

CHAPTER cxxvii.

An Act to authorise the Transfer of certain Waterworks to the East Surrey Water Company and to extend the limits of supply of and confer further powers upon that Company and for other purposes. [20th July 1896.] A.D. 1896.

WHEREAS by the Caterham Spring Water Company's Act 1862 (herein-after called "the Act of 1862") the East Surrey Water Company (then called "the Caterham Spring Water Company" and in this Act referred to as "the Company") were incorporated for the purpose of supplying with water certain places in the county of Surrey and various Acts and Provisional Orders set out in the Second Schedule to this Act (herein-after referred to as "the recited Acts") have since been passed in reference to the Company and the limits of the district of the Company for the supply of water have been extended :

And whereas the said district includes the parish of Reigate with the exception of such portions thereof as is or was formerly known as the old borough of Reigate within which water is supplied by the Reigate Waterworks Company Limited (herein-after called "the Reigate Company") and which is completely surrounded by the district of the Company and would be conveniently supplied by them :

And whereas the Company and the Reigate Company have entered into an agreement for the sale to and purchase by the Company of the waterworks undertaking of the Reigate Company and it is expedient that such agreement as set forth in the First Schedule to this Act (herein-after referred to as "the scheduled agreement") be confirmed and the limits within which the Company are authorised to supply water be extended so as to include the said portions of the parish of Reigate and other parishes herein-after mentioned in that behalf :

And whereas by the Caterham Spring Water Company's Act 1881 (in this Act called "the Act of 1881") a lease to the Company for

A.D. 1896. a term of ninety-nine years of certain waterworks and premises within their district belonging to the Kenley Waterworks Company Limited (in this Act called "the Kenley Company") was confirmed and the Company are now in possession of such works under the said lease and it is expedient that the Company be empowered to enter into agreements as herein-after provided with the Kenley Company :

And whereas the Company's share capital is as stated in the scheduled agreement and the Company have issued debenture stock as stated therein subject to the provisions of section 20 of the East Surrey Water Act 1885 but do not owe any money on mortgage :

And whereas it is expedient that the Company be authorised to create and issue pre preference stock as herein-after provided and that further capital and other powers be conferred upon the Company with reference to their undertaking and that the Acts relating to the Company be in some respects amended :

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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. **1.** This Act may be cited as the East Surrey Water Act 1896.

Incorporation of general Acts. **2.** The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say) :—

- The distribution of the capital of the Company into shares ;
- The transfer or transmission of shares ;
- The payment of subscriptions and the means of enforcing the payment of calls ;
- The forfeiture of shares for non-payment of calls ;
- The remedies of creditors of the Company against the shareholders ;
- The borrowing of money by the Company on mortgage or bond ;
- The conversion of the borrowed money into capital ;
- The consolidation of the shares into stock ;
- The general meetings of the Company and the exercise of the right of voting by the shareholders ;
- The making of dividends ;
- The giving of notices ; and.

The provision to be made for affording access to the special Act by all parties interested; A.D. 1896.

and Part I. (relating to cancellation and surrender of shares) and Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 the Waterworks Clauses Acts 1847 and 1863 and the Lands Clauses Acts (except the provisions thereof with respect to the purchase of lands otherwise than by agreement and with respect to the entry upon lands by promoters of the undertaking) Provided that section 44 of the Waterworks Clauses Act 1847 shall for the purposes of the recited Acts and this Act be read and construed as if the words "with the consent in writing of the " owner or reputed owner of any such house or of the agent of " such owner " were omitted from that section ;

are so far as the same respectively are applicable for the purposes of and are not varied by or inconsistent with the provisions of this Act incorporated with and form part of this Act.

3. In this Act the terms to which meanings are assigned by the Acts wholly or partly incorporated herewith shall have the same respective meanings unless there be something in the subject or context repugnant to such construction And in this Act and (for the purposes of this Act) in any Act incorporated wholly or partly with this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partly incorporated herewith shall for the purposes of this Act be read and have effect as if the debt or demand in respect of which the expression is used were a simple contract debt and not a debt or demand created by statute. Interp. ctation.

4. From and after the passing of this Act the limits of the Company's Acts for the supply of water shall extend to and include the parishes of Headley and Walton-on-the-Hill and so much of the parish of Reigate as is or was formerly known as "the old borough" (being the portions of the parish of Reigate which are not included within the Company's limits of supply as defined by the Act of 1862) Provided that if any of the said parishes or parts of parishes shall not be adequately supplied with water in accordance with the provisions of this Act within seven years from and after the passing of this Act the local authority of the district in which the parish or part of a parish inadequately supplied is situate may provide a supply 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 such parish or part of a parish not adequately supplied by the Extending Company's limits of supply.

A.D. 1896. — Company as if in either case there were no company authorised by this Act to supply water therein.

If any difference shall arise between the Company and any such local authority company body or person as to the adequacy of the supply of water in any such parish or part of a parish such difference shall be settled on the application of either party by the Board of Trade.

As to water rates in added area.

5. Subject to the provisions of this Act the Company may for water supplied by them for domestic and other purposes within the portions of the parish of Reigate by this Act included within the limits of the Company's Acts for the supply of water demand and take rates and charges not exceeding those which for a like supply under like circumstances the Company are by the Act of 1862 authorised to demand and take within their limits as defined by that Act and for the supply of water within any other parish or place by this Act added to the limits of the Company's Acts for the supply of water the Company may demand and take the rates and charges which they are by the Act of 1885 authorised to demand and take in the parishes and places other than the parish of Sanderstead by that Act added to such limits.

As to supply of water by meter.

6. Notwithstanding anything in section 26 of the Act of 1862 the Company shall not be entitled to charge by meter as therein provided for a supply of water for domestic purposes only except by agreement but nothing in this section shall prejudice or affect the terms of any agreement under which water is now supplied by meter.

Amending provisions of recited Acts.

7. Section 38 of the Act of 1862 and so much of sections 40 and 45 of the Act of 1885 as authorise the Company to cut off the supply of water to any person supplied by them is hereby repealed.

Confirming agreement for transfer of undertaking of the Reigate Company.

8. The scheduled agreement as modified by this Act is hereby confirmed and made binding on the Reigate Company and the Company respectively.

Transfer of undertaking.

9. On and as from the thirtieth day of September one thousand eight hundred and ninety-six being the date agreed upon in accordance with the terms of the scheduled agreement for the completion of the transfer (in this Act referred to as "the date of transfer") the undertaking lands hereditaments premises water-works reservoirs erections buildings mains pipes plant machinery fixtures stores stock in trade rights powers privileges easements appurtenances moneys debts books papers plans maps documents and other property assets and effects whatsoever (other than the

reserve fund of the Reigate Company) then belonging leased or due to or exercisable by the Reigate Company and the benefit of all contracts and engagements entered into by or on behalf of the Reigate Company and then in force and by the scheduled agreement agreed to be transferred to the Company shall in accordance with the terms of that agreement and freed as between the Company and the Reigate Company from all obligations debts and liabilities affecting the same (except responsibilities liabilities and engagements of the Reigate Company in connexion with the supply of water in the district supplied by them or arising under any contract the benefit of which is in accordance with the terms of the scheduled agreement transferred to the Company) be transferred to and vested in the Company to the same extent and for the same estate and interest as the same were previously vested in the Reigate Company and may according to the provisions of this Act be held enjoyed and maintained discontinued enlarged dealt with and disposed of by the Company as they may think fit Such transfer shall be evidenced by a deed of conveyance the execution and delivery of which shall be conclusive evidence of the transfer of the undertaking of the Reigate Company to the Company.

10. Until the date of transfer the Reigate Company shall carry on and manage their undertaking according to their ordinary course of business in accordance with the terms of the scheduled agreement and shall not issue any further share or loan capital.

Provisions incidental to transfer.

11. All purchases sales conveyances grants assurances deeds contracts and agreements entered into or made before the date of transfer by to or with the Reigate Company or by to or with any other person to whose rights and liabilities they have succeeded and now in force shall as from the date of transfer and subject to and in accordance with the provisions of this Act be as binding and of as full force and effect in every respect against or in favour of the Company and may as from the date of transfer and subject as aforesaid be enforced as fully and effectually as if instead of the Reigate Company or persons acting on behalf of the Reigate Company the Company had been a party thereto.

Contracts prior to vesting to be binding.

12. Nothing in this Act contained shall release discharge or suspend any action suit or other proceeding at law or in equity affecting any property to be transferred to the Company in accordance with the terms of the scheduled agreement or arising out of any contract the benefits of which are to be so transferred and which was pending by or against the Reigate Company or to which that Company was a party immediately before the date of transfer but such action suit or other proceeding may thereafter be maintained

Actions &c. not to abate.

A.D. 1896. prosecuted or continued by or in favour of or against the Company (as the case may be) in the same manner and as effectually and advantageously as the same might have been maintained prosecuted or continued by or in favour of or against the Reigate Company if the transfer had not happened the Company being in all respects substituted as from the date of transfer for the Reigate Company but nothing in this section shall affect the liabilities of the Reigate Company as between that Company and the Company under the scheduled agreement.

Recovery of
water rates
&c.

13. All water rates and rents and sums of money which immediately before the date of transfer are due or accruing to the Reigate Company may be collected and recovered by the Company in like manner as if they had become payable to the Company for the like matters supplied or done under this Act and all persons from whom immediately before the date of transfer there shall be owing any money to the Reigate Company or to any person on their behalf shall pay the same with all interest (if any) due or accruing upon the same to the Company. Provided that the Company shall pay over to the Reigate Company the proportion of any such water rates or rents or sums of money so recovered by them which shall be attributable to the period prior to the date of transfer and such portion of water rates rents and sums of money may be taken into account and applied by the Reigate Company as part of their receipts for the period between the date of the scheduled agreement and the date of transfer in accordance with the terms of that agreement.

Provisions as
to agree-
ments with
Kenley Com-
pany.

14.—(1.) The Company may from time to time enter into and carry into effect agreements with the Kenley Company with respect to the transfer to the Company of all right and interest of the Kenley Company in and to the premises demised and leased to the Company by the Kenley Company under the recited indenture of lease dated the twenty-eighth day of July one thousand eight hundred and eighty-one and of any rights of the Kenley Company under that lease and in pursuance of any such agreement the Company may accept and thereafter hold work and use as part of their undertaking the said premises freed from all or such as may be agreed of the rents covenants conditions and obligations reserved by or contained in the said lease and on the part of the Company to be paid observed and performed or by the said lease imposed upon the Company and the said lease shall thereon be determined.

(2.) The consideration for any such transfer may in accordance with the terms of such agreement be by way of allotment of preference stock by this Act authorised or any preferential or ordinary shares or stock of the Company which the Company have then

created or are then authorised to create or by way of a money payment or partly by way of any one and partly by way of any other or others of such methods as may be agreed. Provided that no such consideration shall prejudice or affect any preference or priority in the payment of interest or dividend on any preference stock or preference stock or shares from time to time granted by the Company by or in pursuance of any Act of Parliament passed before such sale or which is otherwise at the time of such sale lawfully subsisting.

A.D. 1896.

(3.) No such transfer shall take effect unless the same be approved by a resolution passed by a majority of three-fourths of the votes of the proprietors present in person or by proxy and entitled to vote and voting at a general meeting of the Company specially convened for the purpose.

(4.) Any such transfer shall be evidenced by a deed the execution and delivery of which shall be conclusive evidence of the transfer of the said rights and interests of the Kenley Company to the Company.

15. The Company in addition to any capital which they are otherwise by this or any other Act authorised to raise may from time to time create and issue stock to be called "East Surrey Water Company Preference Stock" not exceeding in nominal value seventy-five thousand pounds including the forty thousand pounds of such stock created by virtue of this Act as herein-after provided.

Power to raise preference stock.

16. The following provisions of the Companies Clauses Consolidation Act 1845 incorporated with this Act (that is to say) Sections 11 12 and 13 with respect to certificates of shares sections 14 to 20 with respect to the transfer or transmission of shares and sections 62 and 63 with respect to the register of transfers and register of holders of consolidated stock shall mutatis mutandis apply to the preference stock and certificates of such stock shall be issued and such stock shall be transferable and transmissible in accordance with those provisions respectively in amounts of one pound or an integral number of pounds.

As to transfer &c. of preference stock.

17. The preference stock shall carry interest at the rate of four pounds per centum per annum on the nominal amount thereof payable pari passu to the holders thereof on the first of March and the first of September in every year. The said stock and interest shall rank against the undertaking of the Company next after the mortgages and debenture stock for the time being granted and issued by the Company under the powers of the recited Acts or this

Ranking of preference stock.

A.D. 1896.

or any future Acts of Parliament and the interest thereon respectively as a prepreferential capital stock and in priority to the capital preference or ordinary of the Company by the recited Acts or this Act authorised. The Company shall not be entitled at any time hereafter to create or issue any share capital taking priority over the said prepreference stock and the interest thereof without the consent in writing of a majority of three-fourths in value of the holders of the said stock. Such prepreference stock shall not entitle the holders thereof to vote in respect thereof at any meeting of the Company.

Issue of pre-
preference
stock to
Reigate
Company.

18. Upon the date of transfer there shall be by this Act created forty thousand pounds nominal value of prepreference stock which shall be deemed to be fully paid up and shall be by this Act vested in the persons who immediately before the date of transfer shall be the registered holders of shares or stock in the capital of the Reigate Company in proportion to their respective holdings in such capital in substitution for the shares and stock held by them respectively and such prepreference stock shall be vested in such persons upon the same trusts and subject to the same powers provisoes declarations agreements charges liabilities and incumbrances as at the date of transfer affect the shares or stock for which it is substituted and so as to give effect to and not revoke any deed or other instrument or any testamentary disposition affecting the same and every such deed or other instrument or disposition shall take effect with reference to the whole or a proportionate part as the case may be of the stock substituted for such shares or stock and from and after the date of transfer all shares and stock in the capital of the Reigate Company shall be by virtue of this Act cancelled and extinguished.

Issue of
certificates
of preprefer-
ence stock.

19. The Company shall as soon as may be after the date of transfer call in and cancel the existing certificates of shares and stock in the capital of the Reigate Company and shall issue in lieu thereof to the persons in whom such prepreference stock is by this Act vested as aforesaid certificates of the amounts of the prepreference stock respectively vested in them in the form and under the conditions prescribed by the Companies Clauses Consolidation Act 1845 but the holders of such existing certificates of shares and stock in the capital of the Reigate Company shall not be entitled to any certificates of prepreference stock until they shall have delivered up to the Company or proved to the satisfaction of the Company the loss or destruction of the existing certificate in substitution for which such new certificate is to be issued and have paid all calls then due in respect of any shares referred to in such existing certificate.

20. The several persons who on the sixteenth day of September one thousand eight hundred and ninety-six appear in the register of members of the Reigate Company to be the holders of shares and stock in the capital of that Company and their executors administrators successors or assigns shall be considered to be the holders of shares and stock in the capital of the Reigate Company for the purpose of the vesting and issue of certificates of pre-preference stock in accordance with the provisions of this Act and the secretary of the Reigate Company shall on that day deliver to the secretary of the Company at the principal office for the time being of the Company a correct copy of the said register and from and after that day the registers of transfers of such shares and stock shall be closed and no transfer of any such shares or stock made after that date shall as between the Company and the party claiming thereunder be of any effect and the issue of certificates of pre-preference stock as aforesaid by the Company to the persons appearing by the copy of such register so furnished to them to be the registered holders of shares and stock in the capital of the Reigate Company shall be a sufficient discharge to the Company for the consideration for the transfer of the undertaking of the Reigate Company.

A.D. 1896.
Books of
Reigate
Company to
be evidence.

21. Trustees executors administrators and assigns and all other persons legally holding existing shares or stock in the capital of the Reigate Company for which pre-preference stock of the Company is by this Act substituted in any representative or fiduciary capacity may hold the pre-preference stock issued in substitution for such shares or stock under the powers of this Act and are hereby indemnified for all acts bonâ fide done by them in pursuance of the provisions of this Act.

Trustees
executors &c.
can hold pre-
ference
stock.

22. So soon as conveniently may be after the transfer the affairs of the Reigate Company shall be wound up and for that purpose the directors of the Reigate Company then in office and the survivors of them shall continue in office without re-election and may and shall exercise all powers necessary for payment of all debts and liabilities of the said Company and for the declaration and payment of the dividend in accordance with the terms of the scheduled agreement for the period between the date of the scheduled agreement and the date of transfer and the application and the distribution after all debts and liabilities of the Reigate Company have been discharged of the reserve fund of that Company or such portion thereof as shall not be required for the payment of such debts and liabilities and generally for winding up the affairs of the Reigate Company.

As to
winding-up
of Reigate
Company.

A.D. 1896.

If the number of directors of the Reigate Company be reduced by death resignation or otherwise below three before the completion of such winding up the continuing directors shall from time to time choose a holder or holders of shares or stock of that Company to fill the vacancy or vacancies so caused.

Books &c.
to remain
evidence.

23. All books and documents which if the transfer had not been made would have been evidence in respect of any matter for or against the Reigate Company shall be admitted in evidence in respect of the same and the like matter for or against the Company.

Issue of pre-
ference
stock to
Kenley
Company.

24. The directors of the Company may without any further or other authority at any time create and issue as fully paid up stock or shares all or any portion of the remaining thirty-five thousand pounds pre preference stock by this Act authorised to be created and issued or any other stock or any shares in the capital of the Company which the Company are then authorised to create and issue and which may be required to be created and issued in accordance with the terms of any agreement to be entered into between the Company and the Kenley Company under the powers of this Act to such persons and in such amounts as may be prescribed or provided for by any such agreement but the Company shall not create and issue any portion of the said thirty-five thousand pounds pre preference stock or apply the same for any other purpose.

Power to
acquire
additional
lands by
agreement.

25. In addition to the lands which the Company are otherwise authorised to purchase or hold they may for any of the purposes of their undertaking from time to time by agreement purchase any additional quantity of land not exceeding in the whole ten acres or any easement or right (not being an easement or right of water in which other than parties to the agreement have an interest) in or over any lands which they may from time to time think requisite for any of the purposes of their undertaking and may on all or any of such lands execute for the purposes of and in connexion with their undertaking any of the works and exercise any of the powers mentioned in section 12 of the Waterworks Clauses Act 1847 Provided that the Company shall not on any such lands create or permit any nuisance or erect or permit the erection of any buildings other than buildings connected with or necessary for their undertaking.

Power to
take ease-
ments &c.
by agree-
ment.

26. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or

A.D. 1896.

privilege of water in which other than parties to the agreement 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 rent charges so far as the same are applicable in that behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Restriction on taking houses of labouring class.

27. The Company shall not under the powers of this Act purchase or acquire in any city borough or other urban district or in any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December next before the passing of this Act were occupied either wholly or partly by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

For the purposes of this section the expression "labouring class" includes mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Application of authorised capital.

28. The Company may apply for the purposes of this Act or any of them to which capital is properly applicable any money which they have raised or may be authorised to raise.

Power to Company to raise new capital.

29. The Company may subject and without prejudice to the provisions contained in the section of this Act whereof the marginal note is "Ranking of pre-preference stock" from time to time raise any further capital (in this Act called "new capital") to such nominal amount as shall be sufficient to produce including the premiums if any which may be obtained on the sale thereof the sum of forty thousand pounds by the creation and issue at their option of new ordinary shares or stock or wholly or partly by either of those modes respectively.

Incidents of new capital.

30. Subject to the provisions of this Act the shares or stock in any new capital created by the Company under this Act and the holders thereof respectively shall save as otherwise expressly provided by this Act be subject and entitled to the like powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the

A.D. 1896. Company of the same class or description and the new shares or stock were shares or stock in that capital All capital in new shares or stock by this Act authorised shall form part of the capital of the Company.

As to nominal value and vesting of shares.

31. The Company shall not issue any share created under the authority of this Act of less nominal value than ten pounds nor shall any share so created vest in the person accepting the same unless and until the full price of such share including any premium obtained upon the sale thereof shall have been paid in respect thereof.

Limit of dividend on new capital.

32. The Company shall not in any one year pay out of their profits any larger dividend on the new capital than at the rate of seven pounds per centum on the amounts actually paid up in respect thereof unless a larger dividend be at any time necessary to make up the deficiency of any previous dividend which shall have fallen short of the said sum of seven pounds per centum per annum.

Ranking of different classes of ordinary capital for dividend if profits insufficient to pay in full the prescribed dividend.

33. If in any one year the net revenues of the Company applicable to dividend on ordinary capital shall be insufficient to pay the full amount of the prescribed rate of dividend on each class of ordinary stock or shares in the capital of the Company such revenues shall be applied in the first place in payment of dividend on all ordinary capital of the Company up to the rate of seven pounds per centum in respect of every sum actually paid up of such capital and the balance in payment of dividend upon all ordinary capital of the Company actually paid up and entitled to a higher rate of dividend than seven pounds per centum.

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

34. Notwithstanding anything in this Act contained the Company shall when any shares or stock in the new capital are to be issued and before offering the same to the holder of any other shares or stock in the Company and whether the ordinary shares or ordinary stock of the Company are or is at a premium or not offer the same for sale by public auction or by tender in such manner at such times and subject to such conditions of sale as the Company shall from time to time determine Provided that at any such sale no single lot shall comprise more than one hundred pounds nominal value of such shares or stock and that the reserve price put upon such shares or stock shall not be less than the nominal amount thereof and notice of the amount of such reserve price put upon such shares or stock shall be sent by the Company in a sealed letter to the Board of Trade not less than 24 hours before the day of auction or the last day for the reception of tenders

as the case may be and such letter may be opened after such day of auction or last day for the reception of tenders and not sooner. And provided that no priority of bid or tender shall be allowed to any holder of shares or stock in the Company except that if any bid or offer by tender of any holder or holders of shares or stock in the Company be the same in amount as any bid or offer made by any other person the bid or offer of such holder or holders of shares or stock shall be accepted in preference.

A.D. 1896.

35. It shall be one of the conditions of any sale of shares or stock in the new capital that the full price thereof including any premiums given by any purchaser at such sale shall be paid to the Company within three months after such sale.

Purchase money of capital sold to be paid within three months.

36. The intention to sell any such shares or stock by auction or by tender shall be communicated in writing to the clerk to every urban authority within the limits of the Company's Acts for the supply of water and to the secretary of the committee of the London Stock Exchange at least twenty-eight days before the day of auction or the last day for the reception of tenders as the case may be and notice of such intention shall be duly advertised once in each of two consecutive weeks in one or more local newspapers circulating within the limits of the Company's Acts for the supply of water.

As to notice to be given as to sale of shares or stock.

37. When any shares or stock in the new capital have been offered for sale by auction or tender and not sold the same shall be offered at the reserve price put upon the same respectively for the purpose of sale by auction or tender to the holders of ordinary shares or ordinary stock of the Company in manner provided by the Companies Clauses Act 1863. Provided always that any shares or stock so offered and not accepted within the time prescribed by the said Act shall again be offered for sale by public auction or by tender in the manner and subject to the provisions of this Act with respect to the sale of shares and stock in the new capital except that the reserve price put upon such shares or stock may upon such second sale (if the directors of the Company think fit) be less than the nominal amount thereof and the provisions of this section with respect to the offer of any shares or stock not sold by auction or tender to the holders of ordinary shares or stock of the Company shall apply to any shares or stock not sold at such second sale and so from time to time.

Shares or stock not sold by auction or by tender to be offered to share or stock holders.

38. Any sum of money which shall arise from the issue of any such shares or stock by way of premium after deducting therefrom the expenses of and incident to such issue shall not be considered as profits of the Company but shall be expended in extending or

Application of premium arising on issue of shares or stock.

A.D. 1896. — improving the works of the Company or in paying off money borrowed or owing on mortgage or any debenture stock issued by the Company and shall not be considered as part of the capital of the Company entitled to dividend.

Power to borrow.

39. The Company may in respect of the new capital of forty thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage any sum or sums not exceeding in the whole one-fourth part of the amount of the new capital at the time actually issued by shares or stock but no part thereof shall be borrowed until the whole of the shares or stock in the new capital at the time issued together with the premium if any realised on the sale thereof shall have been fully paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that such shares and stock and premium (if any) have been issued and fully paid up and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Repeal of provisions of Order of 1894 as to receiver.

40. Section 24 of the East Surrey Water Order 1894 is hereby repealed but subject and without prejudice to any appointment made or proceedings taken under or by virtue of that section and in force or pending at the time of the passing of this Act.

As to appointment of a receiver.

41. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less in the whole than five thousand pounds.

Existing mortgages to have priority.

42. All mortgages granted by the Company before the passing of this Act and subsisting after the passing thereof shall during the continuance of such mortgages and subject to the provisions of the Acts under which such mortgages were respectively granted have priority over any mortgages granted by virtue of this Act but nothing in this section shall affect the priority of the interest in any debenture stock created by the Company.

Debenture stock.

43. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 and section 21 of the East Surrey Water Order 1894.

44. All money raised or to be raised by the Company on mortgage or debenture stock shall have priority against the Company and the property from time to time of the Company over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act. Provided always that this priority shall not affect any claim against the Company or their property in respect of any rent-charge granted or to be granted by them in pursuance of the Lands Clauses Acts or in respect of any rent or sum reserved by or payable under any lease granted or made or to be granted or made to the Company in pursuance of any Act relating to the Company which is entitled to rank in priority to or *pari passu* with the interest on their mortgages or debenture stock.

A.D. 1896.
Priority of mortgages and debenture stock over other debts.

45. The Company shall not have power to raise the money by this Act authorised to be borrowed on mortgage or by the issue of debenture stock or any part thereof by the creation of shares or stock instead of by borrowing or to convert into capital any money borrowed under the powers of this Act unless in either case all dividends upon such shares or stock whether ordinary or preferential are limited to a rate not exceeding five pounds per centum per annum.

As to conversion of borrowed money into capital.

46. All moneys raised under this Act whether by shares or stock borrowing or debenture stock shall be applied only for the purposes of this Act and of any agreement which may be made thereunder and the general purposes of the Company being in all cases purposes to which capital is properly applicable.

Application of moneys.

47.—(1.) At any time within twelve months after the passing of this Act the Company may by a majority of three-fourths of the votes of the proprietors present in person or by proxy and entitled to vote and voting at a meeting duly convened with notice of the object resolve and determine that as from a day to be named in any such resolution the whole or certain classes to be named in the resolution of their then existing debenture stocks created and issued under the powers of the recited Acts and this Act or any of them shall be consolidated and thereupon as from the day so named all the then existing debenture stocks in the Company's undertaking so created and issued as aforesaid or as the case may be the debenture stocks mentioned in the resolution shall by the authority of this Act be consolidated into debenture stock (herein-after referred to as "consolidated debenture stock") under such name as the resolution shall prescribe of one class and bearing such uniform rate of interest as shall be specified in the resolution not exceeding four per centum per annum.

Power to consolidate debenture stocks.

A.D. 1896.

(2.) Such consolidation shall not take effect unless the Company shall have previous to the day so named in such resolution created and registered in the name of each holder of the debenture stock included in the consolidation such a nominal amount of consolidated debenture stock as will yield an amount of interest thereon equal to the amount of interest yielded by the existing debenture stock in lieu of which the consolidated debenture stock is so issued and they may create and issue consolidated debenture stock accordingly.

(3.) Forthwith upon the consolidation taking effect the Company shall issue to every holder of the consolidated debenture stock free of charge for so doing a certificate for and representing such an amount of consolidated debenture stock as such holder is entitled to under the foregoing provision and until the issue of such new certificates the existing certificates of debenture stock and the holders thereof shall bear and possess the same rights and advantages as they would have had and possessed if this Act had not passed:

Provided that the Company shall not issue any new certificate unless and until the existing certificate in substitution for which it is issued is given up to be cancelled or is proved to the satisfaction of the Company to have been lost or destroyed.

(4.) Notwithstanding anything in this section contained no person shall become entitled under this section to any fractional part of a pound of consolidated debenture stock but in every case in which any such person or corporation would have become entitled to a fractional part of a pound of such stock the Company may pay to such person a sum in cash equal to the market value of such fractional part and the Company may from time to time create and issue such further additional amount of consolidated debenture stock as they may find requisite for giving effect to the provisions of this section.

(5.) Consolidated debenture stock shall remain and be vested in the person or persons to whom it is issued upon the same trusts and subject to the same powers provisoes declarations agreements charges liabilities and incumbrances as at the time of the issue thereof affect the debenture stock in substitution for which the consolidated debenture stock is issued and so as to give effect to and not revoke any deed or other instrument or testamentary disposition affecting the same and every such deed or other instrument or disposition shall take effect with reference to the whole or a proportionate part as the case may be of the stock substituted.

Trustees &c.
may accept
consolidated
debenture
stock.

48. Trustees executors and administrators may accept any consolidated debenture stock created and issued under the authority of this Act in substitution for any other debenture stock of the Company and may hold dispose of or otherwise deal with the same

in all respects as they might have held disposed of or otherwise dealt with the debenture stock for which such consolidated debenture stock may be substituted. A.D. 1896.

49. The consolidation of debenture stocks by this Act authorised shall in no way alter prejudice or affect any of the rights powers or privileges of the Company at the time of the consolidation with respect to the borrowing of moneys on mortgage or by the creation and issue of debenture stock. Provided that if and whenever the aggregate amount from time to time of the consolidated debenture stock so issued is greater than the aggregate amount of the debenture stock for which the consolidated debenture stock is substituted yet for the purposes of any and every Act with respect to the defining of the borrowing powers of the Company the consolidated debenture stock shall be deemed to be of the same amount as the amount of the debenture stock for which the same is substituted.

Consolidation of debenture stocks not to affect borrowing powers of the Company.

50. If the Company consolidate their debenture stocks under the foregoing provisions of this Act any debenture stock which the Company may from time to time create under the powers of any Act or Acts already passed or of this Act may be created as and shall in that event form part of such consolidated debenture stock.

Uncreated debenture stock under existing Acts may be created as consolidated debenture stock.

51. Sections 18 19 and 20 of the Companies Clauses Consolidation Act 1845 shall be deemed and construed to include and apply to all or any debenture stock of the Company created or to be created by the Company and interest on any such stock as if such stock and interest respectively had been expressly named in the said sections.

Sections 18 19 and 20 of Companies Clauses Consolidation Act 1845 applied to debenture stock.

52. Section 24 of the East Surrey Water Act 1885 shall be read and have effect as if the number 8 had been inserted therein as the number to which the directors of the Company may be increased in lieu of the number 7 wherever such last mentioned number occurs.

Alteration of number of directors.

53. The costs charges and expenses preliminary to and of and incidental to the preparing of and applying for and the obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

Expenses of Act.

A.D. 1896.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

THIS INDENTURE made the eighteenth day of October one thousand eight hundred and ninety-five between the REIGATE WATERWORKS COMPANY LIMITED (who with their successors and assigns are herein-after included in the term "the Reigate Company") of the one part and the EAST SURREY WATER COMPANY (who with their successors and assigns are herein-after included in the term "the East Surrey Company") of the other part.

WHEREAS by the Caterham Spring Water Company's Act 1862 the Caterham Spring Water Company were incorporated for the purpose of supplying with water certain places in Surrey And whereas by the East Surrey Water Act 1885 (inter alia) the name of the Caterham Spring Water Company was changed from and after the passing of the said Act to the East Surrey Water Company And whereas the Reigate Company is a Company incorporated with limited liability under the Companies Acts with a memorandum and articles of association and by the said memorandum of association the objects for which the said Company is established are declared to be for the purpose of supplying water to the inhabitants of Reigate and its neighbourhood And whereas the said district so supplied by the Reigate Company is contiguous to or surrounded by a part of the district supplied by the East Surrey Company And whereas the Reigate Company is desirous of selling and transferring to the East Surrey Company and the East Surrey Company is desirous of purchasing the undertaking waterworks property plant and appliances of the Reigate Company upon the terms and subject to the conditions and provisions herein-after appearing And whereas the authorised share and loan capital of the East Surrey Company and the amounts thereof respectively issued up to the present time are as follows (that is to say):—

A.D. 1896.

Acts of Parliament authorising the raising of Capital.	Description of Capital.	Maximum Dividend authorised.	No. of Shares issued.	Distinctive Numbers of Shares issued.	Nominal Amount of Share.	Called up per Share.	Total paid up.	Amount issued but not paid.	Remaining to be issued and called up.	Total Amount authorised.
25 & 26 Vict. c. 83	Ordinary shares -	10 per cent.	2,800	1 to 2,800	£ 10	All -	28,000	-	-	70,000
48 Vict. c. 28	Ordinary shares -	7 per cent.	4,200	2,801 to 7,000	10	All -	42,000	-	-	70,000
57 & 58 Vict. c. 119	Ordinary shares -	7 per cent.	2,000	7,001 to 9,000	10	All -	20,000	-	56,248	80,000
						Premiums -	3,752	-		
						Ordinary -	93,752	-		150,000
36 Vict. c. 42	Preference shares -	5 per cent.	2,200	1 to 2,200	10	All -	22,000	-	-	50,000
44 & 45 Vict. c. 207	Preference shares -	5 per cent.	1,600	2,201 to 3,800	10	All -	16,000	-	-	50,000
48 Vict. c. 28	Preference shares -	5 per cent.	1,800	3,801 to 5,000	10	All -	12,000	-	-	50,000
						Preference	50,000	-		50,000
25 & 26 Vict. c. 83	Debenture Stock -	4 per cent.	-	-	-	-	7,500	-	-	38,500
36 Vict. c. 42	Debenture stock -	4 per cent.	-	-	-	-	5,500	-	-	38,500
44 & 45 Vict. c. 207	Debenture stock -	4 per cent.	-	-	-	-	12,000	-	-	38,500
48 Vict. c. 28	Debenture stock -	4 per cent.	-	-	-	-	13,500	-	-	38,500
57 & 58 Vict. c. 119	Debenture stock -	4 per cent.	-	-	-	-	4,700	-	14,185	20,000
						Premiums -	1,115	-		20,000
						Debenture stock	44,315	-		58,500
						Totals -	188,067	-	70,433	258,500

A.D. 1896.

Now this Indenture witnesseth and it is hereby agreed by and between the parties hereto as follows (that is to say):—

1. For the considerations herein-after appearing the Reigate Company do undertake to sell and transfer as beneficial owners to the East Surrey Company in fee simple free from incumbrances and the East Surrey Company to purchase and accept as from the thirty-first day of March one thousand eight hundred and ninety-six or such other date of completion as may hereafter be mutually agreed upon between the parties (which said thirty-first day of March or such other date as aforesaid is herein-after referred to as "the date of transfer") First all and singular the hereditaments and premises which are more particularly described in the First and Second Schedules hereto subject nevertheless as to the hereditaments and premises described in the said Second Schedule to the provisions of clause 2 hereof Secondly all that the undertaking of the Reigate Company together with all the water-works reservoirs rights powers privileges easements and appurtenances now belonging to or enjoyed by the Reigate Company in connexion with its undertaking without any reservation whatsoever Thirdly all and singular the mains plant machinery fixtures stores and stock in trade of all kinds whereof an inventory is set forth in the Third Schedule to these presents together with all books papers plans maps contracts agreements and titles now belonging to and used by the Reigate Company in connexion with its undertaking Fourthly all sums which shall have been received by the Reigate Company upon their capital account and which shall not have been expended at the date of transfer and all cash in hand or at bankers book debts sums receivable on account of revenue and assets of every description of the Reigate Company as at that date (save as is herein-after mentioned) together with the right to sue for and recover any of the same either in the name of the Reigate Company or the East Surrey Company.

2. The Reigate Company shall use their best endeavours to carry out and complete before the date of transfer the purchase of the hereditaments and premises described in the Second Schedule hereto in accordance with the contract mentioned in the said schedule Provided nevertheless that if the said contract is not carried out and completed as aforesaid the interest and liabilities thereunder of the Reigate Company shall on the date of transfer be taken over by the East Surrey Company.

3.--(i.) The abstract of title to the hereditaments and premises described in the First Schedule hereto shall commence as follows :—

No. in Schedule.	Commencement of Title.	Particulars.
1	14th November 1859	Grant from Earl Somers.
2	8th December 1865	Conveyance from Earl Somers.
3	26th May 1879	Grant from Earl Somers.
4	29th September 1883	Conveyance.
5	23rd July 1861	"
6 (part of)	25th January 1870	Lease from Lord Monson.
6 (part of)	29th June 1883	Demise from Lord Monson.

Provided always that the several properties are sold subject to and with the benefit of the various covenants and conditions contained in the muniments of title and more particularly of the covenants on the part of the Reigate Waterworks Company contained in two indentures of grant and covenant dated respectively the nineteenth day of April one thousand eight hundred and seventy-five and the tenth day of June one thousand eight hundred and seventy-five as to keeping open and in repair a certain watercourse and maintaining culverts and a bay as therein more particularly mentioned.

(ii.) It shall be assumed without any further proof that the hereditaments described in the Second Schedule hereto were comprised in the premises described as "the messuage and farm called Clayhall in the parish of Reigate in the county of Surrey" in the conveyance forming the root of title thereto and that such hereditaments form no part of Clayhall Farm anciently described as a mead lying by Wallis' Brook (and which is at a distance) which is said to be chargeable with a share of the expenses of maintaining Rice Bridge over the river Mole.

4. From the date of these presents until the date of transfer the Reigate Company shall out of their receipts on account of revenue pay and discharge all working expenses and other disbursements properly chargeable to revenue and the expenses of management including directors and auditors' fees and they shall be entitled if properly able to do so also out of such revenue receipts during such period to pay a dividend not exceeding a dividend at the rate of eight pounds per cent. per annum upon their paid-up capital for the time being not exceeding in the whole twenty thousand pounds. After payment of such expenses disbursements and dividends as aforesaid they shall further be entitled during such period out of the surplus of such revenue receipts if duly and sufficiently earned to make an addition to their present reserve fund now amounting to one thousand eight hundred pounds of a sum not exceeding a sum at the rate of two hundred pounds per annum. The said reserve fund of one thousand eight hundred pounds and such additions as aforesaid are expressly reserved from the above sale and transfer and shall be retained by the Reigate Company for their own use and benefit. Save as aforesaid the surplus remaining unexpended of the sums received by the Reigate Company on account of revenue between the date of these presents and the date of transfer after providing for the expenses disbursements and dividend above mentioned shall be included in the sale and shall be paid over to the East Surrey Company upon completion.

5. The Reigate Company shall up to the date of transfer pay and discharge their debts and liabilities out of the assets of the Reigate Company and indemnify the East Surrey Company against all actions suits claims or demands whatsoever for or in respect of the same.

6. The Reigate Company will from the date of these presents until the date of transfer keep in good and proper repair all the buildings waterworks reservoirs and other works (except the wooden covers to the storage tanks and filter beds) belonging to the undertaking and premises hereby transferred and also the said mains plant machinery and fixtures an inventory whereof

[Ch. cxxvii.] *East Surrey Water Act, 1896.* [59 & 60 VICT.]

A.D. 1896. is set forth in the said Third Schedule hereto and will keep the whole of their works and undertaking in good order as a going concern.

7. From and after the date of transfer the Reigate Company shall cease to supply water and the district known now or formerly as the old borough of Reigate shall for the purposes of water supply be included in and form a portion of the parliamentary district of the East Surrey Company to all intents and purposes as if it had formed a portion of the original district included in the said Caterham Spring Water Company's Act 1862.

8. Should the East Surrey Company desire to retain the services of the present regular operative staff of the Reigate Company or any of them the Reigate Company will use their best endeavours to facilitate such arrangement and in particular as regards the services of Mr. E. S. Pike or other their secretary or manager for the time being and further the Reigate Company will (should the East Surrey Company so desire) transfer to them their interest in the present office of the Reigate Company the East Surrey Company paying the rent and all outgoings of such office and indemnifying the Reigate Company against all breaches or non-observance of covenant in respect of the same and also paying all salaries of such members of the staff as they may elect to retain as from the date of transfer.

9. The East Surrey Company shall upon the date of transfer issue to such persons and in such amounts as the directors of the Reigate Company shall nominate and direct preference stock to the nominal amount of forty thousand pounds such stock to form part of an issue of not exceeding seventy-five thousand pounds like stock which shall be issued upon the following terms:—

(i.) The said stock shall carry interest on the nominal amount thereof at the rate of four per cent. per annum and payable *pari passu* to the holders thereof half yearly on the first day of March and the first day of September:

(ii.) The said stock and the interest thereon shall rank as against the undertaking as the same shall from time to time consist of the East Surrey Company immediately after the debentures debenture stock or mortgages now or hereafter to be issued or raised by that Company under the powers conferred by their present or any future Acts of Parliament as a prepreferential capital stock and in priority to the share capital preference or ordinary of the company at present authorised and the East Surrey Company shall not be entitled at any time hereafter to create or issue any share capital taking priority over the stock to be issued under this clause or the interest thereof without the consent of a majority of three-fourths in value of the holders of the said stock.

10. As from the date of transfer the East Surrey Company will assume and discharge all responsibilities debts liabilities and engagements in connexion with the supply of water in the Reigate Company's former district and will carry out all contracts entered into by the Reigate Company including the contract mentioned in the Second Schedule hereto if the same

shall be still unperformed and will observe and perform the covenants and conditions subject to which the said hereditaments or any of them are sold and will (subject to the provisions of clause 5 hereof) indemnify the Reigate Company against all actions suits claims and demands whatsoever by reason or in respect of the non-discharge of any such responsibilities debts liabilities and engagements or the non-completion of any of such contracts or the non-observance or non-performance of any of such covenants and conditions which may take place after the date of transfer.

11. This agreement is conditional upon (i.) a special resolution confirming the same being passed by the shareholders of the Reigate Company and by a majority of three-fourths of the shareholders of the East Surrey Company at extraordinary meetings of each Company respectively to be held within six calendar months from the date hereof and to be specially convened for that purpose and (ii.) upon an Act of Parliament being passed as herein-after mentioned Should this agreement not be confirmed as aforesaid or should the necessary Act of Parliament not be passed this agreement and everything herein contained shall be void and of no effect.

12. The East Surrey Company shall in the next Session of Parliament at their own cost apply either (at their option) by a separate Bill or by provisions inserted in a Bill relating to other objects for an Act of Parliament enabling it to effect the purchase and transfer hereby agreed and to create and issue the rentcharge stock mentioned in clause 9 hereof and generally to carry into effect the provisions of these presents and the Reigate Company shall give every reasonable assistance to the East Surrey Company to enable the latter Company to obtain the Act Provided always and these presents are subject to the approval of Parliament and to the express condition that if during the passage of the said Bill through Parliament any material alteration is inserted or required by Parliament either in this agreement or in the provisions of the said Bill affecting the subject matter thereof or any requirement be made by Parliament with which either Company shall be unable to comply it shall be competent to either Company upon giving written notice to the other Company within fourteen days after such alteration or requirement shall have been inserted or required or made to withdraw from this agreement and declare the same to be no longer binding on them and thereupon the same shall be null and void and the provisions of the Bill relating to the premises shall in such event be withdrawn.

In witness whereof the Reigate Waterworks Company Limited and the East Surrey Water Company respectively have caused their common seal to be hereunto affixed the day and year first above written.

A.D. 1896.

FIRST SCHEDULE.

1. All that piece of ground lying at the north-west end or corner of the arable field called the Pest House Field and containing seven hundred and seventeen square yards or thereabouts lying in the foreign of the parish of Reigate in the county of Surrey And also full and free liberty to enter and lay down certain iron pipes from the said piece of ground on and along the said Pest House Field along and up the west end of the park at Reigate aforesaid to go into a certain tank of water herein-after mentioned at the west end of the said park And also full and free liberty for the said Company their successors and assigns and their workmen at all times to enter upon and break the ground or soil wherein the said pipes shall be laid to the width of four feet for repairing or renewing the same doing no more damage than occasion shall require and reinstating and replacing the ground or soil to its former state and subject always to the payment to the tenant or occupier for the time being of the said land for all damage and loss which he or she may sustain for or by reason or on account of the laying down renewing or repairing of the said pipes or any of them which said piece of ground and the course and direction of the said pipes therefrom to the said tank are more particularly delineated in the plan annexed hereto and numbered 1 and therein coloured red with the appurtenances :

And full right and liberty to enter upon and break open the ground and soil on the top of the west end of the park at Reigate aforesaid for the purpose of making and forming a tank for water of the length of sixty feet the width of twenty-one feet and the depth of ten feet and of ingress egress and regress at all times to the said Company their successors and assigns and their workmen for the purpose of keeping the said tank from time to time in repair and emptying and cleansing the same subject nevertheless to and upon the express condition that the highest part of the arch or cone of the said tank shall not exceed two feet in height above the surface of the surrounding ground and that the soil and turf arising from the digging excavating and forming the said tank shall be always relaid and spread over an incline or otherwise as Earl Somers his heirs or assigns shall direct and so that the raising or forming the said tank shall not be unsightly and shall be as little injurious as possible to the prospect or surface of that part of the said park And also full and free liberty to enter upon the said park and lay down or continue pipes from the said tank down the north side of the west end or slope of the said park to and into the highway called Park Pond Head Lane in Reigate aforesaid which said tank and the course and direction of the said last-mentioned pipes are also indicated in the said Plan No. 1 and therein coloured red Together with full right and liberty to the said Reigate Water Company their successors and assigns to use the said tank for storing or preserving water for the purposes of their said undertaking And also of ingress egress and regress from time to time to break open the ground or soil wherein the said last-mentioned pipes shall be laid for the purposes of repairing renewing or relaying the same doing as little damage as may be and restoring the surface of the said ground or soil to its former state.

2. All that piece of ground containing by admeasurement one rood and thirty-eight perches lying on the north and west sides of the engine house cottage and buildings belonging to the said Reigate Waterworks Company (erected on the last described piece or parcel of ground) situate in the foreign of the parish of Reigate in the county of Surrey and which said piece or parcel of land is with the abuttals and dimensions thereof more particularly delineated in the plan numbered 2 annexed hereto wherein the same is edged with a red colour.

3. All that piece of land or ground situate in the foreign of the parish of Reigate in the county of Surrey and more particularly delineated and described in the plan numbered 3 annexed hereto and therein coloured pink and green subject as to the portion coloured green and marked road to the Company making and maintaining in good repair a good and sufficient road from Littleton Lane to the Moors there as indicated by the letters A to B and to a grant and covenant to and with Earl Somers his heirs and assigns that he the said Earl Somers his heirs and assigns and the owner or owners of the Priory Farm for the time being or any part thereof his and their tenants agents workmen and occupiers of the said farm or any subtenants of the same or any lessees and occupiers of the same or any part thereof which may be demised or let for the purpose of building or otherwise shall have full and free right and liberty from time to time and at all times hereafter at his and their will and pleasure by night and by day and for all purposes to go return pass and repass with horses carts waggons and other carriages laden or unladen and also to drive cattle and other beasts in through along and over the same and the roadway made by the Company.

4. All that piece or parcel of meadow or pasture land and half the bed of the stream on the south-east side thereof situate at Reigate in the county of Surrey being part of a certain field called "The Moors" forming part of a farm called "Littleton Farm" as the same piece or parcel of land contains an area of one acre and one rood and is more particularly delineated and described in the Plan No. 4 annexed hereto and therein edged with the colour pink and being No. 767 and part of No. 766 on the Ordnance Map of the parish of Reigate aforesaid subject to covenants on the part of the Company to erect fence plant a quick hedge and maintain and protect same not to erect any house building wall or erection except roofs over underground water tanks and those not to exceed four feet six inches in height and upon failure of supply of water in the wells on Littleton Farm at their own expense to supply and keep supplied such deficiency And to perform and fulfil all the covenants and obligations on their part in and under an indenture of grant and covenant dated nineteenth April one thousand eight hundred and seventy-five.

5. All that piece of ground situate on the side of Reigate Hill in the foreign of the parish of Reigate in the county of Surrey parcel of the Gatton Estate the position and extent of which said piece of land is delineated in the Plan No. 5 annexed hereto and therein distinguished by the colour pink Together with full right and liberty for the lessees their successors and assigns and all persons authorised by them to break up the ground and soil of other

A.D. 1896.

part of the land of the lessor for the purpose of constructing and laying down a main line of pipes to the reservoir (erected on the said piece of land as herein-after mentioned) in the position indicated by a blue line on the said plan except so much as lies between the points marked A and B on the said plan and with full power to enter upon the said lands of the lessor with carts horses and other vehicles for the purpose of constructing the same and bringing and removing materials to and from the said lands And also together with full right and liberty for the lessees their successors and assigns and all persons authorised by them at all times hereafter with horses carts carriages and other vehicles to enter upon the said lands for the space of five feet on each side of the said intended line of pipes for the purpose of repairing amending and relaying the said line of pipes or any part thereof And also a free and uninterrupted right of footway of the width of five feet to and from the said piece of land above described over and along the other lands of the lessor in the position indicated on the said plan by a double red line for the purpose of conveying materials and for any other reasonable purpose connected with the works of the said Company And also full right and liberty to the lessees their successors and assigns and all persons authorised by them to break up the ground and soil of other part of the lands of the lessor for the purpose of constructing and laying down a main line of pipes to the reservoir above mentioned in the position indicated by a red line drawn between the points marked A and B on the said plan To be held for the term of ninety-nine years from the twenty-fourth day of June one thousand eight hundred and sixty-seven at the yearly rent of two pounds two shillings.

SECOND SCHEDULE.

All those two pieces or parcels of meadow or pasture land situate at the north end and being part of Clayhall Farm in the parish of Reigate in the county of Surrey now or late in the occupation of W. and W. Clifton containing by admeasurement one acre two roods and being the enclosures 768 and 770 on the $\frac{1}{2500}$ map of the Ordnance Survey for the said parish of Reigate and more particularly delineated on the plan No. 6 annexed hereto and therein coloured green which hereditaments the Reigate Company have by an agreement dated the twenty-seventh December one thousand eight hundred and ninety-four and made between the trustees of and for the estates given and settled by Henry Smith Esquire deceased and by his Trustees since his decease to and for charitable uses of the one part and the Reigate Company of the other part agreed to purchase for the sum of three hundred pounds.

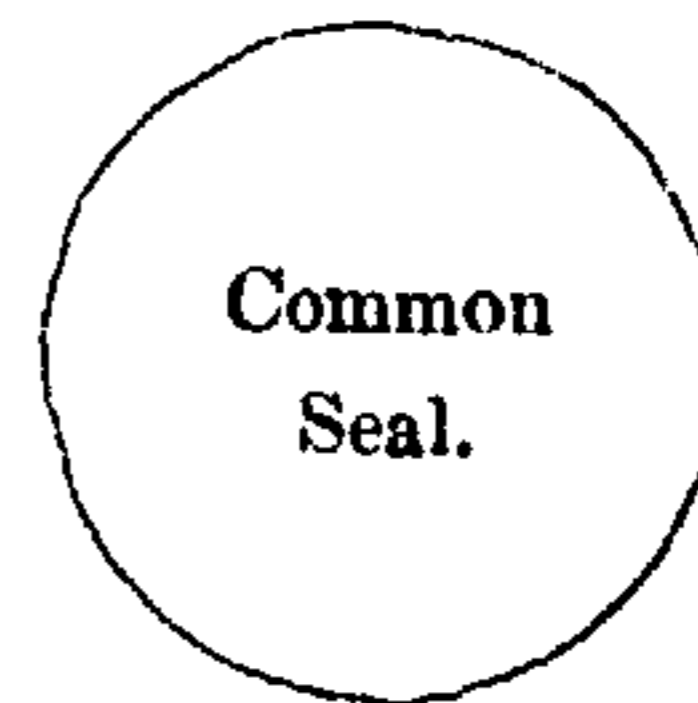
THIRD SCHEDULE.

A.D. 1896.

One horizontal 15 h.p. pumping engine.
Two grasshoppers 6 ditto each ditto.
One portable (Worthington) ditto and boiler.
One portable (Clyde) ditto ditto.
Two fixed horizontal boilers.
One hot water heater.
One circular cast iron tank with all necessary pipes valves and connexions.
One 3-inch meter.
Eighty-eight consumers' meters fixed.
Eighteen ditto ditto in stock.
All pumping and service mains as laid.

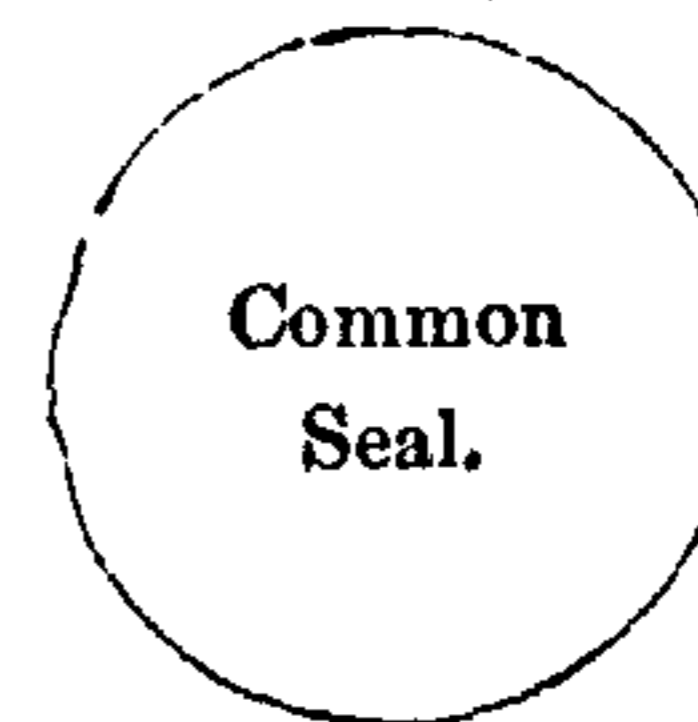
The Common Seal of the East Surrey Water Company
was hereto affixed in the presence of

CLAIR J. GRECE }
PETER RIDDOCH } Directors.
J. R. DOWNES Secretary.



The Common Seal of the Reigate Waterworks Company
Limited was affixed hereto in the presence of

F. BUDGEN }
EDWD. LARMER } Directors.
EDMD. S. PIKE Secretary.



THE SECOND SCHEDULE.

ACTS RELATING TO THE COMPANY.

The Caterham Spring Water Company's Act 1862.
The Caterham Water Order 1873.
The Caterham Spring Water Company's Act 1881.
The East Surrey Water Act 1885.
The East Surrey Water Order 1894.

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