



CHAPTER cvi.

An Act for dissolving the Limpsfield and Oxted Water Company (Limited) for re-incorporating the proprietors therein with others and for conferring powers on the Company so to be incorporated and for other purposes.

A.D. 1888.

[24th July 1888.]

WHEREAS in the year one thousand eight hundred and eighty-six certain persons formed themselves into a water company under the name of the Limpsfield and Oxted Water Company (Limited) hereinafter referred to as "the Limited Company" for the purpose of supplying with water Limpsfield Oxted and other places in the county of Surrey and elsewhere to purchase lease and otherwise acquire lands for the purposes of the Company and generally for carrying on the business usually carried on by water companies and such Company was duly registered under the Companies Acts 1862 to 1883 :

And whereas the present capital of the Limited Company is four thousand five hundred pounds in nine hundred shares of five pounds each seven hundred and fifty-two of which shares have been issued and are except as to six of such shares fully paid up :

And whereas the Limited Company have borrowed and now owe one thousand five hundred pounds secured as to one thousand pounds by mortgage and as to five hundred pounds by note of hand or personal memorandum :

And whereas the parishes which the Limited Company have supplied with water have derived great benefit from the water supplied by the Limited Company and inasmuch as the demand for water has increased and is increasing it is expedient that the Limited Company be dissolved and the proprietors therein with others be re-incorporated by this Act and that the Company so re-incorporated hereinafter referred to as "the Company" be empowered to construct additional waterworks to raise additional capital and to supply water within the limits in the manner and subject to the conditions by this Act prescribed :

A.D. 1888.

And whereas the Limited Company own waterworks in the parish of Limpsfield some of which waterworks are situate on commonable lands held by them on grant from the lord of the manor of Limpsfield and the homage and it is expedient that the Company have power to purchase compulsorily the fee-simple of such lands :

And whereas it is expedient that the agreement set forth in the schedule to this Act should be confirmed :

And whereas plans and sections showing the lines and levels of the works authorised by this Act and also plans of the lands required and which may be taken under the powers of this Act for the purposes of the works by this Act authorised and of the lands now held on grant by the Limited Company as aforesaid the fee-simple whereof may be purchased compulsorily by the Company under the powers of this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands respectively were duly deposited with the respective clerks of the peace for the counties of Surrey and Kent and are hereinafter respectively referred to as the deposited plans sections and books of reference :

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

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

Short title.

1. This Act may be cited as the Limpsfield and Oxted Water Act 1888.

Incorporation of general Acts.

2. The Companies Clauses Consolidation Act 1845 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 the Lands Clauses Consolidation Acts 1845 1860 and 1869 (as amended by the Commonable Rights Compensation Act 1882 and the Lands Clauses (Umpire) Act 1883) and the Waterworks Clauses Acts 1847 and 1863 except the words in section 44 of the former Act "with the consent in writing of the owner or reputed owner of any such house or the agent of such owner" so far as they are applicable to the purposes of and are not varied by or inconsistent with this Act are hereby incorporated with and form part of this Act.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or in part incorporated herewith have the same respective meanings unless there be something in the

subject or context repugnant to such construction the expression "the Company" means the Company incorporated by this Act the expressions "the undertaking" "the works" and "the waterworks" respectively mean and include the waterworks and works connected therewith by this Act vested in or authorised to be made or maintained by the Company and any improvements thereof which they may construct under the powers of this Act and the lands buildings estate right title property privileges effects and undertaking of the Company and every part thereof respectively 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 in any Act wholly or in part 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 contract or demand created by statute.

4. The limits of this Act for the supply of water hereinafter referred to as "the limits of this Act" shall be the parishes of Limpsfield Oxted Titsey and Tatsfield in the county of Surrey and Edenbridge and the portion of the parish of Westerham lying to the south of an imaginary straight line drawn from the southern end of the pond numbered 472 on the Ordnance map (scale $\frac{1}{2500}$) of the said parish to the point of the western boundary of the said parish where the footpath intersects it near "Rooks' Nest" at the southern end of the field numbered 473 on the Ordnance map (scale $\frac{1}{2500}$) of the said parish in the county of Kent Provided that if the district of any local authority so far as the same is by this section included within the limits of this Act be not adequately supplied with water by the Company within three years after the period fixed by this Act for the completion of the works by this Act authorised the restriction on the construction of waterworks by a local authority contained in section 52 of the Public Health Act 1875 shall not apply to or be binding on such local authority in respect of the Company in the case of such local authority desiring to construct waterworks within such part of their district.

5. From and after the passing of this Act the Limited Company shall be dissolved and the several persons and corporations who immediately before the passing of this Act were members of that Company and all other persons and corporations who have already subscribed to or who shall hereafter become proprietors in the undertaking of the Company and their executors administrators successors and assigns respectively shall be and are hereby united into a Company for the purpose of maintaining and constructing waterworks and supplying water within the limits of this Act and for carrying on the business usually carried on by water companies and

A.D. 1888.

Limits of Act.

Dissolution of Limited Company and incorporation of Company.

A.D. 1888. — for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of the “Limpsfield and Oxted Water Company” and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Present property of Limited Company vested in Company incorporated by this Act.

6. Subject to the provisions of this Act all the lands waterworks reservoirs aqueducts conduits erections buildings rights and easements which immediately before the passing of this Act were vested in the Limited Company or any person in trust for them or to which the Limited Company were in anywise entitled and all mains and pipes plant hydrants engines plugs meters apparatus stock effects matters and things which have been by them purchased provided laid down erected or placed in any place or house within the limits of this Act or which immediately before the passing of this Act were the property of the Limited Company and all moneys securities credits effects and other property whatsoever which immediately before the passing of this Act belonged to the Limited Company or to any trustee on their behalf and the benefit of all contracts and engagements entered into by or on behalf of the Limited Company and immediately before the passing of this Act in force shall be and the same are hereby vested in the Company to the same extent and for the same estate and interest as the same were previously to the passing of this Act vested in the Limited Company or any trustee on their behalf and may according to the provisions of this Act be held and enjoyed sued for and recovered maintained altered discontinued removed dealt with and disposed of by the Company as they think fit.

Memorandum and articles of association of the Limited Company to be void without prejudice to remedies for antecedent breaches thereof.

7. Subject to the provisions of this Act the memorandum and articles of association of the Limited Company shall as to any prospective operation thereof be wholly void and the Company and the shareholders shall be exempted from all the provisions restrictions and requirements of any Act which applied to the Limited Company and the members thereof as such but nothing in this Act contained shall release or discharge any person from any liability or obligation in respect of any breach of the provisions of the said memorandum or articles of association incurred before the passing of this Act but such liability or obligation in respect of any such breach shall continue and save as in this Act otherwise provided may be enforced by or on behalf of the Company as nearly as may be in like manner as the same might have been enforced by or on behalf of the Limited Company if this Act had not been passed.

8. Except as is by this Act otherwise expressly provided everything before the passing of this Act done or suffered by or with reference to the Limited Company or the members thereof as such shall be as valid as if the Company had not been incorporated and the said memorandum and articles of association had not been avoided by this Act and such incorporation and avoidance and this Act respectively shall accordingly be subject and without prejudice to everything so done or suffered and to all rights liabilities claims and demands both present and future which if the Company were not incorporated and the said memorandum and articles of association were not avoided by this Act and this Act were not passed would be incident to or consequent on any and everything so done or suffered and with respect to all such rights liabilities claims and demands the Company and its shareholders and property shall to all intents and purposes represent the Limited Company and the members thereof as such and the property of the Limited Company as the case may be and the generality of this enactment shall not be restricted by any of the other clauses and provisions of this Act.

A.D. 1888.

Nothing to affect previous rights and liabilities.

9. Except as is by this Act otherwise specially provided all purchases sales conveyances grants assurances deeds contracts bonds and agreements including the indenture made the seventeenth day of December 1886 between the Godstone District Highway Board of the one part and the Limited Company of the other part entered into or made before the passing of this Act by to or with the Limited Company or any trustees or persons acting on behalf of the Limited Company or by to or with any other person to whose rights and liabilities they have succeeded and now in force shall be as binding and of as full force and effect in every respect against or in favour of the Company and may be enforced as fully and effectually as if instead of the Limited Company or the trustees or persons acting on behalf of the Limited Company the Company had been a party thereto.

Contracts prior to Act to be binding.

10. Nothing in this Act contained shall release discharge or suspend any action suit or other proceeding at law or in equity which was pending by or against the Limited Company or any member thereof in relation to the affairs of the Limited Company or to which the Limited Company or any member thereof in relation to such affairs were parties immediately before the passing of this Act but such action suit or other proceeding may be maintained prosecuted or continued by or in favour of or against the Company (as the case may be) in the same manner and as effectually and advantageously as the same might have been maintained prosecuted or continued by or in favour of or against the Limited Company or any member thereof if this Act had not been passed the Company and the share-

Actions &c. not to abate.

A.D. 1888. — holders therein being in reference to the matters aforesaid in all respects substituted for the Limited Company and its members respectively.

Trustees &c.
of Limited
Company to
be indemni-
fied.

11. Every trustee or other person in whom or in whose name any lands works buildings easements rights property or effects belonging to the Limited Company were vested immediately before the passing of this Act and who (being authorised so to do) entered into any bond covenant contract or engagement in respect of the same or otherwise on behalf of the Limited Company shall be indemnified out of the funds and property of the Company against all liability (including costs charges and expenses) which he may sustain or incur or be put unto by reason of his having entered into such bond covenant contract or engagement.

Company to
satisfy lia-
bilities of
Limited
Company.

12. From and after the passing of this Act and except as is by this Act otherwise expressly provided the Company shall in all respects be subject to and shall discharge all obligations and liabilities to which the Limited Company immediately before the passing of this Act were subject and shall indemnify the members directors officers and servants of the Limited Company and their respective representatives from all such obligations and liabilities and from all expenses and costs in that behalf.

Recovery of
water rates
&c.

13. All water rates and rents and sums of money which immediately before the passing of this Act were due or accruing to the Limited Company shall be payable to and may be collected and recovered by the Company in like manner as if they had become payable for the like matters supplied or done under this Act.

As to pay-
ment of debts
owing before
passing of
Act.

14. All persons who immediately before the passing of this Act owed any money to the Limited Company or to any person on their behalf shall pay the same with all interest (if any) due or accruing upon the same to the Company and all debts and moneys which immediately before the passing of this Act were due or recoverable from the Limited Company or for the payment of which the Limited Company were or but for this Act would be liable shall be paid with all interest (if any) due or accruing upon the same by or be recoverable from the Company.

Certificates
&c. to remain
in force.

15. Notwithstanding the avoidance of the said memorandum and articles of association all certificates (until cancelled under the powers of this Act) sales transfers and dispositions heretofore made or executed under them for and with respect to any shares in the Limited Company shall remain in full force and continue and be available in all respects as if they had not been avoided.

Books &c.
continued
evidence.

16. All documents books and writings which if the said dissolution and avoidance had not taken place would have been

receivable in evidence shall be admitted as evidence in all courts of law and equity and elsewhere notwithstanding such dissolution and avoidance. A.D. 1838.

17. All officers and servants of the Limited Company who were in office immediately before the passing of this Act shall hold and enjoy their respective offices and employments together with the salaries and emoluments thereunto annexed until they shall resign the same or be removed therefrom by the Company and shall be subject and liable to the like conditions obligations pains and penalties and to the like powers of removal and to the like rules restrictions and regulations in all respects whatsoever as if they had been appointed under this Act. Officers to continue until removed.

18. The books kept by the Limited Company for entering the names and designations of the members thereof with the numbers of their shares and the proper distinguishing number of each share shall and may continue to be kept for the same purpose by the Company and shall until some other register of shareholders shall be provided by the Company be taken and considered as the register of shareholders required to be kept by the Companies Clauses Consolidation Act 1845. Present registers of members to be continued.

19. The capital of the Company shall be fourteen thousand five hundred pounds whereof four thousand five hundred pounds is in this Act called the original capital and ten thousand pounds is in this Act called the additional capital and shall be raised in manner hereinafter mentioned and the original capital shall be divided into four hundred and fifty shares of ten pounds each which shares are in this Act called "the old shares" and the Company may convert into stock the whole or any part of their original or additional capital when fully paid up. Capital.

20. The seven hundred and fifty-two old shares of five pounds each already issued shall be called old A shares and shall be vested in the several persons who immediately before the passing of this Act were the registered members of the Limited Company in the proportions of one share in the Company for two shares in the Limited Company and every share so vested shall be subject and liable to the same trusts powers provisions declarations agreements charges liens and incumbrances as immediately before the passing of this Act affected the shares for which the same is substituted and every deed or other instrument or any testamentary or other disposition shall take effect with respect to the whole or a proportionate number of the substituted shares as the case may be of or affecting the same. Vesting of old shares already issued in present shareholders.

A.D. 1888.

Company shall call in and cancel existing share certificates and issue new certificates in lieu thereof.

21. The Company shall call in and cancel the existing certificates of shares in the Limited Company and issue in lieu thereof certificates in the form and under the conditions prescribed by the Companies Clauses Consolidation Act 1845 but the holders of such existing certificates of shares shall not be entitled to any certificates of proprietorship under this Act until they shall have delivered up to the Company to be cancelled the certificates of proprietorship issued to them before the passing of this Act or shall have proved to the reasonable satisfaction of the directors the loss or destruction thereof.

Issue of remainder of old shares as balance of original capital.

22. The Company may from time to time in respect of the one hundred and forty-eight shares of five pounds each in the Limited Company remaining unissued at the time of the passing of this Act create and issue seventy-four shares of ten pounds each to be called old B shares as the balance of the said original capital of four thousand five hundred pounds either as ordinary shares or stock or preference shares or stock or wholly or partially by one or more of those modes respectively but the Company shall not issue any such old share of less nominal value than ten pounds nor shall any such old share or stock 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 old share or stock shall have been paid in respect thereof.

Power to Company to raise additional capital.

23. The Company may from time to time raise additional capital not exceeding in the whole ten thousand pounds by the creation and issue of new ordinary shares or stock or new preference shares or stock or wholly or partially by one or more of those modes respectively but the Company shall not issue any share of less nominal value than ten pounds nor shall any such share or stock 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 or stock shall have been paid in respect thereof.

Profits of the Company limited.

24. Subject to the provisions of this Act the Company shall not in any one year make out of their profits any larger dividend on the seventy-four old B shares balance of the original capital by this Act authorised to be created and issued or on the additional share capital to be raised under the powers of this Act than seven pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as ordinary capital or five pounds in respect of every one hundred pounds actually paid up of such capital as may be issued as preference capital.

Dividends on different classes of shares or

25. In case in any half-year the net revenues of the Company applicable to dividend shall be insufficient to pay the full amount of

the prescribed maximum rate of dividend on each class of ordinary shares or stock in the capital of the Company a proportionate deduction shall be made in the dividend of each class.

A.D. 1888.

—
stock to be
paid propor-
tionately.

Calls.

26. One-fifth of the amount of a share shall be the greatest amount of a call and two months at least shall be the interval between successive calls and three-fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any one year upon any share.

27. If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Receipt in
cases of per-
sons not sui
juris.

28. The Company may at any time and from time to time after the passing of this Act borrow on mortgage of the undertaking in respect of the original capital of four thousand five hundred pounds any sums not exceeding in the whole one thousand five hundred pounds inclusive of the existing debt of that amount.

Power to
borrow on
mortgage
in respect
of original
capital.

29. In addition to the sum of one thousand five hundred pounds which the Company are authorised to borrow in respect of the original capital of four thousand five hundred pounds they may from time to time borrow on mortgage of the undertaking in respect of the additional capital of ten thousand pounds by this Act authorised to be raised by shares or stock any sums not exceeding in the whole two thousand five hundred 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 so much of such capital as is to be raised by shares have been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of such additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be 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 also so far as the said additional capital is raised by shares that such persons or corporations their executors administrators successors or assigns are legally liable for the same

Power to
borrow in
respect of
additional
capital.

A.D. 1888. — 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.

Priority of mortgages over other debts.

30. All moneys to be raised by the Company on mortgage or 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 always that this priority shall not affect any claim against the Company or their property in respect of any rent-charge granted or to be granted by them in pursuance of the Lands Clauses Consolidation Act 1845 or the Lands Clauses Consolidation Acts Amendment Act 1860 or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company in pursuance of any Act relating to the Company which is entitled to rank in priority to or *pari passu* with the interest on their mortgages or debenture stock.

For appointment of a receiver.

31. The mortgagees of the Company may enforce payment of the 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 not be less than four hundred pounds in the whole.

As to conversion of borrowed money into capital.

32. The Company shall not have power to raise the money by this Act authorised to be borrowed on mortgage or any part thereof by the creation of shares or stock instead of borrowing or to convert into capital the amount 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.

Power to create debenture stock.

33. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time after the passing of this Act created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised and shall have priority over all principal moneys secured by such mortgages.

34. All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied for the purposes of this Act only to which capital is properly applicable and not otherwise. A.D. 1888.
Application of moneys.

35. The first ordinary meeting of the Company shall be held within nine months after the passing of this Act. First ordinary meeting.

36. The number of the directors shall not exceed eight but the Company may from time to time reduce the number provided that the number be not less than five. Number of directors.

37. The qualification of a director shall be the possession in his own right of shares or stock to the amount of fifty pounds paid up. Qualification of directors.

38. The quorum of a meeting of directors shall be three. Quorum.

39. Granville William Gresham Leveson Gower Alexander Montgomerie Bell Charles Hoskins Master George Wickham Robert Young Edward Berry and David Guild Landale shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act being if qualified eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power hereinbefore contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act. First directors.

Election of directors.

40. Any contract to be made with any board corporation or public body under this Act shall not disqualify any of the members of any such board corporation or public body for the office of director but no director being a member of any such board corporation or public body shall vote on any question as to any contract with such board corporation or public body. Contracts not to disqualify for office of director.

41. Subject to the provisions of this Act the Company may make and maintain in the lines and situations and according to the levels shown on the deposited plans and sections the waterworks Power to make water-works.

A.D. 1888. hereinafter described with all proper embankments filtering beds softening tanks dams sluices channels tanks engines pipes buildings machinery and other works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for that purpose The waterworks hereinbefore referred to and authorised by this Act are:—

A reservoir (reservoir No. 3) situate wholly in the parish of Limpsfield in the county of Surrey on the north side of the high road leading from Limpsfield to Crockham Hill and Edenbridge at the junction of that road with the Long Walk in that part of the high chart numbered on the $\frac{1}{2500}$ Ordnance map of the county of Surrey 249 in the parish of Limpsfield.

An aqueduct or line of pipes (line of pipes No. 1), wholly in the parish of Limpsfield in the county of Surrey commencing by a junction with the existing main of the Limited Company at a point distant 37 yards measured in a straight line in an easterly direction from the stone drain at the north-eastern corner of the pond numbered on the $\frac{1}{2500}$ Ordnance map of the county of Surrey 363 in the parish of Limpsfield and terminating at the junction of the high road leading from Limpsfield to Crockham Hill and Edenbridge with the Long Walk in that part of the high chart numbered on the $\frac{1}{2500}$ Ordnance map of the county of Surrey 249 in the parish of Limpsfield.

An aqueduct or line of pipes (line of pipes No. 2) commencing in the parish of Limpsfield in the county of Surrey on the north side of the high road leading from Limpsfield to Crockham Hill and Edenbridge at the point of junction of that road with the Long Walk in that part of the high chart numbered on the $\frac{1}{2500}$ Ordnance map of the county of Surrey 249 in the parish of Limpsfield and terminating at Redhill otherwise Redlands in the parish of Westerham in the county of Kent at a point in the said high road leading from Limpsfield to Crockham Hill and Edenbridge distant 24 chains or thereabouts measured in a straight line in a southerly direction from the mile-post marked "London 24 miles."

A reservoir (reservoir No. 4) situate wholly in the parish of Limpsfield in the county of Surrey in the north-western corner of a field numbered on the $\frac{1}{2500}$ Ordnance map of the county of Surrey 486 in the parish of Limpsfield.

An aqueduct or line of pipes (line of pipes No. 3) wholly in the parish of Limpsfield in the county of Surrey commencing by a junction with the existing main of the Limited Company in or near the south-western corner of the property numbered on the

$\frac{1}{2500}$ Ordnance map of the county of Surrey 312 in the parish of Limpsfield and terminating in or near the north-western corner of the field numbered on the $\frac{1}{2500}$ Ordnance map of the county of Surrey 486 in the parish of Limpsfield. A.D. 1888.

An aqueduct or line of pipes (line of pipes No. 4) commencing in the parish of Limpsfield in the county of Surrey in or near the north-western corner of the field numbered on the $\frac{1}{2500}$ Ordnance map of the county of Surrey 486 in the parish of Limpsfield and terminating in the parish of Edenbridge in the main road leading from London to Edenbridge at a point in that road distant 3 yards or thereabouts measured in a straight line in an easterly direction from the mile-post marked "London 27 miles."

An aqueduct or line of pipes (line of pipes No. 5) commencing in the parish of Limpsfield in the county of Surrey by a junction with the line of pipes No. 3 hereinbefore described in the public highway known as Red Lane at a point in that highway distant 42 yards or thereabouts measured in a straight line in a southerly direction from the north-eastern corner of the field numbered on the $\frac{1}{2500}$ Ordnance map of the county of Surrey 281 in the parish of Limpsfield and terminating in the parish of Oxted in the county of Surrey in the road leading from Hurst Green to Finch's Cross at a point in that road distant 8 yards or thereabouts measured in a straight line in a north-westerly direction from the north-western corner of the field numbered on the $\frac{1}{2500}$ Ordnance map of the county of Surrey 445 in the parish of Oxted.

The before-mentioned reservoirs aqueducts and other works will pass from through or into or be situate in the several parishes townships townlands and places following (that is to say) Limpsfield and Oxted in the county of Surrey and Edenbridge and Westerham in the county of Kent.

42. For the protection of Surrey county bridges and approaches thereto and other property be it enacted as follows:—

(A.) No works at any time affecting any bridge belonging to or under the control of Her Majesty's justices of the peace for the county of Surrey or the approaches to any such bridge shall be placed or constructed and no alteration or disturbance of any county bridge or approach road thereto shall be begun except in accordance with plans and specifications previously submitted to and signed by the surveyor for the time being of the county of Surrey and the said works shall be executed under the superintendence of the said surveyor and to his satisfaction and shall be thereafter maintained by the Company

For protection of Surrey county bridges.

A.D. 1888.

at their own expense and under such superintendence as aforesaid. Provided that if the said surveyor omit to signify his approval or disapproval to the said plans and specifications during two months after the same shall have been submitted to him such omission shall be deemed an approval. Except in the case of the before-mentioned omission of the county surveyor if the Company commence any works in contravention of this section they shall pay to the said justices by way of liquidated damages a sum of thirty pounds and a further sum of ten pounds for every day in which the works shall be continued which sums may be recovered with costs of action in any court of competent jurisdiction.

- (b.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the said justices all costs losses damages and expenses to which they may be put or sustain by reason of the execution or failure of any of the intended works or of any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company will effectually indemnify and hold harmless the justices from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission.
- (c.) The costs charges and expenses of the said surveyor of and incident to the approval of the said plans and specifications and the superintendence of the works shall be paid by the Company.

For the protection of the South Eastern and London Brighton and South Coast Railway Companies.

43. For the protection of the South Eastern Railway Company (hereinafter referred to as "the South Eastern Company") and of the London Brighton and South Coast Railway Company (hereinafter called "the Brighton Company") the following provisions shall apply:—

- (A.) In laying down altering improving enlarging extending or renewing or in executing or effecting the repairs of any mains pipes culverts or other works in the exercise of any powers conferred on the Company upon across over under or in any way affecting the railways lands and property belonging to or used or occupied by the South Eastern Company either alone or jointly with the Brighton Company or the bridges approaches viaducts stations or other works or any level crossings over the said railways respectively the same shall be done under the superintendence and to the reasonable satisfaction of the principal engineer for the time being of the South Eastern Company so far as regards the railway belonging to the South Eastern

Company solely and of the principal engineer for the time being of the joint committee of the South Eastern Company and the Brighton Company so far as regards the railways belonging jointly to those Companies and only according to such plans and in such manner as shall be submitted to and as shall be previously reasonably approved by them respectively in writing or in the event of such engineers failing to signify their approval or disapproval or to give other direction within twenty-eight days after the submission of such plans as aforesaid in such manner as shall unless otherwise agreed be determined by an engineer to be appointed by the Board of Trade on the application of either the South Eastern Company or the said joint committee as the case may be or the Company and the decision of such engineer shall be final and conclusive between both parties. Provided always that nothing herein contained shall authorise the Company to occupy or use permanently with their works the surface of any land or property of the South Eastern Company or of which they are joint owners or have a joint user with the Brighton Company.

- (B.) All such works shall be done by and at the expense of the Company who shall also restore and make good to the reasonable satisfaction of the South Eastern Company's engineer or of the engineer of the said joint committee as the case may be the roads over any bridges level crossings and approaches which the South Eastern Company or the Brighton Company are or may be liable or jointly liable to maintain and which may be disturbed or interfered with by or owing to any operations of the Company.
- (C.) All such works and operations and all matters incidental thereto shall be constructed executed and done so as to cause as little injury as may be to such railways bridges level crossings approaches viaducts stations works lands or property or interruption to the passage or conduct of traffic over such railways or at any station thereon.
- (D.) If any injury or interruption shall arise from or in any way be owing to any of the works operations and matters aforesaid or to the bursting leakage or failure of any such mains pipes culverts or works in under or near to any bridge or level crossing of the South Eastern Company or of the South Eastern and Brighton Companies jointly the Company shall make compensation to the South Eastern Company or to the South Eastern and Brighton Companies jointly as the case may be in respect thereof the amount of such compensation to be determined by arbitration in the manner hereinafter provided.

A.D. 1888.

(E.) The Company shall acquire only such an easement across over or under any of the railways works and property of the South Eastern Company or South Eastern and Brighton Companies jointly as aforesaid as may be necessary for constructing and maintaining any of their works and shall pay to the South Eastern Company and South Eastern and Brighton Companies jointly as the case may be for any such easement to be so acquired by them such sum either annual or otherwise as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act with respect to the acquisition of lands otherwise than by agreement and for the purposes of such arbitration the easement so to be taken shall be deemed to be lands.

(F.) Any dispute or difference which may arise between the South Eastern Company or the Brighton Company and the Company with reference to the provisions of this section or in any way arising thereout or any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer to be appointed by the Board of Trade on the application of the South Eastern Company or the said joint committee as the case may be and the Company or either of them and the costs of such arbitration shall be in the discretion of the arbitrator.

Limits of lateral and vertical deviation.

44. In making the works by this Act authorised the Company may deviate laterally from the lines thereof shown on the deposited plans to any extent within the limits of deviation shown or defined thereon and may deviate vertically from the levels thereof shown on the deposited sections to any extent not exceeding two feet upwards and ten feet downwards except in the case of the crossing of a stream and in that case ten feet upwards and ten feet downwards Provided that where any work is authorised to be made in along or under any road the Company shall not deviate laterally from the line of such work shown on the deposited plans beyond the boundaries of such road.

Period for completion of works.

45. If the works authorised by this Act and shown on the deposited plans are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for executing the same or in relation thereto shall cease to be exercised except as to so much thereof as is then completed but nothing herein shall restrict the Company from extending enlarging altering or renewing any of their engines machinery mains or pipes from time to time as occasion requires for supplying water within the limits of this Act.

46. Subject to the provisions of this Act the Company may from time to time maintain improve and renew or discontinue their existing waterworks upon the lands on which the same are erected or any part thereof and they may also upon the same lands or upon any lands acquired or to be acquired by them erect lay down provide and from time to time maintain improve and renew or discontinue additional waterworks wells cuts shafts mains pipes engines tunnels meters machinery and other works and apparatus and conveniences in connection with or in addition to their existing waterworks and may do all such acts as they may think proper for storing and supplying water within the limits of this Act and may store and supply water accordingly.

A.D. 1888.
Power as to maintenance and renewal of water-works.

47. Subject to the provisions and for the purposes of this Act the Company may enter upon take and use and may purchase by compulsion or agreement the fee-simple of the following lands held on grant by the Limited Company and defined on the deposited plans and described in the deposited books of reference (that is to say) :—

Power to Company to acquire fee-simple of lands held on grant by Limited Company.

A piece of land containing 0A. 0R. 9P. part of the property numbered on the $\frac{1}{2500}$ Ordnance map of the county of Surrey 355 in the parish of Limpsfield part of the waste of the manor of Limpsfield known as "Little Heath" forming the site of the meter chamber of the Limited Company and held by them under a grant from the lord of the manor of Limpsfield and the homage.

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

Limitation of time for compulsory purchase.

49. Subject to the provisions of this Act the Company may for the purpose of preventing and detecting waste from time to time affix and maintain meters and similar apparatus on the service pipes and mains of the Company and stop cocks in the pipes supplying houses with water and may insert in the roads or footways the necessary covers or boxes for giving access and protection thereto and may from time to time for that purpose break up and interfere temporarily with public and private streets roads lanes footways and thoroughfares.

Prevention and detection of waste.

50. In addition to the lands which the Company are by this Act authorised to purchase compulsorily they may for any of the purposes of this Act from time to time by agreement purchase in fee any additional quantity of land not exceeding in the whole five acres or any easement or right (not being an easement or right of water) in or over such additional lands which they may from time to time think requisite for any of the purposes of the undertaking

Power to acquire additional lands by agreement.

A.D. 1888. — Provided that the Company shall not on any such lands erect or authorise or permit the erection of any buildings other than buildings connected with or necessary for their undertaking.

Power to take easements &c. by agreement.

51. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement (not being an easement of water) right or privilege 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 rent-charges 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.

Provision as to labouring class houses.

52. 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.

Rate at which water is to be supplied for domestic purposes.

53. The Company shall on the application of any person who under the provisions of this Act is entitled to demand a supply of water for domestic purposes furnish to such person a sufficient supply of water for domestic purposes at any rate not exceeding the following rates:—

- (1.) Where the rateable value of the premises supplied does not exceed five pounds at a rate not exceeding fourpence per week :
- (2.) Where such rateable value of the premises exceeds five pounds and does not exceed thirty pounds a yearly rate not exceeding ten pounds per centum per annum on the rateable value of such house or part of a house :
- (3.) Where such rateable value (except as hereafter mentioned) exceeds thirty pounds a yearly rate not exceeding seven pounds ten shillings per centum on the amount of such rateable value :

(4.) Provided that all inns and hotels whether public or private shall be liable to a yearly rate not exceeding nine pounds per centum on such rateable value whether the same exceeds thirty pounds or not. Provided always that the Company shall not be bound to supply any house or part of a house for any sum less than ten shillings per annum : A.D. 1888.

Provided that the Company shall not be compelled to supply water to the occupier of any part of a dwelling-house or for any premises occupied with a dwelling-house unless the water-rate rent or charge is paid for the whole of such dwelling-house and premises :

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

Provided that where the water rate is chargeable on the rateable value of a part only of any hereditament entered in the valuation list such rateable value shall be a fairly apportioned part of the rateable value of the whole hereditament as ascertained as aforesaid the apportionment in case of dispute to be determined by two justices.

54. In addition to the rates chargeable under the preceding section the Company may demand and receive for every water-closet in any house beyond one water-closet any sum not exceeding seven shillings and sixpence per annum and for every bath supplied with water in or belonging to any dwelling-house any sum not exceeding fifteen shillings per annum. Rates for water-closets and baths.

55. Where the rateable value of a house supplied with water does not exceed four pounds or the house is let to monthly or weekly tenants or tenants holding for any other period less than a quarter of a year the owner instead of the occupier shall pay the rate for the supply but the rate may be recovered in the first instance from the occupier and may be deducted by him from the next and if necessary any subsequent rent due from him to the owner. Rate payable by owner for small houses, &c.

56. The Company shall when required supply every road authority and every sewer authority within the limits of supply with water for flushing sewers and drains or for watering streets or other public purpose at a rate not exceeding two shillings and sixpence for every one thousand gallons. Water for flushing sewers &c.

57. The water to be supplied by the Company shall be constantly laid on under pressure but the Company shall not be required to supply water in any case at a level or at a pressure Constant supply and pressure.

A.D. 1888. — above or greater than that to be afforded by gravitation from the reservoir from which the supply is taken.

Power to
Company to
supply water
for other
than domes-
tic purposes.

58. Subject to the provisions of this Act the Company may supply water for other than domestic purposes on such terms and conditions as the Company may think fit and may enter into agreements for the supply of water by measure either for domestic or other purposes. Provided that such supply for other than domestic purposes do not interfere with the supply for domestic purposes.

Contracts for
supplying
water for
public pur-
poses.

59. The Company may from time to time enter into and carry into effect agreements with any sanitary authority or water company for the supply by the Company to any such sanitary authority or water company either within or beyond the limits of this Act of water in bulk and the agreements respectively may be for such times and for such remuneration and on such terms and conditions whatsoever as the contracting parties think fit. Provided that such supply of water shall not at any time interfere with the due supply of water within the limits of this Act. And provided also that no water shall be supplied under the powers of this section beyond the limits of this Act in any parish or place within which any company or sanitary authority is already authorised to supply water without the consent in writing of such company or sanitary authority.

Company
not bound
to supply
water for
trade pur-
poses.

60. Where any part of a dwelling-house is used by the occupier thereof for any trade or business purpose or pursuit for which water is required in addition to the ordinary supply for domestic purposes the Company shall not be bound to supply water to such dwelling-house otherwise than by special agreement.

For prevent-
ing the
waste or
fouling of
water.

61. The Company shall not be compelled to supply with water any water-closet or bath or the apparatus or pipes connected therewith respectively unless the same be so constructed and used as to prevent the waste undue consumption or contamination of the water of the Company nor any bath which shall be capable of containing when filled for use more than fifty gallons of water.

Regulations
for prevent-
ing waste of
water.

62. The Company may from time to time make regulations for the purpose of preventing the waste or misuse or contamination of water and amongst other things may by such regulations prescribe the size nature materials workmanship and strength of the pipes cocks ferrules valves soil-pans water-closets baths cisterns and other apparatus or receptacles whatsoever to be used and forbid any arrangements and the use of the several things before-mentioned or any or either of them which may lead to such waste or misuse or contamination.

63. No such regulations shall be of any force or effect except within the district which the Company is bound to supply and does in fact supply or is prepared to supply with water under constant pressure and unless and until the same shall have been submitted to and confirmed by the Local Government Board who are hereby empowered to confirm the same And no such regulations shall be confirmed until after the expiration of one month after notice in writing of the intention to submit the same for confirmation together with a copy of the proposed regulations shall have been given by or on behalf of the Company to every sanitary authority within the limits of supply and any such authority may within the said period of one month make such representation with reference thereto to the Local Government Board as such authority shall think expedient.

A.D. 1888.
—
Confirmation
of regula-
tions.

64. All such regulations shall be subject to the provisions contained in sections 182 to 184 both inclusive of the Public Health Act 1875 and all penalties imposed for the breach of any such regulations shall be recoverable in manner provided by that Act for the recovery of penalties as if the Company were a local authority and the regulations were bye-laws within the meaning of those sections and the secretary of the Company were the clerk of the local authority.

Regulations
subject to
provisions of
the Public
Health Act
1875.

65. All such regulations in force for the time being shall be published by a copy thereof being kept at the office of the Company All persons may at all reasonable times inspect such copy without payment and the Company shall cause to be delivered a printed copy of all regulations for the time being in force to every person applying for the same on payment of a sum not exceeding sixpence for each copy.

Publication
of regula-
tions.

66. A printed copy of any such regulations dated and purporting to have been made as aforesaid and to have been confirmed by the Local Government Board shall be evidence until the contrary be proved in all legal proceedings of the due making confirmation publication and existence of such regulations without further or other proof.

Evidence of
regulations.

67. In case of failure of any person to observe such regulations as are for the time being in force the Company may (notwithstanding any contract or otherwise) if they think fit after forty-eight hours notice in writing enter and by and under the direction of their duly authorised officer repair replace or alter any pipe valve cock cistern bath soil-pan water-closet or other apparatus or receptacle fittings or appliances belonging to or used by such person and the expense of every such repair replacement or alteration shall be repaid

For enforc-
ing regula-
tions.

A.D. 1888. — to the Company by the person on whose credit the water is supplied and may be recovered by them summarily.

Disputes to be determined by justices.

68. In the event of any dispute between the Company and any person as to the fact or extent of any alleged non-compliance with any such regulations such dispute shall be referred to the determination of two justices whose decision thereon and as to the amount of costs (if any) of or incident to such dispute and the determination thereof and as to the persons by whom such costs are to be paid shall be final and conclusive.

Company to pay interest on money deposited as security for meters &c.

69. If any person is required by the Company to give to them security for the payment of the price or rent of a meter the Company shall pay interest after the rate of five pounds per centum per annum on every sum of ten shillings deposited by way of such security for every six months during which the same remains in their hands.

Notice to Company of putting up meters &c.

70. Before any person connects or disconnects any meter through which any of the water of the Company is intended to be or has been registered he shall give not less than twenty-four hours' notice in writing to the Company of his intention to do so and any person offending against this enactment shall for every such offence be liable to a penalty not exceeding forty shillings.

Register of meter to be *primâ facie* evidence.

71. Where water is supplied by measure the register of the meter shall be *primâ facie* evidence of the quantity of water consumed.

Fraudulently injuring meters &c.

72. If any person wilfully fraudulently or by culpable negligence injures or suffers to be injured any pipe meter or fitting belonging to the Company or fraudulently alters the index to any meter or fraudulently prevents any such meter or the index thereof from duly registering the quantity of water supplied he shall (without prejudice to any other right or remedy for the protection of the Company or the punishment of the offender) for every such offence be liable to a penalty not exceeding five pounds and the Company may in addition thereto recover the amount of any damage sustained by them and the existence of artificial means for causing such alteration or prevention when such pipe meter or fitting is under the custody or control of the consumer shall be *primâ facie* evidence that such alteration or prevention has been fraudulently caused by the consumer using such meter.

Notice before entry.

73. The notice to be given by the Company previously to making any entry authorised by this Act shall be in writing under the hand of the secretary or other officer of the Company and shall be given or served in manner following (that is to say):—

If such premises be occupied then by leaving the notice thereat or by delivering the same to the occupier thereof twenty-four hours at least previously to such entry :

A.D. 1888.

If such premises be unoccupied and the owner thereof and his usual place of abode be in England and be known to the Company then by delivering the notice to such owner or by leaving the same at his usual place of abode twenty-four hours or by sending the same by post in a registered letter addressed to him at his usual place of abode forty-eight hours at least previously to such entry :

If such premises be unoccupied and the owner thereof or his usual place of abode be not in England or be not known to the Company after due inquiry then by affixing the notice on some conspicuous part of such premises three days at least previously to such entry :

And for the purpose of this section any person receiving the rack-rent of any such premises either on his own account or as agent for any other person shall be deemed the owner of such premises.

74. Any summons or warrant issued for any of the purposes of this Act may contain in the body thereof or in a schedule thereto several sums. Contents of summons &c.

75. Any justice who issues a warrant of distress for any of the purposes of this Act may order that the costs of the proceedings for the recovery of the money to be levied be paid by the person liable to pay such money and in that case such costs shall be ascertained by the justice and shall be included in the warrant of distress. Costs of distress.

76. No justice or judge of any court shall be disqualified from acting in the execution of this Act by reason of his being liable to the payment of any water rent meter rent rate or charge under this Act. Liability to rates not to disqualify justices.

77. The Company shall not be entitled to require from the in-coming tenant of any property the payment of arrears of water rent meter rent rate or charge left unpaid by any former tenant unless the in-coming tenant has undertaken with such former tenant to pay or exonerate him from the payment of such arrears. In-coming tenant not liable for arrears.

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

79. When several houses or parts of houses in the occupation of several persons are supplied by one common pipe the several owners or occupiers of such houses or parts of houses shall be liable to the payment of the same rates for the supply of water as they would have been liable to if each of such several houses or parts of houses Where several houses supplied by one pipe each to pay.

A.D. 1888. — had been separately supplied with water from the works of the Company from a distinct pipe.

Supply of
water to
tenements
in a row.

80. Where there is a pair of tenements or there are several tenements in a row or group no tenant or occupier of any one of the tenements nor any person on his behalf shall take or use the water laid on by the Company to any other of such tenements unless such tenant or occupier be in respect of the tenement so occupied by him rated under this Act for a supply of water.

Notice of
discon-
tinuance.

81. A notice to the Company from a consumer for the discontinuance of a supply of water shall not be of any effect unless it be in writing and be left at the principal office for the time being of the Company.

Penalties not
cumulative.

82. Penalties imposed by several Acts for one and the same offence shall not be cumulative and for this purpose this Act and the Acts incorporated therewith shall be deemed several Acts.

Confirmation
of agree-
ment.

83. The agreement set forth in the schedule to this Act is hereby confirmed and shall be binding upon the parties thereto respectively and upon the Company. And the Company shall within seven years after the passing of this Act exercise the option reserved to the lessees by article ten of the said agreement and shall purchase the fee-simple of the land thereby agreed to be demised and the perpetual right of way leave therein mentioned.

Expenses of
Act.

84. All the 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.

A.D. 1888.

AN AGREEMENT made the 4th day of September 1886 between Granville William Gresham Leveson Gower of Titsey Place Limpsfield in the county of Surrey esquire (hereinafter called the lessor) of the one part and the Limpsfield and Oxted Water Company Limited (hereinafter called the lessees) of the other part Whereby it is agreed as follows:—

1. The lessor by virtue of every power and estate in any wise enabling him shall grant to the lessees and the lessees shall thereupon (without requiring or investigating the lessor's title) accept a lease of all those pieces of land containing 2A. 1R. 24P. situate at Limpsfield in the county of Surrey and being parts of farms respectively known as Pain's Hill or Gibb's Farm and Grant's Farm which pieces of land are delineated in the map or plan annexed to these presents and are therein distinguished by the colour dark pink Together with full and free liberty and license to the lessees on that part of the said pieces of land coloured dark pink on the said plan which is numbered 312 to make all excavations borings and other works necessary to enable the lessees to obtain such supply of water and the water flowing from the springs which rise in or near to the piece of land coloured dark pink in the said plan and numbered 312 Together also with full and free liberty for the lessees for the purpose of collecting water to make or drive adits or headings under the piece of land coloured light pink on the said plan and adjoining the piece of land numbered 312 and within the limits of deviation so that the making or driving such adits or headings shall not give to the lessees any rights whatever to the surface of the said adjoining piece of land or any part thereof or any easement in upon or over such surface or any part thereof and so that in and about the making and driving such adits or headings or any or either of them the lessees shall not do permit or suffer any damage to the said adjoining piece of land or to the surface thereof that can be avoided and do make full compensation to the lessor and his tenants respectively for any such damage such compensation in case of dispute to be settled by arbitration in the usual way And together also with full liberty to them to erect cottages pumping station reservoir machinery and apparatus and other buildings that may be required according to plans and elevations to be submitted to and approved of in writing by the lessor or his surveyor for the time being upon the pieces of land coloured dark pink upon the said plan And together also with full liberty and license to enter upon the lands numbered on the said plan 315 314 311 and 180 and to lay pipes in through and under the strips there marked by dotted lines and coloured light pink on the said plan so as to conduct water from the springs to the pumping station and thence to the said reservoir and thence to the point marked Baptist Chapel on the said plan And also with liberty so far as the said lessor is able as lord of the manor of Limpsfield or otherwise to grant the same liberty to continue such pipes along the roadway lying between the reservoir and water tower and across the common or waste of the said manor of Limpsfield in such direction as shall be approved of by the lessor in writing and also full liberty

A.D. 1888. — and license at all times during the said term hereby agreed to be granted with or without horses carts and workmen to enter upon the said land through or under which the said pipes shall be so laid to repair the same or replace the said pipes with others The lessees throughout their operations doing as little damage as possible and making good all damage when done to the owner and occupier of the said land For a term of 99 years to commence from the 29th day of September 1886.

2. There shall be reserved in the said lease to be granted as aforesaid an annual rent of £1 10s. per acre and so in proportion for any part less than an acre of the land to be included therein and a royalty of three farthings for every 1000 gallons of water taken and consumed up to a total quantity of 20,000 gallons per day but if at any time or times a quantity greater than 20,000 gallons a day shall be taken and consumed then a royalty of one penny per 1000 gallons of the total quantity (including both the quantities less than and over 20,000 gallons) taken and consumed such rent and royalty to be paid by equal quarterly payments on the usual quarter days with a proportionate part thereof up to the 25th day of December next.

3. The lessees shall set up and establish on some convenient portion of their works a correct and suitable meter or correct and suitable meters in order to measure and ascertain the quantity of water taken and used on each day and shall always keep the said meter or meters in good and proper working order and open at all reasonable times to the inspection of the lessor or any person whom he may depute to inspect and verify the same and shall transmit to the lessor on the first day of every month the daily quantities of water taken and consumed.

4. The lessees shall erect and within twelve months completely finish with all necessary pumps machinery and apparatus a pumping station at the point marked on the said plan "pumping station" and also a reservoir at the point marked on the said plan "reservoir" with proper fence walls fencing and protection according to plans and elevations to be submitted to and approved of in writing by the lessor or his surveyor for the time being and shall always keep the said pumping station and reservoirs machinery and apparatus with the walls and fences of the same in good and substantial repair and condition.

5. The lessees shall lay all necessary pipes for conducting water as aforesaid in a proper and workmanlike manner two feet six inches at least beneath the surface of the land within twelve months from the date hereof and shall cover up the said pipes and restore the surface of the land to its former state and condition.

6. The lessees shall compensate the tenant or tenants of the land the subject of this agreement for all loss and damage to crops and otherwise which he or they may suffer or sustain by or in consequence of the operations of the lessees and shall indemnify the lessor and his successors in title and all persons claiming under him or them from all such loss or damage.

7. The lessees shall assume and take all liability which may be incurred by reason of any diminution in the flow of any watercourse or stream or the diminution of water in any natural or artificial reservoir occasioned or alleged to be occasioned by the taking by them of water from the said springs and shall indemnify the lessor from all actions damages costs expenses claims and demands in respect thereof.

8. The said lease shall contain in addition to covenants in accordance with the stipulations hereinbefore in clauses 3 4 5 6 and 7 containing the following covenants by the lessees (that is to say) :—

- (a) To pay the said rent and royalties in manner aforesaid.
- (b) To pay and discharge all land tax tithe rent charge and all rates taxes and assessments present and future Parliamentary parochial or otherwise which may be assessed or imposed on the land hereby agreed to be demised or on the buildings thereon erected or on the landlord or tenant in respect thereof.
- (c) At the end or sooner determination of the said term to peaceably and quietly yield up the said premises together with all buildings erections machinery and pipes upon or under the same to the lessor or other the person entitled to the reversion therein immediately expectant on the said lease.

9. The said lease shall also contain covenants by the lessor (limited so as to bind him and the persons deriving title under him) for quiet enjoyment of the said lands and licenses hereby agreed to be demised and granted and a condition for re-entry if the rent or royalty shall be in arrear for thirty days whether the same shall be legally demanded or not or if there shall be any breach of the covenants or stipulations in the said lease to be contained.

10. The lessees shall at any time within the period of ninety-nine years from the date of these presents have the option of purchasing the fee simple of the said land hereby agreed to be demised and a perpetual right-of-way leave over the land wherein the said pipes are to be laid as hereinbefore mentioned at the price of twenty-five years' purchase of the said rent and royalty if such royalty shall amount to or exceed the sum of fifty pounds per annum but if the royalty shall be less than fifty pounds per annum then such royalty shall be taken to be of the amount of fifty pounds for the purpose of this stipulation and upon such purchase the lessees shall make no objection or requisition to or upon the title of the lessor but shall be deemed to have accepted such title.

11. The lessees shall execute and deliver to the lessor a counterpart of the said lease.

12. The lease and counterpart shall be prepared by the solicitor of the lessor and all expenses attending the preparation and execution of this agreement and of the said lease and counterpart shall be paid and borne by the lessees.

In witness whereof the lessor has hereunto set his hand and the lessees have hereunto affixed their common seal the day and year first above written.

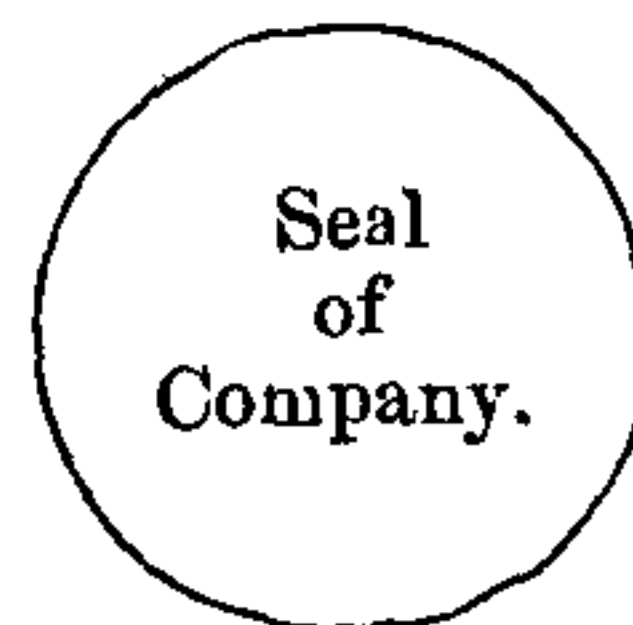
GRANVILLE LEVESON GOWER.

Witness—

G. CARTER MORRISON
Solicitor Reigate.

A. M. BELL
Vice-Chairman.

CHAS. T. WILKINSON
Secretary.



London : Printed for HER MAJESTY'S STATIONERY OFFICE,
By EYRE AND SPOTTISWOODE, Printers to the Queen's most Excellent Majesty.

And to be purchased, either directly or through any Bookseller, from
EYRE AND SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or
ADAM AND CHARLES BLACK, 6, NORTH BRIDGE, EDINBURGH; or
HODGES, FIGGIS, & Co., 104, GRAFTON STREET, DUBLIN.