



CHAPTER ii.

An Act to confirm a Provisional Order of the Minister of Health relating to the borough of Weston-super-Mare. [10th December 1945.]

WHEREAS under the provisions of the Public Health Act 1875 the Minister of Health has made a Provisional Order which needs confirmation by Parliament:

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

1. The Order of the Minister of Health which is set out in the schedule to this Act is hereby confirmed and shall have full validity and force. Order in schedule confirmed.
2. This Act shall be deemed to have been passed before the coming into operation of the Water Act 1945. Saving for Water Act 1945. 8 & 9 Geo. 6. c. 42.
3. Paragraph (d) of subsection (2) and subsection (4) of section one of the Emergency Powers (Defence) Act 1939 as amended by subsection (2) of section one of the Emergency Powers (Defence) Act 1940 shall have effect as if this Act had been passed before the commencement of the last-mentioned Act. Saving of Emergency Powers. 2 & 3 Geo. 6. c. 62. 3 & 4 Geo. 6. c. 20.
4. This Act may be cited as the Ministry of Health Provisional Order Confirmation (Weston-super-Mare) Act 1945. Short title.

SCHEDULE.

BOROUGH OF WESTON-SUPER-MARE.

Provisional Order altering a local Act.

WHEREAS the mayor aldermen and burgesses of the borough of Weston-super-Mare acting by the council (in this Order called "the corporation") carry on a water undertaking and supply water within certain limits in pursuance of the Weston-super-Mare Improvement Commissioners Water Act 1878 as amended by certain local Acts and by a Provisional Order which was confirmed by Parliament;

41 & 42 Vict.
c. clxxxv.

And whereas the corporation have applied to the Minister of Health for the issue of a Provisional Order to amend the said Acts and Order in the manner following:

Now therefore the Minister of Health in pursuance of the powers given to him by sections 297 and 303 of the Public Health Act 1875 and of all other powers enabling him in that behalf hereby orders as follows:—

Short title and commencement.

1. This Order may be cited as the Weston-super-Mare Order 1945 and shall come into operation on the date of the Act of Parliament confirming it.

Interpretation.

2. In this Order unless the context otherwise requires—

"the local Act" means the Weston-super-Mare Improvement Commissioners Water Act 1878 as amended by the Weston-super-Mare Improvement Act 1887 the Weston-super-Mare Order 1911 as confirmed by the Local Government Board's Provisional Orders Confirmation (No. 3) Act 1911 the Weston-super-Mare Urban District Council Act 1914 the Weston-super-Mare Water (Modification of Charges) Order 1924 and the Weston-super-Mare Urban District Council Act 1934;

"the borough" means the borough of Weston-super-Mare;

"the water limits" means the limits within which the corporation are authorised by the local Act to supply water;

"the added area" means the area added to the water limits by this Order;

"the transferred works" means the buildings wells tank mains pipes and other waterworks described in the first schedule to the agreement set forth in the schedule to this Order;

"the water undertaking" means the water undertaking of the corporation under the local Act as amended by this Order.

Extension of water limits.

3.—(1) The water limits shall be extended so as to include that part of the borough which is not within those limits.

(2) Subject to the provisions of this Order the corporation for the purposes of the supply of water within the added area may exercise the powers which they are authorised to exercise by and shall be subject to the obligations to which they are subject under the local Act within the water limits.

4. The purchase by the corporation by agreement of a piece or parcel of land 94 square yards in area or thereabouts situate in the parish of Bleadon in the rural district of Axbridge being part of the enclosure numbered 602 on the 1/2500 ordnance map Somerset (1936 edition) sheet XVI.8 is hereby sanctioned and confirmed. Confirmation of purchase of land.

5.—(1) The construction by the corporation of the existing works described in subsection (2) of this section together with all incidental and ancillary works and apparatus is hereby sanctioned and confirmed. Confirmation of construction of certain existing works.

(2) The existing works sanctioned and confirmed by subsection (1) of this section are as follows:—

Work No. 1 A reservoir or tank in the parish of Bleadon in the rural district of Axbridge situate in the land described in section 4 (Confirmation of purchase of land) of this Order ;

Work No. 2 So much of a line or lines of pipes commencing at Work No. 1 and terminating at the Uphill pumping station of the corporation as is situate partly in the added area and partly in the said parish of Bleadon.

6.—(1) The agreement dated the thirty-first day of October one thousand nine hundred and forty-four made between Dorothy Grace Lance of the one part and the mayor aldermen and burgesses of the borough of Weston-super-Mare of the other part which as modified is set out in the schedule to this Order is hereby confirmed and made binding on the parties thereto and effect shall be given thereto accordingly. Confirmation of scheduled agreement.

(2) The provision of the moneys payable by the corporation under the said agreement and of the legal expenses of the said Dorothy Grace Lance thereunder shall be purposes for which the corporation are authorised to borrow.

7. The corporation may pump collect take use and appropriate for the purposes of the water undertaking all water which will or may be taken by means of the wells comprised in the transferred works. Power to take water.

8. The corporation may maintain and from time to time improve renew alter extend enlarge or discontinue all or any of the transferred works and the works the construction of which is sanctioned and confirmed by this Order. Power to maintain etc. waterworks.

9. The transferred works and the works and land the construction and purchase respectively of which are sanctioned and confirmed by this Order shall for all purposes be deemed to be part of the water undertaking and any reference in the local Act to the water undertaking shall be construed accordingly. Additional works and land to form part of water undertaking.

SCHEDULE.

AN AGREEMENT made the Thirty-first day of October One thousand nine hundred and forty-four between DOROTHY GRACE LANCE of Westbrook Flax Bourton Near Bristol Widow (hereinafter called "the Vendor") of the one part and THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF WESTON-SUPER-MARE (hereinafter called "the Corporation") of the other part.

1. The Vendor agrees to sell and the Corporation agrees to purchase for the sum of one thousand pounds the property rights easements and privileges described in the First Schedule hereto the physical property referred to in such schedule being hereinafter referred to where the context so admits as the pipes and mains.

2. This Agreement shall be deemed to incorporate the General Conditions of Sale of the Somerset Law Society so far as the same are not varied by or inconsistent with this Agreement.

3. The purchase shall be completed at the office of Smiths Ford & Company the Vendor's solicitors at Grove Chambers Weston-super-Mare within one month of the confirmation by Parliament of a Provisional Order confirming this Agreement and empowering the Corporation to maintain and use the purchased waterworks as part of their undertaking and extending their limits of supply of water so that they may supply within that portion of the Parish of Bleadon which was taken out of the Rural District of Axbridge and added to the said borough by the Somerset Review Order 1933.

4. The Vendor is selling as tenant for life.

5. The Title as to the property numbered 1 & 2 in the First Schedule hereto shall commence with a Conveyance on Sale made the Twenty-sixth day of March One thousand nine hundred and twenty-three between John Beardsall Lee of the one part and Henry Joseph Lance of the other part and as to the property numbered 3 in the said First Schedule shall commence with a Conveyance on sale made the twenty-ninth day of September One thousand nine hundred and twenty-six between Ernest Edward Baker and Charles George Nantes of the one part and Henry Joseph Lance of the other part.

6. The Vendor shall not be required to deduce the title to the various lands under which pipes and mains are laid but in the case of pipes and mains laid under the lands of the late H. J. Lance shall if so required by the Corporation produce the title deeds relating to such lands in verification of the right of the late Henry Joseph Lance to lay such pipes and mains and of the title of his executors to grant the easements hereinafter provided for.

7. The property shall as from the date of the signing of this contract be at the sole risk of the Vendor as regards damage by enemy action or acts of His Majesty's Forces or His Allies Provided that if and when the purchase is completed the Corporation will refund to the Vendor the cost of any insurance premiums paid in respect thereof or attributable thereto since the date of the signing of this Agreement it being agreed that on completion of the said purchase the benefit of

all works carried out or compensation paid by the War Damage Commission to or receivable by the Vendor shall be paid over by her to the Corporation beyond which no abatement of the purchase money or other compensation shall be allowed or paid by the Vendor.

8. The Vendor shall grant to the Corporation easements to retain in perpetuity in the lands of the Vendor subject to determination as referred to in Clause 9 hereof the mains pipes plant appliances and other apparatus referred to in the First Schedule hereto and hereby agreed to be sold with rights of access thereto to repair cleanse and renew the same or any of them the Corporation doing as little damage as possible and making good to the Vendor and her tenants any damage done or paying compensation therefor such damage and compensation in case of dispute to be assessed by a single Arbitrator if agreed or failing Agreement by two Arbitrators one to be appointed by each party and in either case in accordance with the Arbitration Acts 1889 and 1934.

9. Should the Corporation at any time abandon otherwise than in the course of renewal or replacement the use of any pipes or mains included in this sale whether they shall remove such pipes and mains or not all easements in respect thereof and rights of access thereto shall thenceforth cease.

10. The Corporation shall unless the same shall have been abandoned in accordance with Clause 9 hereof keep all pipes and mains laid in the Vendor's land in good repair and condition so as to avoid damage by flooding or otherwise and shall also repair so far as damage or injury by the Corporation or its servants or Agents is concerned any gates stiles fences or means of access to the property hereby agreed to be sold.

11. The sale hereby made is subject to the rights (if any) of tenants of the Vendor in occupation of lands through which any pipes and mains are laid or over which any rights of access are granted.

12. The Vendor's predecessor in title connected to the water system drinking troughs for cattle in his adjoining lands The Corporation shall continue to supply water to such drinking troughs as heretofore (except that they shall not be required to supply water thereto free of charge) or alternatively shall provide other and adequate supplies.

13. Four houses of the Vendor namely " West View " and " Yeolands " situate in Totterdown Lane and " Little Croft " and " Kinnoull " situate in Purn Road are supplied by the water system hereby agreed to be sold The Corporation shall continue to supply these properties as heretofore at charges not exceeding their statutory charges which they are by law from time to time authorised to charge.

14. The Vendor has hitherto supplied water to consumers who fall into four categories namely :—

(a) Consumers who take water under the terms of covenants contained in Conveyances by the late Henry Joseph Lance.

(b) Consumers who have entered into agreements under seal that the water charges shall be charged upon and issuing out of their respective properties.

(c) Consumers who have signed terminable agreements.

(d) Consumers who are supplied under no effective written agreements.

All Agreements in the possession of the Vendor shall be produced to the Corporation and delivered up on completion of the sale no question shall be raised as to their validity or sufficiency in any respect but they shall be accepted by the Corporation as they now subsist. A list of the said agreements is set forth in the second schedule hereto. The Vendor has no duplicate deeds in cases where the late Henry Joseph Lance conveyed plots of land and imposed covenants in respect of the water supply upon the purchasers and shall not be required to produce or abstract the original Grants. The Vendor shall not be required to deduce the devolution of the benefit or burden of any such covenant or agreement to the present consumer nor shall the Corporation require any further evidence of such devolution than a list of water rents payable verified if required by a Statutory Declaration of the Vendor that she has been collecting the rents in accordance with such list.

15. The Vendor shall not be required to show a title or evidence of title to any easement for the maintenance of mains and pipes where laid under land of third parties or any evidence of permission to lay and maintain pipes and mains under public roads save and except such evidence if any as may be in the Vendor's possession and a Statutory Declaration that such rights easements privileges or permission have been enjoyed from the date when such pipes and mains were laid without interruption or dispute.

15a. The benefit of any easement for the laying and maintenance of water mains pipes and services laid under land of third parties together with all other rights powers and privileges enuring to the Vendor in respect of the water supply undertaking hereby agreed to be sold shall on completion of the purchase be transferred and held to be transferred by the Vendor to the Corporation.

16. Should the Vendor or her successors in title in course of development of the Vendor's lands under which any pipes and mains are laid or over which any right of access is conferred under this Agreement require to divert such pipes and mains or means of access and of such desire shall give to the Corporation one calendar month's notice in writing the Corporation shall thereafter at the expense of the Vendor proceed with and carry out such diversion provided that an alternative site for the said pipes and mains or of access not less convenient to the Corporation shall be reasonably available and the same shall be made good in all respects by the Corporation the reasonable cost thereof to be borne by the Vendor together with the costs and expenses of and incidental to the acquisition of any easement and of any lump sum or other payment arising out of such diversion the alternative line of pipes and mains or access as the case may be to be determined in cases of dispute by an agreed independent Surveyor or failing agreement by a Surveyor to be nominated by the President for the time being of the Surveyor's Institution such Surveyor's fees to be borne by the parties in equal shares.

17. The Vendor shall assign to the Corporation the benefit of all subsisting covenants agreements and licences relating to the supply of water or the use and maintenance of pipes and mains and shall at

all times if called upon by the Corporation permit the use of the Vendor's name for the enforcement of such covenants and agreements on having from the Corporation a sufficient indemnity in respect of all costs charges and expenses.

18. The Vendor shall be entitled to the water charges to the day of the actual completion of the purchase and such charges shall (if necessary) be apportioned between the Vendor and the Corporation to the date of completion and the proportion due to the Vendor shall be paid on completion together with the purchase money.

19. The Vendor shall not be deemed to warrant the quality or purity of the water or its fitness for human consumption nor the adequacy or continuance of the supply.

20. The Conveyance to the Corporation shall be so framed as to give full effect to all the provisions of this Agreement.

21. The Vendor's costs of the preparation and completion of this Agreement and of deducing the Vendor's title and carrying out and completing the sale and all deeds instruments or acts which may be necessary or proper for carrying this Agreement into effect shall be borne and paid by the Corporation in accordance with Schedule 2 of The Solicitors Remuneration Order 1882 with the benefit of all prescribed increases.

22. The Corporation shall forthwith after the signing of this Agreement apply for a Provisional Order confirming this Agreement and empowering them to maintain and use the purchased waterworks as part of their undertaking and extending their limits of water supply for that purpose and in the event of such Provisional Order not being granted or if granted not being confirmed by Parliament this Agreement shall be null and void save and except that the Corporation shall pay to the Vendor all costs charges and expenses of and incident to this Agreement and steps taken pursuant thereto.

23. The Vendor shall as from the date of the completion of the purchase cease to supply water to any premises whatsoever within the Borough of Weston-super-Mare.

As witness the hand and Seal of the Vendor and the Common Seal of the Corporation the day and year first before written.

The FIRST SCHEDULE hereinbefore referred to.

1. A well of water and pump house pump and equipment and the enclosure surrounding the same situate in Ordnance Number 970 near to the northern end of Totterdown Lane in the Borough of Weston-super-Mare.

2. A pump house pump and equipment and the enclosure surrounding the same situate in Ordnance Number 937 and two wells of water situate in Ordnance Number 936 near to the pump house at Totterdown aforesaid.

3. A Reservoir and the enclosure surrounding the same situate on Oldmixon Hill in the Parish of Bleadon in Ordnance Number 979.

4. A stand pipe situate at the South West corner of Parsons Estate at Bleadon Hill.

5. The mains and pipes connected with the said wells and pumping stations for connecting the water supply to the said reservoir and to fittings of the consumers the pipes and mains hereby agreed to be sold

extending to and including the stop tap outside the premises of each consumer the pipes and fittings on the consumers side of the stop tap being the property of the consumer and not included in the sale.

6. Rights of access to the said pipes and mains and pumping station over the adjoining land of the Vendor as now used by the Vendor (subject nevertheless to the rights of the Vendor's tenants) the Corporation in the enjoyment of such rights of access doing no unnecessary damage and restoring any damage done and making compensation to the Vendor or her tenants as the case may require.

7. The benefit of all existing covenants agreements and licences—

(a) For the maintenance of pipes and mains under lands of other owners and public roads.

(b) For the supply of water to consumers.

The SECOND SCHEDULE above referred to.

SCHEDULE OF CONSUMERS.

PART I.—RENTS SECURED BY A RENTCHARGE RESERVED IN THE GRANT OF THE SITE.

Property supplied.	Water Rent.			Present payer.
	£	s.	d.	
Darjeeling Purn Road	6	13	0	G. W. Harrison
High Tide (formerly "The Nook")...	6	13	0	S. Hayward
Dunwood Totterdown Lane	5	12	0	Denning
Warleigh Totterdown Lane	5	8	0	Mrs. E. J. Copplestone
Green Gates Totterdown Lane	5	12	0	G. J. Davies
Royston Totterdown Lane	4	0	0	Mrs. A. Adams
Hilorchard (formerly Hilro)	5	12	0	F. J. Rouse
Channel View Totterdown Lane	5	12	0	Mrs. J. S. Martin
Windy Meade Totterdown Lane	5	12	0	Mrs. Mottram
Highmead Bleadon Hill	5	12	0	Mr. F. E. Thorne
Cheylesmore Bleadon Hill	5	8	0	F. W. Shearmur
Arlesheim Bleadon Hill	5	8	0	F. J. Cossens
The Stores Bleadon Hill		14	0	Harvey
Caprice Bleadon Hill	5	12	0	E. M. Sutton
Montreux Bleadon Hill	5	12	0	J. Cox

PART 2.—RENTS RESERVED AS RENTCHARGES BY AGREEMENT UNDER SEAL.

Property supplied.	Water Rent.			Present payer.
	£	s.	d.	
Purnwood Purn Road	6	13	0	C. Ellis
Rathcoole Purn Road	6	13	0	W. W. Birtill
Beachmont Purn Road	6	13	0	J. Patterson
Robinsmead Totterdown Lane	6	8	0	F. Bateman
Tor View Bleadon Hill	4	12	0	Miss O. Rodway
Sunny Cot Bleadon Hill	4	18	0	The Misses J. and M. Harris
Brean View Bleadon Hill	4	18	0	Mrs. J. M. Colbourne
Ottawa Bleadon Hill	5	12	0	Mr. Burnham
Bayhead formerly Chychoose	6	13	0	A. F. Peters
Homeleigh formerly Chisleacre Bleadon Hill	5	12	0	Miss Humphries
Morlock Lodge Bleadon Hill	6	13	0	Mrs. Phyllis Vowles
Purn Side Purn Road	6	13	0	Mrs. W. J. Hawkins

PART 3.—RENTS PAID ON TERMINABLE TENANCIES OR IN RESPECT OF
WHICH NO WRITTEN AGREEMENTS EXIST.

Property supplied.	Water Rent.			Present payer.
	£	s.	d.	
St. Levan Totterdown Lane ...	5	8	0	Miss G. M. Stickland
Quest Bleadon Hill ...	6	13	0	N. J. Raynes
Arway Totterdown Lane ...	5	12	0	Mrs. Jack Benn
Lucerne Totterdown Lane ...	5	12	0	H. J. Lester
Weldbank Totterdown Lane ...	5	12	0	Mrs. Drakeford
Windyridge Bleadon Hill ...	4	14	0	Mrs. R. A. Wreford
Moorlands Bleadon Hill ...	5	12	0	Mrs. Jackson
Rosemont Bleadon Hill ...	1	0	0	A. B. Cutter
Rosewood Bleadon Hill ...	5	12	0	R. E. Cowen
The Paddocks Totterdown ...	5	12	0	W. S. Mare Borough Council
West Wynd Bleadon Hill ...	5	12	0	Mrs. Norman Wills
The Homestead Bleadon Hill ...	5	8	0	Mr. Green

PART 4.—VENDOR'S TENANTS.

	Water Rent.			
	£	s.	d.	
Kinnoull Purn Road ...	6	13	0	Mr. Tullock
Little Croft Purn Road ...	6	13	0	F. J. Arnold
West View Totterdown Lane ...	5	12	0	C. E. Baker
Yeolands Totterdown Lane ...	4	0	0	Miss Board

The Common Seal of THE MAYOR
ALDERMEN AND BURGESSES of the
BOROUGH OF WESTON-SUPER-MARE
was hereunto affixed in the presence
of—

L. S.

(Signed) P. E. CULLING.
Mayor.

(Signed) JOHN C. KITCHIN.
Town Clerk.

Signed sealed and delivered by the
before named DOROTHY GRACE
LANCE in the presence of—

D. G. LANCE.

L. S.

A. ROGERS FORD
Solicitor
Weston-super-Mare.

Ch. ii. *Ministry of Health Provisional* 9 GEO. 6.
Order Confirmation (Weston-super-Mare) Act, 1945.

To be purchased directly from H.M. STATIONERY OFFICE at the following addresses:
York House, Kingsway, London, W.C.2; 13a Castle Street, Edinburgh 2;
39-41 King Street, Manchester 2; 1 St. Andrew's Crescent, Cardiff;
80 Chichester Street, Belfast;
or through any bookseller

Price 4d. net

(P. 3892)