

ANNO VICESIMO & VICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. xlv.

An Act for better supplying with Water the
Inhabitants of the Borough of *Portsmouth* in the
County of *Southampton*. [13th July 1857.]

WHEREAS by an Act passed in the Fourteenth Year of the
Reign of King *George* the Second, and intituled *An Act* 14 G. 2.
c. xliii.
for enabling Thomas Smith Esquire, Lord of the Manor
of Farlington in the County of Southampton, to supply the Town of
Portsmouth and Parts adjacent with good and wholesome Water at his
own proper Costs and Charges, Thomas Smith Esquire, Lord of the
Manor of Farlington in the County of Southampton, his Heirs and
Assigns, were authorized and empowered to convey Water from
certain Springs arising on his Estate at Farlington by Pipes to
and through the Town of Portsmouth, and through every Street
and Lane and Alley thereof, to the Extremity of a Street called
“the Point,” and by and through certain Streets and Buildings called
“the Common,” lying near to the said Town: And whereas the
Company of Proprietors of the Portsmouth and Farlington Water-
works, Limited (herein-after called “the Farlington Company”),
being or claiming to be the Assigns of the said Thomas Smith, and
entitled to the Benefit of the recited Act, have made and maintained
Waterworks, and by means thereof supply Water to some Parts of
the Borough of Portsmouth, but those Waterworks are not sufficient
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adequately to supply Water to all Parts of the same: And whereas the Population of the Borough of *Portsmouth* has of late Years greatly increased: And whereas it is expedient to increase and improve the Supply of Water to the Borough of *Portsmouth*, and to extend such increased and improved Supply to the whole of the Borough of *Portsmouth*, and to the Shipping in the Harbour of *Portsmouth*: And whereas the Parties herein-after named, and others, are willing to furnish such improved and extended Supply, and are desirous of being incorporated into a Company for that Purpose: And whereas it is expedient that the Waterworks, Buildings, and Plant of the *Farlington* Company should be transferred to and vested in the proposed Company, and that the proposed Company should be authorized to maintain the Waterworks of the *Farlington* Company, and to make and maintain the new Works by this Act authorized: And whereas an Agreement, of which a Copy is given in the Schedule to this Act, has been made between the *Farlington* Company and the Promoters of this Act for the Sale and Transfer of the Waterworks and Property of the *Farlington* Company to the Company, and it is expedient that the Agreement be confirmed and carried into effect: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title. I. In citing this Act for any Purpose it shall be sufficient to use the Expression "*Borough of Portsmouth Waterworks Act, 1857.*"

Limits of Act. II. The Limits of this Act for the Supply of Water by the Company shall be the Borough of *Portsmouth* and the Harbour there.

8 & 9 Vict. cc. 16. & 18., and 10 & 11 Vict. c. 17. incorporated. III. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Waterworks Clauses Act, 1847," (save in so far as the Provisions of those Acts are varied or excepted by this Act,) shall be incorporated with this Act.

Meanings of Expressions in Acts incorporated therewith. IV. For the Purposes of this Act, the Expression "the Undertaking" in "The Companies Clauses Consolidation Act, 1845," shall mean the Waterworks by this Act authorized to be maintained and made respectively; and the following Expressions in "The Waterworks Clauses Act, 1847," respectively, shall mean as follow, (to wit,) "the Undertaking" shall mean the Waterworks by this Act authorized to be maintained and made respectively; "the Undertakers" shall

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shall mean the Company; and "Quarter Sessions" shall mean the Quarter Sessions for the Borough of *Portsmouth* holden at *Portsmouth*.

V. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned, shall have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction. Same Meanings to Words in General Acts and this Act.

VI. *Benjamin Bramble, William Collins Engledue, George Carter Evelegh, George Preston Vallancey, Edwin Galt, James Dennison, John Martin, and Joseph James Galt,* and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking by this Act authorized, and their Executors, Administrators, Successors, and Assigns respectively, shall be and they are hereby united and incorporated into a Company for the Purpose of supplying with Water the Inhabitants, Buildings, Lands, and Shipping within the Limits of this Act, and for maintaining and making Waterworks for that Purpose, together with all proper Works and Conveniences connected therewith, according to the Provisions and for the Purposes of this Act, by and under the Name of "The Borough of *Portsmouth* Waterworks Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall and may sue and be sued, and shall have Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes of, but subject to the Restrictions of this Act. Incorporation of Company.

VII. The Share Capital of the Company shall be Eighty thousand Pounds. Capital.

VIII. The Number of Shares into which the said Capital shall be divided shall be Eight thousand, and the Amount of each Share shall be Ten Pounds. Shares.

IX. Two Pounds Ten Shillings *per* Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders, and Three Months at the least shall intervene between the making of any Two successive Calls, and not more than Three Fourths of the Amount of a Share shall be called up in any One Year. Calls.

X. If any Money be payable to any Shareholder, being a Minor, Idiot, or Lunatic, the Receipt of his respective Guardian or Committee shall be a sufficient Discharge to the Company for the same. Receipts for disqualified Persons.

XI. All

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Place of Meetings of Shareholders.

XI. All Meetings of Shareholders, whether Ordinary or Extraordinary, shall be held within the Borough of *Portsmouth*, or within Five Miles of the Limits thereof.

Scale of voting.

XII. The Scale according to which Shareholders may vote in respect of their Shares shall be as follows ;

For One Share, One Vote ;

For any greater Number of Shares than One, and up to and inclusive of Three, Two Votes ;

For any greater Number of Shares than Three, and up to and inclusive of Five, Three Votes ;

For any greater Number of Shares than Five, and up to and inclusive of Eight, Four Votes ;

For any greater Number of Shares than Eight, and up to and inclusive of Ten, Five Votes ;

For every additional Five Shares beyond Ten, and up to Forty, One Vote ; and

For Forty Shares or upwards, Twenty Votes.

Power to borrow on Mortgage.

XIII. And whereas the Capital of the *Farlington* Company is Forty-two thousand Pounds, the whole of which has been paid up : Therefore, when and so soon as the Company shall have paid or satisfied to the *Farlington* Company the Sum of Forty-two thousand Pounds, as herein-after mentioned, the Company may borrow on Mortgage or Bond any Sums of Money not exceeding in the whole the Sum of Ten thousand Pounds ; and when the whole of the Eighty thousand Pounds Share Capital of the Company shall have been subscribed for, and the Company shall have paid or satisfied to the *Farlington* Company the Sum of Forty-two thousand Pounds, as herein-after mentioned, the Company may borrow on Mortgage or Bond any further Sums not exceeding in the whole, together with the Sums previously borrowed by them, the Sum of Twenty thousand Pounds.

Separate Mortgages may be made.

XIV. Any Mortgage may be made to embrace the Undertaking of the Company, together with the Water Rates of the Company, and the future Calls on Shareholders, or the Undertaking of the Company only, or the Water Rates of the Company only, or the future Calls on Shareholders only.

Arrears may be enforced by Appointment of Receiver.

XV. The Mortgagees of the Company may enforce the Payment of the Arrears of Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver shall be Five thousand Pounds.

Application of Moneys.

XVI. All Moneys raised by Shares or borrowing under the Powers of this Act shall be applicable only to the Purposes by this Act authorized, and to no other Purpose.

XVII. The

Borough of Portsmouth Waterworks Act, 1857.

XVII. The Subscription Contract which, pursuant to the Standing Orders of Parliament, was entered into with respect to the Undertaking authorized by this Act previously to the Commencement of the last Session of Parliament, shall be as valid and shall be construed as if this Act had been passed in the said last Session.

Subscription Contract to be valid.

XVIII. Subject to the Provisions herein contained for reducing their Number, the Number of Directors shall be Ten, and not less than One Half of the Directors, of whom the Chairman shall be One, shall be resident Inhabitants within or within Seven Miles of the Limits of the Borough of *Portsmouth*; and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares at least in the Undertaking: Provided always, that if at any Time there shall be a less Number of Shareholders than Eight qualified and willing to act as Directors, and of which Number less than Four shall be resident within or within Seven Miles of the Limits of the Borough of *Portsmouth*, then and in such Case the Qualification of a Director shall be the Possession in his own Right of Twenty-five Shares at least in the Undertaking.

Number and Qualification of Directors.

XIX. The Company may from Time to Time reduce the Number of Directors, but the whole Number of Directors after any such Reduction as aforesaid shall not be less than Five.

Power to reduce the Number of Directors.

XX. *Benjamin Bramble, William Collins Engledue, George Carter Eveleigh, George Preston Vallancey, Edwin Galt, James Dennison, John Martin, and Joseph James Galt* shall be the First Directors of the Company, and they shall continue in Office until the First Ordinary Meeting of the Company held after the passing of this Act; and in connexion with this Act, the Eighty-third and subsequent Sections of "The Companies Clauses Consolidation Act, 1845," shall be read and construed as if in that Eighty-third Section the Words "First Ordinary Meeting to be held after the passing of the Special Act," were substituted for the Words "First Ordinary Meeting to be held in the Year next after that in which the Special Act shall be passed."

First Directors.

XXI. Any Contract made between the Company and the Town Commissioners under this Act shall not disqualify any of the Town Commissioners for the Office of Director.

Town Commissioners not disqualified to be Directors.

XXII. The Quorum of a Meeting of Directors shall be Three.

Quorum of Directors.

XXIII. The Quorum of any Committee appointed by the Directors shall be Three.

Quorum of Committees.

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XXIV. The

Borough of Portsmouth Waterworks Act, 1857.

Recited Agreement confirmed.

XXIV. The recited Agreement, of which a Copy is given in the Schedule to this Act, is by this Act confirmed, and shall be binding on the *Farlington* Company and the Company respectively, and shall be carried into effect accordingly.

Transfer of Waterworks of Farlington Company to the Company.

XXV. On Payment by the Company to the *Farlington* Company, within Eighteen Months after the passing of this Act, of the Sum of Forty-two thousand Pounds, the *Farlington* Company shall convey to the Company all the Waterworks, Reservoirs, Streams, Springs, Waters, Mains, Pipes, Engines, Machinery, Plant, Apparatus, Works, Conveniences, Messuages, Buildings, Lands, Hereditaments, Estates, Rights, Interests, Easements, and Privileges by the recited Agreement contracted to be sold and conveyed by the *Farlington* Company to the Company, with the Rights, Members, and Appurtenances, and thenceforth the Company may, subject to the Provisions of this Act, maintain and repair or discontinue the said Waterworks so transferred to and vested in them, and all Works and Conveniences connected therewith, and may take and supply Water from all Sources from which, but for the passing of this Act, the *Farlington* Company would be entitled to take and supply the same.

Dissolution of Farlington Company.

XXVI. So soon after the Payment of the Sum of Forty-two thousand Pounds by the Company to the *Farlington* Company as is practicable, the *Farlington* Company shall pay and discharge all their Debts and Liabilities, and shall then distribute their net Assets rateably among their Shareholders, according to their respective Interests in the Undertaking, and the Affairs of that Company shall be finally wound up, and thereupon that Company shall be dissolved and wholly cease to exist.

Notice of Distribution of Assets of Farlington Company.

XXVII. In order to such Distribution of net Assets the *Farlington* Company shall, whenever they are ready to make any such Distribution, give Notice thereof by Advertisement in each of Three successive Weeks in the *London Gazette*, and in (at least) one *London* daily Morning Newspaper, and also in a Newspaper published or circulated in *Portsmouth*, and also by a Circular Letter to their Shareholders, either according to their Addresses as they appear on the Register of Shareholders, or at their last known or usual Place of Abode, and by such Advertisements and Circulars shall specify the Places and Times at which such Distribution will be made.

Recited Act 14 G. 2. c. xliii. as to the Farlington Company repealed.

XXVIII. On and after the Transfer of the Waterworks of the *Farlington* Company to the Company, the said recited Act of the Fourteenth Year of King *George* the Second shall be and is by this Act, but subject to the Provisions thereof, repealed.

XXIX. Not-

Borough of Portsmouth Waterworks Act, 1857.

XXIX. Notwithstanding the Repeal of that Act, all Conveyances, Leases, Deeds, Appointments, Contracts, and Agreements made or entered into before such Repeal, to, with, in favour of, or by, or for or on behalf of the *Farlington* Company, or any Person on their Behalf, shall be and remain as good, valid, and effectual in favour of, against, and with reference to the Company, and may be proceeded on and enforced in the same Manner, to all Intents and Purposes, as if the Company, instead of the *Farlington* Company or such Person, had been Party to and executed the same, or had been named or referred to therein.

Conveyances, &c. to remain.

XXX. Notwithstanding such Repeal, any Action, Suit, Prosecution, or other Proceeding whatsoever, commenced either by or against the *Farlington* Company before such Repeal, shall not abate or be discontinued or prejudicially affected by such Repeal, but on the contrary shall continue and take effect, both in favour of and against the *Farlington* Company, in the same Manner, to all Intents and Purposes, as if such Repeal had not happened.

Actions, &c. not to abate.

XXXI. Notwithstanding such Repeal, all Persons who immediately before such Repeal shall owe any Money to the *Farlington* Company, or to any Person on their Behalf, shall pay the same, with all Interest (if any) due or to accrue due for the same, to the *Farlington* Company; and all Debts and Moneys which immediately before such Repeal shall be due or owing by or recoverable from the *Farlington* Company, or for the Payment whereof the *Farlington* Company shall be or but for this Act would be liable, shall be paid with all Interest (if any) due or to accrue due thereon, by or be recoverable from the *Farlington* Company: Provided always, that any Moneys at the Time of such Repeal due or accruing to the *Farlington* Company for Water Rents and other Profits may, for the Purposes of the recited Agreement, be recovered by the Company, and in order thereto shall be deemed Moneys due to the Company.

Debts due to and by the *Farlington* Company to be paid to and by that Company.

XXXII. Notwithstanding such Repeal, all Books and Writings which, if such Repeal had not happened, would be receivable in Evidence, shall be admitted as Evidence in all Courts of Law and Equity and otherwise.

Books to be Evidence.

XXXIII. Notwithstanding such Transfer and Repeal, and except only as is by this Act otherwise expressly provided, everything before such Transfer and Repeal done, suffered, and confirmed respectively under or by virtue of the repealed Act, shall be as valid as if such Transfer had not been made and such Repeal had not happened; and such Transfer and Repeal, and this Act respectively, shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed

General Saving of Rights.

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confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if such Transfer had not been made and the repealed Act had not been repealed would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively; and with respect to all such Things so done, suffered, and confirmed respectively, and all such Rights, Liabilities, Claims, and Demands, the Company shall to all Intents represent the *Farlington* Company: Provided always, that the Generality of this Provision shall not be restricted by any other of the Clauses and Provisions of this Act.

Power to
make Works
according to
deposited
Plan.

XXXIV. And whereas Plans and Sections of the intended Works of the Company, showing the Situation, Line, and Levels thereof respectively, and also Books of Reference, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands in or through which the same respectively are intended to be made or pass, have been deposited with the Clerk of the Peace for the County of *Southampton*: Therefore, subject to the Provisions and Restrictions in this Act and the incorporated Acts contained, it shall be lawful for the Company to make and maintain the said intended Works in the Lines and Situations, according to the Levels, and upon the Lands delineated on those Plans and Sections, and described in those Books of Reference, and to collect and divert into the intended Reservoirs and Works the Waters of the Springs and Streams called the *Havant Springs* and the *Brockhampton Stream*, and of any other Springs, Brooks, and Streams in the Line of the intended Works, other than any Brook, Stream, or Spring in the Parish of *Bedhampton*, and to enter upon, take, and use such of the Lands aforesaid as the Company may deem necessary for the Purposes of this Act.

Regulating
Mode of car-
rying Main
Pipe across
Hillsea
Creek.

XXXV. The upper Surface of the Main Pipe, where it crosses or will cross the *Hillsea Creek*, shall be placed by the Company at least Sixteen Feet Six Inches below the Level of the ordinary High-water Mark of *Portsmouth Harbour*; and if at any Time hereafter the said Creek be deepened, the said Pipe shall be removed and placed by the Company at such Depth as the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral, shall require, such Requirement to be signified in Writing under the Hand of the Secretary of the Admiralty, and such Pipe shall be removed and placed by the said Company within Three Months from the Time of such Requirement.

Admiralty
may remove
abandoned

XXXVI. If the Main Pipe to be constructed by the Company in, under, over, through, or across the *Hillsea Creek*, or if any Portion of the

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the Main Pipe which affects or may affect such Creek or Access thereto shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly with Costs of Suit.

Pipes at Ex-
pense of
Company.

XXXVII. Provided always, That nothing in this Act or in any of the incorporated Acts contained shall authorize the Company to enter upon, take, or use any of the Lands, or enter upon, alter, or interfere with any of the Works of the *London, Brighton, and South Coast Railway Company*, or the *Brighton and Chichester Railway Company*, without the previous Consent of those Companies respectively, under their Common Seals, for such Purpose first had and obtained.

Saving
Works, &c.
of London
and Bright-
ton and
Brighton
and Chiches-
ter Railway
Companies.

XXXVIII. And whereas the Works by this Act authorized comprise a Pipeway, Cut, or Tunnel which is to be formed and maintained under the Railway belonging to the *London and South-western Railway Company* (herein-after called "the Railway Company") and the *London, Brighton, and South Coast Railway Company*, in the Parishes of *Wymering* and *Widley* in the County of *Southampton*, or One of them, and it is necessary that the said Works shall be constructed and maintained so as not to interfere with the Safety or Convenience of the Traffic upon the same Railway, and so as to cause no Prejudice thereto: Therefore, notwithstanding anything contained in this Act or in any Act incorporated therewith, it shall not be lawful for the Company to enter upon or interfere with the said Railway or any Part thereof, or the Lands and Works thereof or belonging thereto respectively, or to execute any Work whatsoever under or over the same, until after the Company shall have delivered to the Railway Company Plans and Drawings of the Works proposed to be so executed, with Specifications in Writing, describing the proposed Manner of executing the same, and shall have obtained from the principal Engineer of the Railway Company a Certificate under his Hand approving of such Plans, Specifications, and proposed Manner of executing the said Works; and the same shall be executed accordingly, under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of the Railway Company, and in no other Manner without the Consent in Writing of the Railway Company under their Common Seal: Provided always, that in case the principal Engineer of the Railway Company shall not so approve and certify his Approval of the Plans, Drawings, and Specifications furnished by the Company within One Calendar Month after

Provisions
for Protec-
tion of the
London and
South-
western
Railway.

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the same shall have been so delivered, and the Railway Company shall not consent that the Company shall proceed with their proposed Works without such Certificate as aforesaid, then the Company may submit Plans, Drawings, and Specifications of their said proposed Works to the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations for their Approval; and in case the Lords of that Committee shall certify in Writing their Approval thereof, the Company may, notwithstanding anything herein contained, proceed with the Execution of such Works according to such last-mentioned Plans, Drawings, and Specifications, but nevertheless under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of the Railway Company, and subject to the Provisions of this Act.

Not to take the Lands of the London and South-western Railway Company without Consent.

XXXIX. Provided always, That nothing contained in this Act or in any Act incorporated therewith shall authorize the Company to take or enter upon any of the Lands or Grounds belonging to the Railway Company, whether held jointly with any other Company or Person or otherwise, or to alter, vary, or interfere with the Railway of the Railway Company, or any of the Works thereof respectively, further or otherwise than is hereby expressly authorized, without the Consent in Writing under the Common Seal of the Railway Company in every Instance for that Purpose.

Powers of Waterworks Company limited as regards Interference with London and South-western Railway, and Provisions as to Repairs, &c.

XL. Provided always, That notwithstanding anything contained in this Act or in any Act incorporated therewith, it shall not be lawful for the Company, without such Consent of the Railway Company as last aforesaid, to acquire any Right or Property in any of the Lands of the Railway Company, whether held jointly with any other Company or Person, or otherwise, other than the Right, subject to the Provisions of this Act, of executing the several Works necessary and proper for constructing and maintaining the Works by this Act authorized, upon, over, through, or under the Lands of the Railway Company, and for repairing the same Works; and all such Repairs shall from Time to Time be done under the Superintendence and to the reasonable Satisfaction of the principal Engineer of the Railway Company for the Time being; and if he shall in Writing require the same, according to the Plans, Drawings, and Specifications, to be approved in manner herein directed with reference to the original Construction of the same Works, and that the Company shall, on Demand, pay to the Railway Company all Expenses reasonably and fairly occasioned to or incurred by them for or by reason of the Construction and Maintenance or Repair of all or any of the Works upon, over, under, or across the said Railway of the Railway Company, and the Lands and Works thereof respectively authorized by this Act or any Act incorporated therewith, or for or by reason of the

the

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the Superintendence by the Railway Company of the Construction, Maintenance, and Repair of the same Works.

XLI. If by reason of the Construction of any of the Works hereby authorized to be made upon, over, or under the said Railway, Interruption shall at any Time be occasioned to the Traffic passing thereon, or if any such Interruption shall be occasioned during any Repairs of the Works of the Company by this Act authorized, or for or by reason of any Want of Repair, or due or proper Maintenance thereof, the Company shall forfeit and pay to the Railway Company such reasonable Sum as the Railway Company may demand, not exceeding the Sum of One hundred Pounds for every Day during which such Interruption shall continue, and the same Sum may be recovered, with full Costs of Suit, by the Railway Company from the Company in any Court of Law competent to adjudicate on such Debt.

Penalty in case of Interruption to Traffic of the Railway.

XLII. Provided always, That the Company shall not exercise any of the Powers of this Act with respect to entering upon, taking, or using any Land or Water, or making or maintaining any Waterworks, or supplying any Water, unless or until they shall be authorized so to do under "The Lands Clauses Consolidation Act, 1845," and unless or until they have, within Eighteen Months after the passing of this Act, paid to the *Farlington* Company the said Sum of Forty-two thousand Pounds.

Works not to be commenced until Purchase Money is paid to *Farlington* Company.

XLIII. Provided always, That the Company shall not, without or otherwise than in accordance with the previous Consent in Writing of *John Snook*, *Henry Snook*, and *John Snook* the younger, or other the Owners, Lessees, or Occupiers of the Mill, in the Parish of *Bedhampton*, of which the said *John Snook* is now the Owner, and the said *Henry Snook* and *John Snook* the younger are now the Lessees or Occupiers, make any Work through or into the Parish of *Bedhampton*, in any other Manner than in such a Manner as that, by means of such Works, no Water shall be taken from that Parish, and no Waste of any Water in that Parish shall be occasioned, and no Supply of Water to the Mills of the said *John Snook*, *Henry Snook*, and *John Snook* the younger in that Parish shall be lessened or injuriously affected.

Restriction on Works in *Bedhampton*.

XLIV. In constructing the said Waterworks, the Company may deviate vertically from the Levels thereof, as shown on the said Sections, to the following Extent; (that is to say,) as to the Reservoirs herein-before authorized to be constructed, to any Extent not exceeding Three Feet, and as to all other Works to any Extent not exceeding Five Feet.

Limits of vertical Deviation.

XLV. The

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Powers for compulsory Purchases limited.

XLV. The Powers of the Company for the compulsory Purchase of Lands and Houses for the Purposes of this Act shall not, as to any Lands in the Parishes of *Havant* and *Bedhampton*, be exercised after the Expiration of Five Years from the passing of this Act, nor as to any other Lands after the Expiration of Three Years from the passing of this Act.

Period within which Waterworks to be made.

XLVI. So much and such Part of the new Works herein-before authorized to be constructed as lie within the Parishes of *Havant* and *Bedhampton*, and the Works and Conveniences connected therewith, shall be completed within Seven Years after the passing of this Act, and all other new Works hereby authorized shall be completed within Five Years from the passing of this Act; and on the Expiration of those respective Periods the Powers by this Act or the said incorporated Acts granted to the Company for the Construction of those Works respectively, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Works as shall then be completed: Provided always, that nothing in this Act contained shall extend or be construed to extend to restrain the Company from enlarging and extending their Mains and Pipes and Works from Time to Time, whenever it shall be necessary for the Purpose of supplying Water within the Limits of this Act.

Land for extraordinary Purposes.

XLVII. The Company may from Time to Time, by Agreement, purchase or take for the Purposes of this Act any Quantity of Land, not exceeding Three Acres, in addition to the Land which they are by this Act respectively authorized to purchase from the *Farlington* Company, and to take by Compulsion; and the Company may purchase by Agreement, but not otherwise, the *Brockhampton Mill* and the Lands held therewith in the Parish of *Havant*, or any Estate, Term, or Interest therein, with the Appurtenances.

Power to take Grants in perpetuity.

XLVIII. The Persons empowered by "The Lands Clauses Consolidation Act, 1845," to convey Lands shall have full Power to grant to the Company, for the Purposes of this Act, any Lands or Streams, or the Right of User thereof, or any Easement, Liberty, Privilege, Power, or Authority in or over the same, which the Company are by this Act authorized to take in perpetuity, in consideration of an annual Rent.

Grants by Persons under Disability to be at best Rent.

XLIX. In any such Grant to be made by any Party under any Disability or Incapacity to sell and convey Lands as defined by "The Lands Clauses Consolidation Act, 1845," there shall be reserved the best or most usual yearly Rent or Remuneration for or in respect of the Premises thereby granted, and no Fine, Premium, or Forfeit shall be paid upon or in respect of such Grant, such Rent or Remuneration

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neration being not less than shall be determined by two able practical Surveyors, or their Umpire, in accordance with the Ninth Section of "The Lands Clauses Consolidation Act, 1845:" Provided always, that the Company may at any subsequent Period purchase the Release or Discharge of the Rent or Remuneration Covenants and Stipulations reserved by and contained in any such Grants.

L. The yearly Rent or Remuneration paid or reserved in respect of any such Land, or any Easement, Liberty, Privilege, Power, or Authority over such Land, shall be and remain upon the same Uses, Trusts, and Purposes as those upon which the Rents and Profits of the Land so conveyed or granted, or in respect of which the Easement, Liberty, Privilege, Power, or Authority is conveyed or granted, stood settled or assured at or immediately before the Conveyance or Grant thereof.

Annual Rent to enure to same Uses as Land, &c. conveyed.

LI. Every such yearly Rent shall be charged on the Water Rates or Water Rents payable under this Act, in preference to any Charge whatsoever; and if at any Time any such Rent be not paid within Thirty Days after the same becomes payable, and after Demand thereof in Writing, the Person to whom such Rent is payable may either recover the same from the Company, with Costs of Suit, by Action of Debt in any Court of competent Jurisdiction, or may levy the same by Distress of the Goods and Chattels of the Company.

Rents to be first charged on Water Rates, and if not paid may be recovered.

LII. Upon any Sale by the Company under the Provisions of "The Lands Clauses Consolidation Act, 1845," relating to superfluous Lands of any Mills, Lands, or Hereditaments purchased by them under the Powers of this Act, the Company may reserve to themselves all or any Part of the Water or Water Rights, and other Easements thereunto belonging, and may sell such Mills, Lands, and Hereditaments, subject to such Reservation, and also subject to such special Conditions, Restrictions, and Provisions with reference to Use of Water, and for preventing the Exercise of noxious Trades or Businesses upon the Premises, and for preventing or regulating the Discharge and Deposit of Manure, Sewage, and other impure Matter and Liquids, as they may think fit.

Restrictions may be imposed upon the Sale of superfluous Property.

LIII. The Company shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street in which any Pipe of the Company is or shall be laid, or on the Application of any Person who under the Provisions of this Act is entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for domestic Use at Rates not exceeding the yearly Rates herein-after specified; (that is to say,)

Rate at which Water is to be supplied for domestic Purposes.

[*Local.*]

7 K

Where

Borough of Portsmouth Waterworks Act, 1857.

Where the annual Value or Rent of the House or Part of a House or Premises supplied shall not exceed Six Pounds, the yearly Rate of Six Shillings and Sixpence :

Where the annual Value or Rent shall exceed Six Pounds and shall not exceed Eight Pounds, the yearly Rate of Eight Shillings :

Where the annual Value or Rent shall exceed Eight Pounds but shall not exceed Ten Pounds, the yearly Rate of Twelve Shillings :

Where the annual Value or Rent shall exceed Ten Pounds but shall not exceed Fifteen Pounds, the yearly Rate of Sixteen Shillings :

Where the annual Value or Rent shall exceed Fifteen Pounds but shall not exceed Twenty Pounds, the yearly Rate of Nineteen Shillings :

Where the annual Value or Rent shall exceed Twenty Pounds but shall not exceed Twenty-five Pounds, the yearly Rate of One Pound Two Shillings :

Where the annual Value or Rent shall exceed Twenty-five Pounds but shall not exceed Thirty Pounds, the yearly Rate of One Pound Six Shillings :

Where the annual Value or Rent shall exceed Thirty Pounds but shall not exceed Thirty-five Pounds, the yearly Rate of One Pound Eight Shillings :

Where the annual Value or Rent shall exceed Thirty-five Pounds but shall not exceed Forty Pounds, the yearly Rate of One Pound Twelve Shillings :

Where the annual Value or Rent shall exceed Forty Pounds but shall not exceed Forty-five Pounds, the yearly Rate of One Pound Sixteen Shillings :

Where the annual Value or Rent shall exceed Forty-five Pounds but shall not exceed Fifty Pounds, the yearly Rate of Two Pounds :

Where the annual Value or Rent shall exceed Fifty Pounds but shall not exceed Fifty-five Pounds, the yearly Rate of Two Pounds Three Shillings :

Where the annual Value or Rent shall exceed Fifty-five Pounds but shall not exceed Sixty Pounds, the yearly Rate of Two Pounds Six Shillings :

Where the annual Value or Rent shall exceed Sixty Pounds but shall not exceed Sixty-five Pounds, the yearly Rate of Two Pounds Nine Shillings :

Where the annual Value or Rent shall exceed Sixty-five Pounds but shall not exceed Seventy Pounds, the yearly Rate of Two Pounds Twelve Shillings :

Where the annual Value or Rent shall exceed Seventy Pounds but shall

Borough of Portsmouth Waterworks Act, 1857.

shall not exceed Seventy-five Pounds, the yearly Rate of Two Pounds Fifteen Shillings :

Where the annual Value or Rent shall exceed Seventy-five Pounds but shall not exceed Eighty Pounds, the yearly Rate of Two Pounds Eighteen Shillings :

Where the annual Value or Rent shall exceed Eighty Pounds but shall not exceed One hundred Pounds, the yearly Rate of Three Pounds Ten Shillings :

Where such annual Value or Rent shall exceed One hundred Pounds, at a Rate not exceeding Three Pounds Ten Shillings *per Centum* on the Amount of such annual Value or Rent.

LIV. A Supply of Water for domestic Purposes shall include a Supply for One Watercloset, but not for Baths, or for Cattle, or for Horses, or washing Carriages, where such Horses or Carriages are kept for Hire or by Common Carriers, or for any Trade, Manufacture, or Business whatsoever, or for watering Gardens, or for Fountains, or for any ornamental Purpose.

What shall not be deemed domestic Purposes.

LV. In addition to the Rates for the Supply for domestic Purposes, the Company may demand and receive for every Watercloset in any House beyond the first the yearly Sum of Five Shillings, and for every Bath, any yearly Sums not exceeding those herein-after specified ; (that is to say,)

Rates for closets and Baths.

Where the annual Value or Rent of the House or Part of a House or Premises supplied shall not exceed Fifteen Pounds, the yearly Rate of Five Shillings :

Where the annual Value or Rent shall exceed Fifteen Pounds, but shall not exceed Thirty Pounds, the yearly Rate of Seven Shillings and Sixpence :

Where the annual Value or Rent shall exceed Thirty Pounds, the yearly Rate of Ten Shillings ; and for every Watercloset supplied separately from any House or Premises, any yearly Sum not exceeding One Pound.

LVI. Provided always, That the Company shall not be compellable to supply any Person with Water unless the Apparatus or Pipes provided or to be provided by such Person shall be of such Material and so constructed and used as to prevent the Waste or undue Consumption of the Water of the Company, and the Return of foul Air or noisome and impure Matter into the Mains or Pipes belonging to or connected with the Mains or Pipes of the Company.

For preventing fouling Water.

LVII. The Company from Time to Time may supply any Person with Water for any Purposes for which no specific Rates are by this Act limited, and the Shipping in the Harbour of *Portsmouth*, for such Remuneration,

Power to supply Water by Agreement.

Borough of Portsmouth Waterworks Act, 1857.

Remuneration, and upon such Terms and Conditions, as shall be agreed on between the Company and the Person desirous of having the Supply.

Water to be constantly laid on under Pressure for domestic Purposes.

LVIII. The Water to be supplied by the Company shall be laid on under such Pressure as shall give a constant Supply for domestic Purposes, and for Two Hours every Day the Water shall be supplied at such a Pressure as shall reach the top Story of the highest Houses within the Limits of this Act: Provided always, that the Water to be supplied by the Company need not be constantly laid on under Pressure until the Expiration of Five Years after the passing of this Act, unless the Works authorized by this Act shall have been completed before the Expiration of the said Period of Five Years.

Entry on Premises to cut off Supply in certain Cases.

LIX. In all Cases in which the Company are by "The Waterworks Clauses Act, 1847," or by this Act, authorized to cut off the Pipe to any Premises, the Company, their Agents and Workmen, (after giving Notice to the Owner or Occupier, as herein-after provided,) may enter into any such Premises, between the Hours of Nine in the Forenoon and Four in the Afternoon, for the Purpose of cutting off any Pipe by which the Water of the Company shall be supplied to such Premises.

Mode, &c. of giving Notice.

LX. The Notice to be given previously to such Entry shall be in Writing, and shall be served in manner following; (that is to say,)

If the Premises intended to be entered be occupied, then by leaving the Notice thereat, or by delivering the same to the Occupier thereof, Twenty-four Hours at least previously to such Entry:

If such Premises be unoccupied, and the Owner thereof and his usual Place of Abode be in *England*, and be known to the Company, then by delivering the Notice to such Owner, or by leaving the same at his usual Place of Abode, Twenty-four Hours, or by sending the same by Post, sufficiently addressed to him, at his usual Place of Abode, Forty-eight Hours at least previously to such Entry:

If such Premises be unoccupied, and the Owner thereof or his usual Place of Abode be not in *England*, or be not known to the Company, then by affixing the Notice on some conspicuous Part of such Premises Three Days at least previously to such Entry:

And for the Purposes of this Provision, any Person receiving the Rents of any such Premises, either on his own Account or as Agent or Trustee for any other Person, shall be deemed the Owner of such Premises.

Penalty for using Water for other

LXI. Every Person using for other than domestic Purposes any Water supplied by the Company, and not having previously agreed with

Borough of Portsmouth Waterworks Act, 1857.

with the Company for a Supply for such other Purposes, and every Person having agreed with the Company for a Supply of Water for any other than domestic Purposes, and using for any Purposes other than the Purposes so agreed on, or by any Act or Omission causing the Waste of the Water so supplied by the Company, shall respectively for every such Offence forfeit and pay to the Company any Sum not exceeding Five Pounds.

than domestic Purposes without Agreement.

LXII. It shall not be lawful for any Owner or Occupier of any House supplied with Water by the Company, without the Consent of the Company, to affix or permit or suffer to be affixed to any of the Mains or other Pipes of the Company, or to any Service Pipe of such Owner or Occupier, any Gutta Percha or other Tubes or Pipes for the Purpose of washing the Windows or Fronts of Houses or other Buildings, or the Pavements or Roads adjacent thereto, and any Person who shall act contrary to this Enactment shall for every such Offence forfeit to the Company any Sum not exceeding Forty Shillings.

Penalty for affixing Tubes to Company's Pipes without their Consent.

LXIII. Whenever any Person neglects to pay any Rate or Sum due to the Company, and such Rate or Sum does not exceed Fifty Pounds, the Company may recover the same, with full Costs of Suit, in any Court of competent Jurisdiction, and the Remedies of the Company under this Enactment shall be in addition to their other Remedies for the Recovery of such Rate or Sum.

Recovery of Sums not exceeding 50l.

LXIV. Provided always, That in consideration of the Losses which Owners of Dwelling Houses, the rateable annual Value of which shall not exceed the Sum of Six Pounds, are liable to sustain by Nonpayment of Rent and Nonoccupation of Premises, or otherwise, the said Company, in all Cases in which the Owners of any such Dwelling Houses shall by virtue of this Act be required by the said Company to pay such Rates or Rents, whether the same shall be tenanted or untenanted, shall allow and make a Return or Abatement of Fifteen Pounds *per Centum* of the Amount of such Rates or Rents to such Owners respectively, in full Satisfaction for the Considerations aforesaid; and the Person receiving the Rents of any such House or Premises as aforesaid from the Occupier thereof on his own Account, or as Agent or Receiver for any Person interested therein, shall be deemed the Owner of such House or Houses.

Owners of certain Dwelling Houses to be allowed an Abatement.

LXV. All Water Rates or Rents due to the Company, and all Damages, Costs, and Expenses by this Act or any Act incorporated herewith directed to be paid, and the Amount whereof shall not be disputed, may be levied by Distress, and any Justice on Application may issue his Warrant accordingly.

Undisputed Rates, &c. may be recovered by Distress.

[Local.]

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LXVI. Any

Borough of Portsmouth Waterworks Act, 1857.

Several
Names in
One War-
rant.

LXVI. Any Number of Names and Sums may be included in any Warrant of Distress or Notice obtained or given by the Company for any of the Purposes of this Act, and may be stated either in the Body of the Warrant or Notice, or in a Schedule thereto.

Costs of
Distress.

LXVII. Any Justice who issues any such Warrant of Distress may order that the Costs of the Proceedings for the Recovery of such Rate or Sum shall be paid by the Person liable to pay such Rate or Sum, and such Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of such Rate or Sum.

Liability to
Rates not to
disqualify
Justices.

LXVIII. No Justice or Judge of any County Court shall be disqualified for acting in the Execution of this Act by reason of his being liable to any Rate, Rent, or Charge under this Act.

Penalties
not cumula-
tive.

LXIX. Penalties imposed on the Company by several Acts for One and the same Offence shall not be cumulative, and for this Purpose this Act and the Acts incorporated therewith shall be deemed several Acts.

Power for
Justices to
order Repair
of Reser-
voirs, and in
certain Cases
to direct the
Water there-
in to be
lowered.

LXX. And, in order to provide against Accidents to Life or Property by the bursting of any Reservoir authorized to be made or maintained under the Provisions of this Act, be it enacted, That wherever any Person interested complains to Two Justices that any such Reservoir is in a dangerous State, the Justices shall forthwith make Inquiry into the Truth of the Complaint: Provided always, that any Two Justices, on their own View, and without Complaint by any Person, may proceed under this Act as if a Complaint were so made to them.

Order of
Justices for
immediate
Repair.

LXXI. If on any such Inquiry the Justices be satisfied that the Complaint is well founded, and that any Reservoir as aforesaid is in a dangerous State, and that the Danger is so imminent as not to admit of Delay in removing the Cause of Complaint, they may, if they think fit, order such Persons as they think fit to enter on the Property of the Company held under this Act, and to do all such Works and Things as the Justices think requisite and proper for removing the Cause of Complaint.

Order of
Justices
after Sum-
mons on
Company
to repair
Reservoir.

LXXII. If on such Inquiry the Justices be satisfied that there is due Cause for Inquiry, but are not satisfied that the Reservoir complained of is in such imminently dangerous Condition so as not to admit of Delay in removing the Cause of Complaint, they shall issue their Summons to the Company to answer the Complaint, and upon hearing the Parties, or upon default of Appearance of the Company,
then

Borough of Portsmouth Waterworks Act, 1857.

then in their Absence the Justices shall, by Order in Writing under their Hands, order the Company, within such Period as the Justices think reasonable, and specify in the Order, to do such Works and Things as they think requisite and proper for removing the Cause of Complaint.

LXXIII. If in any such Case the Company do not within such Period as the Justices specify in that Behalf in the Order, do the Works and Things thereby ordered for removing the Cause of Complaint, the Justices who made the Order, or any other Two Justices, on being satisfied as to such Failure by the Company, may, if they think fit, order such Persons as such Justices think fit to enter on the Property of the Company held under this Act, and to do all such Works and Things specified in the Order, and not done by the Company, and all such other Works and Things (if any) as the Justices think requisite and proper for removing the Cause of Complaint.

Order of
Justices on
Failure of
Company
to obey
Orders.

LXXIV. Any such Order of Justices may be in the Form or to the Effect following:

Form of
Order.

‘ To A. B.

‘ (or A. B. of, &c.)

‘ WE, the undersigned, Two of Her Majesty’s Justices of the Peace acting for the County of Southampton, do hereby order and direct you, and such Person or Persons as you may require to aid and assist you therein, forthwith to do all such Works and Things as are requisite to repair and make good, [*here specify the Reservoir to be repaired and made good*] (and you shall do as little Injury as possible to the Property of the Borough of Portsmouth Waterworks Company); and in acting in obedience to the Premises this shall be your sufficient Warrant.

‘ Given under our Hands this Day of in the Year of our Lord One thousand eight hundred and .’

LXXV. Any Person acting under and in pursuance of any such Order shall not be deemed a Trespasser; and if any Person wilfully prevent or hinder any Person lawfully acting in obedience to the Order, or wilfully do or instigate or suffer to be done anything in contravention of the Order, every Person so offending shall for every such Offence be liable to a Penalty not exceeding Fifty Pounds.

Persons
acting under
Order of
Justices not
deemed
Trespassers,
&c.

LXXVI. If the Justices so think fit they may, by any such Order under this Act, impose on the Company for not carrying the Order into effect any Penalty, not exceeding Ten Pounds for every Day’s Default, which the Justices think fit; but such Penalty shall not be incurred

Justices
may impose
Penalty on
Company
for disobey-
ing Order.

Borough of Portsmouth Waterworks Act, 1857.

incurred during any Period in which the Justices have ordered any other Persons to remove the Cause of Complaint.

Order of
Justices on
Company
for Payment
of Costs.

LXXVII. The Justices may order all or such Part as they think fit of the Costs of and incident to the applying for and obtaining of any such Order on the Company, and also all and such Part as the Justices think fit of the Expenses of the Works and Things done in pursuance of any such Order by any Person other than the Company, to be paid by the Company, and every Amount so to be paid shall be paid by the Company to such Person as the Justices appoint, and may be recovered accordingly in any Court of competent Jurisdiction.

Power to
Company to
appeal
against
Order.

LXXVIII. Provided always, That if the Company feel aggrieved by any Order of Justices under this Act, or any Determination by the Justices on any such Complaint, the Company shall have like Power of Appeal as by "The Railways Clauses Consolidation Act, 1845," is given to Parties aggrieved by the Determination of Justices with respect to the Repair of Roads: Provided also, that pending any such Appeal, and except only so far (if at all) as on the Appeal it be quashed or altered, the Order appealed against shall be in force.

Expenses of
Act.

LXXIX. All the Costs, Charges, and Expenses of and incident to the Application for and passing of this Act shall be paid by the Company.

Borough of Portsmouth Waterworks Act, 1857.

SCHEDULE to which the foregoing Act refers.

ARTICLES of Agreement made the Eighth Day of April in the Year of our Lord One thousand eight hundred and fifty-seven, between the Company of Proprietors of the Portsmouth and Farlington Waterworks, Limited, (herein-after called "the Farlington Company,") of the one Part, and William Collins Engledue of Southsea, Doctor of Physic, Benjamin Bramble of Southsea, Esquire, John Martin of Portsmouth, Surgeon Dentist, George Carter Evelegh of Portsmouth, Esquire, George Preston Vallancey of Southsea, Esquire, Edwin Galt of Portsea, Wine Merchant, Alfred Heather of Southsea, Notary Public, Robert Pennington Sparrow of Southsea, Surgeon, Mark Edward Frost of Southsea, Schoolmaster, Henry Hollingsworth of Southsea, Printer, Joseph James Galt of Portsmouth, Naval and Military Outfitter, and Joseph Lush of Portsea, Brewer (herein-after called "the Promoters"), being Promoters of a Company intended to be incorporated by the Name of "The Borough of Portsmouth Waterworks Company" (herein-after called "the intended Company"), and for the Incorporation of which intended Company, and the authorizing of them to make and maintain Waterworks and supply Water within the Borough of Portsmouth, a Bill for an Act to be called "Borough of Portsmouth Waterworks Act, 1857," was deposited in the Month of December One thousand eight hundred and fifty-six, in the Private Bill Office of the Honourable the House of Commons, and acting herein on Behalf not only of themselves but also of the intended Company, of the other Part; whereby it is mutually agreed by and between the Parties hereto as follows:

Article 1. So far as the Sanction of Parliament is requisite to give Validity or Effect to any of the Terms and Conditions of this Agreement, it shall be subject to such Sanction.

Article 2. The Promoters will use their best Endeavours to obtain the passing before Michaelmas Day One thousand eight hundred and fifty-seven of their proposed Act, containing Provisions proper and sufficient for enabling this Agreement to be in all respects specifically performed.

Article 3. On the Faith of Article 2 being specifically performed, the Farlington Company will assent to the Bill for the proposed Act, and will use their best Endeavours to facilitate the passing thereof.

[*Local.*]

7 M

Article

Borough of Portsmouth Waterworks Act, 1857.

Article 4. If the proposed Act be obtained before Michaelmas Day One thousand eight hundred and fifty-seven, the Farlington Company will sell to the intended Company, who will purchase from them, all the Waterworks, Reservoirs, Streams, Springs, Waters, Mains, Pipes, Engines, Machinery, Plant, Tools, Implements, and Apparatus of the Farlington Company, and all other the Works and Conveniences of their Waterworks, and all their Messuages, Buildings, Lands, Hereditaments, Estates, Rights, Interests, Easements, and Privileges now held, occupied, used, or enjoyed by them for the Purposes of their Waterworks, with the Rights, Members, and Appurtenances, and with all Powers and Rights of the Farlington Company for taking Water from any Sources whatsoever, and which are herein-after called "the Waterworks and Premises."

Article 5. The Purchase Money shall be the full Sum of Forty-two thousand Pounds, to be paid without any Deduction on any Account whatsoever, and shall be the full Compensation to be made by the intended Company to the Farlington Company for the Purchase, according to this Agreement, of the Waterworks and Premises.

Article 6. The Purchase Money shall be paid and the Sale and Purchase shall be completed within Eighteen Calendar Months after the passing of the proposed Act.

Article 7. The Conveyance of the Waterworks and Premises shall be made and have effect according to the Provisions of "The Lands Clauses Consolidation Act, 1845," applicable to the Case; and the Waterworks and Premises shall by such Conveyance be vested in the intended Company, free from all Charges, Incumbrances, Claims, and Demands (if any) affecting the Waterworks and Premises, or the Farlington Company in respect thereof.

Article 8. The Farlington Company shall, by means of the Purchase Money and their other Assets, pay, satisfy, or discharge all such Charges, Incumbrances, Claims, and Demands, and fully indemnify the intended Company against the same.

Article 9. The Receipt in Writing of Three of the Directors of the Farlington Company, under their Hands, for the Purchase Money shall be a valid and sufficient Discharge to the intended Company from the same, and from all Liability, Claims, and Demands in respect thereof.

Article 10. Provided nevertheless, that the Waterworks and Premises shall be conveyed to and vested in the intended Company, subject to all such Exceptions, Reservations, Conditions, Stipulations, and Provisions affecting the same, or any Part thereof, as were contained or expressed in the several Title Deeds under which the Farlington Company became entitled to the same, and are now respectively in force; and they shall not be bound to satisfy or discharge
or

Borough of Portsmouth Waterworks Act, 1857.

or to indemnify the intended Company against the same or any of them.

Article 11. The intended Company shall not exercise any of the Powers of the proposed Act with respect to entering upon, taking, or using any Land or Water, or making or maintaining any Waterworks, or supplying any Water, unless or until the Purchase Money be duly paid according to Articles 5 and 6.

Article 12. On the Completion of the Sale and Purchase, the Farlington Company will deliver to the intended Company full and peaceable Possession of the Waterworks and Premises, in as good a State of Repair and Condition as they are now in, reasonable Wear and Tear thereof only excepted, and until Delivery of such Possession the Risk of Fire, Storm, or Tempest shall be on the Farlington Company:

Article 13. On the Completion of the Sale and Purchase, the Farlington Company will deliver their Rent Rolls and Collecting Books, or true Copies thereof, to the intended Company, and if the Originals be so delivered, the intended Company shall at all reasonable Times afford to the Agents of the Farlington Company all proper and sufficient Facilities for examining and transcribing the same.

Article 14. The Farlington Company shall be entitled to a due Proportion of the Rents and Profits of the Waterworks and Premises up to and inclusive of the Day of the Completion of the Sale and Purchase, and forthwith thereafter the same shall be recovered and received by the intended Company, and the Amount thereof, less the reasonable Expense of recovering and receiving the same, shall be paid by them to the Farlington Company.

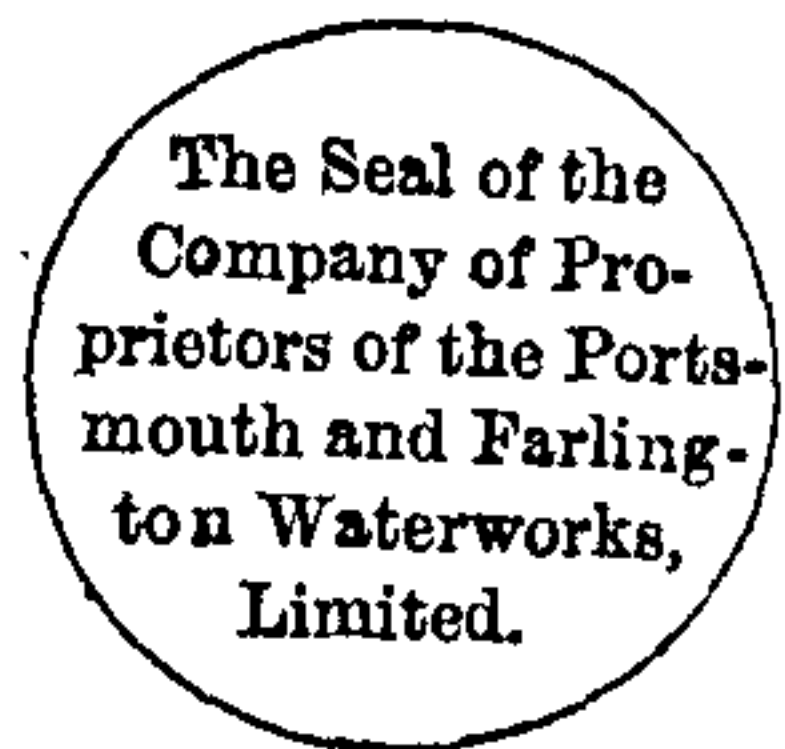
Article 15. If the proposed Act be not obtained before Michaelmas Day One thousand eight hundred and fifty-seven, the Farlington Company shall thenceforth be wholly free from all Liability under this Agreement, and their having entered into it shall not be regarded as expressing or implying any Assent on their Part to the Establishment of any new Waterworks or any new Company for supplying Water to any Part of the District supplied by them, but shall be regarded as having taken place solely for the Purpose of the Sale and Purchase of the Waterworks and Premises being carried into effect on the Terms and Conditions of this Agreement.

Article 16. If the proposed Act be not obtained before Michaelmas Day One thousand eight hundred and fifty-seven, the Farlington Company shall be at full liberty to apply to Parliament for and to obtain an Act for any of the Purposes of the Undertaking of the Farlington Company, or for any Extension thereof; and if such Application be made before Michaelmas Day One thousand eight hundred

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hundred and sixty-one, the Promoters shall not nor will not, directly or indirectly, oppose such Application. In witness whereof the said Company of Proprietors of the Portsmouth and Farlington Waterworks, Limited, have hereunto set their Common Seal, and the said several other Persons, Parties hereto, have hereunto set their Hands and Seals, the Day and Year first above written.

WILLIAM C. (L.S.) ENGLDUE.
 BENJN. (L.S.) BRAMBLE.
 JOHN (L.S.) MARTIN.
 GEO. C. (L.S.) EVELEGH.
 ALFRED (L.S.) HEATHER.
 EDWIN (L.S.) GALT.
 GEO. R. (L.S.) VALLANCEY.
 R. P. (L.S.) SPARROW.
 MARK ED. (L.S.) FROST.
 HY. (L.S.) HOLLINGSWORTH.
 J. J. (L.S.) GALT.
 JOSEPH (L.S.) LUSH.



EDWARD EASTWOOD, Secretary.

Signed, sealed, and delivered by all the Parties within named of the
 Second Part in the Presence of

R. W. FORD, Solicitor,
 Portsmouth.

LONDON :

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