



CHAPTER liv.

An Act to authorise the Tavistock Urban District Council A.D. 1912.
to acquire the water and market undertakings and other
properties from the Duke of Bedford and to make further
provision in regard to the water supplies and markets
and fairs and the local government and improvement of
the district and for other purposes. [7th August 1912.]

WHEREAS the district of Tavistock in the county of Devon
(in this Act called "the district") is an urban district and
is under the government of the Tavistock Urban District Council
(in this Act called "the Council"):

And whereas the Most Noble Herbrand Duke of Bedford
K.G. is or is reputed to be the life tenant of estates which
included until recently nearly the whole of the town of Tavistock
and the neighbourhood thereof and he and his predecessors have
for the better development of his estates and for the benefit and
use of his tenants and the inhabitants of Tavistock constructed
waterworks and undertaken the provision of public buildings
recreation grounds open spaces and other public properties:

And whereas the Duke is lord of the manors of Tavistock
and Hurdwick:

And whereas by the Tavistock Markets Act 1859 certain
powers rights and privileges were conferred upon the predecessors
of the Duke for constructing market places and for regulating
and maintaining markets and fairs in Tavistock:

And whereas market-houses slaughter-houses and other
buildings with approaches thereto have been provided by the
Duke for the benefit of the inhabitants of Tavistock and of the
neighbourhood thereof:

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And whereas it is expedient that the waterworks market properties public properties and other premises specified in the agreement between the Duke and the Council set forth in the First Schedule to this Act should be vested in and under the control of the Council as the local authority of the district and that the said agreement should be confirmed and carried into effect in manner in this Act provided :

And whereas Hastings William Sackville Marquis of Tavistock the eldest son of the Duke has given his assent to this Act :

And whereas it is expedient to confer further powers upon the Council with respect to waterworks and the supply of water the carrying on of markets and fairs and the maintenance and use of public properties :

And whereas it is expedient to make further provision in regard to the local government and improvement of the district and with respect to financial and other matters :

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

And whereas an absolute majority of the whole number of the Council at a meeting held on the seventeenth day of October nineteen hundred and eleven after ten clear days notice by public advertisement of such meeting and of the purpose thereof in the *Tavistock Gazette* a local newspaper circulating in the district such notice being in addition to the ordinary notices required for summoning such meeting resolved that the expense in relation to promoting the Bill for this Act should be charged on the district fund and general district rate :

And whereas the said resolution was published twice in the said newspaper and has received the approval of the Local Government Board :

And whereas the propriety of the promotion of the Bill for this Act was confirmed by an absolute majority of the whole number of the Council at a further special meeting held in pursuance of a similar notice on the nineteenth day of January one thousand nine hundred and twelve being not less than fourteen days after the deposit of the Bill in Parliament :

And whereas in relation to the promotion of the Bill for this Act the requirements contained in the First Schedule to the *Borough Funds Act 1903* have been observed :

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 (that is to say):—

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PART I.

PRELIMINARY.

1. This Act may be cited as the Tavistock Urban District Council Act 1912. Short title.

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

(1) The Lands Clauses Acts (except section 127 of the Lands Clauses Consolidation Act 1845):

(2) The Waterworks Clauses Acts 1847 and 1863 except—

(A) The words "with the consent in writing of the owner or reputed owner of any such house or of the agent of such owner" in section 44 of the Waterworks Clauses Act 1847;

(B) Sections 75 to 82 of the Waterworks Clauses Act 1847 with respect to the amount of profit to be received by the undertakers when the waterworks are carried on for their benefit and section 83 relating to accounts.

3. The several words and expressions to which by the Acts wholly or partially incorporated with this Act or by the Public Health Acts meanings are assigned shall in this Act have the same respective meanings unless there is something in the subject or context repugnant to such construction. Provided that in the Acts wholly or partially incorporated with this Act for the purposes of this Act— Interpretation.

"The undertakers" or "the company" means the Council: And in this Act unless the context otherwise requires—

"The district" means the urban district of Tavistock;

"The council" means the urban district council of the district;

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“The district fund” and “the general district rate” mean respectively the district fund and the general district rate of the district;

“The Duke” means the Most Noble Herbrand eleventh Duke of Bedford K.G. and includes his heirs and assigns;

“The trustees” means the trustees for the time being under the will of the seventh Duke of Bedford (who died in the year 1861);

“The scheduled agreement” means the agreement dated the eighteenth day of April one thousand nine hundred and twelve and made between the Duke of the one part and the Council of the other part as the same is set forth in the First Schedule to this Act;

“The date of transfer” means the date of actual completion of the purchase by the Council of the premises agreed to be purchased by them under the scheduled agreement;

“The water undertaking of the Council” means such of the premises acquired by the Council in pursuance of the scheduled agreement as are concerned with or required in connexion with the public supply of water and all other the water undertaking for the time being existing and held or carried on by the Council under the authority of this Act;

“The market undertaking of the Council” means such of the premises acquired by the Council in pursuance of the scheduled agreement as are concerned with or required in connexion with markets fairs or slaughter-houses (including the shops houses and premises in Bedford Square Duke Street and Market Colonnade other than the Town Hall and the premises connected therewith and also including the refreshment-room adjoining the market) and all other the undertaking for the time being existing and held or carried on by the Council under the authority of this Act in connexion with markets fairs or slaughter-houses;

“The transferred public properties” means such of the premises acquired by the Council in pursuance of the

scheduled agreement as are not comprised in the water undertaking of the Council or the market undertaking of the Council;

“The canal” means the Tavistock Canal belonging to the Duke constructed under an Act of Parliament passed in the year 1803 and running from the River Tavy near Abbey Bridge at Tavistock to Morwellham Quay on the River Tamar;

“The clerk” “the surveyor” “the medical officer” and “the inspector of nuisances” respectively mean the clerk the surveyor the medical officer of health and the inspector of nuisances appointed by the Council in pursuance of the powers of any public Act and “medical officer” includes any person duly authorised to act temporarily as medical officer of health;

“Daily penalty” means a penalty for each day on which any offence is continued after conviction thereof;

“Infectious disease” means any infectious disease to which the Infectious Disease (Notification) Act 1889 for the time being applies within the district;

“Statutory borrowing power” means any power whether or not coupled with a duty of borrowing or continuing on loan or re-borrowing money or of redeeming or paying off or creating or continuing payment of or in respect of any annuity rentcharge rent or other security representing or granted in lieu of consideration money for the time being existing under any Act of Parliament public or local passed or to be passed or under any Provisional Order confirmed by Act of Parliament passed or to be passed or under any order or sanction of any Government Department made or given or to be made or given by authority of any Act of Parliament passed or to be passed;

“Revenues of the Council” includes revenues of the Council from time to time arising from any land undertakings or other property for the time being of the Council and rates or contributions leviable by or on the order or precept of the Council;

“Statutory security” means any security in which trustees are for the time being by or under any Act of

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Parliament passed or to be passed authorised to invest trust money and any mortgage bond debenture debenture stock stock or other security authorised by or under any Act of Parliament passed or to be passed of any county council or municipal corporation or other local authority as defined by section 34 of the Local Loans Act 1875 but does not include annuities rentcharges or securities transferable by delivery or any securities of the Council.

Application
of Act.

4. This Act shall extend and apply to and within the district except where otherwise expressed or implied.

PART II.

ACQUISITION OF PROPERTIES FROM THE DUKE OF BEDFORD.

Confirma-
tion of
scheduled
agreement.

5. The scheduled agreement is hereby confirmed and made binding upon the parties thereto and may and shall be carried into effect according to the tenor thereof save and except that the several premises thereby agreed to be purchased by the Council shall be vested in them in manner by this Act provided instead of by conveyance as in the said agreement specified.

Vesting of
purchased
properties
in Council.

6.—(1) On payment by the Council of the purchase money and all other moneys payable on completion under the scheduled agreement the several premises which are by the said agreement to be purchased by the Council from the Duke shall by virtue of this Act be vested in the Council for the same estate and subject to the same exceptions reservations covenants conditions and stipulations as are in the said agreement provided for in the case of the vesting of the said premises in the Council by conveyance.

(2) The production of a King's Printer's copy of this Act duly stamped together with a receipt for the said purchase money and other moneys (if any) purporting to be signed by the trustees or by the cashier of the Bank of England shall (unless it be proved that the said purchase money or other moneys have not been paid) be conclusive evidence in all courts and proceedings of the vesting of the said several premises in the Council as aforesaid.

(3) The receipt in writing of the trustees for the said purchase money shall effectually discharge the Council from

the sum which in such receipt shall be acknowledged to have been so received and from being answerable or accountable for the loss misapplication or non-application thereof Provided that if from any cause the Council are unable to obtain such receipt they may pay the money into the Bank of England in the name of the Paymaster-General for and on behalf of the Supreme Court to an account to be opened in the matter of this Act and a receipt shall be given to the Council by the cashier of the said Bank for the money which shall have the same effect as the receipt of the trustees as the case may be. A.D. 1912:

PART III.

WATER SUPPLY.

7. The limits of this Act for the supply of water by the Council (in this Act called "the water limits") shall be the district and the parishes of Tavistock Hamlets and Whitchurch in the county of Devon. Water limits.

8. The Council may after the date of transfer maintain renew extend enlarge alter and repair the reservoirs wells tanks mains pipes and other waterworks acquired by them under the scheduled agreement and may use the same for the purpose of taking intercepting and impounding any water that can be thereby taken intercepted or impounded. Power to maintain and use existing waterworks.

9. Subject to the provisions and on the terms of the scheduled agreement the Council may after the date of transfer for the purpose only of working pumps at the pumping station referred to in the scheduled agreement (a) take from the canal at the point at which the water of the canal now enters the existing culvert or underground channel leading to the said pumping station by means of such existing culvert and the hatch connected therewith as the same now exist and with the cill at its present level such supply of water as the Council shall require but so that the said hatch shall at all times be kept closed except when the Council shall be actually using such water for the purpose of working such pumps as aforesaid (b) from time to time and at all times enter with or without horses carts workmen materials and appliances upon the canal and its banks and the towing paths thereof at or adjoining the point where the water is taken as aforesaid from the canal for the purpose of inspecting cleaning repairing and renewing (but not of enlarging Power to take water from canal for pumping purposes.

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Power to make subsidiary works.

10. The Council may after the date of transfer upon the lands acquired by them under the scheduled agreement construct lay down and maintain all such cuts channels catchwaters tunnels adits pipes conduits culverts drains sluices bywashes shafts wells bores water towers overflows waste-water channels gauges filters filter-beds reservoirs tanks banks walls bridges embankments piers approaches engines machinery and appliances as may be necessary or convenient in connexion with or subsidiary to the works referred to in the section of this Act whereof the marginal note is "Power to maintain and use existing waterworks" or any or either of them but nothing in this section shall exonerate the Council from any action indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them.

Power to acquire additional lands by agreement.

11. The Council may for the purposes of their waterworks acquire by agreement either in fee simple or for any term or terms of years in addition to lands which they are otherwise authorised to acquire or hold under this Act any lands not exceeding in the whole five acres or any easement right or privilege therein thereunder or thereon (not being an easement right or privilege of water in which persons other than the grantors have an interest) but the Council 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 their waterworks.

Reservation of water rights on sale of lands.

12. The Council on selling any lands acquired for or in connexion with their waterworks and not required for that purpose may reserve to themselves all or any part of the water rights or other easements belonging thereto and may make the sale subject to such reservations accordingly and may also make any such sale subject to such other reservations special conditions restrictions and provisions with respect to use of water

exercise of noxious trades or discharge or deposit of manure sewage or other impure matter and otherwise as they may think fit. A.D. 1912.

13.—(1) For the purpose of protecting any of their waters and waterworks against pollution nuisance encroachment or injury the Council may by agreement purchase take on lease and acquire any lands and may hold such lands for the purposes of their water undertaking so long as they shall deem it necessary or expedient for those purposes Provided that the Council shall not create or permit the creation or continuance of any nuisance on any lands acquired under this section nor erect any buildings thereon except offices and dwellings for persons in their employment and such buildings and works as may be incident to or connected with their waterworks. Power to purchase and hold lands and exercise powers for protection of waters and waterworks.

(2) The Council may in and upon the lands referred to in subsection (1) of this section construct and lay down drains sewers watercourses and other works and conveniences necessary or proper for the purpose of intercepting or taking all foul waters arising or flowing upon such lands or necessary or proper for preventing the water which the Council are empowered to take from being polluted and the Council may for the purposes aforesaid carry any such drain sewer or watercourse under across or along any street or road within the limits of the drainage area of any of the waterworks of the Council subject and according to the provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes.

14. The Council may make and carry into effect agreements with the owners lessees or occupiers of any lands within the drainage area of the reservoirs and other waterworks authorised to be acquired or provided by them under this Act with reference to the execution by the Council 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 by this Act authorised to be taken intercepted or impounded by the Council flowing to upon or from such lands directly or derivatively into such reservoirs and waterworks. Power to agree as to drainage of lands.

15.—(1) The Council may make byelaws for preventing the pollution fouling or contamination of the water which they are authorised to take for the purposes of any of their waterworks Byelaws for preventing pollution of water.

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and may by such byelaws prescribe the construction maintenance and use of proper drains sewers and works and make provision for the prevention of any act or thing tending to pollution of the water.

(2) The byelaws made under this section shall be in force within the areas from or through which the said waters flow or within so much of those areas as may be defined in the byelaws.

(3) All byelaws made under this section shall be subject to the approval of the Council of every district comprising any part of the area within which it is proposed that they shall be in force Provided that such consent shall not be necessary where in the opinion of the Local Government Board it has been unreasonably withheld.

(4) The Council shall pay compensation to the owners of and other persons interested in any lands in respect of which byelaws shall be made under the provisions of this section whose legal rights shall be injuriously affected by the restrictions imposed by such byelaws and such compensation shall be settled in default of agreement by arbitration in accordance with the provisions of the Arbitration Act 1889.

Discharge of
water into
streams.

16.—(1) For the purpose of executing constructing enlarging extending repairing cleansing emptying or examining any reservoir well adit aqueduct line of pipes or other work of the Council the Council may cause the water in any such work to be discharged into any available stream watercourse or ditch.

(2) In the exercise of the power conferred by this section the Council shall do as little damage as may be and shall pay 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.

Limiting
powers of
Council to
abstract
water.

17. The Council shall not construct any works for taking or intercepting water from any lands acquired by them unless the works are authorised by and the lands upon which the same are to be constructed are specified in this or some other Act of Parliament Provided that nothing in this section shall be deemed to prohibit the maintaining deepening enlargement or alteration of any existing well borehole or other works belonging

to them or acquired by them under the scheduled agreement or the removal and reconstruction thereof upon the lands acquired by them under the scheduled agreement. A.D. 1912.

18. The water to be supplied by the Council need not be delivered at a greater height than can be supplied by gravitation from the reservoir from which the supply shall be taken nor need the water supplied by the Council be constantly laid on under pressure when pumping is required to afford the supply. Pressure.

19. Subject to the provisions of this Act and the Acts incorporated herewith the Council may for the purpose of preventing and detecting waste affix and maintain meters and similar apparatus on the service pipes and mains of the Council and stopcocks 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 temporarily with public and private streets roads lanes footways courts passages tramways gas or water pipes electric lines wires and apparatus Provided that the Council shall not interfere with any electric lines wires and apparatus belonging to or used by the Postmaster-General except in accordance with and subject to the provisions of the Telegraph Act 1878. Detection of waste.

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

Where the premises so supplied with water are situate within the district and are supplied solely by gravitation the rate of ninepence in the pound upon the rateable value of such premises;

In the case of all other premises the rate of one shilling in the pound upon the rateable value thereof:

Provided that the Council shall not be bound to furnish a supply of water to any premises for a less sum than five shillings in respect of any one year.

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The rateable value of any such premises as aforesaid shall be ascertained by the valuation list in force at the commencement of the quarter for which the rate accrues or if there be 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 hereditament ascertained as aforesaid the apportionment in case of dispute to be ascertained by a court of summary jurisdiction.

In addition to the foregoing charges the Council may charge in respect of every watercloset beyond the first (for which no additional charge shall be made) on any premises within the district a sum not exceeding five shillings per annum and in respect of every watercloset on any premises within the water limits but outside the district a sum not exceeding five shillings per annum and for every fixed bath capable of containing as usually filled for use not more than fifty gallons a sum not exceeding five shillings per annum and for every fixed bath capable of containing as usually filled for use more than fifty gallons such sum as the Council may think fit such additional sums to be paid quarterly in advance and to be recoverable in all respects with and as water rates.

Byelaws for preventing waste &c. of water.

21.—(1) The Council 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 connexion disconnexion alteration and repair of the 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 Council are bound to afford and do in fact afford or are prepared on demand to afford a constant supply.

(3) In case of failure of any person to observe such byelaws as are for the time being in force the Council 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 Council as the water rates in respect of the premises are recoverable. A.D. 1912.

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

23. The Council shall not be bound to supply with water otherwise than by measure any building used by an occupier as a dwelling-house whereof any part is used by the same occupier for any trade or manufacturing purpose for which water is required. Supply to houses partly used for trade.

24. When water supplied for domestic purposes is used for washing horses carriages or motor cars or for other purposes in stables or premises where horses carriages or motor cars are kept the Council may if a hose-pipe or other similar apparatus is used charge such additional sum not exceeding twenty shillings per annum as they may prescribe and any sum charged under this section shall be recoverable in the same manner as water rates. Supply of water by hose-pipe to stables &c.

25. The price to be charged for a supply of water by measure shall not exceed one shilling per thousand gallons. Provided that the Council shall be entitled to charge for each such supply (other than a supply given under the provisions of the section of this Act the marginal note of which is "Supply to houses partly used for trade") such minimum sum not exceeding ten shillings as they may prescribe in respect of the water supplied in any quarter of a year. Price of supply by measure.

26. Before any person connects or disconnects any meter by means of which any of the water of the Council is intended to be or has been registered he shall give not less than twenty-four hours notice in writing to the Council of his intention to do so and all alterations or repairs and the connecting and disconnecting of meters shall be done at his cost and under due superintendence of any officer of or person authorised by the Notice to Council of connecting or disconnecting meters.

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A.D. 1912. Council and any person offending against this enactment shall for every such offence be liable to a penalty not exceeding forty shillings.

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

27. The Council may on the application of the owner or occupier of any premises within the water limits abutting on or being erected in any street laid out or made but not dedicated to public use supply such premises with water and may lay down take up alter relay repair remove and renew in across along or out of such street such pipes and apparatus as may be requisite or proper for furnishing such supply in the same way and to the same extent as if such street had been dedicated to public use.

Power to sell meters.

28. The Council may sell meters and any fittings connected therewith upon and subject to such terms (pecuniary or otherwise) and conditions as they think fit.

Injuring meters &c.

29. Every person who wilfully fraudulently or by culpable negligence injures or suffers to be injured any pipe meter or other instrument for measuring water or any fittings belonging to the Council or who fraudulently alters the index to any meter or other instrument for measuring water or prevents any meter or other instrument for measuring water from duly registering the quantity of water supplied or fraudulently abstracts consumes or uses water of the Council shall (without prejudice to any other right or remedy for the protection of the Council) be liable to a fine not exceeding five pounds and the Council may in addition thereto recover the amount of any damage by them sustained And in any case in which any person has wilfully fraudulently or by culpable negligence injured or suffered to be injured any pipe meter instrument or fittings belonging to the Council or has fraudulently altered the index to any meter or other instrument for measuring water or prevented the same from duly registering the quantity of water supplied or has fraudulently abstracted consumed or used water of the Council the Council may also enter upon the premises and repair such injury and do all such works matters and things as may be necessary for insuring the proper registering by such meter of the quantity of water supplied by means thereof and the expense of such repair and of all such works matters and things shall be repaid to the Council by the person so offending and may be recovered by them as water rates are recoverable The existence of artificial means for

causing such injury alteration or prevention or for abstracting consuming or using water of the Council when such pipe meter instrument or fittings is or are under the custody or control of the consumer shall be primâ facie evidence that such injury alteration prevention abstraction consumption or use as the case may be has been fraudulently knowingly and wilfully caused by the consumer using such pipe meter instrument or fittings.

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30. The Council may if requested by any person supplied or about to be supplied by them with water furnish to him and repair or alter but shall not manufacture any such pipes valves cocks cisterns baths meters soil-pans waterclosets and other fittings as are required or permitted by their regulations and may provide all materials and do all work necessary or proper in that behalf and the reasonable charges of the Council in providing such materials and executing such work shall be paid by the person requiring the same.

Power to Council to supply materials.

31. The Council by their agents or workmen after forty-eight hours notice in writing under the hand of the clerk or some other officer of the Council to the occupier or if there is no occupier then to the owner or lessee of any house building or land in which any pipe meter or fitting belonging to the Council is laid or fixed and through or in which the supply of water is from any cause other than the default of the Council discontinued for the space of forty-eight hours may enter such house building or land between the hours of nine in the morning and four in the afternoon or at any other time with the authority in writing of a justice for the purpose of removing and may remove every such pipe meter and fitting repairing all damage caused by such entry or removal.

Power to remove meters and fittings.

32. The Council 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.

Council not bound to supply several houses by one pipe.

33. A notice to the Council from a consumer for the discontinuance of a supply of water shall not be of any effect unless it be in writing and be left at or sent by post to the office of the Council.

Notice of discontinuance.

34. The Council may enter into and carry into effect agreements with any local authority company or persons for the

Supply of water in bulk.

A.D. 1912. supply of water beyond the water limits to any such authority company or persons respectively in bulk for any purpose and for such remuneration and on such terms and conditions and for such period as may be agreed upon Provided that such supply shall not be given except with the consent of any company or person supplying water under parliamentary authority within the area to be supplied and of the local authority of the district comprising that area nor if and so long as such supply would interfere with the supply of water for domestic purposes within the water limits.

Rates payable by owners of small houses.

35. 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 Council 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.

Register of meter to be primâ facie evidence.

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

Power to local authority &c. to supply water in case Council fails to supply.

37. If at any time after the expiration of five years from the commencement of this Act the Council are not furnishing or prepared on demand to furnish a sufficient supply of water in accordance with the provisions of this Act throughout the part of the district of any local authority within the water limits the local authority of such district may provide a supply in the part of their district within the water limits in accordance with the provisions of the Public Health Act 1875 or any company body or person may apply for an Act of Parliament or Provisional Order for the purpose of supplying water

in any part of such district within the water limits not sufficiently supplied by the Council as if in either case this Act had not passed. A.D. 1912.

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

38. For the protection of the Great Western Railway Company and the London and South Western Railway Company (herein-after respectively referred to as "the company") the following provisions shall apply:—

For protection of Great Western and London and South Western Railway Companies.

(A) In laying down altering improving enlarging extending maintaining or renewing or in executing or effecting the repairs or renewals of any mains pipes or other works in the exercise of the powers contained in this Act upon across under or adjoining or in any way affecting the railways lands and property now or hereafter belonging or leased to or worked used or occupied by the company or the bridges approaches viaducts stations or other works or any level crossings over the railways of the company the same shall be done under the superintendence and to the reasonable satisfaction of the principal engineer of the company and only according to such plans and in such manner as shall be submitted to and as shall be previously reasonably approved by him in writing Provided that if the said engineer does not express his approval or disapproval of the said plans within twenty-eight days after the same shall have been submitted to him he shall be deemed to have approved thereof and if the said engineer shall refuse or neglect to superintend any operation after receiving fourteen days notice in writing from the Council the Council may execute the work without his superintendence:

(B) All such works shall be done by and at the expense of the Council except as in this section otherwise provided who shall also restore and make good to the reasonable satisfaction of the said engineer the roads over or under any bridge or over any level

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crossing of the railway of the company or over the approaches to any such bridge or level crossing so far as the same may be disturbed or interfered with by or owing to any operations of the Council Provided always that should the company elect so to do where any mains or pipes require to be laid under or across any level crossing of their railway they may themselves lay the same at the costs charges and expenses of the Council:

- (c) All such works and operations and all matters incidental thereto shall be constructed executed and done so as to cause as little injury as may be to such railways bridges level crossings approaches viaducts stations works lands or property and so as to cause no interruption to the passage or conduct of traffic over such railways or at to or from any station thereon:
- (d) If any injury or interruption as aforesaid shall arise from or in any way be owing to any of the acts works operations and matters aforesaid or the leakage or failure of any such mains pipes or works in under or near to any railway bridge level crossing embankment cutting approach viaduct station land works or property of the company the Council shall make compensation to the company in respect thereof the amount of such compensation unless agreed upon to be determined by arbitration in the manner hereinafter provided:
- (E) If the company at any time or times hereafter require (of which they shall be the sole judges) to construct any additional or other works upon their lands or railways or to alter or repair their railways bridges viaducts or works upon across over or under which any of the works of the Council may have been constructed or laid the company may on giving to the Council fourteen days notice in writing under the hand of their secretary or general manager and in case of emergency (of which their engineer shall be the sole judge) without notice divert support or carry the said works of the Council across over or under their lands railways bridges or works at any other

point or otherwise deal with the same in as convenient a manner as circumstances will admit and doing as little damage as may be without being liable to pay compensation in respect of such diversion supporting carrying or dealing with such works: A.D. 1912.

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

PART IV.

MARKET UNDERTAKING.

39.—(1) The Council may after the date of transfer maintain and carry on the market and fair undertaking heretofore carried on by the Duke and may exercise all the powers of the Tavistock Markets Act 1859 and all franchises and rights of holding markets and fairs and taking tolls and dues and all other rights of the Duke in respect of markets and fairs within the limits of the said Act or within the manors of Tavistock and Hurdwick in as full and ample a manner as the Duke might have done before the date of transfer. Council may maintain and continue markets and provide new markets.

(2) The provisions of the Tavistock Markets Act 1859 (subject to any variations thereof in this Act contained) shall after the date of transfer apply and be construed as if the Council were therein referred to instead of the Duke of Bedford.

(3) In place of all or any of the stallages pennages standages rents tolls duties or other charges specified in the several schedules to the Tavistock Markets Act 1859 the Council may from time to time by resolution approved by the Local Government Board fix other charges and the charges so fixed by the Council shall thereafter be the maximum charges which the Council may demand and take under the powers of the said Act for the several matters to which those charges respectively relate.

(4) The Council may after the date of transfer upon any lands for the time being belonging to them and available for the purpose construct erect provide equip and maintain new markets

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A.D. 1912. market-places market-houses weigh-houses slaughter-houses shops stalls pens sheds yards stables sewers drains buildings works approaches and conveniences for or in connexion with the holding of markets and fairs within the limits of the Tavistock Markets Act 1859 or within the manors of Tavistock and Hurdwick and may enlarge extend improve renew remove or discontinue any markets market-places market-houses weigh-houses slaughter-houses shops stalls pens sheds yards stables sewers drains buildings works approaches and conveniences which they may acquire under the scheduled agreement.

Power to acquire further lands for market purposes.

40. Subject to the provisions of this Act the Council may from time to time purchase and take by agreement for the purposes of this Part of this Act in addition to the lands acquired by them under the scheduled agreement any quantity of lands within the district not exceeding five acres Provided that the Council shall not create or permit any nuisance on any lands taken under the powers of this section and no building shall be erected by the Council on such lands except in connexion with their market undertaking.

Power to let markets stands &c.

41. The Council may let for such term as they may think fit or for any days whether market or fair days or otherwise any of their market buildings or any stall standing shop bench site space of ground or other convenience or accommodation in their markets or fairs upon such terms and conditions as the Council think fit.

Penalty for attempting to evade payment of tolls &c.

42. If any person liable to pay any stallage rent toll or charge to the Council in respect of their markets or fairs shall give an incorrect account of the same or make any false statement in relation thereto or refuse or neglect to give a correct account thereof with a view to evade or attempt to evade the payment of such stallage rent toll or charge or any part thereof every such person shall be liable to a penalty not exceeding forty shillings and to pay the amount of the stallage rent toll or charge so evaded or attempted to be evaded.

Forfeiture of articles left in market.

43. Every animal or article brought into any market or fair and left therein after the hour of closing (except such as may be left in charge of the superintendent or inspector of the market or fair) may be taken possession of by the superintendent or inspector In the case of any animal or non-perishable article

so left if it be not claimed within one week the Council may proceed to sell the same and in that case they shall return to the owner on demand the surplus proceeds of such sale after deducting any unpaid stallage rent or toll due in respect thereof together with the expenses of detention and sale In the case of any article of a perishable nature so left if it be not claimed within twelve hours the Council may proceed to sell the same and they shall return to the owner on demand the surplus proceeds of such sale after deducting any unpaid stallage rent or toll due in respect of the same together with the expenses of detention and sale If in any such case as herein-before mentioned no demand shall be made by an owner within one month of a sale for the return of any surplus arising from a sale the proceeds of such sale shall be forfeited to the Council.

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44. Nothing contained in this Act or in the Tavistock Markets Act 1859 or in section 13 of the Markets and Fairs Clauses Act 1847 (as incorporated with that Act) shall be held to deprive the Council of any right which the Duke would have had if this Act or the Tavistock Markets Act 1859 or both of them had not been enacted to proceed by action or otherwise in respect of any disturbance of any market or fair.

Proceedings for disturbance of markets or fairs.

45. The market-keeper any officer of the market the medical officer the inspector of nuisances or any constable may remove or exclude from any market or fair of the Council any old emaciated or diseased animal which in the opinion of a duly registered veterinary surgeon is unfit for human food or is suspected by such surgeon to be affected with tubercular disease.

Power to exclude old and diseased animals from markets and fairs.

PART V.

TOWN HALL BATHS RECREATION GROUNDS AND OTHER PUBLIC PROPERTIES.

46. After the date of transfer the Council may hold maintain alter and improve the transferred public properties and may pull down rebuild renew enlarge or extend any buildings and works comprised therein and may use the transferred public properties for the purposes for which the same are being used at the passing of this Act or for such other purposes as are by this Act sanctioned or as may be sanctioned by the Local Government Board.

Power to maintain and use public properties for certain purposes.

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Powers with respect to town hall.

47. The Council may after the date of transfer alter adapt extend enlarge and add to the town hall and the premises connected therewith acquired by them under the scheduled agreement and may hold furnish equip maintain insure and carry on the same as a public hall and assembly rooms or otherwise as public buildings with all necessary and suitable offices committee rooms entertainment rooms ante-rooms refreshment rooms kitchens cloak-rooms lavatories conveniences and appurtenances and may provide erect and maintain shops and offices as part of any such buildings.

As to portraits in town hall and guildhall.

48. Such of the existing portraits in the town hall and the guildhall as have been presented to the town of Tavistock shall after the date of transfer be the property of the Council and the Council may hold and preserve the same and any other portraits of a similar nature which may hereafter be presented to them.

Letting of public buildings.

49. The Council may grant or let with or without charge the use of the whole or any part of any public buildings acquired or constructed by them under the powers of this Act for the purpose of any public or other meetings or any musical or other entertainments or for other purposes approved by the Council on such terms and conditions as they may think fit.

Bands and concerts.

50.—(1) The Council may pay or contribute towards the payment of bands of music or vocal choirs and may provide or arrange for the provision of concerts in any recreation ground or public building for the time being vested in the Council and suitable for the purpose.

(2) The Council may in any recreation ground for the time being vested in them enclose an area for the purpose of any such concert as aforesaid or for any performance by such bands or choirs.

(3) The Council may make such charges as they think fit for admission to any such building or inclosure as aforesaid in connexion with any such concert or performance and may make regulations for securing good and orderly conduct during any such concert or performance.

(4) The Council may provide and sell or authorise any person or persons to provide and sell programmes of any concert or performance given in pursuance of this section.

(5) The Council may pay or contribute towards the cost of providing and maintaining at public places in the district and in newspapers published in the district advertisements of any concerts or performances given in pursuance of this section. A.D. 1912.

(6) Any moneys received by the Council in pursuance of this section shall be credited to the district fund and any expenses incurred by the Council in pursuance of this section may be paid out of the same fund.

(7) Provided always that the net amount of any payments or contributions made by the Council for the purposes of this section after deducting any moneys received by them in pursuance of this section shall not in respect of any one year exceed a sum equal to a rate of one penny in the pound on the assessable value of the district for the purposes of the general district rate.

(8) Provided also that no payment or contribution shall be made under this section unless incurred in pursuance of a resolution of an absolute majority of the whole number of the Council at a meeting of the Council after seven clear days notice of such meeting and of the intention to propose such resolution.

51. The Council may close to the public and may reserve the exclusive use of any swimming bath belonging to them and may grant the use thereof to any company body or person (either gratuitously or for payment) for swimming contests practices or exhibitions of aquatic exercises or for any other entertainment or for meetings and may demand and take or authorise to be demanded and taken at the door or entrance of such swimming bath such sums for the exclusive use of such bath or for admission of persons thereto as they may think fit Provided that no such swimming bath shall be closed under the powers of this section for more than six days or for more than three consecutive days at any one time in any year. Use of swimming baths for exhibitions and entertainments.

52. The Council may appropriate and use any lands acquired by them under the scheduled agreement as public walks or pleasure grounds under the Public Health Acts and they may extend alter improve and maintain the existing walks along the banks of the River Tavy and may lay out improve and maintain other walks along the said banks. Powers as to pleasure grounds and river banks.

A.D. 1912.

Council may provide shelters and seats.

53. The Council may in any public park pleasure or recreation ground or public walk or on the banks of the River Tavy erect provide and maintain any shelters and seats which may be required or convenient for the public resorting thereto.

PART VI.

FINANCIAL PROVISIONS.

Power to borrow.

54.—(1) The Council may from time to time independently of any other borrowing power borrow at interest for the purposes mentioned in the first column of the following table the respective sums mentioned in the second column thereof and they shall pay off all moneys so borrowed within the respective periods (each of which is in this Act referred to as "the prescribed period") mentioned in the third column of the said table (namely):—

1	2	3
Purpose.	Amount.	Period for Repayment.
(A) For the payment of such portion of the purchase money under the scheduled agreement and the expenses connected with the said agreement as is fairly attributable to properties which will be comprised in the water undertaking of the Council.	The sum requisite	Fifty years from the date or dates of borrowing.
(B) For the payment of such portion of the said purchase money and expenses as is fairly attributable to properties which will be comprised in the market undertaking of the Council.	The sum requisite	Forty years from the date or dates of borrowing.
(C) For the payment of such portion of the said purchase money and expenses as is fairly attributable to the transferred public properties.	The sum requisite	Fifty years from the date or dates of borrowing.
(D) For the costs of this Act	The sum requisite	Five years from the passing of this Act.

(2) The Council may also with the consent of the Local Government Board borrow such further moneys as may be necessary for any of the purposes of this Act Any moneys borrowed under this subsection shall be repaid within such

period (in this Act referred to as "the prescribed period") as may be prescribed by the Local Government Board. A.D. 1912.

(3) In order to secure the repayment of the moneys borrowed under this section and the payment of the interest thereon the Council may mortgage or charge—

As regards moneys borrowed for the purposes (A) hereinbefore mentioned and any moneys borrowed for the purposes of the water undertaking of the Council the revenue of that undertaking and the district fund and general district rate or either of those securities;

As regards moneys borrowed for the purposes (B) hereinbefore mentioned and any moneys borrowed for the purposes of the market undertaking of the Council the revenue of that undertaking and the district fund and general district rate or either of those securities;

As regards moneys borrowed for the purposes (C) and (D) the district fund and general district rate;

As regards other moneys borrowed with the consent of the Local Government Board such fund rate or revenue as that Board may prescribe:

The provisions of this subsection shall not limit the powers conferred upon the Council by the section of this Act, whereof the marginal note is "Power to use one form of mortgage for all purposes."

55. The powers of borrowing money given by this Act shall not be restricted by any of the regulations contained in section 234 (Regulations as to exercise of borrowing powers) of the Public Health Act 1875 and in calculating the amount which the Council may borrow under that Act any sums which they may borrow under this Act shall not be reckoned. Section 234 of Public Health Act 1875 not to apply.

56. The Council may raise all or any moneys which they are authorised to borrow under this Act by mortgage or by the issue of debentures or annuity certificates under and subject to the provisions of the Local Loans Act 1875 or partly in one way and partly in another or others. Mode of raising money.

57. Subject to the provisions of the section of this Act whereof the marginal note is "Power to use one form of mortgage for all purposes" the following sections of the Public Provisions of Public Health Act 1875 as to

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A.D. 1912. Health Act 1875 shall extend and apply to mortgages granted under this Act (that is to say):—
mortgages to apply.

Section 236 (Form of mortgage);

Section 237 (Register of mortgages);

Section 238 (Transfer of mortgages).

Mode of payment off of money borrowed.

58. The Council shall pay off all moneys borrowed by them on mortgage under the powers of this Act either by equal yearly or half-yearly instalments of principal or of principal and interest combined or partly by one of those methods and partly by another or others of them and the payment of the first instalment shall be made within one year or when the money is repaid by half-yearly instalments within six months from the date of borrowing.

Protection of lender from necessity of inquiry.

59. A person lending money to the Council under this Act shall not be bound to inquire as to the observance by the Council of any of the provisions of this Act or be bound to see to the application or be answerable for any loss misapplication or non-application of the money lent or of any part thereof.

Council not to regard trusts.

60. The Council shall not be bound to see to the execution of any trust whether express implied or constructive to which any loan or security for loan given by them may be subject but the receipt of the person in whose name any loan or security for loan stands in the register of mortgages of the Council shall be a sufficient discharge to the Council in respect thereof notwithstanding any trusts to which such loan or security may be subject and whether or not the Council have had express or implied notice of any such trust or of any charge or encumbrance upon or transfer of such loan or security or any part thereof or interest thereon not entered in their register.

Appointment of receiver.

61.—(1) Any mortgagee of the Council by virtue of this Act may enforce the payment of arrears of interest or of principal or of principal and interest by the appointment of a receiver. The amount of arrears of principal due to such mortgagee or in the case of a joint application by two or more mortgagees to such mortgagees collectively to authorise the appointment of a receiver shall not be less than five hundred pounds in the whole.

(2) The application for the appointment of a receiver shall be made to the High Court.

62.—(1) The Council shall have power—

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(A) To borrow for the purpose of paying off any moneys previously borrowed under any statutory borrowing power which are intended to be forthwith repaid; or

Power to re-borrow.

(B) To borrow in order to replace moneys which during the previous twelve months have been temporarily applied from other funds of the Council in repaying moneys previously borrowed under any statutory borrowing power and which at the time of such repayment it was intended to replace by borrowed moneys.

(2) Any moneys borrowed under this section shall for the purposes of repayment be deemed to form part of the original loan and shall be repaid within that portion of the period prescribed for the repayment of that loan which remains unexpired and the provisions which are for the time being applicable to the original loan shall apply to the moneys borrowed under this section.

(3) The Council shall not have power to borrow for the purpose of making any payment to a sinking fund or of paying any instalment or making any annual payment which has or may become due in respect of borrowed moneys.

(4) The Council shall not have power to borrow in order to replace any moneys previously borrowed which have been repaid—

(A) By instalments or annual payments; or

(B) By means of a sinking fund; or

(C) Out of moneys derived from the sale of land; or

(D) Out of any capital moneys properly applicable to the purpose of the repayment other than moneys borrowed for that purpose.

63.—(1) The clerk shall within forty-two days after the thirty-first day of March in each year if during the twelve months next preceding the said thirty-first day of March any sum is required to be paid as an instalment or annual payment or to be appropriated or to be paid to the sinking fund in respect of any of the moneys raised by the Council in pursuance of any statutory borrowing power and not raised by the issue of

Return to
Local
Government
Board as to
repayment
of debt.

A.D. 1912. stock and at any other time when the Local Government Board (in this section referred to as "the Board") may require such a return to be made transmit to the Board a return in such form as may be prescribed by the Board and if required by the Board verified by a statutory declaration of the clerk showing for the year next preceding the making of such return or for such other period as the Board may prescribe the amounts which have been paid as instalments or annual payments and the amounts which have been appropriated and the amounts which have been paid to or invested or applied for the purpose of the sinking fund and the description of the securities upon which any investment has been made and the purposes to which any portion of the sinking fund or investment or of the sums accumulated by way of compound interest has been applied during the same period and the total amount (if any) remaining invested at the end of the year together with such further information (if any) as the Board shall require and in the event of his failing to make such return the clerk shall for each offence be liable to a penalty not exceeding twenty pounds to be recovered by action on behalf of the Crown in the High Court and notwithstanding the recovery of such penalty the making of the return shall be enforceable by writ of Mandamus to be obtained by the Board out of the High Court.

(2) If it appears to the Board by that return or otherwise that the Council have failed to pay any instalment or annual payment required to be paid or to appropriate any sum required to be appropriated or to set apart any sum required for the sinking fund (whether such instalment or annual payment or sum is required by the Act in pursuance of which the moneys are raised or by the Board in virtue thereof to be paid appropriated or set apart) or have applied any portion of the sinking fund to any purposes other than those authorised the Board may by order direct that the sum in such order mentioned not exceeding double the amount in respect of which default has been made shall be paid or applied as in such order mentioned and any such order shall be enforceable by writ of Mandamus to be obtained by the Board out of the High Court.

Application
of money
borrowed.

64. All moneys borrowed by the Council under the powers of this Act shall be applied only to the purposes for which they are authorised to be borrowed and to which capital is properly applicable.

65.—(1) Where the Council have for the time being any statutory borrowing power they may for the purpose of exercising such power grant mortgages in pursuance of the provisions of this section.

A.D. 1912.
Power to use
one form of
mortgage for
all purposes.

(2) Every mortgage granted under this section shall be by deed truly stating the consideration and the time or the mode of ascertaining the time and the place of payment and shall be sealed with the common seal of the Council and may be made in the form contained in the Second Schedule to this Act or to the like effect.

(3) All mortgages granted under this section shall rank equally without any priority or preference by reason of any precedence in the date of any statutory borrowing power or in the date of the mortgages or on any other ground whatsoever.

(4) The repayment of all principal sums and the payment of interest thereon secured by mortgages granted under this section shall be and the same are by virtue of this Act charged indifferently upon all the revenues of the Council.

(5) Nothing in this section contained shall alter or affect the obligations of the Council to provide for the repayment of the sums secured by mortgages granted under this section and all such sums shall be repaid within the periods by the means and out of the funds rates or revenues within by and out of which they would have been repayable respectively if this section had not been enacted.

(6) Nothing in this section contained shall alter or affect the obligations of the Council to provide for the payment of interest upon the sums secured by mortgages granted under this section and interest upon such sums shall be paid out of the funds rates or revenues out of which such interest would have been payable respectively if this section had not been enacted.

(7) There shall be kept at the office of the Council a register of the mortgages granted under this section and within fourteen days after the date of any such mortgage an entry shall be made in the register of the number and date thereof and of the names and descriptions of the parties thereto as stated in the deed. Every such register shall be open to public inspection during office hours at the said office without fee or reward and the clerk or other the person having the custody of the same refusing to allow such inspection shall be liable to a penalty not exceeding five pounds.

A.D. 1912.

(8) Any mortgagee or other person entitled to any mortgage granted under this section may transfer his estate and interest therein to any other person by deed duly stamped truly stating the consideration and such transfer may be according to the form contained in the Second Schedule to this Act or to the like effect.

(9) There shall be kept at the office of the Council a register of the transfers of mortgages granted under this section and within thirty days after the date of every deed of transfer if executed within the United Kingdom or within thirty days after its arrival in the United Kingdom if executed elsewhere the same shall be produced to the clerk who shall on payment of a sum not exceeding five shillings cause an entry to be made in such register of its date and of the names and descriptions of the parties thereto as stated in the deed of transfer and until such entry is made the Council shall not be in any manner responsible to the transferee.

(10) On the registration of any transfer the transferee his executors or administrators shall be entitled to the full benefit of the original mortgage and the principal and interest secured thereby and any transferee may in like manner transfer his estate and interest in any such mortgage and no person except the last transferee his executors or administrators shall be entitled to release or discharge any such mortgage or any money secured thereby.

(11) If the clerk wilfully neglects or refuses to make in the register any entry by this section required to be made he shall be liable to a penalty not exceeding twenty pounds.

Expenses of
execution
of Act.

66. Any expenses of the execution by the Council of this Act with respect to which no other provision is made shall be defrayed by the Council out of the district fund and general district rate.

Application
of moneys
arising from
sale of lands
&c.

67. The Council shall apply all moneys received by them in respect of any sales exchanges or disposition of lands or premises or any interest therein or by way of fine or premium on any lease of lands or premises made under the authority of this Act and any other moneys received by the Council on capital account under this Act in or towards paying off any moneys borrowed and for the time being owing by the Council under this Act to which such capital moneys would be properly applicable or if there shall be no moneys owing under this

Act such proceeds shall be applied in or towards paying off any other moneys for the time being owing by the Council on capital account Provided that such moneys received shall not be applicable to the payment of instalments appropriations or annual repayments or to payments into sinking fund except to such extent and upon such terms as may be approved by the Local Government Board. A.D. 1912.

68. The Council shall keep accounts in respect of their water undertaking separate from all their other accounts distinguishing therein capital from revenue and shall apply all money from time to time received by them in respect of their water undertaking except borrowed money and money properly applicable on capital account as follows:— Application of water revenue.

First—In payment of the working and establishment expenses and cost of maintenance of the undertaking :

Secondly—In payment of the interest on moneys borrowed by the Council for the purposes of the undertaking :

Thirdly—In providing the requisite appropriations and instalments in respect of moneys borrowed by the Council for the purposes of the undertaking :

Fourthly—In extending and improving (if the Council think fit) any works for the purposes of the undertaking :

Fifthly—In providing a reserve fund (if the Council think fit) by setting aside such money as they think reasonable and investing the same and the resulting income thereof in statutory securities and accumulating the same at compound interest until the fund so formed amounts to two thousand pounds which fund shall be applicable to answer any deficiency at any time happening in the income of the Council from the undertaking or to meet any extraordinary claim or demand at any time arising against the Council in respect of the undertaking or for payment of the cost of renewing any part of the works forming part thereof and so that if that fund be at any time reduced it may thereafter be again restored to the prescribed maximum and so from time to time as often as such reduction happens Provided that resort may be had to the reserve fund under the foregoing provisions although such fund may not at the time have reached or may have been reduced below the prescribed maximum :

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A.D. 1912. And the Council shall carry to the district fund so much of any balance remaining in any year of the said money received (together with the interest on the reserve fund when such fund amounts to the prescribed maximum) as may in the opinion of the Council not be required for carrying on the undertaking and paying the current expenses connected therewith.

Provision in case of deficiency of water revenue.

69. If in any year the amount of the water revenue actual or estimated shall be insufficient for the payment of the charges thereon the deficiency shall be made good by an increase of the general district rate made within one year after such deficiency has been ascertained or estimated and the Council in preparing the estimates of the amount required in their judgment to be raised by means of a general district rate for the purposes of the district shall include therein such sum (if any) as in their judgment is necessary to be provided in aid of any deficiency from time to time arising or expected to arise as aforesaid in the water revenue.

Application of market revenue and deficiency of receipts.

70.—(1) The Council shall keep accounts in respect of their market undertaking separate from all their other accounts distinguishing therein capital from revenue and shall apply all money received by them on account of revenue in respect of their market undertaking in manner and in the order following (that is to say):—

First—In payment of the working and establishment expenses and cost of maintenance of the undertaking :

Secondly—In payment of the interest on moneys borrowed by the Council for the purposes of the undertaking :

Thirdly—In providing the requisite appropriations and instalments on moneys borrowed by the Council for the purposes of the undertaking :

Fourthly—In extending and improving (if the Council think fit) any works for the purposes of the undertaking :

Fifthly—In providing a reserve fund (if the Council think fit) by setting aside such money as they think reasonable and investing the same and the resulting income thereof in statutory securities and accumulating the same at compound interest until the fund so formed amounts to the maximum reserve fund for the time being prescribed by the Council not exceeding a sum equal to one-fifth of the aggregate capital expenditure for the time being

by the Council upon the undertaking which fund shall be applicable to answer any deficiency at any time happening in the income of the Council from the undertaking or to meet any extraordinary claim or demand at any time arising against the Council in respect of the undertaking or for payment of the cost of renewing any part of the undertaking and so that if that fund be at any time reduced it may thereafter be again restored to the prescribed maximum and so from time to time as often as such reduction happens Provided that resort may be had to the reserve fund under the foregoing provisions although such fund may not at the time have reached or may have been reduced below the prescribed maximum:

A.D. 1912.

And the Council shall carry to the district fund so much of any balance remaining in any year of the income of the undertaking (including the interest on the reserve fund when such fund amounts to the prescribed maximum) as may in the opinion of the Council not be required for carrying on the undertaking and paying the current expenses connected therewith.

(2) If in any year the amount of the revenue of the said undertaking actual or estimated shall be insufficient for the payment of the charges thereon the deficiency shall be made good by an increase of the general district rate made within one year after such deficiency has been ascertained or estimated and the Council in preparing the estimates of the amount required in their judgment to be raised by means of a general district rate for the purposes of the district shall include therein such sum (if any) as in their judgment is necessary to be provided in aid of any deficiency from time to time arising or expected to arise as aforesaid in the said revenue.

71. Section 58 of the Local Government Act 1894 shall apply to the accounts of the Council and their committees and officers under this Act and to the audit of such accounts.

Audit of
accounts.

PART VII.

MISCELLANEOUS PROVISIONS.

72. 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

Persons
under dis-
ability may
grant ease-
ments &c.

A.D. 1912. Council 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.

Power to retain sell &c. lands.

73. Notwithstanding anything in the Lands Clauses Acts or in any other Act or Acts to the contrary the Council may retain hold and use for such time as they may think fit or may sell lease exchange or otherwise dispose of in such manner and for such consideration and purpose and on such terms and conditions as they may think fit and in case of sale either in consideration of the execution of works or of the payment of a gross sum or of an annual rent or of any payment in any other form any lands or property or any interest therein acquired by them under this Act and may sell exchange or dispose of any rents reserved on the sale lease exchange or disposition of such lands or property or interests therein and may make do and execute any deed act or thing proper for effectuating any such sale lease exchange or other disposition and on any exchange may give or take any money for equality of exchange.

Provision as to houses without water supply.

74. The owner of any dwelling-house which is not provided with a proper and sufficient water supply who shall occupy or allow to be occupied such dwelling-house shall be liable to a penalty not exceeding five pounds and to a daily penalty not exceeding twenty shillings unless the dwelling-house was erected before the passing of this Act and such supply is not available.

Penalty for throwing rubbish into River Tavy.

75. Every person who throws casts or deposits or by any other means conveys or causes to be conveyed any solid matter whatsoever into the River Tavy within the district so as to interfere with the due flow of such river within the district shall for every such offence be liable to a penalty not exceeding five pounds and to a daily penalty not exceeding forty shillings.

Trees or shrubs overhanging streets and footpaths.

76.—(1) Where any tree hedge or shrub overhangs any street or footpath so as to obstruct or interfere with the light from any public lamp or to interfere with vehicular traffic or with the free passage or comfort of passengers the Council may serve a notice on the owner of the tree hedge or shrub or

on the occupier of the premises on which such tree hedge or shrub is growing requiring him to lop the tree hedge or shrub within seven days so as to prevent such obstruction or interference and in default of compliance the Council may themselves carry out the requisition of their notice doing no unnecessary damage. A.D. 1912.

(2) Any person aggrieved by any requirement of the Council under this section may appeal to a court of summary jurisdiction within seven clear days after the service of such notice provided he gives written notice of such appeal and the grounds thereof to the clerk and the court shall have power to make such order as the court may think fit and to award costs such costs to be recoverable as a civil debt Notice of right to appeal shall be endorsed on every requirement of the Council under this section.

77. Where in any legal proceedings taken by or on behalf of the Council whether under this Act or under any general or local Act passed before or after this Act it becomes necessary to prove the appointment or authority of any officer servant solicitor or agent or to prove any resolution of the Council a certificate of such appointment authority or resolution purporting to be authenticated by the signature of the chairman of the Council or the clerk shall be *prima facie* evidence of such appointment authority or resolution without further proof of the holding of any meeting or the production of any minute book or other record or document. Evidence of appointments authority &c.

78. Where under this Act or under any general or local Act for the time being in force in the district the Council give their consent to the execution of any work or the doing of any act or thing subject to any terms or conditions which they are authorised to impose any breach of any such terms or conditions shall be deemed as regards liability to a penalty and other consequences equivalent to the execution of the work or the doing of the act or thing without the required consent. As to breach of conditions of consent of Council.

79. Whenever the Council or the surveyor under any enactment or byelaw for the time being in force within the district execute re-execute or alter any work or do any act or thing in default or at the request of the owner occupier or other person required to do such work act or thing the Council shall not as between themselves and such owner In executing works for owner Council only liable for negligence.

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A.D. 1912. occupier or other person in absence of negligence on the part of the Council or the surveyor or of any contractor or other person employed by them or him be liable to pay any damages penalties costs charges or expenses for or in respect of or consequent upon the executing re-executing or altering of such work or the doing of such act or thing and any such damages penalties costs charges or expenses paid by the Council in the absence of negligence shall be deemed to be part of the expenses payable by such owner or occupier or other person and shall be recoverable accordingly.

Authentica-
tion and
service of
notices &c.

80.—(1) Where any notice or demand under this Act or under any local Act Provisional Order or byelaw for the time being in force within the district requires authentication by the Council the signature of the clerk or other duly authorised officer of the Council shall be a sufficient authentication.

(2) Notices demands orders and other documents required or authorised to be served under this Act or under any local Act Provisional Order or byelaw for the time being in force within the district may be served in the same manner as notices under the Public Health Act 1875 are by section 267 of that Act authorised to be served. Provided that in the case of any company any such notice demand order or document shall be delivered by post addressed to the secretary of the company at their registered office or at their principal office or place of business.

Confirmation
of byelaws.

81. The provisions of the following sections of the Public Health Act 1875 (namely):—

- Section 182 (Authentication and alteration of byelaws);
- Section 183 (Power to impose penalties on breach of byelaws);
- Section 184 (Confirmation of byelaws);
- Section 185 (Byelaws to be printed &c.); and
- Section 186 (Evidence of byelaws);

so far as they relate to byelaws made by an urban sanitary authority shall apply to all byelaws made by the Council under the powers of this Act.

As to appeal.

82. Any person deeming himself aggrieved by any order judgment determination or requirement or the withholding of any certificate licence consent or approval of or by the Council

or of or by any officer of the Council under the provisions of this Act or by any conviction or order made by a court of summary jurisdiction under the provisions of this Act may if no other mode of appeal is provided by this Act appeal to the next practicable court of quarter sessions under and according to the provisions of the Summary Jurisdiction Acts and in regard to any such order made by a court of summary jurisdiction the Council may in like manner appeal. A.D. 1912.

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

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

85. When any compensation costs damages or expenses is or are by this Act directed to be paid and the method for determining the amount thereof is not otherwise provided for such amount shall in case of dispute be ascertained in the manner provided for by the Public Health Acts. Compensation &c. how to be determined.

86. The Council when they are required by any provision of this Act or any general or local Act to make compensation to any person interested in any lands may by agreement with such person make such compensation wholly or partly in works land or money but in the case of land for the alienation of which the consent of any public department is required only with such consent. Compensation may be in land.

87. Save as otherwise by this Act expressly provided all informations and complaints under or in respect of the breach of any of the provisions of this Act or any byelaws made thereunder may be laid by an officer of the Council authorised in that behalf or by the clerk. Informations by whom to be laid.

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Penalties to
be paid to
treasurer.

88. All penalties recovered on the prosecution of the Council or any officer of the Council on their behalf under this Act or under any byelaw thereunder shall be paid to the treasurer to the Council and be carried by him to the credit of the district fund or to such other fund as the Council shall direct.

Judges &c.
not to be dis-
qualified.

89. A judge of any court or a justice shall not be disqualified from acting in the execution of this Act by reason of his being liable to any rate.

Application
of section 265
of Public
Health Act
1875.

90. Section 265 (Protection of local authority and their officers from personal liability) of the Public Health Act 1875 shall extend and apply to the purposes of this Act as if the same were re-enacted herein.

Saving for
indictments
&c.

91. Nothing in this Act shall protect any person from being proceeded against by way of indictment in respect of any matter by this Act made punishable on summary proceedings or shall relieve any person in respect of any such matter from any penal or other consequence to which he would have been liable if such matter had not been punishable by this Act. Provided that nothing in this Act shall make a person liable to be punished more than once for the same offence.

Inquiries
by Local
Government
Board.

92.—(1) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in regard to the exercise of any powers conferred upon them or the giving of any consents under this Act and the inspectors of the Local Government Board shall for the purpose of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(2) The Council shall pay to the Local Government Board any expenses incurred by that Board in relation to any inquiries referred to in this section including the expenses of any witnesses summoned by the inspector holding the inquiry and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

Crown
rights.

93. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown.

Powers of
Act cumu-
lative.

94. All powers rights and remedies given to the Council by this Act shall (except where otherwise expressly provided)

be deemed to be in addition to and not in derogation of any other powers rights or remedies conferred on them or any committee appointed by them by Act of Parliament charter law or custom and the Council or such committee as the case may be may exercise such other powers and be entitled to such other rights and remedies as if this Act had not been passed Provided that no person shall incur more than one penalty (other than a daily penalty for a continuing offence) for the commission of the same offence. A.D. 1912.

95. All the costs charges and expenses preliminary to and of and incidental to the preparing and applying for obtaining and passing of this Act as taxed by the taxing officer of the House of Lords or of the House of Commons shall be paid by the Council out of the district fund and general district rate or out of moneys borrowed under this Act for that purpose. Costs of Act.

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THE FIRST SCHEDULE.

AN AGREEMENT made the 18th day of April 1912 between the Most Noble HERBRAND 11th DUKE of BEDFORD K.G. (herein-after called "the Vendor") of the one part and the URBAN DISTRICT COUNCIL OF TAVISTOCK (herein-after called "the Council") of the other part.

WHEREBY it is agreed as follows:—

1. The Vendor will sell and the Council will purchase at a price to be ascertained as herein-after provided the several markets lands buildings hereditaments waterworks rights easements and premises situate or being at or near Tavistock in the county of Devon particulars of which are set out in the schedule hereto subject as to portions thereof comprised therein or affected thereby to the several leases and tenancies affecting the same at the date of completion of the purchase (particulars of the leases and tenancies existing at the date hereof being set out in a statement signed by Edward C. Rundle on behalf of the Duke by way of information to the Council but not so as to guarantee the exhaustiveness or accuracy of the said statement) and subject to the covenants and conditions herein-after contained but otherwise free from incumbrances except as herein expressly stated.

2. The price to be paid by the Council for the premises hereby agreed to be sold shall be determined by Mr. A. J. Ram K.C. as single arbitrator or if he shall be unable or unwilling to act then by the Right Honourable Alfred Lyttelton K.C. M.P. as single arbitrator and if he shall be unable or unwilling to act then by a single arbitrator to be nominated on the application of either party by a judge of the High Court of Justice These presents as regards determining such price shall be deemed to be a submission to arbitration within the provisions of the Arbitration Act 1889 and the arbitrator shall have all the powers conferred on arbitrators by the Arbitration Act 1889 or any statutory modification thereof Provided nevertheless that each party shall bear his or their own costs incident to the arbitration and the costs and fees of the arbitrator shall be borne by the parties in equal proportions Provided that the remuneration of the arbitrator shall not be dependent on the amount of the purchase money or moneys awarded and provided also that no addition is to be made to the amount of the price on the principle of or by

analogy to the principle of compulsory purchase and provided also that in determining the price the arbitrator may have regard to all the circumstances of the case. A.D. 1912.

3. The Council may if it so desire have a separate price fixed in respect of each of the items of property mentioned in the schedule hereto but nevertheless the sale hereby agreed to be made shall be deemed a single contract for the purchase of the aggregate of the items mentioned in the schedule hereto at a single aggregate price made up of the total of all such separate prices and accordingly unless the Vendor shall otherwise agree which he shall be under no obligation to do the Council shall not be at liberty to complete the purchase of any one or more of the said items of property without at the same time completing the purchase of all the other items of property mentioned in such schedule.

4. The whole of the premises hereby agreed to be sold consists of property which either belonged to the 7th Duke of Bedford who died in the year 1861 and was devised by his will or of property which since his death has by purchase been assured to the uses or upon the trusts of such will. The abstract of title shall commence as follows viz. As to so much of the property as belonged to the 7th Duke with the will of the 7th Duke and as to so much of the property as has been subsequently acquired with the assurances to the uses or upon the trusts of that will. As to the latter portions of the property the dates of the assurances under which the same were acquired are the 6th day of March 1863 and the 4th day of December 1876. The last-mentioned indenture contained an exception out of the hereditaments thereby granted of all mines ores minerals or metals in or under part of the same premises with powers of mining or other powers incidental thereto and such part will be conveyed to the Council subject to such exception. As to so much of the property hereby agreed to be sold or over or in respect of which any right or easement is hereby agreed to be granted to which title is not shown by such assurances or either of them it shall be assumed that the 7th Duke was at his death seised thereof in fee simple in possession free from incumbrances.

5. The Council is to pay the purchase money on the quarter day which shall fall next after the expiration of six calendar months from the passing of the Bill in Parliament confirming this agreement hereinafter mentioned at the offices No. 4 Field Court Gray's Inn London of Messrs. R. S. Taylor Son and Humbert the solicitors of the Vendor at which time and place the purchase is to be completed and the Council paying its purchase money is as from that day to be let into possession or into receipt of the rents and profits of the purchased premises and to pay all outgoing and up to that day all water charges rents rates taxes and other incomings and outgoing are (if necessary) to be

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apportioned and the balance is to be paid by or allowed to the Council on completion and if from any cause whatever other than wilful default on the part of the Vendor the completion of the purchase is delayed beyond the day aforesaid the purchase money is to bear interest at the rate of four per cent. per annum from that day to the day of actual payment thereof. Until the date of completion the Vendor shall duly maintain all the premises hereby agreed to be purchased by the Council fire and accident and force majeure excepted and shall carry on the several undertakings comprised therein as heretofore in the ordinary course of business with all due care but shall not without the previous consent of the Council make or enter into any contract agreement or obligation except such as shall be in the ordinary course of the maintenance and the proper conduct of the said premises and undertakings. All debts and liabilities (if any) secured upon or affecting the premises hereby agreed to be purchased by the Council or any of the undertakings comprised therein or due from or payable by the Vendor which at the date of completion shall remain undischarged unpaid or unsatisfied shall except as otherwise herein stated be discharged paid or satisfied by the Vendor and the Vendor shall indemnify the Council against the same and the price shall be fixed on the basis of the premises and undertakings being free from all such debts and liabilities (if any).

6. The Vendor shall within 14 days from the passing of the Bill in Parliament confirming this agreement deliver to the Council an abstract of his title to the premises hereby agreed to be sold and the Council is within 30 days after delivery of the abstract to send to the said Messrs. R. S. Taylor Son and Humbert the solicitors of the Vendor a statement in writing of all the objections and requisitions (if any) to or on the title or evidence of title or the abstract or this agreement and subject thereto the title is to be deemed accepted and all objections and requisitions not included in any statement sent within the time aforesaid are to be deemed waived and an abstract though in fact imperfect is to be deemed perfect except for the purpose of any further objections or requisitions which could not be taken or made on the information therein contained and an answer to any objection or requisition is to be replied to in writing within ten days after the delivery thereof and time is to be deemed in all respects as of the essence of this clause. If the Council should take any objection or make any requisition which the Vendor is unable or unwilling to remove or comply with or if any question should arise as to the conveyance and the Council shall not withdraw such objection or requisition or waive the question such objection requisition or question shall be referred to arbitration in manner by this agreement provided with respect to the determination of the purchase price to be paid by the Council and the arbitrator shall have full power to

decide what shall be done under the circumstances including power to alter or rescind this agreement in so far as may be necessary for the purpose of dealing with such requisition objection or question. A.D. 1912.

7. All the premises hereby agreed to be sold form part of the Bedford family settled estates at or near Tavistock. The greater part of such estates (exclusive of the premises hereby agreed to be sold) have recently been offered by the Vendor for sale by auction in 794 lots or thereabouts according to certain "Particulars of sale" and "General remarks and stipulations" and "Conditions of sale" prints of all of which have been submitted to and perused by or on behalf of the Council as the Council hereby admits. Many of the lots have already been sold and others may be sold hereafter. If and so far as any of the premises hereby agreed to be sold are or may be affected by any rights conferred or to be conferred on the purchasers by any of the contracts for sale or conveyances already made or hereafter to be made (before the commencement of the arbitration for determining the purchase price hereunder) of any of the said lots in accordance with the said particulars of sale general remarks and stipulations and conditions of sale or by any conveyances in pursuance of such contracts this present agreement for sale is made subject to such rights. The closet window overlooking the building site between Duke Street and New Market Road (which site constituted lot 46 at the sale by auction at the Town Hall Tavistock on the 26th day of June 1911) shall be closed by the Council and all rights of light thereto are excepted and reserved out of the premises hereby agreed to be sold.

8. The Corn Market mentioned in paragraph 1 (B) of the schedule hereto is sold subject to the reservation thereof of a certain closet which has been sold together with certain rights of support and conveyed to a purchaser in connexion with certain adjoining premises by a deed dated the 4th day of March 1912 and made between the Vendor of the first part Sir Walter Roper Lawrence and the Honourable Victor Alexander Frederick Villiers Russell of the second part and Albert Thomas Sweet of the third part and of a certain room part of the Exeter Inn which has been sold with certain rights of support and conveyed to a purchaser in connexion with the said inn by a deed dated the _____ day of _____ 1912 and made between the same parties of the first two parts and James Richard Wilson of the third part which deeds or completed drafts thereof have been produced to and perused on behalf of the Council (as the Council hereby admits) and the Council shall be deemed to have full notice of and to take subject to all the rights of such purchasers in respect of the said closet and room or otherwise under the said deeds.

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9. All the premises hereby agreed to be sold which are in any way affected by the Tavistock Markets Act 1859 are sold subject to the provisions of that Act.

10. The sale hereby agreed to be made of any land or premises abutting on or near the canal mentioned in the schedule hereto shall not extend to or include the canal, or the banks or waters thereof or the sluices byfalls intakes culverts or other works connected therewith or the towing paths thereof or any part thereof nor any rights or interests whatsoever on over or in relation thereto except as in these presents expressly provided but notwithstanding this sale the Duke shall continue the owner of the said canal towing paths banks waters sluices byfalls intakes culverts works and premises wholly unaffected by any rights or interests whatsoever of the Council in over or in relation thereto (except such rights as are by this agreement expressly agreed to be granted to the Council) and there shall be reserved to the Vendor or his sequels in title out of the conveyance to the Council such rights of entry upon the lands conveyed and of user of the same as will enable the Vendor and his sequels in title (reasonable notice in writing in this behalf having been previously served on the Council except in case of emergency) to clean out and repair the canal and all works connected therewith in such manner as has hitherto been done and to exercise all such rights on over or in relation to the canal and works as have been customary hitherto the Vendor covenanting in the said conveyance that he and his sequels in title shall make full compensation to the Council for all damage and injury caused by the exercise of such rights but so that such covenant shall not impose any personal liability on the Vendor except so long as he shall himself continue the owner of the canal.

11. The Council shall at their own expense within three calendar months from the completion of the purchase erect where not already existing to the reasonable satisfaction of the Vendor proper and sufficient boundary walls or fences and thenceforth maintain the boundary walls or fences so erected and the existing boundary walls or fences on all such sides of any of the premises hereby agreed to be sold as are marked T in black on any of the plans hereto such boundary fences or walls to be erected and maintained within the boundary lines of the premises hereby agreed to be sold. The boundary walls and fences so erected shall be the property of the Council. If the Council or anyone deriving title under it shall make default in erecting any such wall or fence as aforesaid within thirty days or in repairing any such wall or fence within thirty days after notice requiring it or him to do so shall have been given to it or him or left for it or him on the premises by the Vendor or any adjoining owner then the Vendor or such adjoining owner may enter upon the premises and erect or repair

any such wall or fence or may erect or keep in repair a temporary fence or wall and the Council or the person deriving title under it shall on demand repay to the Vendor or to such adjoining owner all moneys expended by him for the purposes aforesaid and all expenses relating thereto and until such repayment the amount of such moneys and expenses shall be a charge upon the premises hereby agreed to be sold Provided that such power of entry shall be limited to a period of twenty years expiring after the death of the survivor of all the descendants now living of Her late Majesty Queen Victoria The conveyance to the Council shall contain all proper covenants and provisions for giving effect to this paragraph. A.D. 1912.

12. As regards the pumping station and pumps recently erected and described under heading "C" of paragraph 9 in the schedule hereto for the purpose of supplying water to the Vendor's building estate near and adjoining Whitchurch Down the Council shall in the conveyance to it covenant for itself and its assigns with the Vendor and his sequels in title his and their assigns that the Council or its assigns will at all times after completion of the sale by means of such pumping station and pumps or by other equally efficient means at its or their discretion unless prevented by frost unusual drought or any unavoidable cause or accident or by any default of the Vendor or his sequels in title in discharging the obligations herein-after mentioned with respect to the maintenance of the canal and with respect to the keeping of water therein and the taking of water therefrom supply to the Vendor or his sequels in title his or their lessees tenants and assigns such reasonable quantity of water as he or they shall from time to time request for use or consumption on or in connexion with the lands now belonging to the Vendor or his trustees and known as the Whitchurch Down Building Estate and to any houses or premises erected or to be erected thereon such water to be of good quality fit in all respects for domestic consumption and to be delivered by the Council or its assigns through the existing mains and reservoir or such extensions of the said mains as may be necessary (such extensions to be provided at the cost of the Council) at a price where charged by meter not exceeding by more than 3d. per 1000 gallons the price for the time being charged for corresponding supplies by meter in Tavistock and in the case of domestic supplies for which the ordinary water rate based on the rateable value of the premises is charged not exceeding by more than 3d. for each pound in the rateable value of the premises supplied the price for the time being charged for corresponding domestic supplies in Tavistock and as regards all agricultural lands in and around Tavistock which on the 1st day of June 1911 belonged to the Vendor or the trustees of the 7th Duke's will and were then and still are watered for cattle or agricultural purposes by means of troughs supplied from the waterworks described in the schedule hereto the

A.D. 1912. Council shall also covenant in like manner in such conveyance to continue to provide such troughs with water in the same manner and to the same extent as has hitherto been done at a rate not exceeding 1s. 6d. per annum per acre of the land so watered by means of the said troughs And the Vendor shall in the said conveyance covenant for himself and his sequels in estate with the Council their successors and assigns to the intent so far as may be to bind the canal into whosoever hands the same may come but so as to impose no personal liability on the Vendor except so long only as he shall himself continue the owner of the canal as follows namely (a) to permit at all times the Council their successors and assigns for the purpose only of working pumps at the said pumping station to take from the canal at the point at which the water of the canal now enters the existing culvert or underground channel leading to the said pumping station by means of such existing culvert and the hatch connected therewith as the same now exist and with the cill at its present level such supply of water as the Council shall require but so that the said hatch shall at all times be kept closed except when the Council its successors and assigns shall be actually using such water for the purpose of working such pumps as aforesaid (b) unless prevented by accident frost unusual drought or any other unavoidable cause at all times to keep the canal and the banks thereof duly maintained and repaired and to keep an adequate supply of water therein so that the Council their successors and assigns may be able at all times to take therefrom the quantity of water to which they are entitled as aforesaid and also to permit the Council their successors and assigns from time to time and at all times to enter with or without horses carts workmen materials and appliances upon the canal and its banks and the towing paths thereof at or adjoining the point where the water is taken as aforesaid from the canal for the purpose of inspecting cleaning repairing and renewing (but not of enlarging or altering the size or level or position of) the said culvert or underground channel and the hatch connected therewith the Council their successors and assigns giving to the Vendor or his sequels in estate before making any such entry (except in case of emergency) reasonable notice to the Vendor or his sequels in estate and doing no avoidable damage to the canal or its banks or towing paths and making full compensation to the Vendor or his sequels in estate for any damage or inconvenience which may be occasioned by any exercise of the said right of entry (c) to permit the Council (so far as the Vendor has any right to give any such permission) to discharge into the River Tavy by means of the existing tail race now used by the Vendor for such purposes all water taken from the canal as aforesaid And the said conveyance shall also contain a covenant by the Council for itself its successors and assigns with the Vendor and his sequels in title that the said hatch shall be kept

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closed so as to prevent any water of the canal passing through the same at all times when such supply of water from the canal as aforesaid is not actually being required for working such pumps as aforesaid at the said pumping station.

13. As regards all agreements and provisions between the Vendor and any person persons or corporations which may at the time of completion be in existence in connexion with the waterworks undertaking hereby agreed to be sold whether with respect to the supply of water or otherwise howsoever the Council shall as from the date of completion take over the benefit or burden thereof and duly perform and carry out the same and shall indemnify the Vendor against the same and all liabilities thereunder and in particular (but without prejudice to the generality of the foregoing) this paragraph shall apply to an indenture dated the 11th November 1899 and made between the Vendor of the first part W. E. Sackville West and Cosmo Romilly of the second part and the London and South Western Railway Company of the third part. Provided that in any case where property has been let or a contract made prior to the completion of the purchase with any person by the Vendor on the terms that the tenant or person is to have the benefit of a water supply from the waterworks described in the schedule hereto without paying any separate or additional charge therefor either the said terms shall be altered by agreement between the Vendor and the tenant or person so that the Council shall be entitled to their ordinary charges for the supply of water to the said tenant or person after the completion of the sale or else (if the said terms are not so altered) the amount of the rent or other payment to which such tenant or person is liable after the completion of the sale shall be apportioned and a due proportion thereof shall be deemed to represent a water rate and shall from time to time during the continuance of the tenancy or contract be paid by the Vendor to the Council as and when the rent or other payment becomes due from the tenant or person and the amount of the said proportion shall be settled by agreement between the Vendor and the Council or failing such agreement by arbitration in manner by these presents provided with respect to the determination of the purchase price to be paid by the Council.

14. The piece of land described under heading A in paragraph 9 of the schedule hereto and marked S on the Plan No. 2 hereto annexed is sold subject to the exception and reservation thereout to the Vendor and his trustees and to all or any person or persons deriving title under him or them of the hydraulic ram near Kilworthy House and of all lines of pipes and other works and appliances connected therewith but includes the bed of the leat known as Kilworthy Leat running on the western side of part of the said piece of land marked S and is

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— sold as regards such leat subject to the exception and reservation there-
out to the Vendor and his trustees and to all or any persons or person
deriving title under him or them of all such rights and easements in
respect to the said leat and the byfalls thereof as are either mentioned
in the "Notes" to lot 51 in the above-mentioned particulars of sale of
the Vendor's properties "near the market town of Tavistock" offered
for sale by auction on the 11th 12th 13th and 14th days of July 1911
at the Town Hall Tavistock as intended to be sold in connexion with
lot 51 or any part thereof or have since been granted or agreed to be
granted in connexion with lot 51 or with any part thereof to any
purchaser thereof (copies of such particulars of sale and also of any
conveyance of or agreement for sale of lot 51 or of any part or parts
thereof which have been made or entered into at or since the said
auction having before the signing of this agreement been produced to
and examined by or on behalf of the Council which shall be deemed
to take with full notice of all the contents thereof) And the Council
is in the conveyance to it to covenant for itself and its assigns to the
intent that the burden of such covenant may so far as may be run
with the said piece of land marked S and the owners and occupiers for
the time being thereof and that the benefit of such covenant may so far
as may be run with lot 51 and every part thereof not at any time after
the completion of the sale to do or permit to be done anything (except
temporary works of repair or necessary temporary works for prevention
of injury to adjoining lands by flooding or otherwise) whereby the
passage of water through the said leat may be diminished or interrupted
or whereby the quality of the water may be prejudiced or whereby the
working of the said hydraulic ram and the appliances connected
therewith may be prejudiced and to permit the owners or occupiers
of lot 51 or of any part thereof or any other person having for the
time being a lawful right to the benefit of the flow of the water in the
said leat or to the working of the said ram to enter at all reasonable
times with or without horses carts workmen materials and appliances
upon such parts of the said piece of land as adjoin the said leat or
the said ram or any of the lines of pipes or appliances connected
therewith for the purpose of inspecting cleansing repairing main-
taining and renewing the said leat and the channel and banks
thereof and the byfalls connected therewith and the said ram
and all lines of pipes and other appliances connected therewith so as
to enable the water to pass down the said leat to the same extent as
heretofore and to enable the said ram to be worked to the same extent
as heretofore for all purposes connected with lot 51 or any part
thereof but nothing herein or in this covenant contained shall be
deemed to authorise any person wilfully to withdraw more water
from the Wallabrook river by means of the said leat than has here-
tofore been so withdrawn therefrom or to interfere with the flow of

water down the said river to any greater extent than such flow has hitherto been interfered with by the said leat and the said covenant shall further provide that any person so entering upon any part of the said piece of land and so inspecting cleansing repairing maintaining or renewing the said leat or the banks and byfalls thereof or the said ram and the lines of pipes and appliances thereof shall make full compensation for all damage or injury caused in so doing Provided that the owners or occupiers of lot 51 or of any part thereof shall except for the purposes of the ordinary management of the said ram or in case of emergency cause reasonable notice to be given to the Council before making any such entry.

15. The piece of land marked S is also sold subject to an exception and reservation to the Vendor and his trustees and his or their sequels in title of and of the right to maintain in their present situation the two existing lines of pipes which take water from the said leat across certain parts of the said piece of land marked S to other lands on the east side thereof and the Council shall in its conveyance in like manner covenant with the Vendor and his sequels in title to permit him and them at all times after such conveyance to maintain the said two lines of pipes accordingly and from time to time lay down and maintain new pipes in lieu thereof and to use the said existing pipes or the said new pipes (as the case may be) for taking water from the said leat for the supply of water for all purposes in connexion with the land forming part of lot 51 lying to the east of the said piece of land marked S and in connexion with any other lands at present supplied with water by means of the said existing pipes and for the purpose of the inspection cleansing maintenance repair and renewal of the said existing pipes or any such new pipes as aforesaid at all reasonable times to enter with or without horses carts workmen materials and appliances upon such parts of the said land marked S as adjoin either of the said two lines of pipes Provided that the Vendor or his sequels in title shall except in case of emergency cause reasonable notice to be given to the Council before any such entry and shall in any case make full compensation to the Council for all damage occasioned by any such entry.

16. The hereditaments numbered 5 in the schedule hereto and known as the wharf are sold subject to a reservation thereof of a right of access as now enjoyed to the warehouse in the Canal Road situate at the north-east corner of the said wharf and now or lately in the occupation of J. A. Dennis and to a reservation of the canal and the beds banks byfalls culverts and towpaths thereof and of all rights therein and thereover except such (if any) as are by these presents expressly conferred upon the Council and subject to the rights of certain tenants to remove certain sheds erected by them.

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17. If and so far as a sale of either of the said several premises by the Vendor at a price to be fixed by arbitration as herein-before provided would or might be beyond the powers of the Duke as tenant for life under the said will of the 7th Duke for the purposes of the Settled Lands Acts 1882 to 1890 the Vendor shall procure his son the present Marquis of Tavistock to concur with him in extending the Vendor's powers as such tenant for life so far as may be necessary to enable the present sale to be made at a price to be fixed as aforesaid.

18. Copies or abstracts of all leases and agreements (where in writing) affecting any part of the premises hereby agreed to be sold have been produced to and examined by the solicitor of the Council before the signing of this agreement and the Council shall be deemed to have full notice of and to take subject to all the terms of such leases and agreements and to all the rights of the lessees and tenants whether under written instruments or not and whether arising during the continuance of the respective leases or tenancies or after the expiration thereof and such notice shall not be affected by any error or omission in this agreement and all such leases and agreements shall be deemed to be valid and no objection or requisition shall be made in respect thereof.

19. The Vendor sells and will convey as a tenant for life under the Settled Lands Acts 1882 to 1890 the trustees for the purposes of the Acts joining in the conveyance only for the purpose of acknowledging the receipt of the purchase money and the Council is not to require any covenant for title by the Duke except the statutory covenant implied by his conveying as beneficial owner with a proviso limiting the same so far as regards the reversion or remainder expectant on his life estate and the title to and further assurance of the premises after his death to the acts and defaults of himself and persons deriving title under him.

20. If before the completion of the purchase the Vendor shall have expended money in complying with requirements in respect of the property made after the date of this agreement by any municipal corporation or other local authority of the borough or district within which such property is situated whether as to paving flagging drainage or otherwise the Council is on the completion of the purchase to repay to the Vendor the amount so expended by him and in case any such requirement shall not have been complied with before the completion of the purchase the Council is to covenant to indemnify the Vendor in respect thereof and to charge the property with such indemnity but the Vendor upon receiving notice of such requirements is forthwith to inform the Council thereof and give to it the option of complying therewith within a reasonable time.

21. The property is sold subject to all quit chief and other rents public and other rights of way light and other easements (if any) affecting the same and to any subsisting liability to repair walls fences roads or streets.

22. No further or other evidence is to be required of the identity of the property described in this agreement with the property to which title is shown by the abstract besides such evidence (if any) as may be gathered from the descriptions in the documents abstracted but the Council is to be furnished at its own expense if it so require with a statutory declaration that the property has for more than 12 years next preceding the date of this agreement been held and enjoyed in accordance with the title shown thereto.

23. The conveyance to the Council (a duplicate whereof shall be prepared and executed at the expense of the Council and delivered to the Vendor) is to be prepared by it at its own expense and the engrossment thereof is to be delivered at the office of the solicitors of the Vendor at least 14 days before the date fixed for completion for execution by the Vendor and other necessary parties (if any) and the draft of such conveyance for perusal and approval on behalf of the Vendor and other necessary parties (if any) is to be left at the said office at least 21 days before delivery of the engrossment.

24. Such conveyance shall contain a covenant by the Council with the Vendor and also with the Vendor's trustees that the Council will for ever after completion of the sale keep in repair and at a level not lower than at present the pathway leading from Abbey Place to the Meadows (which pathway forms part of L on Plan No. 1 (B)) There shall also be reserved out of such conveyance to the Vendor and his trustees and all persons claiming title under him or them full power at all reasonable times to enter upon the said pathway with or without horses carts workmen and materials for the purpose of maintaining and repairing the Abbey wall adjoining the said pathway subject to reasonable notice being given to the Council before such entry except in case of emergency and full compensation being paid to the Council for all damage or injury caused by such entry.

25. The sale and purchase hereby agreed to is conditional on the same being sanctioned by Parliament in the terms herein set forth under the Bill which the Council are promoting in the present session and the Council shall use their best endeavours to obtain the passing into law of the said Bill Provided always that if the Council think fit they may in the said Bill provide that the premises hereby agreed to be sold to the Council shall instead of being vested in them by conveyance as herein-before provided be vested in them upon payment of the purchase money by the operation of a clause in the said Bill for the same estate and subject to the same exceptions reservations

A.D. 1912. covenants conditions and stipulations as are herein provided for in the case of such conveyance. If the said sale and purchase is not sanctioned by Parliament under the said Bill this agreement shall become void and such avoidance shall not give rise to any claim on the part of either party for costs or otherwise.

SCHEDULE.

PROPERTIES INCLUDED IN THIS SALE.

1.—(A) All and singular the rights and privileges conferred by the Tavistock Markets Act 1859 upon the "Duke of Bedford" as defined in such Act so far as such rights and privileges or any of them are now subsisting and all or any other rights of holding markets or fairs and rights or privileges (if any) in relation to markets or fairs within the urban district of Tavistock or the manors of Tavistock and Hurdwick which may be vested in or exercisable by the Duke.

(B) All and singular the general markets slaughter-houses and corn market (including the premises above and connected with the corn market) delineated on the Plan No. 1A hereto annexed and thereon edged red and marked respectively with the letters A B and C and the cattle market delineated on the Plan No. 1B hereto annexed and thereon edged red and marked with the letter D.

(C) All and singular the private slaughter-houses delineated on the said Plan No 1A and thereon edged blue and marked with the letter E.

2. All those the Council offices delineated on the Plan No. 1A and thereon edged blue and marked with the letter G.

3. All and singular the Town Hall shops houses and premises situate in Bedford Square and Duke Street and Market Colonnade delineated on the said Plan No. 1A and thereon edged blue and marked with the letter H.

3A. All the furniture and fittings in the Town Hall belonging to the Vendor or his trustees.

4. All that the refreshment room adjoining the market delineated on the said Plan No. 1A and thereon edged blue and marked with the letter I.

5. All and singular the yard and buildings situate on the south side of the canal and known as the wharf delineated on the Plan No. 1B hereto annexed and being part of the hereditaments thereon edged blue and marked with the letter J. Together with a right of

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way (in common with others) over the bridge across the canal so long as the Council shall keep such bridge in repair and together with all such interest (if any) as the Vendor has in the soil of the road known as Canal Road leading from Plymouth Road to the canal bridge subject to a right of way for all purposes over the said road for all persons interested in the premises abutting thereon and for all other persons having any rights of way thereover but excluding the pumping station or other works and properties which are included under heading "C" in paragraph 9 of this schedule There shall be excepted and reserved out of the said hereditaments marked J so much of the Culvert No. 1 leading from the canal to the River Tavy marked on the said plan with dotted red lines as crosses the said hereditaments marked J and the byfall connected with such culvert and the use of such byfall and culvert for all purposes together with full liberty for the Vendor and his sequels in estate at all times to enter on the said hereditaments marked J with or without horses carts workmen materials and appliances for the purposes of inspecting repairing maintaining and renewing the said byfall and culvert giving to the Council reasonable notice (except in case of emergency) prior to any such entry and in the exercise of such rights of entry causing no avoidable damage and making full compensation for any damage or inconvenience which may be caused by the exercise of the said rights.

6. All and singular the land and premises on the north side of the canal and lying between the canal and the Plymouth Road delineated on the said Plan No. 1B and thereon edged blue and marked with the letter K.

7. All and singular the land and premises situate on the south side of the canal delineated on the said Plan No. 1B and thereon edged blue and marked with the letter L including the long strip of land edged blue on the Plan No. 1B giving access from Abbey Place to the main portions of the land L Together with the right to the Council their successors and assigns to use for all purposes the existing bridge over the canal between the said land marked K and the said land marked L on the said plan And also if and when it and they shall think fit so to do at its or their own expense to widen such bridge or erect a new bridge over the canal at the same point in lieu of the now existing bridge and to use such widened or new bridge for all purposes but so that the said existing bridge and any widened or new bridge shall remain the property of the Vendor and his sequels in estate but so that the cost of repairing the same shall be borne by the Council and its assigns and so that on any widening of the said existing bridge and on the erection of any such new bridge the plans of such works shall have been first submitted to and approved by the Vendor or his sequels in title or his or their surveyor and so that all such

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A.D. 1912. works of widening and new construction shall be carried out and completed subject to the supervision and to the satisfaction of the Vendor or his sequels in title or his or their surveyor There shall be excepted and reserved to the Vendor his sequels in title and assigns out of the said lands marked L and out of any other of the premises hereby agreed to be sold which might in any way include the same or any of them (a) the culvert No. 2 marked on the said Plan 1B with dotted red lines leading from the canal to the River Tavy and the byfall connected therewith and the use of such culvert and byfall for all purposes (b) so much of the said Culvert No. 1 mentioned above in connexion with the said land marked J as crosses the said land marked L and the use thereof for all purposes (c) the Abbey Weir together with all proper support thereof on the banks and bed of the River Tavy (d) the fish pass and salmon ladder (e) all hatches and sluices connected with the canal and (f) the bed and banks of the canal where they pass under the path from the river (g) the right at any time to heighten or otherwise alter the said bridge between K and L or any such new bridge as aforesaid over the canal in such manner as the Vendor or his sequels in title shall think fit for the purpose of navigation of the canal but so as not unreasonably to interfere with the passage of traffic over the said bridge and provided that any such heightening or alteration shall be executed to the reasonable approval of the Council and at the cost of the Vendor or his sequels in title For the purpose of inspecting repairing maintaining renewing and widening the said existing bridge or erecting any such new bridge as aforesaid the Council its successors and assigns shall have liberty to enter upon the said canal and the banks thereof and for the purpose of inspecting repairing maintaining and renewing the said culverts byfalls Abbey wall Abbey weir fish pass or salmon ladder hatches and sluices and any other things excepted and reserved as aforesaid and of heightening or otherwise altering the said existing bridge or any such new bridge as aforesaid the Vendor his sequels in title and assigns shall have liberty to enter upon the said land marked L and such other lands (if any) hereby agreed to be sold as it may be necessary to enter upon for the purpose of any such inspection repair maintenance or renewal heightening or alteration such liberties of entry in the case of each party to be with or without horses carts workmen materials and other appliances and the party exercising the same to give to the other party (except in case of emergency) reasonable notice before entry and to cause no avoidable damage in the exercise of any such liberty and to make full compensation to the other party for any damage or inconvenience occasioned by the exercise of such liberty.

8. All that the swimming bath delineated on the said Plan No. 1A and thereon edged blue and marked with the letter M together with the right of obtaining water for the said bath from the same

sources in the same manner and to the same extent from in and to which the water supply for the said bath is at present obtained And together with a right of way for all purposes to and from the said swimming bath over the roadway marked "right of way" on the said plan. A.D. 1912.

9. All the waterworks undertakings now belonging to the Vendor or his trustees whereby the town of Tavistock and part of the parish of Whitchurch is at present supplied with water which waterworks undertakings shall for the purpose of this agreement be deemed to comprise the following particulars namely:—

(A) The Wallabrook Waterworks consisting of First the fee simple of the piece of land containing 109a. 1r. 2p. or thereabouts situate in the valley of the River Wallabrook delineated and coloured pink and marked S on the Plan No. 2 hereto annexed being the area in which the water for the Vendor's Wallabrook water supply is collected except and reserving out of the said piece of land to the Vendor and his trustees and all persons claiming under him or them and the owners and occupiers for the time being of hereditaments adjoining or in the neighbourhood of the said piece of land coloured pink and in particular the owners and occupiers for the time being of Kilworthy Farm or any part or parts thereof rights of way at all times and for all purposes over the roads and paths crossing or forming part of the said piece of land coloured pink Secondly the fee simple of all minerals in or under the piece of land containing 30a. 0r. 25p. or thereabouts situate in the valley of the River Wallabrook delineated and coloured blue and marked T on the said Plan No. 2 but without any power to work or get any such minerals (the object of such purchase of minerals by the Council being not that the Council shall work or get the same but that the Council may be protected against any springs in or under the said piece of land marked T being tapped or prejudiced by such minerals or any of them being worked by any other person) Thirdly the benefit of certain covenants to be entered into by the purchaser of Kilworthy Farm with the Vendor framed so as to bind so far as lawfully may be the said piece of land marked T and the owner and occupier thereof for the time being into whosoever hand the same may come that no well shaft or bore shall at any time hereafter be sunk or made into or in the said piece of land marked T or any part thereof or other excavation made therein or thereon whereby any springs of water therein or thereunder might

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be tapped and that the said piece of land shall not at any time hereafter be used for any other purpose inconsistent with such covenant. Fourthly the reservoir delineated and coloured pink and marked V on the Plan No. 2 hereto annexed. Fifthly all the pipes mains and other works whereby the water from the said piece of land marked S is now conducted therefrom to the reservoir marked V in the course shown on the said Plan No. 2 by the thick red line marked W and the right to maintain and use the same in perpetuity for the purposes of water supply. Sixthly the right to enter upon the said piece of land marked T for the purpose of discontinuing the present intake well at the point marked A on the said piece of land marked T and of continuing the present 10 inch iron main from its present end at the point marked A so as to run into the said piece of land marked S the fee simple of which is to be purchased by the Council as aforesaid it being the intention of the Council to construct in lieu of the existing intake well at the point marked A a new intake well on the said piece of land marked S. Seventhly the right from time to time and at all times hereafter to enter with or without horses carts and other necessary appliances upon the said land lying between the said land marked S and the reservoir marked V along the said line shown on the said Plan No. 2 on the course of the said main from the said land marked S to the said reservoir for the purposes of inspecting cleansing repairing renewing and if the Council so desire of enlarging or duplicating along the said line the main whereby the water from the said land marked S shall from time to time be conducted down to the said reservoir and of constructing repairing renewing and maintaining along such line such works as shall from time to time be necessary for the proper and effectual conducting of the water from the said land marked S to the reservoir and the right to enter upon the field adjoining the reservoir for the purpose of inspecting repairing maintaining and renewing the valves belonging to the mains the Council in the exercise of any of the rights or liberties fifthly sixthly and seventhly herein-before mentioned causing no avoidable damage or inconvenience to any of the lands lying between the said piece of land marked S and the reservoir or to the said field and making full compensation to all owners and occupiers of any such land or of the said field for any damage or inconvenience which may be occasioned by any such exercise of any such rights:

(B) The old waterworks consisting of First the fee simple of A.D. 1912.
the piece of land containing 17 acres 3 roods 26 perches
or thereabouts situate as shown on the said Plan No. 2 and
thereon coloured pink and marked X (being the area on
which the Vendor's old water supply is collected) Together
with rights of way to and from the said piece of land over
the roads numbered 123 and 462 on the said Plan No. 2
Except and reserving rights of way over all roads and
footpaths crossing or forming part of the said piece of
land marked X similar to those excepted and reserved in
the case of the piece of land marked S Secondly the
fee simple of all the minerals in and under the piece of
land containing 17 acres 0 roods 26 perches or thereabouts
situate to the south of the said piece of land marked X
and delineated and coloured blue and marked Y on the
said Plan No. 2 but without any power to work or get
any such minerals (the object of the purchase of such
minerals being the same as that herein-before stated in
relation to the purchase by the Council of the minerals
under the said piece of land marked T in connexion
with the Wallabrook Waterworks) Thirdly the benefit of
covenants by the owners of any part of the said piece of
land marked Y with the Vendor similar to the covenant
herein-before mentioned in relation to the said piece of
land marked T Fourthly the reservoir delineated and
coloured blue and marked Z on the said Plan No. 2
together with a right of way for all purposes to the said
reservoir along the existing road leading thereto Fifthly
all the pipes mains and other works whereby the water
from the said piece of land marked X is now conducted
therefrom to the said reservoir marked Z in the course
shown on the said Plan No. 2 by the thick red line
marked L and the right to maintain and use the same
in perpetuity for the purposes of water supply Sixthly
the right to continue the existing 6 inch iron main now
existing on part of the said piece of land marked Y further
northward in the line marked L so as to extend into the
said piece of land marked X and to communicate there
with such intake well or other works as the Council shall
think fit to construct on the said piece of land marked X
and for such purpose to enter along the said line marked L
with or without horses and carts or other appliances upon
the lands lying between the said piece of land marked X
and the said reservoir marked Z Seventhly the right
from time to time and at all times hereafter to similarly

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enter upon the said lands lying between the said piece of land marked X and the reservoir marked Z along the said line marked L for the purpose of inspecting cleansing repairing renewing and if thought fit of enlarging or duplicating the mains whereby the water from the said piece of land marked X shall from time to time be conducted down to the said reservoir marked Z and of constructing repairing renewing and maintaining along such line marked L such works as shall from time to time be necessary for the proper and effectual conducting of the water from the said land marked X to the said reservoir marked Z the Council in the exercise of the said rights and liberties fifthly sixthly and seventhly lastly herein-before mentioned causing no avoidable damage or inconvenience to any of the lands lying between the said piece of land marked X and the said reservoir marked Z and making full compensation to all owners and occupiers of any of such land for any damage or inconvenience which may be occasioned by any such exercise of any such rights:

- (c) The pumping station (including the site thereof) being part of the hereditaments edged blue and marked J on the Plan No. 1B hereto annexed and the pumps and pumping machinery therein and the existing underground channel and hatch connecting the said pumping station with the canal together with the right to take from the canal by means of the said underground channel and hatch as the same now exist and with the cill at its present level such quantity of water as the Council may from time to time reasonably require for the purpose of working pumps at the said pumping station:
- (d) The reservoir on Whitchurch Down supplied by the pumping station and the pumping main leading from the said pumping station to the said reservoir and all mains pipes and apparatus belonging to the Vendor and connected therewith together with a right of entry upon the land through which the said pumping main runs for the purpose of inspecting repairing maintaining and renewing the same similar as to notice making compensation for damage and otherwise to the other rights of entry agreed to be granted to the Council hereunder but so that the Council shall not infringe the right of any commoner on Whitchurch Down and shall in the conveyance covenant for itself and its assigns with the Vendor his sequels in title and assigns not so to infringe any such rights:

- (E) All the mains pipes and other works and appliances belonging to the Vendor or his trustees whereby water is at present distributed from either of the said reservoirs to consumers of water within the area now supplied from the said reservoirs or either of them and all such rights powers and liberties as the Vendor or his trustees possess in connexion therewith but not including any branch pipes fixtures and fittings within and under the premises of individual consumers and belonging to such premises and used exclusively for the purpose of the supply of such individual consumers : A.D. 1912.
- (F) All that public convenience and land adjoining delineated on the said Plan No. 1A and thereon edged blue and marked with the letter F as the same is now held by the Council on lease from the Vendor.

10.—(A) All those seven plots or open spaces of land situate in the urban district of Tavistock and edged yellow upon the plans numbered 1A and B and distinguished as follows:—

- (1) A plantation (Plan 1A) situate near and south of Vigo Bridge and on the north side of the Great Western Railway and known as Vigo Bridge Plantation :
- (2) A strip of land (Plan 1A) on the north east side of Abbey Bridge bounded on the north west by the River Tavy and on the south east by Dolvin Road :
- (3) A smaller strip of land (Plan 1A) on the north east side of Abbey Bridge bounded on the south east by the River Tavy and on the north west by New Market Road :
- (4) An embankment and roadway on the south east side of the River Tavy and extending from Abbey Bridge to the inclosure numbered 275 on the said Plan No. 1B :
- (5) A plot of land (Plan 1B) near and to the south of Abbey Bridge adjoining the road to the Great Western Railway Company's goods station :
- (6) A small shrubbery (Plan 1B) between No. 27 West Street and the path leading from West Street to Chapel Street :
- (7) All the interest (if any) of the Vendor in a strip of land (Plan 1A) between Drake Road and Taylor Square on the north side of and adjoining the viaduct belonging to the Plymouth Devonport and South Western Junction Railway Company but subject to a right of way for all purposes thereover for all persons interested in any adjoining or neighbouring property and all other persons having or claiming any right of way thereover.

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(B)—(1) The open space of land in the front of the Guildhall and bounded on the north west by Bedford Square and the west and south west by Abbey Place and the east partly by New Market Road and partly by the Guildhall edged yellow on Plan No. 1A and marked O subject to all rights of way existing thereover and the Council shall in its conveyance covenant with the Vendor and his sequels in title that the said open space shall never be used for any purposes of a fair or similar purpose.

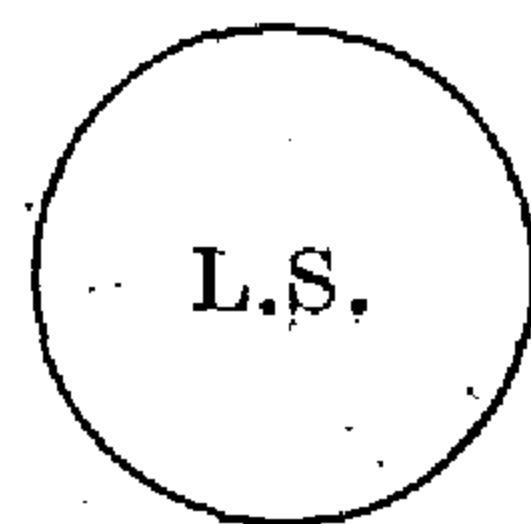
(2) The public urinal in New Market Road edged blue on Plan No. 1A and marked N.

As witness the hand and seal of the Vendor and the seal of the Council the day and year first above written.

Signed sealed and delivered by the above-named Herbrand 11th Duke of Bedford } BEDFORD
in the presence of

ROBT. R. HINGE

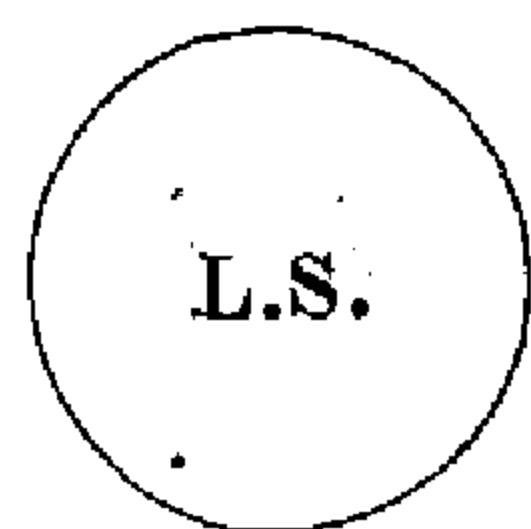
Fairview Aspley Heath Woburn Sands



The common seal of the urban district council of Tavistock was affixed hereto }
in the presence of

R. D. DOBLE Chairman

E. WARRAN Clerk.



THE SECOND SCHEDULE.

FORM OF MORTGAGE.

By virtue of the Tavistock Urban District Council Act 1912 and of other their powers in that behalf them enabling the Tavistock Urban District Council (herein-after referred to as "the Council") in consideration of the sum of _____ pounds paid to the treasurer of the Council by _____ (herein-after referred to as "the mortgagee") do hereby grant and assign unto the mortgagee [his] executors administrators and assigns such proportion of the revenues of the Council in the said Act defined as the said sum so paid doth or shall bear to the whole sum which

is or shall be charged on the said revenues To hold unto the mort- A.D. 1912.
gagee [his] executors administrators and assigns from the day of the
date of these presents until the said sum of
pounds shall be fully paid and satisfied with interest for the same
(subject as herein-after provided) at the rate of per centum
per annum from the day of one thousand
nine hundred and until payment of the said principal sum
such interest to be paid half-yearly on the day of
and the day of
in each year And it is hereby agreed that the said principal sum
of pounds shall be repaid at the offices of the
Council in the said district [(subject as herein-after provided) on the
day of one thousand nine hundred
and] [by]:

Provided always and it is hereby agreed and declared that the
before-mentioned time for repayment may be extended to such subse-
quent day or days and upon any such extension the before-mentioned
rate of interest may be altered to such other rate or rates of interest
as shall from time to time be agreed upon and mentioned in an
endorsement to be made hereon under the hand of the chairman and
clerk of the Council for the time being respectively and that upon
any such endorsement being made whether relating to extension of
time only or to extension of time with alteration of rate of interest
the provisions thereof shall be incorporated herewith and shall operate
and take effect as though they had been originally inserted herein.

In witness whereof the Council have caused their common seal to
be hereunto affixed this day of one
thousand nine hundred and

THE ENDORSEMENT WITHIN REFERRED TO.

The within-named consenting
the within-mentioned time for repayment of the within-mentioned
principal sum of is hereby extended
to the day of one thousand nine
hundred and [and the interest to be paid thereon on and from
the day of one thousand nine hundred and
is hereby declared to be at the rate of per
centum per annum].

Dated this day of one thousand
nine hundred and

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FORM OF TRANSFER OF MORTGAGE.

I [the within-named]
[of _____] in consideration of the
sum of _____ pounds paid
to me by _____ of
(herein-after referred to as "the transferee") do hereby transfer to the
transferee [his] executors administrators and assigns [the within-written
security] [the mortgage number _____ of the revenues of
the Tavistock Urban District Council bearing date the
day of _____] and all my right and interest under the
same subject to the several conditions on which I hold the same at
the time of the execution hereof and I the transferee for myself my
executors administrators and assigns do hereby agree to take the said
mortgage security subject to the same conditions.

Dated this _____ day of _____ one thousand
nine hundred and _____

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