



## CHAPTER ccvi.

An Act for extending the limits of supply of the Company of Proprietors of the Weymouth Waterworks and for conferring further powers on that Company for the construction of works and the raising of capital and for other purposes. A.D. 1897.  
[6th August 1897.]

**W**HEREAS by the Weymouth Waterworks Act 1855 (in this Act referred to as "the Act of 1855") the Company of Proprietors of the Weymouth Waterworks (in this Act called "the Company") (who were originally incorporated by an Act passed in the thirty-seventh year of the reign of His late Majesty King George the Third) were empowered to construct and maintain works for the purpose of supplying with water the inhabitants buildings and lands within the limits of the first-mentioned Act and for other the purposes of that Act and the limits of that Act for the supply of water by the Company comprised the whole of the town and borough of Weymouth and Melcombe Regis as existing at the date of that Act and such parts of the parishes of Radipole and Wyke Regis as existing at the same date as were then without the said borough and the parish of Preston-cum-Sutton-Poyntz all in the county of Dorset :

And whereas it is expedient to extend the limits within which the Company may supply water and to empower the Company to construct the works by this Act authorised and to raise further moneys for the purposes of this Act and for the general purposes of their undertaking as by this Act provided and to make further provisions with respect to the Company and their undertaking as in this Act contained :

And whereas it is expedient that provision should be made as contained in this Act for securing a better supply of water to Her Majesty's ships and naval establishments and the establishments of the War Department and the Home Department at and near Portland in the said county and that powers should be conferred

A.D. 1897. upon the Company in that behalf and that the agreement between the Company and the Admiralty as set forth in the schedule to this Act should be confirmed subject as herein-after provided :

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

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

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

Short title  
and mode of  
citing Acts  
of Company.

1. This Act may be cited as the Weymouth Waterworks Act 1897 and the Act of 1855 and this Act may be cited together as the Weymouth Waterworks Acts 1855 and 1897.

Incorporation of  
general Acts.

2. The following Acts and parts of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act (that is to say) :—

The Lands Clauses Acts :

The Waterworks Clauses Acts 1847 and 1863 except the words in section 44 of the former of such Acts “ with the consent in writing of the owner or reputed owner of any such house or of the agent of such owner ” :

The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say) :—

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

The payment of subscriptions and the means of enforcing the payment of calls ;

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

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

The conversion of borrowed money into capital ;

The consolidation of the shares into stock ;

The general meetings of the Company and the exercise of the right of voting by the shareholders ; A.D. 1897.

The making of dividends ;

The giving of notices ;

The provision to be made for affording access to the special Act by all parties interested :

Part I. (relating to cancellation and surrender of shares)

Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts.

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 : Interpretation.

The expression "the works" means the waterworks and the works connected therewith by this Act authorised :

The expression "the added area" means the parishes and part of a parish by this Act added to and included within the Company's limits of supply :

And 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.

4. The limits within which the Company may supply water and exercise the powers conferred upon them by the Act of 1855 and this Act shall extend to and include in addition to the places mentioned in section 5 of the Act of 1855 the parishes of Broadway and Chickerell and such part (formerly known as the parish of Buckland Rippers) of the parish of Radipole as at present constituted as is not included within the existing limits of supply of the Company and within and throughout such extended limits the Act of 1855 as amended by this Act shall henceforth be in full force and have effect : Extension of limits of supply.

Provided always that nothing in this Act shall prejudice or affect any agreement or agreements relating to the supply of water to or within or for the purposes of the added area or any part thereof :

Provided also that if at any time after the expiration of five years from the passing of this Act the Company are not furnishing or prepared to furnish a sufficient supply of water for domestic purposes in accordance with the provisions of this Act in any

A.D. 1897. — parish or part of a parish within the added area the local authority of the district within which such parish or part of a parish is situate may provide a supply in such parish or part of a parish as the case may be in accordance with the provisions of the Public Health Act 1875 or any company or person may apply for an Act of Parliament or Provisional Order for the purpose of supplying water in any parish or part of a parish within the added area not sufficiently supplied by the Company as if in either case there were no company authorised by this Act to supply water therein. If any difference shall arise between the Company and any such local authority company or person as to the sufficiency of the supply of water in any such parish or part of a parish as aforesaid such difference shall be settled on the application of either party by the Board of Trade.

Power to  
make works.

5. 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 enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for those purposes. The works herein-before referred to and by this Act authorised comprise the following principal works and will be wholly situate in the county of Dorset (that is to say) :—

- (1) A line or lines of pipes (No. 1) commencing in the parish of Preston-cum-Sutton-Poyntz at or in the existing pumping station of the Company at Sutton-Poyntz and terminating in the parish of Wyke Regis in the service tank next herein-after described :
- (2) A service tank in the said parish of Wyke Regis to be situate in the field known as Church Naps on the south side of and adjoining the public road from Weymouth to Wyke Regis :
- (3) A line or lines of pipes (No. 2) to be situate wholly in the said parish of Wyke Regis commencing in the intended service tank herein-before described and terminating in the public road leading from Weymouth to Portland at or near the northern end of the bridge known as the Portland Ferry Bridge :
- (4) A line or lines of pipes (No. 3) commencing in the said parish of Wyke Regis at the termination of the line or lines of pipes (No. 2) and terminating in the parish of Portland at a point on the Admiralty railway at or near the bridge carrying that railway over the railway to the wharves at Castleton :

(5) All such cuts aqueducts culverts tunnels drains sluices weirs pumping stations meter houses gauges reservoirs wells tanks banks walls approaches pipes stand-pipes pumps engines machinery works and appliances as may be necessary or convenient in connexion with the before-mentioned works or any or either of them. A.D. 1897.

6. In constructing the works by this Act authorised the Company may deviate laterally from the lines thereof shown on the deposited plans to any extent not exceeding the limits of lateral deviation shown or described on the said plans and may deviate vertically from the levels shown on the deposited sections to any extent not exceeding in any one place five feet upwards and ten feet downwards Provided that except for the purpose of crossing over a stream or a railway no part of any line of pipes shall be constructed or laid so as to be above the general surface of the ground unless it be so shown on the deposited sections. Deviation.

7. The Company shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consent or approval If any such work be commenced or completed contrary to the provisions of this Act the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable accordingly with costs. Works below high-water mark not to be commenced without consent of Board of Trade.

8. For the protection of the Great Western Railway Company (herein-after called "the Great Western Company") and of the Great Western Company and the London and South Western Railway Company (herein-after referred to as "the two companies") the following provisions shall apply :— For protection of Great Western and London and South Western Railway Companies.

(A) In laying down altering improving enlarging extending maintaining or renewing or in executing or effecting the repairs or renewals of any mains pipes culverts or other works in the exercise of the powers contained in this Act upon across

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over under or adjoining or in any way affecting the railways canals lands and property now or hereafter owned or leased by the Great Western Company alone or the two companies jointly or the bridges approaches viaducts stations or other works or any level crossings over any of those railways the same shall be done under the superintendence and to the reasonable satisfaction of the principal engineer of the Great Western Company or of an engineer to be appointed by the two companies as the case may be and only according to such plans and in such manner as shall be submitted to and as shall be previously reasonably approved by him in writing Provided always that if the Great Western Company or the two companies as the case may be shall for a period of fourteen days after the receipt of such plans fail to signify to the Company in writing their approval or disapproval thereof and of the proposed mode of carrying out the works they shall be deemed to have approved thereof but if they shall within the period aforesaid signify their disapproval thereof the matter in difference shall unless otherwise agreed between the Company and the Great Western Company or the two companies as the case may be be determined by arbitration as herein-after provided :

- (B) All such works shall be done by and at the expense of the Company (except as in this section otherwise provided) who shall also restore and make good to the reasonable satisfaction of such engineer as aforesaid the road over any bridge or over any level crossing of any of the said railways or over the approaches to any such bridge so far as the same may be disturbed or interfered with by or owing to any operations of the Company Provided always that where any pipes or mains require to be laid under or across any level crossing of the said railways the Great Western Company or the two companies as the case may be if they elect so to do may themselves lay the same at the cost charges and expenses 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 and so as to cause no interruption to the passage or conduct of traffic over such railways or at to or from any station thereon :
- (D) If any injury or interruption as aforesaid shall arise from or in any way be owing to any of the acts works operations



and matters aforesaid or the bursting leakage or failure of any such-mains culverts pipes or works in under or near to any railway bridge level crossing embankment cutting approach viaduct station land works or property owned or leased by the Great Western Company alone or the two companies jointly the Company shall make compensation to the Great Western Company or the two companies as the case may be in respect thereof the amount of such compensation unless agreed upon to be determined by arbitration in the manner herein-after provided:

(E) The Company shall acquire only such an easement across over or under any of the said railways works or property as may be necessary for constructing or maintaining any of the works of the Company and (except where the works of the Company are constructed in or under a public road) shall pay to the Great Western Company or the two companies as the case may be for any such easement to be acquired by them such sum either annual or otherwise as may be agreed upon or failing agreement as shall be settled in manner provided by the Lands Clauses Acts with respect to the acquisition of lands otherwise than by agreement and the easement so to be taken shall be deemed to be lands so far as respects the proceedings for the acquisition thereof:

(F) If the Great Western Company alone or the two companies jointly as the case may be at any time or times hereafter require (of which they shall be the sole judges) to construct any additional or other works upon their lands or railways or to alter or repair their railways bridges viaducts or works upon across over or under which any of the works of the Company may have been constructed or laid the Great Western Company or the two companies as the case may be may on giving to the Company fourteen days' notice in writing under the hand of their secretary or general manager for the time being and in case of emergency of which the engineer of the Great Western Company or the two companies as the case may be shall be the sole judge without notice divert support or carry the said works of the Company across over or under their lands railways bridges or works at any other point or otherwise deal with the same in as convenient a manner as circumstances will admit without being liable to pay compensation in respect of such diversion supporting carrying or dealing with such works and the Company shall at their own expense shore up or support their mains pipes sewers culverts or other works which may be interfered with during the alteration or repair of any bridges owned or leased by the

A.D. 1897.

Great Western Company alone or the two companies jointly and failing their doing so the Great Western Company or the two companies as the case may be may do so at the expense of the Company :

The Great Western Company or the two companies as the case may be shall execute any such works as aforesaid so as to cause as little injury as may be to the works and property of the Company and so as to cause no interruption in the supply of water afforded by the Company and if any such injury or interruption as aforesaid shall arise or be caused by any of the acts works or operations of the Great Western Company or the two companies as aforesaid the Great Western Company or the two companies as the case may be shall make compensation to the Company in respect thereof the amount of such compensation unless agreed upon to be determined by arbitration in manner herein-after provided :

(G) Except as in this section otherwise provided any dispute or difference which may arise between the Great Western Company or the two companies as the case may be and the Company with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other fit person to be appointed by the Board of Trade on the application of either party.

Power to  
acquire  
additional  
lands.

9. Subject to the provisions of this Act and in addition to any other lands which the Company are by this Act authorised to acquire the Company may enter upon take and use the following lands and property delineated on the deposited plans and described in the deposited book of reference (that is to say) :—

Certain lands in the said parish of Preston-cum-Sutton-Poyntz consisting of the water grist mill known as Croad's Mill with the stable cottage gardens outhouses and premises and the streams waters and water rights occupied therewith and belonging thereto And also two pieces of meadow land adjoining or near and north of the said mill and adjoining and on the east side of the river or stream called the Sutton Spring or Jordon or Preston river :

Certain other lands in the said parish of Preston-cum-Sutton-Poyntz consisting of a piece of pasture land adjoining and on the east north and west sides of the Company's property at the spring head and forming part of certain meadow land known as Spring Bottom And also certain lands lying on both sides of and adjoining the stream between the said spring head and the Company's existing pumping station at Sutton-Poyntz aforesaid.



10. The works by this Act authorised shall subject to the provisions of this Act and of the agreement set forth in the schedule to this Act for all purposes whatsoever form part of and be comprised in the Company's undertaking.

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Works to  
form part of  
undertaking  
of Company.

11. The Company may collect take and divert and may appropriate and use for the purposes of this Act and for the general purposes of their undertaking the waters of the said river or stream called the Sutton Spring or Jordon or Preston river in the said parish of Preston-cum-Sutton-Poyntz and any other streams brooks springs or waters in upon or under any lands now belonging to the Company or which may be acquired by the Company under the powers of this Act and any streams brooks springs or waters which the Company are now authorised to take or use for the supply of water within their existing limits.

Power to  
take waters.

12. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Period for  
compulsory  
purchase of  
lands.

13. 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 by agreement purchase any additional quantity of land not exceeding in the whole twenty acres or any easement right or privilege (not being an easement right or privilege of water in which any persons other than the grantors have an interest) in or over such additional lands which they may from time to time think requisite Provided that the Company shall not cause or permit a nuisance on any such lands and 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.

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

Restriction  
on taking  
houses of  
labouring  
class.

For the purposes of this section the expression "labouring class" means and includes mechanics 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

A.D. 1897. 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.

15. 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 except as to so much thereof as is then completed but nothing herein shall restrict the Company from extending enlarging deepening increasing the number of altering or renewing any of their wells pumps engines machinery mains pipes or other works from time to time as the Company think fit for supplying water in the limits within which they are authorised to supply water.

Power to take easements &c. by agreement.

16. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which any persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

As to charges for supply to waterclosets.

17. Notwithstanding anything contained in the Act of 1855 from and after the twenty-fifth day of December one thousand eight hundred and ninety-seven the charge to be made by the Company for a supply of water for domestic purposes within the added area shall include one watercloset and the charge to be made by the Company for a supply of water in respect of the first watercloset in any house within the limits of supply other than the added area shall be subject to the following provisions (that is to say) :—

In respect of any house the annual rackrent or value of which shall not exceed twelve pounds the charge for such watercloset shall not exceed one shilling and fourpence per annum in addition to the charge for domestic supply :

In respect of any house the annual rackrent or value of which shall exceed twelve pounds but shall not exceed fifteen pounds the charge for such watercloset shall not exceed two shillings per annum in addition to the charge for domestic supply.

Definition of annual rackrent or value.

18. The term “annual rackrent or value” where used in the Act of 1855 or in this Act shall mean the gross estimated rental

as the same appears in the valuation list for the time being in A.D. 1897.  
force for the relief of the poor.

19. The Company shall purchase from the Broadway and Upwey Water Company Limited (herein-after called "the Broadway Company") and the Broadway Company shall sell all the pipes apparatus right title interest chattels choses in action and appurtenances whatsoever belonging to the Broadway Company for the sum of one thousand two hundred pounds to be paid by the Company to the Broadway Company within three months from the date of the passing of this Act.

For the protection of the Broadway and Upwey Water Company Limited

The Company shall after the completion of the purchase supply water from the pipes and apparatus to be so purchased by them as aforesaid to houses and premises situate within the parish of Upwey near to and capable of being supplied from such pipes and apparatus until the rural district council of Weymouth (in this section called "the Weymouth Council") shall have purchased from the Company the pipes apparatus and appliances of the Broadway Company situate within the parish of Upwey as herein-after provided and such supply shall be afforded on and subject to the same terms and conditions and with and under the same powers rights and privileges as if such houses and premises had been within the added area.

The Weymouth Council may at any time after they are able and willing to supply water within the parish of Upwey give notice in writing to the Company of their desire to purchase from the Company so much of the pipes apparatus and appliances of the Broadway Company as shall have been acquired by the Company and shall be situate within the said parish of Upwey and the Company shall sell to the Weymouth Council such pipes apparatus and appliances for such price as shall be agreed on or failing agreement as shall be determined by arbitration under and in accordance with the provisions of the Lands Clauses Acts Provided always that if such notice be given within twelve months from the passing of this Act the price to be paid for such pipes apparatus and appliances shall be such a proportion of the said sum of one thousand two hundred pounds as the length of such pipes in the parish of Upwey bears to the total length of pipes purchased by the Company from the Broadway Company.

20. The Company shall charge the mayor aldermen and burgesses of the borough of Weymouth and Melcombe Regis (in this section called "the corporation") in respect of the total amount of water taken by the corporation for public purposes in any quarter of a year the same sum as would be charged by the

Price of water supplied to the corporation of Weymouth for public purposes

A.D. 1897. Company to a trader taking the like quantity of water for the same period.

The Company shall if and when required by the corporation appoint one of the Company's servants to act as turncock for the corporation and the wage of such servant not exceeding sixpence an hour shall be paid to the Company by the corporation.

Confirming  
agreement  
with  
Admiralty.

21. The agreement between the Company and the Admiralty with respect to the construction maintenance and use of the line or lines of pipes (No. 3) by this Act authorised and the supply of water by means thereof as set forth in the schedule to this Act is subject to the provisions of this Act hereby confirmed and made binding upon the parties thereto.

If at any time after the passing of this Act the Portland Urban District Council (in this section referred to as "the Portland Council") shall be able and willing to supply pure and wholesome water within their district and shall with the consent of the Admiralty give notice in writing to the Company of their desire to become parties to the said agreement in lieu of the Company then from and after the twenty-ninth day of September next following the giving of such notice the said agreement shall be read and construed as if the Portland Council instead of the Company had been named therein as parties thereto. Provided always that notwithstanding the substitution of the Portland Council for the Company as parties to the said agreement the Company shall remain liable to afford if required to the Portland Council instead of to the Admiralty a supply of water under and in accordance with the provisions of the said agreement.

From and after such substitution as aforesaid the Portland Council shall pay to the Company during the continuance of the said agreement the sum payable under Article 7 of the said agreement and also such sums as would but for such substitution have been payable by the Admiralty to the Company in respect of such quantity of water not exceeding fourteen million gallons per annum as shall be from time to time taken from the Portland Council for any purpose for which the Admiralty are entitled to a supply of water from the Company under the said agreement.

Agreements  
for supplying  
water for  
public and  
other pur-  
poses.

22. The Company may enter into and carry into effect agreements with any Government department county district or parish council sanitary authority public body company or person for the supply by the Company of water in bulk or otherwise (either within or beyond their limits of supply) to such Government department council authority body company or person respectively for any public sanitary trading or other purposes either within or

beyond such limits 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 do not interfere with the supply of water for domestic purposes in the limits within which the Company are authorised to supply water : A.D. 1897.

Provided also that except for the purposes of the said agreement set forth in the schedule to this Act and of the section of this Act of which the marginal note is " For the protection of the Broadway and Upwey Water Company Limited " the Company shall not under the powers of this section supply water in any parish beyond their limits of supply except with the consent in writing of the local authority of such parish and of any company (if any) empowered by Act of Parliament or any Order confirmed by Parliament to supply water within such parish.

**23.** For preventing waste misuse undue consumption or contamination of the water of the Company the following provisions shall have effect (that is to say) :— Regulations for preventing waste &c. of water.

- (1) The Company may make regulations for the purpose of preventing the waste misuse undue consumption 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 misuse undue consumption erroneous measurement or contamination :
- (2) No such regulations shall be of any force or effect except within such part or parts of the district as the Company for the time being do in fact supply or are prepared on demand 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 :
- (3) 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 the local authorities (as defined by the Public Health Act 1875) within the limits of this Act who

A.D. 1897.

may within the said period of one month make such representation with reference thereto 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 sixpence for each copy:
- (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 and between the hours of nine in the forenoon and four in the afternoon 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 watercloset 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 rent is 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 punishment of the offender) be liable to a penalty not exceeding five pounds for each offence and to a further penalty not exceeding forty shillings for each day whereon such offence shall occur after conviction thereof and the Company may in addition thereto recover the amount of any damages sustained by them.

Power  
to raise  
additional  
capital.

24. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 from time to time raise in addition to the capital which they are authorised to raise by the Act of 1855 any capital not exceeding in the whole for the purposes of this Act and for the general purposes of their undertaking sixty thousand pounds by the creation and issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or



partially by one or more of those modes respectively but the Company shall not issue any share created under the authority of this Act of less nominal value than twenty pounds nor shall any such share or stock vest in the person or corporation accepting the same unless and until the full price of such share or stock including any premium obtained upon the sale thereof shall have been paid in respect thereof. Provided that it shall not be lawful for the Company to create and issue under the powers of this Act any greater nominal amount of capital than shall be sufficient to produce including any premium which may be obtained on the sale thereof the sum of sixty thousand pounds. A.D. 1897.

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

26. Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new shares or stock to which a preferential dividend shall be assigned. Restriction as to votes in respect of preferential shares or stock.

27. The Company shall not in any one year make out of their profits any larger dividend on the additional capital to be raised under the powers of this Act than five pounds in respect of every one hundred pounds actually paid up of such capital whether issued as ordinary or preference capital unless a larger dividend be at any time necessary to make up the deficiency of any previous dividend which shall have fallen short of the said sum of five pounds per centum per annum. Dividends on the additional share capital limited.

28. 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 reduction shall be made in the dividend of each class. Dividend on different classes of shares or stock to be paid proportionately.

29. Notwithstanding anything in this Act contained the Company shall when any shares or stock created under the powers of this Act are to be issued and before offering the same to the holder of any other shares or stock of the Company and whether the ordinary shares or ordinary stock of the Company are or is at a premium or not offer the same for sale by public auction or by tender in such New shares or stock to be offered by auction or tender.

A.D. 1897. — manner at such times and subject to such conditions of sale as the Company shall from time to time determine. Provided that at any such sale no single lot shall comprise more than one hundred pounds nominal value of shares or stock and that the reserved price put upon such shares or stock shall not be less than the nominal amount thereof and notice of the amount of such reserved price shall be sent by the Company in a sealed letter to the Board of Trade not less than twenty-four hours before the day of auction or the last day for the reception of tenders as the case may be and such letter may be opened after such day of auction or last day for the reception of tenders and not sooner and provided that no priority of tender shall be allowed to any holder of shares or stock in the Company except that if any bidding or offer by tender of any holder or holders of shares or stock be the same in amount as any bid or offer made by any other person the bidding or offer of such holder or holders of shares or stock shall be accepted in preference.

Purchase money of shares or stock sold to be paid within three months.

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

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

**31.** The intention to sell any such shares or stock by auction or by tender shall be communicated in writing to the town clerk of the borough of Weymouth and Melcombe Regis and to the secretary of the committee of the London Stock Exchange at least twenty-eight days before the day of auction or the last day for the reception of tenders as the case may be and notice of such intention shall be duly advertised once in each of two consecutive weeks in one or more local newspapers circulating within the said borough.

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

**32.** When any shares or stock created under the powers of this Act have been offered for sale by auction or tender and not sold the same shall be offered at the reserved price put upon the same respectively for the purpose of sale by auction or tender to the holders of ordinary shares or ordinary stock of the Company in manner provided by the Companies Clauses Act 1863. Provided always that any shares or stock so offered and not accepted within the time prescribed by the said Act shall again be offered for sale by public auction or by tender in the manner and subject to the provisions of this Act with respect to the sale of shares or stock created under the powers of this Act but at a lower reserved price than the price put upon the same at the preceding offer thereof for sale by auction or tender and the reserve put upon such shares or stock may upon such second auction or tender if the directors of

the Company think fit be less than the nominal amount thereof and any shares or stock not then sold shall be again offered to the holders of ordinary shares or ordinary stock at the last-mentioned reserved price and so from time to time until the whole of such shares or stock is sold. A.D. 1897.

**33.** Any sum of money which shall arise by way of premium from the issue of any such shares or stock after deducting therefrom the expenses of and incident to such issue shall not be considered as profits of the Company but shall be expended in extending or improving the works of the Company or in paying off money borrowed or owing on mortgage by the Company and shall not be considered as part of the capital of the Company entitled to dividend. Application of premiums arising on issue of shares or stock.

**34.** Any preference shares or stock created and issued under the powers of this Act may be issued subject to the condition that the same may be redeemed by the Company at such price at such times and on such terms and conditions as shall be expressed on the certificates of such shares or stock. Preference shares or stock may be created subject to redemption.

**35.** The Company may in addition to the moneys which they are authorised to borrow by the Act of 1855 subject to the provisions of this Act borrow on mortgage of their undertaking any sum or sums not exceeding in the whole one-fourth part of the amount of the additional capital by this Act authorised to be raised and at the time actually issued by shares or stock but no part thereof shall be borrowed until the whole of the shares or stock at the time issued together with the premium (if any) realised on the sale thereof shall have been fully paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that such shares and stock and premium (if any) have been issued and fully paid up and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof. Power to borrow in respect of additional capital.

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

A.D. 1897.

Priority of  
principal  
moneys  
secured by  
existing  
mortgages.

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

Appoint-  
ment of  
receiver.

**38.** The mortgagees of the Company 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 two thousand five hundred pounds in the whole.

Power to  
create debenture stock.

**39.** The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 as amended by subsequent Acts but notwithstanding anything therein contained the interest of all debenture stock at any time created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Priority of  
money raised  
on mortgage  
or debenture  
stock over  
certain other  
claims.

**40.** All money 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 rentcharge granted or to be granted by them in pursuance of the Lands Clauses Acts or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company which is entitled to rank in priority to or *pari passu* with the interest on their mortgages or debenture stock nor shall anything in this section contained affect any claim for land taken used or occupied by the Company for the purposes of the Company's undertaking and works or injuriously affected by the construction thereof or by the exercise of any powers conferred on the Company.

Application  
of moneys  
raised.

**41.** All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied only to the purposes of this Act and of the Company's undertaking being in all cases purposes to which capital is properly applicable and the Company

may apply to the purposes of this Act to which capital is properly applicable any moneys which they are already authorised to raise and which may not be required by them for the purposes for which the same were authorised to be raised. A.D. 1897.  
—

42. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's Most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby authorised to give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty. Saving  
rights of the  
Crown.

43. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's Most Excellent Majesty in right of Her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty. Saving  
rights of the  
Crown in the  
foreshore.

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

A.D. 1897. The SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made the fifth day of March one thousand eight hundred and ninety-seven between THE COMPANY OF PROPRIETORS OF THE WEYMOUTH WATERWORKS (herein-after called "the Company") of the one part and THE COMMISSIONERS for executing the office of LORD HIGH ADMIRAL OF THE UNITED KINGDOM OF GREAT BRITAIN AND IRELAND (herein-after called "the Commissioners") of the other part.

WHEREAS the Company under the authority of the Weymouth Waterworks Act 1855 and the Act of 37 Geo. III. c. 129 therein recited have power to supply water within the limits in the said Act of 1855 specified (that is to say) The town and the borough of Weymouth and Melcombe Regis as existing at the date of the last-mentioned Act and such parts of the parishes of Radipole and Wyke Regis as existing at the date of the same Act as were then without the said borough and the parish of Preston-cum-Sutton-Poyntz all in the county of Dorset :

And whereas it is of urgent public necessity that H.M. ships and the naval establishments at Portland in the said county of Dorset should be supplied at all times with pure drinking water and a supply of such water is also required for the military and convict establishments at Portland aforesaid but such water is not at all times obtainable at Portland aforesaid :

And whereas the Company intend to promote and endeavour to obtain the passing by Parliament in the present Session of a Bill for enabling the Company (among other things) to extend the limits within which the Company are authorised to supply water to construct and maintain the line or lines of pipes herein-after mentioned if not constructed and maintained by the Commissioners or any other works necessary or incidental thereto so as to enable the Company to supply water in manner and for the purposes herein-after mentioned and also to enable the Company on the one hand and (inter alia) any Government department on the other hand to enter into and carry into effect contracts and agreements for or with respect to the supply by the Company (either within or without their existing or extended limits) to (inter alia) any such Government department of water in bulk or otherwise for any public sanitary trading or other purposes and for sanctioning and confirming with or without modification or alteration any contract or agreement now in force and any further contract or agreement which may be made prior to the passing of the intended Act with respect to the matters aforesaid :

Now these presents witness that the Company so far as relates to the acts on their part to be performed agree with the Commissioners and the Commissioners so far as relates to the acts on their part to be performed agree with the Company as follows (that is to say):—

1. The Commissioners will at the expense of the Admiralty Department obtain at or near the Portland Ferry Bridge within the said parish of Wyke



Regis and the limits by the Weymouth Waterworks Act 1855 authorised for the supply of water by the Company a parcel of land either of fee simple or long leasehold tenure at a peppercorn or other nominal rent sufficient and proper and approved as such in writing by the manager or managers for the time being of the Company to form and be the site of a meter-house to contain the meter or meters pressure gauges and testing tank herein-after mentioned.

2. The Company will on such site at the expense in all things and to the satisfaction of the Commissioners (and which expense the Commissioners will bear and reimburse to the Company) erect on such site a building sufficient and in all respects proper as a house (herein-after called "the meter-house") to contain a meter or meters pressure gauges and a testing tank for ascertaining and verifying the quantity and pressure of delivery of water supplied by the Company to the Commissioners under this agreement and will at the like expense fit up and complete the meter-house to the satisfaction of the Commissioners as evidenced by the approval of the officer appointed by or acting under the Commissioners for that purpose and will in the meter-house set up and place at the expense in all things of the Company a meter or meters pressure gauges and a testing tank sufficient for the purposes aforesaid and such meter or meters pressure gauges and testing tank when set up shall remain the property of the Company. The Commissioners will at their own cost during the continuance of this agreement keep the meter-house in good and substantial repair.

3. Subject to the obligations of the Company under the herein-before mentioned Acts and any Act which may be obtained by the Company as herein-before mentioned and to the extent only of the powers of the Company in relation to the supply of water herein-after referred to the Company will afford a supply from the Company's main at the point herein-after mentioned to the Commissioners in each year during the continuance of this agreement commencing from the twenty-ninth day of September one thousand eight hundred and ninety-seven or so soon thereafter as the line or lines of pipes referred to in clause 4 of this agreement has or have been laid and is or are ready for use of water of the same quality as the water for the time being supplied by the Company within the limits of their district to the extent in quantity of not less than six million or more than fourteen million gallons in any one year and to be supplied in bulk by meter and (subject to the special provisions of this agreement) to be paid for at the rate of sixpence per one thousand gallons. Provided always that the Company shall not be required to afford a supply of more water in any one day than one hundred and fifty thousand gallons.

4. Unless and until the Company shall obtain statutory powers to construct and maintain the line of pipes herein-after mentioned and to furnish a supply of water at Portland aforesaid for the purposes of this agreement the said water supply shall be carried at the cost and risk of the Commissioners in all respects from the Company's main at a point as near as possible to the said meter-house so to be erected as aforesaid and through the said meter to Portland aforesaid by a line of six-inch pipes to be provided and laid by the Commissioners at their own expense and the connexion of

A.D. 1897. the said line of pipes with the Company's main and with the said meter shall be made by the Company at the expense of the Commissioners. In case the Company shall obtain the statutory powers aforesaid before the Commissioners shall have provided and laid the said line of pipes then the Company shall if so authorised by statute or otherwise permit the Commissioners within three calendar months from the time of obtaining such statutory powers as aforesaid to provide and lay the said line of pipes upon the same terms in all respects (including the provisions as to connexion) as are herein-before in this present clause contained. And in case the Company having obtained the statutory powers aforesaid shall provide lay and connect the said line of pipes they shall do so at the expense in all things and to the satisfaction of the Commissioners and shall be deemed to provide and lay the said line of pipes as agents for and on behalf of the Commissioners and shall accordingly be indemnified by the Commissioners against all costs damages expenses risk and liability arising from or incidental to or incurred by reason of the providing laying and maintenance of the said line of pipes and of water passing through the same the intention of the said parties hereto being that by whomsoever the said line of pipes shall be provided and laid the Company shall not incur any cost or risk of any description for or in respect of any line of pipes or works or supply of water situate or afforded beyond the point of supply. And in any event the said line or lines of pipes and all branch pipes therefrom and fittings thereto shall during the continuance of this agreement be kept in good repair and condition by and at the expense of the Commissioners so as to prevent any waste of water and no part of such water supply shall be sold or supplied to any private persons or to the public generally or to any corporations (other than the departments of State and any person or persons or corporations who may be contractors with the departments of State or any of them for the execution of any contracts for works to be executed or things done or supplied at or near Portland aforesaid) it being hereby agreed that the purposes for which the supply is to be afforded are such public purposes as the said departments or any of them shall direct or approve of.

5. The Commissioners will pay to the Company for the water supply under this agreement the minimum sum of one hundred and fifty pounds per annum in respect of which sum the Commissioners shall be entitled (subject to the provisions of this agreement) to obtain a supply at the point aforesaid of six million gallons of water per annum (subject to the provisions of clause 12 of this agreement) without any further payment for the same and for every one thousand gallons of water supplied over and above such quantity of six million gallons per annum the sum of sixpence for every one thousand gallons of such excess of water which shall be so supplied. The said minimum sum shall be payable as from the twenty-ninth day of September one thousand eight hundred and ninety-seven provided the laying of the said line of pipes and branches (if any) therefrom shall be completed by that day and if the same be not then completed then the said sum shall not commence to be payable until from the day upon which the said line of pipes and branches (if any) are properly laid and ready for use as aforesaid and shall continue thereafter to be payable until this agreement shall have been duly determined in some manner hereby provided save only and except that on

any temporary failure or suspension of supply by the Company for any reason mentioned in clause 12 of this agreement a reduction in the fixed minimum sum of one hundred and fifty pounds proportionate to the time during which the supply shall so fail or be suspended shall be allowed or made by the Company to the Commissioners in the event of the consumption of water for that year not amounting to six million gallons. A.D. 1897.

6. All sums which shall become payable to the Company by the Commissioners for the supply of water under this agreement shall in the first instance be estimated at the rate of sixpence per one thousand gallons on the quantity of water actually supplied as shown by the said meter during the quarter ending on each of the days of payment herein-after mentioned and shall be paid quarterly on the twenty-fifth day of December the twenty-fifth day of March the twenty-fourth day of June and the twenty-ninth day of September in each year and any sum which may be necessary to make up the said minimum sum of one hundred and fifty pounds per annum for any year shall be added to the sum estimated as aforesaid and shall be payable together with such estimated sum on the twenty-ninth day of September in such year.

7. The Commissioners will in addition to all sums payable by them for the said water supply under this agreement pay the sum of thirty pounds per annum as and for the rent of the said meter or meters pressure gauges and testing tank or such smaller sum as may represent fifteen per centum on the cost of such meter or meters pressure gauges and testing tank and will make such payment by equal quarterly payments on the days aforesaid.

8. The Company will at their own cost during the continuance of this agreement keep the meter or meters pressure gauges and testing tank to be so set up and placed as aforesaid in good repair and efficient working order but the connexions of pipes with the said meter shall during the continuance of this agreement be kept in repair by the Commissioners under the directions and subject to the approval aforesaid.

9. The Commissioners and the Company as respectively acting by their officers and agents shall have access at all times to the said meter-house and to all accounts and documents which either party may keep there but the officers and agents of the Company only shall have the right to regulate set or reset or do any other act in connexion with the said meter or meters pressure gauges and testing tank though the Commissioners shall have the right to inspect the same or any of them at any reasonable hour in the day time by their officers and to require the same or any of them at the costs of the Commissioners to be tested and their or its accuracy ascertained in such manner as the Commissioners may think necessary And if as the result of any such inspection it shall be found that the meter is out of order and is registering incorrectly it shall be assumed (until the contrary is shown by the Commissioners) that it got out of order on the day preceding the day of such inspection and if the Commissioners can show on what other day since the last inspection of the meter the same got out of order then whether the imperfection of the meter shall tell for or against the Commissioners the quantity of water to be paid for by the Commissioners from the day on which the meter got out of order until the same shall be amended shall after

5A.D. 1897. — the first year of supply be taken to be that supplied by the Company on each of the days in the preceding year corresponding with the days during which the meter shall be out of order and the account shall be adjusted on that footing or if the defect in the meter shall occur during the first year of supply the account for the supply of water while the meter shall be out of order shall be adjusted on such fair and reasonable terms as the engineer of the Company and the officer of the Commissioners or if they cannot agree some third engineer to be agreed on by them shall prescribe and in each and every case from the actual or to be assumed date when the meter got out of order until it has been put into order again. But notwithstanding anything in this clause contained it shall be open either to the Company or the Commissioners to show to the satisfaction of the engineers aforesaid or the final referee what the quantity of water actually supplied by the Company per diem during the period in question was and the account between the Commissioners and the Company shall then be adjusted with reference to the finding and decision of the engineer or ultimate referee.

10. Subject and without prejudice to the provisions of this agreement and of any Act which may be obtained by the Company as aforesaid the Commissioners shall as regards the Company and the Company shall as regards the Commissioners have all such rights and remedies and be under all such obligations and liabilities as the Commissioners and Company respectively would under the Weymouth Waterworks Act 1855 and the Acts incorporated therewith have and be under in the case of a supply of water for other than domestic purposes under section 47 of the said Weymouth Waterworks Act 1855 if Portland aforesaid were within the limits of the said Weymouth Waterworks Act 1855 and the said Act of 37 George III. c. 129 and in particular the provision of section 46 of the said Weymouth Waterworks Act 1855 relating to user of water supplied by the Company for any purposes other than the purposes agreed on shall apply to and be incorporated in this agreement but nothing in this agreement contained shall impose on the Company any obligation or liability to do any act or thing outside the limits of their district for the time being it being however understood that after the Company shall have obtained the statutory powers aforesaid the Company undertake that the water to be supplied under this agreement shall be so supplied at such pressure at the outlet of the said meter as shall be capable of sustaining a vertical column of water the top of which shall have an altitude of not less than eighty-five feet above Ordnance Datum when water is being discharged through the said meter at a rate not exceeding one hundred and five gallons per minute.

11. If any action or proceedings shall be instituted or commenced by any person or persons or corporation whomsoever (other than the Commissioners) against the Company either to restrain the Company from supplying water under this agreement on the ground that such supply either in whole or in part is not authorised by the statutory powers of the Company or in respect of any matter relative to this agreement or the supply of water hereby agreed to be furnished on any ground involving the question whether the Company are or are not acting without statutory power and unlawfully the Company shall at once notify the fact of such action or proceedings having been

A.D. 1897.

commenced or taken to the Commissioners and the Commissioners shall within eight days after such notification shall have been given intimate in writing to the Company whether the Commissioners require the Company to defend or meet or themselves will or will not defend or meet such action or proceedings and in case the Commissioners shall within the period and in manner aforesaid intimate that they either require the Company to defend or meet or themselves will defend or meet such action or proceedings either the Company will defend and meet or it shall be lawful for the Commissioners in the name and on behalf of the Company to defend such action or meet such proceedings in such manner as they shall be advised and the Company will if so required by and at the costs and charges of the Commissioners give the Commissioners all such assistance in defending or meeting such action or proceedings as the Company may be able to give and the Commissioners shall whether the Company shall defend or meet or the Commissioners in the name of the Company shall defend or meet such action or proceedings indemnify the Company against all costs as between solicitor and client charges expenses damages and liability whatsoever of or incident to or consequent on such action or proceedings and in the event of the Commissioners not requiring the Company to defend or meet or either intimating that they will not defend or meet such action or proceedings or failing to intimate within the period and in manner aforesaid whether they will or will not defend or meet such action or proceedings it shall be lawful for the Company without any further consent on the part of the Commissioners to submit to any judgment or order in the nature of an injunction or otherwise which may be made upon them or otherwise to compromise or settle such action or proceedings upon such terms as the Company shall think fit and to determine this agreement subject nevertheless and without prejudice to any cause of action which shall have previously accrued to the Company or the Commissioners by virtue of this agreement and in the event last herein-before mentioned the Commissioners shall pay and indemnify the Company against all costs as between solicitor and client charges expenses damages and liability whatsoever of or incident to or consequent on such action proceedings judgment order compromise or settlement as aforesaid.

12. It shall be lawful for the Company at any time or from time to time to suspend the operation of this agreement and the supply of water hereunder either wholly or in part if by reason of insufficiency or a certain and imminent insufficiency of water or for any reason arising out of or connected with or consequent on insufficiency or a certain and imminent insufficiency of water they shall not be able or shall show by a certificate of their managers or one of such managers (to be verified by statutory declaration) and to be delivered at the office of the resident engineer at the breakwater at Portland aforesaid that within the next forty-eight hours they will not be able to supply their district with water to the full extent of their obligations under their said Acts and any Act which may be obtained by the Company as herein-before mentioned or if by reason of the freezing of water in pipes or the bursting of pipes or other accidents to pipes or to the Company's pumping machinery reservoirs conduits or other works or any necessary repairs to or alterations in or additions to such pipes pumping machinery reservoirs



A.D. 1897. conduits or works or any of them or the turning off of water during fire or other emergency the Company shall be temporarily prevented from furnishing the water supply provided for by this agreement:

Provided always that if by virtue of any Act which may be obtained by the Company as herein-before mentioned Portland shall be included within the district of the Company the Commissioners shall not as to the supply of water under this agreement be in any worse position than the other customers of the Company within the other parts of their district for the time being stand or are placed in as regards their supply of water under the Company's Acts and any suspension of supply under this article of this agreement shall be rateable only and according to the proportion of the quantity of water hereby contracted to be supplied as compared with the quantity of the water which the Company are at the date of such suspension supplying to the rest of their district.

13. Subject to the provisions herein-before contained this agreement shall continue in force during the period of fifteen years from the twenty-ninth day of September one thousand eight hundred and ninety-seven. Provided always that in case the Company shall not during the present session of Parliament obtain the said statutory powers or such of them as may be requisite for the purposes of this agreement it shall be lawful for the Company or the Commissioners after the end of such session and at any time before the Company shall obtain the said statutory powers on giving twelve calendar months' notice to the other of them of their intention so to do expiring on some quarterly day herein-before appointed for payment of sums payable to the Company by the Commissioners to determine this agreement subject nevertheless and without prejudice to any cause of action which shall have previously accrued to the Company or the Commissioners by virtue of this agreement.

14. The Commissioners shall and will pay and discharge all the costs of and incident to the preparation and approval and execution by or on behalf of both parties hereto of this agreement and of a duplicate thereof.

15. It shall be lawful for the Commissioners without any further consent by or on behalf of the Company to admit the War Department and the Home Department or either of those Departments of State to a share in the benefits of this agreement on such terms as may be agreed upon between the Commissioners and those Departments of State or either of them.

16. Every notice notification or intimation hereby required or authorised to be given shall (unless otherwise expressly provided by this agreement) be sufficiently given if it is sent by post in a registered letter addressed to the Company or the Commissioners as the case may be by their proper title at their proper office and such notice notification or intimation shall be deemed to be given at the time at which the registered letter would in the ordinary course be delivered.

17. This agreement is made subject to such alterations as Parliament may think fit to make therein but if the Committee on the Bill make any material alteration therein it shall be competent to either party to withdraw the same.



In witness whereof the Company have hereunto affixed their Common Seal and the Commissioners have set their hands and seals the day and year first above written. A.D. 1897

The Common Seal of the Company of Proprietors of the  
Weymouth Waterworks was hereunto affixed in  
the presence of

W. BOWLES BARRETT

Solicitor

Weymouth.



Signed sealed and delivered by  
Rear-Admiral Sir Frederick  
G. D. Bedford K.C.B. and  
Rear-Admiral Gerard H. W.  
Noel two of the Commis-  
sioners for executing the  
office of Lord High Admiral  
of the United Kingdom of  
Great Britain and Ireland in  
the presence of

FRED. D. G. BEDFORD.

L.S.

G. W. NOEL.

L.S.

CHAS. J. ADAMS

Clerk

Admiralty.

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