

I (c) / 104076 / 21.

Ministry of Health,

Whitehall, S.W.1.

18th. April, 1921.

Sir,

I am directed by the Minister of Health to forward to you the accompanying copies of reports on the following Bills of the present Session of Parliament:

Manchester Corporation (General Powers.)

South Leds Corporation

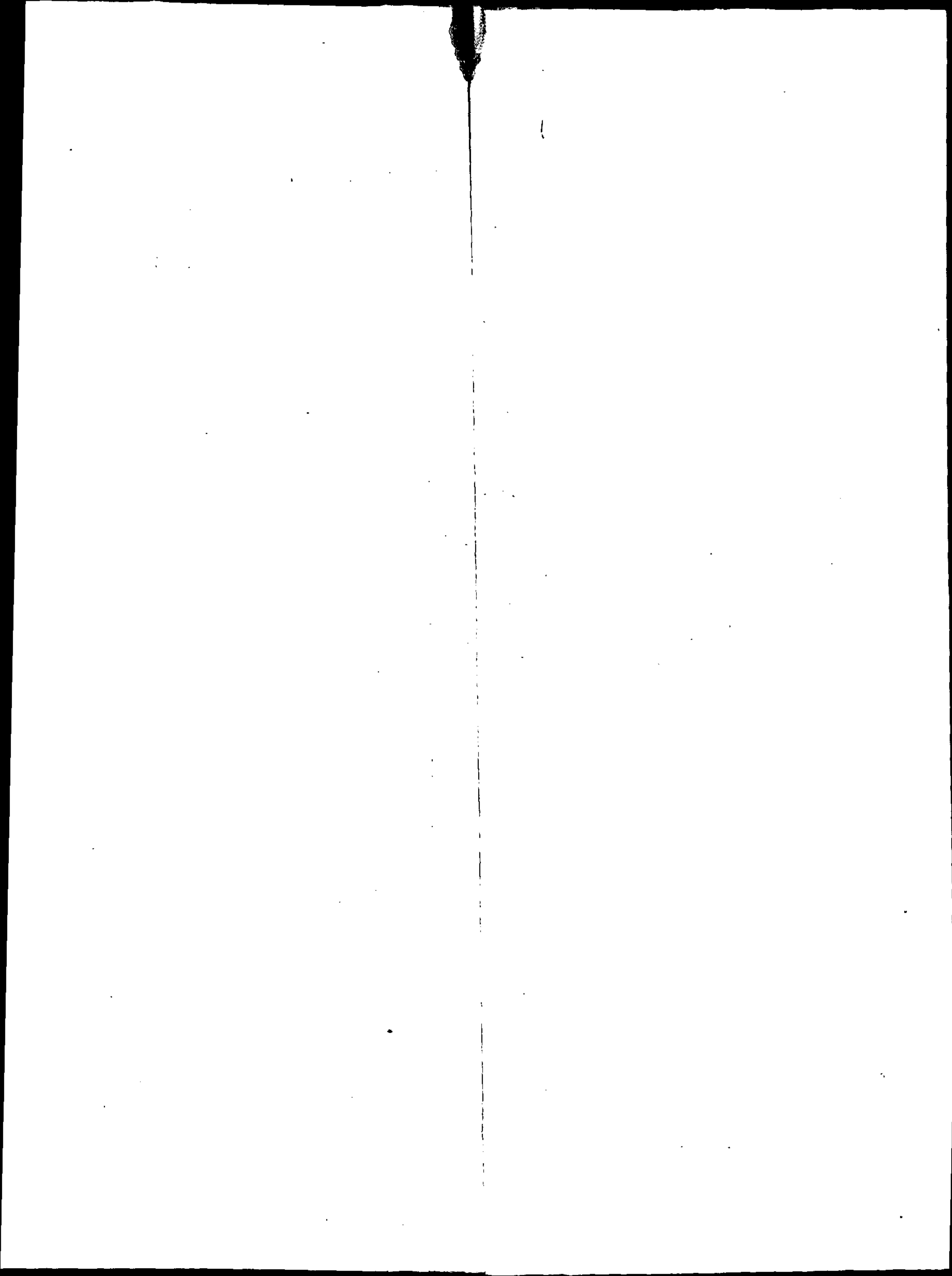
Yours faithfully,

Your obedient Servant,

F. J. Willis

Principal Assistant Secretary.

To The Clerk to the  
References on Private Bills,  
S. 72a. House of Commons.





### CHAPTER ci.

An Act to empower the Tendring Hundred Waterworks Company to construct additional waterworks; to extend their limits for the supply of water; to raise further capital; and for other purposes. [25th June 1886.] A.D. 1886.

WHEREAS by the Tendring Hundred Waterworks Act 1884 (in this Act called "the Act of 1884") the Tendring Hundred Waterworks Company (in this Act called "the Company") were incorporated and authorised to make and maintain waterworks in the county of Essex:

And whereas it is expedient that the limits for the supply of water by the Company should be extended so as to include the several parishes in that behalf mentioned in this Act and that the Company should be authorised to make and maintain the additional waterworks in this Act described and to raise further moneys:

And whereas the Company has not granted any mortgage or created or issued any debenture stock:

And whereas it is expedient to authorise the Company to sell or lease and any authority whose district is comprised within the limits of supply to acquire and hold so much of the waterworks as is or may be situated within their respective districts:

And whereas it is expedient to extend the time limited by the award recited in the Act of 1884 and by the sixth section of that Act for obtaining and providing a sufficient and permanent supply of water to the parishes of Dovercourt and Saint Nicholas Harwich and that the Act of 1884 should in other respects be amended:

And whereas plans and sections showing the lines and levels of the works authorised by this Act and also books of reference containing the names of the owners or reputed owners lessees or reputed 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 clerk of the peace for the county of Essex and are in this

**A.D. 1886.** Act referred to as the deposited plans sections and books of reference:

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

**1.** This Act may be cited as the Tendring Hundred Waterworks Act 1886.

Former Act  
and this Act to  
be construed  
as one Act.

**2.** Subject to the provisions of this Act the recited Act and this Act shall be read and construed as one Act.

Incorporation  
of Acts.

**3.** The clauses and 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:

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

The conversion of borrowed money into capital:

The consolidation of shares into stock:

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:

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 the Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883 (herein-after called "the Lands Clauses Acts") and the Waterworks Clauses Acts 1847 and 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

**4.** In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction 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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5. From and after the passing of this Act the limits defined by the Act of 1884 for the supply of water shall extend to and include the parishes of Lawford Tendring and Weeley in the county of Essex and the Company may for the purposes of such supply exercise within such extended limits the same powers as they are authorised to exercise within the limits defined in the Act of 1884 and the last proviso to section six of the Act of 1884 shall apply to the said parishes and to any local authority thereof or of any part thereof.

Extension of limits.

6. Subject to the provisions of this Act the Company may make and maintain in the situation and according to the lines and levels shown upon the deposited plans and sections the several works shown on those plans and sections and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose. The works herein-before referred to and authorised by this Act will be wholly situate in the county of Essex and are as follows:—

Power to make works shown on deposited plans.

(1) A well shaft and boring with engine and boiler-house pumping engines and other machinery and conveniences to be situated in the parish of Mistley in a certain yard or close of land near Mistley village belonging or reputed to belong to Robert Free and now occupied by or on behalf of the Company which yard or close of land adjoins the south side of the highway or main thoroughfare leading through the said village and also adjoins the upper malt house of the said Robert Free :

(2) A conduit or line of pipes commencing in the parish of Mistley at or in the well shaft and boring before described thence proceeding eastward and southward under the public roads through the parishes of Mistley and Bradfield to and terminating in the last-mentioned parish by a junction with the conduits numbered 4 and 5 in and authorised by the Act of 1884 at or near the commencement of those conduits as shown on the deposited plans referred to in the said Act.

7. The Company may upon lands acquired by or belonging to them from time to time make and maintain all necessary and convenient fences adits borings wells tanks sluices channels conduits pipes and other conveniences and appliances in connexion with the waterworks authorised by this Act.

Power to make incidental works.

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Lateral and  
vertical  
deviations.

**8.** Subject to the other provisions of this Act in executing the works shown on the deposited plans the Company may deviate laterally from the lines thereof to any extent within the limits of deviation shown thereon and vertically from the levels thereof shown on the deposited sections to any extent not exceeding five feet save where a greater vertical deviation is necessary for avoiding interference with any sewer water main gas main or other work and then with the consent of the Board of Trade to such an extent as is necessary for avoiding interference therewith making compensation in the manner prescribed by the Lands Clauses Acts to all persons injuriously affected by the exercise of the powers of this section.

General  
powers of  
maintenance  
&c. of water-  
works.

**9.** Subject to the provisions of this Act the Company may maintain manage regulate work and use the waterworks from time to time constructed by them under the authority of this Act and may from time to time enlarge extend renew alter add to or discontinue the same or any of their buildings wells pumping stations mains pipes works and conveniences when and as they find it expedient so to do.

Power to  
grant ease-  
ments &c.

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

Certain pro-  
visions of  
Act of 1884  
to apply  
to lands to  
be acquired  
and works  
executed  
under this  
Act.

**11.** The following sections of the Act of 1884 that is to say section forty-four (for protection of the Great Eastern Railway Company) and section forty-five (differences with railway and other companies) shall extend and apply to the lands to be acquired works to be executed and pipes to be laid down under the authority of this Act as if those sections were respectively repeated in or incorporated with this Act.

Restrictions  
as to displac-  
ing persons  
belonging to  
labouring  
class.

**12.** The Company shall not under the powers of this Act without the consent of the Local Government Board purchase or acquire in any city borough or other urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers:

For the purposes of this section the expression "labouring class" includes mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages 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 such persons who may be residing with them.

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**13.** The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Powers for compulsory purchase limited.

**14.** The works by this Act authorised shall be completed within five years after the passing of this Act and on the expiration of that period the powers by this Act granted to the Company for making the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Period for completion of works.

**15.** The Company may apply to the purposes of this Act to which capital is properly applicable any money which they have raised or are authorised to raise under the Act of 1884 and not thereby made applicable for any special purpose or if so made applicable not required for that purpose.

Application of funds.

**16.** The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise any additional capital not exceeding in the whole twenty thousand pounds by the issue of new shares of which twelve thousand pounds shall be added to and form part of the Class A shares authorised by the Act of 1884 and the remaining eight thousand pounds shall be added to and form part of the Class B shares authorised by that Act but the Company shall not issue any share of less nominal value than ten pounds nor shall any share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Power to raise additional capital.

**17.** Except as by this Act otherwise provided the capital in new shares created by the Company under this Act and the new shares therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares were shares in that capital:

Except as otherwise provided new shares to be subject to the same incidents as other shares

The capital in new shares so created shall form part of the capital of the Company.

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Limiting  
profits on  
capital.

**18.** Subject to the provisions of section ten of the Act of 1884 with respect to the payment of dividends on Class A shares and Class B shares respectively the Company shall not in any one year make out of their profits any larger dividend on their capital by the Act of 1884 and this Act authorised than eight pounds in respect of every one hundred pounds actually paid up of such capital whether in Class A shares or Class B shares or in both classes.

Power to  
borrow.

**19.** The Company may in respect of the additional capital of twenty thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole five thousand pounds but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one half of such capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such capital have been issued and accepted and that one half of such capital has been paid up and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and the Company have proved to such justice as aforesaid before he so certifies that such shares were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Debenture  
stock.

**20.** The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 and of section eighteen of the Act of 1884.

As to con-  
version of  
borrowed  
money into  
capital.

**21.** The Company shall not have power to raise the money by this Act authorised to be borrowed on mortgage or by the issue of debenture stock or any part thereof by the creation of shares or stock instead of borrowing or to convert into capital any money borrowed under the provisions of this Act unless in either case all dividends upon the shares or stock whether ordinary or preferential are limited to a rate not exceeding five pounds per centum per annum.

Application  
of moneys  
raised under  
this Act.

**22.** All moneys raised under this Act shall be applied only for the purposes of this Act and of the Act of 1884 to which capital is properly applicable.



**23.** The time limited by the Act of 1884 and the award therein recited for obtaining and providing a supply of water as therein mentioned to the parishes of Dovercourt and Saint Nicholas Harwich is hereby extended and enlarged to the seventh day of August one thousand eight hundred and eighty-seven being three years from the passing of the Act of 1884.

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Extension of  
time for pro-  
viding a sup-  
ply of water  
to Dover-  
court and  
Harwich.

**24.** Section forty of the Act of 1884 with respect to the purchase of the existing waterworks at Harwich and Dovercourt and the existing water and gas works at Walton-on-the-Naze is hereby repealed and the following provisions shall be substituted (that is to say) :—

Repeal of  
section forty  
of Act of  
1884.

The Company shall if and when required by them respectively purchase from the Walton-on-the-Naze Gas and Water Company Limited and from Peter Schuyler Bruff his executors administrators or assigns and the said Limited Company and Peter Schuyler Bruff his executors administrators or assigns may sell and transfer to the Company their and each of their undertakings waterworks gasworks mains pipes lands waters sources of water agreements rights and privileges plant stores works and conveniences at Walton-on-the-Naze and at Harwich and Dovercourt upon such terms and conditions pecuniary and otherwise as may be agreed upon between the Company and the said Limited Company and Peter Schuyler Bruff respectively or settled by an arbitrator to be mutually chosen by them or in case of difference to be appointed by the President for the time being of the Institution of Civil Engineers.

Power to  
purchase  
waterworks  
and gas-  
works at  
Walton-on-  
the-Naze and  
Harwich and  
Dovercourt.

**25.** If any local authority as defined by the Public Health Act 1875 whose district or part of whose district is within the Company's limits of supply with the sanction of the Local Government Board agree with the Company for the purchase or lease of so much of the undertaking property rights powers and privileges of the Company as is situated within and relate to the district or part of the district of any such local authority or for a supply of water in bulk the Company may sell or lease by deed of conveyance or lease respectively duly stamped or agree to afford such supply and any such local authority may acquire so much of the undertaking property rights powers and privileges of the Company as aforesaid for such price or rent and upon such terms and conditions as may be agreed on between the Company and the local authority Provided that from and after such sale or lease the portion of the undertaking so purchased or leased and all the property rights powers and privileges of the Company in respect thereof except any agreement to supply water in bulk as aforesaid shall be vested in or held by and enjoyed and exercised by the said local authority :

Power to  
sanitary  
authority to  
purchase or  
lease portion  
of under-  
taking.

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Any purchase of a portion of the undertaking of the Company by a local authority shall be deemed to be made under section fifty-one of the Public Health Act 1875:

Any such local authority may for the purposes of such purchase or lease exercise all the powers of borrowing which they possess under the Public Health Act 1875 as if such purposes were purposes under that Act and all provisions for repayment of money formation of sinking fund and audit shall apply as if it were a case of expenditure by the local authority under the same Act.

Confirming  
agreement in  
schedule.

**26.** The agreement dated the eighteenth day of May one thousand eight hundred and eighty-six made between Robert Free of Mitley of the one part and Peter Schuyler Bruff on behalf of the Company of the other part set forth in the schedule to this Act shall be and the same is hereby made binding and obligatory on the said Robert Free and the Company respectively and may and shall be carried into effect accordingly.

Expenses of  
Act.

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

The SCHEDULE referred to in the foregoing Act.

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ARTICLES OF AGREEMENT made the eighteenth day of May one thousand eight hundred and eighty-six between Robert Free of Mistley in the county of Essex maltster (herein-after called "the vendor") of the one part and Peter Schuyler Bruff of Ipswich in the county of Suffolk civil engineer (herein-after called "the purchaser") for and on behalf of himself and the Tendring Hundred Waterworks Company of the other part Whereas the vendor is owner in fee simple in possession free from incumbrances of certain lands and hereditaments situate at Mistley aforesaid and more particularly shown and described in the plan herein-after referred to (and signed for the purpose of identification by the said Robert Free and Peter Schuyler Bruff) and thereon coloured with a margin of pink And whereas by the Tendring Hundred Waterworks Act 1884 the purchaser and divers other persons have been incorporated into a company by the name of the Tendring Hundred Waterworks Company for the purpose of supplying water to Walton-on-the-Naze Harwich Dovercourt and other places in the Tendring Hundred in the said county of Essex and for other purposes And whereas certain borings and sinkings for water have been made on part of the said piece of land coloured with a margin of pink on the said plan which have proved the existence of large quantities of water thereunder but the quantity of the water supply procurable from the said piece of land is at present uncertain and is about to be tested by the purchaser before the twenty-sixth day of October next And whereas the vendor requires for the purposes of certain high level malting and saccharine works carried on by him and others on land adjoining the said piece of land and also for a supply of water for the purposes of the Mistley Railway Station and for his own domestic use a water supply as herein-after provided And whereas it is at present uncertain whether the Great Eastern Railway Company will take the water supply for their premises at Parkeston in the said county of Essex from or independently of the said Waterworks Company And whereas for the purpose of enabling the purchaser and the said Waterworks Company to obtain a sufficient supply of water for the purpose of their undertaking the vendor hath agreed to sell to the purchaser the said piece of land coloured with a margin of pink in the said plan together with the rights and easements herein-after mentioned at the sum and under and subject to the covenants conditions stipulations and agreements herein-after specified and contained And whereas the purchaser has already paid to the vendor the sum of 500*l.* in part payment of the purchase money for the said piece of land and has taken possession of the same and proceeded with the works and buildings thereon for the purpose of obtaining and distributing a supply of water as aforesaid Now it is hereby agreed between the said parties hereto as follows:—

1. The vendor shall sell and the purchaser shall purchase the inheritance in fee simple in possession free from land tax and tithe rentcharge and from all incumbrances of the said piece of land coloured with a margin of pink in the

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said plan the particulars whereof are contained in the schedule hereto together with the rights and easements mentioned in the same schedule and the appurtenances to the same premises belonging for the sum of 2,500*l.* subject to reduction as next herein-after provided. Provided that if when tested by the purchaser at any time to be fixed by him before the said twenty-sixth day of October next during a continuous working of seven days of twenty-four hours the quantity of water procurable from the said piece of land either by means of the existing bore and well or by any additional bore and well or bores and wells existing at the time of such test shall be less than three hundred thousand gallons per day of twenty-four hours for such sustained period the said purchase money shall be reduced to 2,250*l.* or if by reason of the decision of the Great Eastern Railway Company not to take their water supply at Parkeston Quay from the said Waterworks Company and no other outlet for such quantity as the said company might otherwise take shall be found at Parkeston village or adjacent thereto within the limits of the said Water Company's supply then the said purchase money shall be reduced by such sum as shall be mutually agreed or in default of agreement be settled by arbitration as herein-after provided. Provided nevertheless that at any time hereafter if the said Waterworks Company shall find that the said water supply should amount to three hundred thousand gallons per day of twenty-four hours during a sustained period of seven days then the said Company shall refund to the said vendor the said sum of 250*l.*

2. The said purchase money shall be made up and payable as follows namely 500*l.* already paid as herein-before mentioned and upon the completion of the purchase 500*l.* in cash 500*l.* in A shares and 1,000*l.* in debentures of the aggregate nominal amount of 1,000*l.* of the said Waterworks Company bearing 4*l.* per cent. interest and not redeemable for ten years and in the event of the purchase money of 2,500*l.* being reduced as aforesaid the same shall take effect by reducing the cash shares and debentures in equal proportions.

3. So long as the purchaser or the said Waterworks Company shall pump water from the said piece of land the purchaser and the said Waterworks Company shall supply the vendor and his assigns and deliver to him or them free of expense at his or their adjoining malting and saccharine works and for any extensions thereof or to or for any other buildings that may hereafter be erected on the site thereof either for the same or other purposes and also for a supply of water for the purposes of the Mistley Railway Station and for the domestic supply of the vendor or his assigns at his present residence with such a quantity of water as he or they may require not exceeding forty-eight thousand gallons of water during every twenty-four hours excepting on Sundays and statutory holidays and also during such times as may be reasonably required for ordinary repairs and alterations and in case of accident to any of the machinery or plant of the said Company all reasonable precautions being taken by the said Company to guard against delay of supply under such circumstances. And if the supply of water procurable by all reasonable means and with all due diligence from the said piece of land shall at any time from any unavoidable cause or accident fall below three hundred thousand gallons per day then in proportion only to the amount of such less number of gallons it being the intention of the parties hereto that the said Robert Free and his assigns shall have a first charge or claim on the water drawn from the said land to the extent aforesaid. Should it happen

at any time that no water is raised from the said land and supplied as aforesaid by the purchaser or the Company for the use of the said Robert Free or his assigns then it shall be lawful for him or them to enter thereon and raise for his or their own purposes by the pumps and appliances now used by him for such purposes and which are to remain as they at present exist but subject to any alteration thereof as to position or otherwise as the purchaser or the said Waterworks Company may deem needful but so that the efficiency thereof is in no way impaired.

4. The purchase shall be completed at the offices of Messrs. Philbrick and Free No. 40 New Broad Street in the city of London (the vendors' solicitors) on the twenty-sixth day of October next before which time the purchaser shall obtain the decision of the said railway company as to whether they will take any supply of water from the Company and if they should elect not to do so then the arbitration before provided shall be so proceeded with by both parties as to permit of the price being finally ascertained to admit of completion at the date above fixed all outgoings up to the twenty-sixth day of October next being cleared by the vendor. If from any cause whatever other than the default of the vendor the purchase shall not be completed on the twenty-sixth day of October next the purchaser shall pay to the vendor interest on 2,000*l.* or such reduced sum as aforesaid the residue of the purchase money after the rate of 4*l.* 10*s.* per cent. per annum from the twenty-ninth day of September one thousand eight hundred and eighty-five until the actual completion of the purchase but if from any cause whatever the said Waterworks Company shall be unable on or before the twenty-fifth day of April one thousand eight hundred and eighty-seven to issue their debentures the said Peter Schuyler Bruff shall on such twenty-fifth day of April one thousand eight hundred and eighty-seven pay the said Robert Free the sum of 1,000*l.* in cash in lieu of such 1,000*l.* debentures.

5. The vendor shall on or before the first day of June next deliver to the purchaser or his solicitors an abstract of title to the said premises such abstract to commence with an indenture dated the twenty-second day of November one thousand eight hundred and seventy-nine and the purchaser shall not require the production of or investigate or make any objection or requisition in respect of the prior title whether referred to in any abstracted document or not.

6. The production and inspection of all deeds and other documents not in the possession of the vendor and the procuring and making of all certificates attested official or other copies of or extracts from any records registers deeds wills or other documents and of all declarations and other evidence whatsoever not in the possession of the vendor which may be required by the purchaser for the purpose of verifying the abstract or for any other purpose shall be at the expense of the purchaser who shall also bear the expense of all searches inquiries and journeys which may be required for the above purposes or any of them.

7. All objections and requisitions in respect of the title whether appearing on the abstract or in this agreement shall be stated in writing and sent to the office of the said Messrs. Philbrick and Free within twenty-one days from the delivery of the abstract and all objections and requisitions not sent within that time shall be considered to be waived.

8. On payment of the purchase money at the times and in manner aforesaid the vendor and all other necessary parties if any shall make and execute to the

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purchaser or as he shall direct a proper assurance of the premises such assurance to be prepared by and at the expense of the purchaser and to be left by him at the office aforesaid for execution by the vendor and other necessary conveying parties if any.

9. Such of the muniments of title as relate to other property of the vendor as well as to the premises hereby agreed to be sold shall be retained by him and he shall enter into the usual covenant with the purchaser for production and furnishing copies of the same or the proper statutory acknowledgment and undertaking for safe custody the deed containing such covenant or acknowledgment and undertaking to be prepared by and at the expense of the purchaser.

10. The said piece of land is sold subject to existing rights and easements of a culvert under the same containing steam and water pipes of the vendor and also a public conduit as shown on the plan. It is believed to be correctly described in the schedule hereto but if any error or misstatement shall be found in such description the same shall not annul the sale but compensation shall be made in respect thereof the amount of such compensation to be ascertained by two indifferent persons one to be appointed by each party and in case of the disagreement of such referees by their umpire whose decision shall be final or if either party shall fail to appoint a referee for the space of ten days after notice in writing shall have been given to him by the other party so to do the referee appointed by the other party may make a final decision alone.

11. Notwithstanding that the vendor has already given possession of the said land and premises to the purchaser for the purpose of his well sinking borings and the putting up of erections or buildings necessary to be put upon the said land by the purchaser the vendor shall not in any way have his present supply of water to the said malting and saccharine works in any way stopped or interfered with or the existing culvert for steam pipes from the boilers to the said malting works removed or injured all rights being reserved to the vendor of maintaining such culvert. The steam pump and any fittings or machinery connected therewith which is at present in on or under the said piece of land shall not be included in the present purchase but shall be removed by the vendor at his expense.

12. Any buildings erected by the purchaser or the said Waterworks Company upon the said piece of land shall be built in a similar style of architecture so far as the nature of such buildings will permit to the buildings of the vendor now standing on other land belonging to the vendor adjoining the said piece of land hereby agreed to be sold to the purchaser.

13. The vendor shall not at any time hereafter make any borings or sinkings for water upon any of the land now belonging or hereafter to belong to him between the main road and the railway line and adjacent to the said land now sold to the purchaser.

4. If at any time hereafter any difference shall arise between the said parties or their assigns or between one of them and the executors or administrators of the other of them or between their respective executors or administrators in regard to the construction of any of the articles herein contained or to the amount of purchase-money payable hereunder or to any act or thing to be made or done in pursuance hereof or to any other matter or thing relating to the said

purchase such difference shall be forthwith referred to two arbitrators one to be appointed by each party in difference or to an umpire to be chosen by the arbitrators before entering upon the consideration of the matters referred to them and every such reference shall be deemed an arbitration within the Common Law Procedure Act 1854 and be subject to the provisions as to arbitration contained in the said Act. In witness whereof the said parties hereto have hereunto set their hands the day and year first above written.

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The **SCHEDULE** herein-before referred to.

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All that piece or parcel of land forming part of a larger piece or parcel of land belonging to the vendor situate at Mistley in the county of Essex fronting on the northern side thereof to the highway road from Manningtree to Harwich and in width on such frontage sixty-three feet or thereabouts and adjoining to lands belonging to the vendor on the southern side thereof forty-one feet or thereabouts and on the eastern side thereof to lands belonging to the vendor in part jointly with others one hundred and seventy-two feet six inches or thereabouts and on the western side thereof to other land belonging to the vendor one hundred and seventy-one feet or thereabouts and containing in the whole thirty-five rods or thereabouts and which said piece of land is more particularly delineated on the plan annexed hereto and therein coloured with a margin of pink together with a right of user in common with the vendor or other the owners or occupiers for the time being of the other land and premises belonging to the vendor and shown in the said plan situate to the west of the said piece of land hereby agreed to be sold of the roadway with combined tramway leading from the said highway along and adjoining the western side of the said piece of land for a distance of ninety-six feet or thereabouts from the said highway also of the roadway with combined tramway leading from the said highway along and adjoining the western side of the said piece of land for a distance of ninety-six feet or thereabouts from the said highway the vendor undertaking to put and keep the same in proper repair and also a right of user free of expense in common with the vendor and others now having the right to use the same of the railway siding shown in the said plan from its termination near the said highway to its junction with the Great Eastern Company's railway sidings in their station yard including the turnout at the southern end of turntables at such junction shown in the said plan.

ROBERT FREE.  
PETER S. BRUFF.

Signed by the said Robert Free and Peter S. Bruff  
in the presence of

CHARLES MEAKIN

Clerk with Messrs. PHILBRICK & FREE Solicitors  
40 New Broad Street in the City of London.

