

[10 EDW. 7 &
1 GEO. 5.]

*Cambridge University and Town
Waterworks Act, 1910.*

[Ch. cviii.]



CHAPTER cviii.

An Act to confer further powers on the Cambridge University and Town Waterworks Company and for other purposes. A.D. 1910.
[3rd August 1910.]

WHEREAS by the Cambridge University and Town Waterworks Act 1853 (in this Act called "the Act of 1853") the Cambridge University and Town Waterworks Company (in this Act called "the Company") were incorporated for the purpose of supplying water within limits comprising the University and borough of Cambridge the parish of Cherryhinton and other parishes townships and places in the county of Cambridge which limits were by the Cambridge University and Town Waterworks Act 1866 extended so as to include the parish of Fulbourn and other parishes in the said county :

And whereas the following Acts relating to the Company have been passed :—

The Act of 1853 ;

The Cambridge University and Town Waterworks (Capital) Act 1855 ;

The Cambridge University and Town Waterworks Act 1866 ;

The Cambridge University and Town Waterworks Act 1871 ;

The Cambridge University and Town Waterworks Act 1886 ;

which Acts are in this Act collectively referred to as "the recited Acts" :

And whereas it is expedient that the Company be empowered to construct additional works and acquire additional lands :

And whereas by the recited Acts powers have been conferred upon the Company of raising one hundred and twenty-two

[Price 2s. 9d.]

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A.D. 1910. thousand five hundred pounds share capital and of borrowing sums amounting in the aggregate to thirty thousand pounds and in exercise of such powers the Company have created and issued share capital to the nominal amount of one hundred and twenty thousand pounds and have borrowed sums amounting in the aggregate to twenty-four thousand pounds :

And whereas it is expedient that the Company be authorised to raise further capital for the purposes of this Act and for the general purposes of their undertaking :

And whereas it is expedient that the Company be empowered to charge for a supply of water for domestic purposes the rates in this Act specified in lieu of those specified in the Act of 1853 and that further powers be conferred upon the Company as provided by this Act :

And whereas plans and sections showing the lines situations and levels of the new waterworks by this Act authorised and plans of the lands by this Act authorised to be acquired and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the clerk of the peace for the county of Cambridge and are hereinafter respectively referred to as the deposited plans sections and book of reference :

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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 and
collective
titles.

1. This Act may be cited as the Cambridge University and Town Waterworks Act 1910 and the recited Acts and this Act may be cited together as the Cambridge University and Town Waterworks Acts 1853 to 1910.

Incorpora-
tion of gene-
ral Acts.

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

The Waterworks Clauses Acts 1847 and 1863 except the words in section 44 of the Waterworks Clauses Act 1847

“ with the consent in writing of the owner or reputed
“ owner of any such house or of the agent of such
“ owner ” ;

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The Lands Clauses Acts ;

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

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

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

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

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

The consolidation of the shares into stock ;

The general meetings of the Company and the exercise of the right of voting by the shareholders ;

The making of dividends ;

The giving of notices ; and

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

Parts I. II. and III. (relating respectively to cancellation and surrender of shares additional capital and debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts ; and

The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof but in the application of those provisions to this Act the term “ railway ” shall mean only the Well and Pumping Station (No. 3) the Adit (No. 1) the Adit (No. 2) and the Line or Lines of Pipes (No. 1) by this Act authorised.

3. In this Act—

The several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated

Interpreta-
tion.

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herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction;

The expression "the Act of 1886" means the Cambridge University and Town Waterworks Act 1886;

The expression "the undertaking" means the undertaking of the Company authorised by the recited Acts and this Act;

The expression "the new waterworks" means the new waterworks authorised by the section of this Act of which the marginal note is "Power to make new waterworks."

Power to
make new
waterworks.

4. Subject to the provisions of this Act the Company may make and maintain in the situations and according to the lines and levels shown on the deposited plans and sections the new waterworks hereinafter described and they may enter upon take and use such of the lands shown on the deposited plans and described in the deposited book of reference in connection with the new waterworks as they may require. The new waterworks will be situate in the rural district of Chesterton in the county of Cambridge and are—

- (1) A reservoir on land lying between the existing reservoir in the parish of Cherryhinton and Limekiln Road:
- (2) A Well and Pumping Station (No. 1) on land adjoining the site of the Company's existing Cherryhinton Pumping Station:
- (3) A Well and Pumping Station (No. 3) on land adjoining Fleam Dyke:
- (4) An Adit (No. 1) commencing at or in the said Well and Pumping Station (No. 3) and terminating near the north-east side of the road leading from Fulbourn to Balsham:
- (5) An Adit (No. 2) commencing at or in the said Well and Pumping Station (No. 3) and terminating near the south side of the Cambridge Newmarket and Bury Saint Edmunds Branch of the Great Eastern Railway:
- (6) A Line or Lines of Pipes (No. 1) commencing at or in the said Well and Pumping Station (No. 3) and

terminating at or in the reservoir by this Act A.D. 1910.
authorised:

- (7) A Line or Lines of Pipes (No. 2) commencing by a junction with the said Line or Lines of Pipes (No. 1) in the road leading from Fulbourn to Balsham and terminating by a junction with the existing pipes of the Company at or near the entrance to the Company's existing Fulbourn Pumping Station.

5. In the construction of the new waterworks the 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 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 by this Act authorised three feet upwards and five feet downwards and in the case of other works three feet upwards and to any extent downwards Provided that except for the purpose of crossing over a stream or dyke 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.

6.—(1) The Company shall within five years from the passing of this Act complete the Pumping Station (No. 3) by this Act authorised and upon the expiration of that period or the completion of the said Pumping Station (No. 3) whichever shall first happen the Company shall cease to pump or take water from the lower chalk formation by means of their existing works at Cherryhinton or Fulbourn or the Pumping Station (No. 1) by this Act authorised.

(2) If the new waterworks are not completed within the following periods that is to say as to the works other than the said Pumping Station (No. 3) and the Adits (No. 1) and (No. 2) five years and as to the Adits (No. 1) and (No. 2) ten years from the passing of this Act then on the expiration of those respective periods the powers by this Act granted to the Company for executing the same or in relation thereto respectively shall cease except as to so much thereof as is then completed.

(3) Subject to the provisions of subsection (1) of this section nothing in this section contained shall restrict the Company from at any time extending enlarging deepening altering renewing

A.D. 1910. or removing any of their waterworks and any plant and incidental works or increasing or improving their supply of water or from exercising any of the powers with respect to the construction of works conferred by the Acts incorporated with this Act from time to time as occasion may require.

Power to make additional works.

7. In addition to the new waterworks the Company may upon any of the lands included within the limits of deviation for the new waterworks shown upon the deposited plans make and maintain all such cuts channels catchwaters tunnels adits headings drifts pipes conduits culverts drains sluices shafts wells bores water towers overflows waste-water channels byewashes gauges filters tanks banks walls fences bridges embankments piers roads approaches engines pumps machinery telephones telegraphs and appliances as may be necessary or convenient in connection with or subsidiary to the new waterworks or any of them or necessary or expedient for the purpose of augmenting or improving the supply of 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:

Provided that no telegraphs telephones or appliances made or maintained by the Company under the authority of this section shall be used for transmitting telegrams which are within the exclusive privilege conferred upon the Postmaster-General by the Telegraph Act 1869.

Power to take waters.

8. Subject to the provisions of this Act the Company may collect pump take divert convey impound use and appropriate for the purposes of the undertaking all such springs and waters as will or may be intercepted by the new waterworks or by any of the works authorised by the section of this Act the marginal note whereof is "Power to make additional works."

Limiting powers of Company to abstract water.

9. The Company shall not construct any works for taking or intercepting water from any lands acquired by them unless the works are authorised and the lands upon which the same are to be constructed are specified in this or some other Act of Parliament and notwithstanding anything shown on the deposited plans the Company shall not under the powers of this Act construct any work in or into the stream or drain known as the Eighth Public Drain.

10. 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.

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Period for compulsory purchase of lands.

11.—(1) The Company may in lieu of acquiring any lands for the purposes of the new waterworks where the same are intended to be constructed or placed underground acquire such easements only in such lands as they may require for such purposes and may give notice to treat in respect of such easements describing the nature thereof and the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements as fully as if the same were lands within the meaning of those Acts.

Company may acquire easements only in certain cases.

(2) As regards any lands in respect of which the Company have acquired easements only under the provisions of this section the Company shall not 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 subject to such easements have the same rights to use and cultivate the said lands at all times as if this Act had not passed.

(3) Provided always that nothing in this section 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.

12.—(1) The acquisition by the Company of the following lands and premises in the county of Cambridge (that is to say) :—

Confirmation of lands and acquisition of lands by agreement.

(A) A plot of land situate in the parish of Cherryhinton and included within the limits of deviation for the reservoir by this Act authorised and being the property numbered on the deposited plans 5 in that parish ;

(B) Three plots of land situate in the parish of Cherryhinton and being the properties respectively numbered on the deposited plans 10 11 and 12 in that parish ;

(C) Four plots of land situate in the parish of Fulbourn and being the properties respectively numbered on the deposited plans 5 6 7 and 8 in that parish ;

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- (D) A dwelling-house offices and workshop being number 4 Bene't Street in the parish and borough of Cambridge and a plot of land adjoining and on the easterly side of the said premises and on the northerly side of the Bath Hotel;

is hereby sanctioned and confirmed and the Company may for the general purposes of the undertaking retain hold and use such lands and premises:

Provided that such lands and premises shall for the purposes of section 3 of the Housing of the Working Classes Act 1903 be deemed to have been acquired under the powers of this section.

(2) In addition to the before-mentioned lands and premises and any other lands which the Company are under the powers of the recited Acts or this Act authorised to acquire and hold the Company may for the general purposes of the undertaking purchase take on lease or acquire by agreement and hold any lands not exceeding in the whole fifty acres or any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) in under or over any such additional lands.

(3) The Company may on the lands (B) above described and on any such additional lands execute for the purposes of or in connection with the undertaking any of the works (other than wells and works for taking or intercepting water) and exercise any of the powers mentioned in or conferred by section 12 of the Waterworks Clauses Act 1847 Provided that the Company shall not on the said lands (B) above described or any such additional lands so long as the same are held by them cause or permit a nuisance or erect or permit the erection of any building other than offices and dwellings for persons in their employ and such buildings and works as may be incident to or connected with the undertaking.

Dwelling-
houses for
employees
offices &c.

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

Persons
under dis-
ability may
grant ease-
ments &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 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 and to such easements rights and privileges as aforesaid respectively. A.D. 1910.

15. The Company may make and carry into effect agreements with the owners lessees or occupiers of any lands from through or under which any water may flow or percolate directly or derivatively into any well adit or other work constructed under the powers of the recited Acts or this Act with reference to the execution by the Company or such owners lessees or occupiers of such works as may be necessary for the purpose of draining such lands or any of them or for more effectually collecting conveying and preserving the purity of the waters so flowing or percolating. Power to agree as to drainage of lands &c.

16. The Company may hold any lands acquired by them under the powers of this Act which they may deem necessary for the purpose of protecting their waterworks against pollution fouling and contamination and so long as such necessity shall continue such lands shall not be deemed to be superfluous lands within the meaning of this Act or the Lands Clauses Acts respectively but the Company shall not create or permit a nuisance on any such lands and shall not erect any buildings thereon other than offices and dwellings for persons in their employ and such buildings and works as may be incident to or connected with the undertaking. Power to hold lands for protection of waterworks.

17. Notwithstanding anything in this or any other Act contained the following provisions for the protection of the Great Eastern Railway Company (hereinafter called "the railway company") shall be in force and have effect and be binding on the Company:— For protection of Great Eastern Railway Company.

In laying down and in executing any works in connection with the laying down or the repair and renewal of any mains pipes or other works which the Company may be authorised to lay down and execute upon across over under or in any way affecting the stability or safety of the railways belonging or leased to or worked by or

A.D 1910.

the lands or property now or hereafter belonging to or occupied by the railway company or the bridges level crossings and approaches of or repairable by the railway company or the viaducts stations or other railway works of or repairable or used by the railway company the same shall be done under the superintendence and to the reasonable satisfaction of the principal engineer of the railway company and only according to plans and sections to be previously submitted to and reasonably approved by him and in all things by and at the expense of the Company who shall also restore and make good the roads over any such bridges level crossings and approaches which the railway company is or may be liable to maintain and which may be disturbed or interfered with by or owing to any operations of the Company and all such works matters and things shall be constructed executed and done so as not to cause any injury to such railways bridges level crossings approaches viaducts stations works lands or property or interruption to the passage or conduct of the traffic over such railways or at any station thereon and if any injury or interruption shall arise from or be in any way owing to any of the acts operations matters and things aforesaid or the bursting leakage or failure of any such mains pipes or works under or near to any such bridge level crossing or other property the Company shall make compensation in respect thereof to the railway company :

Any dispute or difference which may arise between the railway company and the Company with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other suitable person to be appointed by the Board of Trade on the application of the railway company and the Company or either of them.

For protec-
tion of
Trinity Col-
lege and
others.

18. For the protection of Trinity College in the University of Cambridge (hereinafter called "the college") and of William Cecil Dampier Whetham of Upwater Lodge Chaucer Road Cambridge Walter Morley Fletcher of Burrells Field Cambridge and John Bascombe Lock of Herschel House Cambridge and their respective successors in estate and assigns all of whom are

in this section included in the expression "the owners" the following provisions shall unless otherwise agreed between the Company and the college or the Company and the owners as the case may be apply and have effect (that is to say):— A.D. 1910.

(1) Notwithstanding anything in the recited Acts or this Act the Company shall not take more water from the lower greensand formation in any one day of twenty-four hours than four hundred thousand gallons:

(2) The Company shall to the reasonable satisfaction of the college provide and keep in repair suitable apparatus for gauging or otherwise measuring the quantity of water taken by the Company from the lower greensand formation and such apparatus shall be open to the inspection at all reasonable hours in the daytime of any duly authorised agent of the college:

Provided that twenty-four hours previous notice in writing of any such intended inspection shall be given to the Company at their principal office and such notice shall state the name of the person authorised by the college to make such inspection who shall if required by the Company produce his authority:

(3) The Company shall also keep at their principal office daily records of all water taken by them from the lower greensand formation and such records shall at all reasonable hours in the daytime be open to the inspection of any authorised agent of the college or of the owners or any of them all of whom shall be entitled to take free of charge copies of or extracts from such records:

(4) If any difference arise between the Company on the one hand and the college and the owners or any of them on the other hand under the provisions of this section such difference shall be determined by a single arbitrator who failing agreement shall be appointed by the President of the Institution of Civil Engineers on the application of either party and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply.

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Confirmation
of certain
agreements
with owners
of property.

19. The following agreements as set forth in the schedule to this Act are hereby confirmed and made binding on the respective parties thereto subject to any alterations in any such agreement which may be agreed upon between the parties thereto:—

- (1) An agreement between the Company of the one part and Reginald Stanley Hicks of the other part:
- (2) An agreement between the Company of the one part and Alexander Cross Hall of the other part:
- (3) An agreement between the Company of the one part and Georgiana Townley and the Reverend Charles Francis Townley of the other part.

For protec-
tion of cer-
tain wells.

20.—(1) If it shall be proved that the pumping by the Company at the Pumping Station (No. 3) by this Act authorised has caused any diminution of the supply in any well situate in the village of Great Wilbraham and belonging to Reginald Stanley Hicks of Wilbraham Temple his successors in title and assigns or situate in the village of Fulbourn and belonging to Georgiana Townley of Saint Mary's Court Ely her successors in title and assigns (all of whom are in this section referred to as "the owner" which term shall also include any tenant or lessee of the owner) such well being in existence at the time of the passing of this Act as an effective source of supply and situate within a radius of two miles from the said pumping station the Company shall upon the written request of the owner of such well afford to the owner a supply of water equal to the amount of such diminution as so proved at such cost or rate (if any) as that the total cost to the owner of obtaining his full supply shall be the same after as before the construction of the said pumping station and upon such other terms as may be agreed or failing agreement may be settled by arbitration as hereinafter provided and for the purpose of affording a supply of water under this subsection in the village of Great Wilbraham the Company may supply water beyond their limits of supply and carry out all works necessary for that purpose.

(2) The Company may if they think fit in lieu of making good the diminution of supply from any such well deepen the affected well or make such borings therein or headings therefrom as will increase the supply so as to make good the said diminution and the owner shall without making any charge therefor give

the Company access and every facility for carrying out such A.D. 1910.
deepening borings or headings.

(3) If the Company do not afford a supply equal to the diminution as aforesaid they shall make compensation in money to the owner of such well for such diminution and they shall also make like compensation for any injury caused to such owner by the exercise by the Company of the powers conferred by the last preceding subsection or by the diminution of the supply in such well prior to the Company having made good such diminution or paid compensation therefor the amount of such compensation to be settled in case of difference by arbitration as hereinafter provided.

(4) The Company shall not be liable in respect of any claim made by the owner under this section if he shall have failed to afford to the officers servants or other representatives of the Company at all reasonable times after the passing of this Act access to the well in respect of which the claim is made for the purpose of ascertaining particulars thereof and the level of the water therein.

(5) Any question or dispute arising under this section shall be referred to and determined by a single arbitrator to be agreed on between the parties or in default of agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the Arbitration Act 1889 shall apply to the reference.

21. The provisions of the section of this Act of which the marginal note is "For protection of certain wells" shall extend and apply to the well belonging to Jesus College in the University of Cambridge and situate on the College farm in the parish of Great Wilbraham (of which farm the property numbered on the deposited plans 3 in the said parish forms part) and in respect of such well Jesus College shall be deemed to be included within the expression "the owner" in the said section.

For protection of Jesus College.

22. In addition to the standposts which the Company are required to provide and keep charged with water under the provisions of section 6 (For the protection of the inhabitants of the parish of Fulbourn) of the Act of 1886 the Company shall before commencing to make use of the Well and Pumping Station (No. 3) authorised by this Act for the purpose of supplying

For protection of inhabitants of parish of Fulbourn.

A.D. 1910. water therefrom to their consumers provide and maintain two standposts one of a height above ground to the jet or spout of not less than three feet for the supply of water for domestic use and the other of a height above ground to the jet or spout of not less than seven feet to be used for filling carts at points on the existing service mains of the Company near to the easterly end of the village of Fulbourn to be agreed between the Company and the county council of the administrative county of Cambridge or failing agreement to be determined by a single arbitrator to be appointed on the application of the county council or the Company by the President of the Institution of Civil Engineers and shall for ever keep the same continually (unless prevented by frost unusual drought or other unavoidable accident or during necessary repairs) charged with a supply of pure water for the use of the inhabitants of the said parish of Fulbourn and the supply to such standposts shall be furnished at the sole expense in all respects of the Company and free of all cost and rates to or upon the inhabitants of that parish but only if and so long as the total consumption of water furnished under this section and under section 6 of the Act of 1886 does not together exceed thirty thousand gallons in any one day.

For protection of inhabitants of Great Wilbraham and Little Wilbraham.

23.—(1) If it shall be proved that the pumping by the Company at the Pumping Station (No. 3) by this Act authorised or any adits headings or other works for taking or abstracting water connected therewith (all of which are in this section included in the expression “the said pumping station”) has caused any diminution of the supply of water in any well situate in the village of Great Wilbraham or the village of Little Wilbraham and being within a distance of two miles from the said pumping station and in existence at the time of the passing of this Act as an effective source of supply and not being a well included within the provisions of the section of this Act of which the marginal note is “For protection of certain wells” the Company shall (unless they make good the diminution of supply in such well or make compensation therefor in accordance with the provisions of subsection (4) of this section) upon the written request of the county council of the administrative county of Cambridge cause pipes to be laid down and water to be brought to the village in which the well so affected is situate and shall at such point (not being further

from the said pumping station than the distance of the affected well from the pumping station) as shall be agreed between the Company and the county council or failing agreement be determined by arbitration under this section erect and connect with the said pipes a standpost of a height above ground to the jet or spout of not less than three feet for the supply of water for domestic use and from and after the completion of the laying down of the pipes and erection of the standpost the Company shall keep the same continually charged (unless prevented by frost unusual drought or other unavoidable accident or during necessary repairs) with a supply of pure water for the use of the inhabitants of such village which supply shall subject as hereinafter mentioned be furnished at the sole expense in all respects of the Company and free of all cost and rates to or upon the inhabitants of such village Provided always that the Company shall not be under any obligation to erect in either of the said villages a greater number of standposts or to supply in any one day free of cost to the inhabitants of either of the said villages a greater quantity of water than is hereinafter mentioned (that is to say):—

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- (A) If there be not more than ten such wells so affected in such village one standpost and one thousand gallons of water a day :
- (B) If there be more than ten but not more than twenty such wells so affected in such village two standposts and two thousand gallons of water a day :
- (C) If there be more than twenty but not more than thirty such wells so affected three standposts and three thousand gallons of water a day :
- (D) If there be more than thirty such wells so affected four standposts and four thousand gallons of water a day.

(2) If in either of the said villages there be any such well from which the county council now derive water for the purpose of watering roads and such well be so affected as aforesaid the Company shall if so required by the county council erect in such village and keep charged with water as aforesaid in addition to the standposts mentioned in the preceding subsection one standpost of the height to the jet or spout of not less than seven feet to be used for filling water-carts such last-mentioned

A.D. 1910. standpost to be erected at such point as may be agreed or determined by arbitration under this section but nothing in this subsection shall be deemed to increase the quantity of water which the Company are required to supply free of cost as aforesaid.

(3) For the purpose of complying with the provisions of this section the Company may exercise all necessary powers and carry out all necessary works beyond the limits of the Act of 1853 as extended by the Cambridge University and Town Waterworks Act 1866.

(4) Notwithstanding anything in this section it shall be lawful for the Company if they think fit to so deepen any such affected well or to make such borings therein or headings therefrom as will increase the supply in such well to such extent as will make good the diminution caused by the pumping operations of the Company or to make compensation in money to the owner of and persons entitled to use such well for such diminution and any such affected well in respect of which the Company have so made good the diminution of supply or have paid compensation in money for such diminution shall not be taken into account in determining whether the Company may be required under this section to lay down pipes and cause water to be brought to the village in which such well is situate or in determining the number of standposts or the quantity of water which the Company may be required under this section to erect or supply free of cost in such village.

(5) In the event of the Company determining to deepen any such affected well or to make any borings therein or headings therefrom the owner shall without making any charge therefor give the Company access and every reasonable facility for carrying out such deepening borings or headings. Provided that the Company shall make compensation in money to such owner for any injury caused to him during the carrying out of such deepening borings or headings.

(6) The Company shall not be under any liability under the provisions of this section to cause pipes to be laid down and water to be brought to or to erect any standpost in either of the said villages in respect of the diminution of supply in any well in such village if the owner of such well has failed to afford to the officers servants or other representatives of the Company at all reasonable times after the passing of this Act

access to such well for the purpose of ascertaining particulars thereof and the levels of the water therein. A.D. 1910.

(7) Any question or dispute arising under this section shall be referred to and determined by a single arbitrator to be agreed on between the parties or in default of agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the Arbitration Act 1889 shall apply to the reference.

24. Notwithstanding anything in this Act the following provisions for the protection of the county council of the administrative county of Cambridge (in this section called "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 Cam-
bridge
County
Council.

- (1) The provisions of this section are in addition to and not in substitution for the provisions of the Waterworks Clauses Act 1847 (hereinafter referred to as "the Act of 1847") with respect to the breaking up of streets for the purpose of laying pipes except so far as such last-mentioned provisions are expressly varied by the provisions of this section:
- (2) The notice required by section 30 of the Act of 1847 to be given to the council shall (except for laying connecting or repairing communication pipes as to which three days' notice shall be given and except in cases of emergency arising from defects in any of the pipes or other works) be not less than seven days instead of three days:
- (3) The plan required by section 31 of the Act of 1847 shall (except as aforesaid) be delivered to the surveyor of the council not less than seven days before the Company commence to break up or open any road which the council are liable to repair (hereinafter referred to as a "main road") and if the said surveyor shall not within seven days after the plan shall have been delivered to him express his approval or disapproval thereof or signify his requirements in relation thereto he shall be deemed to have approved thereof:

A.D. 1910.

- (4) All mains pipes and other works which are required to be laid or constructed by the Company in upon or across any county or main road bridge shall if it is reasonably practicable so to do and the council are able to give the necessary easements for the purpose be carried alongside of and attached to such bridge by means of wrought-iron bands rivetted to the bridge or by such other suitable means as may be agreed upon between the Company and the council or failing agreement be determined by arbitration under this section :
- (5) In executing repairing or altering any of their works the Company shall not unnecessarily stop or unreasonably interfere with or impede the traffic of any main road or county or main road bridge or any approach to any such bridge :
- (6) The Company shall not open or break up at any one time a greater length than one hundred and fifty yards of any main road at any place where not more than two carts can pass at the same time or than seventy-five yards at any place where only one cart can pass and the Company shall leave an interval of at least one hundred yards between any two places which they break up at the same time :
- (7) The filling in reinstatement and making good pursuant to section 32 of the Act of 1847 shall be executed by the Company to the reasonable satisfaction of the said surveyor :
- (8) If the Company in the execution of any works in or affecting any main road or any county or main road bridge or approaches thereto shall cause any damage injury or disturbance to such main road bridge or approach and shall have failed to properly make good in accordance with the provisions of the Act of 1847 all such damage injury or disturbance then it shall be lawful for the council after reasonable notice to the Company of the alleged failure and of the works which they propose to execute to do all works necessary for making good all such damage injury or disturbance and the Company shall repay

to the council all costs charges and expenses which the council shall reasonably and properly incur in carrying out such works :

- (9) It shall be lawful for the council at any time or times to alter the level of divert widen or improve any main road and also to remove alter widen or renew any county or main road bridge or the approaches thereto in over alongside or near to which any mains pipes or works of the Company are carried in the same manner as they might have done if this Act had not been passed and as if such mains pipes or works had not been constructed or laid in over alongside or near to such road bridge or approaches respectively without making any compensation to the Company for any expense or loss to which the Company may be put in consequence of such alteration of level diversion widening improvement alteration or renewal And in the event of any such road bridge or approaches being diverted widened improved removed altered or renewed as aforesaid the Company shall if necessary as and when requested by the said surveyor forthwith remove or alter the position of the said mains pipes or works and replace the same to the satisfaction of the said surveyor :

Provided that before and during such diversion widening improvement removal alteration or renewal of any such road bridge or approaches the council shall afford all reasonable facilities for temporarily carrying such mains pipes or works across such road bridge or approaches so as not to unnecessarily interrupt the continuous supply of water and (except in the case of the Lines of Pipes No. 1 and No. 2 by this Act authorised) the council shall repay to the Company the expenses reasonably and properly incurred by the Company in removing altering and replacing such mains pipes and works :

- (10) If any difference at any time arises between the council and the Company touching this section or anything to be done or not to be done thereunder such difference shall be settled by arbitration the arbitrator to be an engineer or other fit person to be appointed

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in default of agreement by the President of the Institution of Civil Engineers on the application of either party and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protec-
tion of Cam-
bridge Cor-
poration.

25. The section of this Act whereof the marginal note is "For protection of Cambridge County Council" shall so far as applicable extend and apply to and for the protection and benefit of the mayor aldermen and burgesses of the borough of Cambridge (hereinafter referred to as "the corporation") in regard to any roads or bridges belonging to or repairable by the corporation as if the corporation and such roads and bridges were therein mentioned.

Application
of existing
authorised
funds.

26. The Company may apply for the purposes of this Act to which capital is properly applicable any money which they have raised or are authorised to raise under the recited Acts and not thereby made applicable for any particular purpose or if so made applicable not required for that purpose.

Power to
Company to
raise addi-
tional
capital.

27. The Company may from time to time raise additional capital not exceeding in the whole one hundred and fifty thousand pounds by the creation and issue of new ordinary shares or stock or new preference shares or stock or wholly or partially by one or more of those modes respectively but the Company shall not issue any share of less nominal value than ten pounds Provided that it shall not be lawful for the Company to create and issue under the powers of this Act any greater nominal amount of capital than shall be sufficient to produce including any premium which may be obtained on the sale thereof the sum of one hundred and fifty thousand pounds Provided also that the Company shall not raise by the issue of preference shares or stock a greater amount of such additional capital than seventy-five thousand pounds.

Shares or
stock in
additional
capital to
be sold by
auction or
tender.

28.—(1) All shares or stock created under the powers of this Act shall be issued in accordance with the provisions of this section.

(2) All shares or stock so to be issued shall be offered for sale by public auction or tender in such manner at such times and subject to such conditions of sale as the Company shall from time to time determine Provided as follows:—

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- (A) Notice of the intended sale shall be given in writing to the town clerk of the borough of Cambridge and the respective clerks to the Chesterton Urban District Council and the Chesterton Rural District Council and to the secretary 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 shall also be duly advertised once in each of two consecutive weeks in one or more local newspapers circulating within the said urban and rural districts :
- (B) A reserve price shall be fixed and notice thereof shall be sent by the Company in a sealed letter to be received by the Board of Trade not less than twenty-four hours before but not to be opened till after the day of auction or last day for the receipt of tenders as the case may be :
- (C) No lot offered for sale shall comprise shares or stock of greater nominal value than one hundred pounds :
- (D) In the case of a sale by tender no preference shall be given to one of two or more persons tendering the same sum In the case of a sale by auction a bid shall not be recognised unless it is in advance of the last preceding bid :
- (E) It shall be one of the conditions of sale that the total sum payable by the purchaser shall be paid to the Company within three months after the date of the auction or of the acceptance of the tender as the case may be.
- (3) Any shares or stock which have been so offered for sale and are not sold may be offered at the reserve price to the holders of ordinary and preference shares or stock of the Company in accordance with the provisions of sections 18 19 and 20 of the Companies Clauses Act 1863 and to the employees of the Company and to the consumers of water supplied by the Company in such proportions as the Company may think fit or to one or more of these classes of persons only Provided in the case of an offer to holders of shares or stock that if the aggregate amount of shares or stock applied for shall exceed the aggregate amount so offered as aforesaid the same shall be allotted to and distributed

A.D. 1910. amongst the applicants as nearly as may be in proportion to the amounts applied for by them respectively.

(4) Any shares or stock which have been offered for sale in accordance with subsection (2) or with subsections (2) and (3) and are not sold shall be again offered for sale by public auction or by tender in accordance with the provisions of this section and any such shares or stock then remaining unsold may be otherwise disposed of at such price and in such manner as the directors may determine for the purpose of realising the best price obtainable.

(5) As soon as possible after the conclusion of the sale or sales the Company shall send a report thereof to the Board of Trade stating the total amount of the respective shares or stock sold the total amount obtained as premium (if any) and the highest and lowest prices obtained for the respective shares or stock.

Incidents of shares or stock.

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

Limits of dividends on additional capital.

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

Dividends on different classes of ordinary

31. In case in any half-year the net revenues of the Company applicable to dividend on ordinary capital shall be insufficient to pay the full amount of the prescribed maximum rates of dividend

on each class of ordinary stock or shares in the capital of the Company a proportionate reduction shall be made in the dividend of each class of such capital. A.D. 1910.
capital to be paid proportionately.

32. Notwithstanding anything in the Waterworks Clauses Act 1847 and the recited Acts contained it shall not be lawful for the Company to apply any of their funds or profits to the payment of any moneys to make up the deficiency of any dividend paid or payable more than six years previously. Limitation on making up back dividends.

33. Subject to the provisions of this Act every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called up and paid on such shares or to the whole amount of such stock as the case may be. Dividends on new shares or stock.

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

35. 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 amount of the additional capital which at the time of borrowing has been raised under the powers of this Act but no sum shall be borrowed in respect of any capital so raised until the Company have proved to a justice of the peace before he gives his certificate under the fortieth section of the Companies Clauses Consolidation Act 1845 that the whole of the shares or stock at the time issued together with the premium (if any) realised on the sale thereof have been fully paid up. Power to borrow in respect of additional capital.

36. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the conversion of the borrowed money into capital shall cease to apply to the Company. Borrowed money not to be converted into capital.

37. Section 29 (For appointment of a receiver) of the Act of 1886 is hereby repealed but without prejudice to any appointment heretofore made or to any proceedings pending at the passing of this Act. Appointment of a receiver.

The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on

A.D. 1910. — 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 ten thousand pounds in the whole.

Power to create debenture stock.

38.—(1) The Company may create and issue debenture stock subject to the provisions of section 30 of the Act of 1886.

(2) Notice of the effect of that enactment shall be endorsed on all mortgages granted and certificates of debenture stock created and issued after the passing of this Act.

Debenture stock to be sold by auction.

39. The provisions of this Act with respect to the disposing of shares or stock by auction or tender and to the application of any money arising by way of premium shall mutatis mutandis apply to any debenture stock issued under this Act bearing interest at a higher rate than four per centum per annum.

Existing mortgages to have priority.

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

Priority of mortgages and debenture stock over other debts.

41. All money to be raised by the Company on mortgage or debenture stock under the provisions of this Act shall have priority against the Company and the property from time to time of the Company over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act Provided always that this priority shall not affect any claim against the Company or their property in respect of any rentcharge granted or to be granted by them in pursuance of the Lands Clauses Acts or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company which is entitled to rank in priority to or pari passu with the interest on their mortgages or debenture stock nor shall anything in this section contained affect any claim for land taken used or occupied by the Company for the purposes of the undertaking and works or injuriously affected by the construction.

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*Cambridge University and Town
Waterworks Act, 1910.*

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thereof or by the exercise of any powers conferred on the A.D. 1910.
Company.

42. If any money is payable to a shareholder or mortgagee or debenture stockholder 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.

43. All moneys raised under this Act including premiums shall be applied only to purposes to which capital is properly applicable and any sum of money which may arise by way of premium from the issue of shares or stock under the provisions of this Act shall not be considered as part of the capital of the Company entitled to dividend: Application of moneys.

Provided that in any case where a power to create a reserve or other fund is made proportionate to the nominal capital the premium received from the sale of shares or stock by auction or tender as hereinbefore provided shall for such purpose be reckoned as part of the nominal capital.

44. The following sections of the Act of 1853 and the Act of 1886 are hereby repealed (namely):— Repeal of certain provisions of Acts of 1853 and 1886.

Act of 1853—

- Section 39 What shall not be deemed domestic purposes;
- Section 44 Undisputed rates damages &c. may be recovered by distress;
- Section 45 Costs of proceedings may be included in warrant of distress:

Act of 1886—

- Section 34 Regulations for preventing waste of water;
- Section 35 Confirmation of regulations;
- Section 36 Regulations subject to provisions of the Public Health Act 1875;
- Section 37 Publication of regulations;
- Section 38 Evidence of regulations;
- Section 39 For enforcing regulations;
- Section 40 Former regulations to cease to be in force;
- Section 41 Disputes as to infringement of regulations to be settled by two justices;
- Section 42 Power to sell or let meters.

A.D. 1910.

Byelaws for
preventing
waste &c. of
water.

45.—(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 soil-pans 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.

(3) All such byelaws shall be subject to the provisions contained in sections 182 183 184 and 186 of the Public Health Act 1875 and all penalties imposed for the breach of any such byelaws shall be recoverable in manner provided by that Act for the recovery of penalties and those sections shall for the purposes of this section be construed as if the Company were a local authority within the meaning of those sections and the secretary of the Company were the clerk of the local authority.

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

(5) 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 shall be recoverable by the Company as the water rates in respect of the premises are recoverable.

(6) Until any byelaws have been made confirmed and published under this section any regulations made by the Company for the like purposes under the Act of 1886 and in force at the passing of this Act shall continue in force and have full effect.

46. 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.

A.D. 1910.
Power to
sell or let
meters.

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.

47. Section 49 of the Act of 1886 shall be read and have effect as if in lieu of the words "(after giving notice to the owner or occupier in manner hereinafter provided for the giving of notices by the Company)" the words "(after twenty-four hours' notice in writing under the hand of the secretary or other properly authorised officer of the Company to the occupier or if there is no occupier then to the owner or lessee of such premises)" had been inserted therein.

Amending
section 49 of
Act of 1886.

48.—(1) From and after the quarter-day which shall next happen after the Company have obtained from the Board of Trade a certificate that they have raised and expended not less than fifty thousand pounds under the powers of this Act in the construction of the Well and Pumping Station (No. 3) Adits (No. 1) and (No. 2) and Lines of Pipes (No. 1) and (No. 2) authorised by this Act or some part or parts thereof and in matters incidental thereto the Company shall be entitled to charge for a supply of water for domestic purposes rates not exceeding the rates hereinafter specified (that is to say):—

Alteration
of rates for
a supply for
domestic
purposes.

Where the rateable value of the house or part of the house supplied does not amount to six pounds at the rate of eight shillings and eightpence per annum:

Where such rateable value amounts to six pounds and does not exceed thirty pounds at the rate of seven pounds ten shillings per centum per annum:

Where such rateable value exceeds thirty pounds but does not exceed fifty pounds at the rate of seven pounds per centum per annum:

Where such rateable value exceeds fifty pounds but does not exceed one hundred pounds at the rate of six pounds ten shillings per centum per annum:

Where such rateable value exceeds one hundred pounds at the rate of six pounds per centum per annum:

And the recited Acts and this Act shall be read and have effect as if the aforesaid rates were the rates specified in section 36

A.D. 1910. of the Act of 1853 Provided that nothing in this section shall entitle the Company in any case to demand for a supply of water for domestic purposes in respect of any house or part of a house included in any division of the above scale a greater sum than they would be entitled to demand if the house or part thereof were of just sufficient rateable value to bring it within the next division of the said scale relating to premises of a higher rateable value whereon a lower rate per centum is chargeable.

(2) The rateable value of any such house or part of a house 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 rateable value of a part only of any hereditament entered in the valuation list such rateable value shall be a fairly apportioned part of the rateable value of the whole tenement ascertained as aforesaid the apportionment in case of dispute to be ascertained by a court of summary jurisdiction.

(3) From and after the said quarter-day the Company shall not be entitled to make any charge for the first or only water-closet in any house nor for any high service.

Rates payable by owners of small houses.

49. 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 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.

50. 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.

51. 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.

52. Subject to the provisions of the Waterworks Clauses Act 1847 the Company may for the purpose of preventing and detecting waste affix and maintain meters and other apparatus on the service pipes and mains of the Company and stop-cocks in the pipes supplying houses with water and may insert in the roads or footways the necessary covers or boxes for giving access and protection thereto and may for that purpose break up and interfere with temporarily public and private streets roads lanes footways courts passages tramways pipes wires and apparatus:

A.D. 1910.
—
Detection
of waste.

Provided that the Company shall not break up or interfere with any wires or apparatus of the Postmaster-General except in accordance with and subject to the provisions of the Telegraph Act 1878.

53.—(1) For the purpose of executing constructing repairing cleansing emptying or examining any reservoir well adit aqueduct line of pipes or other work of the Company the Company may cause the water in any such work to be discharged into any available stream watercourse ditch drainage channel or public drain.

Discharge of
water into
streams &c.

(2) In the exercise of the power conferred by this section the Company shall do as little damage as may be and shall make full compensation to all persons for all damage sustained by them by reason or in consequence of the exercise of such power the amount of compensation to be settled in case of difference by arbitration under and pursuant to the provisions of the Arbitration Act 1889.

54. The Company may on the application of the owner or occupier of any premises within the limits of supply of the Company 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 the furnishing such supply.

Power to
lay pipes in
streets not
dedicated to
public use.

55. Any fittings let for hire by the Company under the provisions of the recited Acts or this Act shall not be subject to distress or to the landlord's remedy for rent or be liable to be taken in execution under any process of any court or any proceedings in bankruptcy against the persons in whose possession the same may be Provided that such fittings have upon

Fittings not
to be subject
to distress.

A.D. 1910. them respectively a distinguishing metal plate affixed to a conspicuous part thereof or a distinguishing brand or other mark conspicuously impressed or made thereon sufficiently indicating the Company as the actual owners thereof.

Recovery of demands.

56. Section 46 of the Act of 1853 is hereby repealed and in lieu thereof the following provision shall have effect (that is to say):—

Proceedings for the recovery of any demand made under the authority of the recited Acts or 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 having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action.

Costs of Act.

57. 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 referred to in the foregoing Act.

A.D. 1910.

AN AGREEMENT made this 22nd day of April 1910 between the CAMBRIDGE UNIVERSITY AND TOWN WATERWORKS COMPANY (hereinafter called "the Company") of the one part and REGINALD STANLEY HICKS of Wilbraham Temple Great Wilbraham in the county of Cambridge (in this agreement called "the owner" which expression includes his heirs successors and assigns) of the other part.

WHEREAS the Company are promoting in the present session of Parliament a Bill (hereinafter called "the Bill") to confer further powers on the Company and for other purposes :

And whereas by the Bill the Company seek power to make and maintain certain works described in clause 4 of the Bill (in the Bill and this agreement referred to as "the new waterworks") and to enter upon take and use such of the lands shown on the deposited plans and described in the deposited book of reference in connection with the new waterworks as they may require :

And whereas the new waterworks include a Well and Pumping Station (No. 3) on land adjoining Fleam Dyke and an Adit (No. 1) and an Adit (No. 2) commencing at or in the said Well or Pumping Station (No. 3) and certain lands of the owner are included within the limits of deviation for the said well and pumping station and adits and are liable to be acquired compulsorily under the powers sought by the Bill :

And whereas the owner presented a petition to Parliament praying to be heard against the Bill :

And whereas in order to obviate further opposition by the owner to the Bill the parties hereto have agreed to enter into this agreement :

Now it is hereby agreed as follows :—

1. The owner shall withdraw from further opposition to the Bill.
2. Subject as hereinafter provided the Company shall not acquire any lands or any interest in lands of the owner under the compulsory powers sought by the Bill.
3. The Company may acquire and the owner shall grant if so required by the Company an easement or right upon in under over and along the strip of land lying between the south-eastern boundary of the lands of the owner shown on the deposited plans and a line

A.D. 1910. drawn parallel to such boundary at a distance of not more than one hundred and fifty feet therefrom of constructing or laying down maintaining working and using and from time to time extending enlarging deepening altering renewing or removing any of the new waterworks or any works mentioned in clause 7 (Power to make additional works) of the Bill and of access for such purposes or any of them.

4. If after the Company shall have commenced to pump water either for the purposes of the construction of or by means of the said Pumping Station (No. 3) the level of the water in the existing well on the Upper Heath Farm or the existing well on the Lower Heath Farm shall be lowered (otherwise than by any unnecessary act of the owner his lessees or tenants) to a depth less than three feet above the existing bottom of such well the Company shall reduce the quantity of water pumped by them as aforesaid so as to prevent the water in such well from being further lowered by such pumping unless and until the Company either (A) shall have at their own expense provided all necessary works and are delivering free of cost to the owner at a point near to such well sufficient water to meet (subject as hereinafter mentioned) all the requirements of the owner which were being supplied with water from such well and shall also (if so required by the owner) have provided and are maintaining at such place near to one of the wells so affected as shall be reasonably required by the owner a storage tank capable of holding at least five thousand gallons of water or (B) shall have made good the diminution of supply in accordance with the next paragraph of this agreement.

5. The Company may if they think fit in lieu of providing the works and tank and delivering water in accordance with the last preceding paragraph deepen the affected well or make such borings therein or headings therefrom as will increase the supply in such well so as to make good the diminution thereof Provided that the Company shall not commence to carry out any such deepening borings or headings at the affected well unless and until they shall have constructed all necessary works and are delivering to the owner at the affected well sufficient water derived from the other of the two said wells of the owner to meet the requirements which were being supplied with water from the affected well and the owner shall without making any charge therefor give the Company access and other facilities for carrying out such deepening borings and headings at the affected well and for constructing all necessary works for deriving and delivering water from the other said well of the owner as aforesaid.

6. The quantity of water which the owner may require the Company to deliver to him free of cost under the provisions of paragraph 4 of this agreement shall not in the aggregate in any one day exceed five thousand gallons but the Company shall if so required by the

owner at any time after the Company have commenced to afford a general supply of water by means of the said Pumping Station (No. 3) supply to him at the point or points at which the Company are delivering water under paragraph 4 of this agreement such additional quantity of water as the owner may reasonably require at the price of sixpence per thousand gallons. A.D. 1910.

7. The exact point or points at which a supply or supplies shall be delivered under paragraph 4 of this agreement shall be such as may be agreed upon between the owner and the Company or failing agreement determined by arbitration as hereinafter provided and each supply shall be delivered by means of such hydrants stand-pipes water-taps or other means to be provided by and at the cost of the Company as shall be equally convenient to the existing means of delivery of the corresponding supply which shall have been reduced as aforesaid.

8. The Company shall maintain in good and proper order free of cost to the owner all pipes and apparatus necessary for affording the supplies which the Company are by paragraph 4 of this agreement required to afford and also any meters connected therewith for measuring the water so supplied to the owner and also any apparatus required for ascertaining and indicating the depth of water in the existing wells.

9. The owner shall afford to the Company free of charge all easements and facilities required for the purpose of enabling the Company to give the supplies to be afforded under this agreement and for the laying down or construction and maintenance of all pipes and other apparatus which the Company are required to provide and maintain under this agreement.

10. The Company shall during the construction or any alteration (extending over a longer period than one week) of the said Pumping Station (No. 3) and adits and any works in connection therewith if required by the owner pay to him the cost of the employment by him of an additional keeper or watcher for the protection of the game and for the prevention of poaching and trespassing on the lands of the owner and the Company their contractors or sub-contractors shall not allow any person employed on the said works to take any dog on to the lands of the owner and if so required by the owner shall dismiss any person found poaching or trespassing on or taking a dog on to the lands of the owner or to whom the owner may for any other reasonable cause object.

11. The Company shall during the construction or alteration of any works on the lands of the owner be responsible for all damage to stock of the owner or his tenants caused by reason of such construction

A.D. 1910. and for all other damage sustained by the owner or his tenants caused by workmen or others employed in connection with such construction or alteration.

12. The owner shall also grant to the Company an easement or right of constructing laying down and maintaining under the lands of the owner a line of pipes with all necessary underground works and apparatus in such situations as shall be reasonably approved by the owner for the purpose of enabling the Company to afford any supply of water which the Company may by the intended Act be required or empowered to supply within the parish of Great Wilbraham.

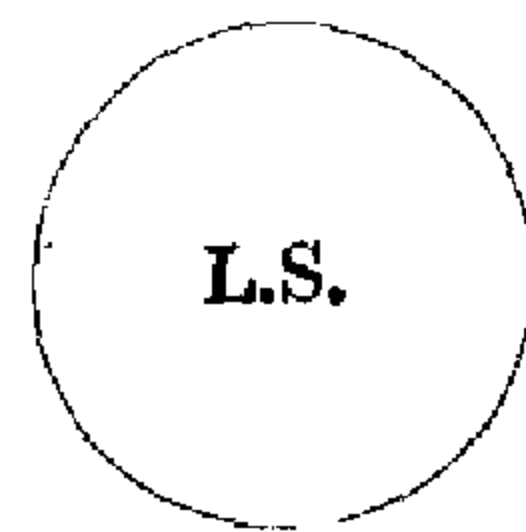
13. The Company shall not exercise the powers conferred by the provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof in respect of any lands of the owner other than the strip of land referred to in paragraph 3 of this agreement.

14. In the event of any dispute question or difference arising between the Company and the owner under the provisions of this agreement the same shall be referred to and determined by an arbitrator to be mutually agreed upon or failing agreement to be appointed on the application of either party by the President of the Surveyors' Institution and the Arbitration Act 1889 shall apply to any such reference.

15. This agreement is made subject to such alterations as Parliament shall think fit to make therein but if the Committee on the Bill make any material alteration in this agreement it shall be competent to either of the parties hereto to withdraw the same.

In witness whereof the Company have caused their common seal to be hereunto affixed and the said Reginald Stanley Hicks has hereunto set his hand and seal the day and year first above written.

The common seal of the Cambridge University and
Town Waterworks Company was hereunto affixed
this twenty-second day of April one thousand
nine hundred and ten in the presence of



F. WHITTING Chairman.
WM. W. GRAY Secretary.

Signed sealed and delivered by the above-named
Reginald Stanley Hicks this twenty-second day
of April one thousand nine hundred and ten in
the presence of

R. S. HICKS
by his Attorney
J. E. BIDWELL.

R. H. MORLEY
Clerk to Messrs. Bidwell and Sons
Cambridge.

AN AGREEMENT made this 28th day of April 1910 between the CAMBRIDGE UNIVERSITY AND TOWN WATERWORKS COMPANY (hereinafter called "the Company") of the one part and ALEXANDER CROSS HALL of Six Mile Bottom in the county of Cambridge Esquire (in this agreement called "the owner" which expression includes his heirs successors and assigns of the Great Wilbraham Hall Estate) of the other part. A.D. 1910.

WHEREAS the Company are promoting in the present session of Parliament a Bill (hereinafter called "the Bill") to confer further powers on the Company and for other purposes:

And whereas by the Bill the Company seek power to make and maintain certain works described in clause 4 of the Bill (in the Bill and this agreement referred to as "the new waterworks") and to enter upon take and use such of the lands shown on the deposited plans and described in the deposited book of reference in connection with the new waterworks as they may require:

And whereas the new waterworks include a Well and Pumping Station (No. 3) on land adjoining Fleam Dyke and an Adit (No. 1) and an Adit (No. 2) commencing at or in the said Well or Pumping Station (No. 3) and certain lands of the owner forming part of the Great Wilbraham Hall Farm are included within the limits of deviation for the said well and pumping station and adits and are liable to be acquired compulsorily under the powers sought by the Bill:

And whereas the owner presented a petition to Parliament praying to be heard against the Bill:

And whereas in order to obviate further opposition by the owner to the Bill the parties hereto have agreed to enter into this agreement:

Now it is hereby agreed as follows:—

1. The owner shall withdraw from further opposition to the Bill.
2. Subject as hereinafter provided the Company shall not acquire any lands or any interest in lands of the owner under the compulsory powers sought by the Bill.
3. The Company may acquire and the owner shall grant if so required by the Company an easement or right upon in under over and along the strip of land lying between the north-western boundary of the lands of the owner shown on the deposited plans and a line drawn parallel to such boundary at a distance of not more than seventy-five feet therefrom of constructing or laying down maintaining

A.D. 1910. working and using and from time to time extending enlarging deepening altering renewing or removing any of the new waterworks or any works mentioned in clause 7 (Power to make additional works) of the Bill and of access for such purposes or any of them.

4. If after the Company shall have commenced to pump water either for the purposes of the construction of or by means of the said Pumping Station (No. 3) the level of the water in any existing well on the Great Wilbraham Hall Farm available as an effective source of supply at the date when the pumping first commenced shall be lowered (otherwise than by any unnecessary act of the owner his lessees or tenants) to a depth less than three feet above the existing bottom of the well the Company shall reduce the quantity of water pumped by them as aforesaid so as to prevent the water in such well from being further lowered by such pumping unless and until the Company shall have at their own expense provided all necessary works and are delivering free of cost to the owner at a point near to each such well so affected sufficient water to meet (subject as hereinafter mentioned) all the requirements of the owner which were being supplied with water from such well and shall also (if so required by the owner) have provided and are maintaining at a place near to such one of the wells so affected as shall be reasonably required by the owner a storage tank capable of holding at least five thousand gallons of water.

5. The quantity of water which the owner may require the Company to deliver to him free of cost under the provisions of paragraph 4 of this agreement shall not in the aggregate in any one day exceed five thousand gallons but the Company shall if so required by the owner at any time after the Company have commenced to afford a general supply of water by means of the said Pumping Station (No. 3) supply to him at each such point as aforesaid such additional quantity of water as the owner may reasonably require at the price of sixpence per thousand gallons.

6. The exact point or points at which a supply or supplies shall be delivered under paragraph 4 of this agreement shall be such as may be agreed upon between the owner and the Company or failing agreement determined by arbitration as hereinafter provided and each supply shall be delivered by means of such hydrants stand-pipes water-taps or other means to be provided by and at the cost of the Company as shall be equally convenient to the existing means of delivery of the corresponding supply which shall have been reduced as aforesaid.

7. The Company shall maintain in good and proper order free of cost to the owner all pipes and apparatus necessary for affording the

supplies which the Company are by paragraph 4 of this agreement required to afford and also any meters connected therewith for measuring the water so supplied to the owner and also any apparatus required for ascertaining and indicating the depth of water in the existing wells. A.D. 1910.

8. The owner shall afford to the Company free of charge all easements and facilities required for the purpose of enabling the Company to give the supplies to be afforded under this agreement and for the laying down or construction and maintenance of all pipes and other apparatus which the Company are required to provide and maintain under this agreement.

9. The Company shall during the construction or any alteration (extending over a longer period than one week) of the said Pumping Station (No. 3) and adits and any works in connection therewith if required by the owner pay to him the cost of the employment by him of an additional keeper or watcher for the protection of the game and for the prevention of poaching and trespassing on the lands of the owner and the Company their contractors or sub-contractors shall not allow any person employed on the said works to take any dog on to the lands of the owner and if so required by the owner shall dismiss any person found poaching or trespassing on or taking a dog on to the lands of the owner or to whom the owner may for any other reasonable cause object.

10. The Company shall during the construction or alteration of any works on the lands of the owner be responsible for all damage to stock of the owner or his tenants caused by reason of such construction or alteration and for all other damage sustained by the owner or his tenants caused by workmen or others employed in connection with such construction or alteration.

11. The Company shall not exercise the powers conferred by the provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof in respect of any lands of the owner other than the strip of land referred to in paragraph 3 of this agreement.

12. The owner shall also grant to the Company an easement or right of constructing or laying down and maintaining under the lands of the owner a line of pipes with all necessary underground works and apparatus in such situations as shall be reasonably approved by the owner for the purpose of enabling the Company to afford any supply of water which the Company may by the intended Act be required or empowered to supply within the parish of Great Wilbraham and the Company shall pay to the owner for such easement or right such sum

A.D. 1910. as may be agreed or failing agreement be determined by arbitration under this agreement.

13. In the event of any dispute question or difference arising between the Company and the owner under the provisions of this agreement the same shall be referred to and determined by an arbitrator to be mutually agreed upon or failing agreement to be appointed on the application of either party by the President of the Surveyors' Institution and the Arbitration Act 1889 shall apply to any such reference.

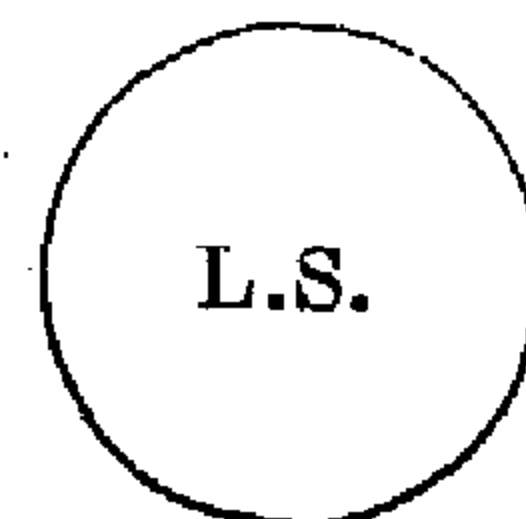
14. This agreement is made subject to such alterations as Parliament shall think fit to make therein but if the Committee on the Bill make any material alteration in this agreement it shall be competent to either of the parties hereto to withdraw the same.

In witness whereof the Company have caused their common seal to be hereunto affixed and the said Alexander Cross Hall has hereunto set his hand and seal the day and year first above written.

The common seal of the Cambridge University and
Town Waterworks Company was hereunto affixed
this twenty-second day of April one thousand
nine hundred and ten in the presence of

F. WHITTING Chairman.

WM. W. GRAY Secretary.

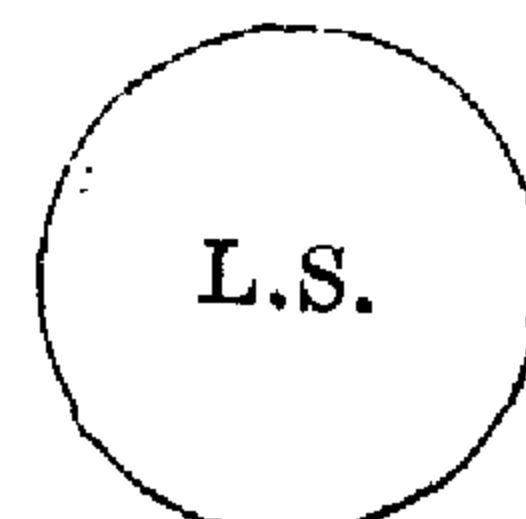


Signed sealed and delivered by the above-named
Alexander Cross Hall this twenty-eighth day of
April one thousand nine hundred and ten in the
presence of

J. C. FOYER

Great Rollright

Farm Manager.



A. C. HALL.

AN AGREEMENT made this 19th day of May 1910 between the CAMBRIDGE UNIVERSITY AND TOWN WATERWORKS COMPANY (hereinafter called "the Company") of the one part and GEORGIANA TOWNLEY and the REVEREND CHARLES FRANCIS TOWNLEY of Fulbourn Manor in the county of Cambridge (hereinafter called "the owner" which expression includes her and his heirs successors and assigns of the Fulbourn Manor Estate) of the other part. A.D. 1910.

WHEREAS the Company are promoting in the present session of Parliament a Bill (hereinafter called "the Bill") to confer further powers on the Company and for other purposes:

And whereas by the Bill the Company seek power to make and maintain certain works described in clause 4 of the Bill (in the Bill and this agreement referred to as "the new waterworks") and to enter upon take and use such of the lands shown on the deposited plans and described in the deposited book of reference in connection with the new waterworks as they may require:

And whereas the new waterworks include a Well and Pumping Station (No. 3) on land adjoining Fleam Dyke and an Adit (No. 1) and an Adit (No. 2) and a Line or Lines of Pipes (No. 1) commencing at or in the said Well or Pumping Station (No. 3) and certain lands of the owner are included within the limits of deviation for the said well and pumping station adits and pipes and are liable to be acquired compulsorily under the powers sought by the Bill:

And whereas the owner presented a petition to Parliament praying to be heard against the Bill:

And whereas in order to obviate further opposition by the owner to the Bill the parties hereto have agreed to enter into this agreement:

Now it is hereby agreed as follows:—

1. The owner shall withdraw from further opposition to the Bill.
2. Subject as hereinafter provided the Company shall not acquire any lands or any interest in lands of the owner under the compulsory powers sought by the Bill.

3. The Company may purchase or acquire and the owner will if so required by the Company convey or grant to the Company the lands rights and easements hereinafter mentioned (that is to say):—

- (A) Such land as the Company may require not exceeding six acres for the purposes of the said Well and Pumping Station

A.D. 1910

(No. 3) and of two cottages and other buildings and works in connection with the pumping station to be so situate as to leave between the same on the whole of one side thereof and the Fleam Dyke a strip of land of a width of twenty feet and the length of the side nearest to the Fleam Dyke shall be not less than three fourths of the length of any other side:

- (B) Such land as the Company require not exceeding one acre abutting on the Balsham Road for the purpose of the erection thereon of cottages for the occupation of persons in their employ:
- (C) Rights and easements for enabling the Company to construct maintain and use a roadway not exceeding forty feet in width from the said Balsham Road to the site of the Pumping Station (No. 3) and thence to and across the Fleam Dyke and for driving maintaining and using adits and constructing maintaining and using the said Line or Lines of Pipes (No. 1) and any line or lines of pipes which the Company may require to lay for the purpose of affording a supply of water under the provisions of the section of the intended Act of which the marginal note is "For protection of certain wells" or under the provisions of an agreement dated the 22nd day of April 1910 and made between the Company of the one part and Reginald Stanley Hicks of the other part or of an agreement dated the 28th day of April 1910 and made between the Company of the one part and Alexander Cross Hall of the other part Provided that any such right or easement for the purposes of the said roadway shall be a right or easement to use the same in common with the owner and his tenants.

4. If after the Company shall have commenced to pump water either for the purposes of the construction of or by means of the said Pumping Station (No. 3) the level of the water in any existing well on the New Shardelows Farm or the Heath Farm available as an effective source of supply at the date when the pumping first commenced shall be lowered (otherwise than by any unnecessary act of the owner his lessees or tenants) to a depth less than six feet above the existing bottom of the well or if the yield of the spring at the Wilbraham Glebe Farm shall be diminished so that such yield shall not afford a full and ample supply for all purposes for which the same now affords such a supply the Company shall reduce the quantity of water pumped by them as aforesaid so as to prevent the water in such well or spring from being further lowered or diminished by such

pumping unless and until the Company shall have at their own expense provided all necessary works and are delivering free of cost to the owner at a point near to each such well or spring sufficient water to meet (subject as hereinafter mentioned) all the requirements of the owner which were being supplied with water from such well or spring and shall also (if so required by the owner) have provided and are maintaining at such one place as shall be reasonably required by the owner a storage tank or tanks capable of holding in the case of an affected well situate on the New Shardelowes Farm or the Heath Farm at least five thousand gallons of water and in the case of the Wilbraham Glebe Farm one thousand gallons of water. A.D. 1910.

5. The quantity of water which the owner may require the Company to deliver to him free of cost under the provisions of paragraph 4 of this agreement shall not in the aggregate in any one day exceed six thousand gallons.

6. If by reason of the pumping operations of the Company at the said pumping station or otherwise by the exercise of the powers of this agreement the flow of water in any stream or watercourse on the estate of the owner be at any time diminished the Company shall make to the owner compensation for any loss or damage which may be sustained by him by reason of such diminution in the flow of water in such stream or watercourse and in the event of and during such time as the flow of water in any such stream or watercourse is diminished as aforesaid to such extent as to render such stream or watercourse inefficient for the purposes of fencing the Company shall if so required by the owner and to his reasonable satisfaction erect and maintain at the cost of the Company a suitable fence along so much of the line of any such stream or watercourse so affected as shall be otherwise unfenced.

7. The positions at which any supplies shall be delivered by the Company under this agreement shall be such as may be agreed upon between the owner and the Company or failing agreement determined by arbitration as hereinafter provided and the same shall be delivered by means of such stand-pipes water-taps or other means to be provided by and at the cost of the Company as shall be equally convenient to the existing means of the delivery of supply which shall have been reduced as aforesaid.

8. The Company shall maintain in good and proper order free of cost to the owner all pipes and apparatus necessary for affording the supplies which the Company are by this agreement required to afford and any meters connected therewith for measuring the water so supplied to the owner and also any apparatus required for ascertaining and

A.D. 1910. indicating the depth of water in the existing wells and the owner shall have all reasonable access to any such meter and apparatus.

9. The owner shall afford to the Company free of charge all easements and facilities required for the purpose of enabling the Company to give the supplies to be afforded under this agreement and for the laying down or construction and maintenance of all pipes and other apparatus which the Company are required to provide and maintain under this agreement.

10. The Company shall at their own expense erect and maintain to the reasonable satisfaction of the owner on all sides of the site of the Pumping Station (No. 3) and also on all sides of the land (except along the frontage of such land to Balsham Road) acquired for the purpose of erecting cottages under the provisions of sub-paragraph (B) of paragraph 3 of this agreement an unclimbable iron fence and they shall at the like expense if required by the owner erect and maintain to the like satisfaction a fence on both sides of any roadway constructed under the provisions of sub-paragraph (C) of the said paragraph.

11. Any houses or buildings erected on the lands acquired under the provisions of sub-paragraph (B) of paragraph 3 of this agreement shall be erected according to elevations to be submitted to and approved by the owner.

12. The sole right of shooting and sporting over any lands forming part of the estate of the owner which shall be acquired by the Company under the powers of this Act shall with access and right of entry for such purposes be reserved and belong to the owner but such right shall be exercised in such a manner as not to injure the said pumping station and works of the Company.

13. The Company shall during the construction on under or across the lands of the owner of any of the new waterworks if required by the owner pay to him the cost of the employment by him of one additional keeper or watcher for the protection of the game and for the prevention of poaching and trespassing on the lands of the owner and the Company their contractors or sub-contractors shall not allow any person employed on such works to keep or use any dog and if so required by the owner shall dismiss any such person found poaching or trespassing on or taking a dog on to the lands of the owner or to whom the owner may for any other reasonable cause object. No dog shall be kept used or taken on to or across any land or wayleave so acquired by the Company at any time whether before during or after the construction of the works:

14. The Company shall in constructing any line of pipes through the land of the owner fence all excavations made from time to time on the land of the owner or in some other effectual manner make provision for preventing cattle sheep and other animals from falling into such excavations and the Company shall when the works are completed remove any such fences and restore the surface of the ground excavated as nearly as may be to its original state. A.D. 1910.

15. The right of the owner and his tenants to pass over and use for all purposes the surface of any lands of the owner in or under which any line or lines of pipes shall have been laid or any adits driven under the provisions of this agreement or the powers sought by the Bill shall not be interfered with and it shall be lawful for the owner and his tenants to lay out construct and use across any such line or lines of pipes any roads drains or pipes provided that such construction or use shall not interfere with or injure any such line or lines of pipes or adits or other work which may be authorised by the intended Act or interfere with the maintenance and user of such pipes adits or work.

16. The Company shall be responsible for all damage to stock or crops of the owner or his tenants caused by reason of and during the execution on under or across the lands of the owner of any of the new waterworks and for all other damage sustained by the owner or his tenants during such construction caused by workmen or others employed in connection with such construction.

17. The Company shall not exercise the powers conferred by the provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof in respect of any lands of the owner other than the lands referred to in paragraph 3 of this agreement.

18. In the event of any dispute question or difference arising between the Company and the owner under the provisions of this agreement the same shall be referred to and determined by an arbitrator to be mutually agreed upon or failing agreement to be appointed on the application of either party by the President of the Surveyors' Institution and the Arbitration Act 1889 shall apply to any such reference.

19. This agreement is made subject to such alterations as Parliament shall think fit to make therein but if the Committee on the Bill make any material alteration in this agreement it shall be competent to either of the parties hereto to withdraw the same.

In witness whereof the Company have caused their common seal to be hereunto affixed and the said Georgiana Townley and Charles

A.D. 1910. Francis Townley have hereunto set their respective hands and seals the day and year first above written.

The common seal of the Cambridge University
and Town Waterworks Company was here-
unto affixed in the presence of



L.S.

F. WHITTING Chairman.
WM. W. GRAY Secretary.



L.S.

Signed sealed and delivered by the above-
named Georgiana Townley and the Reverend }
Charles Francis Townley in the presence of } GEORGIANA TOWNLEY.



L.S.

CHARLES F. TOWNLEY.

GEORGIANA C. TOWNLEY Spinster
St. Mary's Court Ely Cambs.

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