

**CHAPTER xxviii.**

An Act to authorise the Bournemouth Gas and Water Company to construct additional waterworks to confer further powers upon that company and for other purposes.

[27th June 1940.]

WHEREAS the Bournemouth Gas and Water Company (hereinafter referred to as "the Company") were incorporated by the Bournemouth Gas and Water Act 1873 and are by virtue of that Act and subsequent Acts and Orders authorised to supply gas and water within limits which comprise the county borough of Bournemouth and certain parishes and places in the counties of Dorset and Southampton :

36 & 37
Vict.
c. lxxiii.

And whereas it is expedient that the Company should be empowered to construct and use the waterworks and other works authorised by this Act and to acquire lands and easements therefor and for the purposes of their water undertaking :

And whereas it is expedient that such further powers with reference to their water and gas undertakings should be conferred upon the Company and that such other provisions should be enacted as are in this Act contained :

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

And whereas plans and sections showing the situations lines and levels of the works by this Act

authorised and the lands which may be taken or used compulsorily for the purposes thereof such plans showing also the lands which may be taken or used compulsorily for other purposes of this Act or of the undertaking of the Company and a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were duly deposited with the clerks of the county councils of the administrative counties of Dorset and Southampton and are in this Act respectively referred to as the deposited plans sections and book of reference :

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

PART I.

PRELIMINARY.

Short and collective titles.

1.—(1) This Act may for all purposes be cited as the Bournemouth Gas and Water Act 1940.

(2) The Bournemouth Gas and Water Acts and Orders 1873 to 1938 and this Act may be cited together as the Bournemouth Gas and Water Acts and Orders 1873 to 1940.

Act divided into Parts.

2. This Act is divided into Parts as follows :—

Part I.—Preliminary.

Part II.—Waterworks and lands.

Part III.—Gas.

Part IV.—Miscellaneous provisions.

Incorporation of Acts.

3. The following Acts and parts of Acts (so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act or any former Act or Order of or relating to the Company) are hereby incorporated with this Act (namely) :—

10 & 11
Vict. c. 17.
26 & 27
Vict. c. 93.

(1) The Waterworks Clauses Acts 1847 and 1863 except the words “ with the consent in writing “ of the owner or reputed owner of any such

“house or of the agent of such owner” in section 44 of the Waterworks Clauses Act 1847:

PART I.
—cont.

- (2) The Lands Clauses Acts except sections 127 to 131 of the Lands Clauses Consolidation Act 1845 relating to the sale of superfluous lands: 8 & 9 Vict. c. 18.

Provided that any question of disputed compensation under the Lands Clauses Acts (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the Company and the person claiming the compensation or in default of such agreement appointed by the President of the Chartered Surveyors' Institution on the application of either party:

Provided also that section 34 of the Lands Clauses Consolidation Act 1845 shall be read and have effect subject to the following proviso in all cases in which notice of the effect of such proviso accompanies any offer of purchase money or compensation made by the promoters of the undertaking:—

“ Provided that in the event of a party to
“ whom a sum shall have been offered by the
“ promoters of the undertaking at least ten
“ days before the commencement of the
“ hearing before the arbitrator failing
“ within ten days of the making of the offer
“ to notify the promoters of the undertaking
“ in writing that he accepts the same all the
“ costs and expenses of the promoters of the
“ undertaking of and incidental to the arbi-
“ tration incurred by them after the date of
“ the offer shall in the event of his subse-
“ quently accepting such offer be borne by
“ him including any fees and expenses of the
“ arbitrator ”:

- (3) The Companies Clauses Consolidation Act 1845 except the provisions thereof with respect to the conversion of the borrowed money into capital. 8 & 9 Vict. c. 16.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or Interpretation.

PART I.
—cont.

partly incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction.

And in this Act unless the subject or context otherwise requires—

“the Company” means the Bournemouth Gas and Water Company;

“the undertaking” means the undertaking of the Company as authorised for the time being;

“the limits of supply” means the limits within which the Company are for the time being authorised to supply water;

“the tribunal” means the arbitrator or other authority to whom any question of disputed purchase money or compensation is under this Act referred;

“day” means a day reckoned from midnight to midnight.

PART II.

WATERWORKS AND LANDS.

Power to
construct
water-
works.

5. Subject to the provisions of this Act the Company may in the lines and situations and in upon or under the lands delineated on the deposited plans and described in the deposited book of reference and according to the levels shown on the deposited sections make and maintain the following works:—

In the county of Southampton—

In the rural district of Ringwood and Ford-
ingbridge—

Work No. 1 An aqueduct or line or lines of pipes with intake commencing in the parish of Ringwood in the river Avon and terminating in the parish of St. Leonards and St. Ives in the pumping station (Work No. 2) by this Act authorised;

Work No. 2 A pumping station in the said parish of St. Leonards and St. Ives in the enclosure numbered 1588 on the 1/2500 Ordnance map (edition of 1908) Hampshire sheet LXXVIII.7.

In the counties of Southampton and Dorset—

PART II.

—cont.

Work No. 3 An aqueduct or line or lines of pipes commencing in the said parish of St. Leonards and St. Ives in the pumping station Work No. 2 by this Act authorised and terminating in the parish of Hampreston in the rural district of Wimborne and Cranborne in the county of Dorset in the Longham works of the Company.

In the county of Southampton—

Work No. 4 An access road in the said parish of St. Leonards and St. Ives commencing on the eastern side of Matcham's Lane and terminating at the western boundary of the lands referred to in the section of this Act of which the marginal note is "Power to acquire additional lands for certain purposes."

6. In addition to the works authorised by the section of this Act of which the marginal note is "Power to construct waterworks" the Company may upon any lands delineated on the deposited plans make maintain and alter all such cuts channels sumps tanks pump-houses tunnels conduits pipes culverts drains sluices washouts bye-washes shafts water-towers overflows waste-water channels gauges banks walls bridges roads ways embankments piers approaches telegraphic telephonic and other means of electric communication engines buildings machinery and appliances as may be necessary or convenient in connection with or subsidiary to the before-mentioned works or any of them or the undertaking or necessary or expedient for augmenting or improving the supply of water but nothing in this section shall exonerate the Company from any action indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them Provided that no telegraphic telephonic or other means of electric communication constructed under the powers of this section shall be laid above the surface of any highway without the consent of the highway authority but such consent shall not be unreasonably withheld and any question whether such consent has been unreasonably withheld shall be determined by the Minister of Transport.

Subsidiary
works.

PART II.
—cont.
Deviation.

7. In the construction of the works authorised by this Act the Company may deviate laterally from the lines or situations thereof as shown on the deposited plans to any extent not exceeding the limits of lateral deviation shown on those plans and where on any road (whether public or private) no such limits are shown the boundaries of such roads (including for this purpose any roadside waste forming part of or adjoining the road) shall be deemed to be such limits and they may also deviate vertically from the levels shown on the deposited sections to any extent. Provided that except for the purpose of crossing over a stream no part of any line or lines of pipes shall be raised above the surface of the ground unless and except so far as is shown on the deposited sections. Provided also that so much of the aqueduct or line or lines of pipes (Work No. 3) by this Act authorised as will be situate under the Moors River in the parish of Hurn shall be so constructed that the uppermost part of any pipe comprised in the said work (including any protective surround) will be at a depth of not less than three feet below the bed of that river as existing at the time of such construction.

Provision
of grating
at intake.

8. For the purpose of preventing fish being drawn into the opening of the intake comprised in Work No. 1 by this Act authorised the Company shall provide and attach and maintain an efficient small-mesh grating or other device (such grating or other device to be approved by the Minister of Agriculture and Fisheries) at or over the mouth of such intake.

Works to
form part
of under-
taking.

9. Subject to the provisions of this Act the works authorised by this Act shall for all purposes whatsoever form part of and be comprised in the undertaking.

Power to
take
waters.

10. Subject to the provisions of this Act the Company may at the point of intake by means of Work No. 1 authorised by this Act abstract collect impound take use divert and appropriate for the purposes of their waterworks or for any of the purposes of the undertaking the waters of the river Avon and the several feeders or tributaries thereof. Provided that no water taken from the river Avon shall be supplied by the Company for domestic use unless and until satisfactory provision shall have been made for filtering and

otherwise purifying the same so as to enable the Company to comply with the provisions of section 35 of the Waterworks Clauses Act 1847 as to the supply of pure and wholesome water for domestic use.

PART II.
—cont.

11.—(1) Notwithstanding anything contained in this Act the Company shall not abstract collect impound take use divert or appropriate by means of the works by this Act authorised—

Restrictions on abstraction of water from river Avon.

(a) in any period of seven consecutive days any greater quantity of water than seventy million gallons; or

(b) on any day any greater quantity of water than eleven million five hundred thousand gallons.

(2) (a) The Company shall before commencing to exercise the powers of the section of this Act of which the marginal note is "Power to take waters" provide and instal in such position as may be reasonably approved by the Minister of Agriculture and Fisheries and to his reasonable satisfaction and shall at all times thereafter maintain in correct working order to the like satisfaction a meter for measuring and recording the quantity of water taken from the river Avon by means of Work No. 1 by this Act authorised and such meter and the records thereof shall at all reasonable times be open to the inspection of the Hampshire Rivers Board of Conservators (in this section referred to as "the conservators") the Avon and Stour Catchment Board (in this section referred to as "the catchment board") and the West Hampshire Water Company (in this section referred to as "the West Hampshire Company") or any of them who may if they so desire take copies of any such records.

(b) The Company shall within seven days after the expiration of each month in which such meter shall have been in operation deliver to the conservators the catchment board the West Hampshire Company and the owner for the time being of the several fishery of Bisterne a copy (certified as correct by the engineer of the Company) of the records of the said meter for that month.

PART II.
—cont.

(c) The Company shall keep at their office in Bournemouth the said meter records and such records shall be open at all reasonable times to inspection by any person interested in the flow of the river Avon or the duly accredited representatives of any such person.

(3) (a) In case of any neglect on the part of the Company to maintain the said meter in correct working order as aforesaid they shall for every day on which such neglect is proved to have occurred forfeit and pay to the conservators or the catchment board (if either of them shall sue for and recover the same) a sum of five pounds and shall in addition make compensation for any loss or injury sustained by any persons injuriously affected thereby.

(b) If in consequence of any neglect or failure on their part the Company shall collect divert or appropriate any greater quantity of water than that prescribed by this section they shall forfeit and pay to the conservators or the catchment board (if either of them shall sue for and recover the same)—

(i) as respects each complete and separate period of seven consecutive days in which the quantity collected diverted or appropriated shall have exceeded the quantity specified in paragraph (a) of subsection (1) of this section a sum of twenty pounds; and

(ii) as respects any day (other than a day comprised in any period of seven consecutive days in respect of which the Company shall have incurred a forfeiture under subparagraph (i) of this paragraph) on which the quantity collected diverted or appropriated shall have exceeded the quantity specified in paragraph (b) of the said subsection (1) a sum of five pounds;

and shall in addition make compensation for any loss or injury sustained by any persons injuriously affected thereby.

(4) If any question or difference shall arise under this section between the Company and the Minister of Agriculture and Fisheries such question or difference shall be determined by arbitration.

12. If and so long as the Company are exercising the powers of the section of this Act of which the marginal note is "Power to take waters" the Company shall not supply in bulk beyond the limits of supply any water abstracted from the river Avon except with the consent of the West Hampshire Water Company nor shall the Company with such consent as aforesaid but without the consent of the Minister of Health supply in bulk beyond the limits of supply any greater quantity of water abstracted from the river Avon than seven million gallons in any period of seven consecutive days or one million one hundred and fifty thousand gallons on any day. Provided that the consent of the said West Hampshire Water Company shall not be unreasonably withheld and that any question whether any such consent is unreasonably withheld shall be determined by arbitration.

PART II.
—cont.
Restrictions on
supply of
water in
bulk.

13.—(1) Subject to the provisions of this Act the Company during the execution and for the purposes of any of the works authorised by this Act may temporarily stop up and interfere with any street or road and may for any reasonable time divert the traffic therefrom and prevent all persons other than those bona fide going to or returning from any premises in the street or road from passing along and using the same. Provided that the powers of this section shall not be exercised with reference to any trunk road without the consent of the Minister of Transport.

Temporary
stoppage
of streets
&c.

(2) The Company shall provide reasonable access for foot passengers bona fide going to or returning from any such premises.

14. The Company may at any time and from time to time execute and do within the limits of deviation for Work No. 1 by this Act authorised shown on the deposited plans all such works and things as may be necessary for preventing erosion of the right bank of the river Avon and for protecting the said Work No. 1 against injury or damage resulting from such erosion or from any other cause and may for any such purpose enter upon the lands within the said limits doing as little damage as may be and making compensation for any damage which may be done in the execution of the

Power to
execute
works for
protection
of Work
No. 1.

PART II.
—cont.

powers of this section The amount of any such compensation shall failing agreement be determined by arbitration.

Application
of Water-
works
Clauses
Act 1847.

15. The provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets shall apply with the necessary modifications to the construction laying down erection and maintenance in any street or road (whether within or beyond the limits of supply) of the lines of pipes authorised by this Act and of any telephone or telegraph posts wires conductors or apparatus which the Company may and which they are hereby authorised to construct lay down or erect for the purposes of the undertaking but the same shall not be erected above the surface of any such street or road except with the consent of the highway authority which consent shall not be unreasonably withheld and any question whether such consent has been unreasonably withheld shall be determined by the Minister of Transport.

For protec-
tion of
Postmaster-
General.

32 & 33
Vict. c. 73.

16. Any telegraphic or telephonic posts wires conductors or apparatus or other means of electric communication made maintained constructed laid down or erected under the provisions of this Act shall not be used in contravention of the exclusive privilege conferred upon the Postmaster-General by the Telegraph Act 1869 or be installed or worked in contravention of the provisions of the Wireless Telegraphy Acts 1904 to 1926 or any statutory re-enactment or modification thereof and shall not be constructed maintained or used in such a manner as to interfere with any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General or with telegraphic communication by means of any such line.

41 & 42
Vict. c. 76.

Limiting
powers of
executing
works for
abstraction
of water.

17. The Company shall not construct any works for taking or intercepting water from any lands acquired by them unless the works are authorised by and the lands upon which the same are to be constructed are specified in this or some other Act of Parliament.

Period for
completion
of works.

18. If the works authorised by the section of this Act of which the marginal note is "Power to construct waterworks" and shown on the deposited plans are not completed within the period expiring on the first day of

October one thousand nine hundred and forty-five or on a date three years from the termination of the present war (whichever of those dates shall be the later) then on the expiration of that period the powers granted by this Act for constructing the same or otherwise in relation thereto shall cease except as to so much of the said works as shall then be completed. Provided that the Company may at any time after the expiration of the said period lay down additional lines of pipes as part of the lines of pipes by this Act authorised and alter enlarge extend and renew the works authorised by the said section of this Act or any of them as they may think expedient to provide for the requirements of their water supply.

PART II.
—cont.

19. Notwithstanding anything in section 6 of the Waterworks Clauses Act 1847 the amount of compensation payable under that section to any person shall failing agreement be determined by arbitration.

Claims for compensation under section 6 of Waterworks Clauses Act 1847 to be determined by arbitration.

20. Subject to the provisions of this Act the Company may enter upon take appropriate and use all or any of the lands delineated on the deposited plans and described in the deposited book of reference which they may require for the purposes of the works authorised by this Act or any of them.

Power to acquire lands for works.

21. The Company may for the purpose of the erection of premises for the accommodation of employees of the Company engaged in duties in connection with the works by this Act authorised or for other purposes of the undertaking enter upon take and use all or any of the lands which are hereinafter mentioned and which are delineated upon the deposited plans and described in the deposited book of reference (that is to say):—

Power to acquire additional lands for certain purposes.

Lands in the parish of St. Leonards and St. Ives in the rural district of Ringwood and Fordingbridge in the county of Southampton forming part of the enclosure numbered 1588 on the 1/2500 Ordnance map (edition of 1908) Hampshire sheet LXXVIII.7.

22.—(1) The Company may in lieu of acquiring any lands for the purposes of the works authorised by this Act or any of them where the same are intended to

Company may acquire easements

PART II.
—cont.
only in
certain
cases.

be constructed underground acquire such easements only in such lands as they may require for such purposes and may give notice to treat in respect of such easements describing the nature thereof and the provisions of the Lands Clauses Acts as modified by this Act shall apply to and in respect of the acquisition of such easements as fully as if the same were lands within the meaning of those Acts.

(2) As regards any lands in respect of which the Company have acquired easements only under the provisions of this section the Company shall not be required or entitled to fence off or sever such lands from the adjoining lands but the owners or occupiers for the time being shall subject to such easements have the same rights to use and to cultivate the said lands at all times as if this Act had not been passed.

Costs of
arbitration
in certain
cases.

23. The tribunal shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant:

Provided that it shall be lawful for the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the court after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to the court may seem just and proper in all the circumstances of the case:

Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

PART II.
—cont.

24. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto therefore the following provisions shall have effect:—

Owners
may be
required
to sell
parts only
of certain
properties.

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are in this section included in the term "the owner" and the said properties are in this section referred to collectively as "the scheduled properties" and severally as a "scheduled property":
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal shall in addition to the other questions required to be determined by it determine

PART II.
—cont.

whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :

- (4) If the tribunal determines that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (5) If the tribunal determines that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner :
- (6) If the tribunal determines that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not it shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :

- (7) If the tribunal determines that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and its final determination think fit.

PART II.
—cont.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any of the scheduled properties.

25. If there is any omission mis-statement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited book of reference the Company after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to two justices having jurisdiction in the place in which the lands are situate for the correction thereof and if it appears to the justices that the omission or mis-statement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is mis-stated or wrongly described and such certificate or a copy thereof shall be deposited with the clerk of the county council of the county and a duplicate thereof shall be deposited with the clerk of the council of the county district in which the lands are situate and if the lands are situate

Correction
of errors in
deposited
plans and
book of
reference.

PART II.
—*cont.*

in a rural parish having a parish council also with the clerk of that council and such certificate or copy and duplicate respectively shall be kept by such clerks respectively with the other documents to which the same relate and thereupon the deposited plans and book of reference shall be deemed to be corrected according to the certificate and it shall be lawful for the Company to take the lands and execute the works in accordance with the certificate.

Persons
under dis-
ability may
grant
easements
&c.

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 privilege of water in which persons other than the grantors 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 rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to
enter upon
property
for survey
and valua-
tion.

27. The Company and their surveyors officers and workmen and any person duly authorised in writing under the hand of the secretary of the Company may from time to time at all reasonable times in the day upon giving in writing for the first time twenty-four hours' and afterwards from time to time twelve hours' previous notice enter upon and into the lands houses and buildings authorised by this Act to be taken and used or any of them for the purpose of surveying and valuing the said lands houses and buildings without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands houses and buildings.

Compensa-
tion in case
of recently
acquired
interest.

28. For the purposes of determining any question of disputed compensation payable in respect of lands taken under the powers of this Act the tribunal shall not award any sum of money for or in respect of any improvement or alteration made or any building erected or for or in respect of any interest in the land created after the first day of November one thousand nine hundred and thirty-nine if in the opinion of the

tribunal the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made erected or created with a view to obtaining or increasing compensation under this Act.

PART II.
—cont.

29.—(1) All private rights of way over any lands which the Company are authorised by this Act to acquire compulsorily shall as from the date of the acquisition of such lands by the Company be extinguished.

Extinction
of private
rights of
way.

(2) Provided that the Company shall make full compensation to all persons interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts as modified by this Act with reference to the taking of lands otherwise than by agreement.

30. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease on the first day of October one thousand nine hundred and forty-three.

Period for
compul-
sory pur-
chase of
lands.

31. Notwithstanding anything in this or any other Act or any Order to the contrary the Company may retain hold and use for such time as they may think fit or may sell lease exchange or otherwise dispose of to such person in such manner and for such consideration and on such terms and conditions as they may think fit and in consideration either of the execution of works or of the payment of a gross sum or of an annual rent or of any payment in any other form any lands or any interest in any lands acquired or authorised to be held by them under the authority of any Act or Order for the time being relating to the Company and may sell exchange or dispose of any rents reserved on the sale lease exchange or disposition of any such lands or interest and may make do and execute any deed act or thing proper for effectuating any such sale lease exchange or other disposition and on any exchange may give or take any money for equality of exchange:

Retention
and dis-
posal of
lands.

Provided that if the Company sell or grant (whether by way of exchange or otherwise) or lease any such lands or any interest therein nothing in this section shall exempt the purchaser grantee or lessee of

PART II.
—cont.

such lands or interest from any restrictions or conditions which but for the provisions of this section would have attached to the lands or interest in his hands.

Reserva-
tion of
water
rights &c.

32. The Company on selling any lands held by them for the purposes of the undertaking and not required for those purposes may reserve to themselves all or any part of the water rights or other easements belonging thereto and may make the sale subject to such reservations accordingly and may also make any such sale subject to such other reservations special conditions restrictions and provisions with respect to the use of water the exercise of noxious trades or discharge or deposit of manure sewage or other impure matter and otherwise as they may think fit.

Power to
purchase
lands
already
subject to
easements.

33. Where under the powers of any Act or Order from time to time relating to the Company the Company have acquired or shall acquire any easement or right in under or through any lands for the construction of any aqueduct conduit pipe or other similar work the Company may at any time thereafter if they see fit purchase by agreement from the owner thereof the lands lying over under and alongside such aqueduct conduit pipe or other similar work.

As to
intended
arterial
road.

34. The following provisions shall have effect with respect to the arterial road proposed to be constructed from Ringwood to Holdenhurst:—

(1) In this section—

“the arterial road” means the said proposed arterial road;

“the highway authority” means the county council of the administrative county of Southampton;

“the existing road” means the road known as Matcham’s Lane leading from Ringwood through Hurn to Christchurch;

“the additional lands of the Company” means the lands referred to in the section of this Act of which the marginal note is “Power to acquire additional lands for certain purposes”;

“ the access land ” means the strip of land shown on the deposited plans within the limits of deviation for Work No. 4 by this Act authorised :

PART II.
—cont.

(2) If the Company acquire—

(a) the additional lands of the Company;
and

(b) the access land or easements or rights therein or thereover;

the highway authority shall after such acquisition provide at the cost of the Company during the construction and until the completion and opening for traffic of the arterial road all such facilities and conveniences as the Company shall reasonably require for enabling their officers and contractors and persons employed or authorised in writing by them or any of them to pass and repass with or without horses and carts or other vehicles—

(i) over the access land between the additional lands of the Company and the existing road whether before the commencement of the construction of Work No. 4 by this Act authorised or during such construction or after the completion thereof; and

(ii) along the existing road in either direction (whether the existing road be or be not closed for public traffic):

(3) For the purpose of providing means of access to and from the arterial road from and to the additional lands of the Company the Company may in accordance with plans sections and particulars to be previously approved by the highway authority or (in case of difference between the Company and the highway authority) settled by arbitration construct and at all times thereafter maintain and use such embankments or other works (either wholly or partly upon the embankment of the arterial road and any land vested in the highway authority and lying between the additional lands of the Company and the arterial road)

PART II.
—cont.

as shall be reasonably necessary for that purpose:

Provided that—

(a) if the highway authority do not within twenty-eight days from the date of the submission to them by the Company of such plans sections and particulars as aforesaid intimate in writing to the Company their approval or disapproval of the said plans sections and particulars they shall be deemed to have approved the same;

(b) the Company shall at their own expense construct or provide and at all times thereafter maintain to the reasonable satisfaction of the highway authority such culverts or other works through or under any embankment or other work constructed by the Company as aforesaid as the highway authority may reasonably require for securing the continuity of the flow of water in any ditch or channel provided by the highway authority for purposes of drainage between the additional lands of the Company and the arterial road:

(4) The acquisition by the Company for the construction of the aqueduct or line or lines of pipes (Work No. 3) and the access road (Work No. 4) by this Act authorised or either of those works of—

(a) any land which includes the site of any part of the arterial road; or

(b) easements or rights in any such land; shall not prevent or interfere with the construction of the arterial road across such land by the highway authority and the highway authority shall not be required to make any payment to the Company as consideration for the right so to construct the arterial road:

(5) So much of the said aqueduct or line or lines of pipes as will be situate under any part of the arterial road shall be constructed at such depth below the surface of the ground that the top of

the pipes will not be higher than thirty-three feet and six inches above Ordnance datum (Liverpool):

PART II.
—cont.

- (6) Any question or dispute between the Company and the highway authority under this section shall be determined by arbitration.

35. If the Company under the powers of this Act or of any former Act or Order acquire by agreement any sluice hatch weir or other work by the operation of which the flow of water in the river Avon can be controlled or regulated the Company shall at all times have due regard to—

As to operation by Company of sluices &c. hereafter acquired.

- (a) the interests of all persons interested in the waters of the river Avon (including persons interested in fishing rights mills and water meadows); and

- (b) the prevention of injury to those interests;

in exercising any rights and powers with respect to the operation of such sluice hatch weir or other work.

36. The following provision for the protection of the Southampton County Council (hereinafter referred to as “the county council”) shall unless otherwise agreed in writing between the county council and the Company have effect with respect to the exercise of the powers of this Act in or affecting any highway or bridge vested in the county council (that is to say):—

For protection of Southampton County Council.

The notice required by section 30 of the Waterworks Clauses Act 1847 to be given to the county council shall (except in cases of emergency) be not less than seven clear days instead of not less than three clear days and the plan required by section 31 of the said Act of 1847 shall be accompanied by a section.

37. The following provisions for the protection of the Avon and Stour Catchment Board (in this section referred to as “the catchment board”) shall unless otherwise agreed in writing between the Company and the catchment board apply and have effect:—

For protection of Avon and Stour Catchment Board.

- (1) Except with the consent of the catchment board which shall not be unreasonably withheld the Company shall not in the construction

PART II.
—cont.

of Work No. 3 by this Act authorised under the Moors River interrupt the free passage of water through or in that river or any temporary diversion thereof which the Company may make for the purpose of such construction :

- (2) (a) The Company before commencing to construct so much of Work No. 1 or Work No. 3 by this Act authorised as will affect the river Avon or the Moors River shall submit to the catchment board plans and sections of the intended works and (when reasonably required by the catchment board) working drawings thereof for their reasonable approval ;

(b) The portions of works referred to in paragraph (a) of this subsection shall not be executed otherwise than in accordance with such plans and sections and drawings (if any) as may be approved by the catchment board or if such approval be withheld as may be settled by arbitration and shall be executed to the reasonable satisfaction of the catchment board and under the superintendence of the engineer to the catchment board if the engineer elect to superintend after receiving reasonable notice of the date when the work is to be commenced :

Provided that—

(i) if the catchment board do not within twenty-one days after the submission to them of any such plans sections and drawings signify to the Company in writing their approval or disapproval thereof they shall be deemed to have approved thereof ; and

(ii) the catchment board shall not be entitled to make any requirement compliance with which would be inconsistent with the provisions of this Act :

- (3) The Company shall at all reasonable times afford to the engineer to the catchment board or his duly authorised representatives access to any portion of work of the Company to which this section relates :

- (4) The construction of any work under the powers of this Act so far as it affects the river Avon or the Moors River shall when commenced be completed with all reasonable dispatch :
- (5) Any dispute or difference which may arise under this section between the catchment board or their engineer and the Company (save as to the construction of this section) shall be determined by arbitration :
- (6) The provisions of this section shall be in addition to and not in derogation of any other provision of this Act enuring for the protection or benefit of the catchment board.

PART II.
—cont.

38. The following provisions for the protection of the Avon and Stour Catchment Board (in this section referred to as "the catchment board") and of John Digby Mills or other the owner for the time being of the mansion house of the Bisterne Estate in the county of Southampton (in this section referred to as "the owner") shall unless otherwise agreed in writing between the Company on the one hand and the catchment board and the owner on the other hand apply and have effect :—

For
protection
of Avon
and Stour
Catchment
Board and
John Digby
Mills.

- (1) Before commencing to execute any works or do any thing under the powers of the section of this Act of which the marginal note is "Power to execute works for protection of Work No.1" the Company shall submit to the catchment board and to the owner plans and sections and (when reasonably required by the catchment board or by the owner) working drawings of the intended works or particulars of the thing proposed to be done (as the case may be) for their and his reasonable approval :
- (2) The said works and things shall not be executed or done otherwise than in accordance with such plans and sections and drawings (if any) or particulars (as the case may be) as may be approved by the catchment board and the owner or if the approval of the catchment board or the owner be withheld as may be settled by arbitration and shall be executed to

PART II.
—cont.

the reasonable satisfaction of the catchment board and the owner and under the superintendence of the engineer to the catchment board and any land agent or engineer authorised by the owner if any such engineer or land agent elect to superintend after receiving reasonable notice of the date when the work is to be commenced Provided that—

(a) if the catchment board or the owner do not within twenty-one days after the submission to them or him of any such plans sections and drawings or particulars as aforesaid signify to the Company in writing their or his approval or disapproval thereof they or he shall be deemed to have approved thereof; and

(b) neither the catchment board nor the owner shall be entitled to make any requirement compliance with which would be inconsistent with the provisions of this Act:

- (3) The Company shall at all reasonable times afford to the engineer to the catchment board and any land agent or engineer authorised by the owner or their respective duly authorised representatives access to any work of the Company to which this section relates:
- (4) Any dispute or difference which may arise under this section between the Company on the one hand and the catchment board and the owner or either of them on the other hand shall be determined by arbitration.

For protec-
tion of
West
Hamp-
shire Water
Company.

39. For the protection of the West Hampshire Water Company (in this section referred to as "the West Hampshire Company") the following provisions shall unless otherwise agreed in writing between the Company and the West Hampshire Company apply and have effect (that is to say):—

- (1) As compensation for the loss of water power at the hydraulic turbine station of the West Hampshire Company at Knapp Mill the Company shall so long as they take water from the river Avon under the powers of this Act pay to the West Hampshire Company the sum

of one hundred pounds per annum by equal half-yearly payments of fifty pounds each on the first day of January and the first day of July in every year the first of such payments to be made on the first day of January or the first day of July which shall first happen after the day when the Company commence to take water from the said river by means of the works authorised by this Act Provided that the said annual payments may if so agreed between the Company and the West Hampshire Company at any time be commuted by the payment by the Company to the West Hampshire Company of a sum in gross :

PART II.
—cont.

- (2) Notwithstanding anything contained in this Act no works for the filtration of water shall be erected by the Company on lands acquired under the powers of this Act :
- (3) The Company shall during the construction maintenance repair and renewal of the works by this Act authorised or any of them from time to time and at all times take or cause to be taken all such steps as are practicable to prevent the escape or discharge from the said works or from land in the occupation of the Company into the river Avon or any streams communicating therewith or belonging thereto of any solid or liquid substance matter or thing detrimental to the water in the river Avon which under the West Hampshire Water Acts 1893 to 1935 the West Hampshire Company are entitled to abstract for supply throughout their limits of supply or detrimental to fish and in the event of any damage being caused to the West Hampshire Company or to their fishery in the river Avon by reason of any failure to take such steps as are required by this section compensation for the damage shall be payable by the Company to the West Hampshire Company and in case of dispute as to the amount of such compensation such amount shall be determined by arbitration Provided that in its application for the purposes of this section the section of this Act of

PART II.
—cont.

which the marginal note is "Arbitration" shall be read and have effect as if the Minister of Agriculture and Fisheries were named therein instead of the President of the Institution of Civil Engineers.

For protection of Bournemouth and Poole Electricity Supply Company Limited.

40. The following provisions for the protection of the Bournemouth and Poole Electricity Supply Company Limited (in this section referred to as "the electricity company") shall unless otherwise agreed in writing between the Company and the electricity company apply and have effect with respect to the exercise of the powers of this Act:—

(1) In this section—

"apparatus" means all or any electric lines (as defined in the Electric Lighting Act 1882) posts poles and other works belonging to the electricity company:

(2) The Company shall not be entitled to acquire any apparatus or any lands of the electricity company or any such interest easement or right in any lands in under over or across which the electricity company possess an easement or right of way or an easement or right of constructing or maintaining any apparatus as would prevent or unreasonably interfere with the enjoyment or exercise by the electricity company of the easement or right so possessed by them:

(3) Where the Company require to alter the position of or interfere with any apparatus the provisions of section 15 of the Electric Lighting Act 1882 and of section 17 of the schedule to the Electric Lighting (Clauses) Act 1899 shall (mutatis mutandis and subject to the provisions of subsection (6) of this section) apply in relation to such alteration or interference whether or not such apparatus is under a street or place authorised to be broken up by the Company and shall be deemed to extend to any apparatus laid down erected or constructed upon or above the level of the ground and the Company shall not alter the position of or interfere with any apparatus

45 & 46
Vict.
c. 56.

62 & 63
Vict.
c. 19.

except in accordance with and subject to the said provisions as applied and extended as aforesaid :

PART II.
—cont.

- (4) The Company shall not carry out any work authorised by this Act near to which any apparatus has been lawfully placed except in accordance with and subject to the provisions of section 18 of the schedule to the Electric Lighting (Clauses) Act 1899 Provided that for the purposes of this subsection the said section 18 shall have effect as if the words "fourteen days" were substituted for the words "three days" in subsection (1) thereof :
- (5) Notwithstanding the stopping up temporarily of any street or road under the powers of the section of this Act of which the marginal note is "Temporary stoppage of streets &c." the electricity company their engineers workmen and others in their employ shall at all times have such rights of access to all or any apparatus in or under any such street or road as they had immediately before such stopping up and the Company shall not prevent or interfere with the exercise by the electricity company of any powers vested in them of executing and doing such works and things in upon or under such street or road as may be necessary for laying inspecting repairing maintaining removing or renewing any apparatus :
- (6) Any difference which may arise between the Company and the electricity company under this section or under section 15 of the said Act of 1882 or section 17 of the schedule to the said Act of 1899 as respectively applied or extended by this section or under section 18 of the said schedule shall be determined by arbitration.

41. Notwithstanding anything in this Act or shown on the deposited plans the following provisions for the protection of John Digby Mills or other the owner for the time being of Bisterne House (the mansion house of the estate hereinafter in this section defined) (each of which persons is in this section referred to as "the owner") shall except so far as may

For
protection
of John
Digby
Mills.

PART II.
—cont.

be otherwise agreed in writing between the Company and the owner apply and have effect:—

(1) “The signed plan” means the plan which has been signed in duplicate by Philip George Gregory Moon on behalf of the Company and by Cecil Sutton on behalf of the owner one copy of which has been retained by the Company and the other by the owner;

“The estate” means the Bisterne Estate in the county of Southampton;

“The new works” means Works 1 2 and 4 any works or things executed or done by the Company under the powers of the section of this Act of which the marginal note is “Power to execute works for protection of Work No. 1” and so much of Work No. 3 by this Act authorised as may be situated upon the estate and includes all works in connection therewith or subsidiary thereto:

(2) The Company shall not acquire under the powers of this Act any portion of the estate other than the lands coloured pink on the signed plan the sporting rights over which shall be reserved to the owner Provided that he shall only be entitled to exercise such rights on not more than six days in each year upon giving not less than three days’ previous notice in writing to the Company on each occasion of his intention so to do:

(3) (a) The Company shall not acquire any part of the lands coloured blue on the signed plan or any interests of the owner therein or any easement in or rights over the said lands except that the Company may acquire from the owner and the owner shall if and whenever required by the Company grant to the Company such easements or rights over the said lands as the Company may require for the construction maintenance repair inspection user and renewal or removal of the aqueduct with intake (Work No. 1) the access road (Work No. 4) any works or things executed or done by the Company under the powers of the section

of this Act of which the marginal note is "Power to execute works for protection of Work No. 1" and so much of the aqueduct (Work No. 3) by this Act authorised as may be constructed in on or over the said lands and of any works in connection therewith or subsidiary thereto;

PART II.
—cont.

(b) The consideration to be paid for the easements acquired by the Company pursuant to this subsection shall if not agreed between the Company and the owner be determined in manner provided by the Lands Clauses Acts with respect to the acquisition of lands otherwise than by agreement as modified by this Act and the easements to be so acquired shall be deemed to be lands for all the purposes of those Acts:

- (4) The Company shall not construct upon any part of the estate which or easements over which the Company may acquire any works for the filtration of water:
- (5) The aqueduct with intake (Work No. 1) and so much of the aqueduct (Work No. 3) by this Act authorised as may be constructed in the lands coloured blue on the signed plan and all works in connection therewith or subsidiary thereto shall be constructed within the limits shown in that behalf on that plan and (except as to the intake and the sump into which water is to be conveyed by the said Work No. 1) wholly underground and so much of the aqueduct (Work No. 3) aforesaid shall be constructed at such depth below the surface of the ground that the top of the pipes shall not be less than two feet six inches below such surface and upon the completion of the same the Company shall not fence off or sever from the adjoining lands the lands under which the said works are constructed but after the covering over of the same the owner his lessees tenants and licensees shall have the same rights of passing over and of using such lands for all purposes (other than building thereon or any purpose which would prevent or interfere with

PART II.
—cont.

the construction maintenance repair inspection user or renewal of the new works or would injuriously affect those works or any of them) as if no such easement or right as aforesaid of using the said land had been acquired by the Company. Before the surface of the land under which the said works are to be constructed is broken or otherwise disturbed the Company shall first carefully remove the turf heather and top soil and on completion of the works or any repairs or other maintenance shall to the reasonable satisfaction of the owner fill in all trenches and excavations and as far as reasonably possible evenly spread and replace the top soil and shall replace the turf and heather and restore the land occupied thereby or injured in consequence thereof as nearly as possible to its former level and state:

- (6) If the access road (Work No. 4) by this Act authorised is constructed before the completion and opening for traffic of the arterial road referred to in the section of this Act of which the marginal note is "As to intended arterial road" the Company shall not permanently fence off the said access road from the adjoining lands and shall at their own expense erect repair and maintain until such completion and opening for traffic suitable gates at the junction of the said access road with Matcham's Lane and at the eastern end of the said access road over along and across which there shall be reserved to the owner his servants agents workmen and licensees a right to pass and repass at all times and for all purposes with horses vehicles and cattle but on the completion and opening for traffic of the said arterial road the provisions of this subsection shall cease to have effect:
- (7) The pumping station (Work No. 2) by this Act authorised and all buildings erections and permanent fences in connection therewith and any premises for the accomodation of employees of the Company erected by the Company upon

the lands described in the section of this Act of which the marginal note is "Power to acquire additional lands for certain purposes" which will be situate above the surface of the ground shall be laid out constructed and maintained with due consideration to the amenities of the estate and the same shall be laid out constructed and maintained only in accordance with such layout and other plans elevations general designs and particulars as shall be previously reasonably approved by the owner :

Provided that if the owner shall fail to signify his approval or disapproval of any such layout or other plan elevation design or particulars within one month after the same shall have been submitted to him he shall be deemed to have approved the same.

Without prejudice to the generality of the foregoing provisions of this subsection the following provisions shall have effect :—

(a) No chimney shall be constructed in connection with the said pumping station ;

(b) No part of the pumping station shall exceed twenty feet in height above the existing ground level and the roof thereof shall be flat ;

(c) The number of premises to be erected for the accommodation of employees of the Company shall not exceed three bungalow cottages :

(8) The Company shall not use fuel of any description which will cause the emission of smoke and shall reasonably silence the engines in the said pumping station :

(9) No soil or subsoil excavated in the construction of the new works and no debris arising from such construction shall be deposited in the riven Avon and all surplus soil or subsoil so excavated from the lands coloured blue on the signed plan and all such debris shall (unless the owner shall consent to its being deposited and spread evenly on a part or parts of the said lands coloured blue covered with top soil

PART II.
—cont.

and sown with a mixture of grass seeds previously approved by him) be removed from those lands :

- (10) For the purpose of screening Bisterne House from such of the new works as are to be constructed (otherwise than underground) on the lands coloured pink on the signed plan the Company shall (if and so far as it is reasonably necessary for that purpose so to do) before commencing to construct such works plant and shall at all times thereafter maintain a double belt of quick growing trees such belt to be in such position and of such length and such trees to be of such species as may be reasonably approved by the owner before such planting :
- (11) If the Company shall at any time determine to sell lease or otherwise dispose of (except as part of their water undertaking or of any portion thereof) any lands acquired from the owner under the powers of this section they shall give notice in writing to the owner of their determination so to sell lease or otherwise dispose of the same and the owner shall be entitled upon giving to the Company written notice of his wish so to do at any time within three months of the receipt by him of the notice by the Company of such determination to purchase or take on lease (as he may elect) such land at a price or rent to be agreed or failing agreement to be settled by arbitration under this Act and the provisions of the section of this Act of which the marginal note is "Retention and disposal of lands" shall only extend and apply to the said lands subject to the provisions of this subsection :
- (12) The Company shall not wilfully or knowingly use or permit to be used any lands acquired by them from the owner for any purpose other than agriculture or any purpose in connection with the undertaking :
- (13) Before entering upon any part of the estate for the purpose of constructing any of the new works the Company shall give not less than

one month's notice in writing to the owner of their intention so to do and the construction of such works shall so far as is reasonably practicable be thereafter proceeded with expeditiously until completion :

- (14) The Company shall erect and maintain all such temporary fences and execute all such temporary works as may be reasonably necessary for preventing any injury to cattle sheep or other animals of the owner or his tenants during the construction and in consequence of any of the new works and shall when the new works are completed remove such temporary fences or other temporary works :
- (15) The Company shall not use barbed wire in any permanent fence to be erected by them on any lands of the owner acquired by the Company in such a position or manner as to cause risk of injury to cattle sheep or other animals of the owner or his tenants :
- (16) All footpaths watercourses hedges walls fences gates ditches culverts drains banks and other like matters and things belonging to the owner which may be interfered with or injured by or injuriously affected by the Company during the construction and maintenance of any of the new works shall be made good as soon as practicable by the Company who shall in such construction and maintenance do as little damage as is reasonably practicable to the estate and to the user and enjoyment thereof :
- (17) The Company shall in addition to any other compensation payable to the owner his lessees or tenants under or by virtue of this Act make full compensation to the owner and his lessees or tenants for—
- (a) all damage and loss occasioned to his stock trees or crops by any act of the Company their officers or contractors or any workmen employed by them respectively during the construction maintenance or user of any of the new works ;

PART II.
—cont.

(b) all damage and loss done by fire caused by engines or locomotives used by the Company in the construction maintenance or user of any of the new works or otherwise by the operations of the Company;

(c) all damage and loss caused by the leaking bursting or giving way of the aqueducts (Works Nos. 1 and 3) by this Act authorised or of any works in connection therewith or subsidiary thereto:

- (18) The Company shall both during and after the construction of the new works take all reasonable means to prevent trespass on the estate by persons in their employment or in the employment of their contractors and shall take all practicable steps to prevent dogs being kept on or brought on to any land acquired by the Company from the owner:
- (19) In the construction maintenance and user of the new works the Company shall do as little damage as reasonably may be to any trees on any part of the estate:
- (20) No permanent telegraph or telephone wires or other like means of communication or electricity cables shall be laid overhead by the Company through the estate except with the consent of the owner:
- (21) If any question or dispute (other than any question or dispute to which the provisions of the Lands Clauses Acts apply) shall arise between the Company and the owner under this section the same shall be determined by arbitration under this Act. Provided that in the case of any such question or dispute arising under subsection (7) of this section the arbitrator shall failing agreement be appointed by the President of the Land Agents Society on the application of either party to the question or dispute after notice in writing to the other:
- (22) The foregoing provisions of this section shall so far as applicable extend and apply (*mutatis mutandis*) for the protection and benefit of the

owner in relation to any alteration enlargement extension or renewal of any of the new works and to the laying down of additional lines of pipes under the provisions of the section of this Act of which the marginal note is "Period for completion of works" or to any exercise by the Company of any of the powers with respect to the construction of works conferred by the Acts incorporated with this Act or otherwise :

- (23) The provisions of this section shall be in addition to and not in derogation of any rights of the owner under any other provision of this Act or any Act or part of any Act incorporated therewith.

PART II.
—cont.

PART III.

GAS.

42.—(1) Notwithstanding anything in section 41 (Price of gas Sliding scale) of the Bournemouth Gas and Water Act 1919 the rate of dividend payable on the five per centum capital of the Company in respect of any year or half-year commencing on or after the first day of January one thousand nine hundred and forty-one shall be the average of rates per annum calculated for each of the quarters in that year or half-year as follows :—

Price of
gas
Sliding
scale.
9 & 10
Geo. 5.
c. xlviii.

- (i) The rate for any quarter during any part of which the price charged by the Company for gas supplied by them within the borough of Bournemouth shall have been above the standard price for the time being in respect of gas supplied by the Company shall be a rate less than the standard rate of five per centum per annum by two shillings and sixpence on every one hundred pounds of the said five per centum capital in respect of each one-fifth of a penny or part thereof per therm by which the price so charged exceeds the said standard price ;
- (ii) The rate for any quarter during the whole of which the price so charged by the Company as

PART III.
—cont.

aforesaid shall have been below the said standard price shall be a rate exceeding the said standard rate by two shillings and sixpence on every one hundred pounds of the said five per centum capital in respect of each one-fifth of a penny per therm by which the price so charged by the Company is less than the said standard price;

(iii) Subject as aforesaid the rate for any quarter shall be the said standard rate.

(2) If the authorised rate of dividend on the said five per centum capital in respect of any year or half-year calculated in accordance with the foregoing provisions of this section is less than the said standard rate of dividend the Company may declare and pay a dividend on the said five per centum capital at a rate in excess of the rate so calculated (but not in excess of the said standard rate of dividend) if they also transfer to the profit and loss (net revenue) account from the reserve fund a sum equal to the amount by which the total dividend so paid exceeds the total dividend which would but for this subsection be payable on the said five per centum capital.

As to private streets in Christchurch.

43. The mayor aldermen and burgesses of the borough of Christchurch shall for the purposes of sections 6 and 8 to 12 both inclusive of the Gasworks Clauses Act 1847 as those sections are respectively applied by section 58 (Power to lay pipes in private streets) of the Bournemouth Gas and Water Act 1913 be deemed in addition to any other persons to be persons having the control or management of any street not repairable by the inhabitants at large within the borough of Christchurch for the purposes of the provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes.

PART IV.

MISCELLANEOUS PROVISIONS.

44. In addition to any other lands which the Company are by the Bournemouth Gas and Water Acts and Orders 1873 to 1940 authorised to acquire or hold for

Power to purchase lands by agreement.

the purposes of the undertaking the Company may by agreement— PART IV.
—cont.

(a) purchase take on lease or otherwise acquire and hold for those purposes any further lands not exceeding in the whole twenty-five acres; or

(b) acquire and hold any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) which the Company may deem necessary for those purposes :

Provided that the Company shall not create or permit any nuisance on any such lands nor erect any buildings thereon except offices and dwellings for employees and such buildings as are required for or connected with or incident to the purposes of the undertaking and that no lands shall be used by the Company for the purpose of manufacturing gas or residual products except the lands which they are specifically authorised by the Bournemouth Gas and Water Acts and Orders 1873 to 1938 to use for any such purpose.

45. Where under this Act any question or dispute (other than a question or dispute for the determination of which provision is made by the Lands Clauses Acts) is to be referred to or determined by an arbitrator or arbitration the reference shall be subject to the provisions of the Arbitration Acts 1889 to 1934 and except where otherwise provided the arbitrator shall failing agreement be appointed by the President of the Institution of Civil Engineers on the application of either party to the question or dispute after notice in writing to the other. Arbitra-
tion.

46. Notwithstanding anything in the Special Enactments (Extension of Time) Act 1940 that Act shall apply to the powers conferred by this Act to execute works and to purchase or acquire compulsorily lands and easements. Application
of Special
Enactments
(Extension of
Time) Act
1940.
3 & 4 Geo. 6.
c. 16.

47. All costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company and may in whole or in part be defrayed out of revenue. Costs of
Act.

The SCHEDULE referred to in the
foregoing Act.

PROPERTIES OF WHICH PARTS MAY BE TAKEN.

Parish.	No. on deposited plans.
Hampreston - -	2 14 16 19 22 23 and 24.

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