



CHAPTER lxxviii.

An Act to authorise the South West Suburban Water Company to take additional water from the river Thames and to raise additional capital to extend the Company's limits of supply and for other purposes. A.D. 1928.
[3rd August 1928.]

WHEREAS the South West Suburban Water Company (in this Act called "the Company") were incorporated by the South West Suburban Water Act 1883 :

And whereas the several Acts and Provisional Orders confirmed by Parliament mentioned in the First Schedule to this Act (save so far as any of them is amended by any later Act or Order among the same) are in force in relation to the Company which Acts and Orders are in this Act referred to collectively as "the former Acts and Orders" and each of them separately as an Act or Order of the year in which the same was passed or made :

And whereas the Company are empowered to supply water within the limits in the counties of Middlesex Surrey and Berks and to the extent mentioned in the former Acts and Orders :

And whereas it is expedient that the limits within which the Company may supply water should be extended as in this Act provided :

And whereas the Company derive their supplies of water from the river Thames subject to the regulations

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A.D. 1928. and restrictions in the Act of 1908 set forth and it is
by the said Act provided that the Company shall not
obtain draw impound or take from the said river in
any day of twenty-four hours calculated from midnight
to midnight any quantity of water in excess of three
million gallons :

And whereas the demand for water within the existing
limits of supply of the Company has increased and is
increasing and for enabling the Company to meet such
demand and to supply water in the limits of supply as
extended by this Act it is expedient that the Company
should be empowered to take from the river Thames
such additional quantity of water as is in this Act
prescribed :

And whereas by the former Acts and Orders the
Company are authorised to raise capital to the amount
in the aggregate of three hundred and twenty thousand
pounds and to borrow on mortgage or raise by the creation
and issue of debenture stock sums not exceeding in the
whole eighty-eight thousand three hundred and thirty-
three pounds six shillings and eight pence :

And whereas the Company have raised capital to the
extent of three hundred and twenty thousand pounds by
the creation and issue of ordinary and preference shares
and have raised by the creation and issue of debenture
stock sums amounting in the aggregate to eighty-eight
thousand three hundred and thirty-three pounds :

And whereas it is expedient that the Company should
be authorised to raise additional capital and to borrow
further moneys for the purposes of this Act and of their
undertaking and that such other financial provisions
should be made as are in this Act contained :

And whereas it is expedient that such further powers
should be conferred upon the Company and that such
other provisions should be made as are in this Act
contained :

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

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

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Parliament assembled and by the authority of the same A.D. 1928.
as follows (that is to say) :—

PRELIMINARY.

1. This Act may be cited as the South West Suburban Water Act 1928 and this Act and the former Acts and Orders may be cited together and are in this Act referred to as the South West Suburban Water Acts and Orders 1877 to 1928. Short and collective titles.

2. 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 the South West Suburban Water Acts and Orders 1877 to 1928) are hereby incorporated with this Act (namely) :— Incorporation of Acts.

(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 :

(2) The Lands Clauses Acts except the provisions thereof with respect to the purchase and taking of lands otherwise than by agreement and with respect to the entry upon lands by the promoters of the undertaking and except sections 127 to 136 of the Lands Clauses Consolidation Act 1845 relating to the sale of superfluous lands :

(3) The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (namely) :—

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

The payment of subscriptions and the means of enforcing the payment of calls ;

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

The borrowing of money by the Company on mortgage or bond ;

The consolidation of the shares into stock ;

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The general meetings of the Company and the exercise of the right of voting by the shareholders;

The making of dividends;

The giving of notices; and

The provision to be made for affording access to the special Act by all parties interested:

- (4) Part I (relating to cancellation and surrender of shares) Part II (relating to additional capital) except the provisions thereof which limit the rate of dividend on preference capital and Part III (relating to debenture stock) except the words "and to the same amount as" in section 22 of the Companies Clauses Act 1863 as amended by subsequent Acts.

Interpreta-
tion.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction And in this Act—

"The Company" means the South West Suburban Water Company;

"The former Acts and Orders" means the Acts and Provisional Orders confirmed by Parliament set out in the First Schedule to this Act except any part of any such Acts or Orders repealed by any subsequent Act or Order and each of such Acts and Orders is in this Act referred to as the Act or Order of the year in which the same was passed or made;

"The existing limits of supply" means the area within which the Company are by the former Acts and Orders authorised to supply water as varied by the section of this Act of which the marginal note is "Transfer of portion of Laleham
" to limits of supply of West Surrey Water
" Company";

"The added limits of supply" means the areas added by this Act to the existing limits of supply;

"The added part of Wraysbury" and "the added part of Littleton" mean respectively the portion

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of the parish of Wyrardisbury or Wraysbury and the portion of the parish of Littleton added by this Act to the existing limits of supply; A.D. 1928.

“The limits of supply” means the limits for the time being of the Company for the supply of water;

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

“The directors” means the directors of the Company;

“The conservators” means the conservators of the river Thames;

“Day” means a day of twenty-four hours calculated from midnight to midnight.

EXTENSION &C. OF LIMITS.

4.--(1) From and after the passing of this Act the limits of the Company for the supply of water shall extend to and include in addition to the existing limits of supply— Extension of limits of supply.

(a) So much of the parish of Wyrardisbury or Wraysbury in the rural district of Eton and county of Buckingham as is situate to the southward of a line drawn along the centre of the river Thames in that parish;

(b) So much of the parish of Littleton in the rural district of Staines and county of Middlesex as is situate to the eastward of the south westerly boundary of New Road.

(2) Subject to the provisions of this Act the Company shall have and may exercise within the added part of Wraysbury all and the like powers rights privileges and authorities and be subject to all and the like duties and obligations as they now have and are subject to within the urban district of Egham.

(3) (i) Subject to the provisions of this Act the Company shall have and may exercise within the added part of Littleton all and the like powers rights privileges and authorities and be subject to all and the like duties and obligations as they now have and are subject to within the parish of Ashford.

(ii) The provisions of section 6 (For protection of Middlesex county bridges) of the Norwood (Middlesex)

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A.D. 1928. Water Order 1880 shall apply in respect of the added part of Littleton in all respects as if that section were with any necessary modifications set out in this Act.

(4) The Company may continue maintain and use any water mains pipes and other works belonging to or vested in them at the date of the passing of this Act within the added limits of supply as if the same had been laid down or constructed under the powers of this Act and the provisions of the South West Suburban Water Acts and Orders 1877 to 1928 and of the Acts incorporated therewith shall apply to the said mains pipes and works in all respects as if the same had been laid down or constructed under the authority of this Act.

Exclusion of added part of Wraysbury and added part of Littleton from limits of supply of other companies.

5. The powers conferred by the Rickmansworth and Uxbridge Valley Water Act 1900 upon the Rickmansworth and Uxbridge Valley Water Company to supply water in the added part of Wraysbury and the powers conferred by the West Surrey Water Act 1901 upon the West Surrey Water Company to supply water in the added part of Littleton are hereby repealed and from and after the passing of this Act all the duties and obligations of those companies respectively with reference to the supply of water in the added part of Wraysbury and the added part of Littleton shall absolutely cease and determine.

Transfer of portion of Laleham to limits of supply of West Surrey Water Company.

6. From and after the passing of this Act so much of the parish of Laleham in the rural district of Staines and county of Middlesex as is situate to the eastward of a line drawn along the centre of the road leading from Chertsey to Littleton shall be deemed to form part of the limits within which the West Surrey Water Company may supply water and all the powers duties and obligations of the Company with reference to the supply of water in the said portion of the said parish shall absolutely cease and determine.

ADDITIONAL WATER LANDS &C.

Power to take additional water from river Thames.

7.—(1) The Company may as from the first day of July one thousand nine hundred and twenty-eight by means of their intakes at or near their works at Egham take from the river Thames (in addition to the quantity of three million gallons per day which they are authorised to take under the provisions of section 4 (Abstraction of Thames water and payments therefor) of the Act of 1908)

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any quantity of water not exceeding during any period of six months calculated from the first day of July to the thirty-first day of December or from the first day of January to the thirtieth day of June in any year a total quantity averaging one million five hundred thousand gallons per day but the quantity of water to be taken by the Company under this section shall not in any one day exceed two million gallons.

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(2) The provisions of subsections (4) (5) (6) and (7) of the said section 4 of the Act of 1908 shall mutatis mutandis extend and apply to and in respect of the taking by the Company of such additional quantity of water from the river Thames as if such provisions had with all necessary modifications been re-enacted in this Act.

8.—(1) As from the first day of July one thousand nine hundred and twenty-eight the Company shall on the thirty-first day of December and the thirtieth day of June in every year pay to the conservators for water taken by the Company from the Thames the sums following (that is to say):—

Payments
by Com-
pany to con-
servators.

If the water so taken during the half year ending on the said thirty-first day of December or the thirtieth day of June shall not exceed a quantity averaging three million gallons per day the sum of one thousand pounds;

If the water so taken during any such half year shall exceed a quantity averaging three million gallons per day but not exceed a quantity averaging three million five hundred thousand gallons per day the sum of one thousand two hundred and fifty pounds;

and so on with the addition of two hundred and fifty pounds for every additional quantity averaging five hundred thousand gallons per day. Provided that for the purposes of this subsection any fractional part of five hundred thousand gallons in the average per day of the total quantity taken by the Company during any such half year shall be reckoned as a complete five hundred thousand gallons.

(2) The provisions of sections 293 (Contributions of companies to be first charge on their receipts) and 294 (Payments of companies to be without deduction and

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A.D. 1928. free from taxes &c.) of the Thames Conservancy Act 1894 shall extend and apply to the payments to be made by the Company to the conservators under this section.

(3) The payments to be made by the Company to the conservators under this section shall not be subject to revision under section 32 (Revision of payments contributions maximum tolls &c.) of the Thames Conservancy Act 1924 and the said section 32 shall be read and construed as if the Company had not been referred to therein and as if the Company were not included in the expression "water companies" where used in that section.

(4) The conservators shall within six months after the passing of this Act produce to the Commissioners of Inland Revenue a King's Printer's copy of this Act stamped with the ad valorem stamp duty which would be payable upon an instrument (as defined by the Stamp Act 1891) made by and under the common seals of the Company and the conservators containing the provisions which are set out in this section and in default of such production the amount of such stamp duty with interest thereon at the rate of five per centum per annum from the time hereinbefore fixed for production until payment shall be a debt due from the conservators to His Majesty.

Acquisition
of lands by
agreement.

9. In addition to any lands which the Company are by any other provisions of the South West Suburban Water Acts and Orders 1877 to 1928 authorised to acquire or hold the Company may by agreement purchase or take on lease or otherwise acquire and hold further lands for the purposes of the undertaking or any easement right or privilege in over or under any such lands or otherwise but the quantity of lands held by the Company in pursuance of this section shall not at any time exceed fifty acres Provided that the Company shall not create or permit a nuisance on any such land nor erect any buildings thereon except offices and buildings for persons in their employ and such buildings and works as are required for or are connected with or incident to the purposes of the undertaking.

Scheduled
agreement
confirmed.

10. The agreement made the tenth day of December nineteen hundred and twenty-seven between the Frimley and Farnborough District Water Company of the one part and the Company of the other part set

forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto and may and shall be carried into effect accordingly.

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11. The Company may purchase or take on lease dwelling-houses for persons employed by them for the purposes of the undertaking and may erect maintain and let dwelling-houses for and to such persons upon any lands for the time being belonging to the Company for the purposes of the undertaking and (subject to the terms of the lease) upon any lands for the time being leased to the Company for the purposes of the undertaking.

Dwelling-houses for persons in Company's employ.

12. Notwithstanding anything in the Lands Clauses Acts the Company may retain hold and use for the purposes of the undertaking for such time as they think fit any lands for the time being belonging to them and may from time to time sell lease exchange or otherwise dispose of the same in such manner for such consideration and on such terms and conditions as they think fit and may execute and do any deed act or thing proper for effectuating any sale lease exchange or disposition and on any such sale lease exchange or disposition may reserve to themselves all or any part of the water rights or other easements belonging thereto and may make the sale lease exchange or disposition subject to such reservations accordingly and may also make any such sale lease exchange or disposition subject to such other reservations special conditions restrictions and provisions with respect to the use of water exercise of noxious trades or discharge or deposit of manure sewage or other impure matter and otherwise as they may think fit.

Power to sell lease &c. lands.

13.—(1) For the purpose of executing constructing repairing cleansing emptying or examining any reservoir well conduit or line of pipes or other works of the Company the Company may cause the water in any such reservoir well conduit or line of pipes or other works to be discharged into any available stream or watercourse:

Discharge of water into streams.

Provided that any water so discharged shall so far as may be reasonably practicable be free from mud solid or offensive matter or matter injurious to fish or spawn or spawning beds.

(2) In the exercise of the power conferred by this section the Company shall do as little damage as may be

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A.D. 1928. — and shall make full compensation to all persons interested for all damage sustained by them by reason or in consequence of the exercise of such power the amount of compensation to be settled in case of difference by arbitration under and pursuant to the provisions of the Arbitration Act 1889.

(3) The powers conferred by this section shall not be exercised so as to damage or injuriously affect the railways or works of the Southern Railway Company or the Great Western Railway Company.

(4) Nothing in this section shall prejudice the powers of the conservators under the Thames Conservancy Act 1924 or exonerate the Company from liability for any act in contravention of or any offence against the provisions of sections 11 13 and 14 of that Act.

As to exercise of powers of section 12 of Waterworks Clauses Act 1847.

14. The Company may on all or any of the lands for the time being held by them execute for the purposes of or in connection with the undertaking any of the works mentioned in section 12 of the Waterworks Clauses Act 1847 (other than wells and works for the taking and intercepting of water) Provided that the Company shall not under the powers of this section create or permit the creation or continuance of any nuisance on any such lands.

ADDITIONAL CAPITAL &C.

Additional capital.

15. The Company may from time to time raise additional capital to such amount as shall be sufficient to produce after taking into account the premiums or discounts (if any) which may be obtained or allowed respectively on the issue or re-issue thereof an amount not exceeding in the whole one hundred and thirty thousand pounds by the creation and issue of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively.

Limit of profit on additional capital.

16. The Company shall not in any one year pay out of their profits any larger dividend on any additional capital raised under the powers of this Act than seven pounds in respect of every one hundred pounds of such capital as shall be issued as ordinary capital and six pounds in respect of every one hundred pounds of such capital as shall be issued as preference capital unless a larger dividend be at any time necessary to make up

the deficiency of any previous dividend in respect of such capital as shall be issued as ordinary capital which shall have fallen short of the said sum of seven pounds per centum per annum. A.D. 1928.
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17. Except as by this Act otherwise provided the capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital. New shares or stock to be subject to same incidents as other shares or stock.

18. The capital in new shares or stock so created shall form part of the capital of the Company. New shares or stock to form part of capital of company.

19. Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new shares or stock to which a preferential dividend shall be assigned. Restriction as to votes in respect of preference shares or stock.

20. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act the Company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock. New and existing shares or stock may be of same class.

21. The holders of the different classes of ordinary shares or stock in the capital of the Company shall be entitled to receive dividends on the amount for the time being paid up or deemed to have been paid up thereon *pari passu* up to and until the prescribed maximum rates of dividend on each class of such shares or stock have respectively been reached. As to dividends on different classes of ordinary capital.

22. The holders of preference shares or stock in the capital of the Company to which different rates of dividend have been or shall be assigned shall be entitled in each year to receive dividends on the amount for the time being paid up or deemed to have been paid up thereon *pari passu* up to and until the respective rates As to dividends on different classes of preference capital.

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A.D. 1928. — of dividend assigned to such shares or stock have respectively been reached.

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

23.—(1) All ordinary or preference shares or stock created by the Company after the passing of this Act shall be issued in accordance with the provisions of this section.

(2) All shares or stock so to be issued shall be offered for sale by public auction or tender in such manner at such times and subject to such conditions of sale as the directors shall from time to time determine Provided as follows :—

- (a) Notice of the intended sale shall be given in writing to the clerk of each local authority having jurisdiction within the limits of supply and to the secretary of the London Stock Exchange at least seven days before the day of auction or the last day for the reception of tenders as the case may be and shall also be duly advertised once in each of two consecutive weeks in one or more local newspapers circulating within the limits of supply ;
- (b) A reserve price shall be fixed and notice thereof shall be sent by the Company in a sealed letter to be received by the Board of Trade not less than twenty-four hours before but not to be opened till after the day of auction or last day for the receipt of tenders as the case may be ;
- (c) In the case of a sale by auction no lot offered for sale shall comprise shares or stock of greater nominal value than one hundred pounds and a bid shall not be recognised unless it is in advance of the last preceding bid ;
- (d) In the case of a sale by tender no preference shall be given to one of two or more persons tendering the same sum except that the offer by tender of any holder of ordinary or preference shares or stock of the Company may be accepted in preference to the offer of the same sum by any person not such a holder as aforesaid and preference may in like manner be given to the offer of any employee of the Company or consumer of water supplied by the Company ;

(e) It shall be one of the conditions of sale that the total sum payable by the purchaser shall be paid to the Company within three months after the date of the auction or of the acceptance of the tender as the case may be. A.D. 1928.

(3) Any shares or stock which have been so offered for sale and are not sold may be offered at the reserve price to the holders of ordinary and preference shares or stock of the Company in accordance with the provisions of sections 18 19 and 20 of the Companies Clauses Act 1863 and to the employees and to the consumers of water supplied by the Company in such proportions as the directors may think fit or one or more of those classes of persons only :

Provided that in the case of an offer to holders of shares or stock if the aggregate amount of shares or stock applied for shall exceed the aggregate amount so offered as aforesaid the same shall be allotted to and distributed amongst the applicants as nearly as may be in proportion to the amounts applied for by them respectively.

(4) Any shares or stock which have been offered for sale in accordance with subsection (2) or with subsections (2) and (3) of this section and are not sold may be disposed of for the purpose of realising the best price obtainable at such price and in such manner as the directors may determine.

(5) As soon as possible after the conclusion of the sale or sales the Company shall send a report thereof to the Board of Trade stating the total amount of each class of shares or stock sold the total amount obtained as premium (if any) and the highest and lowest price obtained for each class of shares or stock.

24. The Company may from time to time subject to the provisions of this Act borrow on mortgage of the undertaking any sum or sums not exceeding in the whole one-half of the moneys which at the time of borrowing have been raised by the creation and issue of shares or stock under the powers of the section of this Act of which the marginal note is "Additional capital" but no sum shall be borrowed in respect of any capital so raised until the Company shall have proved to a justice of the peace before he gives his certificate under the fortieth

Power to borrow.

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A.D. 1928. — section of the Companies Clauses Consolidation Act 1845 that the whole of the amounts payable in respect of the shares or stock at the time issued together with the premiums (if any) realised on the sale thereof have been fully paid up.

Borrowing powers in respect of existing capital.

25. The Company may from time to time subject to the provisions of this Act in respect of the capital raised under the former Acts and Orders borrow on mortgage of the undertaking without the certificate of a justice of the peace any sum or sums not exceeding in the whole (when added to any money borrowed on mortgage or raised by the creation and issue of debenture stock before the passing of this Act and outstanding at the date or respective dates on which the Company exercise the powers of this section) the sum of one hundred and sixty thousand pounds.

Debenture stock.

26. The Company may create and issue debenture stock subject to the provisions of Part III of the Companies Clauses Act 1863 as incorporated with this Act but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time after the passing of this Act created and issued or granted by the Company under any previous Act or this Act or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Priority of money raised on mortgage or debenture stock over other claims.

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

priority to or *pari passu* with the interest on their mortgages or debenture stock nor shall anything in this section contained affect any claim for land taken used or occupied by the Company for the purposes of the undertaking and works of the Company or injuriously affected by the construction thereof or by the exercise of any powers conferred on the Company.

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

Appoint-
ment of
receiver.

29.—(1) The directors may from time to time by virtue of this Act and without further or other sanction issue so as to be redeemable at such times and in such manner and on and subject to such terms and conditions as the directors at the time of the issue thereof determine any preference shares or stock or debenture stock (all of which are in this section included in the expression "stock") created by the Company under the powers of the South West Suburban Water Acts and Orders 1877 to 1928.

Redeemable
preference
shares or
stock and
debenture
stock.

(2) The Company may for the purpose of providing money for paying off the stock create and issue (subject as regards preference shares or stock to the provisions of the section of this Act of which the marginal note is "New shares or stock to be sold by auction or tender") or for the purpose of providing substituted stock in exchange for stock issued under the powers of this section create and issue (free from the said provisions) new stock (either redeemable or irredeemable) or re-issue stock originally created and issued as aforesaid :

Provided that the creation and issue for those purposes of any particular class of stock does not make the total nominal amount of such stock exceed the amount of that class of stock which the Company are for the time being authorised to create except during the necessary interval between the creation and issue of the new stock and the redemption of the old stock.

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(3) The Company shall not redeem out of revenue any stock so issued as aforesaid.

Receipt in case of persons not sui juris.

30. If any money is payable to a shareholder stockholder mortgagee or debenture stockholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Application of moneys.

31. All moneys raised under this Act including premiums shall be applied only to purposes to which capital is properly applicable and any sum of money which may arise by way of premium from the issue of shares or stock under the provisions of this Act (after deducting therefrom the expenses of and incident to such issue) shall not be considered as part of the capital of the Company entitled to dividend. Provided that all such sums shall for the purpose of determining the powers of the Company to raise money by borrowing or the amount which the Company may carry to any reserve or other fund but for no other purpose be reckoned as part of the paid-up capital.

Application of existing capital.

32. The Company may apply to the purposes of this Act to which capital is properly applicable any moneys which they are already authorised to raise and which may not be required by them for the purposes for which the same were authorised to be raised.

SUPPLY OF WATER &C.

Restriction on supply of water by company.

33. The Company shall not supply water outside or for consumption or use outside the limits of supply.

Modification of provisions affecting water charges.

34. In the application to the Company of the Water Undertakings (Modification of Charges) Act 1921 subsection (2) of section 1 of that Act shall have effect as if—

(a) after the words “substantially altered” the following words were inserted:—

“and/or that on account of the increase
“in the value of the hereditaments in the
“limits of supply of the undertakers arising
“through the coming into force of the first
“new valuation lists made under the Rating
“and Valuation Act 1925 the charges autho-
“rised by any order under this section are

“ more than is reasonably necessary for the purpose of meeting the increase referred to in subsection (1) of this section.” A.D. 1928.

(b) After the word “ charging ” the following words were inserted :—

“ and in any such amending order regard shall be had to such increase in the value of such hereditaments.”

35.—(1) The Company may if they think fit enter into agreements for the supply of water by measure to any person and may charge a rent for each meter or other instrument for measuring water provided by them at a rate per annum not exceeding fifteen per centum of the price of the meter or other instrument such rent to be paid quarterly in advance and to be recoverable in all respects with and as the water rate : Supply of water by meter.

Provided always that no person shall be entitled to a supply of water by measure for other than domestic purposes if such supply would interfere with the sufficiency of the supply of water for domestic purposes.

(2) Nothing in this section shall empower the Company to supply water outside or for use outside the limits of supply.

36.—(1) Subject to the provisions of the Waterworks Clauses Act 1847 the Company may for the purpose of measuring the quantity of water supplied or preventing and detecting waste affix and maintain meters and other apparatus on the service pipes and mains of the Company and stopcocks in the pipes supplying houses with water and may insert in the roads or footways the necessary covers or boxes for giving access and protection thereto and may for that purpose temporarily stop up break up and interfere with public and private streets roads lanes footways courts passages tramways sewers pipes wires and apparatus Provided that the Company shall not interfere with any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General except in accordance with and subject to the provisions of the said Act : Meters &c. to measure water or detect waste.

Provided also that the Company shall not exercise the powers of this section in respect of any street road lane footway court passage pipe wire or apparatus

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belonging to the Southern Railway Company or the Great Western Railway Company except with the consent of the railway company but such consent shall not be unreasonably withheld.

(2) No cover or box or other work shall be constructed under this section upon or under any county or main road bridge vested in or repairable by the Surrey County Council except with the consent in writing of the county council but such consent shall not be unreasonably withheld and any dispute as to whether any such consent has been unreasonably withheld shall be determined by the Minister of Transport.

Fittings not to be subject to distress &c.

37. Any fittings let for hire by the Company shall not be subject to distress or to the landlord's remedy for rent or be liable to be taken in execution under any process of any court or any proceedings in bankruptcy against the persons in whose possession the same may be provided that such fittings have upon them respectively a distinguishing metal plate affixed to a conspicuous part thereof or a distinguishing brand or other mark conspicuously impressed or made thereon sufficiently indicating the Company as the actual owners thereof.

Power to remove meters and fittings.

38. The Company by their agents or workmen after forty-eight hours' notice in writing to the occupier or if there be no occupier then to the owner or lessee of any house building or land in which any pipe meter or fitting belonging to the Company is laid or fixed and through or in which the supply of water is from any cause other than the default of the Company discontinued for the space of forty-eight hours may enter such house building or land between the hours of nine in the morning and four in the afternoon or at any other time with the authority in writing of a justice for the purpose of removing and may remove every such pipe meter and fitting repairing all damage caused by such entry or removal.

Notice to Company of connecting or disconnecting meters.

39. Before any person connects or disconnects any meter by means of which any of the water of the Company is intended to be or has been registered he shall give not less than twenty-four hours' notice in writing to the Company of his intention to do so and all alterations or repairs and the connecting and disconnecting of meters shall be done at his cost and under due superintendence

of any officer of or person authorised by the Company and any person offending against this enactment shall for every such offence be liable to a penalty not exceeding forty shillings. A.D. 1928.

40. Where water is supplied by measure the register of the meter or other instrument for measuring water shall be *primâ facie* evidence of the quantity of water consumed and in respect of which any water rate rent or charge is charged and sought to be recovered by the Company. Provided always that if the Company and the person to whom the water is supplied differ as to the quantity consumed such difference shall be determined upon the application of either party by a court of summary jurisdiction who may also order by which of the parties the costs of the proceedings before them shall be paid and the decision of such court shall be final and binding on all parties. Register of meter to be *primâ facie* evidence.

41.—(1) Every person who wilfully fraudulently or by culpable negligence injures or suffers to be injured any pipe meter or other instrument for measuring water or any fittings belonging to the Company or who fraudulently alters the index to any meter or other instrument for measuring water or prevents any meter or other instrument for measuring water from duly registering the quantity of water supplied or fraudulently abstracts consumes or uses water of the Company shall (without prejudice to any other right or remedy for the protection of the Company) be liable to a fine not exceeding five pounds and the Company may in addition thereto recover the amount of any damage by them sustained. Injuring meters.

(2) In any case in which any person has wilfully fraudulently or by culpable negligence injured or suffered to be injured any pipe meter instrument or fittings belonging to the Company or has fraudulently altered the index to any meter or other instrument for measuring water or prevented the same from duly registering the quantity of water supplied or has fraudulently abstracted consumed or used water of the Company the Company may also enter upon the premises occupied by the offender and repair such injury and do all such works matters and things as may be necessary for ensuring the proper registering by such meter or other instrument of the quantity of water supplied by means thereof and the expense of such repair and of all such works matters and

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things shall be repaid to the Company by the person so offending and may be recovered by them as water rates are recoverable.

(3) The existence of artificial means for causing such injury alteration or prevention or for abstracting consuming or using water of the Company when such pipe meter instrument or fittings is or are under the custody or control of the consumer shall be *primâ facie* evidence that such injury alteration prevention abstraction consumption or use as the case may be has been fraudulently knowingly and wilfully caused by the consumer using such pipe meter instrument or fittings.

Power to
Company
to repair
communica-
tion pipes.

42. If in the opinion of the Company any waste of water or injury or risk of injury to person or property is caused or likely to be caused by reason of any injury to or defect in any communication pipe which the Company are not under obligation to maintain it shall be lawful for the Company to execute such repairs to the communication pipe as they may think necessary or expedient in the circumstances of the case without being requested so to do and if any injury to or defect in the communication pipe shall have been found the expenses incurred by the Company for the purpose of ascertaining the cause of injury or defect and executing the repairs (including the expenses of breaking up filling in reinstating and making good any road pavement or soil for those purposes) shall be recoverable by the Company from the owner of the premises supplied or in cases where the communication pipe is repairable by the occupier of such premises from the occupier in like manner as the water rates in respect of the premises are recoverable Provided that except in case of emergency the Company shall not under the powers of this section enter into any house or private premises unless they shall have given to the owner and occupier of such house or premises not less than twenty-four hours' previous notice of their intention so to enter.

Company
to connect
communi-
cation pipes
with mains.

43. Notwithstanding anything in any Act relating to the Company the Company shall have the exclusive right of executing any works on any of the water mains of the Company for connecting any communication or service pipe therewith and the Company shall on the request of any owner or occupier of any premises who is entitled to be supplied with water by the Company

execute on any such main any work which shall be necessary to connect the communication or service pipe of such owner or occupier therewith and any expenses incurred by the Company in so doing shall be repaid by the owner or occupier so requesting and shall be recoverable summarily as a civil debt. A.D. 1928.
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44.—(1) The Company shall not be bound to supply more than one house by means of the same communication pipe and they may if they think fit require that a separate pipe be laid from the main pipe into each house supplied by them with water. *Separate communication pipes may be required.*

(2) If the owner of any house supplied with water by the Company when so required in pursuance of the preceding subsection fails within a period of one month after the receipt of such requirement to provide a separate pipe from the main pipe into such house the Company may themselves do the work necessary in that behalf and may recover from such owner the cost incurred by them in so doing summarily as a civil debt.

45. Where several houses or parts of houses in the occupation of several persons are supplied with water by one common pipe belonging to the several owners or occupiers of such houses or parts of houses the said several owners or occupiers shall be liable to contribute the amount of any expenses from time to time incurred by the Company in the maintenance and repair of such pipe and their respective proportions of contributions shall be settled by the engineer of the Company. *Maintenance of common pipe.*

46.—(1) For the purposes of complying with any obligation under the Waterworks Clauses Acts 1847 and 1863 to maintain any pipe or apparatus the person liable to maintain the same shall have the like power to open the ground as is conferred upon him by and subject to the conditions of sections 48 to 52 of the Waterworks Clauses Act 1847 in relation to the laying of communication pipes. *Opening of ground by persons liable to maintain pipes &c.*

(2) The Company may by agreement with any owner or occupier entitled or required to lay maintain repair or remove any communication pipe and for that purpose to open or break up any street execute such works on behalf of such owner or occupier and any expenses incurred by the Company shall be repaid by the owner or occupier with whom the agreement is made.

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Penalty for
closing
valves and
apparatus.

47. Every person who shall wilfully (without the consent of the Company) or negligently close or shut off any valve cock or other work or apparatus belonging to the Company whereby the supply of water shall be interfered with shall (without prejudice to any other right or remedy of the Company) be liable on conviction to a penalty not exceeding five pounds and the Company may in addition thereto recover the amount of any damage by them sustained. Provided that this section shall not apply to a consumer closing a valve fixed on his communication pipe.

Penalty for
opening
valves &c.

48. Any person being the owner or occupier of any house or building or part of a house or building or premises to or in respect of which he is not for the time being entitled to a supply or the continuance of a supply of water by the Company who shall without the authority of the Company turn on any valve cock or other work or apparatus attached to any service main or pipe connected with any main of the Company and provided or available for the purposes of affording such supply shall be deemed to commit an offence under section 60 of the Waterworks Clauses Act 1847 and the said section shall extend and apply accordingly.

Extension
of power to
inspect
premises.

49. In addition to the powers conferred by section 57 of the Waterworks Clauses Act 1847 any officer of the Company may at all reasonable times between the hour of four o'clock in the afternoon and one hour after sunset enter into any house or premises supplied with water by the Company in order to examine if there be any waste or misuse of such water and if any person hinder any such officer from entering or making such examination as aforesaid he shall for every such offence be liable to a penalty not exceeding five pounds.

Cisterns to
be provided
for high
level sup-
plies.

50. The Company may require that any dwelling-house erected after the passing of this Act and situate on land at a higher level than fifty feet below the service reservoir from which a supply of water is furnished by them to such dwelling-house shall be provided with a cistern or cisterns capable of containing a total quantity of water sufficient to provide an adequate supply to such dwelling-house for a period of twenty-four hours and the Company shall not be required to supply any such dwelling-house until the same is provided with a cistern

or cisterns in conformity with the requirements of this section. A.D. 1928.

51.—(1) The Company may make byelaws for the purpose of preventing the waste undue consumption misuse or contamination of water and may by such byelaws prescribe the size nature materials workmanship and strength and the mode of arrangement connection disconnection alteration and repair of pipes meters cocks ferrules valves soil-pans waterclosets baths cisterns and other apparatus (in this section referred to as “water fittings”) to be used and forbid any arrangements and the use of any water fittings which may allow or tend to waste undue consumption misuse erroneous measurement or contamination. Byelaws for preventing waste &c. of water.

(2) Such byelaws shall apply only in the case of premises to which the Company in fact afford or are prepared on demand to afford a constant supply.

(3) All such byelaws shall be subject to the provisions contained in sections 182 183 184 and 186 of the Public Health Act 1875 and all penalties imposed for the breach of any such byelaws shall be recoverable in manner provided by that Act for the recovery of penalties and those sections shall for the purposes of this section be construed as if the Company were a local authority within the meaning of those sections and the secretary of the Company were the clerk of the local authority.

(4) A copy of all such byelaws in force for the time being shall be kept at the office of the Company All persons may at all reasonable times inspect such copy without payment and the Company shall cause to be delivered a printed copy of all byelaws for the time being in force to every person applying for the same on payment of a sum not exceeding sixpence for each copy.

(5) In case of failure of any person to observe such byelaws as are for the time being in force the Company may if they think fit after twenty-four hours’ notice in writing enter the premises of or occupied by such person and by and under the direction of their duly authorised officer repair replace or alter any water fittings belonging to or used by such person and not being in accordance with the requirements of such byelaws and the expense of every such repair replacement or alteration shall be recoverable by the Company as the water rates in respect of the premises are recoverable.

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(6) In so far as any byelaws made by the Company prescribe the size nature materials workmanship and strength of water fittings the same shall not apply to water fittings used on any premises belonging to the Southern Railway Company or the Great Western Railway Company (other than premises to which the Company are bound under the Waterworks Clauses Act 1847 to afford a supply of water for domestic use) so long as such fittings do not cause waste undue consumption misuse or contamination of water which is supplied by the Company.

Power to
lay pipes in
private
streets.

52. The Company may on the application of the owner or occupier of any premises within the limits of supply abutting on or being erected in any street laid out but not dedicated to public use supply those premises with water and for that purpose the Waterworks Clauses Act 1847 shall apply as if section 29 of that Act were excepted from incorporation in this Act and as if the council of the urban or rural district within which such street is situate were (in addition to any other person) persons having the control or management of such street :

Provided that the Company shall not exercise their powers under this section in respect of any existing street belonging to or maintained by the Southern Railway Company or the Great Western Railway Company except with the consent of the railway company but such consent shall not be unreasonably withheld nor shall the Company in carrying out any works authorised by this section unreasonably obstruct or interfere with the access to any such street.

Notice of
discon-
tinuance.

53. A notice to the Company from a consumer for the discontinuance of a supply of water shall not be of any effect unless it be in writing signed by or on behalf of the consumer and be left at or sent by post to the office of the Company or be given personally at the office of the Company.

Rates pay-
able by
owners of
small
houses.

54.—(1) Where the rateable value of a house supplied with water does not exceed ten pounds or the house is let to monthly or weekly tenants or tenants holding for any other period less than a quarter of a year the owner instead of the occupier shall if the Company so determine pay the rate for the supply but the rate may be recovered from the occupier and may if the occupier be

not himself liable therefor under any lease or agreement be deducted by him from the rent from time to time due from him to the owner Provided that no greater sum shall be recovered at any one time from any such occupier than the amount of rent owing by him or which shall have accrued due from him subsequent to the service upon him of a notice to pay the rate.

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(2) The provisions of section 73 of the Waterworks Clauses Act 1847 shall mutatis mutandis extend and apply to any payments made under the provisions of this section by the owner of any house and as if such first-mentioned provisions applied in the case of any lease or agreement whether made before or after the passing of this Act.

55.—(1) Notwithstanding anything in any Act or Order relating to the Company a person shall not be entitled to demand or continue to receive from the Company a supply of water to any caravan shack hut tent or other like structure unless he has agreed with the Company to take a supply of water by meter and to pay to the Company such minimum annual sum as will give them a reasonable return on the capital expenditure incurred by them in providing the supply or supplies required by him and will cover other standing charges incurred by them in order to meet the possible maximum demand for his caravan shack hut tent or structure and will yield a reasonable return on the cost of the water consumed or used by him and unless he has secured to the reasonable satisfaction of the Company by way of deposit or otherwise payment of such a sum as may be reasonable having regard to the possible maximum demand of such person for his caravan shack hut tent or structure.

Special
terms for
supplies to
caravans
&c.

(2) The sum to be so paid and the security to be so given shall be determined in default of agreement by a court of summary jurisdiction who may also order by which of the parties the costs of the proceedings before them shall be paid and the decision of the justices shall be final and binding on all parties.

MISCELLANEOUS.

56. Notwithstanding anything in the Companies Clauses Consolidation Act 1845 or in any Act relating to the Company the Company may by a resolution of a

Meetings of
Company.

A.D. 1928. — general meeting at any time determine that the future ordinary meetings of the Company shall be held once only in each year in such month as the directors may from time to time determine and the Company may from time to time in like manner alter or rescind any such resolution.

Notices of meetings.

57. Notwithstanding anything in the Companies Clauses Consolidation Act 1845 notice of all meetings of the Company whether ordinary or extraordinary may (if the directors so determine) be given by letter sent by ordinary letter post to each shareholder or stockholder instead of by public advertisement Provided that the letters giving the notice shall be directed according to the registered address or other known address of each shareholder or stockholder prepaid and posted not later than seven clear days before the date of the meeting In proving that any such notice has been given it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter not later than the time hereby prescribed.

Interim dividends and annual accounts.

58. If and so long as the ordinary meetings of the Company shall be held once only in each year—

(a) It shall be lawful for the directors on or after the thirtieth day of June in any year without the sanction of a general meeting to declare and pay out of the funds of the Company available for dividend an interim dividend on any class of shares or stock in the capital of the Company on account of the dividend for that year to be declared at the next following annual general meeting Provided that no such interim dividend shall as respects any ordinary shares or stock be at a greater rate than one-half of the maximum rate of dividend on such shares or stock or as respects any preference shares or stock be at any greater rate than one-half of the preferential annual rate of dividend assigned to such shares or stock ;

(b) Section 116 of the Companies Clauses Consolidation Act 1845 shall be read and have effect as if the words "preceding year" were substituted therein for the words "preceding half-year."

59.—(1) The directors may close the register of transfers for a period not exceeding fourteen days previous to the declaration of any dividend and they may close the registers of transfers of mortgages and debenture stock for a period not exceeding fourteen days previous to each date at which the interest thereon shall be payable and in the case of any such register they may fix a day for closing the same of which seven days' notice shall be given either by circular to each proprietor or by advertisement in a newspaper circulating in the limits of supply.

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—
Closing of
transfer
books.

(2) Any transfer of shares or stock or mortgages or debenture stock made during the time when the register of transfers of such shares stock or security is so closed shall as between the Company and the person claiming under the same but not otherwise be considered as made subsequent to the declaration of any such dividend or the payment of any such interest as the case may be.

60. Notwithstanding anything in the Companies Clauses Consolidation Act 1845 no person shall be disqualified from being a director of the Company by reason of his holding any office or place of trust or profit under the Company or by reason of his being interested in any contract with the Company nor shall any director be required to cease from voting or acting as a director by reason of his accepting any such office or place of trust or profit or becoming interested in any such contract :

Director
holding
office under
or contract-
ing with
Company.

Provided that in the case of his being or becoming interested in any contract with the Company whether such interest shall arise before or after his appointment as a director the nature of his interest in the contract shall be disclosed by him at the meeting of the directors at which the contract is determined on if his interest then exists or in any other case at the first meeting of the directors after the acquisition of his interest or after his appointment and that no director shall as a director vote in respect of any such contract and if he does so vote his vote shall not be counted but this prohibition shall not apply to any contract by or on behalf of the Company to give to the directors or any of them any security by way of indemnity.

A.D. 1928.

—
Notice of
candidature
or of oppo-
sition to re-
election of
director.

61.—(1) Except in the case of a director retiring by rotation and offering himself or being proposed for re-election or except in the case of a director being elected by the directors to fill a casual vacancy no person shall be capable of being elected a director of the Company unless notice in writing that such person intends to offer himself or will be proposed for the office of director shall have been given to the secretary of the Company or left at the principal office of the Company fourteen days at least before the day of election and the secretary of the Company shall during such fourteen days and on the day of election fix a copy of every such notice so delivered in some conspicuous place in such office.

(2) In the case of a retiring director notice of opposition to his re-election shall be given in like manner.

(3) No person shall be eligible to be elected a director at any general meeting of the Company unless he shall have been the holder of the qualifying amount of shares or stock for at least two months prior to his election.

Auditors.

62. It shall be lawful for the Company at any time by resolution passed at a general meeting to decide that the audit of the Company's accounts shall be made by a single auditor qualified as hereinafter provided or by a firm of accountants the members whereof are so qualified and from and after the passing of such resolution the following provisions shall apply:—

(a) The auditor or the members of the firm shall be a member or members of the Institute of Chartered Accountants or of the Society of Incorporated Accountants and Auditors or an accountant or accountants approved by the Board of Trade;

(b) The auditor or the members of the firm need not hold shares or stock in the capital of the Company;

(c) Nothing in this section shall prevent any person who at the date of the passing of such resolution is an auditor of the Company from continuing to act as such auditor if duly appointed.

Directors
may deter-
mine remu-
neration of
secretary.

63. In addition to the powers which the directors may exercise under the Companies Clauses Acts 1845 to 1889 they may from time to time determine the remuneration of the secretary of the Company.

64. Notwithstanding anything in the Companies Clauses Consolidation Act 1845 it shall not be obligatory upon the Company—

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—
Register of
shareholders
and share-
holders'
address
book.

(a) to keep separately a register of shareholders and a shareholders' address book but in lieu thereof the Company may if they think fit keep one register only containing such particulars as are required by the said Act to be entered in the register of shareholders and the shareholders' address book respectively; or

(b) to authenticate by the affixing of their common seal or otherwise the register of shareholders or any register which the Company may keep in lieu thereof under the powers of this section.

65. Notwithstanding anything in the Companies Clauses Consolidation Act 1845 the attorney of any shareholder or stockholder duly authorised in writing may appoint a proxy (such proxy being a shareholder or stockholder) to vote for and on behalf of the shareholder or stockholder and for that purpose may execute on behalf of the shareholder or stockholder the necessary form of proxy Provided that the instrument appointing the attorney or in the case of an instrument deposited in the central office of the Supreme Court of Judicature an office copy thereof shall be transmitted to the secretary of the Company at the same time as the instrument appointing the proxy.

As to
appoint-
ment of
proxies.

66. Notwithstanding anything in the Companies Clauses Consolidation Act 1845 where several persons are jointly entitled to and registered as holders of any shares or stock any one of those persons may vote at any meeting either personally or by proxy in respect of the shares or stock as if he were solely entitled thereto but if more than one of the joint holders be present at any meeting personally or by proxy that one of the said persons so present whose name stands first on the register in respect of the shares or stock shall alone be entitled to vote in respect thereof Several executors or administrators of a deceased member in whose name any shares or stock stands shall for the purposes of this section be deemed joint holders thereof.

Joint
holders.

67. It shall be lawful for the Company to make superannuation and other allowances and to pay or contribute towards pensions or gratuities to any officer

Power to
make super-
annuation

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—
and other
allowances.

servant or employee of the Company or (where in any particular case no adequate provision is in the opinion of the Company otherwise made) to the widow or family or any dependant of an officer servant or employee of the Company and for those purposes to apply the funds and revenues of the Company.

Power to
directors to
make dona-
tions sub-
scriptions
&c.

68. The directors may subscribe or make donations to infirmaries and hospitals and convalescent homes and other similar institutions and objects or to industrial exhibitions or to the benevolent accident or sick funds of the officers servants and employees of the Company and may for any of those purposes apply the funds and revenues of the Company.

Authenti-
cation and
service of
notices by
Company.

69. Any notice to be served by the Company on a person supplied with water shall be sufficiently authenticated by the signature of the secretary or other officer of the Company for the time being authorised in writing by the directors being affixed thereto in writing or in print or by a stamp and any such notice may be served on such person either personally or by sending the same through the post by a prepaid letter addressed to him by name at his last known or usual place of abode or of business or by delivering the same to some inmate at his last known or usual place of abode or business or to any inmate of the premises supplied or if such premises be unoccupied and the place of abode of the person to be served is after proper inquiry unknown it shall in the case of any notice not being a notice to pay any charge be sufficient to affix such notice or a copy thereof upon some conspicuous part of such premises.

Several
sums in one
summons.

70. Where the payment of more than one sum by any person is due under any Act or Order for the time being relating to the Company any summons or warrant issued for the purposes of any such Act or Order in respect of that person may contain in the body thereof or in a schedule thereto all the sums payable by him.

Liability to
water rate
not to
disqualify
justices.

71. A judge of any court or a justice shall not be disqualified from acting in the execution of any Act or Order for the time being relating to the Company by reason of his being liable to any water rate.

Penalties
not cumu-
lative.

72. Penalties imposed under any Act or Order for the time being relating to the Company for one and the same offence shall not be cumulative.

73. Save as otherwise by this Act expressly provided all offences against any Act or Order for the time being relating to the Company and all penalties forfeitures costs and expenses imposed or recoverable under any such Act or Order or any bylaw made in pursuance thereof may be prosecuted and recovered in a summary manner Provided that costs or expenses except such as are recoverable along with a penalty shall not be recovered as penalties but may be recovered summarily as civil debts.

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—
Recovery
of penalties
&c.

74. Proceedings for the recovery of any demand made under the authority of any Act or Order for the time being relating to the Company whether provision is or is not made for the recovery in any specified court or manner may be taken in any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action.

Recovery of
demands.

75. For the protection of the Southern Railway Company (in this section referred to as "the railway company") the following provisions shall unless otherwise agreed in writing between the Company and the railway company have effect with respect to the exercise by the Company of the powers conferred upon the Company by this Act and with respect to any works to be executed by the Company in exercise of such powers (that is to say) :—

For protec-
tion of
Southern
Railway
Company.

- (1) In laying and also (except in cases of emergency) in effecting renewals of any mains pipes culverts or other works over upon across or under the railways bridges roads and works of the railway company (in this section together referred to as "the railways of the railway company") the company shall execute such works in accordance with plans and sections previously submitted to and reasonably approved by the chief engineer of the railway company (in this section referred to as "the engineer") Such works and repairs thereof shall be executed with all reasonable dispatch and under the superintendence (if the same be given) and to the reasonable satisfaction of the engineer Provided that if the engineer does not express his approval or

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- disapproval in writing of the said plans and sections within twenty-eight days after the same shall have been submitted to him he shall be deemed to have approved thereof :
- (2) The Company shall restore and make good to the reasonable satisfaction of the engineer the roads over any bridges level crossings and approaches (including in the case of a level crossing the railways thereon) which the railway company are or may be liable to maintain and which may be disturbed or interfered with by or owing to any operations of the Company and all the works matters and things aforesaid shall be constructed executed and done so as to cause as little injury as may be to the railways of the railway company and so as not to cause any interference with the passage or conduct of traffic on their railways :
 - (3) If the railway company so elect they may themselves in the case of any level crossing execute such works (other than the actual laying down and maintenance of mains or pipes) and may recover the reasonable costs of so doing from the Company :
 - (4) The Company shall if required so to do by the engineer provide and maintain such stopcocks as may be reasonably necessary on any mains or pipes to be laid by the Company on over under or in any way affecting the railways of the railway company :
 - (5) The Company shall bear and on demand pay to the railway company the reasonable expenses of the superintendence by the engineer of the said works when the same are carried out by the Company and all reasonable costs of watching lighting and protecting the railways of the railway company during the carrying out of the said works and the superintendence of the engineer (if given as aforesaid) shall not relieve the Company from any liability which would otherwise attach to them for any accident which might be occasioned by the acts or defaults of their contractors agents or workmen in the execution of the said works :

- (6) If any such interference with traffic as aforesaid shall arise from or be in any way owing to any of the acts or operations of the Company in connection with the matters and things aforesaid or the failure of any such mains pipes or works the Company shall make compensation in respect thereof to the railway company : A.D. 1928.
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- (7) The Company shall from time to time pay to the railway company any additional expenses which the railway company may reasonably incur in effecting any repair renewal widening alteration or extension of the railways of the railway company in pursuance of any powers existing at the date of the passing of this Act by reason of the existence of any mains pipes apparatus or works of the Company in over upon across or under the railways of the railway company :
- (8) Any question or difference which may arise between the Company and the railway company under or in relation to any provision of this section shall be referred to and determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

76. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Crown Lands without the consent in writing of those Commissioners on behalf of His Majesty first had and obtained for that purpose. Crown rights.

77.—(1) The following provisions of the under-mentioned Acts and Orders are hereby repealed (that is to say) :— Repeal.

The Act of 1877—

Section 27 (Power to purchase lands by agreement);

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Water Act, 1928.

- A.D. 1928.
- Section 34 (Supply of water for domestic purposes limited);
- Section 35 (Company not bound to supply water in certain cases);
- Section 36 (Supply of water for non-domestic purposes);
- Section 37 (Power to sell or let meters);
- Section 38 (Entry on premises to cut off supply in certain cases);
- Section 39 (Mode of giving notice);
- Section 40 (Service pipes);
- Section 41 (Power to remove meters and fittings);
- Section 42 (Notice to Company of putting up meters &c.);
- Section 43 (Repair of meters);
- Section 44 (Register of meter to be *prima facie* evidence);
- Section 45 (Fraudulently injuring meters &c.);
- Section 46 (For preventing frauds and waste of water);
- Section 47 (Power for Company to supply materials &c.);
- Section 48 (Company not bound to supply several houses by one pipe);
- Section 49 (Recovery of sums due);
- Section 50 (Notice of discontinuance);
- Section 51 (Liability to water rent not to disqualify justices &c.);
- Section 52 (Contents of summons);
- Section 53 (Costs of distress);
- Section 54 (Penalties not cumulative).

The Order of 1878—

- Section 8 (Power to acquire lands);
- Section 19 (Undertakers may make regulations for preventing waste of water);
- Section 20 (Power for undertakers to refuse supply where regulations not complied with);
- Section 21 (Water supplied by agreement);

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- Section 22 (Supply of water by meter); A.D. 1928.
Section 23 (Undertakers to keep meters in repair);
Section 24 (Register of meters to be evidence);
Section 26 (When several houses supplied by
one pipe each to pay);
Section 27 (Supply of water to tenements in a
row);
Section 29 (Injuring meters);
Section 30 (Misuser where supply to several
houses is by a pipe common to
all);
Section 31 (Incoming tenant not liable to pay
arrears);
Section 32 (Several names in one summons);
Section 33 (Warrants of distress to include costs);
Section 34 (Liability to water rate not to dis-
qualify justices from acting).

The Order of 1880—

- Section 8 (Power to acquire additional lands).

The Act of 1883—

- Section 30 (Dividends on different classes of
shares to be paid proportionately);
Section 34 (Power to borrow);
So much of section 35 (Existing mortgages to have
priority) as empowers the Company
to borrow on mortgage;
Section 49 (Company may sell and dispose of
lands);
Section 51 (Power to purchase lands by agree-
ment);
Section 55 (Power to Company to agree for
supplies of water for other than
domestic purposes).

The Order of 1893—

- So much of section 6 (Additional capital) as
empowers the Company to borrow
on mortgage;
Section 13 (Dividends on different classes of
ordinary shares to be paid pro-
portionately).

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The Order of 1900—

- So much of section 6 (Additional capital) as empowers the Company to borrow on mortgage;
- Section 9 (New shares or stock to be offered by auction or tender);
- Section 10 (Purchase money of capital sold by auction to be paid within three months);
- Section 11 (Notice to be given as to sale of shares or stock);
- Section 12 (Shares or stock not sold by auction or by tender to be offered to shareholders);
- Section 16 (Dividends on different classes of ordinary shares to be paid proportionately).

The Act of 1908—

- Subsection (2) of section 4 (Abstraction of Thames water and payments therefor);
- Section 17 (New shares or stock to be sold by auction or tender);
- Section 19 (Power to borrow in respect of additional capital);
- Section 21 (For appointment of receiver);
- Section 29 (Recovery of demands).

(2) As from the first day of July one thousand nine hundred and twenty-eight section 27 (Payments by South West Suburban Company) of the Thames Conservancy Act 1924 shall be and the same is hereby repealed but without prejudice to the payment and recovery of any sums at that date due and payable by the Company under that section.

Costs of Act.

78. All costs charges and expenses preliminary to and of and incident 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.

The SCHEDULES referred to in the
 foregoing Act.

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THE FIRST SCHEDULE.

FORMER ACTS AND ORDERS RELATING TO THE COMPANY.

Session and Chapter.	Short Title.
40 & 41 Vict. c. clxii. -	The Sunningdale District Water Act 1877.
41 Vict. c. lvi. -	The Norwood (Middlesex) Water Order 1878 confirmed by the Gas and Water Orders Confirmation Act 1878.
43 & 44 Vict. c. lxi. -	The Norwood (Middlesex) Water Order 1880 confirmed by the Gas and Water Orders Confirmation Act 1880.
46 & 47 Vict. c. cxlvii. -	The South West Suburban Water Act 1883.
56 & 57 Vict. c. cxxiii. -	The South West Suburban Water Order 1893 confirmed by the Water Orders Confirmation (No. 1) Act 1893.
63 & 64 Vict. c. clxxiii. -	The South West Suburban Water Order 1900 confirmed by the Water Orders Confirmation Act 1900.
8 Edw. 7. c. xciv. -	The South West Suburban Water Act 1908.

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THE SECOND SCHEDULE.

AN AGREEMENT made the Tenth day of December one thousand nine hundred and twenty-seven between the FRIMLEY AND FARNBOROUGH DISTRICT WATER COMPANY (hereinafter called "the Vendor") of the one part and the SOUTH WEST SUBURBAN WATER COMPANY (hereinafter called "the Purchaser") of the other part whereby it is agreed as follows:—

1. Subject as hereinafter mentioned the Vendor shall sell and the Purchaser shall purchase for the sum of £5,000 whereof £500 shall be paid to Messrs. Potter Crundwell and Bridge the solicitors of the Vendor as stakeholders and as a deposit and in part payment of the purchase money on the signature hereof and £4,500 the balance thereof shall be paid and the purchase completed in manner hereinafter mentioned the hereditaments particularly described in the Schedule hereunder written in fee simple in possession free from incumbrances Subject nevertheless as hereinafter mentioned and also subject to and with the benefit of an agreement dated the 23rd day of April 1907 and made between the Purchaser of the one part and the Vendor of the other part.

2. The title shall commence with two Conveyances from the Secretary of State for the War Department to the Vendor dated respectively the 30th day of September 1907 and the 25th day of May 1908 Every recital or statement contained in a deed or other instrument dated twelve years prior to the date hereof shall be accepted as conclusive evidence of the matter or fact recited or stated.

3. The Purchaser shall make in writing and deliver to the solicitors of the Vendor its objections and requisitions (if any) to the title shown by the abstract within ten days after delivery thereof and all objections and requisitions which shall not be made and sent as aforesaid within the time aforesaid shall be deemed to have been waived An answer to such objection or requisition is to be replied to in writing within five days from the delivery thereof otherwise it is to be considered as satisfactory and for these purposes time shall be of the essence of the contract.

4. In case the Purchaser shall make any objection to or requisition on the title evidence or commencement of title conveyance or otherwise which the Vendor shall from any cause or on any grounds whatever be unable or unwilling to answer or comply with and if the Purchaser shall not withdraw the same within five days of the receipt by it or its solicitor of a written request so to do the Vendor shall be at liberty (notwithstanding

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any attempt to answer or comply with the same or any previous or pending negotiations) by notice in writing at any time to rescind the sale. In the event of this agreement not being ratified as hereinafter mentioned the Purchaser shall be at liberty to rescind the sale on giving to the Vendor 14 days previous notice in writing of its intention so to do. In either of the said events the Vendor shall return the deposit but the Purchaser shall not be entitled to any interest costs compensation or other payment whatsoever but it shall return the abstract of title and all other papers in its possession belonging to the Vendor.

5. The property is sold subject to all easements and liabilities that may be found to be subsisting thereon or to affect the same. The admeasurements and description of the property are believed and shall be assumed to be correct and the property having been open to inspection if any mis-statement error or omission shall be discovered the same shall not annul the sale nor shall any compensation be allowed in respect thereof. The Purchaser shall be satisfied with such evidence of the identity of the property as is afforded by the deeds abstracted and shall not require any further or other evidence on this head except that it shall be entitled to a statutory declaration (to be obtained at the expense of the Purchaser) that the property sold has been held and enjoyed in conformity with the title shown by the abstract for upwards of twelve years before the date hereof.

6. Possession of the premises shall be retained and all rates taxes and outgoings payable for or in respect thereof shall be paid by the Vendor up to the date of completion and as from that date possession shall be taken by the Purchaser who shall thenceforth pay the rates taxes and outgoings and such rates taxes and outgoings shall if necessary for the purpose of this stipulation be apportioned.

7. The Purchaser will at his own expense take all necessary steps with the co-operation and support of the Vendor for obtaining the ratification by Parliament at the next ensuing session of this agreement. And the purchase shall within three months from the date of such ratification by Parliament be completed in the usual way at the office of the Vendor's solicitors and thereupon the Vendor and all other necessary parties (if any) will execute a proper assurance of the property to the Purchaser. Such assurance shall be prepared by and at the expense of the Purchaser.

8. If from any cause whatever other than the wilful default of the Vendor the purchase shall not be completed on the day and in the manner hereinbefore provided the Purchaser shall as from that date pay interest upon the balance of the said purchase money to the Vendor after the rate of five pounds per cent. per annum until completion of the purchase.

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9. The property is sold and will be conveyed subject to the following covenants in the said Conveyance of the 30th day of September 1907 :—

- (a) To erect and for ever after maintain a proper unclimbable fence on all sides of the land to be conveyed to the Purchaser;
- (b) At no time hereafter (except during the actual execution of necessary work thereon) to do any act whereby the free passage of troops horses wagons guns and other persons animals and things along or across the site over which the right of way was by the said Conveyance granted shall be obstructed or impeded;
- (c) To use the said land to be conveyed to the Purchaser for the purpose of water reservoirs and purposes ancillary thereto only and if at any time hereafter during the lifetime of the survivor of the issue living at the date of the said Conveyance of the 30th day of September 1907 of Her late Majesty Queen Victoria or within twenty-one years after the death of such survivor or such longer period (if any) as may be allowed by law for the exercise of such an option of repurchase as hereinafter mentioned the said land shall cease to be used for such purpose the Secretary of State shall thereupon be entitled to repurchase the said land and works at a price to be ascertained in case of difference by arbitration in the usual way And the Purchaser shall in its conveyance enter into a covenant with the Vendor to observe and perform such covenants so far as they relate to the property hereby agreed to be sold and to keep indemnified the Vendor and its successors from and against all actions proceedings costs claims and demands whatsoever in respect of any breach or non-observance thereof The Purchaser shall also covenant with the Vendor to erect within one month from the date of completion of the purchase and for ever after maintain a good and substantial fence on the south-east side of the property agreed to be sold.

10. The Purchaser will forthwith enter into negotiations with His Majesty's Secretary of State for War for the purpose of acquiring a right of way along the road leading from the Maultway from the point where their right of way now terminates to a convenient point of the land to be conveyed to the Purchaser but in the event of the Purchaser failing to obtain such a right of way as aforesaid then the Vendor will grant a right of way (as hereinafter defined) to the Purchaser from the said point over and alongside the said roadway shown on the annexed plan to the land retained by them and from thence into the said reservoir.

11. The Purchaser shall within one month from the date of completion of the purchase sever and stop up the existing supply pipe at the south-east boundary of the property agreed to be sold. A.D. 1928.

12. It is hereby agreed and declared that this agreement is made subject to such alterations as Parliament may think fit to make therein but that if the Committee on the Bill shall make any material alteration in the terms of this agreement it shall be competent for either party to rescind the agreement in accordance with clause 4 hereof. The Purchaser shall from time to time and so soon as the same shall come to the knowledge of the Purchaser furnish to the solicitors of the Vendor full details of all alterations or amendments made by the committee or Parliament to this agreement or to any terms or conditions contained herein.

13. Each party shall bear and pay its own legal expenses in connection herewith.

As witness the common seals of the parties hereto.

THE SCHEDULE ABOVE REFERRED TO.

All that piece or parcel of heath land containing by admeasurement half an acre or thereabouts situate at Blackhill in the parish of Windlesham in the county of Surrey and for greater clearness only is delineated and shown on the plan annexed hereto and thereon coloured pink and which said hereditaments are free from tithe tithe rentcharge and land tax. Together with the reservoir and other buildings and erections thereon. And if the Purchaser shall fail to acquire the right of way referred to in clause 10 hereof the Vendor will grant to the Purchaser full and free right and liberty for the Purchaser and its successors and its surveyors servants workmen and all other persons authorised by the Purchaser from time to time and at all times hereafter by night and by day to go return pass and repass to and from the said piece of land coloured pink with or without horses carts wagons and other carriages laden or unladen in through over and along the road or way fifteen feet wide coloured brown and the strip of land fifteen feet wide coloured green on the said plan hereunto annexed and indicated by the words "right of way". And also together with full and free right and liberty to lay and for ever after to maintain mains or lines of pipes to or from the reservoir on the said land hereby conveyed in through and along the strip of land five feet wide on the northern side of the right of way shown and coloured brown on the said plan and also in through and along the strip of land coloured green and for that purpose to enter upon the said road or way coloured brown

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and the said strip of land coloured green with surveyors servants workmen horses carts and all other necessary appliances as well for the purpose of laying maintaining and supporting cleansing and repairing the said mains or lines of pipes as for the purpose of inspecting cleansing repairing renewing or relaying with all proper powers ancillary thereto but so that the rights liberties privileges and powers hereinbefore granted shall at all times be so exercised as to do as little damage as possible to the said road or way and line or lines of pipes the property of the Vendor and in conformity with the before mentioned covenants and restrictions.

The common seal of the said South West
Suburban Water Company was hereunto
affixed in the presence of

L.S.

E. STOPFORD JONES
COURTENAY FOOKS
Directors.

W. MOORE CLAY
Secretary.

The common seal of the Frimley and Farn-
borough District Water Company was here-
unto affixed in the presence of

L.S.

ARTHUR C. PAIN
A. HITCHCOCK
Directors.

SYDNEY G. WELLER
Secretary.

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FOR

WILLIAM RICHARD CODLING, Esq., C.B., C.V.O., C.B.E., the King's Printer of
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