

**CHAPTER lxxxv.**

An Act for incorporating the South Lincolnshire Fen Water Company and empowering them to construct Works and supply Water and for other purposes. [5th July 1888.] A.D. 1888.  
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**W**HEREAS the supply of water within the district in the county of Lincoln herein-after defined as the limits of this Act is at present inadequate and it is expedient that provision should be made for affording an adequate supply of pure and wholesome water thereto :

And whereas the persons in that behalf in this Act named with others are willing on being incorporated into a Company (herein-after referred to as “the Company”) with the necessary powers for such purposes to undertake the supply of water to such district and it is expedient that they should be incorporated accordingly and authorised to construct waterworks as by this Act provided and that such other powers as are in this Act contained should be conferred on them for the better and more effectually carrying the purposes of this Act into effect :

And whereas it is expedient that the powers in this Act contained with respect to agreements with other companies and with public bodies should be conferred upon the Company :

And whereas plans and sections showing the lines situation and levels of the works authorised by this Act and also books of reference to the plans 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 parts of Kesteven in the county of Lincoln and are herein-after respectively referred to as the deposited plans sections and books of reference :

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

A.D. 1888. — 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 South Lincolnshire Fen Water Act 1888.

Incorporation of general Acts. 2. The Companies Clauses Consolidation Act 1845 and Part I. (relating to cancellation and surrender of shares) 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 and the Waterworks Clauses Acts 1847 and 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act and section 44 of the Waterworks Clauses Act 1847 shall for the purposes of this Act have effect as if the words "with the consent in writing of the owner or reputed owner of any such house or of the agent of such owner" were omitted therefrom.

Interpretation of terms. 3. In this Act—  
The several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction :  
The expression "the Company" means the Company incorporated by this Act :  
The expressions "the waterworks" and "the undertaking" respectively mean and include the waterworks and the works connected therewith and the undertaking by this Act authorised :  
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.

Limits of Act. 4. The limits of this Act for the supply of water shall be the parishes and townships following (that is to say) Deeping Saint Nicholas in the parts of Kesteven in the county of Lincoln and Deeping Saint Nicholas Crowland Spalding Pinchbeck Cowbit Weston Moulton Whaplode Holbeach Fleet Gedney Sutton Saint Nicholas otherwise Lutton Sutton Bridge Sutton Saint Mary otherwise Long



Sutton and Tydd Saint Mary in the parts of Holland in the county of Lincoln Provided that if in any parish within the limits of this Act the Company shall not have made adequate provision for the supply of water within five years from the expiration of the period herein-after limited for the completion of the works the restriction on the construction of waterworks by a local authority imposed by section 52 of the Public Health Act 1875 shall not in respect of the Company apply to or be binding on the local authority (as defined by that Act) of any such parish.

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5. William Abbott Majoribanks Keppel North Herbert Hinds and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a Company for the purposes herein-after mentioned and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "the South Lincolnshire Fen 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.

Company  
 incorporated

6. The Company shall be established for the purpose of making and maintaining the waterworks and for supplying water within the limits of this Act and for carrying on the business usually carried on by water companies and generally for carrying the powers of this Act into execution.

General pur-  
 poses of the  
 Company.

7. The capital of the Company shall be fifty thousand pounds in five thousand shares of ten pounds each.

Capital and  
 number and  
 amount of  
 shares.

8. The Company shall not issue any share created under the authority of this Act nor shall any such 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 is paid in respect thereof.

Shares not  
 to be issued  
 until one-  
 fifth part  
 thereof shall  
 have been  
 paid up.

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

Calls.

10. 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  
 case of  
 persons not  
 sui juris.



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Power to  
borrow.

**11.** The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole fifteen thousand pounds and of that sum they may from time to time borrow any sum not exceeding in the whole three thousand seven hundred and fifty pounds in respect of each twelve thousand five hundred pounds of their capital but no part of such sum of three thousand seven hundred and fifty pounds shall be borrowed until shares for the whole of the twelve thousand five hundred pounds of capital in respect of which it is to be borrowed are issued and accepted and one half thereof is paid up and expended on works 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 portion of capital 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 portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such shares were issued and accepted and to the extent aforesaid paid up 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 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 shall be sufficient evidence thereof Provided that the Company shall not exercise the borrowing powers by this Act conferred upon them until the well and pumping station by this Act authorised shall be completed.

As to con-  
version of  
borrowed  
money into  
capital.

**12.** 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 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 so created whether ordinary or preferential are limited to a rate not exceeding five pounds per centum per annum.

For appoint-  
ment of a  
receiver.

**13.** The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the



application for a receiver is made shall not be less than five hundred pounds in the whole. A.D. 1888.

**14.** 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 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 such stock or mortgages shall have been authorised) and shall have priority over all principal moneys secured by such mortgages. Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Power to  
create debenture stock.

**15.** All moneys 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 the rentcharge payable under the provisional agreement set forth in the schedule hereto or of any rentcharge granted 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 nor shall anything in this section contained affect any claim for land taken used or occupied by the Company for the purposes of their undertaking or works or injuriously affected by the construction thereof or by the exercise of any powers conferred on the Company.

Moneys  
borrowed on  
mortgage or  
debenture  
stock to have  
priority.

**16.** All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only for the purposes of this Act to which capital is properly applicable.

Application  
of moneys.

**17.** The first ordinary meeting of the Company shall be held within four months after the passing of this Act and the subsequent ordinary meetings of the Company shall be held twice in every year in the months of February or March and August or September as the directors may appoint.

First and  
subsequent  
meetings.

- A.D. 1888. **18.** The number of the directors shall be five but the Company may from time to time reduce the number provided that the number be not less than three.
- Number of directors.
- Qualification of directors. **19.** The qualification of a director shall be the possession of not less than twenty-five shares either alone or jointly with some other person or persons.
- Quorum of directors. **20.** The quorum of a meeting of directors shall be three.
- First directors. **21.** William Abbott Majoribanks Keppel North Herbert Hinds and two other persons to be nominated by them or the majority of them and consenting to such nomination 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 nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the places of those not continued in office the directors appointed by this Act or nominated as aforesaid being if qualified eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall subject to the power herein-before contained for reducing the number of directors elect persons to supply the places of the directors then retiring from office agreeably to the provisions 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.
- Election of directors.
- Auditors need not hold shares. **22.** It shall not be necessary for the auditors appointed by the Company to hold shares in the capital of the Company.
- Power to take lands. **23.** Subject to the provisions and for the purposes of this Act the Company may enter upon take and use all or any of the lands defined on the deposited plans and described in the deposited books of reference.
- Power to make water-works. **24.** Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the works herein-after described and may exercise the powers herein-after mentioned The works herein-before referred to and authorised to be made and maintained and the powers by this Act authorised to be exercised comprise the following works situate in the parish of Deeping Saint Nicholas in the county of Lincoln and the following powers (that is to say):—



- (A.) A well and pumping station situate in the north-east corner of the field which immediately adjoins the north-west side of the farmyard of Tongue End Farm : A.D. 1888.
- (B.) An aqueduct conduit or line of pipes commencing at the well and pumping station by this Act authorised and terminating in the road known as the North Drove at the point where the road known as the Mill Drove leading from Tongue End Farm to the said North Drove joins the said North Drove :
- (C.) All necessary tanks filtering beds gauges drains sluices conduits culverts channels cuts adits roads approaches apparatus engines works and conveniences connected with such works or any of them or incidental thereto :
- (D.) The collection taking and using of all or any of the underground springs and waters which can or may be collected or taken by means of the aforesaid waterworks or which may be found in or under any of the lands to be acquired by the Company under the powers of this Act.

**25.** 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 where the line of any work is shown upon those plans as passing along any road and no limits of lateral deviation are marked on the deposited plans the Company may in making such work deviate laterally to any extent within the boundaries of such road and the Company may also deviate from the levels of the works by this Act authorised as delineated on the deposited sections to any extent not exceeding three feet upwards and five feet downwards. Lateral and vertical deviation.

**26.** 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 after the passing of this Act. Period for compulsory purchase of lands.

**27.** 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 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 or otherwise which they may from time to time think requisite for any of the purposes of the undertaking Provided that the Company shall not on any such lands erect or authorise or permit the erection of any buildings other than buildings connected with or necessary for their undertaking. Power to acquire additional lands by agreement.

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Restriction  
on taking  
houses of  
the labouring  
class.

**28.** Nothing in this Act shall authorise the Company to 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 purpose of this section the expression "labouring class" means and 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.

Period for  
completion  
of works.

**29.** 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 such 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 cuts adits or other incidental works from time to time as occasion requires for supplying water within the limits of this Act.

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

**30.** 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 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.

Reservation  
of water  
rights &c.  
on sale.

**31.** On the sale by the Company of any lands they may reserve to themselves all or any part of the water or water rights or other easements belonging thereto and may make the sale subject to such reservations accordingly and may also make any such sale subject to such other reservations special conditions restrictions and provisions with respect to use of water exercise of noxious trades or discharge or deposit of manure sewage or other impure matter as they think fit.



**32.** (A.) The Company shall carry into effect the provisional agreement set forth in the schedule hereto annexed which is hereby made binding upon the Company in the same manner as if such agreement had been entered into by the Company in lieu of the parties thereto of the third part:

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Confirmation  
of agree-  
ment.

(B.) The said agreement is also hereby made binding upon all parties interested or hereafter to become interested in the property thereby agreed to be sold under the will and codicil of Robert Everard therein named:

(C.) The rentcharge payable under the said provisional agreement shall be secured charged and made payable and recoverable in the same manner in all respects as if the same were a rentcharge created and taken under the second and fourth sections of the Lands Clauses Consolidation Acts Amendment Act 1860 as the consideration for the said piece of land and easement mentioned in the said provisional agreement and thereby agreed to be sold and such rentcharge shall be and remain upon and for the same uses trusts and purposes as if the same had been created and taken as aforesaid:

(D.) The Company shall within three months after entering into possession of the said land erect and for ever thereafter maintain a good and sufficient fence or good and sufficient fences around the said piece of land for the protection of man and beast:

(E.) In case of the abandonment by the Company of the works of water supply authorised by this Act the Company shall stop up all bore-holes which shall have been made in the piece of land to be taken under the said provisional agreement and shall take all steps and do all acts and things necessary to prevent the neighbouring district or any drains dykes or sewers therein from being flooded overcharged or otherwise damaged by reason of any such works of water supply or bore-holes.

**33.** And whereas the well and pumping station to be formed and erected by the Company will be within the Deeping Fen drainage district and the mains to be laid by the said Company will pass through that district as well as through the South Holland drainage district and the sewers district of Holland Elloe and will cross various rivers cuts drains sewers watercourses and works of drainage within or connected with the said several drainage districts:

For protec-  
tion of  
drainage  
trustees.

Be it therefore enacted as follows:—

(1.) In constructing and maintaining the said well and pumping station and in laying down and maintaining the aqueducts or mains to be laid down and maintained by the Company and in constructing the several works authorised by this Act to be made it shall not be lawful for the Company to in any way

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contract or diminish the breadth depth or capacity of the channel or waterway of any of the said rivers cuts drains sewers watercourses or works of drainage or to do any act whereby the free passage of the water through or along the same shall at any time be in any manner impeded or obstructed or whereby the waters thereof may be prevented from passing therein as freely as they did before the formation of the works authorised by this Act:

- (2.) It shall not be lawful for the Company to lower or vary the line or dimensions or to injure or weaken the security of any bank maintained for protecting any of the lands within or connected with any of the said several drainage districts respectively from inundation and the mode in which the Company shall carry their mains over any of the said rivers cuts drains sewers or watercourses shall be such as not to impede or obstruct the free navigation thereof:
- (3.) It shall not be lawful for the Company to discharge any waste or surplus water or to allow any escape of water from the said well and pumping station or from any of their mains or works into any part of the said several drainage districts:
- (4.) It shall not be lawful for the Company to lay any main except in the roadway over an existing bridge over or under the bed of any of the said rivers cuts drains sewers watercourses or works of drainage without the written consent of the trustees or commissioners in whom the same may be vested or having the control thereof or until a plan showing the mode in which it is proposed to lay any such main shall have been submitted to and approved by the engineer for the time being of the trustees or commissioners in whom any such river cut drain sewer watercourse or work of drainage may be vested or who may have the control thereof or save under the supervision and to the satisfaction of such engineer whose reasonable charges in the matter shall be borne and defrayed by the Company Provided always that such consent shall not be unreasonably withheld:
- (5.) In the event of any alteration or alterations being made at any future time in any of the said rivers cuts drains sewers watercourses or works of drainage over or under which any mains may have been laid by the Company with the consent of such trustees or commissioners as aforesaid as provided by subsection 4 of this section the Company shall at their own costs and subject to such consent approval and supervision as



provided in that subsection alter or adapt their mains to correspond with any such alteration or alterations : A.D. 1888.

(6.) If the Company shall by any act or default offend against any provision of this section and shall for the space of twenty-one days after due notice thereof from the trustees or commissioners for the time being having the care and superintendence or management of the river cut drain sewer watercourse or work of drainage affected thereby under the hand of the clerk or clerks for the time being of such trustees or commissioners or any of them fail to repair with all practicable expedition any injury (if any) which shall be occasioned by such act or default the Company shall for every such failure forfeit the sum of fifty pounds for every day during which such offence shall continue after the expiration of such twenty-one days which sum shall together with costs of suit be recovered by the trustees or commissioners interested or having the control for drainage purposes of the district where such offence shall be committed against the Company by action at law Provided always that nothing in this section contained shall prevent any body or person aggrieved or injured by any act or default of the Company with respect to any such drainage or navigation from recovering from the Company damages for any injury which they or he may sustain through any act neglect or default of the Company or by means or on account of any works to be executed by them :

(7.) Nothing in this Act contained shall authorise the Company to lay or place any main or pipe except along a road as aforesaid in over or through any such river cut drain sewer watercourse or work of drainage without paying reasonable compensation to be first settled and agreed upon and paid to the trustees or commissioners in whom any such river cut drain sewer watercourse or work of drainage may be vested or who may have the control thereof.

**34.** The Company shall not without the previous consent in writing of the Spalding Waterworks Company supply water to any consumer either for domestic or any other purpose within the parish of Spalding. For protection of the  
Spalding  
Waterworks  
Company.

If the Company shall at any time without the written consent of the Spalding Waterworks Company previously obtained supply water in contravention of this section they shall for or in respect of each person or company house or premises local or other authority so supplied pay to the Spalding Waterworks Company on demand a sum of five pounds for each week or part of a week during which

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such supply shall be provided or continued and such sum shall be recoverable with costs of suit by action at law or on an order of a court of summary jurisdiction made on summons.

The Company shall not in the construction of their works in the parishes of Spalding Pinchbeck or Deeping St. Nicholas do or cause to be done any damage to any part of the undertaking of the Spalding Waterworks Company nor displace alter or interfere with the works reservoirs tanks mains service pipes lands waters and other property of the Spalding Waterworks Company without the sanction of the engineer for the time being of the Spalding Waterworks Company and further shall in the parish of Spalding lay any and every main or pipe intended to be laid by the Company in such manner and in such position as the said engineer for the time being of the Spalding Waterworks Company may reasonably require and not otherwise and the Company shall pay the reasonable charges of the said engineer in respect thereof Any difference which may arise between the Company and the Spalding Waterworks Company under this section shall be settled by an arbitrator to be agreed upon and appointed by the Spalding Waterworks Company and the Company and if they shall be unable to agree upon an arbitrator by an arbitrator to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the decision of the arbitrator shall be final and binding and the charges of the arbitrator and the cost of the arbitration shall be in the arbitrator's discretion.

Constant  
supply and  
pressure.

**35.** 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 pressure greater than will be sufficient to make the water reach a level of sixty-two feet above ordnance datum.

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

**36.** The Company shall on the application of any owner or occupier who under the provisions of this Act shall be entitled to demand a supply of water for domestic purposes furnish to such owner or occupier a sufficient supply of water for domestic purposes at rates according to the rateable value of such dwelling-house or part of a dwelling-house not exceeding the following (that is to say):—

Where the rateable value of the premises so supplied with water shall not exceed seven pounds at a rate not exceeding twopence per week :

Where such rateable value shall exceed seven pounds and shall not exceed twenty pounds at a rate per centum per annum not exceeding seven pounds ten shillings :



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Where such rateable value shall exceed twenty pounds and shall not exceed forty pounds at a rate per centum per annum not exceeding seven pounds :

Where such rateable value shall exceed forty pounds and shall not exceed sixty pounds at a rate per centum per annum not exceeding six pounds ten shillings :

Where such rateable value shall exceed sixty pounds and shall not exceed eighty pounds at a rate per centum per annum not exceeding six pounds :

Where such rateable value shall exceed eighty pounds and shall not exceed one hundred pounds at a rate per centum per annum not exceeding five pounds ten shillings :

Where such rateable value shall exceed one hundred pounds at a rate per centum per annum not exceeding five pounds :

In addition to the rates computed as above specified the Company may charge for a supply of water to every water-closet beyond the first the sum of five shillings per annum and to every bath the sum of ten shillings per annum :

Rates for  
water-closets  
and private  
baths.

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

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 tenement ascertained as aforesaid the apportionment in case of dispute to be determined by two justices :

Provided always that in the event of the Company supplying water within the parish of Spalding with the consent of the Spalding Waterworks Company their charges for a supply of water for domestic purposes within that parish shall not exceed five pounds per centum annually on the rateable value of the dwelling-house or part of a dwelling-house supplied.

**37.** The Company shall not be compelled to supply with water any water-closet or any 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

For prevent-  
ing the  
fouling &c.  
of water.

A.D. 1888. — water of the Company nor any bath which shall be capable of containing when filled for use more than fifty gallons of water.

Power to  
Company to  
supply water  
for other than  
domestic  
purposes.

**38.** 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 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 shall not at any time interfere with the supply for domestic purposes.

Power to  
sell or let  
meters.

**39.** The Company may from time to time sell and dispose of meters and any water fittings upon and subject to such terms (pecuniary or otherwise) and conditions as they think fit and may let for hire any meters for ascertaining the quantity of water consumed or supplied and any water fittings for such remuneration in money and on such terms and conditions with respect to the repair maintaining and protection of such meter and fittings and for securing safe access to and the safety and return to the Company of such meter and fittings as may from time to time be agreed upon between the hirer and the Company and such remuneration shall be recoverable in the same manner as water rates rents or charges due to the Company.

Notice to  
Company of  
putting up  
meters &c.

**40.** 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 all alterations or repairs to and the connecting or disconnecting of meters shall be done at his cost and under the superintendence of any officer of or person authorised by the Company 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.

**41.** 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.

**42.** 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 damages 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 *prima facie* evidence that such alteration or prevention has been fraudulently caused by the consumer using such meter.

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**43.** Every consumer of water of the Company shall at all times at his own expense keep all meters belonging to him whereby any water of the Company is registered in proper order for correctly registering such water in default whereof the Company may cease to supply water through such meters and the Company shall at all reasonable times have access to and be at liberty to take off remove test inspect and replace any meter belonging to a consumer such taking off removal testing and inspecting and replacing to be done at the expense of the Company if the meter be found in proper order but otherwise at the expense of the consumer.

Repair of  
meters.

**44.** The Company after forty-eight hours notice in writing under the hand of the secretary or some other officer of the Company to the occupier or if there is no occupier then to the owner or lessee of any building or lands in which any pipe meter or fitting belonging to the Company is laid or fixed and through or in which the supply of water is from any cause other than the default of the Company discontinued for not less than forty-eight consecutive hours may enter such building or lands between the hours of nine in the morning and four in the afternoon or at any other time with the authority in writing of a justice for the purpose of removing and may remove every such pipe meter and fitting repairing all damages caused by such entry or removal.

Power to  
remove  
meters and  
fittings.

**45.** The Company may if requested by any person supplied or about to be supplied or any of whose property or premises is supplied or is about to be supplied by them with water furnish to him and from time to time renew repair or alter any such meters cisterns pipes valves ferrules cocks baths soil-pans and water-closets apparatus receptacles fittings and appliances as are required or permitted by their regulations in connexion with such supply and may provide all materials and do all work necessary or proper in that behalf and the reasonable charges of the Company in providing such materials and executing such work shall be paid by the person requiring the same.

Power for  
Company to  
supply  
materials &c.

**46.** The Company shall not be bound to supply more than one house by means of the same service pipe but they may if they think fit require that a separate pipe from the main be laid into each house supplied by them with water.

Company not  
bound to  
supply  
several  
houses by  
one pipe.



A.D. 1888.

Where  
several  
houses sup-  
plied by one  
pipe each  
to pay.

47. 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 had been separately supplied with water from the works of the Company by a distinct pipe.

Supply of  
water to  
tenements  
in a row.

48. 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 for a supply of water.

Regulations  
for prevent-  
ing waste  
of water.

49. For preventing waste misuse undue consumption or contamination of the water of the Company the following provisions shall have effect (that is to say) :—

- (1.) The Company may from time to time make regulations for the purpose of preventing the waste undue consumption or misuse or contamination of water and may by such regulations prescribe the size make nature materials workmanship and strength and the mode of arrangement connexion disconnexion alteration and repair of the pipes meters cocks ferrules valves soil-pans water-closets baths tanks cisterns and other apparatus fittings means contrivances receptacles or appliances 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 allow or tend to waste or undue consumption misuse erroneous measurement or contamination :
- (2.) No such regulations shall be of any force or effect 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 :
- (3.) No such regulations shall be confirmed until after the expiration of one month after notice in writing to submit the same for confirmation together with a copy of the proposed regulations has been given to the local authorities within the limits of supply who may within the said period of one month make such representations to the Local Government Board as they see fit :
- (4.) A copy of all such regulations in force for the time being shall be kept at the office of the Company and 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 twopence for each copy : A.D. 1888.

(5.) A printed copy of any such regulations dated and purporting to have been made as aforesaid and to be sealed with the seal of the Company 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 :

(6.) In case of failure of any person to observe such regulations as are for the time being in force the Company may if they think fit after twenty-four hours notice in writing enter and by and under the direction of their duly authorised officer repair replace or alter any pipe meter valve cock ferrule tank cistern bath soil-pan water-closet or other apparatus means contrivance 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 to the Company by the person on whose credit the water is supplied and may be recovered by them as water rates are recoverable :

(7.) Any person who shall offend against any such regulations shall (without prejudice to any other right or remedy for the protection of the Company or the punishment of the offender) be liable to a penalty not exceeding five pounds for each offence and to a further daily penalty not exceeding forty shillings for each day or part of a day such offence shall occur after conviction thereof and the Company may in addition thereto recover the amount of any damages sustained by them.

**50.** In proceedings under any bankruptcy or deed of composition or arrangement or liquidation by arrangement with creditors the secretary of the Company or any person appointed in his behalf by writing under his hand may represent the Company and shall be competent to act for the Company and his acts and omissions shall bind the Company in all respects as if the claim or demand of the Company in such proceedings were the personal claim of such secretary or person and not of the Company. Representa-  
tion of the  
Company in  
bankruptcy  
&c.

**51.** Any notice to be served on a person supplied with water may be either in print or in writing (including lithograph) or partly in print and partly in writing (including lithograph) and shall be sufficiently authenticated by the name of the secretary to the Company or if it be a notice to pay any charge in respect of a supply Form and  
service of  
notices by  
Company.

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—

of water by the name of the collector of the Company being affixed thereto in print or in writing (including lithograph) or by a stamp and any such notice may be served on such person either personally or by sending the same through the post by a prepaid letter addressed to him by name at his last known place of abode or business or by delivering the same to some inmate of his last known or usual place of abode or business or to any inmate of the premises supplied or if such premises be unoccupied and the place of abode of the person to be served is after diligent inquiry unknown it shall be sufficient to affix it or a copy thereof upon some conspicuous part of such premises Any instrument so served by post as aforesaid shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that the instrument was properly addressed and posted.

Incoming  
tenant not  
liable for  
arrears.

**52.** The Company shall not be entitled to require from the incoming tenant of any property the payment of arrears of water rate or meter rent left unpaid by any former tenant unless the incoming tenant has undertaken with such former tenant to pay or exonerate him from the payment of such arrears.

Notice of  
discon-  
tinuance.

**53.** 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 office for the time being of the Company.

Liability to  
water rent  
not to  
disqualify  
justices &c.

**54.** 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 rate meter rent or other charge under this Act.

Costs of  
distress.

**55.** 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.

Penalties not  
cumulative.

**56.** Penalties imposed under this Act and the Acts wholly or in part incorporated herewith for one and the same offence shall not be cumulative.

Contracts for  
supplying  
water for  
public  
purposes.

**57.** The Company may from time to time enter into and carry into effect agreements with the urban or rural sanitary authority of any district adjoining the limits of supply or any company authorised to supply water under parliamentary authority within any such district for the supply by the Company to any such



sanitary authority or company respectively 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 and the Company may also from time to time enter into and carry into effect agreements with any such sanitary authority whose district or part of whose district is situate within the limits of this Act for the sale to such sanitary authority of all or any of the water pipes fittings and other waterworks or apparatus or any property of the Company which may be laid or be situate within the district of such sanitary authority From and after the completion of any and every such sale all obligation on the part of the Company to supply water within the district of the sanitary authority to whom any such sale shall be made shall (except so far as may be otherwise agreed between the Company and such sanitary authority) cease and determine Provided that it shall not be lawful for the Company to supply water under any such agreement beyond the limits of this Act or for other than domestic purposes within those limits if and so long as such supply shall interfere with the supply of water for domestic purposes within the limits of this Act.

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

A.D. 1888.

The SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made the sixteenth day of December one thousand eight hundred and eighty-seven between SARAH ELIZABETH WELBY wife of EDWARD MONTAGUE EARLE WELBY of Norton House Norton near Sheffield in the county of York Esquire and herein-after called the vendor of the first part the said EDWARD MONTAGUE EARLE WELBY of the second part and MAJORIBANKS KEPPEL NORTH of Rougham Hall in the county of Norfolk and HERBERT HINDS of Goudhurst in the county of Kent for and on behalf of the Company herein-after mentioned of the third part :

WHEREAS by virtue of the will and codicils of the late Robert Everard of Fulney in the county of Lincoln certain estates in the said county (including as part thereof the piece of land herein-after mentioned) stand limited to the use of the vendor for her life for her separate use without power of anticipation with remainders over And whereas the said vendor has recently sunk a bore-hole on the said piece of land herein-after mentioned for the purpose of obtaining a supply of water for the tenants and occupiers of her neighbouring property and such supply of water is now being obtained therefrom And whereas application is about to be made to Parliament by the said parties hereto of the third part and others for an Act (to be called the South Lincolnshire Fen Water Act 1888) for the purpose of incorporating a Company to be called "the South Lincolnshire Fen Water Company" and to be formed with the object of providing a supply of water to the district of Spalding and other districts to be mentioned in the Act and a copy of the Bill for the said Act is annexed hereto And whereas the said applicants for the said Act have requested the vendor to sell to the said intended Company when duly constituted the piece of land and hereditaments easements and rights herein-after mentioned And whereas the said Edward Montague Earle Welby has contributed (as the parties hereto of the third part do hereby admit) the sum of two hundred pounds towards the expenses incidental to the promotion of the said Bill Now it is hereby agreed between the parties hereto as follows :—

1. The vendor as tenant for life shall sell and the said intended Company (herein-after called "the Company") shall purchase for the consideration herein-after mentioned the fee simple in possession free from incumbrances of the piece of land at the "Tongue End Farm" in the parish of Deeping St. Nicholas in the parts of Kesteven in the county of Lincoln containing one acre in extent which with the abutments and dimensions thereof is delineated and described in the plan hereunto annexed and is thereon coloured pink together with the easement or right of laying and maintaining in perpetuity pipes for the conduct of water from the said first-mentioned piece of land to the road on the bank of the North Drove Drain in manner indicated by a red line on the said plan.



A.D. 1888.

2. The consideration for the said sale shall be as follows (that is to say) First the sum of six hundred pounds to be paid by the Company in accordance with the provisions of the Lands Clauses Consolidation Act 1845 with respect to the payment of compensation for the purchase of lands from persons under disability And secondly an annual rentcharge of the amount herein-after mentioned to be secured charged and made payable and recoverable in the same manner in all respects as if the same were a rentcharge created and taken under the second and fourth sections of the Lands Clauses Consolidation Act 1860 and such rentcharge shall be and remain upon and for the same uses trusts and purposes as if the same had been created and taken as aforesaid.

3. The aforesaid rentcharge shall be of an amount to be calculated as hereinafter provided in respect of every day in which water shall be taken from the said piece of land (that is to say) for the first one hundred thousand gallons taken in any day the sum of one halfpenny for every complete quantity of one thousand gallons and for any fractional part of such quantity for the second one hundred thousand gallons taken in any day the sum of one farthing for every complete quantity of one thousand gallons and for any fractional part of such quantity for any quantity taken in any day in excess of two hundred thousand gallons but not exceeding five hundred thousand the sum of one fifth of a penny for every thousand gallons of such excess or any fractional part of such quantity for any quantity taken in any day in excess of five hundred thousand gallons the sum of one tenth of a penny for every one thousand gallons of such excess or any fractional part of such quantity Provided always that if in any year the amount of the rentcharge calculated as aforesaid shall be less than fifty pounds then the sum of fifty pounds and not less shall be payable as the amount of such rentcharge in such year.

4. The said rentcharge shall commence or be deemed to commence at the expiration of six calendar months from the date on which the purchase under the agreement shall be completed and shall be paid quarterly at intervals of three calendar months the first payment being made at the expiration of three calendar months after the date for the commencement of the said rentcharge.

5. The Company shall at their own expense supply and for ever maintain two good and sufficient meters on the said piece of land for the purpose of measuring the water taken from the said piece of land and such meters shall be kept by the Company in good order for accurate measurement and be open to the inspection of the vendor and her successors entitled to the said rentcharge and her and their agents and servants at all reasonable times and the Company shall keep all necessary accounts and records for the purpose of enabling the amount of the rentcharge payable under this agreement to be duly ascertained from time to time and shall furnish copies of the same free of charge to the vendor and her successors in title from time to time whenever the same shall be required.

6. The Company shall on the first day of every quarter furnish to the vendor or her successors in title to the said rentcharge or her or their agent an account in writing of the quantity of water raised from the said piece of land during the preceding quarter.

7. The purchase of the said land and premises under this agreement is to be completed and the said sum of six hundred pounds and all other moneys payable on completion by the Company under this agreement shall be paid on such day as the Company shall determine not being later than two years after the passing of the said Act at the office No. 62 New Broad Street in the City of London of



A.D. 1888. Messrs. Hanbury Hutton and Whitting the solicitors of the vendor and the Company paying the aforesaid moneys is as from that day to be let into possession of the said land and up to that day all rates taxes and outgoings are (if any) to be apportioned and if from any cause whatever (other than wilful default on the part of the vendor) the completion of the purchase shall be delayed beyond the expiration of two years after the passing of the said Act the said sum of six hundred pounds shall bear interest at the rate of four pounds per cent. per annum from that day to the day of actual payment thereof.

8. The abstract of the vendor's title is not to be delivered until after the Bill for the herein-before mentioned Act shall have become law and the Company shall within twenty-one days after the delivery thereof send to the said solicitors of the vendor a statement in writing of all the objections and requisitions (if any) as to the title or evidence of title or to the abstract and subject thereto the title is to be deemed accepted and all objections and requisitions not included in any statement sent within the time aforesaid are to be deemed waived and time is to be deemed in all respects as of the essence of this clause and if the Company should consistently with this agreement take any objection or make any requisition which the vendor is unable or unwilling to remove or comply with and should not withdraw the same after being required so to do the vendor may by notice in writing delivered to the Company or their solicitor and notwithstanding any intermediate negotiation rescind this agreement and the Company shall thereupon return forthwith all abstracts and papers in their possession belonging to or furnished by the vendor and not make any claim on the vendor for costs or otherwise.

9. The title to the said premises shall commence with an indenture dated the thirteenth day of April one thousand eight hundred and fifty-eight being a conveyance on sale.

10. The property is sold subject to all quit chief and other rents (including the adventurer's drainage tax general drainage rate or general works tax and Welland River outfall tax) and to all other outgoings and easements (if any) affecting the same and if the apportionment of any rate tax or other outgoing becomes necessary in consequence of the sale to be effected under this agreement the same shall be obtained by and at the expense of the Company.

11. No further or other evidence shall be required of the identity of the property herein-before described with the property to which title is shown by the abstract besides such evidence (if any) as may be gathered from the descriptions in the documents abstracted.

12. The said piece of land is believed to be and shall be taken as correctly described and any incorrect statement error or omission found in the description herein-before contained shall not annul the sale nor entitle the Company to be discharged from the purchase or to any compensation in respect thereof.

13. The vendor will retain all documents of title which relate to other property besides that hereby agreed to be sold and will give a statutory acknowledgment of the right of the Company to production of such documents and to delivery of copies thereof but not any undertaking for safe custody of the said documents or any of them.

14. The Company shall within three calendar months after entering into possession of the said land erect and for ever thereafter maintain to the satisfaction of the vendor and her successors in title to the lands adjacent to the said



piece of land a good and sufficient fence or good and sufficient fences around the said piece of land for the protection of man and beast. A.D. 1888.

15. The Company shall during the period of the construction of any works to be at any time or times made by them in or upon the said piece of land hereby agreed to be sold at their own expense repair and keep in repair the private road shown on the plan hereunto annexed from the road on the bank of the North Drove Drain to the said piece of land and after any such works shall have been completed the Company shall contribute the sum of ten pounds per annum towards the keeping in repair of the said road and the said sum of ten pounds shall be paid on the first day of January in every year to the vendor or her successors in title to the site of the said road.

16. Until the Company shall have completed their works upon the said piece of land hereby agreed to be sold in such manner and to such extent as to be able to furnish a sufficient water supply in manner herein-after mentioned for the farm farmhouse farmyard buildings and cottages herein-after referred to the Company shall take all necessary precautions not to obstruct interfere with or diminish the supply of water derived by the vendor or her successors in title or the tenants or occupiers for the time being of her neighbouring property from the bore-hole and other appliances now existing upon the said piece of land and until the Company shall have completed their works as aforesaid it shall be lawful for the vendor and her successors in title and notwithstanding the conveyance of the said piece of land under this agreement to enter into and upon the same and to do all such acts and things as may be necessary or proper for maintaining the aforesaid supply of water.

17. From and after the completion of their said works as aforesaid by the Company they shall at their own expense and free from all charge to the consumers supply a sufficient quantity of water not exceeding twenty thousand gallons per day for all purposes for the farm farmhouse farmyard and buildings at the Tongue End Farm as now occupied by the late Mr. James Cooke's trustees and the cottages connected therewith situate on the said Tongue End Farm or for any farmhouse buildings and cottages which may at any time hereafter be erected upon the site of the said present farmhouse buildings and cottages or any of them.

18. The cost of providing and laying all mains pipes and other appliances for the purposes of the water supply to be provided under the last preceding clause hereof for the farmhouse farmyard and buildings at the Tongue End Farm aforesaid shall be borne by the Company and the cost of providing and laying all additional mains pipes and other appliances required for supplying water to the cottages on the said farm so far as the same shall be laid in or through the land of the Company but not further or otherwise and the cost of making the necessary connexion with the other mains or pipes of the Company shall be borne by the Company.

19. The vendor shall enter into a covenant with the Company with intent to bind herself and so far as she lawfully may also her successors in title to Tongue End Farm aforesaid not to make any bore-holes upon any part of the said farm nor to interfere with the supply of water in any manner or way whatsoever except as provided by this agreement The legal expenses of the vendor in relation to any deed of covenant executed under this clause shall be borne by the Company.



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20. No buildings of any kind shall at any time be erected upon the piece of land hereby agreed to be sold unless the plans and specifications for the same shall be first submitted to and approved by the vendor or her successors in title to the adjacent property but such approval shall not be unreasonably withheld.

21. If the works of the Company to be authorised by the said Act of Parliament on the piece of land hereby agreed to be sold shall not be completed before the expiration of three years from the date of the passing of the said Act the same shall be deemed to be abandoned by the Company and if by reason of such non-completion or at any time afterwards the works or undertaking of the Company shall be abandoned by them the vendor or her successors in title to the rentcharge intended to be hereby secured shall have the right of repurchasing the said piece of land and premises sold under this agreement at the price of fifty pounds and the Company shall not sell the same to any other person unless and until such right of repurchase shall have been refused by the parties entitled to the benefit thereof.

22. In case of any such abandonment as aforesaid the Company shall stop up all bore-holes which shall have been made in the said piece of land other than the said bore-hole which has been sunk by the said vendor as aforesaid which said last-mentioned bore-hole the Company shall in case of such abandonment reopen reinstate and put in good working order and the Company shall take all steps and do all acts and things necessary to prevent the neighbouring district or any drains dykes or sewers therein from being flooded overcharged or otherwise damaged.

23. The conveyance to the Company of the said piece of land and premises shall be prepared by them and at their own expense and shall contain proper covenants on the part of the Company (framed so as to bind the Company and its assigns and also so far as practicable the said piece of land into whosoever hands the same may come and expressed to be made in favour of the vendor and her successors in title to the property or properties intended to be benefited or protected by such covenants respectively) to the effect that the stipulations of this agreement as to maintenance and contribution to the maintenance of roads the user of and building upon the said piece of land and the said right of repurchase and all other matters herein stipulated for and not performed previously to the date of such conveyance shall be performed and observed by the Company and the said conveyance shall contain such rights of re-entry on non-fulfilment of the said stipulations or on non-payment of the said rentcharge as the vendor may reasonably require.

24. The vendor shall support the application for the said Act of Parliament so long as the Bill annexed hereto or such modification thereof as the vendor and the said Edward Montague Earle Welby shall agree to are adhered to and if and so long as the applicants for the said Act shall consent to such amendments or modifications thereof from time to time as are necessary or proper for enabling this agreement to be made binding upon the Company and for empowering the vendor to carry the same into effect but nothing herein contained shall nor shall the contribution by the said Edward Montague Earle Welby of the said sum of two hundred pounds prevent the vendor or the said Edward Montague Earle Welby or any successor in title to the said settled estate from opposing the Bill for the said Act if any modification or alteration should be made in the form thereof which shall not be approved by her him or them and the said parties



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hereto of the third part shall from time to time and on the day following each reading of the said Bill in each House of Parliament give to the vendor due notice in writing of such reading.

25. On the completion of the purchase as aforesaid the Company shall pay to the vendor and the said Edward Montague Earle Welby or as they shall respectively direct their reasonable costs and expenses of and incidental and relating to the preparation execution of and negotiation for this agreement and of and incidental to the negotiation and agreement between the vendor and her tenants of the said Tongue End Farm in relation to the matters herein provided for and also all their costs and expenses of deducing and making out title to the said piece of land and premises and also of the conveyance thereof and also of their appearance in Parliament upon the application for the Act of the Company and all other costs and expenses which under the eightieth section of the Lands Clauses Consolidation Act 1845 would be payable in respect of the premises and the Company shall also repay to the said Edward Montague Earle Welby the sum of two hundred pounds which he has contributed towards the expenses incident to the promotion of the said Bill as herein-before mentioned.

26. If the said intended Company shall not be duly formed and this agreement confirmed by Parliament and made binding upon the said Company during the next ensuing session of Parliament then at any time after the close of the said session it shall be lawful for the parties hereto of the first and second parts on the one hand and the said parties hereto of the third part on the other hand by notice in writing to the other to rescind this agreement.

27. Upon this agreement being confirmed by the intended Act and made binding upon the Company the said parties hereto of the third part shall be discharged from all liability in respect thereof.

28. If the Company shall not duly complete the said purchase in manner herein provided it shall be lawful for the vendor by notice in writing to the Company to rescind this agreement so far as regards the purchase of the said piece of land and premises but such rescission shall be without prejudice to the right of the vendor and the said Edward Montague Earle Welby to recover any moneys payable under this agreement other than the consideration herein-before mentioned and expressed for the said sale.

29. The rescission of this agreement under any of the clauses herein-before contained shall not give rise to any claim for compensation expenses or otherwise.

30. In the event of the death of the vendor before the completion of the sale under this agreement her successors in title shall be deemed to stand in her place for the purpose of this agreement in all respects.

In witness whereof the said parties to these presents have hereunto set their hands.

Witness to the signatures of S. E. Welby  
and Edw. M. E. Welby.

SARAH EVERARD.

SARAH E. WELBY.  
EDWARD M. E. WELBY.

M. K. NORTH.  
HERBERT HINDS.

A.D. 1888.  
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27A. This agreement is made subject to such alterations as Parliament may think fit to make therein and if Parliament makes any material alteration in this agreement it shall be lawful for any of the parties hereto by notice in writing to the other or others of them to rescind this agreement.

M. K. NORTH.  
HERBERT HINDS.

Witness

SARAH EVERARD.

SARAH ELIZTH. WELBY.  
EDWARD M. E. WELBY.

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