ” means any of the protected wells;

“ owner ” includes lessee or occupier.

(2) If at any time after the date of commencement it shall be proved by the owner (in this section referred to as “ the proving owner ”) of any protected well which is in operation or use as an effective source of supply at the date of commencement that the pumping by the Company at the authorised work has caused a diminution or cesser of supply of water in such protected well the Company subject to the following provisions of this section shall upon the written request of the proving owner afford to him a supply of water equal to the quantity of water obtainable from such protected well and used by the proving owner before such diminution or cesser occurred at such cost or rate (if any) as that the total cost to the proving owner shall be not greater after than before the date of commencement and upon such other terms as may be agreed or failing agreement may be settled by arbitration.

(3) In the event of there being at any time after the date of commencement a diminution or cesser of the supply of water in any such protected well and there being a dispute as to whether such diminution or cesser has been caused by the pumping by the Company at the authorised work the owner of the protected well may at any time without waiting for

the determination of the dispute by notice in writing require the Company to afford and the Company shall as soon as practicable after the receipt of such notice commence and shall thereafter continue to afford a supply of water equal to the quantity to which (he would have been entitled under and upon the terms (except as next hereinafter mentioned) mentioned in subsection (2) of this section if the diminution or cesser had been caused by the pumping by the Company at the authorised work:

PART II  
—cont.

Provided that if it shall be agreed or determined later by arbitration that the pumping by the Company at the authorised work has not caused the said diminution or cesser the owner shall in lieu of any sums payable under the said subsection (2) pay to the Company for and in respect of all water supplied to him under this subsection at such rate or charge as would have been payable by him if such supply had been afforded to him otherwise than in pursuance of the provisions of this section and the owner shall repay to the Company all costs charges and expenses incurred by them in providing laying down fixing or maintaining mains pipes meters and fittings for the purpose of affording a supply of water to the owner in pursuance of the provisions of this subsection and thereafter all such mains pipes meters and fittings shall be maintained by and at the expense of such owner.

(4) Notwithstanding anything in this section—

- (a) the Company shall not be under any obligation to afford a supply of water for domestic purposes under this section in respect of any protected well the water from which is of such a quality as not to be suitable for those purposes;
- (b) the Company shall not be liable in respect of any claim made by the owner of any protected well under this section or to afford a supply of water to any such owner pursuant to subsection (3) of this section if such owner shall have failed to afford to the Company and their officers and servants and other representatives at all reasonable times after the passing of this Act access to

PART II  
— cont.

the protected well in respect of which the claim is made or the supply is required to be afforded and facilities for ascertaining particulars thereof and the level of the water therein;

(c) the Company shall not be subject to the obligations of this section if prevented from supplying water thereunder in consequence of frost unusual drought or other unavoidable cause or accident;

(d) if and so long as any limitations or restrictions imposed by the Company in times of drought upon the supply of water by them or upon the purposes for which water so supplied may be used are in force the right of the owner of a protected well to receive a supply of water from the Company shall be subject to the like limitations or restrictions.

(5) Except as provided in the proviso to subsection (3) of this section all mains pipes meters and fittings required for the purpose of supplying water to any owner in pursuance of this section shall be provided laid down and fixed and all such mains pipes and meters shall be maintained by and at the expense of the Company and the owner shall afford to the Company free of charge all reasonable or necessary facilities for these purposes but all such fittings which shall be placed or fixed upon the land or premises of any owner shall be repaired maintained and (when necessary) renewed and made good by such owner to the satisfaction of the Company.

(6) The Company may if they think fit in lieu of affording a supply of water under the provisions of this section in respect of the diminution or cesser of supply in any protected well deepen such well or make such borings therein or headings therefrom as will increase the supply so as to make good the said diminution or cesser and the owner shall without making any charge therefor give to the Company access and every facility for carrying out such deepening borings or headings.

(7) (a) The Company shall before the date of commencement provide at the authorised work and shall at all times thereafter maintain in an efficient state of repair a suitable meter for automatically measuring and recording the quantity of water pumped at the authorised work and a suitable instrument for recording the level of water in the well comprised in the authorised work and all water pumped at the authorised work shall pass through that meter.

PART II  
—cont.

(b) Not less than seven days before the date of commencement the Company shall serve notice in writing upon the owners of the protected wells of their intention to commence pumping operations at the authorised work and of the date on which they intend so to commence.

(c) The authorised work and the meter and instrument thereat and the records of such meter and instrument shall at all reasonable times be open to the inspection of the owner of any protected well or any person duly authorised in writing by such owner and such owner or person may take copies of the said records.

(8) Any question which may arise between the Company and any owner as to the quantity time place or manner of the supply to be afforded by the Company in pursuance of this section and any other question dispute or difference which may arise between the Company and the owner under the foregoing provisions of this section shall be determined by arbitration.

(9) The Company and the owner may enter into and fulfil agreements with reference to the supply of water by the Company to such owner or with reference to any matter referred to in this section and may by any such agreement alter or modify any of the provisions of this section so far as they relate to such owner.

**31.** Notwithstanding anything in the Special Enactments (Extension of Time) Act 1940 that Act shall apply to the powers conferred by this Act to execute works and to purchase or acquire compulsorily lands and easements.

Application  
of Special  
Enactments  
(Extension  
of Time)  
Act 1940.  
3 & 4 Geo. 6.  
c.16.

## PART III.

TRANSFER OF PART OF WATER UNDERTAKING OF  
SOUTHAMPTON CORPORATION AND EXTENSION OF  
LIMITS OF SUPPLY OF COMPANY.

Confirma-  
tion of  
scheduled  
agreement.

**32.**—(1) The scheduled agreement is hereby confirmed and made binding upon the parties thereto and notwithstanding anything in the Acts and Orders relating to the undertaking of the Company or the water undertaking of the Southampton Corporation effect may and shall be given thereto accordingly subject to such modifications (if any) as may be agreed between the parties in writing under their respective common seals.

(2) The sale of the eastern water undertaking shall be carried into effect by a deed which may be in the form set forth in the Second Schedule to this Act or to the like effect or in such other form as may be agreed between the Southampton Corporation and the Company and on the execution of the deed by the Southampton Corporation the eastern water undertaking shall by virtue of the deed and this Act be transferred to and become vested in the Company and such transfer and vesting are referred to in this Part of this Act as “the transfer.”

(3) Copies of the plan attached to the scheduled agreement have for purposes of identification and record been deposited in the Parliament Office House of Lords and the Committee and Private Bill Office of the House of Commons.

Pending  
actions not  
to abate.

**33.** Subject as between the Company and the Southampton Corporation to the provisions of the scheduled agreement and without prejudice to any remedy over by either party to that agreement against the other party thereto if at the date of transfer any action arbitration or proceeding or any cause of action arbitration or proceeding in relation to the eastern water undertaking shall be pending or existing by or against or in favour of the Southampton Corporation the same shall not abate or be discontinued or be in anywise prejudicially affected by reason of the transfer but may be continued prosecuted and enforced by against or in favour of the Company as and when it

might have been continued prosecuted and enforced by  
against or in favour of the Southampton Corporation  
if this Act had not been passed.

PART III  
—cont.

**34.** Subject to the provisions of the scheduled agreement all contracts agreements conveyances deeds leases and other instruments entered into or made with or by the Southampton Corporation in relation to the eastern water undertaking or otherwise affecting the Southampton Corporation in respect of that undertaking and in force at the date of transfer shall as from that date be as binding and of as full force and effect against or in favour of the Company and may be enforced as fully and effectually as if instead of the Southampton Corporation the Company had been a party thereto or bound thereby or entitled to the benefit thereof.

Contracts  
to be  
binding.

**35.** Subject as between the Company and the Southampton Corporation to the provisions of the scheduled agreement all rents rates and charges and other sums and debts at the date of transfer due and payable or accruing due or payable to the Southampton Corporation in respect of the eastern water undertaking shall be payable to and may be collected recovered and enforced by the Company in the same manner as and with and by the same benefits and processes as those with and by which the Southampton Corporation might have collected recovered and enforced the same.

Collection  
of out-  
standing  
debts.

**36.** All books and documents which if the transfer had not been made would have been evidence in respect of any matter for or against the Southampton Corporation in respect of the eastern water undertaking shall on and after the date of transfer be admitted in evidence in respect of the same or the like matter for or against the Company.

Books &c.  
to remain  
evidence.

**37.** On and from the date of transfer—

(1) (a) The limits of the Company for the supply of water shall extend to and include in addition to the existing limits the added limits ; and

Extension  
of limits  
of supply.

(b) Such portions of the added limits as were immediately before the date of

PART III  
—cont.3 & 4  
Geo. 5,  
c. xix.  
11 & 12  
Geo. 5,  
c. lxxix.

transfer within the limits for the supply of water by the Southampton Corporation shall cease to be within those limits and the Acts and Orders relating to the water undertaking of the Southampton Corporation shall be read and have effect accordingly and all the liabilities and obligations of the Southampton Corporation with respect to or to the supply of water to or within such portions as aforesaid of the added limits or any part thereof whether arising under section 14 or section 15 of the Bishop's Waltham Water Act 1913 (as applied to the Southampton Corporation by section 11 of the Southampton Corporation Water Act 1921) or under any other statutory provision or otherwise howsoever in their capacity as water undertakers shall absolutely cease and determine:

- (2) Subject to the provisions of this Act the Company within the added limits shall have and may exercise the like powers rights privileges and authorities and be subject to the like duties and obligations as they have and are subject to within the existing limits:
- (3) Subject to the provisions of this Act and in addition to any powers and rights vested in the Company by virtue of subsection (2) of the section of this Act of which the marginal note is "Partial repeal of Acts and Orders relating to Southampton Corporation's water undertaking" the Company may continue maintain and use all mains pipes and other works of the Southampton Corporation transferred to and vested in the Company by virtue of the transfer and the provisions of the Gosport Water Acts and Orders 1858 to 1940 shall apply to such mains pipes and works in all respects as though the same had been laid down or constructed under the authority of those Acts and Orders.



**38.** As from the date of transfer—

- (1) The Acts and Orders relating to the water undertaking of the Southampton Corporation other than the provisions of those Acts and Orders which are set out in the Third Schedule to this Act shall cease to have effect with reference to the eastern water undertaking. Provided that notwithstanding anything in this Act all arrears of rates rents and charges payable under the provisions of the said Acts and Orders and all rates and charges payable thereunder in respect of any period commencing before and ending after the date of transfer may be collected and recovered as if this subsection had not been enacted:

- (2) The Company shall have the powers and rights and be subject to the obligations of the said provisions set out in the Third Schedule to this Act so far as they relate to any portion of the added limits as if the Company were named in those provisions instead of the undertakers or company therein referred to as the case may be.

**39.**—(1) On the date of transfer section 13 of the Bishop's Waltham Water Act 1913 shall by virtue of this Act be repealed and the following provisions of this section shall have effect.

(2) The Company shall before supplying outside the parish of Bishop's Waltham water obtained by means of the works well and pumping station described in Part I of the Third Schedule to the Bishop's Waltham Water Act 1913 provide for the use of the inhabitants of that parish for the time being requiring and taking a supply of water from the Company in accordance with the provisions of section 35 of the Waterworks Clauses Act 1847 such a supply of water so obtained as may from time to time be lawfully required by such inhabitants for sanitary domestic and trade requirements.

PART III  
—cont.Partial  
repeal of  
Acts and  
Orders  
relating  
to South-  
ampton  
Corpora-  
tion's water  
under-  
taking.Parish of  
Bishop's  
Waltham  
to have  
priority  
of supply  
from  
certain  
existing  
works.

## PART III

—cont.

Works transferred to form part of Company's undertaking.

As to pressure of water supplied in added limits.

40. As from the date of transfer the wells pumping stations mains pipes and other works transferred to the Company by virtue of the transfer shall for all purposes form part of the undertaking and shall cease to form part of the water undertaking of the Southampton Corporation.

41. The water supplied by the Company in the added limits on and after the date of transfer need not at any time be delivered at a pressure greater than that afforded by gravitation from the existing reservoir at Vernon Hill in the parish of Bishop's Waltham.

## PART IV.

## FINANCIAL PROVISIONS.

Additional capital.

42.—(1) In addition to any capital which the Company may at the date of the passing of this Act be authorised to create and issue the Company may from time to time raise additional capital (in this Act referred to as "the additional capital") not exceeding in the whole forty thousand pounds by the creation and issue at their option of ordinary shares or stock or of preference shares or stock or partly of ordinary shares or stock and partly of preference shares or stock.

(2) It shall not be lawful for the company to create and issue under the powers of this section any greater nominal amount of capital than shall be sufficient to produce including any premiums and allowing for any discounts which may be obtained or allowed on the sale thereof the sum of forty thousand pounds.

(3) The Company shall not under the powers of this Act issue any share of less nominal value than ten pounds.

Additional capital to form part of general capital.

43. The additional capital shall form part of the general capital of the Company and save as is otherwise expressly provided by this Act the holders thereof respectively in proportion to the amount of their shares or stock shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents in

all respects as holders of other shares or stock of the Company of the same class or description. Part IV  
—cont.

**44.** The prescribed rate of dividend on any additional capital issued by the Company under the powers of this Act shall for the purposes of section 75 of the Waterworks Clauses Act 1847 and of section 13 of the Companies Clauses Act 1863 be— Limits of dividend on additional capital.

- (a) in the case of any ordinary shares or stock the rate of seven per centum per annum; and
- (b) in the case of any preference shares or stock the rate of six per centum per annum.

**45.** The provisions of subsection (2) of section 71 (Power to borrow) and section 72 (Power to create debenture stock) of the Gosport Water Act 1937 shall apply with reference to the additional capital as if those provisions were re-enacted in this Act. Application of certain provisions of Gosport Water Act 1937. 1 Edw. 8. & 1 Geo. 6. c. lxxvii.

**46.** All money to be raised by the Company on mortgage or by the creation and issue of debenture stock under the provisions of this Act shall have priority against the Company and the property from time to time of the Company over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act. Provided that this priority shall not affect any claim against the Company or their property— Priority of mortgages and debenture stock over other debts.

(b) in respect of any rent or sum reserved by or to be granted by them in pursuance of the Lands Clauses Acts; or

(b) in respect of any rent or sum reserved by or payable under any lease granted or made to the Company which is entitled to rank in priority to or pari passu with the interest on their mortgages or debenture stock; or

(c) for land taken used or occupied by the Company for the purposes of the undertaking and the works of the Company or injuriously affected by the construction thereof or by the exercise of any powers conferred upon the Company.

PART IV  
—cont.  
Priority  
of principal  
moneys  
secured by  
existing  
mortgages.

Appoint-  
ment of  
receiver.

47. The principal moneys secured by all mortgages granted by the Company in pursuance of the powers of any Act of Parliament or Order passed or made before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages have priority over the principal moneys secured by any mortgages granted by virtue of this Act.

48.—(1) The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall be not less in the whole than one-tenth of the amount for the time being borrowed by the Company and outstanding or the sum of ten thousand pounds (whichever shall be the less).

(2) Section 75 (Appointment of receiver) of the Gosport Water Act 1937 is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings pending at the passing of this Act under the provisions of that section.

Application  
of money.

49. All money raised under this Act including premiums shall be applied only to purposes to which capital is properly applicable and any sum of money which may arise by way of premium from the issue of shares or stock under the provisions of this Act (after deducting therefrom the expenses of and incidental to such issue) shall not be considered as part of the capital of the Company entitled to dividend.

## PART V.

### MISCELLANEOUS PROVISIONS.

Reduction  
of limits  
of water  
supply of  
Southamp-  
ton Cor-  
poration.

50. As from the date of the passing of this Act the limits for the supply of water by the Southampton Corporation shall be reduced by the exclusion therefrom of—

- (a) so much of the parish of Swanmore in the rural district of Droxford in the county of Southampton as was immediately before that date within the said limits; and

(b) those parts of the borough of Gosport and of the urban district of Fareham (as respectively constituted at the date of the passing of this Act) which formerly comprised the parish of Crofton in the rural district of Fareham in the said county;

PART V  
—cont.

and the Acts and Orders relating to the water undertaking of the Southampton Corporation shall be read and have effect accordingly.

**51.** The Company and their officers and workmen and any other person duly authorised in writing under the hand of the secretary of the Company may from time to time at all reasonable times in the day upon giving in writing not less than twelve hours' previous notice to the occupier of any lands or premises in or upon which is situate any of the existing wells referred to in section 8 (Provision where water supply affected within mile and a half of Soberton well) of the Gosport Water Act 1904 enter upon and into such lands or premises and take such gaugings of any well situate in or upon the said lands or premises as they or he may deem necessary or expedient for any purpose in connection with the provisions of the said section.

Power to enter upon property to take gaugings of wells.

**52.—(1)** The Company may make byelaws for preventing the pollution, fouling or contamination of the water which they are authorised to take for the purposes of any of their waterworks and may by such byelaws prescribe the construction, maintenance and use of proper drains sewers and works and make provision for the prevention of any act or thing tending to pollution of the water.

Byelaws for preventing pollution of water.

(2) The byelaws made under this section shall be in force within such area (not including the borough of Gosport) as may be defined in the byelaws.

(3) The provisions of subsections (2) (3) (4) (5) (6) (7) and (10) of section 250 and sections 251 and 252 of the Local Government Act 1933 shall apply to the byelaws made by the Company under this section and those provisions shall for the purposes of this section be construed as if the Company were a local authority within the meaning of those sections and the secretary of the Company were the clerk of the local authority

23 & 24  
Geo. 5.  
c. 51.

PART V  
—cont.

The confirming authority for the purposes of the said section 250 shall be the Minister of Health.

(4) In addition to the requirements of the said section 250 the Company shall exhibit in some conspicuous place in each local government area and rural parish in which the said byelaws are intended to be in force a copy of the notice referred to in that section and any landowner who may be affected by any such byelaws shall be entitled to be furnished with a copy thereof and to oppose the confirmation thereof.

(5) A copy of any such byelaws shall be sent to the clerk of the county council of the administrative county of Southampton and to the clerk of any urban or rural district wholly or partly in the area within which the byelaws are intended to be in force one month at least before application is made for their confirmation and before confirming the byelaws the Minister of Health shall have regard to any representations thereon which may be made within the said month by the said county council or the council of any such urban or rural district.

(6) The Company shall pay compensation to the owners of and other persons interested in any lands in respect of which byelaws shall be made under the provisions of this section whose legal rights shall be injuriously affected by the restrictions imposed by such byelaws or who are required by such byelaws to construct any works or to do any act or thing which could not lawfully be required by the local authority of the district in which such lands are situate or which could only lawfully be required by that local authority subject to payment of compensation and such compensation shall be settled in default of agreement by arbitration and for the purposes of this subsection the expression "legal rights" shall include a user of land in respect of which the local authority might have taken proceedings under the Public Health Acts or under their byelaws but have decided not to do so having regard to the character or situation of the land.

(7) Section 298 of the Public Health Act 1936 shall with any necessary modifications extend and apply in respect of proceedings for the recovery of any penalty imposed by any byelaw made under this section.

**53.** Notwithstanding anything contained in the Gosport Water Acts and Orders 1858 to 1940 all water supplied by the Company to a builder for use in the erection of any building or part of a building shall if required by the builder be taken by measure and paid for accordingly.

PART V  
—cont.  
Supply of  
water to  
builders.

**54.** Where under this Act any question or dispute (other than a question or dispute for the determination of which provision is made by the Lands Clauses Acts) is to be referred to or determined by an arbitrator or arbitration the reference shall be subject to the provisions of the Arbitration Acts 1889 to 1934 and except where otherwise provided the arbitrator shall failing agreement be appointed by the President of the Institution of Civil Engineers on the application of either party to the question or dispute after notice in writing to the other.

Arbitration.

**55.** The Minister of Transport may hold such inquiries as he may consider necessary in regard to the exercise of any powers conferred upon him or the giving of any consent or approval under this Act and subsections (2) to (5) of section 290 of the Local Government Act 1933 shall apply to any such inquiry as if it were an inquiry held in pursuance of subsection (1) of that section and the Company were a local authority.

Inquiries  
by Minister  
of  
Transport.

**56.**—(1) So long as this section continues in force it shall not be lawful without the consent of the Treasury to exercise the powers of borrowing or raising capital conferred by this Act.

Saving for  
emergency  
powers of  
Treasury.

(2) Section 113 of the Stamp Act 1891 (which in the case of any increase in the amount of nominal share capital of a company being authorised by any Act charges stamp duty on a statement of the amount of such increase to be delivered within one month from the passing of the Act) shall as amended by any subsequent enactment have effect as respects any share capital authorised to be raised by this Act as if this Act had been passed on the date when such consent as aforesaid is given as respects that capital or on the date when this section expires whichever first occurs.

54 & 55  
Vict. c. 39.

(3) This section shall continue in force so long as the making of an issue of capital in the United

PART V  
—cont.  
2 & 3  
Geo. 6.  
c. 62.

Costs of  
Act.

Kingdom without the consent of the Treasury is prohibited by regulations made under the Emergency Powers (Defence) Act 1939.

57. All costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company and may in whole or in part be defrayed out of revenue.



The SCHEDULES referred to in the foregoing Act.

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FIRST SCHEDULE.

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AGREEMENT BETWEEN THE SOUTHAMPTON CORPORATION  
AND THE COMPANY.

AN AGREEMENT made the thirtieth day of March nineteen hundred and forty between THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF SOUTHAMPTON (hereinafter called "the Corporation") of the one part and THE GOSPORT WATERWORKS COMPANY (hereinafter called "the Company") of the other part.

WHEREAS:

- (i) The area described in the schedule to this agreement and delineated and marked with a blue verge line on the plan hereto annexed (hereinafter referred to as "the scheduled area") is situate in the rural district of Droxford in the county of Southampton;
- (ii) The Corporation are empowered to supply water in such parts of the scheduled area as are respectively comprised in the parishes of Bishop's Waltham and Durley by the Southampton Corporation Water Act 1921 and in such part of the scheduled area as is comprised in the parish of Upham by the Southampton Corporation Act 1931;
- (iii) The Corporation in pursuance of statutory powers vested in them in that behalf carry on an undertaking for the supply of water within extensive limits of supply (of which the scheduled area forms an easterly part) and for the purposes of the said undertaking the Corporation are the owners of mains pipes and other waterworks and property situate within the scheduled area including a well and pumping station and other works in the said parish of Bishop's Waltham described in Part I of the Third Schedule to the Bishop's Waltham Water Act 1913 and certain

1st Sch.  
—cont.

lands in the said parish of Bishop's Waltham described in Part II of the said Third Schedule;

(iv) The said well pumping station works and lands were acquired by the Corporation under the Southampton Corporation Water Act 1921 as part of the undertaking of the South Hants Waterworks Company and by virtue of the provisions of section 11 of that Act the Corporation are subject to certain obligations with respect to pumping operations at the said well and pumping station or at any other well or pumping station on the said lands (which obligations are defined in and were originally enacted by sections 14 and 15 of the Bishop's Waltham Water Act 1913) and to an obligation defined in and originally enacted by section 13 of the Bishop's Waltham Water Act 1913 to provide by means of the said well pumping station and works certain supplies of water for the use of the inhabitants of the parishes of Bishop's Waltham and Curdrige before supplying outside those parishes water obtained by such means;

(v) The Company are promoting in the 1939-40 session of Parliament a Bill (hereinafter referred to as "the Bill") whereby they seek among other things power to construct a well and pumping station in the said parish of Bishop's Waltham and works in connection therewith and power by agreement with the Corporation to acquire so much of the water undertaking of the Corporation as relates to the supply of water in the whole or part of the scheduled area;

(vi) It has been arranged between the Corporation and the Company that subject as hereinafter provided the Corporation shall sell and the Company shall purchase on the terms and conditions hereinafter set forth so much of the water undertaking of the Corporation as is situate in and relates exclusively to the supply of water in the scheduled area:

Now it is hereby agreed between the parties, hereto as follows:—

1. In this agreement unless the context otherwise requires the expression "the eastern water undertaking"

means that part of the water undertaking of the Corporation as the same will exist on the 31st day of March 1941 (hereinafter referred to as "the date of transfer") which is situate in and relates exclusively to the supply of water in the scheduled area including—

1st Sch.  
—cont.

- (a) the said well pumping station and works in the parish of Bishop's Waltham;
- (b) all other wells pumps engines machinery mains pipes valves hydrants and other works plant and apparatus of the Corporation (except the chlorinator hereinafter mentioned) situate in and used or provided for use exclusively for or in connection with the supply of water in the scheduled area;
- (c) all lands easements for laying down and maintaining mains and pipes rights of way and other easements and rights of the Corporation situate or exerciseable in the scheduled area and held or enjoyed by the Corporation solely for or in connection with the supply of water in the scheduled area;
- (d) all water meters of the Corporation in use in the scheduled area;
- (e) all stores and fittings which form part of the normal equipment of the said pumping station but not including the chlorinator which is placed temporarily at the said pumping station;
- (f) the benefit of all guarantee agreements in respect of the laying down of water mains or pipes or the provision of supplies of water by the Corporation in the scheduled area but excluding the right to any payments under such agreements save such portions thereof as are attributable to any period subsequent to the date of transfer such payments being so far as may be necessary apportioned; and
- (g) the benefit of all agreements to which the Corporation may be a party for the sale or supply of water by the Corporation within the scheduled area and of all rights and powers of the Corporation for or with respect to the sale or supply of water within that area but excluding the right to any water rates rents and charges and other revenue for or in respect of such sale or supply save such portions thereof as are attributable to any period subsequent to the date of transfer such rates rents charges and revenue being so far as may be necessary apportioned.

1st Sch.  
—cont.

2. Subject as hereinafter provided, the Corporation shall sell to the Company and the Company shall purchase the eastern water undertaking free from all charges and incumbrances and from all obligations in respect of borrowed moneys for which the Corporation may be liable at the date of transfer. The Company shall take the eastern water undertaking in the condition in which it exists at the date of transfer and shall without investigation objection or requisition accept such title as the Corporation have thereto.

3. The price or consideration for the said sale and purchase shall be the sum of eleven thousand seven hundred pounds to be paid by the Company to the Corporation.

4. The said sale and purchase shall be completed and the eastern water undertaking shall be transferred to the Company and the said price or consideration shall be paid by the Company on the date of transfer and upon such completion the Corporation and all other (if any) necessary parties shall execute and do all such assurances and things (if any) as may be necessary for vesting the eastern water undertaking in the Company and giving them the full benefit of this agreement. If from any cause whatever other than wilful default upon the part of the Corporation the said sale and purchase shall not be completed on the date of transfer the Company shall pay to the Corporation interest on the purchase money at the rate of five pounds per centum per annum from the date of transfer until the said sale and purchase shall be completed.

5. Upon the completion of the said sale and purchase the Corporation shall hand over to the Company all deeds drawings plans books and documents belonging to the Corporation and relating exclusively to the eastern water undertaking or any land works property or things comprised therein. The Corporation shall retain and preserve and so far as necessary or reasonably required by the Company provide the Company at the Company's expense (if so required by the Corporation) with certified copies of and afford them access to any deeds drawings plans books or documents belonging to the Corporation and relating partly but not exclusively to the eastern water undertaking or any land works property or things comprised therein.

6. The Company shall indemnify the Corporation against any claims which may arise or be made after the date of transfer under section 13 section 14 or section 15 of the Bishop's Waltham Water Act 1913 or any other enactment relating to the Corporation in respect of the eastern

water undertaking or any part thereof or the scheduled area or any part thereof (whether or not such claims may be due to anything done before the date of transfer) Subject as aforesaid the Corporation shall pay and discharge all liabilities of the Corporation in respect of the eastern water undertaking owing or accrued at the date of transfer for which purpose any liabilities shall so far as may be necessary be apportioned. 1ST SCH. —cont.

7. The Corporation shall not incur between the date of this agreement and the date of transfer any expenditure on capital account on mains or works within the scheduled area except such as may be necessary for maintaining and carrying on the eastern water undertaking and as shall have been previously notified to and reasonably approved by the Company. The amount of any expenditure on capital account so incurred shall be reimbursed by the Company to the Corporation upon the completion of the said sale and purchase.

8. The Corporation shall on the date of transfer furnish to the Company—

- (a) a list of all such guarantee agreements as are referred to in paragraph (f) of the definition of "the eastern water undertaking" contained in clause 1 of this agreement and of the amount of the payment to the Corporation due or accrued at the date of transfer under each of such agreements;
- (b) a list of all domestic supplies trade meter supplies garden meter supplies and other supplies of water afforded by the Corporation in the scheduled area at the date of transfer and of all fire hydrants and other water supply fittings of the Corporation in the scheduled area at that date; and
- (c) plans in the form of ordnance survey maps to a scale of 1/2500 showing so far as the Corporation are aware of them the approximate positions of the mains sluice valves hydrants air valves washout valves and other fittings on the mains comprised in the eastern water undertaking.

9. At such hour on the date of transfer or at such hour on such other date as shall be agreed between the manager of the water undertaking of the Corporation and the manager of the water undertaking of the Company or as failing such agreement shall be determined by arbitration in manner hereinafter provided the Corporation at their own expense shall sever the main through which the

1st Sch. scheduled area is now supplied with water by the Corpora-  
—cont. tion at the point (marked "A" on the plan annexed hereto) where the said main crosses the boundary between the parish of Bishop's Waltham and the parish of Curdrige. Provided that in the event of a bulk supply of water being taken by the Company under the next following clause the date so agreed or determined shall not be earlier than the date at which such bulk supply is to terminate in accordance with the provisions of that clause.

10. If at the date of transfer the Company shall not be in a position to supply the scheduled area with water from sources of their own (other than works comprised in the eastern water undertaking) the Corporation shall if so required by the Company afford to the Company a temporary bulk supply of pure and wholesome water of such quantity as together with whatever water may reasonably be available from the Company's own sources (other than as aforesaid) the Company may from time to time reasonably require for supplying sufficiently the needs of the scheduled area and during such period not longer than twelve months from the date of transfer as the Company may desire. In the event of such bulk supply being required by the Company the Corporation shall at the expense of the Company instal and maintain at the said point "A" a bulk meter for measuring the water supplied under this clause and a reflux valve. The said meter and valve shall be of such kind and readings of the said meter shall be taken and recorded at such times and in such manner as shall be agreed between the Corporation and the Company or failing such agreement shall be determined by arbitration in manner hereinafter provided. The said meter and valve shall be the property of the Company and shall be removeable by them at any time after the cesser of such bulk supply. The water so supplied shall be paid for by the Company at the rates and at the times applying generally for the time being in regard to metered supplies afforded by the Corporation in the other parts of their limits of supply. The Company shall not on any account permit any water supplied by the Corporation under this clause to be delivered or to pass outside the scheduled area.

11. The Corporation shall permit their district inspector and their other employees who are now occupied in the carrying on of the eastern water undertaking to assist (free of charge) the personnel of the Company in such manner and at such times as may be agreed between the manager of the water undertaking of the Corporation and the manager of the water undertaking of the Company in

the taking over by the Company of the eastern water undertaking in pursuance of the provisions of this agreement. 1st Sch.  
—cont.

12. The Corporation within three months from the passing of the Bill shall serve notice on all consumers supplied by them with water in the scheduled area informing such consumers of the date of transfer. The form of the notice shall be subject to the reasonable approval of the manager of the water undertaking of the Company.

13. The Company shall permit the Corporation to collect and the Corporation shall collect any water rates rents or charges in respect of the eastern water undertaking or any part thereof or the scheduled area or any part thereof which may be due at the date of transfer (whether demanded or not). The Corporation shall pay over to the Company any portions of any water rates rents or charges in respect of the eastern water undertaking or any part thereof or the scheduled area or any part thereof which may be or may have been collected by the Corporation and which are attributable to any period subsequent to the date of transfer. If the Company receive any water rates rents or charges in respect of the eastern water undertaking or any part thereof or the scheduled area or any part thereof the amounts of which or any portions of the amounts of which are attributable to any period before the date of transfer the Company shall pay over such amounts or portions of amounts to the Corporation. Any apportionment required for the purposes of this clause shall be made.

14. Subject to this agreement being confirmed by Parliament under the Bill as hereinafter mentioned the Corporation shall not oppose the taking or abstracting by the Company of water from any lands within the scheduled area.

15. The Company shall make such amendments in the Bill and insert therein such clauses as may be necessary or reasonably required by the Corporation for the purpose of confirming this agreement and giving effect to the provisions thereof and for the purpose of including the scheduled area within the limits of water supply of the Company and excluding it from the limits of water supply of the Corporation and for ensuring that as from the date of transfer the Corporation shall cease to be under any obligations or liabilities by virtue of the provisions of sections 13 14 and 15 of the Bishop's Waltham Water Act 1913 (as applied to the Corporation by section 11 of the Southampton Corporation Water Act 1921) or any other obligation or liability within or in respect of the supply of water within the scheduled area and for ensuring that

1st Sch.  
—cont. nothing in section 45 (Prohibition against supply in bulk) of the Southampton Corporation Act 1931 shall invalidate or prejudice the provisions of clause 10 of this agreement or interfere with the carrying out of those provisions.

16. This agreement is subject to confirmation by Parliament under the Bill and to such alterations as may be made by Parliament therein but in the event of either House of Parliament making any material alteration in this agreement or in any provisions of the Bill (amended and extended as hereinbefore provided) relating to any matters referred to in this agreement either the Corporation or the Company may upon giving notice in writing to the other before the conclusion of the committee stage of the Bill in the House of Commons withdraw from the same and in such case or if the Bill shall not be passed this agreement shall be void and of no effect.

17. Any matter which under this agreement is to be determined by arbitration and any difference which may arise between the parties hereto as to the construction of this agreement or as to anything to be done or not to be done thereunder shall be referred to the arbitration of a single arbitrator who shall be agreed upon between the parties hereto or failing such agreement shall be appointed by the President of the Institution of Civil Engineers on the application of either of the said parties after notice in writing to the other party and save as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to such arbitration.

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#### THE SCHEDULE.

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THE AREA REFERRED TO IN RECITAL (i) TO THIS AGREEMENT.

(NOTE—The numbers of the enclosures and roads referred to in paragraph (c) of this schedule are those shown on the 1/2500 Ordnance map Hampshire (edition of 1909) sheets LVIII.11 and LVIII.15).

(a) The parish of Bishop's Waltham;

(b) So much of the parish of Upham as is included within the present limits for the supply of water by the Corporation; and

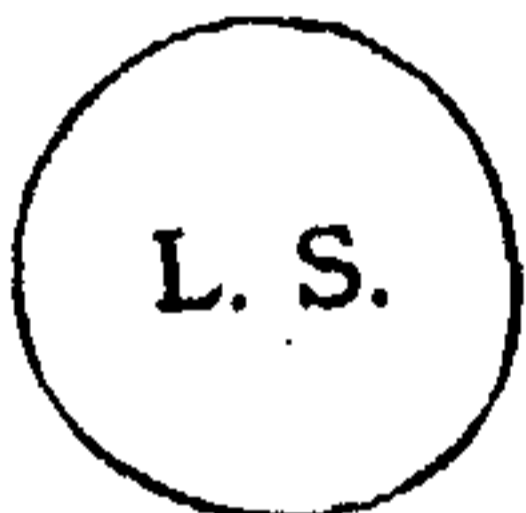
(c) So much of the parish of Durley as lies to the east and north of an imaginary line drawn from a point on the boundary between the parishes of Upham and Durley



coincident with the north-western corner of enclosure number 67 passing thence along the western boundary of that enclosure and continuing in a straight line in a south-south-westerly direction to the south-western corner of the enclosure number 66 thence in a straight line in a south-easterly direction to the northern corner of enclosure number 111 thence along the north-eastern boundary of that enclosure to Butchers Copse (enclosure number 110) thence in a straight line in a southerly direction to the northern corner of enclosure number 126 thence along the north-eastern boundary of that enclosure to its junction with the road from Durley to Durley Street thence in a straight line in a south-south-easterly direction to the junction of the roads numbered 176 and 196 thence in a straight line in an east-south-easterly direction to the south-eastern corner of enclosure number 178 thence along the northern boundaries of enclosures numbers 187 186 182 and 181 and terminating at the point at which a line in prolongation of the last-named boundary would meet the boundary between the parishes of Durley and Bishop's Waltham.

1st Sch.  
—cont.

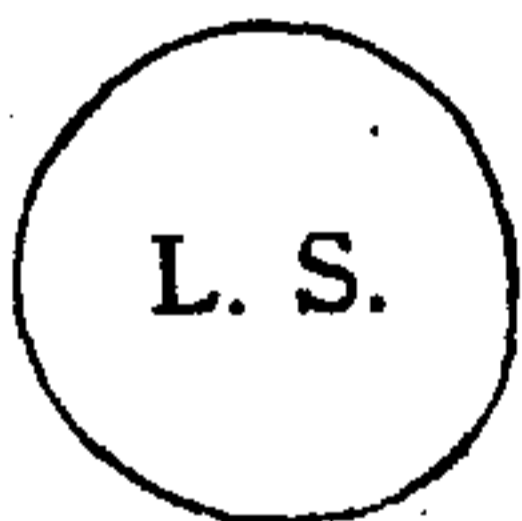
In witness whereof the Corporation have hereunto set their corporate seal and the Company have set their common seal the day and year first above written.



{ The corporate seal of the MAYOR  
ALDERMEN AND BURGESSES OF THE  
BOROUGH OF SOUTHAMPTON was  
hereunto affixed in the presence of—

ROBT. N. SINCLAIR Mayor.

R. RONALD H. MEGGESON Town Clerk.



{ The common seal of the GOSPORT  
WATERWORKS COMPANY was here-  
unto affixed in the presence of—

M. BURRELL

T. LLEWELLYN PUTTOCK

L. W. COBBETT Secretary.

} Directors.

## SECOND SCHEDULE.

## FORM OF TRANSFER OF EASTERN WATER UNDERTAKING.

Pursuant and subject to the provisions of the Gosport Water Act 1940 and the agreement set out in the First Schedule thereto and for the consideration mentioned in that agreement the receipt of which is hereby acknowledged by the mayor aldermen and burgesses of the borough of Southampton the said mayor aldermen and burgesses do hereby grant convey and assign to the Gosport Waterworks Company that part of the water undertaking property and assets of the said mayor aldermen and burgesses which is referred to in the said agreement as "the eastern water undertaking" To hold the same unto and to the use of the said company their successors and assigns. And the said company do hereby accept the same accordingly. In witness whereof the parties hereto have hereunto affixed their respective common seals the      day of

## THIRD SCHEDULE.

ENACTMENTS RELATING TO WATER UNDERTAKING OF  
SOUTHAMPTON CORPORATION EXCEPTED FROM REPEAL.

## Bishop's Waltham Water Act 1913—

Section 11 (Power to maintain and continue works and take waters);

Section 14 (Provisions where existing sources of supply affected);

Section 15 (For protection of mill and riparian owners);

The Third Schedule.

Bishop's Waltham Water Order 1894 confirmed by the  
Water Orders Confirmation Act 1894—

Section 22 (For protection of London and South Western Railway Company);

Section 23 (As to differences with railway and other companies).

## FOURTH SCHEDULE.

## DESCRIPTION OF ADDED LIMITS.

(NOTE—The numbers of the enclosures and roads referred to in paragraph (b) of this description are those shown on the 1/2500 Ordnance map Hampshire (edition of 1909) sheets LVIII.11 and LVIII.15.)

In the rural district of Droxford in the county of Southampton—

- (a) the parishes of Bishop's Waltham and Upham;  
and
- (b) so much of the parish of Durley as lies to the east and north of an imaginary line drawn from a point on the boundary between the parishes of Upham and Durley coincident with the north-western corner of enclosure number 67 thence along the western boundary of that enclosure and continuing in a straight line in a south-south-westerly direction to the south-western corner of enclosure number 66 thence in a straight line in a south-easterly direction to the northern corner of enclosure number 111 thence along the north-eastern boundary of that enclosure to Butchers Copse (enclosure number 110) thence in a straight line in a southerly direction to the northern corner of enclosure number 126 thence along the north-eastern boundary of that enclosure to its junction with the road from Durley to Durley Street thence in a straight line in a south-south-easterly direction to the junction of the roads numbered 176 and 196 thence in a straight line in an east-south-easterly direction to the south-eastern corner of enclosure number 178 thence along the northern boundaries of enclosures numbers 187 186 182 and 181 and terminating at the point at which a line in prolongation of the last-named boundary would meet the boundary between the parishes of Durley and Bishop's Waltham.

Ch. xxxi.

*Gosport Water  
Act, 1940.*

3 & 4 GEO. 6.

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