

**CHAPTER lxxxiv.**

An Act to authorise the construction of further waterworks and the taking of water from the River Bure for the purpose of affording increased supplies of water by the Great Yarmouth Waterworks Company and the Lowestoft Water and Gas Company to confer further powers upon those Companies with reference to their respective undertakings and for other purposes. A.D. 1907.
[26th July 1907.]

WHEREAS by the Great Yarmouth Waterworks Act 1853 the Great Yarmouth Waterworks Company (in this Act called "the Great Yarmouth Company") were incorporated and were authorised to construct certain waterworks for the purpose of supplying the parishes and places of Great Yarmouth Ormesby St. Margaret and Ormesby St. Michael (otherwise Great and Little Ormesby) Caister Gorleston and Southtown with water from Ormesby Broad in the county of Norfolk :

And whereas further powers were conferred upon the Great Yarmouth Company by the following Acts (that is to say):—

- The Great Yarmouth Waterworks Act 1857 ;
- The Great Yarmouth Waterworks Act 1869 ;
- The Great Yarmouth Waterworks Act 1880 ; and
- The Great Yarmouth Waterworks Act 1899 :

And whereas by the Lowestoft Water Gas and Market Act 1853 the Lowestoft Water Gas and Market Company were incorporated and further powers were conferred upon such company by the following Acts (that is to say):—

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The Lowestoft Water Gas and Market Act 1857 ;
The Lowestoft Water Gas and Market Act 1863 ;
The Lowestoft Water Gas and Market Act 1877 ;
The Lowestoft Water and Gas Act 1897 ; and
The Lowestoft Water and Gas Act 1899 :

And whereas by the Lowestoft Water and Gas Act 1897 the name of that Company was changed to that of the Lowestoft Water and Gas Company (in this Act called "the Lowestoft Company") :

And whereas for the purpose of enabling the Great Yarmouth Company and the Lowestoft Company (in this Act together referred to as "the Two Companies") to afford increased supplies of water it is expedient to authorise the Great Yarmouth Company to take and abstract water from the River Bure and to construct further works and to acquire the lands hereinafter described and to authorise the Lowestoft Company to contribute towards the cost of such works and the purchase of such lands :

And whereas it is expedient to empower the Two Companies or either of them to convey sell and distribute the water taken under the powers of this Act and of their existing Acts :

And whereas in order to preserve the purity of the water to be taken from the River Bure it is expedient to confer upon the Great Yarmouth Company the powers in this Act contained :

And whereas it is expedient to authorise the Lowestoft Company to supply water by measure and to supply gas in bulk as hereinafter provided :

And whereas it is expedient to authorise the Lowestoft Company and the mayor aldermen and burgesses of the borough of Lowestoft (in this Act called "the corporation of Lowestoft") to enter into agreements as to the construction by the corporation of Lowestoft of sea defences for the protection of the North Beach at Lowestoft and to empower the Lowestoft Company to contribute to the cost of such works and to sanction and confirm any expenditure already incurred by the Lowestoft Company with reference to such purpose :

And whereas it is expedient to authorise the Two Companies or either of them to supply water in bulk beyond as well as within their respective limits of water supply and to enter into agreements

between themselves and with any local authority company or person with reference to such supply : A.D. 1907.

And whereas it is expedient that the Two Companies should respectively be authorised for the purposes of this Act and for the general purposes of their respective undertakings to raise further capital :

And whereas plans and sections showing the lines situations and levels of the works authorised by this Act and plans of the additional lands which may be acquired under this Act and also a book 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 respective clerks of the peace for the counties of Norfolk and Suffolk and are hereinafter referred to as the deposited plans sections and book of reference :

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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 :—

1. This Act may be cited as the Great Yarmouth Waterworks and Lowestoft Water and Gas Act 1907. Short title.

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) :— Incorporation of Acts.

(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) 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) The Lands Clauses Acts :

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(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 section 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 Two Companies or either of them may and which they are by this Act authorised to erect or lay down for the purposes of their respective undertakings.

Interpreta-
tion.

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 in this Act—

The expression "the Great Yarmouth Company" means the Great Yarmouth Waterworks Company;

The expression "the Lowestoft Company" means the Lowestoft Water and Gas Company;

The expression "the Two Companies" means the Great Yarmouth Company and the Lowestoft Company;

The expressions "the existing waterworks" and "the existing undertakings" 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 Two Companies respectively in connection with their respective undertakings as existing at the passing of this Act;

The expressions "the waterworks" and "the undertakings" respectively mean and include the existing waterworks and the existing undertakings and the additional waterworks authorised and powers conferred by this Act;

The expression "the point of intake" means the point shown on the deposited plans on the left bank of the River Bure situate in the parish of Horning at which water may be abstracted under the powers of this Act. A.D. 1907.

4. Subject to the provisions of this Act the Great Yarmouth 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. Power to make water-works.

The principal works hereinbefore referred to will be situate in the parishes of Horning Ludham Potter Heigham Repps with Bastwick Rollesby and Ormesby St. Michael in the county of Norfolk and are as follows:—

- (1) A line or lines of pipes (No. 1) with intake commencing in the parish of Horning at or in the River Bure at a point on the left bank thereof and terminating in the parish of Ormesby St. Michael at or in the subsiding reservoir hereinafter described:
- (2) A pumping station near the point of intake with other works and conveniences connected therewith to be wholly situate in the parish of Horning:
- (3) A subsiding reservoir in the parish of Ormesby St. Michael on the eastern side of the occupation road leading from the main road from the village of Rollesby to Great Yarmouth at a point thereon near the Sportsman's Arms Inn to Burghwood Farmstead:
- (4) A line or lines of pipes (No. 2) in the parish of Ormesby St. Michael from the subsiding reservoir lastly described to the pumping station of the Great Yarmouth Company.

5. Subject to the provisions of this Act the Great Yarmouth Company may abstract collect and divert the waters of the River Bure at the point of intake but not elsewhere and appropriate distribute and use the same for the purposes of the undertakings but no water shall be taken from the said river for the purpose of supply if and so long as the chlorine in such water exceeds twenty grains per gallon In case of contravention of the last- Power to take waters.

A.D. 1907. mentioned provision the Great Yarmouth Company shall be liable to a penalty not exceeding ten pounds for every day on which such contravention shall occur.

Subsidence reservoir.

6. No water abstracted from the River Bure shall be distributed or supplied by the Great Yarmouth Company unless it has been drawn from a subsiding reservoir or reservoirs having a total capacity equivalent to not less than nine times the maximum quantity of water so abstracted on any one day and effectually filtered. In case of contravention of this section the Great Yarmouth Company shall be liable to a penalty not exceeding ten pounds for every day on which such contravention shall occur.

Power to make subsidiary works.

7.—(1) The Great Yarmouth 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 wharves staithes piling mains pipes conduits aqueducts culverts drains sluices relief-valves washouts overflows waste-water channels weirs stand-pipes gauges filter-beds water-towers tanks reservoirs banks dams piers embankments walls approaches engines pumps machinery buildings telegraphs telephones and other works 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 taking collecting pumping filtering storing conveying and distributing water but nothing in this section shall exonerate the Great Yarmouth Company from any action indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them.

(2) The Great Yarmouth Company shall not construct or use under the powers of this Act any works for abstracting diverting or appropriating water from any river under the jurisdiction of the Great Yarmouth Port and Haven Commissioners or any tributary thereof except at the point of intake nor shall they sink drive construct or use any well bore adit or drift except such as may be specifically authorised by Parliament.

(3) The powers conferred by this section upon the Great Yarmouth Company shall not extend to the taking using or in any manner interfering with any lands works or premises belonging or leased to or used or occupied by the Great Eastern Railway Company solely or jointly with any other company without the

previous consent of the Great Eastern Railway Company under their common seal. A.D. 1907.

8. 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.

9. In the construction of the works authorised by this Act the Great Yarmouth Company may deviate to any extent not exceeding the limits of 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 forming part of or adjoining such road) 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 ten feet upwards and to any extent 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. Limits of deviation.

10. The powers of the Great Yarmouth 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.

11. If the works authorised by this Act be not completed within seven years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Great Yarmouth 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 Two Companies respectively 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. Period for completion of works.

12. Subject to the provisions of this Act the Great Yarmouth Company in addition to the other lands which they are by this Act authorised to acquire may enter upon take use and hold the following lands delineated on the deposited plans (that is to say):— Power to acquire additional lands.

- (1) Certain lands situate on or near the left bank of the River Bure in the parish of Horning:

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- (2) Certain lands situate on or near the right bank of the River Bure in the parish of Ranworth with Panxworth:
- (3) Certain lands situate in the parish of Ormesby St. Michael near Ormesby Broad otherwise Rollesby Broad and on the southern side of the main road leading from the village of Rollesby to Great Yarmouth:
- (4) Certain lands situate in the parish of Ormesby St. Michael and lying between Burghwood Farmstead and Ormesby Broad otherwise Rollesby Broad:
- (5) Certain lands situate in the parish of Gorleston in the county borough of Great Yarmouth.

Purchase of lands by agreement.

13. In addition to any other lands which the Great Yarmouth Company are by this Act authorised to take or purchase the Great Yarmouth Company may by agreement take purchase or lease and hold for the purposes of this Act and for the general purposes of the undertakings any lands not exceeding in the whole thirty acres and may also by agreement purchase or lease and hold any lands which they may deem necessary for the purpose of preventing the fouling of the water of any stream flowing into the waterworks or for the protection of the 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 Great Yarmouth Company shall not upon any such lands create or permit any nuisance and no buildings shall be erected on such lands except such as may be used for offices and dwellings for persons in their employ or such buildings and works as may be incidental to or connected with the purposes of the undertakings or for the purposes of a farm.

Owners may grant easements &c.

14. 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 Great Yarmouth 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 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.

15.—(1) The Great Yarmouth Company may in lieu of acquiring any lands for the purpose of the lines of pipes 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 lines of pipes 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 shall apply to such easements and rights as fully as if the same were lands within the meaning of those Acts.

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Power to
acquire ease-
ments in lieu
of lands.

(2) Provided that as regards any lands taken or used by the Great Yarmouth Company for the purpose of such lines of pipes or other works where they are respectively laid underground the Great Yarmouth 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 Great Yarmouth Company.

16. The Great Yarmouth Company may demise and lease for any term 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 Great Yarmouth Company think fit any lands and property for the time being belonging to the Great Yarmouth Company which they do not require for the purposes of the undertakings (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 Great Yarmouth 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.

Great Yar-
mouth Com-
pany may
lease &c.
superfluous
lands.

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Agreements
with land-
owners for
preserving
purity of
water.

17. The Great Yarmouth Company may enter into and carry into effect agreements with any owner lessee or occupier of any lands on or near the banks of the River Bure for the purpose of draining such lands or any of them or for more effectually preserving the purity of the waters at the point of intake.

Agreements
with Muck-
fleet Com-
missioners.

18. The Great Yarmouth Company may and shall take all reasonable and proper steps to enter into and carry into effect agreements with the Muckfleet Improvement Drainage Commissioners of Sewers with regard to the maintenance of the level of the water in Ormesby Rollesby and Filby Broads.

New works to
form part of
undertaking
of Great Yar-
mouth Com-
pany.

19. The works by this Act authorised shall subject to the provisions of this Act for all purposes whatsoever form part of and be comprised in the undertaking of the Great Yarmouth Company.

For protec-
tion of Nor-
folk County
Council.

20. The following provisions for the protection of the county council of Norfolk (in this section called "the county council") shall (notwithstanding anything in this Act contained) unless otherwise agreed in writing between the county council and the Great Yarmouth Company apply and have effect in respect of the exercise within the said county of the powers conferred upon that Company by this Act:—

(1) The Great Yarmouth Company shall not in the construction of the works by this Act authorised without the previous consent in writing of the county council under the hand of their county surveyor in this section referred to as "the county surveyor" (which consent shall not be unreasonably withheld) raise lower or divert any main road vested in the county council or to which or the maintenance repair and improvement whereof the county council makes any contribution or payment nor lay any mains pipes or other works over or interfere with the structure of any county or hundred bridge or approach repairable by or under the control of the county council or towards the maintenance repair or improvement of which any contribution or payment is made by the county council:

(2) Unless the Great Yarmouth Company carry their mains and pipes under the Rivers Ant and Thurne and the water at Rollesby respectively they shall carry such mains and pipes over the said rivers and water by

the side of the bridges at Ludham Potter Heigham and Rollesby respectively upon structures separate from such bridges and so as not to obstruct access thereto for examination repair and painting and in order to avoid interference with the navigation of vessels upon the said rivers and water the undersides of such structures shall not be lower than the undersides of the bridges by the sides of which those structures are respectively placed :

- (3) If at any time hereafter the county council or other the road authority shall rebuild all or any of such bridges at a greater height above the water level than the existing bridges at those places respectively the Great Yarmouth Company shall at their own expense raise their mains and pipes by the sides of such bridges respectively and the undersides of the structures respectively carrying such mains and pipes to a height above the water level not less than that of the underside of the bridge as so rebuilt :
- (4) All mains pipes or other works to be laid or constructed in along or across or in any way affecting any road vested in or repairable by or under the control of the county council shall be constructed and laid as near as practicable to the side of such road and the work of laying the same shall be done in such sections as the county surveyor shall approve :
- (5) All works shall when commenced be executed with all reasonable despatch and so as not to stop impede or interfere with more than is absolutely necessary for the purpose the traffic over or along any such road and the Great Yarmouth Company shall not without the consent of the county surveyor open or break up at any one time a greater consecutive length than two hundred yards nor shall such openings or breakings up be carried out without leaving a clear space of fifty yards between consecutive openings or breakings up unless with the like consent :
- (6) The Great Yarmouth Company shall on demand pay to the county council the reasonable costs which the county council may incur in the repair and reinstatement of so much of any such road in which any mains pipes or

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other works are laid as may be injured or damaged by reason of the traffic being concentrated thereon during the construction laying alteration maintenance or repair of any such mains pipes or other works or any part or parts thereof:

(7) The county council shall not be liable for any claim for damages in respect of any injury which may be caused to any mains pipes or other works belonging to the Great Yarmouth Company through the reasonable and proper use by the county council of any steam roller scarifier traction engine or other similar appliance or through the reasonable exercise of any rights functions powers or privileges now vested in the county council:

(8) If any difference shall at any time arise between the county council and the Great Yarmouth Company touching this section or anything to be done or not to be done thereunder or the giving or withholding of any consent or approval or the conditions of giving the same or any direction such difference shall be settled by an arbitrator to be agreed on between the county council and the Great Yarmouth Company or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party and the Arbitration Act 1889 or any statutory modification thereof for the time being in force shall apply to every such arbitration.

As to road in
parish of
Horning.

21. Notwithstanding anything in this Act contained or shown on the deposited plans and sections the Great Yarmouth Company shall not stop up or divert the public road in the parish of Horning numbered 5 on the deposited plans further than may be necessary for the purpose of laying or relaying constructing and maintaining any mains pipes or other works by this Act authorised to be laid in or under such road.

Public
staithe.

22. Nothing in this Act contained shall affect or in any way prevent or interfere with the use by the public of the public staithe or landing place situate at Horning being part of No. 6 in the parish of Horning on the deposited plans or with the user by the public of the several public staithe or landing places situate at or near Ludham Bridge and Potter Heigham Bridge and the land by Rollesby Bridge allotted to the surveyor of highways

for Rollesby respectively further than may be necessary for the purpose of laying or relaying constructing and maintaining any pipes or other works by this Act authorised to be laid or constructed in or under or over such public staithes or landing places or land respectively Provided that the said staithe or landing-place at Horning shall not be used by any person for loading unloading or depositing manure refuse matter or any other offensive or obnoxious substance so as to endanger the purity of the water in the river near to or adjoining such staithe or landing place. A.D. 1907.

23. Notwithstanding anything in this Act contained the following provisions shall apply and have effect (that is to say) :— For protec-
tion of Great
Yarmouth
Port and
Haven Com-
missioners.

(1) In this section the expression "the commissioners" means the Great Yarmouth Port and Haven Commissioners :

(2) The Great Yarmouth Company shall not abstract from the River Bure any water whatever during the period from the fifteenth day of July to the thirty-first day of August in any year both days inclusive and shall not abstract therefrom more than three million gallons of water in any one day during the months of June and September and during the first fourteen days of the month of July and not more than four million gallons of water in any one day during the months of January February March April May October November and December of each year a day being a period of twenty-four hours reckoned (unless otherwise agreed between the Great Yarmouth Company and the commissioners) from midnight to midnight :

(3) Before any water is taken by the Great Yarmouth Company under the powers of this Act that Company shall erect and they shall for ever thereafter maintain at or as near as may be to the pumping station to be constructed in connection with the works at the point of intake a proper and suitable meter or other apparatus for ascertaining and recording the quantity of water abstracted daily at the point of intake and such meter or other apparatus shall be of a form and construction reasonably approved by the commissioners :

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- (4) All works at or near the point of intake or in any way affecting the Rivers Bure Ant or Thurne respectively shall be executed by the Great Yarmouth Company under the superintendence and to the satisfaction of the commissioners or their engineers for the time being and in accordance with plans and sections previously submitted to and approved by the commissioners :
- (5) The Great Yarmouth Company shall not in the exercise of the powers of this Act or in the execution or maintenance of works thereunder unduly interfere with the navigation of the said rivers :
- (6) If at any time hereafter the navigation of the said rivers shall be improved by increasing the depth thereof the Great Yarmouth Company shall at their own expense make such alterations of or modifications in their works as may be required by the commissioners or their engineers to enable such works to conform with such improved navigation :
- (7) The commissioners their engineers or other officers shall at all reasonable times be entitled to inspect the works of the Great Yarmouth Company at and near to the point of intake and to inspect the said measuring and recording apparatus and the records thereof and the Great Yarmouth Company shall once in every week send to the commissioners a return in such form as may be agreed between them stating the quantity of water abstracted on every day in the preceding week :
- (8) As from the date on which the Great Yarmouth Company commence to abstract water from the River Bure under the powers of this Act they shall pay to the commissioners the yearly sum of three hundred pounds without deduction by equal quarterly payments on the usual quarter days except as to the first payment which shall be proportionate to the period which shall have elapsed since the abstraction of water commenced such sum to be annually applied by the commissioners in and about the dredging maintaining improving and repairing of the River Bure and its navigable branches and the works connected therewith

above Acle Bridge anything contained in section 140 of the Great Yarmouth Port and Haven Act 1866 to the contrary notwithstanding: A.D. 1907.

- (9) If the Great Yarmouth Company knowingly and wilfully or negligently abstract water contrary to the provisions of this section or in excess of the several quantities herein limited they shall for every day on which they abstract such water pay to the commissioners the sum of twenty pounds to be recovered by the commissioners in any court of competent jurisdiction.

24. If any question shall at any time arise between the Great Yarmouth Company and the Great Yarmouth Port and Haven Commissioners touching any of the provisions of this Act affecting the said commissioners or anything to be done or not to be done thereunder such question shall be determined by an arbitrator to be agreed on between the Great Yarmouth Company and the said commissioners or in default of agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party and the Arbitration Act 1889 or any statutory modification thereof for the time being in force shall apply to every such arbitration.

Arbitration between Great Yarmouth Company and Great Yarmouth Port and Haven Commissioners.

25. Before commencing any dredging operations within one hundred yards of the point of intake or of any works of the Great Yarmouth Company beneath any of the rivers under the jurisdiction of the Great Yarmouth Port and Haven Commissioners the said commissioners shall give to the Great Yarmouth Company not less than seven days' notice in writing of their intention to commence such operations and of the depth to which they propose to dredge and no water shall be abstracted by the Great Yarmouth Company from the River Bure so long as such dredging within such distance of 100 yards from the point of intake continues nor for the space of forty-eight hours after such dredging has ceased.

Great Yarmouth Port and Haven Commissioners to give notice to Great Yarmouth Company of intention to dredge.

26. The Great Yarmouth Company shall not abstract from the River Bure any water whatever during the period from the fifteenth day of July to the thirty-first day of August in any year both days inclusive and shall not abstract therefrom more than three million gallons of water in any one day during the months of June and September and during the first fourteen days of the month of July and not more than four million gallons of water in any one day during the months of January February March April May October

Great Yarmouth Company not to abstract water from River Bure during certain period.

A.D. 1907. November and December of each year a day being a period of twenty-four hours.

For protection of Ludham Drainage Commissioners.

27. For the protection of the commissioners appointed under the Act passed in the 39th and 40th years of His late Majesty King George III. chapter 21 for the purpose of draining the lands and grounds in the parish of Ludham in the county of Norfolk directed to be drained by virtue of that Act and hereinafter in this section referred to as "the Ludham Commissioners" the following provisions shall have effect (namely):—

- (1) The Great Yarmouth Company shall not except by agreement purchase and take any lands or property belonging to the Ludham Commissioners but subject to the provisions in this section contained the Great Yarmouth Company may purchase and take and the Ludham Commissioners shall sell and grant accordingly an easement or right for using such portions of the lands and property of the Ludham Commissioners as may be necessary for the purposes of this Act:
- (2) Any intended works wayleaves or easements shall not in any way prejudice or materially interfere with the purpose for which the Ludham Commissioners were constituted for drainage nor their drainage system and all the works which may affect the property of the Ludham Commissioners shall be done under the supervision of the Ludham Commissioners or their officer or other representative The reasonable cost of any supervising engineer or agent to be borne by the Great Yarmouth Company:
- (3) Before commencing any such work the Great Yarmouth Company shall give to the Ludham Commissioners or to their clerk surveyor or other officer notice in writing of their intention to commence the same not less than seven clear days before beginning such work except in case of emergency and then so soon as is possible after the work shall have been commenced or the necessity for the same shall have arisen Provided always that if the Ludham Commissioners or their officer or other representative fail to attend at the time fixed after having had notice as hereinbefore provided or refuse or neglect to superintend the operations the Great Yarmouth Company may perform the work

specified in such notice without the superintendence of the Ludham Commissioners or their officer or other representative : A.D. 1907.

- (4) If any difference shall at any time arise between the Ludham Commissioners and the Great Yarmouth Company touching any work referred to in this section or anything to be done or not to be done in relation thereto such difference shall be settled by an engineer to be agreed on between the Ludham Commissioners and the Great Yarmouth Company or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party.

28. For the protection of the Bishop of Norwich (hereinafter called "the bishop") the following provisions shall have effect (that is to say):— For protection of Bishop of Norwich.

Nothing in this Act contained shall authorise the Great Yarmouth Company to interfere with—

(1) The right of the bishop his lessees or tenants or any person authorised by him to use the staithe part of No. 6 in the parish of Horning on the deposited plans and the road number 5 in the said parish leading thereto or the right of the bishop to moor wherries and other boats in the River Bure for the purpose of loading and unloading at such staithe farm produce and other materials for the purpose of his adjoining estate Provided that such staithe shall not be used for loading unloading or depositing manure or any other offensive or obnoxious substance so as to endanger the purity of the water in the said river :

(2) The right of the bishop his lessees or tenants or any person authorised by him to draw water and the unrestricted user of the water as at present exercised by them from the River Bure for all purposes in connection with his said estate :

(3) The right of the bishop his lessees or tenants or any person authorised by him to use the landing stage at Ludham Bridge numbered 9 and 10 in the parish of Ludham on the deposited plans for all purposes in connection with his said estate. Provided always that

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such landing stage shall not be used for loading unloading or depositing manure or any other offensive or obnoxious substance so as to endanger the purity of the water in the River Ant.

Extending to this Act provisions of section 21 of Great Yarmouth Waterworks Act 1899.

29. The provisions of section 21 of the Great Yarmouth Waterworks Act 1899 the marginal note of which is "Provisions as to fouling of water" shall extend to and apply for the prevention of the pollution of the waters of the River Bure which the Great Yarmouth Company may abstract and take under this Act as if such provisions had mutatis mutandis been expressly re-enacted in this Act with reference to such waters.

For prevention of sewage or other injurious matter passing into River Bure.

30. The Great Yarmouth Company shall before they commence to supply water from the River Bure take effective means to prevent any sewage or other offensive or injurious matter whether solid or fluid from passing or flowing into the said river down or through any sewer drain pipe or channel between and including Coltishall and the point of intake.

Prohibition of throwing offensive matter &c. into River Bure at or near point of intake.

31. If any person without lawful excuse (the proof whereof shall lie upon him) shall knowingly and wilfully discharge throw or put or cause or suffer to fall into the River Bure within a distance of four hundred yards on either side of the point of intake any offensive matter whether solid or fluid or any earth mud ashes dirt soil or refuse of any description he shall for every such offence be liable to a penalty not exceeding five pounds Provided that where any offence against this enactment is committed from or out of any barge boat or other vessel used for the purpose of carrying cargo or licensed to carry passengers the master or the person in charge of such barge boat or other vessel shall be liable to be proceeded against and punished under this enactment.

Prohibition of mooring vessels in River Bure.

32. It shall not be lawful for any person without written leave or licence from the Great Yarmouth Company or without lawful excuse (the proof whereof shall lie upon him) to anchor moor fasten or lay any barge boat or other vessel in any part of the River Bure or its tributaries opposite or alongside any portion of the banks of the said river or its tributaries which may be acquired by the Great Yarmouth Company under the section of this Act the marginal note of which is "Power to acquire additional lands" and which is situate within four hundred yards on either side

of the point of intake and if any person shall knowingly and wilfully anchor moor fasten or lay a barge boat or other vessel in contravention of this enactment such person shall for every such offence be liable to a penalty not exceeding five pounds. The provisions of this section shall not apply to any river or broad opposite or alongside any portion of the banks of such river or broad which may be acquired by the Great Yarmouth Company under any other powers or provisions of this Act than those referred to in this section. A.D. 1907.

33.—(1) The Great Yarmouth Company shall take all reasonable steps to acquaint the masters and persons in charge of barges boats and other vessels navigating the River Bure of the provisions contained in the last two preceding sections of this Act and shall erect and at all times maintain and keep in proper order and condition on the banks of the said river at the limits of four hundred yards on both sides of the point of intake notice boards setting forth in clear and legible letters the effect of such provisions. Notice to be given of two preceding sections.

(2) The provisions of the said sections shall not operate during such time as such notice boards are not maintained by the Great Yarmouth Company in accordance with the last preceding subsection. Provided always that if such boards or any of them be destroyed injured or obliterated the said sections shall operate during such time as may be reasonably required for the restoration or reparation of such boards or any of them.

34. The Two Companies may enter into and carry into effect agreements between themselves to supply to and take from each other water from any source of supply which either Company is for the time being authorised to use and the Two Companies may respectively distribute supply and use any such water within their respective limits of supply. Two Companies may agree as to supply of water to each other and may distribute water.

35. The Two Companies or either of them may enter into and carry into effect agreements with any local authority company or persons for the supply of water beyond their respective limits of supply 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 except with the consent of any company or person supplying water under parliamentary authority within the district to be supplied and of the Contracts for supplying water in bulk.

A.D. 1907. 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 respective limits aforesaid. Provided also that no such supply shall be given between the point of intake and the existing pumping station of the Great Yarmouth Company at Ormesby St. Michael.

Lowestoft Company may supply water by measure.

36. The Lowestoft Company may supply water by measure subject to the provisions of sections 14 and 15 of the Waterworks Clauses Act 1863. Provided that the price to be charged for a supply of water by measure shall subject to existing contracts not exceed two shillings per thousand gallons. Provided also 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.

Lowestoft Company may contract with local authorities &c. for supply of gas in bulk.

37. The Lowestoft Company may contract with any local authority company or person beyond their limits of supply (but only with the consent in writing of any company or person supplying gas under parliamentary powers in the district and of the local authority of the district within which the supply is to be given) for the supply to them respectively of gas in bulk upon such terms and conditions and for such periods not exceeding in any case seven years from the making of the contract as shall be agreed upon.

Lowestoft Company may agree with corporation of Lowestoft as to construction of sea defences and contribute towards cost.

38. The Lowestoft Company may enter into agreements with the corporation of Lowestoft with respect to the construction by the corporation of Lowestoft of sea defences for the protection of the North Beach at Lowestoft and the Lowestoft Company may contribute to the cost of such construction and may apply any moneys now in their hands or which they may have power to raise or which they may raise under the powers of this Act to the purposes of such contribution and any expenditure already made or incurred by the Lowestoft Company relating to or connected with the aforesaid purposes is hereby sanctioned and confirmed.

Confirming agreement between Great Yarmouth Company and Lowestoft Company.

39. The agreement between the Great Yarmouth Company and the Lowestoft Company as set forth in the schedule to this Act is hereby confirmed and made binding on the parties thereto respectively.

Great Yarmouth Company may

40. The Great Yarmouth Company may (subject to the provisions of Part II. of the Companies Clauses Act 1863) for the purposes of this Act and for the general purposes of their

undertaking raise any additional capital not exceeding in the whole eighty 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 partly by one or more of those modes which shares or stock shall for all purposes form part of the general capital of that Company.

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raise additional capital.

41. The Lowestoft Company may (subject to the provisions of Part II. of the Companies Clauses Act 1863) for the purposes of this Act and for the general purposes of their undertaking raise any additional capital not exceeding in the whole one hundred and twenty 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 partly by one or more of those modes which shares or stock shall for all purposes form part of the general capital of that Company.

Lowestoft Company may raise additional capital.

42. The nominal amount of each share created under the authority of this Act shall be ten pounds. No share or stock created under the authority of this Act shall vest in the person 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. It shall not be lawful for the Two Companies or either of them to create and issue under the powers of this Act any greater nominal amount of capital than shall be sufficient to produce including the amount of any premium after deducting therefrom the expenses of and incident to such issue which may be obtained on the sale thereof the respective sums of eighty thousand pounds and one hundred and twenty thousand pounds of additional capital by this Act authorised to be raised.

As to vesting of new shares or stock and conditions of issue.

43. Neither of the Two Companies shall in any one year make out of their profits any larger dividend on the additional share capital to be raised by them respectively under the powers of this Act than at the rate of seven pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as ordinary capital or six pounds in respect of every one hundred pounds actually paid up of such capital as may be issued as preference capital unless a larger dividend be at any time necessary to make up the deficiency of any previous dividend on the ordinary share capital which shall have fallen short of the said sum of seven pounds per centum per annum.

Limit of dividend on new capital.

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Dividends on
different
classes of stock
or shares of
Lowestoft
Company to
be paid rate-
ably.

44. In case in any half year the funds of the Lowestoft Company applicable to dividend shall be insufficient to pay the full amount of dividend at the prescribed maximum rate on each class of ordinary shares or stock in the capital of that Company a proportionate reduction shall be made in the dividend of each class.

New shares
or stock to
be offered by
auction or
tender.

45. The Two Companies respectively shall when any shares or stock created under the powers of this Act or of any Act passed prior to the passing of this Act are or is to be issued and before offering the same to the holder of any other shares or stock in the Company issuing the same and whether the ordinary shares or ordinary stock of that Company are or is at a premium or not offer the same for sale by public auction or by tender in such manner at such times and subject to such conditions of sale as the Company issuing 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 notice of the amount of the reserve price upon such shares or stock shall be sent by the Company issuing such shares or stock 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 issuing the new capital except that if any bidding or offer by tender of any holder or holders of shares or stock of such Company 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.

Time for
paying up
shares or
stock sold.

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

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

47. The intention of either Company to sell any such shares or stock by auction or by tender shall be communicated in writing to the town clerk of Great Yarmouth or to the town clerk of Lowestoft as the case may be and to the clerk to any urban or rural district council having jurisdiction within the limits of

supply of the Company issuing such shares or stock 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 limits of supply of the Company issuing such shares or stock. A.D. 1907.

48. When any shares or stock created under the powers of this Act or of any Act passed prior to the passing of this Act have been offered for sale by auction or tender and not sold the same may be disposed of by the directors of the Two Companies respectively at a price not less than the reserved price put upon the same for the purpose of sale by auction or tender or may be offered at such reserved price to the holders of ordinary shares or ordinary stock of the Company issuing such shares or stock in manner provided by the Companies Clauses Act 1863 Provided always that any shares or stock not so disposed of or 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 or of such previous Act at such time or times as the directors of the Company issuing such shares or stock think fit and any shares or stock not then sold may be offered to the holders of shares or stock or disposed of at such price as such directors may determine. Shares or stock not sold by auction or by tender to be offered to shareholders.

49. 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 issuing the same but shall be placed to a reserve fund to meet contingencies or expended in extending or improving the works of the Company issuing such shares or stock or in paying off money borrowed or owing on mortgage by that Company and shall not be considered as part of the capital of that Company entitled to dividend. Application of premium arising on issue of shares or stock.

50. The Two Companies respectively may from time to time subject to the provisions of this Act borrow on mortgage of their respective undertakings any sum or sums not exceeding in the whole one third part of the amount of the additional capital of eighty thousand pounds and one hundred and twenty thousand pounds respectively by this Act authorised to be raised by the Power to borrow.

A.D. 1907. Great Yarmouth Company and the Lowestoft Company and at the time actually issued respectively 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 issuing such shares or stock shall 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 or stock and premium (if any) have been issued and fully paid up and upon production to such justice of the books of the Company issuing such shares or stock 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.

As to receiver.

51. Sections 35 (As to receiver) of the Great Yarmouth Waterworks Act 1899 and 36 (As to receiver) of the Lowestoft Water and Gas Act 1899 are hereby respectively repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings pending at the passing of this Act under any such provision. The mortgagees of the Two Companies respectively may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and in order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than five thousand pounds in the whole.

Existing mortgages to have priority.

52. All mortgages granted by the Two Companies respectively 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 the Two Companies respectively 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 either of the Two Companies.

Debenture stock.

53. The Two Companies respectively may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of

this Act created and issued by the Two Companies respectively shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Two Companies respectively 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. A.D. 1907.

54. Neither of the Two Companies shall have power to raise the money by this Act authorised to be borrowed by them respectively 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. As to conversion of borrowed money into capital.

55. All moneys which the Two Companies respectively are by this Act authorised to raise by new shares or stock or by borrowing shall be applied only to the purposes of this Act and to the general purposes of their respective undertakings and the Two Companies respectively may in like manner apply any of the moneys which they now have in their hands or which they have power to raise by virtue of any Acts relating to the Two Companies respectively and which may not be required for the purposes of such Acts being in all cases purposes to which capital is properly applicable. Application of sums raised under this and other Acts.

56. The Two Companies or either of them 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 Two Companies or either of them under such undertaking may be defrayed out of any revenue or funds of the Two Companies or either of them. Contribution to maintenance of post or telegraph office.

57.—(1) Where any building or place in or adjacent to any street or road in which any pipe of the Great Yarmouth Company within their authorised limits of supply is laid is for the time being in the occupation of His Majesty or any department of His Majesty's Government for public purposes or for the public service such Company shall if required by the person or department having control of the building or place furnish such supply of pure and wholesome water as may be required upon such terms as to payment and otherwise and on such conditions as may be agreed upon or as in default of agreement may be determined as fair. Supply of water for Government purposes by Great Yarmouth Company.

A.D. 1907. and reasonable by the arbitration of a single arbitrator under the Arbitration Act 1889.

(2) On any such arbitration the arbitrator shall proceed on the footing that if any person within the area of supply is entitled under similar circumstances to a supply corresponding to that required by any person or department under this section that person or department shall be entitled to a supply on terms not less favourable.

Works below
high-water
mark not to
be com-
menced with-
out consent
of Board of
Trade.

58. The Great Yarmouth 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 afore-said and where any such work may have been constructed the Great Yarmouth Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals If any such work be commenced or completed contrary to the provisions of this section 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 Great Yarmouth Company and the amount of such costs and charges shall be a debt due from the Great Yarmouth Company to the Crown and shall be recoverable as a Crown debt or summarily.

Crown
rights.

59. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Great Yarmouth 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 land hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Woods or of the Board of Trade respectively without the consent in writing of the Commissioners of Woods or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose (which consent the said Commissioners and Board are hereby respectively authorised to give).

60. The costs charges and expenses preliminary to and of A.D. 1907.
and incidental to the preparing applying for obtaining and passing Costs of Act.
of this Act and also of the promotion by the Two Companies in
session 1906 of a Bill the short title of which was "the Great
Yarmouth Waterworks and Lowestoft Water and Gas Bill" or
otherwise in relation thereto shall be paid by the Two Companies
in equal proportions.

A.D. 1907. The SCHEDULE referred to in the foregoing Act.

MEMORANDUM OF AGREEMENT made this sixth day of February one thousand nine hundred and seven between the GREAT YARMOUTH WATERWORKS COMPANY (hereinafter called "the Great Yarmouth Company") of the one part and the LOWESTOFT WATER AND GAS COMPANY (hereinafter called "the Lowestoft Company") of the other part.

WHEREAS the Great Yarmouth Company and the Lowestoft Company (hereinafter together referred to as "the Two Companies") have for the purpose of enabling them to afford increased supplies of water jointly deposited a Bill in Parliament with the object and intention of obtaining parliamentary powers in the next ensuing session of Parliament authorising the Great Yarmouth Company to take and abstract water from the River Bure and to construct further works and to acquire the lands therein described and authorising the Lowestoft Company to contribute towards the cost of such works and the purchase of such lands and conferring further powers on the Two Companies with reference to their respective undertakings and for other purposes :

And whereas by the said Bill power is sought to authorise the making and carrying into effect by the Two Companies of agreements as to the sums of money to be paid by each of them in respect of the cost of the construction and maintenance and of the working expenses of the said works and of the purchase of lands and as to the supply of water to which each of the Two Companies shall be entitled :

And whereas it has been deemed desirable by the Two Companies that an agreement with the objects hereinbefore mentioned and for other purposes hereinafter defined should be forthwith entered into between them and that the same should be scheduled to and form part of the said Bill :

Now it is hereby mutually agreed between the Two Companies as follows :--

1. The Great Yarmouth Company shall as and when required for the purpose of this agreement purchase and acquire under the compulsory powers to be conferred upon the Company by the said Bill the lands therein referred to situate in the parishes of Horning Ranworth with Panxworth and Ormesby St. Michael in the county of Norfolk and shown on the plans deposited under the standing orders of Parliament and relating to the introduction of the said Bill or such of the same lands

as the Great Yarmouth Company may be empowered to purchase and acquire except such lands in the parish of Ormesby St. Michael as are shown on the said plans as "additional lands" Provided always that whenever the price to be paid by the Great Yarmouth Company for the purchase of the lands above referred to (except as aforesaid) or any part thereof shall have been agreed or determined by arbitration or otherwise and shall become payable the Lowestoft Company shall pay to the Great Yarmouth Company one half of the cost of the purchase of such lands and of all the costs charges and expenses properly incurred by the Great Yarmouth Company of and incidental to the purchase and conveyance thereof as part of the capital cost of the undertaking Provided also that if instead of purchasing outright the said lands or any part thereof in fee simple the Great Yarmouth Company shall acquire such lands or any part thereof or any way-leaves or easements over the said lands or shall acquire any other necessary way-leaves or easements in connection with the works mentioned in clause 5 of this agreement for and in consideration of a perpetual yearly rentcharge or rentcharges such rentcharge or rentcharges shall be payable and paid by the Two Companies in equal shares but this latter provision shall not apply to the said additional lands.

2. The Great Yarmouth Company shall at the expense of the Two Companies as hereinafter provided make maintain and use for the purposes of this agreement the works set out in clause 4 of the said Bill or such of the said works as may be authorised or such other works as may be substituted by Parliament for the said works or any part thereof respectively and shall at the like expense carry out the powers of clause 17 of the said Bill for preserving the purity of the waters at the point of intake Provided always that all such works and all lands that may be acquired as provided by clause 1 of this agreement shall be and remain the sole property and under the sole control of and be worked and managed by the Great Yarmouth Company.

3. All works necessary for the taking and conveying of the supply of water hereinafter mentioned from the Great Yarmouth Company's reservoir at Gorleston or from the pipes in the vicinity of such reservoir to the Lowestoft Company's works at Lound shall be made and maintained as follows (that is to say):—

- (a) Such of the said works as shall be situate within the limits of supply of the Great Yarmouth Company shall be made by the Great Yarmouth Company at the expense of the Lowestoft Company as hereinafter provided and the property in such last-mentioned works shall be and remain in and subject to the sole control and management of the Great Yarmouth Company who shall control manage and maintain the same at their own expense:

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(b) Such of the said works as shall be situate within the limits of supply of the Lowestoft Company shall be made controlled managed and maintained by and at the expense of the Lowestoft Company.

4. The several works referred to in clauses 2 and 3 of this agreement respectively shall be carried out under the supervision and to the reasonable satisfaction of the firm of T. & C. Hawksley civil engineers of Westminster or other the engineers for the time being of the Two Companies respectively (hereinafter called "the joint engineers") and in accordance with plans specifications and estimates to be prepared [and approved by such engineers and shall be completed within the period limited by the intended Act for the completion of the works thereby authorised.

5. Whenever the Great Yarmouth Company shall have paid in respect of the making of the works mentioned in clause 2 of this agreement or in respect of any expenditure required for the carrying out of the powers of clause 17 of the said Bill or in respect of primary filtration plant and works connected therewith any sum or sums of money on capital account amounting in the aggregate to the sum of 500*l.* or upwards or in the case of a final payment any sum though less than 500*l.* the Lowestoft Company shall within twenty-eight days after the receipt by them from the Great Yarmouth Company of a certificate of the joint engineers that the said sum or sums of money has or have been properly paid pay to the Great Yarmouth Company one half of the said sum or sums certified for by such certificate Provided always that the Lowestoft Company shall in respect of the works set out in clause 4 of the said Bill be liable under this clause to contribute one half of such capital expenditure only as shall be required for obtaining a supply of water not exceeding 1,750,000 gallons per 22 hours although the Great Yarmouth Company shall be at liberty to obtain a larger quantity at their own expense.

6. Whenever the Great Yarmouth Company shall have paid in respect of the making of the works referred to in sub-clause (a) of clause 3 of this agreement any sum or sums of money amounting in the aggregate to the sum of 500*l.* or upwards or in the case of a final payment any sum though less than 500*l.* the Lowestoft Company shall within twenty-eight days after the receipt by them from the Great Yarmouth Company of a certificate by the joint engineers that the said sum or sums of money has or have been properly paid pay to the Great Yarmouth Company the whole of the said sum or sums certified for by such certificate.

7. Upon completion of the necessary works and on payment by the Lowestoft Company of all sums payable by them in respect thereof under the provisions of this agreement the Great Yarmouth Company

shall supply to the Lowestoft Company filtered water from their authorised sources of supply in such quantities and at such times as the same shall be reasonably required by the Lowestoft Company and shall deliver such water at the outlet or outlets of the meter or meters hereinafter mentioned at such pressure as shall be capable of sustaining a vertical column of water the top of which shall have an altitude of not less than 52 feet above Ordnance datum. Provided always that the Lowestoft Company shall not be entitled to demand a supply of or to be supplied with more than 164,250,000 gallons in any one calendar year of 365 days nor more than 164,700,000 gallons in any one calendar year of 366 days nor more than 675,000 gallons of water in any one day of 24 hours reckoned from midnight to midnight (or otherwise as may be agreed between the Two Companies) and that the Great Yarmouth Company shall at no time be under any obligation to supply water to the Lowestoft Company at a greater rate than 470 gallons per minute and shall be entitled to furnish such supply at such time or times in each day as shall be most suitable to themselves but so that the rate of delivery shall not exceed 940 gallons per minute. Provided also that the Great Yarmouth Company shall be under no obligation to supply water to the Lowestoft Company for any period during which by reason of any of the provisions of the said Bill as the same shall pass into law the Great Yarmouth Company are unable to take or abstract water from the said River Bure or during which for any other reason except that of negligence or the want of reasonable care skill or foresight the Great Yarmouth Company shall not have or be able to obtain water from their authorised sources in excess of that necessary to enable them to comply with their statutory obligations or in sufficient quantities to supply the Lowestoft Company either in whole or in part (as the case may be) with the water required by the latter Company.

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8. After the Lowestoft Company shall have commenced to take water under this agreement that Company shall thenceforth pay to the Great Yarmouth Company one third of every annual sum or sums of money to be paid by the Great Yarmouth Company to the Great Yarmouth Port and Haven Commissioners under the provisions of the said Bill as the same may pass into law as and when the said sum or sums of money shall have become payable by the Great Yarmouth Company. Provided always that if at any time such annual sum or sums payable to the Great Yarmouth Port and Haven Commissioners shall with the consent of both the parties to this agreement be commuted by the payment of any capital sum or sums then the Lowestoft Company shall pay to the Great Yarmouth Company one third of such capital sum or sums as and when the same shall become payable. The Lowestoft Company shall also after that Company shall have commenced to take water as aforesaid contribute to the costs to be incurred by the Great Yarmouth Company under clause 2 of this

A.D. 1907. agreement for maintenance and use of works as hereinafter provided
— (that is to say):—

- (a) The cost of fuel oil and other stores actually and properly used by the Great Yarmouth Company for the purpose of pumping at their pumping station at Horning shall in the first instance be divided between the Two Companies in proportion to the quantity of water pumped for the use of the Two Companies respectively. The proportion so found for the Lowestoft Company shall then be multiplied by two and one third and the product shall be the sum payable by the Lowestoft Company to the Great Yarmouth Company in respect of fuel oil and other stores aforesaid. The quantity of water delivered to the Lowestoft Company shall be ascertained by means of a meter or meters to be fixed as hereinafter provided and for the purpose of this sub-clause the quantity so ascertained shall be deemed to be the quantity of water pumped at Horning for the use of that Company:
- (b) The Lowestoft Company shall pay to the Great Yarmouth Company one third of all other expenditure on revenue account properly incurred by the Great Yarmouth Company at or about the said Horning pumping station and at or about the subsiding reservoir or reservoirs at Ormesby and on the lines of pipes and telephone thence to their Ormesby pumping station and also in or about the inspection supervision and sanitation of properties for preserving the purity of the water under clause 17 of the said Bill or for putting in force the provisions of clause 28 of the said Bill including labour repairs renewals rates taxes and all other outgoings properly chargeable to revenue account:
- (c) For the purpose of ascertaining the several sums payable by the Lowestoft Company under this clause proper records and accounts shall be kept by the Great Yarmouth Company and shall at all reasonable times be open to inspection by the Lowestoft Company:
- (d) The records and accounts necessary and proper for the purpose of ascertaining the indebtedness of the Lowestoft Company to the Great Yarmouth Company under this clause shall be made up quarterly to the usual quarter days by the Great Yarmouth Company (the first of such accounts to be made up to the first quarter day after the date when the Lowestoft Company shall first take a supply of water under this agreement) and the Lowestoft Company shall within 28 days after the receipt by them of any such quarterly account pay to the Great Yarmouth Company the sum or sums due from the Lowestoft Company on such account.

9. Save as hereinbefore provided no charge shall be made by the Great Yarmouth Company for water supplied to the Lowestoft Company under the provisions of this agreement.

10. The Great Yarmouth Company will at their own expense provide a suitable site at or near the southern boundary of Gorleston parish for the erection of a meter house to be erected and maintained by and at their expense and shall in such house provide a water meter or meters and recording instrument or instruments sufficient for measuring and recording the quantity of water to be delivered to the Lowestoft Company and will thereafter maintain the same in proper working order and from time to time repair and renew the same as occasion shall require and the following provisions shall apply:—

- (a) The Yarmouth Company shall afford any duly authorised officer of the Lowestoft Company access to the said meter or meters and recording instrument or instruments at all reasonable times for the purposes of inspection and ascertaining the quantity of water from time to time supplied to the Lowestoft Company:
- (b) The register of the meter or meters shall be evidence of the quantity as aforesaid and the record of the recording instrument or instruments shall be evidence of the rate at which such water has from time to time been supplied. If in any quarter of a year it shall appear that any meter has ceased to register or is otherwise manifestly incorrect (the proof of which shall if the parties differ be on the party alleging the same) or that such meter has been removed for the purpose of repair or from any other cause then the quantity of water supplied in the period during which the registration has ceased or been manifestly incorrect or during which such meter has been removed shall in the absence of any other means of ascertaining such quantity be agreed on by the Two Companies or failing agreement be determined by some competent person to be agreed on by both parties or by arbitration in manner hereinafter provided:
- (c) The meter or meters shall be tested by and at the expense of the Great Yarmouth Company once at least in every three years and at any time by the Great Yarmouth Company at the expense of the Lowestoft Company on their giving to the Great Yarmouth Company not less than seven days' notice in writing so to do. Provided that if on such testing at the request of the Lowestoft Company it shall be found that any meter has ceased to register correctly the expense of such last-mentioned testing shall be borne by the Great Yarmouth Company. Provided further that if on testing the registration is found not to be erroneous to an extent exceeding five per centum such registration shall be deemed to be correct.

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11. The Great Yarmouth Company shall in no respect pay or be liable to pay to the Lowestoft Company any interest upon or other monetary consideration in respect of any sum or sums of money contributed or paid by the Lowestoft Company to the Great Yarmouth Company under the provisions of this agreement.

12. If at any time the Great Yarmouth Company are desirous of purchasing water in bulk and the Lowestoft Company are able to supply the same having regard to their statutory obligations for the time being in force and the requirements actual or prospective of their district the Great Yarmouth Company shall be entitled upon written demand to be supplied through any then existing connections between the works of the Two Companies with so much water as the Great Yarmouth Company may require and the Lowestoft Company may be able as aforesaid to supply at a fair and reasonable price to be agreed upon between the Two Companies and in case of non-agreement to be determined by arbitration in manner hereinafter provided.

13. If either of the Two Companies shall at any time refuse or neglect to supply water to the other of them in accordance with the provisions of this agreement the Company so refusing or neglecting shall pay to the other Company as and by way of liquidated damages the sum of 10*l.* for every day or part of a day during which such refusal or neglect shall continue without prejudice however to any other remedy of the injured Company to enforce the obligations of the refusing or neglecting Company.

14. This agreement which is intended to be scheduled to the said Bill is made subject to such alterations as Parliament may think fit to make herein or in the said Bill but if Parliament make any such alteration as shall materially affect the terms of this agreement it shall be competent to either party to this agreement to rescind the same except as hereinafter provided by clauses 15 and 16.

15. All the costs charges and expenses preliminary to and of and incidental to the preparing applying for and promoting the said Bill and to this agreement shall in any case be paid by the Two Companies in equal proportions.

16. If the said Bill shall fail to pass into law during the next ensuing session of Parliament or if this agreement shall not be confirmed by Parliament (either without modification or with such modifications only as the parties to this agreement shall approve) this agreement shall be void and of no effect and neither party hereto shall in that case have any claim against the other in respect of anything hereinbefore contained save and except only that the said costs charges and expenses preliminary to and of and incidental to the preparing applying for and promoting the said Bill and to this agreement shall be paid by the Two Companies in equal proportions.

17. If any question or difference whatsoever shall arise between the Great Yarmouth Company and the Lowestoft Company touching this agreement or any clause or thing therein contained or the construction thereof or as to any matter in any way connected with or arising out of this agreement or the operation thereof or the rights duties or liabilities of either of the said Companies in connection with the premises then and in every such case the matter in difference shall be referred to the arbitration of the senior member for the time being of the said firm of T. & C. Hawksley or in the event of his death or inability or failure to act and take upon himself the burden of the reference within fourteen days after notice by one of the said Companies sent to him through the post to his usual or last known business address that a particular difference or particular differences has or have arisen then to some arbitrator to be agreed on between the parties or in case of non-agreement to be named by the President for the time being of the Institution of Civil Engineers on the application of either party Every such reference shall be in accordance with and subject to the provisions of the Arbitration Act 1889 or any statutory modification thereof.

A.D. 1907

In witness whereof the Great Yarmouth Waterworks Company and the Lowestoft Water and Gas Company have hereunto affixed their respective common seals the day and year first above written.

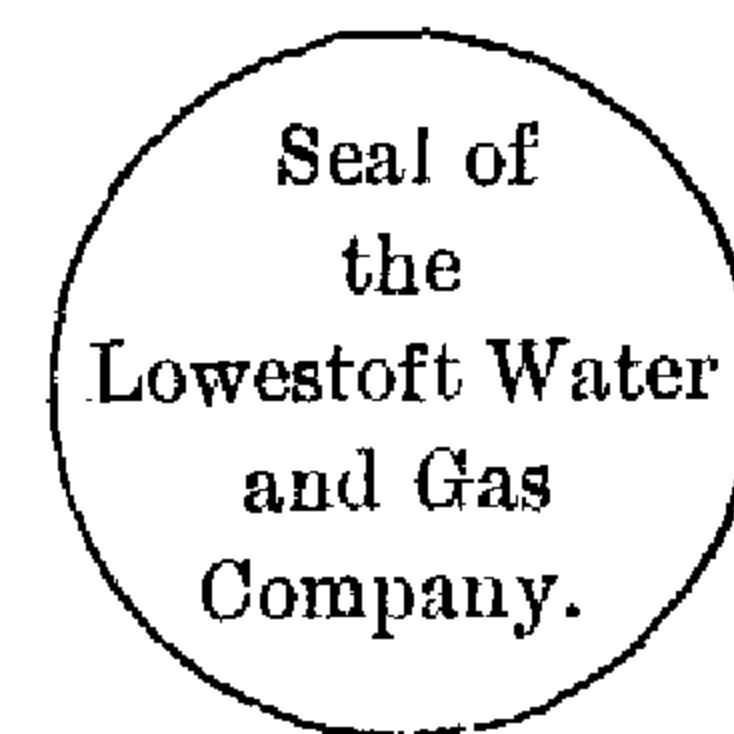
The common seal of the Great Yarmouth Water-works Company was hereunto affixed in the presence of

T. A. RISING Secretary.



The common seal of the Lowestoft Water and Gas Company was hereunto affixed in the presence of

C. E. ALLERTON Secretary.



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