



## CHAPTER 98.

An Act to ratify and confirm an Agreement between the Corporation of the City of Victoria and Sooke Harbour Water Company, Limited, bearing Date the Thirtieth Day of October, 1912.

[1st March, 1913.]

**H**IS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

1. The Agreement, bearing date the thirtieth day of October, 1912, and made between the Corporation of the City of Victoria and Sooke Harbour Water Company, Limited, as set out in Schedule A hereto, is hereby ratified and confirmed and declared valid and binding upon the parties thereto and upon the Water Commissioner of the Corporation of the City of Victoria under the "Corporation of Victoria Waterworks Act, 1873," and amendments thereto: Provided that nothing in this Act or the Schedule thereto contained shall for any purpose be deemed or construed to be an acknowledgment or declaration that the Corporation of the City of Victoria has any interest in or control of any waters within a radius of twenty miles from the said city beyond the interest and control therein to which the Corporation is at present entitled by virtue of any Statute.

2. All rights of expropriation given under any Act of the Legislature now in force or hereafter passed to any municipality now or hereafter incorporated, and having jurisdiction over the area mentioned in clause 3 of said Schedule A, shall apply to the said Sooke Harbour Water Company, Limited, and all its undertakings.

3. Notwithstanding the provisions of this Act and the said Agreement, the said Corporation shall not be deemed to be under

any obligation or to have contracted to supply at any time hereafter to said Company water in excess of one million gallons per twenty-four hours so long as the population of the area defined in paragraph 3 of said Agreement shall not exceed ten thousand persons, and one million gallons extra per twenty-four hours for each additional ten thousand of population or fraction thereof in such area, but so as not to exceed five million gallons per twenty-four hours except by mutual agreement.

## SCHEDULE A.

MEMORANDUM OF AGREEMENT, made this thirtieth day of October, 1912.  
Between,

THE CORPORATION OF THE CITY OF VICTORIA (hereinafter called "the Corporation") of the first part;

and

THE SOOKE HARBOUR WATER COMPANY, LIMITED (hereinafter called "the Company"), of the second part.

Whereas the Corporation of the City of Victoria, under the powers and authorities given to them by virtue of the provisions of the "Corporation of Victoria Waterworks Act, 1873," and amending Acts, are undertaking the supply of water for domestic purposes to the inhabitants of the City of Victoria and surrounding districts from a source of supply at Sooke Lake, in the Sooke District, in the Province of British Columbia:

And whereas the Company have been organized to supply water for domestic and other purposes to that portion of the Sooke District, in the Province of British Columbia, in the immediate vicinity of Sooke Harbour, and propose to take their source of supply from some creek or stream or lake in the immediate vicinity of Sooke Harbour temporarily until such time as the main pipe-line of the Corporation leading from Sooke Lake to the City of Victoria is in operation, the location of which pipe-line is said to be within a short distance of Sooke Harbour, and at an elevation of approximately five hundred (500) feet; and after the said main pipe-line is in operation the Company propose to take water from the said main pipe-line as the only source of water-supply of the said Company:

And whereas under the provisions of the said "Corporation of Victoria Waterworks Act, 1873," the City of Victoria has or appears to have some interest in or control of all the waters within a radius of twenty (20) miles from the said city, and it is desirable that the said Corporation shall waive any rights which they may have in the temporary source of supply proposed to be taken by the Company:

Now, therefore, this Indenture witnesseth that, in consideration of the premises and of the mutual covenants, promises, and agreements hereinafter contained, and in pursuance of all the powers them thereunto enabling, the parties hereto mutually covenant, promise, and agree each with the other as follows:—

1. That the Corporation will raise no objection and will give whatever assistance may be necessary to any application which the Company may make for a water record or water records of sufficient capacity to supply the needs of the Company for a temporary period until the main pipe-line of the Corporation is in good complete working order, and the Water Commissioner shall have given notice in writing to the Company accordingly, and the main pipe-line shall not be deemed to be in good working order until it is delivering into the Humpback Reservoir and into the City of Victoria an uninterrupted supply of water, whereupon the said water record or records shall be assigned to the city as hereinafter provided.

2. That the Corporation will insert in the said main pipe-line at a place to be mutually convenient to the Corporation and the Company, and to be located by the engineers of the Corporation and the Company respectively, a junction pipe of sufficient capacity to supply the then present and future needs of the Company, together with a meter of sufficient capacity to register the amount of such estimated quantity of water to be measured, and will allow the Company to take and use all the water which they from time to time and at all times thereafter require for the purpose for which the said Company has been incorporated, subject only to the prompt payment of the charges therefor hereinafter agreed to be paid by the Company.