

ADMINISTRATION REPORT

OF THE

SINGAPORE MUNICIPALITY

FOR THE YEAR

1927



SINGAPORE:

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1928

Dated 5th December, 1927.

**HIS HIGHNESS THE SULTAN AND
SOVEREIGN RULER OF THE STATE
AND TERRITORIES OF JOHORE**

AND

**THE MUNICIPAL COMMISSIONERS OF
THE TOWN OF SINGAPORE.**

AGREEMENT

AS TO

CERTAIN WATER RIGHTS

IN

JOHORE.

This Indenture made the 5th day of December One thousand nine hundred and twenty-seven between His Highness Ibrahim Sultan and Sovereign Ruler of the State and Territories of Johore, His Heirs and Successors (hereinafter called "the Johore Government") of the one part and the Municipal Commissioners of the Town of Singapore (hereinafter called "the Commissioners") of the other part.

Witnesseth as follows:—

1. In consideration of the rents and covenants on the part of the Commissioners hereinafter reserved and contained the Johore Government will forthwith permanently reserve under the provisions of section 9 of the Land Enactment, 1910, or otherwise effectively and permanently set aside for the purposes herein mentioned, all the land situate at Gunong Pulai containing an area of approximately 2,100 acres the approximate boundaries of which are delineated and edged pink in the plan hereto annexed and marked "Plan A."

2. The Johore Government hereby grants, subject to the several covenants on the part of the Commissioners and stipulations hereinafter contained, unto the Commissioners—

1. The full and exclusive right and liberty to enter upon and occupy and use for the purposes herein mentioned all the said land.
2. The full and exclusive right and liberty to take impound and use all the water which from time to time may be or be brought or stored in upon or under the said land.

3. The Commissioners will pay to the Johore Government the yearly rent of 30 cents for every acre or part of an acre of the said land to be paid in advance on the first day of January in every year during the continuance of these presents the first of such payments to be made on the signing hereof in respect of the years 1924, 1925, 1926 and 1927.

4. The Johore Government will not for the period of 21 years from the date hereof without the consent in writing of the Commissioners alienate any part of the land containing an area of approximately 25 square miles the approximate boundaries of which are delineated and edged blue in the said plan marked "Plan A." Provided always that whenever the Johore Government shall receive an application made bona fide for any part of such land which it is willing to comply with upon terms which the applicant is willing to accept, the Johore Government will give notice thereof in writing to the Commissioners and if within six months from the receipt of such notice the Commissioners shall not give such notice as is next hereinafter mentioned the Johore Government shall be at liberty to alienate to the applicant but to no other the land specified in such application, but if within the said period of six months the Commissioners shall give notice to the Johore Government to the effect that such land is not to be alienated or that they require such land then such last mentioned notice shall be deemed to be given and shall have the same effect and the same consequences as a notice given under the provisions of clause 5.

5. Whenever from time to time the Commissioners shall give notice in writing to the Johore Government that they require to use and occupy any part or parts of the said land being then State Land edged

blue on the said plan marked "Plan A" for the purposes herein mentioned the Johore Government will forthwith permanently reserve under the provisions of section 9 of the said Enactment or otherwise effectively and permanently set aside the land specified in such notice for the purposes herein mentioned.

6. The Johore Government hereby grants, subject to the several covenants on the part of the Commissioners and stipulations hereinafter contained, unto the Commissioners from the time when any such notice as aforesaid is given by the Commissioners—

1. The full and exclusive right and liberty to enter upon and occupy and use for the purposes herein mentioned all land mentioned in every such notice as aforesaid.
2. The full and exclusive right and liberty to take impound and use all the water which from time to time may be or be brought in upon or under such land.

7. The Commissioners will pay to the Johore Government in every year the sum of \$5 for every acre of land (and so in proportion for any less period or any less area) so reserved or set aside under the provisions of clause 5 to be paid in advance on the 1st day of January in every year during the continuance of these presents, the first of such payments in respect of any land specified in any notice given under the provisions of clause 5 to be made when notification of the reservation thereof is published in the Johore Government Gazette.

8. The Johore Government will permanently reserve under the provisions of section 9 of the said enactment or otherwise effectively and permanently set aside for the purposes herein mentioned all such pieces of land 33 feet in width lying within and along the whole length of the land shown and coloured brown on the plan hereto annexed and marked "Plan B" as the Commissioners shall from time to time by notice in writing require the Johore Government to reserve for such purposes. Provided always that nothing in this clause contained shall be deemed to apply to any public road, public road reserve, Government reserve or Government railway line within the land shown and coloured brown on the said plan marked "Plan B."

The Commissioners may forthwith enter upon the land coloured brown on the said plan marked "Plan B" and will demarcate with all reasonable speed the land to be so reserved.

9. The Johore Government will acquire all land lying within the land edged blue on the said plan marked "Plan A" and lying within the land coloured brown on the said plan marked "Plan B" which is not State land and which the Commissioners may by notice in writing require to be reserved for them as aforesaid, and after every acquisition is completed the Commissioners will pay to the Johore Government the price or compensation paid therefor and all disbursements made in connection with the acquisition. The certificate of the Commissioners of Lands and Mines, Johore, as to the amount payable by the Commissioners shall be conclusive and binding on the parties hereto and such amount shall be paid upon demand and bear interest at the rate of 6 per cent. per annum from the time of demand until payment.

The Commissioners shall have the right to appear and be heard and to adduce evidence at the hearing of the proceedings for all such acquisitions.

10. The Johore Government hereby grants unto the Commissioners—

1. The right to enter upon occupy and use the land lying within the said land coloured brown on the said plan marked "Plan B" other than public roads, public road reserves, Government reserves, or Government railway lines, for the purposes herein mentioned and in particular to lay and maintain there pipe-lines and aqueducts and other works constructions and things requisite or expedient or convenient for water-works and the supply of water.
2. The right to lay and maintain pipe-lines and aqueducts along or under such parts of public roads, public road reserves, Government reserves and Government railway lines whether existing at or after the date of these presents as lie in the line of direction of the land coloured brown on the said plan marked "Plan B," the Commissioners making good damage to the said public roads, public road reserves, Government reserves and Government railway lines in accordance with the provisions of clause 20. The work which the Commissioners shall require to do in exercise of the right given by this sub-clause shall be carried out in such manner as the State Engineer may reasonably require and in case of dispute as to the reasonableness of any such requirement the work directly affected thereby shall not be proceeded with unless and until such dispute shall be settled by arbitration hereunder or otherwise.

11. (1) The land described in clause 1 and the land which may be specified in any notice given under clause 4, clause 5 or clause 8, are hereinafter referred to as the reserved land.

(2) The Johore Government will, whenever required by the Commissioners by notice in writing, forthwith prepare register and issue to the Commissioners a Grant or Grants of all or any part or parts of the reserved land which may be specified in any such notice. Every such Grant shall be expressed to be for the purposes of these presents and to be subject to such of the provisions hereof as are applicable to the reserved land. The Commissioners will pay to the Johore Government the expenses of and in connection with the preparation registration and issue of every such Grant. No premium shall be payable in respect of any such Grant.

12. The Johore Government hereby grants unto the Commissioners their servants agents and all persons authorised by them full and free right and liberty at all times to pass to and from all the reserved land with or without vehicles of any description.

13. The Commissioners may occupy and use the reserved land for all or any of the purposes following that is to say:—

1. To construct and maintain water-works.

2. To construct and maintain reservoirs, dams, tanks, pipelines, aqueducts, filters and other things requisite for water-works.
3. To construct and maintain all works incidental to or convenient for all or any of the purposes herein mentioned.
4. To erect and maintain buildings machinery and plant requisite expedient, or convenient for all or any of the said purposes.
5. To erect and maintain houses and other buildings for and in connection with the construction maintenance and upkeep of all the said works and things and with the water-works staff of the Commissioners and their requirements.
6. Every other purpose properly connected with or incidental to or convenient for all or any of the said purposes.

14. Any dispute which shall arise between the Johore Government and the Commissioners as to whether any building is within the provisions of the last preceding clause shall be submitted to the decision of His Highness the Sultan in Council whose decision shall be final.

15. All buildings, erections, fixtures, machinery, plant, materials, effects and things at any time or times erected on or brought upon or affixed to the reserved land by the Commissioners shall be and remain the property of the Commissioners notwithstanding that the same may be affixed to or built into or under the reserved land.

16. The Johore Government will not do at any time upon the reserved land or in its vicinity any act or thing whereby the purity of the water or the flow of water may be affected or interfered with and will use its best endeavours to prevent any such act or thing being done upon the reserved land or in its vicinity.

Every alienation of any of the land edged blue on the said plan marked "Plan A" to persons other than the Commissioners shall be subject to the condition that no act or thing whereby the purity of the water or the flow of water may be affected or interfered with shall be done or suffered to be done.

17. The Commissioners will commence the construction of the said water and other works on the reserved land as soon as possible after the signing hereof and will use their best endeavours to commence to supply water therefrom not later than the 1st day of August, 1927, but failure in this respect shall not give rise to any claim for damages or otherwise howsoever by the Johore Government.

18. The Commissioners may fell and use for and in connection with any of the said purposes timber and firewood on the reserved land but shall not remove any timber or firewood therefrom.

19. The Commissioners may quarry and use granite on the reserved land for and in connection with any of the purposes herein mentioned but not for any other purposes.

20. The Commissioners will make good all damage done to the roads and public works of the Johore Government in the course of laying, maintaining, renewing or repairing the said pipe-line other than such damage as may be attributed to fair wear and tear. Should the Commissioners fail to make good any such damage in accordance with the foregoing covenant to the satisfaction of the State Engineer, Johore, within one month from the receipt of a notice in writing from him so to do the damage may be made good by the State Engineer, Johore, and the cost thereof shall be recoverable from the Commissioners. And the certificate of the State Engineer shall be conclusive evidence of the sum due by the Commissioners in respect of damage which they may be liable to make good but shall not be conclusive as to the liability of the Commissioners to make good the repairs carried out by the State Engineer.

21. The Commissioners will at any time after a supply of water is available and after one calendar month's notice in writing given to them by the Johore Government requiring water to be supplied supply to the Johore Government water in bulk from the reserved land in such quantity up to but not exceeding the quantities mentioned in clauses 22 and 23 as the Johore Government may require from time to time by notice in writing to the Commissioners. The water shall be supplied at such point or points not exceeding six on the main pipe-line as the Johore Government acting by the State Engineer of Johore shall specify to the Commissioners in writing. If the State Engineer shall so specify the said point or points before the main pipe-line shall be laid thereto the Commissioners will at their own expense construct at such point or points proper outlets and junctions for connecting thereto the pipes of the Johore Government.

If the said point or points shall be so specified after the main pipe-line shall be laid thereto the Commissioners will construct thereat such proper outlets and junctions as aforesaid and the Johore Government will reimburse to them the expense of constructing the same and the certificate of the Municipal President as to the amount of such expense shall be conclusive evidence thereof.

22. The Johore Government shall be entitled to require the supply of 800,000 gallons of water in every day of 24 hours ending at 12 noon. Nothing herein shall oblige the Johore Government to take the said quantity of or any water.

23. If at any time or times after the end of the year 1929 the Johore Government shall prove to the Commissioners that the said 800,000 gallons of water per day is insufficient to meet the proper and reasonable requirements of the inhabitants of Johore then the Johore Government shall be entitled to require the supply of such additional quantity of water per day of 24 hours ending at 12 noon as shall be with the said 800,000 gallons sufficient to meet the proper and reasonable requirements of the said inhabitants provided always that the Commissioners shall not in any event be liable to supply a quantity of water greater than 1,200,000 gallons per day.

Any dispute which shall arise as to such insufficiency or as to such additional quantity shall be referred to arbitration in manner hereinafter mentioned.

24. The Johore Government will pay to the Commissioners the sum of 25 cents for every 1,000 gallons of water supplied by the Commissioners and shall not be liable for any other charge or sum in respect of

the said supply of water. Moneys payable under this clause shall be paid by the Johore Government to the Commissioners on the 31st day of March, the 30th day of June, the 30th day of September and the 31st day of December in every year.

25. The State Engineer and any person authorised by him in writing may at all times inspect any meter installed by the Commissioners for the purpose of recording the said supply of water.

26. The Commissioners will not unless prevented by drought or accident or by some cause beyond their control or except in the case of grave emergency diminish or discontinue the said supply of water without the consent in writing of the State Engineer of Johore and such consent shall not be unreasonably withheld.

Any dispute which shall arise under or upon the provisions of this clause shall be referred to the decision of His Excellency the Governor of the Straits Settlements whose decision shall be final.

27. As soon as possible after the expiration of 15 years from the time when water is first supplied in Singapore from the reserved land the Commissioners will submit to the Johore Government the whole of their accounts comprising capital expenditure income and outgoings for the purpose of ascertaining whether or not the profits made by the Commissioners from the said supply of water from Johore are excessive.

If upon an examination of the said accounts the Johore Government shall consider that no modification in the respects mentioned in sub-clauses (a) and (b) of this clause is required, the provisions of this Agreement shall not be modified.

If upon an examination of the said accounts the Johore Government shall consider that modifications in the said respects should be made and if the Commissioners and the Johore Government shall be unable to mutually agree upon what modifications should be made then the whole of the said accounts and the questions hereinafter mentioned shall be submitted to some person agreed upon by the parties hereto or failing agreement to some person appointed by His Excellency the Governor of the Straits Settlements (which person is hereinafter referred to as "the Examiner.")

The questions to be submitted to the Examiner shall be,

- (a) whether or not the said profits over the said period of 15 years have been excessive, and if so, to what extent;
- (b) whether or not the said profits at the end of the said period were excessive, and if so, to what extent;
- (c) whether or not the said profits appear likely to continue to be excessive, and if so, to what extent.

The Commissioners and the Johore Government shall have the right to appear by any officer or by Counsel and to adduce evidence before the Examiner.

In considering the questions submitted to him, the Examiner shall have regard to all the circumstances including any capital expenditure that may be in contemplation and all proper deductions for depreciation.

If the Examiner shall find such profits to be and also to appear likely to continue to be excessive and if the Commissioners and Johore Government shall be unable to mutually agree upon what modifications in the said respects shall be made then the matters in dispute or difference shall be referred to His Excellency the Governor of the Straits Settlements who shall have power to adjudge that either or both of the following modifications to these presents shall be made that is to say:—

- (a) That the Commissioners shall pay to the Johore Government a Royalty on water taken from the State of Johore at such rate from such date (not retrospective) and for such period as His Excellency the Governor shall adjudge.
- (b) That the charge of 25 cents mentioned in clause 24 hereof shall be reduced to such sum from such date (not retrospective) and for such period as His Excellency the Governor shall adjudge.

If either or both of the said modifications shall be so adjudged the provisions hereof shall be modified accordingly but these presents shall not be modified otherwise and subject as aforesaid shall continue of full force and effect.

28. The Commissioners will not supply water within the State of Johore except to the Johore Government.

29. If at any time hereafter any dispute difference or question not being such as is expressly provided for herein shall arise between the parties hereto touching the construction meaning or effect of these presents or any of the provisions hereof or the rights or liabilities of the parties hereto respectively under these presents or otherwise howsoever in relation to the premises or the subject matter of these presents then every such dispute difference or question shall be referred to arbitration in accordance with the law of Johore for the time being in force relating to arbitration.

30. A notice required to be served under the provisions hereof shall be sufficiently served.

- (a) on the Commissioners, if left with or put in the post addressed to the Municipal Secretary;
- (b) on the Johore Government, if left with or put in the post addressed to the State Secretary

and a notice put in the post so addressed shall be deemed to be served 24 hours after being posted.

31. If at any time or times hereafter it shall appear that, for the purpose of validly legally and effectually vesting in the Commissioners any right or interest (whether in or in relation to the reserved land or otherwise) expressed or intended by these presents to be granted to or vested in the Commissioners, it is requisite that any instrument, registration, act or thing should be signed made or done, then the Johore Government will upon the request of the Commissioners forthwith sign make and do every instrument registration act and thing that may be requisite for such purpose.

In Witness Whereof His Highness Ibrahim Sultan and Sovereign Ruler of the State and Territories of Johore has hereunto set his hand and caused the Public Seal of the State of Johore and the Commissioners have caused their Common Seal to be hereunto affixed the day and year first above written.



Signed by His Highness Ibrahim Sultan and Sovereign Ruler of the State and Territories of Johore and sealed with the Public Seal of the State of Johore in the presence of

Signed in Malay
IBRAHIM.

I. ABDULLAH, D.M.B.

H. M. SAID, Capt., P. S.



Sealed with the Common Seal of the Commissioners of the Town of Singapore in the presence of R. J. Farrer the President and of Lee Chim Tuan and Horace W. Raper two of the Commissioners all of whom have signed their names hereto

Sgd. R. J. FARRER

Sgd. LEE CHIM TUAN

Sgd. HORACE W. RAPER.