



CHAPTER clxii.

An Act to incorporate and confer powers upon the Skegness Water Company and for other purposes. A.D. 1905.

[4th August 1905.]

WHEREAS Skegness in the parts of Lindsey in the county of Lincoln and its neighbourhood have for many years past derived their supply of water from the private waterworks forming part of the settled estate of the Right Honourable Aldred Frederick George Beresford Earl of Scarborough comprised in or subject to the limitations of an indenture of family settlement dated the tenth day of January one thousand eight hundred and seventy-nine under which the said earl is tenant for life thereof and a considerable property in Skegness and its neighbourhood is also comprised in or subject to such limitations :

And whereas it is expedient in order to satisfy the growing demands of the inhabitants that further and better provision be made for affording an improved supply of water to Skegness and the adjoining places in this Act mentioned :

And whereas the said earl and the other persons in that behalf in this Act named are willing on being incorporated into a company with the necessary powers for such purpose to undertake to provide an improved supply of water to Skegness and such adjoining places and it is expedient that they should be incorporated accordingly and that the said private waterworks should be transferred to and vested in the Company so incorporated and that they should be 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 plans and sections showing the lines situations and levels of the works authorised by this Act and also a book

A.D. 1905. of reference to the plans 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 parts of Lindsey in the county of Lincoln and are hereinafter respectively referred to as the deposited plans sections and book of reference:

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

Short title.

1. This Act may be cited as the Skegness Water Act 1905.

Incorporation of Acts.

2. The following Acts and parts of Acts (so far as they are applicable for the purposes and are not inconsistent with the provisions of this Act) are hereby incorporated with this Act (namely):—

(1) The Companies Clauses Consolidation Act 1845 (except the provisions relating to the conversion of borrowed money into capital):

(2) 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 subsequent Acts:

(3) The Lands Clauses Acts:

(4) The Waterworks Clauses Acts 1847 and 1863 (except the words "with the consent in writing of the owner" or reputed owner of any such house or of the agent "of such owner" in clause 44 of the Waterworks Clauses Act 1847) and the provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets shall apply with the necessary modifications to the construction laying down erection and maintenance in any streets or roads of the conduits or lines of pipes by this Act authorised and of any telegraph or telephone posts wires conductors or apparatus which the Company may and which they are by this Act authorised to erect or lay down for the purposes of their water undertaking:

(5) The clauses and provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof and in the application of that Act to this Act the term "railway" shall mean the reservoir and so much of the conduits or lines of pipes by this Act authorised as will not be constructed in a highway and the expression "centre line of the railway" shall mean the outside of the reservoir shown on the deposited plans and the centres of so much of the said conduits or lines of pipes as aforesaid. A.D. 1905.

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 And— Interpreta-
tion.

The expression "the Company" means the Company incorporated by this Act;

The expression "the earl" means and includes the said Aldred Frederick George Beresford Earl of Scarborough or other the person who is for the time being beneficially entitled to possession or receipt of the rents and profits of or otherwise has or can exercise the powers of a tenant for life under the Settled Land Acts over the hereditaments comprised in or subject to the limitations of the said indenture of family settlement dated the tenth day of January one thousand eight hundred and seventy-nine;

The expressions "the existing waterworks" and "the existing undertaking" respectively mean and include all the lands buildings works mains pipes wells tanks filter-beds reservoirs engines pumps machinery appliances apparatus conveniences and other property of what nature or kind soever and all the interests rights liabilities powers privileges easements contracts licences and agreements now vested in or belonging or attaching to or enjoyed by the earl in connection with the existing private waterworks for the supply of water in and near Skegness aforesaid;

The expressions "the waterworks" and "the undertaking" respectively mean and include the existing waterworks and the existing undertaking and the waterworks and the works connected therewith and the undertaking by this Act authorised.

A.D. 1905.
Company in-
corporated.

4. The Right Honourable Aldred Frederick George Beresford Earl of Scarborough the Right Honourable Josslyn Francis Baron Muncaster the Right Honourable Charles Gore Earl of Erroll and all other persons 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 hereinafter mentioned and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "The Skegness 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.

Limits of
Act.

5. The limits of this Act for the supply of water (hereinafter referred to as "the limits of this Act") shall be the parish and urban district of Skegness and the parish of Winthorpe and the part of the parish of Croft which lies to the south-east of the Wainfleet and Skegness Branch of the Great Northern Railway except the severed portion of that part near Merrifields Farm all in the parts of Lindsey in the county of Lincoln.

Power to
local autho-
rity &c. to
supply water
in case Com-
pany fails to
supply.

6. If at any time after the expiration of five years from the passing of this Act the Company are not furnishing or prepared on demand to furnish a sufficient supply of water in accordance with the provisions of this Act in any part of the district of any local authority within the limits of this Act the local authority of such district may provide a supply in the whole or any part of their district within the limits of this Act in accordance with the provisions of the Public Health Act 1875 or any company body or person may apply for an Act of Parliament or Provisional Order for the purpose of supplying water in any part of such district not sufficiently supplied by the Company as if in either case this Act had not been passed.

If any difference shall arise between the Company and any such local authority company body or person as to the sufficiency of the supply of water in any part of such district such difference shall be settled by an arbitrator to be appointed on the application of either party by the Board of Trade.

General pur-
poses of
Company.

7. 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.

8. The capital of the Company shall be thirty thousand pounds in six thousand shares of five pounds each.

A.D. 1905.
Capital.

9. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person 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.

Issue of shares.

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

Calls

11. If any money is payable to a shareholder or mortgagee or debenture stock holder 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.

12. And whereas it will not be necessary that the whole of the capital by this Act authorised should be subscribed to enable the Company to acquire the existing undertaking and to purchase the land for and to construct the works necessary for delivering water from the pumping station by this Act authorised into the high-level tank of the existing waterworks And whereas it is estimated that the value of the land which may be required to be taken compulsorily for the construction of such works will not amount to one thousand pounds Therefore when twenty thousand pounds of the capital of the Company shall have been paid up or subscribed under contract binding the parties thereto their heirs executors and administrators for the payment of the several sums in such portion of capital by them respectively subscribed it shall be lawful for the Company to put in force the powers of this Act in relation to the compulsory taking of land The deposit with the Board of Trade of a statutory declaration by two of the directors and the secretary of the Company that the said sum of twenty thousand pounds has been paid up or subscribed as aforesaid shall be sufficient evidence thereof.

Portion of capital to be subscribed before compulsory powers put in force.

13. The Company may subject to the provisions of this Act borrow on mortgage of the undertaking any sum or sums not exceeding in the whole one third part of the capital by this Act authorised to be raised and at the time actually issued by shares but no part thereof shall be borrowed until the whole of the

Power to borrow.

A.D. 1905. shares at the time issued 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 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 shall be sufficient evidence thereof.

For appointment of a receiver.

14. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall be not less than one thousand pounds in the whole.

Debenture stock.

15. 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 the stock and mortgages were 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.

Priority of mortgages over other debts.

16. All money to be raised by the Company on mortgage or debenture stock under the provisions of this Act and the interest due thereon shall have priority against the Company and the property for the time being 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 their undertaking or works or injuriously affected by the construction thereof or by the exercise of any powers conferred on the Company. A.D. 1905.

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

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

19. The number of first directors shall be five but the Company may vary the number provided that the number be not at any time less than three nor more than five. Number of directors.

20. The qualification of a director shall be the possession of not less than ten shares. Qualification of directors.

21. The quorum of a meeting of directors shall be three but if the number of directors be reduced to three the quorum shall be two. Quorum.

22. The Right Honourable Aldred Frederick George Beresford Earl of Scarbrough the Right Honourable Josslyn Francis Baron Muncaster the Right Honourable Charles Gore Earl of Erroll 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 they continue qualified eligible for re-election At the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power hereinbefore contained for varying 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 duly elected in their stead. First and subsequent directors.

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Auditors.

23. The Company may annually appoint one person or two persons or a firm of chartered accountants to be the auditor or auditors of the Company and it shall not be necessary for any auditor to hold any share in the Company.

Contracts
not to dis-
qualify for
office of
director.

24. Any contract to be made under this Act with any local authority or public body shall not disqualify any of the members of such local authority or public body for the office of director of the Company and no director or shareholder of the Company shall be disqualified for the office of director of the Company by reason of any contract between him and the Company for any loan of money to the Company but no director of the Company being a member of any such local authority or public body shall vote upon any question with reference to any contract with such local authority or public body nor shall any director of the Company vote upon any question with reference to any contract between him and the Company for any loan of money to the Company.

Confirming
agreement
with Earl of
Scarborough.

25. The agreement made between the said Aldred Frederick George Beresford Earl of Scarborough of the one part and Stanley Coetmore Jones of the other part as set forth in the schedule to this Act is hereby confirmed and made binding on the said earl and on the Company as if the Company had been a party to such agreement and the same had been sealed with their common seal Provided always that the said agreement shall be read as if the purchase price referred to therein had been settled by arbitration at the sum of seven thousand three hundred pounds.

Power to
make water-
works.

26. Subject to the provisions of this Act the Company may in the lines and situations and according to the levels shown upon the deposited plans and sections make and maintain the works hereinafter described and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference as may be required for that purpose.

The works hereinbefore referred to will be wholly situate in the rural district of Spilsby in the parts of Lindsey in the county of Lincoln and are as follows:—

- (1) A pumping station with wells tanks boreholes engines and other works in connection therewith to be situate in the parish of Welton-in-the-Marsh with Boothby in and on the eastern side of the field numbered 154 on the $\frac{1}{2500}$ Ordnance survey map (1889 edition) of the said parish:

- (2) A covered service reservoir to be situate in the parish of Welton-in-the-Marsh with Boothby in the north-west corner of the field numbered 95 on the $\frac{1}{2500}$ Ordnance survey map (1889 edition) of the said parish and on the south side of and adjoining Mill Lane: A.D. 1905.
- (3) A conduit or line of pipes (No. 1) to be situate in the parish of Welton-in-the-Marsh with Boothby commencing at the pumping station and terminating at the covered service reservoir:
- (4) A conduit or line of pipes (No. 2) commencing in the parish of Welton-in-the-Marsh with Boothby at the pumping station passing thence into and through the parishes of Orby and Burgh-in-the-Marsh and into and terminating in the parish of Winthorpe at the existing water tank situate in the field numbered 364 on the $\frac{1}{2500}$ Ordnance survey map (1889 edition) of the said parish.

27. The pumping machinery at the pumping station by this Act authorised shall be in duplicate. Provision as to pumping machinery.

28. The Company in addition to the foregoing works may upon any lands for the time being belonging to them or in over or in respect of which they have an easement make and maintain all such cuts channels catchwaters tunnels adits mains pipes conduits aqueducts culverts drifts wells shafts pilot shafts bores drains sluices relief valves washouts overflows waste-water channels weirs stand pipes gauges filter beds water-towers tanks reservoirs banks dams piers embankments walls tramways approaches engines pumps machinery buildings works telegraphs telephones and other apparatus and appliances as may be necessary or convenient in connection with or subsidiary to the waterworks or for the purpose of conducting and managing the same or for obtaining raising taking and distributing water but nothing in this section shall exonerate the Company from any action indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them. Power to make subsidiary works.

29. No telegraphic or telephonic apparatus erected laid down made or maintained under the authority of this Act shall be used for transmitting telegrams which are within the exclusive privilege conferred upon the Postmaster-General by the Telegraph Act 1869. For protection of Postmaster-General.

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Power to
maintain and
alter works
and take and
use springs
&c.

30. Subject to the provisions of this Act the Company may maintain alter improve enlarge extend renew or discontinue all or any of the waterworks and may for the purposes of the undertaking collect impound take use divert and appropriate all or any of the springs streams and waters which can or may be collected or taken by means of the waterworks.

Limits of de-
viation.

31. In the construction of the works authorised by this Act the Company may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plans and where on any road no such limits are shown the boundaries of such road (including for this purpose any footpath and roadside waste adjoining the same) shall be deemed to be such limits and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding in the case of the reservoir three feet upwards and five feet downwards and in the case of all other works to any extent not exceeding three feet upwards and ten feet downwards Provided that except for the purpose of crossing over a stream dyke drain or water-course no part of the pipes shall be raised above the surface of the ground unless and except so far as is shown on the deposited sections.

Period for
compulsory
purchase of
lands.

32. 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
completion
of works.

33. If the works authorised by this Act be not completed within three 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 otherwise in relation thereto shall cease except as to so much thereof as is then completed but nothing in this section shall restrict the Company from extending altering or renewing their waterworks mains and pipes from time to time whenever it shall be necessary for the purpose of increasing or distributing the supply of water under the authority of this Act.

Power to
owners to
grant ease-
ments &c.

34. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act

in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants or to such easements rights or privileges as aforesaid respectively. A.D. 1905.

35. In addition to any other lands which the Company are under this Act authorised to take or purchase the Company may by agreement take purchase or take leases of and hold for the purposes of this Act and for the general purposes of their undertaking any lands not exceeding in the whole ten acres in extent or any easement (not being an easement of water in which persons other than the grantors have an interest) in over or under any such lands and may also by agreement purchase or take leases of and hold any lands which they may deem necessary for the purpose of preventing the fouling of the water of any stream flowing into any of their waterworks or for the protection of their waterworks against nuisances encroachment or injury and so long as any such lands shall be so held they shall not be deemed to be superfluous lands within the meaning of the Lands Clauses Acts But the Company shall not upon any such lands create or permit any nuisance and no buildings shall be erected on such lands except such as are required for or are connected with the purposes of the undertaking. Purchase of land by agreement.

36. The Company may purchase or take on lease houses cottages and buildings for persons in their employ and offices and other buildings for the purposes of their undertaking and may erect maintain and let any of such buildings upon any lands for the time being belonging or leased to the Company. Dwelling-houses for persons in Company's employ.

37.—(1) The Company may in lieu of acquiring any lands for the purpose of the conduits or other works by this Act authorised acquire such easements and rights in such lands as they may require for the purpose of making inspecting maintaining cleansing repairing extending altering renewing enlarging and managing the said conduits or other works and of obtaining access thereto and may give notice to treat in respect of such easements and rights and may in such notice describe the nature thereof And the several provisions of the Lands Clauses Acts (inclusive of those with regard to limited owners and to arbitration and the summoning of a jury) shall apply to such easements and rights as fully as if the same were lands within the meaning of those Acts. Power to acquire easements in lieu of lands.

A.D. 1905.

(2) Provided that as regards any lands taken or used by the Company for the purpose of such conduits or other works where they are respectively laid underground the Company shall not (unless they give notice to treat for such lands and not merely for easements therein) be required or entitled to fence off or sever such lands from the adjoining lands but the owners or occupiers for the time being shall at all times after the completion of the works have the same rights of passing over such lands for all purposes of or connected with the use or enjoyment of the adjoining lands as if such lands taken or used had not been taken or used by the Company.

(3) Provided also that except as to land forming part of a street nothing herein contained shall authorise the Company to acquire by compulsion any such easement in any case in which the owner in his particulars of claim shall require the Company to acquire the lands in respect of which they have given notice to treat for the acquisition of an easement only and every notice to treat for the acquisition of an easement shall be endorsed with notice of this provision.

Company
may lease
&c. spare
lands of
undertaking.

38. The Company may demise and lease for any terms not exceeding seven years and also either before or after making any demise and lease thereof absolutely sell and dispose of to such persons and in such manner as the Company think fit any lands and property for the time being belonging to the Company which they do not require for the purposes of their undertaking (subject nevertheless to the provisions of the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands so far as such provisions are in each case applicable) and on the lease or sale by the Company of any such lands and property they may reserve to themselves all or any part of the water or water rights or other easements belonging thereto and may make the lease or sale subject to such reservations accordingly and may also make any such lease or 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.

Agreements
with Post-
master-
General.

39. The Company may undertake to pay to the Postmaster-General any loss he may sustain by reason of the establishment or maintenance at their request of any post or telegraph office or of any additional facilities (postal or other) in connection with the works authorised by this Act and any expenses incurred by

the Company under such undertaking may be defrayed out of any revenue or funds of the Company. A.D. 1905.

40. In executing the works and exercising the powers by this Act authorised so far as they affect the roads bridges and culverts in the rural district of Spilsby vested in or under the control of the Spilsby Rural District Council (in this section called "the council") the following provisions for the protection of the council shall unless otherwise agreed in writing between the council and the Company apply and have effect (that is to say):—

For protec-
tion of Spils-
by Rural Dis-
trict Council.

- (1) All conduits or lines of pipes to be laid in or along any such road shall be laid in such position in or at the side of the road as the council under the hand of their surveyor shall reasonably direct and shall not without the consent in writing of the council be constructed or laid upon across or so as to interfere with the structural part of any such bridge or culvert but shall be carried over or under the stream drain or watercourse crossed by such bridge or culvert at the side of and not affixed to such bridge or culvert:
- (2) The plan required by section 31 of the Waterworks Clauses Act 1847 shall clearly indicate the position manner and depth in and at which the proposed works are intended to be laid and shall be delivered to the council or their surveyor by the Company not less than fourteen days before they commence to break or open up any road for the purpose of executing the works:
- (3) Nothing in this Act contained shall interfere with the right of the council to alter the level of or deviate or improve in any manner they think fit any road in or along which any conduit or line of pipes of the Company shall have been laid and the Company shall so soon as practicable after receiving notice in writing under the hand of the clerk or surveyor of the council alter the position of any such conduit or line of pipes in the manner and to the extent prescribed by such notice or as in case of difference shall be determined by arbitration in the manner hereinafter prescribed and the expenses of any such alteration deviation or improvement shall be paid to the Company by the council:

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- (4) All works shall be so executed by the Company as not to stop the traffic and so far as reasonably practicable as not in any way to impede or interfere with the traffic on any road :
- (5) The council shall not be liable for or in respect of any damage or injury done to any work of the Company in or under the metalled portion of any road arising from the ordinary use by the council of a steam or other roller not exceeding twelve tons in weight or from the passage of the traffic on such road :
- (6) If any difference arise between the Company and the council under this section such difference shall be settled by arbitration by an engineer to be appointed failing agreement by the President of the Institution of Civil Engineers on the application of either party and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protec-
tion of com-
missioners of
sewers for
county of
Lincoln.

41. For the protection of the commissioners of sewers for the county of Lincoln (in this section referred to as "the commissioners") the following provisions shall unless otherwise agreed in writing between the commissioners and the Company apply and have effect (that is to say):—

- (1) If for the purposes of this Act the Company find it necessary or expedient to construct or lay down any work over under or in any way affecting any river sewer drain watercourse bank or other work subject to the jurisdiction or control of the commissioners such intended work shall be constructed or laid down only in accordance with plans sections and specifications to be previously submitted to and reasonably approved by the surveyor of the commissioners in order that any such intended work shall not interrupt the free passage of water through or otherwise interfere with or prejudicially affect any works under the jurisdiction or control of the commissioners and all such intended works shall be executed repaired and maintained under the superintendence (if such superintendence be given) and to the reasonable satisfaction of such surveyor by and at the expense of the Company :
- (2) If the commissioners at any time or times hereafter in the exercise of their powers and duty deem it

necessary to construct any additional or other works or to alter enlarge or repair any works subject to their control over under or by the side of which any works of the Company may have been constructed or laid the commissioners may by notice in writing require the Company to alter the situation of the same in such manner and within such reasonable time as is specified in the notice and if such notice is not complied with or in case of emergency on giving as long a notice as practicable the commissioners themselves may in order to ensure the safety of the said works of the Company raise sink or otherwise deal with the same in as convenient a manner as the circumstances will admit and doing as little damage as may be but without being liable to pay compensation provided that such work if executed by the commissioners shall be carried out to the reasonable satisfaction of the engineer of the Company and that no such alteration shall be required or made which will permanently injure any works of the Company or unduly interfere with the supply of water by the Company:

Provided also that during any alteration of any works of the Company under this subsection the commissioners shall afford all reasonable facilities for temporarily carrying any conduit or line of pipes of the Company across any such river sewer drain watercourse bank or other work as aforesaid or at the expense of the Company provide such other means as may be practicable so as not to interrupt the continuous supply of water or diminish the pressure of such supply through such conduit or line of pipes:

- (3) If by reason of the execution of the works by this Act authorised any loss or damage shall at any time be sustained by the commissioners the Company shall on demand repay to the commissioners the amount of any such loss or damage:
- (4) The provisions of the Acts which are incorporated with and form part of this Act shall notwithstanding the special provisions in this section contained be and remain in full force and effect save in so far as they are inconsistent with any of such special provisions:

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(5) Except as is by this Act otherwise expressly provided nothing in this Act contained shall be deemed or construed to extend to prejudice diminish alter abridge or take away any of the jurisdictions rights powers or authorities vested in the commissioners and except as aforesaid all the jurisdictions rights powers and authorities vested in them shall be as good valid and effectual to all intents and purposes as if this Act had not been passed :

(6) If any question or dispute arises under this section between the commissioners or their surveyor on the one hand and the Company or their engineer on the other hand the same shall be referred to an engineer to be appointed failing agreement by the President of the Institution of Civil Engineers on the application of either party and the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protec-
tion of Great
Northern
Railway
Company.

42. The following provisions for the protection of the Great Northern Railway Company (hereinafter in this section called "the Great Northern Company") shall unless with the previous consent of the Great Northern Company in writing under their common seal apply and have effect:—

- (1) The expression "Great Northern property" when used in this section shall include any land railway work or convenience belonging to the Great Northern Company :
- (2) The Company may purchase and take and if required so to do the Great Northern Company shall sell and grant according to their estate and interest in and subject to all easements rights and covenants affecting their property an easement or right of constructing and maintaining Conduit (No. 2) as hereinafter mentioned under Great Northern property but save as aforesaid the Company shall not without the previous consent of the Great Northern Company in writing under their common seal purchase or take any Great Northern property :
- (3) The consideration to be paid for the easement or right to be acquired by the Company under the preceding subsection shall in case of dispute be determined in manner provided by the Lands Clauses Acts with

respect to the purchase of lands otherwise than by agreement: A.D. 1905.

(4)—(A) Conduit (No. 2) where it will be constructed under Great Northern property shall consist of an iron pipe not exceeding fourteen inches in diameter and shall be constructed and at all times hereafter maintained so as to permanently support the railway or works of the Great Northern Company which may for the time being be over the same;

(B) All mains and pipes laid by the Company under the powers of this Act over or under any bridge over or under any railway of the Great Northern Company shall be carried over or under the same in such a way as not to interfere with the structure of any such bridge:

(5) Conduit (No. 2) and all other works of the Company upon across over or under any Great Northern property shall be constructed and maintained in accordance with plans sections and specifications to be previously submitted to and reasonably approved by the engineer of the Great Northern Company (hereinafter called "the engineer") or in case of difference between him and the engineer of the Company by an engineer to be appointed as hereinafter provided and all such works shall be constructed and maintained in such manner and at such times as shall be submitted by the Company to and be previously approved by the engineer and under his superintendence and to his reasonable satisfaction. The Company shall give the engineer (except in cases of emergency) not less than forty-eight hours' notice in writing before commencing to execute any works of construction or repair on or affecting Great Northern property:

(6) The Company shall not in the execution maintenance or repair of Conduit (No. 2) or any of their works remove or disturb any of the rails of any railway or work belonging to the Great Northern Company or obstruct hinder or interfere with the free uninterrupted and safe user of any such railway or work or any traffic thereon and shall during the execution or repair of any of their works execute all such temporary works as the engineer may reasonably consider necessary for

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the purpose of avoiding risks to the railways or works of the Great Northern Company or interruption to the traffic thereon :

- (7) The Company shall bear and on demand pay to the Great Northern Company the reasonable expense of the employment by the Great Northern Company during the execution or repair of Conduit (No. 2) or of any work affecting any Great Northern property of a sufficient number of inspectors watchmen and signalmen to be appointed by the Great Northern Company for watching and signalling the same with reference to and during the execution or repair of any such work of the Company and for preventing all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employment of the Company or of their contractors with reference thereto or otherwise and shall also bear and on demand pay the costs of the engineer in connection with the said works :
- (8) In the event of the Great Northern Company raising or lowering the level of or widening their railway over any works of the Company constructed under any easement granted under subsection (2) of this section or making any other alteration or constructing any works which may render necessary or desirable any alteration in such works of the Company the Great Northern Company may at the expense of the Company make all such alterations in the construction and position of such works of the Company as may be necessary or expedient and without making the Company any compensation therefor but in such case the Great Northern Company shall cause as little detriment and inconvenience to the Company as practicable and restore reconstruct or alter such works of the Company in as favourable and suitable a position and with as much speed as practicable :
- (9) If by reason of the execution user or failure of any of the works of the Company or any act or omission of the Company or of their contractors or of any person in the employment of the Company or of their contractors or otherwise any railway or work belonging

to the Great Northern Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Great Northern Company may make good the same and the reasonable expenses thereof as certified by the engineer shall be repaid to the Great Northern Company by the Company on demand and the Company shall indemnify the Great Northern Company against all losses which the Great Northern Company may sustain and shall pay all costs charges and expenses which the Great Northern Company may be put to or incur by reason of the execution user or failure of any of the works of the Company or any act or omission of the Company or their contractors or any person in the employment of the Company or their contractors or otherwise:

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—

- (10) If any difference shall arise between the Company and the Great Northern Company or their respective engineers under this section the same shall be determined by an engineer to be appointed failing agreement by the Board of Trade on the application of either party after notice to the other.

43. The Company shall at the request of the owner or occupier of any dwelling-house or part of a dwelling-house entitled under the provisions of this Act to demand a supply of water for domestic purposes furnish to such owner or occupier a sufficient supply of water for such domestic purposes at rates not exceeding the rates per annum hereinafter specified (that is to say):—

Rates for
supply of
water for
domestic
purposes.

Until the Company have constructed the conduit or line of pipes (No. 2) by this Act authorised and connected the same with and thereby delivered water from the pumping station by this Act authorised into the high-level tank of the existing waterworks the rate per annum to be charged by the Company for the supply of water for domestic purposes shall not exceed six pounds ten shillings per centum upon the gross estimated rental of the premises supplied; and

From and after the day on which the Company have in manner aforesaid delivered water from the said pumping

A.D. 1905.
—

station into the said high-level tank the rates per annum to be charged by the Company for the supply of water for domestic purposes shall not exceed the rates per annum (hereinafter called "the scale of rates") hereinafter specified (that is to say):—

Where the gross estimated rental of the premises so supplied with water does not exceed five pounds per annum the sum of eight shillings and eightpence;

Where such gross estimated rental exceeds five pounds and does not exceed thirty pounds a rate per annum not exceeding ten pounds per centum of such gross estimated rental;

Where such gross estimated rental exceeds thirty pounds and does not exceed fifty pounds a rate per annum not exceeding nine pounds ten shillings per centum of such gross estimated rental;

Where such gross estimated rental exceeds fifty pounds and does not exceed seventy pounds a rate per annum not exceeding nine pounds per centum of such gross estimated rental;

Where such gross estimated rental exceeds seventy pounds and does not exceed one hundred pounds a rate per annum not exceeding eight pounds ten shillings per centum of such gross estimated rental;

And where such gross estimated rental exceeds one hundred pounds a rate per annum not exceeding eight pounds per centum of such gross estimated rental:

Provided that the Company shall not be compelled to furnish such supply for any less sum than eight shillings and eightpence in any one year nor for any less period than twelve months.

For the purposes of this section the gross estimated rental of any such premises as aforesaid shall be ascertained by the valuation list in force at the commencement of the quarter for which the 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 gross estimated rental of a part only of any hereditament entered in the valuation list or poor rate (such part not being separately assessed to the rate for the relief of the poor) such gross estimated rental shall be a fairly apportioned part of the gross estimated rental of the whole

tenement ascertained as aforesaid the apportionment in case of dispute to be ascertained by a court of summary jurisdiction. A.D. 1905.

Nothing in this section shall entitle the Company in any case to demand for the water rate for any house or part of a house included in any division of the scale of rates a greater sum than they would be entitled to demand if the house or part thereof were of just sufficient rent or value to bring it within the next division of the scale of rates relating to premises of a higher rent or value whereon a lower rate per centum is chargeable.

44. In addition to the charges for the supply of water for domestic purposes by this Act authorised the Company may charge in respect of every watercloset beyond the first (for which no additional charge shall be made) on any premises within the limits of this Act a sum not exceeding five shillings per annum and for every fixed bath capable of containing more than fifty gallons such sum as the Company may think fit and for every fixed bath capable of containing not more than fifty gallons the sums following (that is to say) Until the Company have constructed the conduit or line of pipes (No. 2) by this Act authorised and connected the same with and thereby delivered water from the pumping station by this Act authorised into the high-level tank of the existing waterworks a sum not exceeding ten shillings per annum and from and after the day on which the Company have in manner aforesaid delivered water from the said pumping station into the said high-level tank a sum not exceeding seven shillings and sixpence per annum.

Charge for waterclosets and baths.

All such additional sums shall be paid quarterly in advance and shall be recoverable in all respects with and as the water rate.

45. From and after the day on which the Company have in manner aforesaid delivered water from the said pumping station into the said high-level tank the source of supply of the existing waterworks shall not be utilised for domestic purposes unless and so long only as the Company are prevented by unavoidable cause or accident from supplying water from the pumping station by this Act authorised.

Abandonment of existing supply.

46. Where a house supplied with water is let to monthly or weekly tenants or tenants holding for any other period less than a quarter of a year the owner instead of the occupier shall if the Company so determine pay the rate for the supply but the

Rates payable by owners of small houses.

A.D. 1905. — rate may be recovered from the occupier and may be deducted by him from the rent from time to time due from him to the owner. Provided that no greater sum shall be recovered at any one time from any such occupier than the amount of rent owing by him or which shall have accrued due from him subsequent to the service upon him of a notice to pay the rate.

Company not bound to supply several houses by one pipe.

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

Notice of discontinuance.

48. 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 signed by or on behalf of the consumer and be left at or sent by post to the office of the Company.

Byelaws for preventing waste &c. of water.

49.—(1) The Company may make byelaws for the purpose of preventing the waste undue consumption misuse or contamination of water and may by such byelaws prescribe the size nature materials workmanship and strength and the mode of arrangement connection disconnection alteration and repair of pipes meters cocks ferrules valves soilpans waterclosets baths cisterns and other apparatus (in this section referred to as "water fittings") to be used and forbid any arrangements and the use of any water fittings which may allow or tend to waste undue consumption misuse erroneous measurement or contamination.

(2) Such byelaws shall apply only in the case of premises to which the Company are bound to afford and do in fact afford or are prepared on demand to afford a constant supply and only after the same shall have been submitted to and confirmed by the Local Government Board who are hereby empowered to confirm the same.

(3) Such byelaws shall not be confirmed until after the expiration of two months after notice in writing to submit the same for confirmation together with a copy of the proposed byelaws shall have been given by the Company to the local authorities within the limits of this Act who may within the said period of two months make such representations to the Local Government Board as they see fit.

(4) A copy of all such byelaws 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 byelaws for the time being in force to every person applying for the same on payment of a sum not exceeding twopence for each copy.

(5) A printed copy of any such byelaws 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 byelaws without further or other proof.

(6) In case of failure of any person to observe such byelaws 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 water fittings belonging to or used by such person and not being in accordance with the requirements of such byelaws and the expense of every such repair replacement or alteration may be recovered by the Company as the water rates in respect of the premises are recoverable.

(7) Any person who shall offend against any such byelaws shall (without prejudice to any other right or remedy for the protection of the Company) 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 continue after conviction thereof and the Company may in addition thereto recover from such person the amount of any damages sustained by them.

50. The Company may supply water for other than domestic purposes on such terms and conditions as the Company think fit and may supply water by measure either for domestic or other purposes and the moneys payable for the supply of water under this section shall be recoverable in the same manner as water rates Provided always that no person shall be entitled to a supply of water for other than domestic purposes if such supply would interfere with the sufficiency of the supply of water for domestic purposes.

Supply by measure for other than domestic purposes.

51. The Company shall not be bound to supply with water otherwise than by measure any building used by an occupier as a dwelling-house whereof any part is used by the same

Supply to houses partly used for trade &c.

A.D. 1905. occupier for any trade or manufacturing purpose for which water is required.

Price of supply by measure.

52. The price to be charged for a supply of water by measure shall not exceed one shilling and sixpence per thousand gallons.

Power to sell or let meters.

53. The Company may sell meters and any fittings connected therewith upon and subject to such terms (pecuniary or otherwise) and conditions as they think fit. The provisions of section 14 of the Waterworks Clauses Act 1863 shall extend to authorise the Company to let for hire any water fittings to any person supplied by them with water.

Company to keep certain meters in repair.

54. The Company shall at all times at their own expense keep all meters or other instruments for measuring water let by them for hire to any consumer in proper order for correctly registering the supply of water and in default of their so doing the consumer shall not be liable to pay rent for the same during such time as such default continues. The Company shall for the purposes aforesaid have access to and be at liberty to remove test inspect and replace any such meter or other instrument at all reasonable times.

Repair of certain meters by consumer.

55. 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.

Register of meter to be *primâ facie* evidence.

56. Where water is supplied by measure the register of the meter or other instrument for measuring water shall be *primâ facie* evidence of the quantity of water consumed and in respect of which any water rate or rent is charged and sought to be recovered by the Company. Provided that if the Company and the person to whom the water is supplied differ as to the quantity consumed such difference shall be determined on the application of either party by a court of summary jurisdiction who may also order by which of the parties any costs of the proceedings before them

shall be paid and the decision of such court shall be final and binding on all parties. A.D. 1905.

57. Before any person connects or disconnects any meter by means of 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 and the connecting and disconnecting of meters shall be done at his cost and under due 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.

Notice to
Company of
connecting or
disconnect-
ing meters.

58. The Company by their agents or workmen 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 be no occupier then to the owner or lessee of any house building or land 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 the space of forty-eight hours may enter such house building or land 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 damage caused by such entry or removal.

Power to re-
move meters
and fittings.

59. Every person who wilfully fraudulently or by culpable negligence injures or suffers to be injured any pipe meter or other instrument for measuring water or any fittings belonging to the Company or who fraudulently alters the index to any meter or other instrument for measuring water or prevents any meter or other instrument for measuring water from duly registering the quantity of water supplied or fraudulently abstracts consumes or uses water of the Company shall (without prejudice to any other right or remedy for the protection of the Company) be liable to a fine not exceeding five pounds and the Company may in addition thereto recover the amount of any damage by them sustained And in any case in which any person has wilfully fraudulently or by culpable negligence injured or suffered to be injured any pipe meter instrument or fittings belonging to the Company or has fraudulently altered the index to any meter or other instrument for measuring water or prevented the same from duly registering the quantity of water supplied or has fraudulently

Injuring me-
ters &c.

A.D. 1905.

abstracted consumed or used water of the Company the Company may also enter upon the premises occupied by the offender and repair such injury and do all such works matters and things as may be necessary for insuring the proper registering by such meter of the quantity of water supplied by means thereof and the expense of such repair and of all such works matters and things shall be repaid to the Company by the person so offending and may be recovered by them as water rates are recoverable The existence of artificial means for causing such injury alteration or prevention or for abstracting consuming or using water of the Company when such pipe meter instrument or fittings is or are under the custody or control of the consumer shall be *prima facie* evidence that such injury alteration prevention abstraction consumption or use as the case may be has been fraudulently knowingly and wilfully caused by the consumer using such pipe meter instrument or fittings.

Power to supply materials.

60. The Company may if requested by any person supplied or about to be supplied by them with water furnish to him and repair or alter but shall not manufacture any such pipes valves cocks cisterns baths meters soilpans waterclosets apparatus and receptacles as are required or permitted by their regulations 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 to lay pipes in streets not dedicated to public use.

61. The Company may on the application of the owner or occupier of any premises within the limits of this Act abutting on or being erected in any street laid out but not dedicated to public use supply such premises with water and may lay down take up alter relay or renew in across or along such street such pipes and apparatus as may be requisite or proper for furnishing such supply.

Contracts for supplying water in bulk.

62. The Company may enter into and carry into effect agreements with any local or road authority company or persons for the supply of water whether within or beyond the limits of this Act to any such authority company or persons respectively in bulk for any purpose and for such remuneration and on such terms and conditions and for such period as may be agreed upon Provided that such supply shall not be given beyond the limits of this Act except with the consent of any company or person supplying water under Parliamentary authority within the district

to be supplied and of the local authority of that district nor if and so long as such supply would interfere with the supply of water for domestic purposes within the limits of this Act.

A.D. 1905.

63. Any notice to be served on a person supplied with water 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 of water by the name of the collector of the Company being affixed thereto in writing 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 at 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 proper inquiry unknown it shall be sufficient to affix it or a copy thereof upon some conspicuous part of such premises.

Form and service of notices by Company.

64. Where under this Act any question or dispute is to be referred to an arbitrator or to arbitration then unless other provision is made the reference shall be subject to the provisions of the Arbitration Act 1889.

Application of Arbitration Act 1889.

65. No justice or judge of any court shall be disqualified from acting in the execution of this Act by reason of his being liable to the payment of any water rent meter rent rate or charge under this Act.

Liability to water rent not to disqualify justices &c.

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

Contents of summons &c.

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

Penalties not cumulative.

68. Save as otherwise by this Act expressly provided all offences against this Act and all penalties forfeitures costs and expenses imposed or recoverable under this Act or any byelaw made in pursuance thereof may be prosecuted and recovered in a summary manner Provided that costs or expenses except such as are recoverable along with a penalty shall not be recovered as penalties but may be recovered summarily as civil debts.

Recovery of penalties.

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 Recovery of
 demands.

69. Proceedings for the recovery of any demand made under the authority of this Act or any incorporated enactment whether provision is or is not made for the recovery in any specified court or manner may be taken in any county court provided that the demand does not exceed the amount recoverable in that court in a personal action.

Power to
 Skegness
 Urban Dis-
 trict Council
 to purchase
 undertaking.

70.—(1) If the Skegness Urban District Council (hereinafter called "the council") shall introduce a Bill into Parliament and bonâ fide promote the same in any one of the next three available sessions of Parliament to empower them to purchase the undertaking of the Company the Company shall not oppose such Bill except in so far as may be necessary in order to secure the insertion therein of clauses to protect their interests with respect to such purchase and for that purpose the Company shall be at liberty to petition either or both Houses of Parliament and to appear on such petition by counsel agents and witnesses if they think fit and if in either of such sessions the council obtain an Act authorising such purchase or be otherwise authorised to make such purchase and within six months after the expiration of a period of three years from the passing of this Act give a written notice of their intention to purchase the Company shall sell and transfer and the council shall purchase and acquire the undertaking property rights powers and privileges of the Company free from all liabilities of the undertaking.

(2) The price payable by the council on such sale and purchase as aforesaid shall be such sum as may be determined failing agreement by an arbitrator to be appointed failing agreement as hereinafter provided.

(3) The arbitrator shall value separately the lands and premises agreed to be sold to the Company under the agreement set forth in the schedule to this Act:—

As to the land and premises and waterworks referred to under heading (1) in Article 2 of the said scheduled agreement at the sum of six thousand five hundred pounds and as to the land and premises referred to under heading (2) in Article 2 of the said agreement at the sum of eight hundred pounds.

(4) The arbitrator shall further allow a sum equal to the amount of the capital expenditure reasonably incurred by the Company (other than expenditure under the said scheduled

agreement and expenditure under the section of this Act whereof the marginal note is "Costs of Act") together with a sum equal to ten per centum upon such expenditure and in addition interest at four per centum per annum on such expenditure from the time of the same having been incurred until the day on which water is delivered from the pumping station by this Act authorised into the high-level tank of the existing waterworks or until the date of completion of the purchase whichever shall first happen. Provided that the Company shall not be entitled to claim under this subsection any capital expenditure in excess of twenty-five thousand pounds unless and so far as such excess has been expended with the consent of the council. The Company shall immediately upon the determination of the said period of three years deliver to the council if required by them and if they have previously obtained powers to purchase the undertaking such particulars as the council may reasonably require of the Company's expenditure in this subsection mentioned.

(5) All other terms and conditions of such sale and purchase shall failing agreement be determined by the arbitrator.

(6) The council shall in addition pay to the Company upon the completion of the purchase—

(A) Interest at the rate of four per centum per annum on the sum of seven hundred and thirty pounds (part of the said sum of eight hundred pounds) from the date on which the Company acquire from the earl the land and premises comprised in the said scheduled agreement to the day on which water is delivered from the pumping station by this Act authorised into the high-level tank of the existing waterworks or to the date of such completion whichever shall first happen ;

(B) The costs charges and expenses incurred by the Company under the section of this Act whereof the marginal note is "Costs of Act" such costs charges and expenses to be taxed by the taxing officer of the House of Lords or of the House of Commons together with interest at four per centum per annum from the date of payment thereof to the day on which water is delivered from the pumping station by this Act authorised into the high-level tank of the existing waterworks or to the

A.D. 1905.

date of such completion whichever shall first happen upon the amount of such costs charges and expenses; and

- (c) The taxed costs charges and expenses of the Company of and incident to the arbitration with and the transfer of the undertaking to the council and of and to the winding up of the Company.

(7) Subject as hereinbefore provided any difference which shall arise under this section between the Company and the council shall be determined by an arbitrator to be appointed in case of difference by the Board of Trade and the Arbitration Act 1889 shall apply to any arbitration under this section.

Costs of Act.

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

The SCHEDULE hereinbefore referred to.

A.D. 1905.

AN AGREEMENT made the third day of March 1905 between the Right Honourable ALDRED FREDERICK GEORGE BERESFORD EARL OF SCARBROUGH (hereinafter called "the earl") of the one part and STANLEY COETMORE JONES of Skegness in the county of Lincoln as agent for and on behalf of the Company to be incorporated by a Bill now pending in Parliament intituled "A Bill to incorporate and confer powers upon the Skegness Water Company and for other purposes" (hereinafter called "the Company") of the other part.

It is hereby agreed as follows:—

1. The earl in exercise of the powers conferred on him by the Settled Land Acts 1882 to 1890 as tenant for life under an indenture of family settlement dated the 10th day of January 1879 shall sell and the Company shall purchase at a price to be settled by arbitration in accordance with the provisions of the Lands Clauses Acts (as defined by the Interpretation Act 1889) with respect to the purchase and taking of lands otherwise than by agreement First all the land containing 4,386 square yards or thereabouts situate in the parish of Winthorpe in the said county of Lincoln delineated and coloured pink on the plan annexed to this agreement and the engineer's house engine-house filter beds and other works on or in such land and also the borehole situate to the north of such land and shown on the said plan and the suction main from such land to such borehole and an easement for the inspection maintenance repair and user of such suction main and borehole and also a right of way for all purposes over a strip of land of a width of 15 feet running from such land to such borehole above and in the same line as the said suction main and coloured yellow on the said plan And also all other the works mains pipes wells boreholes tanks filter beds reservoirs engines pumps machinery appliances apparatus conveniences and other property of what nature or kind soever and all the interests rights liabilities powers privileges easements contracts licences and agreements now vested in or belonging or attaching to or enjoyed by the earl in connection with the existing private waterworks for the supply of water in and near Skegness in the said county of Lincoln but not including any land other than the lands hereinbefore particularly described And secondly (by way of sale and purchase and not by way of exception) the land containing two roods or thereabouts situate in the parish of Welton-le-Marsh in the said county of Lincoln and right of way conveyed to the uses of the said family settlement by an indenture dated

A.D. 1905. the 27th day of June 1904 and made between Thomas Rogers of the first part the Reverend Richard Arthur Walls of the second part the earl of the third part and the trustees of the said family settlement of the fourth part and the boring which has been sunk in such land.

2. The basis of the valuation of the said lands and premises agreed to be sold shall be—

(1) The fair value of the land and premises first above mentioned and of the said existing private waterworks as a going concern ;

(2) The actual outlay for purchase-money costs charges and expenses incurred by the earl or his trustees in acquiring and redeeming from land tax the land secondly above mentioned and sinking a boring thereon including fees to a water engineer for his report on the best means of supplying water to Skegness which resulted in the purchase of the said land secondly above mentioned and the sinking of the said boring.

3. The said purchase shall be completed on the 5th day of October 1905 or such other day as may be agreed upon for completion and up to and including that day the possession rents tolls and other income of the said premises shall be retained and received and the outgoings shall be discharged by the earl and as from that day the Company having paid the purchase money such possession rents tolls and other income shall be taken and received and the outgoings shall be discharged by the Company and all necessary and proper apportionments shall be made for giving effect to this clause and a proper conveyance of the said premises to the Company shall be executed and duly stamped And if from any cause whatever the said purchase money shall not be paid on that day the Company shall pay interest thereon from that day until payment thereof at the rate of 4 per centum per annum.

4. The conveyance to the Company shall be executed in duplicate and shall contain covenants by the Company with the earl and his successors in title so framed as to run with the land that when required by the earl the Company will plant and for ever thereafter maintain a quickset fence (protected so long as is necessary by a four-holed post and rail fence on either side thereof) on those portions of the boundaries of the land delineated and coloured pink on the plan annexed to this agreement which are not already fenced and also will at all times hereafter maintain a good and sufficient boundary fence to the satisfaction of the earl on all sides of the said land containing two roods or thereabouts situate in the parish of Welton-le-Marsh aforesaid.

5. The Company shall pay the costs charges and expenses of all parties of and incidental to this agreement and the duplicate thereof and the duplicate of the said conveyance and such other costs charges and expenses as are provided for by the said Lands Clauses Acts in the case of lands purchased and taken otherwise than by agreement.

6. The Company shall not in exercise of any of their powers take or purchase otherwise than by agreement any land comprised in or subject to the uses of the said family settlement other than the lands hereinbefore agreed to be sold.

7. This agreement shall be scheduled to the said Bill and is made subject to the sanction of Parliament and to such alterations therein as either House of Parliament may think fit to make but in the event of either House of Parliament making any material alteration or in the event of the said Bill not receiving the Royal Assent before the 1st day of September 1905 it shall be in the option of either party to cancel this agreement.

As witness the hands of the parties hereto.

Witness to the signature of the said
Aldred Frederick George Beresford
Earl of Scarborough

SCARBROUGH.

EDWARD CLAYDON

Footman to Earl of Scarborough.

Witness to the signature of the said
Stanley Coetmore Jones

STANLEY COETMORE JONES.

ALFD. P. BULL

Clerk to Messrs. Few & Co.

19 Surrey Street Strand

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