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[18 & 19 GEO. 5.]

South Essex
Waterworks Act, 1928.

[Ch. lxxix.]



CHAPTER lxxix.

An Act to authorise the South Essex Waterworks Company to construct new works and to raise additional capital to extend the limits of supply of the Company and for other purposes.

A.D. 1928.

[3rd August 1928.]

WHEREAS the South Essex Waterworks Company (hereinafter called "the Company") are by the South Essex Waterworks Acts 1861 to 1921 authorised to construct and maintain waterworks and to supply water within the limits in the county of Essex thereby prescribed :

And whereas the water now available to the Company will soon be inadequate to meet the constantly growing demand for water within their limits of supply and it is expedient that the Company be empowered to impound the waters and to construct the works in this Act mentioned :

And whereas it is expedient that the limits for the supply of water by the Company be extended as by this Act provided :

And whereas a statement of the authorised share and loan capital of the Company is set forth in the First Schedule to this Act and it is expedient that the Company be authorised to raise additional capital :

And whereas it is expedient that the rates and charges which the Company are authorised to demand for water supplied by them be modified and that further

[Price 3s. Net.]

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A.D. 1928. — powers be conferred on the Company and further provision be made with reference to their undertaking as in this Act contained and that the other provisions of this Act be enacted:

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

And whereas plans and sections showing the lines and levels of the works by this Act authorised and a book of reference to the said plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Essex and are in this Act 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:—

Short and
collective
titles.

1.—(1) This Act may be cited as the South Essex Waterworks Act 1928.

(2) The South Essex Waterworks Acts 1861 to 1921 and this Act may together be cited as the South Essex Waterworks Acts 1861 to 1928.

Incorporation of Acts.

2. The following Acts and parts of Acts (so far as applicable for the purposes and not inconsistent with the provisions of this Act or the existing Acts) are hereby incorporated with this Act (namely):—

The Companies Clauses Consolidation Act 1845 except the provisions thereof with respect to the conversion of borrowed money into capital;

The Companies Clauses Act 1863 as amended by subsequent Acts except Part IV;

The Lands Clauses Acts:

Provided that any question of disputed compensation to which the provisions of the Lands Clauses Acts as incorporated with this Act apply (other than a question required to be determined by two justices) shall except where otherwise expressly provided by this Act 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 Minister of Health on the application of either party;

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The Waterworks Clauses Acts 1847 and 1863 except the words in section 44 of the Waterworks Clauses Act 1847 "with the consent in writing" of the owner or reputed owner of any such "house or of the agent of such owner";

The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof Provided that in construing the said provisions for the purposes of this Act the expression "the railway" shall mean the new works and "the centre of the railway" shall mean the respective centre lines of those works.

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

Interpre-
tation.

"The Act of 1861" "the Act of 1882" "the Act of 1901" and "the Act of 1921" respectively mean the South Essex Waterworks Acts of those respective years;

"The existing Acts" means the Act of 1861 the Act of 1882 the Act of 1901 and the Act of 1921;

"The new works" means the works described in subsection (1) of section 4 (Power to make works) of this Act;

"The first instalment works" means the aqueducts Nos. 1 2 3 4 5 and 7 and the new road authorised by subsection (1) of section 4 (Power to make works) of this Act and such portions of the pumping stations Nos. 1 2 and 3 and of the reservoirs Nos. 1 and 2 authorised by the said subsection (1) as would enable the Company to deliver into the reservoir (No. 3) authorised by the same subsection and to supply to the authorities under section 27 (Obligation to supply

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water in bulk) of this Act an aggregate daily quantity of water from the river Stour of six million gallons and includes such buildings machinery works and apparatus of whatever character (including stand-by plant) as may be constructed under subsection (2) of the said section 4 of this Act in connection with the aforesaid works or any of them;

“The second instalment works” means such further portions of the said pumping stations Nos. 1 2 and 3 and of the said reservoirs Nos. 1 and 2 as would together with the first instalment works enable the Company to deliver into the said reservoir (No. 3) and to supply to the authorities under the said section 27 of this Act an aggregate daily quantity of water from the river Stour of twelve million gallons and includes such buildings machinery works and apparatus of whatever character (including stand-by plant) as may be constructed under subsection (2) of the said section 4 of this Act in connection with the Stour supply works or any of them and do not form part of the first instalment works;

“The Stour supply works” means the first instalment works and the second instalment works;

“The point of intake” means the intake on the right bank of the river Stour at the commencement of the aqueduct (No. 1) authorised by this Act;

“The existing limits” means the limits within which the Company are by the existing Acts authorised to supply water;

“The new limits” means the several parishes mentioned in the section of this Act of which the marginal note is “Extension of limits of supply”;

“The limits of supply” means the existing limits and the new limits;

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

“The tribunal” means the jury arbitrators or other body to whom any question of disputed purchase money or compensation under this Act is referred;

- “The Stour Drainage Board” means the River Stour (Essex and Suffolk) Drainage Board and includes any conservancy drainage or other authority to whom the powers of the board may be transferred or any new drainage authority which may be constituted with jurisdiction over the catchment area of the river Stour or any part thereof; A.D. 1928.
- “The Stour Navigation Company” means the River Stour Navigation (Trust) Company Limited;
- “The Stour Navigation Acts” means the Act passed in the fourth and fifth year of Her Majesty Queen Anne intituled “An Act for making the River Stower navigable from the Town of Maningtree in the County of Essex to the Town of Sudbury in the County of Suffolk” as amended by the Act 21 George III. cap. LXXV.;
- “The Southend Company” means the Southend Waterworks Company;
- “The Ordnance map” means the Ordnance map on the scale of $\frac{1}{25000}$ and references to sheets of the Ordnance map are to the relative sheets for Essex (new series).

WORKS AND LANDS.

4.—(1) Subject to the provisions of this Act the Company may in the lines situations and levels and on or under the lands delineated on the deposited plans and sections and described in the deposited book of reference make and maintain the works hereinafter described and may enter upon take and use such of the said lands as may be required for the purpose The works before referred to will be situate in the county of Essex and are—

- (1) An aqueduct (No. 1) (consisting of a line or lines of pipes) with intake in the parish of Langham in the rural district of Lexden and Winstree commencing in the river Stour at a point on the right bank thereof in the enclosure numbered 32 on the Ordnance map sheet N. XVIII—12 and terminating in the pumping station (No. 1) authorised by this Act;

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- (2) A pumping station (No. 1) in the said parish in the said enclosure numbered 32;
- (3) An aqueduct (No. 2) (consisting of a line or lines of pipes) commencing in the said pumping station (No. 1) and terminating in the reservoir (No. 1) authorised by this Act;
- (4) A reservoir (No. 1) in the said parish in the enclosures respectively numbered 24 24A 25 27 28 and 28A on the said sheet of the Ordnance map;
- (5) An aqueduct (No. 3) (consisting of a line or lines of pipes) commencing in the said reservoir (No. 1) and terminating in the pumping station (No. 2) authorised by this Act;
- (6) A pumping station (No. 2) with filtration works in the enclosures respectively numbered 12 13 and 14 in the said parish of Langham and 77 109 and 110 in the parish of Boxted in the said rural district on the said sheet of the Ordnance map;
- (7) A new road commencing in the said parish of Boxted at or near the north-western corner of the enclosure numbered 111 on the said sheet of the Ordnance map by a junction with the existing highway on the westerly side of that enclosure and terminating in the said parish of Langham at or near the north-eastern corner of the enclosure numbered 15 on the said sheet of the Ordnance map by a junction with the existing highway on the easterly side of that enclosure;
- (8) An aqueduct (No. 4) (consisting of a line or lines of pipes) commencing in the said pumping station (No. 2) and terminating in the pumping station (No. 3) authorised by this Act;
- (9) A pumping station (No. 3) in the parish of Inworth in the said rural district in the enclosures respectively numbered 128 and 129 on the Ordnance map sheet N. XLVI—6;
- (10) An aqueduct (No. 5) (consisting of a line or lines of pipes) commencing in the said pumping station (No. 3) and terminating in the reservoir (No. 2) authorised by this Act;

- (11) An aqueduct (No. 6) (consisting of a line or lines of pipes) commencing in the parish of Ulting in the rural district of Maldon by a junction with the said aqueduct (No. 5) in the highway leading from Hatfield Peverel to Maldon at a point at or near the southernmost corner of the enclosure numbered 140 on the Ordnance map sheet N. LV—7 and terminating in the parish of Langford in the said rural district of Maldon by a junction with the pipes of the Southend Company at or near the easternmost corner of the enclosure numbered 66 on the Ordnance map sheet N. LV—12; A.D. 1928.
- (12) A reservoir (No. 2) in the parish of Danbury in the rural district of Chelmsford in the enclosure numbered 163a on the Ordnance map sheet N. LXIV—2;
- (13) An aqueduct (No. 7) (consisting of a line or lines of pipes) commencing in the said reservoir (No. 2) and terminating in the reservoir (No. 3) authorised by this Act;
- (14) A reservoir (No. 3) in the parish of East Horndon in the rural district of Billericay in the enclosure numbered 15 on the Ordnance map sheet N. LXXX—3;
- (15) A waste water channel or conduit (No. 1) commencing in the said reservoir (No. 3) and terminating in the said parish of East Horndon in the ditch or watercourse at or near the north-eastern corner of the enclosure numbered 53 on the Ordnance map sheet N. LXXX—7;
- (16) An aqueduct (No. 8) (consisting of a line or lines of pipes) commencing in the said reservoir (No. 3) and terminating by a junction with the existing pipes of the Company in the parish of West Thurrock in the rural district of Orsett in the enclosure numbered 64 on the Ordnance map sheet N. LXXXVIII—14 at or near a point 2·2 chains south-west of the northern corner of that enclosure;
- (17) A reservoir (No. 4) in the urban district of Dagenham in the enclosures respectively numbered 23a 23b and 24 on the Ordnance map sheets N. LXIX—16 and N. LXX—13;

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(18) A waste water channel or conduit (No. 2) in the said urban district commencing in the said reservoir (No. 4) and terminating in the water-course forming the south-eastern boundary of the enclosure numbered 37 on the Ordnance map sheet N. LXXVIII—4;

(19) An aqueduct (No. 9) (consisting of a line or lines of pipes) commencing in the said reservoir (No. 4) and terminating in the borough of Ilford by a junction with the existing pipes of the Company in Forest Road at or near its junction with Hainault Road.

(2) In addition to the foregoing works the Company may on or under the said lands make and maintain such buildings machinery works and apparatus of whatever character as may be necessary or convenient in connection with or subsidiary to the new works or any of them but nothing in this subsection shall exonerate the Company from any action indictment or other proceedings for nuisance if any nuisance be caused or permitted by them.

Limits of
deviation.

5. In the construction of the new works the Company may (subject to the provisions of this Act) deviate to any extent within the limits of deviation shown on the deposited plans and where on any road no such limits are shown the boundaries of the road (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 no embankment for a reservoir shall be constructed at any greater height above the general surface of the ground than that shown on the deposited sections and three feet in addition thereto and that except for the purpose of crossing over a stream or railway no part of the aqueducts authorised by this Act shall be raised above the surface of the ground unless and except so far as is shown on the deposited sections.

Period for
completion
of works.

6. If the new works are not completed within fifteen years from the passing of this Act then on the expiration of that period the powers by this Act granted for the making of the new works or otherwise in relation thereto shall cease except as to such of them or so much

thereof respectively as shall then be completed but nothing in this section shall restrict the Company from at any time extending enlarging altering renewing or removing any of the new works or from exercising any of the powers with respect to the construction of works conferred by the Acts incorporated with this Act from time to time as occasion may require. A.D. 1928.

7. The Company may for the purposes of the undertaking and of this Act collect impound take and divert at the point of intake by means of the aqueduct (No. 1) authorised by this Act and works connected therewith and appropriate and use the waters of the river Stour and of its tributaries flowing into that river above the Mill weir at Stratford St. Mary. Provided that the Company shall not abstract water from the said river so as to reduce the flow of water in the river over the said Mill weir below the level required for navigation purposes as imposed by the Acts of Parliament relating to the navigation of the river Stour nor except with the consent of the Minister of Health below the quantity of three million gallons in any day of twenty-four hours. Power to take waters.

8.—(1) The Company shall not pump from the pumping station (No. 2) authorised by this Act into the aqueduct (No. 4) authorised by this Act in any period of fourteen days a greater quantity of water than an average of twelve million gallons per day. Limiting quantity of water to be pumped.

(2) For the purpose of ascertaining the quantity of water pumped by the Company into the said aqueduct (No. 4) the Company shall within one month from the completion of that aqueduct and the said pumping station (No. 2) provide at the said pumping station and shall at all times thereafter maintain in an efficient state of repair a suitable Venturi meter for recording the quantity of water so pumped and such meter and records shall at all reasonable hours in the daytime be open to the inspection of any person duly authorised in writing by the Essex County Council.

(3) If the Company pump contrary to the provisions of this section they shall be liable (and that without prejudice to any other right or remedy of any body or person) to a penalty not exceeding ten pounds and to a further penalty of ten pounds for every day on which such contravention shall continue after conviction in respect thereof.

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(4) If at any time the said Venturi meter shall be in an unfit state of repair or condition so as not duly to record the quantity of water pumped by the Company into the said aqueduct (No. 4) it shall forthwith be put into a proper state of repair and condition by and at the expense of the Company and if within seven days after receipt of notice from the Essex County Council requiring the Company to repair or replace the said Venturi meter they fail to repair it or substitute a new Venturi meter it shall be lawful for the Essex County Council to repair or replace the Venturi meter in a proper state and condition and to recover the expenses reasonably incurred in so doing from the Company in any court of competent jurisdiction.

(5) The Company shall continue to gauge the flow of the river Stour at Stratford St. Mary Mill as heretofore unless prevented by any cause beyond the control of the Company. If the Company shall at any time be so prevented from gauging the flow of the river Stour as heretofore they shall forthwith if and so far as they are lawfully able to do so provide at some point to be agreed between the Essex County Council and the Company or failing agreement at some point to be determined by arbitration as hereinafter provided and at all times thereafter maintain proper and suitable gauging works and recording apparatus for gauging the said flow. The present gauging works and recording apparatus and such other gauging works and recording apparatus as the Company may hereafter install shall be open to the inspection and examination of the medical officer of Health of the Essex County Council or any other person duly authorised in that behalf by the Essex County Council on his giving forty-eight hours' previous notice to the Company's engineer and the said medical officer or any member of his staff duly authorised by him in writing may on giving the like notice examine the records of the said apparatus and shall be entitled to take copies of the records free of charge.

(6) If at any time the said gauging works and recording apparatus or any of them shall be in an unfit state of repair or condition they shall forthwith be put into a proper state of repair and condition by and at the expense of the Company and if within ten days after receipt of notice from the Essex County Council requiring

the Company to repair the said gauging works and recording apparatus or any of them they shall fail to repair them or to substitute new gauging works and recording apparatus it shall be lawful for the Essex County Council to repair the same and to recover the expenses reasonably incurred in so doing from the Company in any court of competent jurisdiction. A.D. 1928.

(7) Any dispute which shall arise between the Company and the county council under subsection (5) hereof shall be referred to arbitration.

9.—(1) The Company shall carry out tests and analyses of all water collected impounded taken or diverted by them from the river Stour and supplied by them for use for domestic purposes and shall furnish the Essex County Council with copies of the results of such tests and analyses on each of the usual quarter days in every year and on such other occasions as copies of the results of such tests and analyses may reasonably be required by the said council. Testing of water supplied by Company.

(2) The Company shall provide and maintain draw off taps on the aqueduct (No. 2) at the pumping station (No. 1) on the aqueduct (No. 4) at the pumping station (No. 2) and on the aqueduct (No. 5) at the pumping station (No. 3) by this Act authorised from which taps the medical officer of health of the Essex County Council shall be entitled at any time to take samples of water for analysis and the taking of any such sample and the hour and date of such taking shall be immediately thereafter communicated to the official of the Company in charge of the said pumping stations and duplicates of every such sample handed to him and the said medical officer or any member of his staff duly authorised by him in writing for that purpose may on giving not less than forty-eight hours' previous notice to the Company's engineer enter at all reasonable times on the property of the Company for the purpose of inspecting their waterworks and appliances used for filtering and treating the water of the Company.

(3) If at any time any of the taps required to be maintained by the Company under this section shall be in an unfit state of repair or condition it shall forthwith be put into a proper state of repair and condition by and at the expense of the Company and if within seven days after receipt of notice from the Essex County

A.D. 1928. Council requiring the Company to repair or replace the tap they fail to repair it or to substitute a new tap it shall be lawful for the Essex County Council to repair or replace the tap in a proper state and condition and to recover the expenses reasonably incurred in so doing from the Company in any court of competent jurisdiction.

Additional
lands for
access &c.

10. In addition to any other lands which the Company are by this Act authorised to acquire the Company may subject to the provisions of this Act enter upon take and use the lands in the county of Essex hereinafter described for the purpose of approaches and gaining access to the pumping station (No. 2) and the reservoir (No. 3) by this Act authorised respectively and of constructing on and over such lands approaches ways and means of access to the said respective works as well as for the other purposes of this Act and may enter upon pass over break open use and otherwise interfere with such lands and execute and do in along across under or over the said lands all such works and things as may be necessary for effecting the purposes aforesaid or any of them.

The lands hereinbefore described are—

- (a) A strip of land in the parishes of Boxted and Langham in the rural district of Lexden and Winstree not exceeding fifty yards in width extending in a north-easterly and northerly direction from a point on the road between Boxted Cross and Langham about seven chains westwards of the easternmost corner of the enclosure in the parish of Boxted numbered 294 on the Ordnance map sheet N. XVIII-15 to the north-western corner of the enclosure in the said parish numbered 275 on sheet N. XVIII-16 of the Ordnance map and passing into and through the enclosures numbered on the said sheets 283 284 285 286 and 294 in the said parish and 73 74 and 77 in the parish of Langham;
- (b) A strip of land in the parish of Ingrave in the rural district of Billericay fifteen yards in width and extending along the south-eastern side of the property numbered 231 in the said parish on the Ordnance map sheet N. LXXX-3.

11. Notwithstanding anything in this Act the Company may purchase and acquire an easement or right of constructing maintaining renewing and using or removing the works authorised by this Act in under or over any railways rivers navigations and commons and commonable lands without the Company being obliged or compellable to purchase any greater interest in under or over the same respectively.

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 Company may acquire certain easements compulsorily.

12.—(1) Notwithstanding anything in this Act or on the deposited plans or in the deposited book of reference the Company shall not under the powers of this Act acquire any greater estate or interest in the common or commonable lands in the parish of Danbury known as Danbury Common than an easement or right of constructing and maintaining in and under the said common the aqueduct (No. 7) and works connected therewith by this Act authorised and from time to time enlarging renewing inspecting using and obtaining access to the said aqueduct and works and the quantity of such common in which such easement or right may be acquired by the Company shall not exceed one acre two roods and thirty-two perches.

Provisions as to Danbury Common.

(2) If and whenever the Company in exercise of the powers of this Act break open or otherwise disturb the surface of any part of the said common they shall as soon as practicable fill in the ground and restore the surface to the approval of the lord of the manor of Danbury or if his approval is unreasonably withheld to the satisfaction of two justices acting for the county of Essex.

13.—(1) 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.

- (a) The owner of and persons interested in any of the properties whereof the whole or part is described in the Second Schedule to this Act and whereof a portion only is required for the

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purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties";

- (b) If for twenty-one days after 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;
- (c) 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 whether the portion of the scheduled properties 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;
- (d) If the tribunal determine that the portion of the scheduled properties 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 so determined to be 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;
- (e) If the tribunal determine that the portion of the scheduled properties 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;

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(f) If the tribunal determine that the portion of the scheduled properties 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;

(g) If the tribunal determine that the portion of the scheduled properties 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.

(2) The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 and nothing 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.

(3) The provisions of this section shall be stated in or endorsed on every notice given thereunder to sell and convey any premises.

14. The powers of the Company for the compulsory purchase of lands and easements for the purposes of this Act shall cease on the thirty-first day of October nineteen hundred and thirty-one.

Period for
compulsory
purchase of
lands and
casements.

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Power to
enter upon
property for
survey and
valuation.

15. The Company and their surveyors officers contractors and workmen 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 and premises by this Act authorised to be taken and used as aforesaid or any of them for the purpose of surveying and valuing the said lands and premises 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 and premises.

Confirma-
tion of
purchase of
lands.

16.—(1) The purchase by the Company of the lands described in subsection (3) of this section and the expenditure of money on or in connection with the purchase thereof are hereby sanctioned and confirmed and the Company may by agreement purchase the outstanding interests (if any) in such lands not belonging to them at the passing of this Act.

(2) The said lands may be held and used by the Company for the purposes of the undertaking (in addition to any other lands which they are by the existing Acts and this Act authorised to hold for those purposes) and the Company may thereon execute any of the works mentioned in section 12 of the Waterworks Clauses Act 1847 (other than wells and works for taking and intercepting 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 of the said lands nor erect any buildings thereon except offices and dwellings for persons in their employ and such buildings and works as may be incidental to or in connection with the undertaking.

(3) The lands hereinbefore referred to are—

(a) the enclosures in the parish of Boxted in the rural district of Lexden and Winstree in the county of Essex numbered 74 75 76 77 77a 110 111 and 273 on the Ordnance map sheets N. XVIII—12 and N. XVIII—16;

(b) the enclosures in the parish of Langham in the said rural district and county numbered 1 2 3 4 5 6 7 8 9 10b 11 12 13 15 24 24a 25 26 27 27a 27b 28 28a 29 31 32 and 50 on the

said sheets and on sheet N. XIX—9 of the A.D. 1928.
 Ordnance map;

- (c) the enclosure in the parish of Stoke by Nayland in the rural district of Melford in the county of Suffolk numbered 303 on the Ordnance map sheet N. XVIII—12; and
- (d) the enclosure in the parish of Stratford St. Mary in the rural district of Samford in the county of Suffolk numbered 112 on the Ordnance map (scale $\frac{1}{2500}$) Suffolk East and West (2nd edition 1904) sheet LXXXVII—2;

and any subsoil of the river Stour or of any public roads abutting on the said lands so far as they belong to the Company.

17. Section 15 (Power to purchase additional lands by agreement) of the Act of 1921 shall have effect as if “fifty acres” were mentioned in the proviso to subsection (1) of that section instead of “twenty acres.” Additional lands.

18. The following sections of the Act of 1921 shall extend and apply to the powers and provisions of this Act as if those sections were re-enacted in this Act with any necessary modifications (that is to say):— Application of sections of Act of 1921 relating to lands.

- Section 9 (Power to acquire easements);
- Section 10 (Persons under disability may grant easements &c.);
- Section 12 (Extinction of private rights of way);
- Section 13 (Compensation in case of recently altered buildings);
- Section 14 (Costs of arbitration in certain cases):

Provided that the said section 13 shall have effect as if the words “first day of October nineteen hundred and twenty-seven” were substituted therein for the words “sixteenth day of November nineteen hundred and twenty.”

19.—(1) The Company may stop up—

- (a) the existing road which forms the northern boundary of the properties respectively numbered 110 in the parish of Boxted and 13 in the parish of Langham on the Ordnance map sheet N. XVIII—12; and

Stopping up and diversion of roads and foot-path.

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- (b) so much of the existing road in the said parish of Langham leading from Valley House to Alderton's Farm as is situate between Valley House and the eastern end of the new road authorised by this Act :

Provided that such stopping up shall not take place until the new road authorised by this Act has been constructed of a width of thirty feet between the fences and properly completed to the satisfaction of the rural district council of Lexden and Winstree and is open for public use or in case of difference between the Company and that council until two justices acting for and residing in the county of Essex shall have certified that the new road has been completed to their satisfaction and has been opened for public use. Provided also that before applying to the justices for their certificate the Company shall give to the said council fourteen days' notice of their intention to apply for it.

As from the completion of the said new road to the satisfaction of the said council or as from the date of the said certificate all rights of way over and along the said existing road and portion of existing road shall be extinguished and the said new road shall be maintained in repair by and at the expense of the said council :

Provided further that notwithstanding the stopping up authorised by this subsection the Postmaster-General may if he so desires (without derogation from any other right vested in him) remove from the said existing road or portion of existing road any telegraphic line of the Postmaster-General which is in under upon along over or across the same and the Company shall pay to the Postmaster-General the expenses incurred by him of and incidental to the removal of such telegraphic line and of any telegraphic line connected therewith which in consequence will be rendered useless and the substitution of a telegraphic line in such other place as the Postmaster-General may require "Telegraphic line" has the same meaning as in the Telegraph Act 1878.

(2) The Company may also stop up and extinguish all rights of way over all or any of the public footpaths situate on the lands (a) and (b) described in the section of this Act of which the marginal note is "Confirmation of purchase of lands" other than the footpath situate

on the enclosure numbered 50 in the parish of Langham A.D. 1928.
referred to in that section.

(3) The Company may alter and divert the public footpath leading from Herongate to Heron House as shown on the deposited plans relating to the reservoir (No. 3) authorised by this Act and (subject as hereinafter mentioned) may stop up and extinguish all rights of way over so much of the existing footpath as is shown on the deposited plans as intended to be stopped up. Provided that such stopping up shall not take place until the altered and diverted portion of footpath has been completed to the satisfaction of the parish councils of Ingrave and East Horndon and is open for public use or in the case of difference between the Company and those councils until two justices acting for and residing in the county of Essex shall have certified that the altered and diverted portion of footpath has been completed to their satisfaction and has been opened for public use. Before applying to the justices for their certificate the Company shall give to the said parish councils not less than fourteen days' notice of their intention to apply for it.

As from the completion of the altered and diverted portion of footpath to the satisfaction of the parish councils or as from the date of the said certificate all rights of way over and along the portion of the existing footpath which is shown on the deposited plans as intended to be stopped up shall be extinguished.

(4) The Company may subject to the provisions of the Waterworks Clauses Act 1847 with respect to mines appropriate and use for the purpose of the undertaking the sites of the portions of the said existing roads and existing footpaths stopped up under the provisions of this section.

20. The Company may with the consent of the local authority (which consent shall not be unreasonably withheld) during the execution and for the purposes of any work authorised by this Act stop up any street in the parishes urban districts or boroughs in which the works are situate and prevent all persons other than those bonâ fide proceeding to or returning from any house in the street from passing along and using the same for any reasonable time and the Company shall provide reasonable access for all persons so bonâ fide proceeding to or returning from any such house and at all times

Temporary
stoppage of
streets.

A.D. 1928. — during the execution of any such work shall maintain a proper and sufficient access both for vehicular and pedestrian traffic to the passenger and goods stations of any railway company near to which any such work is being executed. Any dispute between the Company and any local authority as to whether any consent of the local authority under this section has been unreasonably withheld shall be determined by the Minister of Transport.

Power to
hold lands
and exercise
powers for
protection
of waters.

21.—(1) For the purpose of protecting against pollution nuisance encroachment or injury any of their waterworks and any waters which they are authorised to take the Company may by agreement purchase take on lease and acquire any lands and may hold such lands and any other lands which the Company may have acquired for the purposes of the undertaking so long as they shall deem it necessary or expedient for those purposes.

(2) Provided that the Company shall not create or permit the creation or continuance of any nuisance on any lands acquired under this section nor shall they erect any buildings thereon except offices and dwellings for persons in their employment and such buildings and works as may be incident to or connected with the undertaking but the restrictions of this section as to the erection of buildings shall not apply in respect of lands leased or sold by the Company.

(3) The Company may in and upon the lands referred to in subsection (1) of this section construct and lay down drains sewers watercourses and other works and conveniences necessary or proper for the purpose of intercepting or taking all foul waters arising or flowing on such lands or necessary or proper for preventing the water which the Company are empowered to take from being polluted and the Company may for the purposes aforesaid carry any such drain sewer or watercourse under across and along any street or road traversing the said lands subject and according to the provisions of the Waterworks Clauses Act 1847 and this Act with respect to the breaking up of streets for the purpose of laying pipes.

(4) The Company may make and carry into effect agreements with the Stour Drainage Board the Stour Navigation Company or other the proprietors or undertakers under the Stour Navigation Acts and any local

authority and any owner lessee or occupier of any lands on or near the banks of the river Stour or its tributaries for the purposes of draining any such lands and of more effectually collecting conveying and preserving the purity of any waters which the Company are from time to time authorised to take.

A.D. 1928.

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22. Notwithstanding anything in this or any other Act or Acts to the contrary the Company may retain hold and use for such time and for such purpose as they may think fit or may sell lease exchange or otherwise dispose of in such manner and for such consideration and purpose and on such terms and conditions as they may think fit and either in consideration 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 this Act or the existing Acts and may sell exchange or dispose of any rents reserved on the sale lease exchange or disposition of such lands or interests therein 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 disposal
of lands.

23.—(1) If any person shall knowingly and wilfully discharge throw or put or cause or suffer to fall or flow into the river Stour between points situate respectively four hundred yards above and four hundred yards below the point of intake measured along the river any offensive matter (whether solid or fluid) or any earth mud ashes dirt soil or refuse of any description so as either singly or in combination with other similar acts of the same or any other person to interfere with the flow of the water or to pollute the water he shall for every such offence be liable on summary conviction to a penalty not exceeding five pounds Provided that the exercise by the Stour Navigation Company or other the proprietors or undertakers under the Stour Navigation Acts of any of their statutory powers or duties shall not be deemed to constitute an offence against this enactment and nothing in this section shall be deemed to limit or restrict the nature of the freights or the method of propulsion by means of which the same may be carried on the navigation of the said company or proprietors or undertakers or to prevent any bilge water from any barge boat or other vessel being

Prohibition
of throwing
offensive
matter &c.
into Stour.

A.D. 1928. discharged into the said navigation beyond a distance of four hundred yards above the point of intake. Provided also that where any offence against this section is committed from or out of any barge boat or other vessel the master or the person in charge of such barge boat or other vessel shall be liable to be proceeded against and punished under this section.

(2) The Company shall take all reasonable steps to acquaint the masters and persons in charge of barges boats and other vessels navigating the river Stour of the provisions of subsection (1) of this section.

Prevention
of pollution
of water.

24.—(1) For the prevention of the pollution of any waters which the Company are by this Act authorised to take and use or of any stream or watercourse through which any water may from time to time flow into any such waters the Company may with the consent in each case of the Minister of Health and of the county council and of the borough or district council in whose county or borough or district such pollution occurs or (subject to the provisions of this section) of one of such councils if the other refuse such consent and decline to do the work themselves enforce the provisions of the Rivers Pollution Prevention Acts 1876 and 1893 or of the Public Health Act 1875 and any Act amending those Acts or any of them with respect to any such waters streams and watercourses or in respect of any nuisance which may exist in proximity thereto and the Company with such consents as aforesaid shall have and may (if they think fit) from time to time exercise such or the like powers as may for the time being be exerciseable by such county council borough or district council (as the case may be) under any enactment for the prevention of the pollution of any such waters stream or watercourse or for the prevention or abatement of any such nuisance and the provisions of such enactment shall for the purpose aforesaid extend and apply *mutatis mutandis* to the Company :

Provided that as regards liquids and matters discharged into the river Stour or its tributaries at points within the administrative counties of East Suffolk or West Suffolk the provisions of the said Acts shall not be enforced by the Company except with the consent of the East Suffolk County Council or the West Suffolk County Council (as the case may be) unless the Minister of Health

shall dispense with such consent on an appeal by the Company under subsection (2) of this section. A.D. 1928.

(2) If the Company shall have obtained the consent of the said Minister to the enforcement by them of the said Acts and if the county council and the borough or district council in whose county or borough or district the pollution occurs refuse or neglect for the space of one month after being requested by the Company (by notice in writing under the hand of their secretary) either to enforce the provisions of the said Acts or to consent to the enforcement thereof by the Company or if any consent of the East Suffolk County Council or the West Suffolk County Council which may be required under the proviso to subsection (1) of this section is withheld the Company may appeal to the Minister who may dispense with the consent of the council whose consent has not been given and thereupon the Company may proceed to enforce the provisions of the said Acts.

(3) The Minister on giving any consent to the Company under subsection (1) of this section or on dispensing with any consent of any council under subsection (2) of this section may attach such terms and conditions as he may think fit and before giving or dispensing with any such consent may direct any inquiries into the matter thereof to be held by his inspectors which he may deem necessary and his inspectors shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by the said Minister under the Public Health Act 1875.

(4) Any expenses incurred by the said Minister in relation to any inquiry under this section (including the expenses of any witnesses summoned by the inspector holding the inquiry and a sum to be fixed by that Minister not exceeding five guineas a day for the services of the inspector) shall be paid by and be recoverable from the Company or the county council or the borough or district council or partly from the one and partly from the others or either of them as the Minister may determine.

(5) The powers conferred on the Company by this section shall be exercised subject to the following limitations:—

- (a) Sewage effluent from time to time discharged or permitted to flow into the river Stour or its tributaries at any point more than five miles

A.D. 1928.

measured along the said river or tributaries above the point of intake shall not be required to conform to a higher standard of purity than is possessed by an effluent one gallon of which does not in three hours at a temperature of eighty degrees Fahrenheit absorb more than one grain of oxygen from permanganate of potash;

(b) Where the discharge of polluted waters (other than trade waste) from any building farmyard manure pit cesspool or tank which is not connected with a sewer is at the passing of this Act permitted by a sanitary authority without objection from the county council in whose county the polluted waters are discharged but if continued is likely in the opinion of the Company to endanger the purity of the waters at the point of intake the cost of constructing any works which may be required by the Company under the powers of this section for preventing the pollution of the waters to be taken by the Company under this Act shall be borne by the Company;

(c) If in pursuance of any requirement by the Company any expense is reasonably incurred by any owner or occupier of lands in fencing off any watering place for horses or cattle on any river or stream and in providing or maintaining a convenient alternative watering place and supplying or keeping the same supplied with water suitable for the needs of horses and cattle in order to prevent the pollution or the risk of pollution of any waters which the Company are by this Act authorised to take or use or which find their way into such last-mentioned waters such expense shall be repaid to such owner or occupier by the Company and may be recovered by the owner or occupier from the Company summarily as a civil debt;

(d) Nothing in this section shall authorise the prohibition of the use of manures or fertilisers for the purpose of agricultural horticultural or market gardening operations so long as the manures or fertilisers are stored in a covered

building or at a greater distance than fifty yards from the nearest river stream or watercourse or are stacked for immediate use in any field at a greater distance than twenty-five yards from the nearest river stream or watercourse and whether stored or stacked are on lands not liable to flooding and so long as the use of such manures or fertilisers does not cause the pollution of the water in any river stream or watercourse to such an extent as to infringe the rights of the riparian owners and occupiers thereon. A.D. 1928.

25. The Company may enter into and carry into effect agreements with any local authority company body or person supplying water under parliamentary authority for the purchase of water in bulk by the Company for such price and on such terms and conditions and for such period as may be agreed and any water so purchased may be used by the Company for the purposes of their undertaking. Purchase of water in bulk.

26.—(1) Subject to the provisions of the section of this Act of which the marginal note is “Limiting supplies outside Essex” and subject also to subsection (3) of this section the Company may enter into and carry into effect agreements with any local authority company body or person for the supply of water beyond the limits of supply to any such authority company body or person respectively in bulk for any purpose and for such remuneration and on such terms and conditions and for such period as may be agreed upon. Supply of water in bulk by agreement.

(2) The Company shall subject to the provisions of subsection (3) hereof at any time on being required so to do by the Minister of Health afford to any local authority to whom the Company may be authorised to supply water a supply of water or a further supply of water in bulk on such terms and conditions as the Minister of Health may by order determine.

(3) The Company shall not supply or be required to supply water under this section except with the consent of any company or person supplying water under parliamentary authority within the area to be supplied and of the local authority of the district comprising that area nor if and so long as such supply would interfere

A.D. 1928. — with the supply of water within the limits of supply or with any supply which the Company are for the time being under obligation to give under the next succeeding section of this Act.

(4) Nothing in this section shall authorise the Company to lay any mains or other pipes or to interfere with any streets beyond the limits of supply.

Obligation
to supply
water in
bulk.

27.—(1) In this section the following expressions have the meanings hereinafter mentioned (that is to say):—

“the authorities” means the corporation of every borough and the council for every urban or rural district in the administrative county of Essex who are authorised to supply water;

“authority” means any one of the authorities;

“the first construction notice” and “the second construction notice” respectively mean the respective notices to be given by the Company to the Essex County Council and thereafter to be published under subsection (2) of this section;

“reservation notice” means a notice given by an authority under subsection (3) of this section requiring the Company to reserve water for them;

“reserved water” means with reference to each of the authorities the daily quantity of water to be reserved for such authority under subsections (3) and (4) of this section;

“daily quantity of water” means a quantity of water per twenty-four hours reckoned from midnight to midnight;

“year” means a calendar year ending on the thirty-first day of December.

(2) Not more than six months before commencing the construction of the first instalment works or the second instalment works the Company shall give to the Essex County Council notice in writing of the date when they anticipate that the first instalment works or the second instalment works (as the case may be) will be brought into use and within twenty-one days after the giving of either such notice the Company shall publish a copy of the notice once in each of two successive weeks

in the London Gazette and in a newspaper published and A D. 1928.
circulating in the county of Essex.

(3) Subject to the provisions of this section any of the authorities shall be entitled within six months after the date of the last publication under the immediately preceding subsection of either construction notice to serve on the Company notice in writing requiring the Company to reserve for them for use within their limits for the supply of water the daily quantity of water specified in the reservation notice Provided that—

(a) no reservation notice shall be effective unless the authority giving the notice obtain the assent thereto of the Minister of Health within nine months after the last-mentioned date and before giving his assent to any reservation notice the Minister shall take into consideration all the circumstances (including the possibility of the authority developing or utilising other sources of water supply) and any representations which may be made by the Company or any other authority as to such notice;

(b) if the Minister shall assent to any reservation notice in respect of any less quantity of water than that originally specified therein the notice shall be effective in respect of the less quantity only but in that case the authority by whom such reservation notice was served may withdraw it within three months after the decision of the Minister with respect thereto.

(4) (a) Subject to the proviso to subsection (13) of this section the Company shall not be obliged under this section to supply in bulk to all the authorities any greater aggregate daily quantity of water than seven hundred and fifty thousand gallons in respect of the first construction notice and one million five hundred thousand gallons in respect of the first and second construction notices combined and accordingly the maximum aggregate daily quantity of water which the Company may be obliged to supply under this section shall not exceed seven hundred and fifty thousand gallons between the date of the bringing into use of the first instalment works and the date of the bringing into use of the second

A.D. 1928. instalment works or one million five hundred thousand gallons after the last-mentioned date.

(b) If in the case of the first construction notice the aggregate of the daily quantities of water specified in the reservation notices to which the Minister shall have assented under subsection (3) hereof shall exceed seven hundred and fifty thousand gallons the daily quantity of water to be reserved for each of the authorities which have served such reservation notices shall be decided by the Minister but so that the aggregate of all the reserved water in respect of the first construction notice shall not exceed seven hundred and fifty thousand gallons.

(c) If in the case of the second construction notice the aggregate of the daily quantities of water specified in the reservation notices to which the Minister shall have assented in respect of that construction notice together with the aggregate of all the reserved water as determined under the foregoing provisions of this section in respect of the first construction notice shall exceed one million five hundred thousand gallons the daily quantity of water to be reserved for each of the authorities which have served such reservation notices in respect of the second construction notice shall be decided by the Minister but so that the aggregate of all the reserved water in respect of the first and second construction notices combined shall not exceed one million five hundred thousand gallons.

(5) The Minister shall inform the Company from time to time of any decision given by him under subsections (3) and (4) of this section and the Company shall within three months after receiving the decision of the Minister under paragraphs (b) and (c) of the said subsection (4) give notice in writing to each of the authorities which have served reservation notices stating the quantity of water to be reserved for them respectively.

(6) (a) As from the date when the first instalment works or the second instalment works are brought into use the Company shall supply to each authority for which a quantity of water has been reserved under this section such daily quantity of water as the authority may from time to time require but not exceeding the reserved water to which the authority is for the time

being entitled and the authority shall make to the Com- A.D. 1928.
pany the payments hereinafter prescribed. —

(b) The Company shall not incur any liability in respect of a failure to supply water under this section if the failure is due to frost unusual drought or other unavoidable cause or accident but in any such case the quantities of water to be supplied to the several authorities under this section and to be delivered into the reservoir (No. 3) by this Act authorised from the river Stour shall be reduced in proportion to the respective quantities so supplied and delivered during the corresponding quarter of the preceding year.

(7) Each authority for which a quantity of water is reserved under this section shall pay to the Company each year—

- (i) a sum equal to the number of thousand gallons in the authority's reserved water multiplied by the capital charges component for the year; and
- (ii) a further sum equal to the number of thousand gallons in the total quantity of water supplied to the authority during the year multiplied by the working charges component for the year.

(8) (a) For the purposes of subsection (7) of this section the capital charges component for any year shall be deemed to be—

- (i) during the period between the date when the first instalment works are brought into use and the date when the second instalment works are brought into use the total capital charges (as defined in paragraph (b) of this subsection) for the year attributable to the first instalment works divided by six thousand; and
- (ii) after the last-mentioned date the total capital charges (as defined in paragraph (c) of this subsection) for the year attributable to the Stour supply works divided by twelve thousand.

(b) The total capital charges for any year attributable to the first instalment works shall be deemed to be a sum equivalent to one year's interest at the rate per centum for such year ascertained under paragraph (d)

A.D. 1928. of this subsection on the total of the following items
viz. :—

- (i) all sums expended by the Company on capital account up to the end of the preceding year in the purchase of lands and easements for and in or in connection with the construction of the first instalment works;
- (ii) all sums paid on capital account up to the end of the preceding year as compensation to owners of lands mills and other works and property attributable to the first instalment works and the appropriation of water from the river Stour and in the purchase of lands for the protection of such water;
- (iii) all other items of capital expenditure incurred prior to the bringing into use of the first instalment works and attributable to those works;
- (iv) a sum equivalent to interest with annual rests at the rate of six per centum per annum on all sums included in the preceding sub-paragraphs (i) (ii) and (iii) from the respective dates of payment of such sums until the date when the first instalment works are brought into use;
- (v) three-fourths of the costs charges and expenses referred to in the final section of this Act; and
- (vi) all other items of capital expenditure attributable to the first instalment works and incurred before the end of the said preceding year but after the date when those works shall have been brought into use.

(c) The total capital charges for any year attributable to the Stour supply works shall be deemed to be a sum equivalent to one year's interest at the rate per centum for such year ascertained under paragraph (d) of this subsection on the total of the following items :—

- (i) all sums included in paragraph (b) of this subsection;
- (ii) all sums expended by the Company on capital account up to the end of the preceding year in the purchase of lands and easements for and in or in connection with the construction of the second instalment works;

- (iii) all sums paid on capital account up to the end of the preceding year (in addition to the sums included in sub-paragraph (ii) of paragraph (b) of this subsection) as compensation to owners of lands mills and other works and property and property attributable to the Stour supply works and the appropriation of water from the river Stour and in the purchase of lands for the protection of such water; A.D. 1928.
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- (iv) all other items of capital expenditure incurred prior to the bringing into use of the second instalment works and attributable to those works;
- (v) a sum equivalent to interest with annual rests at the rate of six per centum per annum on all sums included in the preceding sub-paragraphs (ii) (iii) and (iv) from the respective dates of payment of such sums until the date when the second instalment works are brought into use; and
- (vi) all other items of capital expenditure attributable to the Stour supply works and incurred before the end of the said preceding year.

(d) The rate per centum at which interest shall be calculated for the purposes of paragraphs (b) and (c) of this subsection in respect of any year shall be ascertained as follows :—

The total sum payable as dividends and interest for one year at the maximum authorised rates on all ordinary stock and preference stock and at the fixed rate on all debenture stock and mortgages issued or granted by the Company between the passing of this Act and the commencement of the year in respect of which such rate per centum is required to be ascertained and for the time being unredeemed shall be multiplied by one hundred and divided by the total sum of cash actually raised by the Company by the issue of such ordinary preference and debenture stock and grant of such mortgages after deducting the expenses of such issue or grant and taking into account all premiums or discounts received or allowed on such issue or grant.

A.D. 1928.

(9) (a) For the purposes of subsection (7) of this section the working charges component for any year shall be deemed to be—

(1) during the period between the date when the first instalment works are brought into use and the date when the second instalment works are brought into use the total revenue expenditure on the first instalment works in respect of that year (exclusive of capital charges as hereinbefore defined); and

(2) after the last-mentioned date the total revenue expenditure on the Stour supply works in respect of that year (exclusive of capital charges as hereinbefore defined);

divided in each case by the number of one thousand gallons in the total of the following quantities of water:—

(i) the aggregate quantity supplied during the year under this section to the several authorities which have served reservation notices;

(ii) the quantity of water (if any) supplied during the year from aqueducts Nos. 4 5 6 and 7 authorised by this Act otherwise than to the several authorities which have served reservation notices; and

(iii) the quantity of water delivered during the year into the said reservoir (No. 3) from the river Stour.

(b) In this subsection revenue expenditure on the first instalment works and on the Stour supply works respectively means with respect to any year so much of the expenditure by the Company in respect of that year on revenue account (exclusive of head office establishment charges but inclusive of rates taxes and insurance costs of maintenance and repair and renewals (not charged to capital) and pumping and all other expenditure properly attributable to revenue account) so far as such expenditure is incurred on or in connection with or is ancillary to the first instalment works or the Stour supply works (as the case may require) and the obtaining of water from the river Stour and the delivery of such water into the said reservoir (No. 3) and the supply of such water to the authorities under the provisions of this section and to any

other authority company body or person from the said aqueducts Nos. 4 5 6 and 7 under the powers of this Act. A.D. 1928.
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(10) (a) As soon as practicable after the thirty-first day of March the thirtieth day of June the thirtieth day of September and the thirty-first day of December in each year the Company shall prepare and send to each authority for which water is reserved an account showing the amount due from the authority under subsection (7) of this section in respect of the preceding three months and such accounts shall as regards any payment to be made under paragraph (ii) of that subsection be based in the first instance on the working charges component for the previous year or during the first year in which water is supplied under this section and the first year after the completion and bringing into use of the second instalment works on estimates prepared by the Company.

(b) Each authority to which an account is so sent shall pay to the Company the amount due from them in respect of the three months to which the account relates within the period of fourteen days from the receipt of the account which amount shall be deemed to be a debt due from the authority to the Company and if unpaid within the said period shall bear interest at the rate of six per centum per annum from the expiration of that period until payment.

(c) As soon as practicable after the end of each year final accounts in respect of that year shall be prepared by the Company and delivered to each authority for which water is reserved showing (i) the actual amount payable by the authority under this section in respect of the year and (ii) the balance due from or to the authority which balance shall be deemed to be a debt due by the authority to the Company or by the Company to the authority (as the case may require) and if unpaid within the period of fourteen days from the receipt of the final account shall bear interest at the rate of six per centum per annum from the expiration of the said period until payment.

(11) The point at which water shall be supplied to an authority under this section shall be such point on the aqueducts Nos. 4 5 or 7 authorised by this Act as shall be reasonably determined by the Company and any line of pipes required for enabling the authority to take a

A.D. 1928. — supply of water at that point shall be laid by the authority under any powers possessed by them but all works for connecting the pipes of the authority with the aqueduct of the Company shall be executed by the Company and the cost of so doing shall be repaid by the authority to the Company.

(12) For the maintenance testing cleaning altering extending or repairing of their waterworks the Company may after giving (except in emergency) not less than fourteen days' notice to any authority affected temporarily discontinue the supply of water to any authority for such a period or periods as may be reasonably requisite. Provided that the Company shall if and so far as is reasonably practicable make good to each authority to which the supply of water shall have been temporarily discontinued under the provisions of this subsection the aggregate quantity of water of which that authority were deprived by such discontinuance and such making good shall be effected at such times and in such manner as may be agreed between the Company and that authority or failing agreement determined by arbitration in manner hereinafter in this section provided.

(13) A supply of water under this section to any authority shall be given and received in a regular and continuous flow or manner and at an even rate (subject to any adjustment which may be necessary in order to give effect to the proviso to the immediately preceding subsection of this section) and the works of such authority shall be so constructed and maintained that the water shall at all times be capable of flowing from the aqueduct of the Company to such works at the pressure of water in the said aqueduct at the point where it is connected with the works of the authority and so as not to interfere with the free and unrestricted flow of water in that aqueduct. Provided that any variation in the flow manner or rate of the supply due to variations in the demand of consumers of the authority shall not prevent the supply being deemed to be given and received in a regular and continuous flow or manner and at an even rate for the purposes of this subsection but the quantity of water taken by such authority in any week shall not exceed seven times the reserved quantity.

(14) (a) The water supplied to an authority under this section shall be measured by a meter to be placed

at a point on the pipes of the authority as near as practicable to the point at which the water is delivered to them. A.D. 1928.
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(b) The meter shall be provided and fixed by the Company in a building or chamber to be erected by them on a site to be acquired by and at the expense of the authority.

(c) The building or chamber shall be under the sole control of the Company and be maintained by them and the authority shall at all times afford to the Company over any lands or property of the authority such facilities as the Company may require for that purpose.

(d) The meter shall also be under the sole control of the Company and be maintained by them but the authority shall at all reasonable times be at liberty by themselves or their engineer or surveyor to inspect the meter (on giving to the official of the Company having charge of the meter sufficient notice to enable him to have it opened for inspection) and to require its accuracy to be tested.

(e) The authority shall repay to the Company on demand all costs incurred by the Company in erecting the said building or chamber and in providing and fixing the meter and of and incident to any testing of the meter.

(f) The authority shall also pay to the Company the reasonable costs incurred by the Company in maintaining and repairing the said building and chamber and in maintaining and keeping in proper condition and working order the said meter and subsidiary apparatus. All payments under this paragraph shall be made quarterly on or before the same dates as the payments under subsection (10) of this section are required to be made.

(15) The water delivered by the Company into the said reservoir (No. 3) shall be measured by a meter to be placed and maintained by the Company at a point on aqueduct (No. 7) authorised by this Act as near as practicable to the inlet into the said reservoir (No. 3). The said meter shall be open to inspection at all reasonable times by any person duly authorised by any authority for whom water is reserved under this section.

(16) (a) The register of any meter provided under this section shall be *prima facie* evidence of the quantity of water supplied by the Company or delivered into the said reservoir (No. 3).

A.D. 1928.
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(b) If any such meter at any time registers incorrectly the Company on becoming aware thereof shall within a reasonable time repair or replace it with a correct meter. If the meter is removed for any reason the Company shall refix or replace it within a reasonable time.

(17) Nothing in this section shall be deemed to empower any authority to construct waterworks or to supply water within the limits of supply of any other body or any person empowered by Act of Parliament or by Order having the force of an Act to supply water but this subsection shall not be deemed to deprive any authority of any power which they may possess under the Public Health Act 1875 or otherwise of carrying water mains within or without their borough or district.

(18) Any dispute under this section between the Company and any authority other than on a matter of design or mode of construction shall be referred to an arbitrator who (failing agreement) shall be appointed on the application of any of the parties to the dispute (after notice to the other or others of them) by the Minister of Health and the Arbitration Act 1889 shall apply to the reference.

Intercom-
munication
and agree-
ments with
Southend
Company.

28.—(1) The Company may at any time and from time to time supply water in bulk to the Southend Company through the aqueduct (No. 6) authorised by this Act and the Southend Company may at any time and from time to time supply water in bulk to the Company from their Langford pumping station through the said aqueduct and any such supply may notwithstanding anything in any Act relating to the Company or the Southend Company be of such daily or other quantity and given during such period and at such price and on such other terms and conditions as the Company and the Southend Company may from time to time agree. Provided that—

- (i) the Company shall not supply water to the Southend Company under this Act except temporarily to meet a need of the Southend Company arising through emergency nor if and so long as such supply would prevent the Company from giving a full and efficient supply of water within the limits of supply or to authorities

entitled to a supply of water from the Company under the immediately preceding section of this Act; and

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- (ii) the Southend Company shall not supply water to the Company under this section if and so long as such supply would prevent the Southend Company from giving a full and efficient supply of water within their limits of supply or to any authorities requiring a supply of water from the Southend Company under sections 45 46 47 and 48 of the Southend Waterworks Act 1924.

(2) The Company and the Southend Company may enter into and carry into effect agreements with reference to the construction and maintenance of the said aqueduct (No. 6) and the supply of water through that aqueduct and for the payment by the Southend Company to the Company of such portion (not exceeding one-half) of the costs and expenses incurred by the Company in and in connection with the construction and maintenance of the said aqueduct as may be agreed between them.

29. Except supplies which may be given to the Southend Company temporarily to meet a need arising through emergency under the provisions of section 28 (Intercommunication and agreements with Southend Company) of this Act the Company shall not supply water outside or for use outside the administrative county of Essex without the consent in writing of the Essex County Council.

Limiting
supplies
outside
Essex.

30.—(1) The Company on the one hand and the Stour Navigation Company the Stour Drainage Board and any landowner or other person interested in the river Stour or its tributaries on the other hand may from time to time enter into and carry into effect within such powers as they may respectively possess contracts agreements and arrangements for and with respect to the construction and maintenance of the intake and other works in or affecting the river Stour by this Act authorised and the gauging of the flow of water in that river and the exercise and the carrying into effect of any other provisions of this Act affecting the river.

Agreements
with Stour
Drainage
Board and
others.

(2) The Company on the one hand and the Stour Navigation Company or other the proprietors or undertakers under the Stour Navigation Acts on the other hand

A.D. 1928: — may enter into and carry into effect contracts agreements and arrangements for and with respect to the improvement of the river Stour navigation and the execution of any works by the Stour Navigation Company for that purpose including the reconstruction or repair and maintenance of the locks on the navigation at Stratford St. Mary Brantham Dedham and Flatford and the weirs and works connected with those respective locks and the payment by the Company of all or any part of the costs of carrying out such improvements or executing such works.

Confirming
agreement
with Stour
Navigation
Company.

31. The agreement made the twenty-eighth day of February nineteen hundred and twenty-eight between the Company and the Stour Navigation Company of which a copy is set forth in the Third Schedule to this Act is hereby sanctioned and confirmed and due effect shall be given thereto accordingly.

As to Stour
Navigation
Acts.

32. Nothing in this Act or in the agreement set forth in the Third Schedule to this Act shall be deemed to imply that the Stour Navigation Company are or are not invested with and subject to any powers rights duties and obligations under the Stour Navigation Acts.

LIMITS OF SUPPLY.

Extension
of limits
of supply.

33. The limits within which the Company may supply water and exercise the powers conferred on them by the existing Acts and this Act shall extend to and include (in addition to the existing limits) the parishes of East Horndon West Horndon Childerditch and Ingrave in the rural district of Billericay in the county of Essex and within the said parishes the Company (subject to the provisions of this Act) shall have and may exercise all and the like powers privileges and authorities for and in relation to the supply of water and be subject to all and the like duties and obligations in respect thereof as they have and are subject to within the existing limits.

PROTECTIVE PROVISIONS.

For pro-
tection of
road autho-
rities.

34. For the protection of the Essex County Council the East Suffolk County Council the West Suffolk County Council and the council of every borough or urban or rural district in which is situate any highway or bridge which may be broken up or otherwise interfered with under the

powers of this Act section 49 (For protection of road authorities) of the Act of 1921 shall extend and apply to the powers conferred and the works authorised by this Act as though the said section were re-enacted in this Act with any necessary alterations and as though the expression "the road authority" in that section included the said three county councils and the council of every such borough or urban or rural district as aforesaid. A.D. 1928.

35. Notwithstanding anything in this Act or shown on the deposited plans the following provisions for the protection of the respective local authorities of every borough or urban or rural district in which any of the new works will be constructed (each of which authorities is in this section referred to as "the council") shall unless otherwise agreed in writing between the Company and the council apply and have effect (that is to say):— For protection of certain local authorities.

- (1) Not less than fourteen days before commencing the execution of any of the works authorised by this Act under or over or within a distance of five yards from any water main pipe or apparatus connected therewith or any sewer drain or other work belonging to the council or over under or across any watercourse under the jurisdiction of the council (all of which are in this section together referred to as "the works of the council") the Company shall furnish to the council plans sections and particulars of such work. Provided that the council shall within twenty-one days of the receipt by them of notice in writing from the Company of the intention to commence works within the district of the council have informed the secretary to the Company of the existence of any such underground water mains pipes sewers drains or apparatus:
- (2) If and so far as the execution of any such work as aforesaid by the Company involves any alteration of or otherwise affects any works of the council such work shall only be carried out in accordance with the said plans sections and particulars as reasonably approved by the council or their engineer. Provided that if the council fail for a period of fourteen days after the submission to them of the said plans sections

A.D. 1928.

and particulars to express in writing their disapproval thereof or their requirements in relation thereto they shall be deemed to have approved thereof and that if within the said period of fourteen days the council in writing express their disapproval of the said plans sections and particulars or make any requirements in relation thereto with which the Company are unable or unwilling to comply a difference shall be deemed to have arisen between them with respect to the said plans sections and particulars :

- (3) If the council shall incur any additional expense in the maintenance of or if any damage or injury shall result to any works of the council by reason of the execution of any of the works authorised by this Act the Company shall repay to the council the amount of such additional expense and the cost of repairing reinstating and making good such damage and injury :
- (4) If any interruption in the supply of water by or in the flow of sewage or drainage through any of the works of the council shall be in any way occasioned by the failure of any of the works authorised by this Act or by the act or default of the Company or any of their contractors agents workmen or servants or any person in the employ of them or any of them the Company shall make good to the council any loss damage or reasonable expense which may be incurred or suffered by the council by reason of such interruption and shall indemnify the council from any claim or demand in respect thereof :
- (5) The works authorised by this Act shall be executed so as not to prevent or so far as practicable render less convenient the access by the council to any works of the council for the purpose of repair alteration or removal thereof :
- (6) The council may at any time enlarge improve reconstruct or alter the course of any works of the council or lay new or additional works under or over the works of the Company in the same manner as they might have so done if this

Act had not been passed but the same shall be carried out to the reasonable satisfaction and under the superintendence (if given) of the engineer of the Company who shall be given by the council fourteen days' notice of any such proposed works : A.D. 1928.
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- (7) The Company shall not without the consent in writing of the council erect any telephone or telegraph posts in or adjacent to any road or footpath under the jurisdiction of the council or without such consent place any wires or conductors over or across any such road or footpath Provided that such consent shall not be unreasonably withheld :
- (8) Any difference which shall arise between the Company and the council under this section shall be referred to and determined by arbitration.

36. Notwithstanding anything in this Act or shown on the deposited plans and sections the following provisions for the protection and benefit of the council of the borough of Sudbury (in this section referred to as "the town council" which expression includes the mayor aldermen and burgesses of the borough of Sudbury and other the owner or owners for the time being of the existing sewage disposal works of the town council and any enlargement of those works) shall unless otherwise agreed in writing between the Company and the town council apply and have effect (that is to say) :— For protection of Sudbury Corporation.

- (1) In this section—

"the prescribed standard of purity" means a standard of purity not less than that possessed by an effluent one gallon of which does not in three hours at a temperature of eighty degrees Fahrenheit absorb more than one grain of oxygen from permanganate of potash ;

"six times the dry weather flow" means six times the dry weather flow of the sewage and drainage which for the time being pass or flow directly or indirectly into the existing collecting tank or any substituted or enlarged tank at the sewage disposal works of the town council :

A.D. 1928.
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- (2) Sewage effluent from time to time discharged or permitted to flow into the river Stour or its tributaries at any point within the borough shall not be required to conform to a higher standard of purity than is defined as "the prescribed standard of purity" in subsection (1) hereof:
- (3) Where the discharge of polluted waters (other than trade waste) from any building farmyard manure pit cesspool or tank which is not connected with the sewerage system of the town council is at the passing of this Act permitted by the town council without objection from the Suffolk County Council but if continued is likely in the opinion of the Company to endanger the purity of the waters at the point of intake by this Act authorised the cost of constructing any works which may be required to be laid down under the powers of this section shall be borne by the Company:
- (4) If and when the effluent passing from the sewage disposal works or otherwise discharged by the town council into the river Stour or its tributaries exceeds six times the dry weather flow and such effluent is discharged by the town council or allowed to flow into the river Stour or its tributaries without complying with the prescribed standard of purity no action shall be taken by the Company directly or indirectly against the town council in respect of such discharge or flow:
- (5) No action or proceeding shall be taken by or at the instance of the Company against the town council in respect of the discharge of surface water from roads or surface drainage flowing into the river Stour or its tributaries:
- (6) No sewer or storm overflow of the town council shall discharge into the said river or its tributaries except when the flow in the sewers leading to the town council's sewage disposal works exceeds six times the dry weather flow:
- (7) Any difference which shall arise between the Company and the town council under the provisions of this section or as to anything to be

done or not to be done thereunder shall be referred to and determined by a single arbitrator to be appointed by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

A.D. 1928.
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37. Notwithstanding anything in this Act or shown on the deposited plans and sections the following provisions for the protection of the rural district council of Lexden and Winstree (in this section referred to as “the council”) shall have effect unless otherwise agreed between the Company and the council (that is to say):—

For further
protection
of Lexden
and Wins-
tree Rural
District
Council.

- (1) The Company shall not enter upon take or use for the purposes of the works authorised by this Act the enclosure on the deposited plans numbered 26 in the parish of Boxted:
- (2) The Company shall not construct any works for taking or intercepting water from the lands in the parish of Inworth in the enclosures numbered 128 and 129 on the Ordnance map sheet No. XLVI.—6:
- (3) Before commencing such haulage of materials and things for the execution of the works by this Act authorised as would amount to extraordinary traffic or traffic of excessive weight on or over any roads repairable by the council the Company shall give notice in writing to the surveyor for the time being of the council of the route along which such haulage is to take place and so far as may be reasonably practicable shall comply with his directions in respect thereof and will if so required by the council during the period of such haulage take over maintain and repair the said roads (or such portion thereof as the council may require) including the supports and retaining walls thereof at the expense of the Company but to the reasonable satisfaction and under the superintendence of the said surveyor and after such haulage is completed shall hand over the said roads to the council in as good a condition as they were in before such haulage was commenced:
- (4) In respect of any portion of the said roads which the council do not require the Company to

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take over maintain and repair the Company shall on demand pay to the council the reasonable costs which the council may incur in the maintenance repair and reinstatement to its former condition of so much of any road including the supports and retaining walls thereof as may be injured or damaged by traction engines or other vehicular traffic of an extraordinary nature or of excessive weight or by reason of the traffic being concentrated thereon during the construction alteration or repair of the works by this Act authorised :

- (5) If any difference arises under the provisions of this section between the council and the Company the same shall be referred to and determined by arbitration.

For protection of local authorities in Stour catchment area.

38. If the local authority for any borough or urban or rural district wholly or partly situated in the catchment area of the river Stour shall apply to Parliament or to any Government department for authority to abstract water from the river Stour or any of its tributaries above the Mill weir at Stratford St. Mary for the purpose of providing a supply of water for the inhabitants of that catchment area for domestic purposes the Company shall not oppose the application except in so far as they may deem it necessary to do so in order to secure the insertion therein of provisions for the protection against injury of the Stour supply works or other works lands or property of the Company.

For protection of Southend Waterworks Company.

39.—(1) Whenever the Company in exercise of the powers of this Act require to execute any work over under or within three feet of any main pipe or apparatus belonging to the Southend Company the Company shall (unless otherwise agreed) give to the Southend Company not less than twenty-four hours' notice before commencing to execute any such work except in emergency and then as soon as possible after the beginning of the work or the necessity for the same shall have arisen and the Southend Company shall be entitled by their officer to superintend the work and the Company shall conform with such reasonable requirements as may be made by the Southend Company or their officer for protecting from injury every such main pipe or apparatus and for securing access

thereto and shall also if required so to do by the Southend Company repair any damage that may be done thereto. A.D. 1928.

(2) The Southend Company shall at the request of the Company grant on reasonable terms to the Company such right and easement as the Company may reasonably require to enable them to construct maintain alter renew and inspect so much of aqueduct (No. 6) authorised by this Act on the lands of the Southend Company numbered on the deposited plans 3 in the parish of Langford but save as aforesaid the Company shall not enter upon take or use any lands of the Southend Company or any right or interest therein.

(3) Any difference which may arise between the Company and the Southend Company under this section shall be referred to an engineer to be appointed failing agreement on the application of either party (after notice to the other) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

40.—(1) Whenever the Company in exercise of the powers of this Act require to execute any work over under or within three feet of any main pipe or apparatus belonging to the Colchester Gas Company or the Grays and Tilbury Gas Company (each of whom is in this section referred to as “the gas undertakers”) or whenever the gas undertakers in the exercise of their statutory powers require to execute any work over under or within three feet of any main pipe or apparatus of the Company the Company or the gas undertakers as the case may be (in this section referred to as “the operators”) shall unless otherwise agreed between them give to the gas undertakers or the Company as the case may be (in this section referred to as “the owners”) not less than twenty-four hours’ notice before commencing to execute any such work as aforesaid except in cases of emergency and then as soon as is possible after the beginning of the work or the necessity for the same shall have arisen and the owners shall be entitled by their officer to superintend the work and the operators shall conform with such reasonable requirements as may be made by the owners or such officer for protecting from injury every such main pipe or apparatus and for securing access thereto and shall also if required so to do by the owners repair any damage that may be done thereto.

As to laying of pipes by Colchester Gas Company Grays and Tilbury Gas Company and Company.

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(2) Where the operators find it necessary to undermine any such main pipe or apparatus they shall temporarily support it in position during the execution of their works and before completion provide a suitable and proper foundation for the same where so undermined.

(3) If the operators make default in complying with any of the requirements of this section they shall make full compensation to the owners for any loss damage penalty or costs which they may incur by reason thereof.

(4) Any difference which may arise between the Company and the gas undertakers under this section shall be referred to arbitration.

For protection of
London and North
Eastern
Railway
Company.

41. The following provisions for the protection of the London and North Eastern Railway Company (in this section referred to as "the railway company") shall unless otherwise agreed in writing between the Company and the railway company apply and have effect (that is to say):—

(1) Notwithstanding anything in this Act the Company shall not without the consent of the railway company previously obtained purchase or acquire any of the lands or property of the railway company but the Company may acquire and the railway company shall grant an easement or right of constructing and maintaining the aqueducts Nos. 4 5 and 7 by this Act authorised (which aqueducts and the works connected therewith are hereinafter referred to as "the authorised works") under the railways works and property of the railway company subject to and in accordance with the provisions of this section :

(2) The Company shall pay to the railway company for any such easement or right as aforesaid such consideration as may be agreed upon or in the event of difference as may be settled in manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement :

(3) The construction maintenance repair and renewal of the authorised works through or under any railway or other property of the railway company shall be constructed and maintained in accord-

ance with plans sections and specifications previously submitted to and reasonably approved by the engineer of the railway company and under his direction and superintendence (if given) and where the authorised works pass under the railway the same shall be placed in a culvert of sufficient dimensions to permit the same being relaid or repaired without interference with the railway and so that the top of such culvert shall in no case be nearer the bottom of the rails of the railway than two feet six inches :

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- Provided that if the said engineer shall not approve or disapprove any plans sections or specifications so submitted to him within twenty-one days after such submission he shall be deemed to have approved thereof :
- (4) The Company shall with all dispatch restore and make good to the reasonable satisfaction of the said engineer the railways and other property of the railway company so far as disturbed or interfered with by or in connection with the authorised works :
- (5) If the railway company so elect they may themselves execute and maintain so much of the authorised works (other than the actual laying down and maintenance of the pipes) as will be situate on the property of the railway company and may recover from the Company the reasonable expenses incurred by the railway company in connection therewith :
- (6) The authorised works shall be constructed and maintained so as not to cause any injury or damage to the railways or other property of the railway company or any interruption to the passage or conduct of traffic over such railways or at any station thereon and if any such injury damage or interruption arises from the acts or operations of the Company or from the bursting leakage or failure of the authorised works all such injury or damage shall forthwith be made good by the railway company at the reasonable expense of the Company and the Company shall

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indemnify the railway company from all claims for or arising out of any such injury damage or interruption :

- (7) If the Company fail to maintain the authorised works in substantial repair and good order to the reasonable satisfaction in all respects of the said engineer or in case of emergency the railway company may make good the same and make and do in and upon the lands of the Company or their own lands all such repairs and things as may be reasonably requisite and recover from the Company the reasonable expenses incurred by them in connection therewith :
- (8) If by reason of the construction or maintenance of the authorised works it shall become necessary to reconstruct alter strengthen underpin or in anywise interfere with the structure of any bridge embankment or other work of the railway company such reconstruction alteration strengthening or underpinning shall be carried out by the railway company at such times and in such manner as they may think expedient or necessary and the reasonable cost thereof shall be borne and paid by the Company :
- (9) If by reason of the authorised works it shall become necessary to alter any of the telegraph telephone or signal posts or wires or other works or apparatus belonging to or on the railways of the railway company the railway company may effect such alterations and the Company shall repay to them the reasonable expenses incurred by them in connection with such alterations :
- (10) The Company shall bear and on demand pay to the railway company the reasonable expense incurred by the railway company of and in connection with the superintendence by the said engineer of the authorised works and of and in connection with the employment by the railway company during the carrying out of any works of construction and maintenance repair or renewal of the authorised works under or across the railways of the railway company of a sufficient number of inspectors watchmen

and signalmen to be appointed by the railway company for watching and protecting the railways of the railway company and the conduct of the traffic thereon with reference to and during the carrying out of any such works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employ of the Company or their contractors : A.D. 1928.

- (11) If at any time it shall be found necessary in order to enable the railway company in the exercise of their existing powers to carry out any alterations widenings or extensions of their railways or works or to adapt their railways for working by electrical power that the position of the authorised works shall be altered the Company shall on receiving notice in writing from the railway company so to do at the Company's own cost and with all dispatch alter the position of the same so far as may be necessary to enable the railway company to carry out such alterations widenings extensions or adaptation and the provisions of this section shall apply to the authorised works in their altered position :
- (12) Any additional expense which the railway company may reasonably and properly incur in connection with their railways or other works by reason of the existence of the authorised works shall be paid by the Company :
- (13) If any difference shall arise between the Company and the railway company under the preceding subsections (except subsection (2) hereof) the same shall be determined by arbitration :
- (14) Section 46 (For protection of Great Eastern Railway Company) of the Act of 1921 shall extend and apply to the powers conferred and the works authorised by the section of this Act of which the marginal note is " Extension of limits of supply " and to the Company in relation thereto as though the said section were re-enacted in this Act with any necessary alterations

A.D. 1928.
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and as though the expression “ the Great Eastern Company ” in the said section meant the London and North Eastern Railway Company.

For pro-
tection of
London
Midland and
Scottish
Railway
Company.

42. Section 47 (For protection of Midland Railway Company) of the Act of 1921 shall extend and apply to the powers conferred and the works authorised by this Act and to the Company in relation thereto as though the said section were re-enacted in this Act with any necessary alterations and as though the expression “ the Midland Company ” meant the London Midland and Scottish Railway Company.

For pro-
tection of
Rainham
Commis-
sioners.

43. For the protection of the commissioners of sewers for the levels of Rainham Wennington West Thurrock and Aveley Chadwell Little Thurrock and Grays East Tilbury West Tilbury and Childerditch in the county of Essex (in this section referred to as “ the commissioners ”) the following provisions shall unless otherwise agreed in writing between the commissioners and the Company have effect (that is to say) :—

- (1) Not less than one month before commencing the execution of any works under the powers of this Act which may affect any sewer watercourse drain river walling banks or defences belonging to or under the jurisdiction of the commissioners the Company shall submit to the commissioners particulars together with plans sections and drawings showing all details of any such works which the Company propose to carry out and no such works shall be carried out otherwise than in accordance with particulars plans sections and drawings approved by the commissioners or settled by arbitration as hereinafter provided :
- (2) If within one month after the receipt of such particulars plans sections and drawings the commissioners shall not have intimated to the Company their disapproval thereof or their requirements with respect to any such works they shall be deemed to have approved such particulars plans sections and drawings and such works may be carried out in accordance therewith :
- (3) The Company shall not under the powers of this Act execute any works so as to obstruct or

impede the flow of water in or to affect in any way the channel of the Mardyke Common sewer of the commissioners and shall execute and do all such works and things as the commissioners may reasonably require for preventing any injury to the said sewer or the banks or channel thereof : A.D. 1928.

- (4) If any difference shall arise between the commissioners and the Company under the provisions of this section such difference shall be referred to and determined by arbitration.

44. For the protection of Lieutenant-Colonel Kenneth Smale Laurie or other the owner or owners for the time being of the lands numbered on the deposited plans 24 25 27 28 and 29 in the parish of East Horndon (all of whom are in this section included in the expression "the owner") the following provisions shall notwithstanding anything in this Act or shown on the deposited plans and unless otherwise agreed in writing between the owner and the Company apply and have effect (that is to say) :— For protection of Lieutenant-Colonel Kenneth Smale Laurie.

- (1) With respect to any lands belonging to the owner which the Company are by this Act authorised to enter upon take and use for the purpose of any aqueducts conduits channels or pipes by this Act authorised the Company shall not except by agreement purchase and take the same but the Company may acquire and the owner shall if so required by the Company sell and grant to the Company such easements or rights in such lands as shall be necessary for the purpose of constructing laying down and maintaining such aqueducts conduits channels or pipes the Company paying compensation for such easements or rights to the owner such compensation failing agreement to be settled in manner provided by the Lands Clauses Acts with respect to the acquisition of lands otherwise than by agreement and the easements or rights so to be acquired shall be deemed to be lands for all the purposes of those Acts :
- (2) The works numbered (15) and (16) being the waste water channel or conduit (No. 1) and the aqueduct (No. 8) respectively so far as they may

A.D. 1928.

pass through the lands of the owner shall be made and maintained not further eastwards than the centre line of each such respective work as shown upon the deposited plans and the powers of lateral deviation granted by this Act shall be modified accordingly :

- (3) The said works so far as the same may pass through the lands of the owner shall be made and maintained wholly underground and the Company shall at their own expense restore and make good to the reasonable satisfaction of the owner the surface of the lands in which such works shall have been made and if the Company interfere with any drains in or under such lands they shall before such interference and at their own expense make new drains in lieu of and of equal capacity to the drains so interfered with with all proper and necessary outfalls or other works for the discharge of the drainage :
- (4) The said waste water channel or conduit (No. 1) shall be so made and maintained by the Company that the outflow therefrom shall discharge into the ditch or watercourse in which the said waste water channel or conduit is defined to terminate at some point not further north than the northern boundary of the enclosure numbered on the deposited plans 26 in the parish of East Horndon and the Company shall at all times take all reasonable steps to prevent erosion of the banks of the said ditch or watercourse throughout its passage through the enclosures numbered on the deposited plans 27 28 and 29 in the said parish due to the said discharge :
- (5) The Company shall not construct the said waste water channel or conduit (No. 1) and the said aqueduct (No. 8) or either of those works during the months of April to September (inclusive) in any year and when the Company shall have once commenced the execution of the said works they shall (unless prevented by some cause beyond their control) proceed to the completion of the same without interruption or cessation :
- (6) The Company shall not be entitled unless required by the owner as hereinafter provided so to do

to fence off or sever the lands of the owner in respect of which they acquire any easements or rights from the adjoining lands of the owner but the Company shall if required by the owner fence off or sever to the reasonable satisfaction of the owner any lands of the owner in respect of which they acquire rights or easements from the adjoining lands of the owner : A.D. 1928.
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- (7) No buildings or works of any kind (other than the said waste water channel or conduit (No. 1) and the said aqueduct (No. 8) and the necessary controlling valves and connections therewith) shall be erected or placed on the lands of the owner :
- (8) The owner shall at all times after the completion of the said waste water channel or conduit (No. 1) and the said aqueduct (No. 8) retain and possess the same rights to use and cultivate the lands affected by such easements and rights as afore-said (except where the owner has required the Company to fence off or sever those lands from the adjoining lands) as if such easements and rights had not been acquired and such lands had not been used by the Company :
- (9) The Company shall not in respect of any of the lands of the owner exercise the powers with respect to the temporary occupation of lands near the railway during construction thereof conferred on them by the Railways Clauses Consolidation Act 1845 incorporated with this Act except within the limits of deviation shown upon the deposited plans :
- (10) Any difference which shall arise between the owner and the Company under this section (other than a difference to which the provisions of the Lands Clauses Acts apply) shall be referred to and determined by arbitration.

45. For the protection of the Shaftesbury Society and Ragged School Union their successors and assigns or other the owner for the time being of the home and grounds in the parish of Sandon in the rural district of Chelmsford known as the King Edward Holiday Home (hereinafter referred to as "the estate") the following For protection of Shaftesbury Society and Ragged School Union.

A.D. 1928. provisions shall unless otherwise agreed between such owner for the time being of the estate (hereinafter referred to as "the owner") and the Company have effect (that is to say):—

- (1) Before entering upon any part of the estate for the purpose of constructing any work or works authorised by this Act the Company shall give not less than one month's written notice to the owner of their intention so to do and the construction of such work or works shall be completed within a reasonable time from the expiration of such notice as aforesaid:
- (2) Notwithstanding anything in this Act or shown on the deposited plans the Company shall not in constructing any aqueduct conduit or line or lines of pipes or works in connection therewith by this Act authorised (herein referred to as "the aqueducts") under or through the lands forming the estate acquire any greater right or estate in such lands in connection with such aqueducts than an easement or right of constructing placing laying inspecting maintaining cleansing repairing managing and obtaining access to the aqueducts and all work in connection therewith which easement or right the owner shall sell when so required by the Company and the Company shall restore the surface of the ground over such aqueducts to the reasonable satisfaction of the owner whenever such surface is disturbed by the Company:
- (3) The work of constructing the aqueducts through the estate shall be completed within three months from the date when it shall be commenced and the aqueducts shall be laid underground and so as to leave where practicable at least three feet between the general surface of the ground and the barrel of the pipe:
- (4) All damage which may from time to time happen to any buildings lands or other property of the owner by reason or in consequence of the bursting or giving way of any of their aqueducts pipes or works or leakage therefrom shall be forthwith repaired and made good by the Company and the Company shall make compensation to the

owner or his tenants for all injury loss and expense which he may sustain or be put to thereby : A.D. 1928.
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- (5) Any telegraph or telephone wires or other means of communication laid by the Company through the estate of the owner shall be placed underground along the line of aqueduct :
- (6) The Company shall in constructing the aqueducts through the estate fence in all excavations from time to time made thereon or in some other effectual manner prevent cattle sheep and other animals from falling into such excavations and the Company shall when the works are completed remove such fence and so far as reasonably practicable restore the surface of the ground to a similar state and condition as the same was in before the excavation was commenced :
- (7) All fences gates watercourses roads conveniences and other matters and things forming part of the estate which may be injured by the Company their contractors servants or workmen during the construction or maintenance of the works by this Act authorised shall subject to the provisions of this section forthwith after such interference be made good by the Company :
- (8) The Company shall in addition to any other compensation payable by them under or by virtue of this Act in respect of the estate make full compensation to the owner or his tenants for all loss and damage occasioned to the owner and to his tenants by any acts of the Company their officers or contractors or any workmen employed by them or any of them whether during the construction or maintenance of the works :
- (9) Any difference which may from time to time arise between the owner and the Company under this section other than any difference as to the compensation to be paid by the Company to the owner for the compulsory acquisition of or the injuriously affecting (if any) of his property shall be determined in manner provided by the Arbitration Act 1889 and this

A.D. 1928.

section shall for the purposes of that Act be deemed to be a submission to a single arbitrator :

- (10) The provisions of this section shall be in addition to and not in derogation from the other provisions of this Act which shall enure for the protection or benefit of the owner.

For protection of
Orsett
Estate.

46. For the protection of Francis Henry Douglas Charlton Whitmore and his successors in estate for the time being entitled in possession whether for life or any greater estate to the Orsett Estate situate in the parish of Orsett and other parishes in the county of Essex (all of which persons are in this section included in the expression "owner") the following provisions shall notwithstanding anything in this Act and unless otherwise agreed between the Company and the owner apply and have effect (that is to say) :—

- (1) The owner will at the request of the Company grant to the Company such right and easement as the Company may reasonably require to enable them to construct maintain alter renew inspect and use the aqueduct (No. 8) by this Act authorised on the lands of the owner numbered on the deposited plans 2 3 4 and 5 in the parish of Stifford but save as aforesaid the Company shall not enter upon take or use any lands of the owner or any right or interest therein :
- (2) The Company shall in constructing the said aqueduct through the land of the owner fence all excavations from time to time made on the land of the owner or in some other effectual manner prevent cattle sheep and other animals from falling into such excavations and the Company shall when the said aqueduct is completed remove such fence and restore the surface of the ground excavated as nearly as may be to its original state :
- (3) Notwithstanding anything in this Act the Company shall not deposit any soil permanently on any lands of the owner without his consent and shall remove from the lands of the owner all surplus material arising in the construction or maintenance of the said aqueduct :

- (4) In the construction and maintenance of the said aqueduct the Company shall first carefully remove from the surface all turf and vegetable soil on the line or site of the aqueduct and on the completion thereof or of any works of repair or maintenance thereof or any other works in relation thereto the Company shall as soon as possible replace the turf and restore the surface as nearly as may be to its former level and state : A.D. 1928.
- (5) Except where necessary for the purpose of the construction of any works the Company shall not cut down or interfere with any timber trees or shrubs on any of the lands of the owner and any timber trees or shrubs which it may be necessary to cut down or remove shall when cut down or removed belong to the owner and the Company shall make compensation to the owner for any loss or damage he may sustain by any such trees or shrubs being cut down or interfered with :
- (6) If in the exercise of any of the powers by this Act authorised the Company shall cause damage to any building or premises of the owner they shall forthwith reinstate the same to the reasonable satisfaction of the owner's surveyor and the Company shall make full compensation to the owner and his tenants and lessees for any damage or reasonable expense they may incur by reason or in consequence of the leaking bursting or giving way of any works of the Company :
- (7) If any dispute shall arise as to the form of any grant to be made by the owner to the Company or as to any provision to be contained therein the matter shall be submitted to and determined by such conveyancing counsel (not being the counsel employed by either party) willing to act as may be nominated for the purpose on the application of the owner or the Company by the President of the Law Society :
- (8) Any dispute which may arise under this section between the owner and the Company other than a dispute referred to in subsection (7)

A.D. 1928.
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hereof or a question to which the provisions of the Lands Clauses Acts apply shall be referred to arbitration :

- (9) For the purposes of this section the provisions of the Lands Clauses Acts shall extend and apply to the acquisition of any such right and easement as is mentioned in this section as if the same were lands to which those Acts applied :
- (10) The provisions of this section shall be in addition to and not in derogation from any other provisions of this Act or any Act incorporated therewith to the benefit of which the owner his lessees and tenants would otherwise be entitled Provided that in determining the amount of any compensation to be paid to the owner regard shall be had to the provisions of this section and the acts and things required to be done by the Company thereunder.

For protection of
Chelmer and
Blackwater
Navigation
Company
Limited.

47. For the protection of the Company of Proprietors of the Chelmer and Blackwater Navigation Limited (in this section referred to as "the Navigation Company" and "the canal" respectively) the following provisions shall unless otherwise agreed in writing between the Navigation Company and the Company have effect (that is to say) :—

- (1) Notwithstanding anything in this Act the Company shall not without the consent of the Navigation Company previously obtained purchase or acquire any of the lands or property of the Navigation Company but the Company may acquire and the Navigation Company shall grant easements or rights of constructing maintaining renewing enlarging using and obtaining access to the aqueduct (No. 5) authorised by this Act and works connected therewith in under or over the canal works and property of the Navigation Company and the banks towing-paths or lands under their jurisdiction subject to and in accordance with the provisions of this section The portion of the said aqueduct (No. 5) and works connected therewith which will be situate in under or over the canal works property banks towing-paths and lands afore-

said is hereinafter referred to as “ the authorised works ” : A.D. 1928.

- (2) The Company shall pay to the Navigation Company for any such easement or right as aforesaid such sum as may be agreed upon or in the event of difference as may be settled in manner provided by the Lands Clauses Acts with regard to the purchase of lands otherwise than by agreement :
- (3) Not less than twenty-one days before the Company commence the construction of any of the authorised works the Company shall submit to the Navigation Company for their reasonable approval plans sections and other necessary particulars of the work and the Company shall not interfere with the canal or commence any such work until they shall have given to the Navigation Company not less than seven clear days' notice in writing of their intention so to do which notice shall not be given until the said plans sections and particulars have been approved by the Navigation Company or (if such approval is unreasonably withheld) settled by arbitration as hereinafter provided The authorised works shall be carried out in accordance with the plans sections and particulars so approved or settled and to the reasonable satisfaction of the Navigation Company and under the superintendence of their engineer if such superintendence is given The Company shall (if for the time being the Navigation Company are not employing a salaried engineer) on demand pay to the Navigation Company all costs and expenses reasonably incurred by them in examining the said plans sections and particulars and in superintending the carrying out of the authorised works :
- (4) Notwithstanding anything in this Act or on the deposited plans and sections the said aqueduct (No. 5) where it crosses the Navigation north-east of Hoe Mills in the parishes of Ulting and Woodham Walter shall be so constructed as to leave a headway of not less than twelve feet six inches above the full pond level and a clear

A.D. 1928.

space of not less than fifteen feet between the edge of the river at full pond level and the abutment of the proposed bridge on the towing-path side of the river :

- (5) Notwithstanding anything in this Act or on the deposited plans the said aqueduct (No. 5) where constructed under the feeder ditch and bank of the Navigation Company numbered respectively on the deposited plans 1 and 2 in the said parish of Woodham Walter shall be constructed at such a depth as not to impede the flow of water along the said feeder ditch :
- (6) Except as by this Act expressly provided the powers rights privileges and authorities of the Navigation Company over or in respect of the canal and of the banks and towing-paths thereof and the use of the waters therein shall remain in as full force and effect as if this Act had not been passed :
- (7) Except as otherwise by this section expressly provided the provisions of this section shall not derogate from any of the provisions of this Act or any Act incorporated therewith which may enure for the benefit of the Navigation Company :
- (8) If any difference shall arise between the Company and the Navigation Company under this section (except under subsection (2) hereof) the same shall be determined by arbitration.

For protection of
Postmaster-General.

48. If any work authorised by this Act involves the removal or alteration of any Post Office letter box the Company shall not remove or alter the box but shall give notice to the Postmaster-General of the removal or alteration required and the Postmaster-General shall remove or alter the box as he may think fit and the Company shall pay to the Postmaster-General all expenses incurred by him in relation to such removal or alteration.

For protection of
Commissioner of
Police of metropolis.

49. Before breaking up or otherwise interfering with any street or road situate in the metropolitan police district in connection with the construction of any work by this Act authorised the Company shall (except in case of emergency or in the laying replacing or repairing of

consumers' service or communication pipes) give seven days' notice in writing to the Commissioner of Police of the metropolis and make such arrangements with the said commissioner as may be reasonably necessary so as to cause as little interference with the traffic in such street or road during the construction of such works as may be reasonably practicable. A.D. 1928. —

50. Save as expressly provided by or in pursuance of this Act nothing in this Act shall prejudice or interfere with any existing right of any person interested in the waters of or any existing right appurtenant to any hereditament abutting on the river Stour and its tributaries above the point of intake to use the waters of that river to the same extent and in the same manner as if this Act had not been passed. Saving rights of riparian and other owners.

51.—(1) Save as expressly provided by or in pursuance of this Act nothing in this Act shall take away affect prejudice or diminish any right interest power or jurisdiction of the Stour Drainage Board under the River Stour (Essex and Suffolk) Drainage Order 1919 or under any other Order or any Act relating to the said drainage board including any right of the Stour Drainage Board of acquiring the undertaking powers rights duties and obligations under the Stour Navigation Acts. Saving for Stour Drainage Board.

(2) Nothing in this Act shall prevent the Stour Drainage Board from exercising any powers now vested in them of lowering the level of the water in the river Stour at or above the Mill weir at Stratford St. Mary to such a level as may be agreed between the drainage board and the Company or failing agreement determined by the Minister of Agriculture and Fisheries and the Minister of Health acting jointly to be reasonable:

Provided that the level of the water at the said Mill weir shall not be reduced below such level relative to Ordnance datum as may be fixed by the said Ministers jointly before the first day of December nineteen hundred and twenty-eight.

(3) Notwithstanding anything in this Act the Company shall not except with the consent of the Stour Drainage Board exercise any powers of any agreement entered into with the Stour Navigation Company under subsection (4) of section 21 (Power to hold lands and exercise powers for protection of waters) or under sec-

A.D. 1928. — tion 30 (Agreements with Stour Drainage Board and others) of this Act other than the powers of clauses 1 2 and 3 of the agreement set forth in the Third Schedule to this Act.

(4) The Company shall not except with the consent of the Stour Drainage Board or the Minister of Agriculture and Fisheries if the said board withhold their consent request the Stour Navigation Company to exercise any powers vested in them under the Stour Navigation Acts of repairing and improving the banks and bed of the river Stour above the Mill weir at Stratford St. Mary.

FINANCIAL PROVISIONS.

Power to
raise
additional
capital.

52. The Company may from time to time raise additional capital to such an amount as shall be sufficient to produce after taking into account premiums or discounts (if any) which may be obtained or allowed respectively on the issue thereof the sum of one million two hundred thousand pounds by the creation and issue of ordinary and preference stock or by either of those modes.

Power to
borrow.

53. The Company may raise by borrowing on mortgage of the undertaking any sum or sums not exceeding in the whole one-half of the amount which at the time of borrowing has been actually paid up (including premiums) on any additional capital issued under the powers of this Act But no sum shall be borrowed in respect of any capital so issued until the Company have proved to a justice of the peace before he gives his certificate under the fortieth section of the Companies Clauses Consolidation Act 1845 that the whole of the capital so issued together with the premium (if any) realised on the sale thereof have been paid up.

Application
of financial
sections of
former Acts.

54. The following sections of the Act of 1901 and the Act of 1921 shall apply to any stock debenture stock or mortgages created issued or granted under the powers of this Act and to the holder of any such stock debenture stock or mortgages to the like extent and in like manner as those sections apply to any stock debenture stock or mortgages issued or granted under the powers of the Act of 1921 (but not further or otherwise) and for the purposes of such application the said sections with any necessary

modifications shall be deemed to be re-enacted in this Act A.D. 1928.
 (that is to say):—

Act of 1901—

- Section 26 (Incidents of additional capital);
- Section 27 (Holders of preference capital not to vote);
- Section 28 (New shares or stock raised under this Act and any other Act of past or present sessions may be of same class);
- Section 30 (Dividends on different classes of stock or shares to be paid proportionately);
- Section 39 (Existing mortgages to have priority);
- Section 40 (As to priority of mortgages and debenture stock).

Act of 1921—

- Section 51 (Limit of dividend);
- Section 53 (New stock to be sold by auction or tender);
- Section 55 (Debenture stock);
- Section 56 (Appointment of receiver);
- Section 59 (Receipt in case of persons not sui juris).

55.—(1) The Company may create and issue all or any of the preference stock and debenture stock which they are by the existing Acts or this Act authorised to create and issue so as to be redeemable on such terms and conditions as may be specified in a resolution of the Company passed by a special meeting convened for the purpose.

Issue of redeemable preference capital and debenture stock.

(2) If it is so provided in the resolution the Company may—

- (i) call in and pay off the stock or any part thereof at any time before the date fixed for redemption;
- (ii) redeem the stock or any part thereof either by paying off the stock or by issuing to any stockholder subject to his consent other stock in substitution therefor.

(3) For the purpose of providing money for paying off any such stock or of providing substituted stock the Company may create and issue new stock (either redeemable or irredeemable) or re-issue stock originally created

A.D. 1928. — and issued under this section. Provided that the creation and issue for the purpose 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.

(4) The Company shall not redeem out of revenue any redeemable stock issued under the powers of this section except to the extent of any discount allowed on the issue or any premium payable on the redemption of any such stock.

(5) The provisions of section 53 (New stock to be sold by auction or tender) of the Act of 1921 shall not apply to any stock created and issued in substitution for or for the purpose of paying off any redeemable stock issued under the powers of this section.

Provisions
as to issue
of additional
capital.

56. Notwithstanding anything in section 53 (New stock to be sold by auction or tender) of the Act of 1921 it shall be lawful for the Company with the consent of the Ministry of Health and subject to such conditions as the Ministry may think fit to impose to offer for subscription by the public any ordinary or preference stock which they may be authorised to issue and upon any such offer to pay a commission not exceeding two and a half per centum to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any such stock or procuring or agreeing to procure subscriptions whether absolute or conditional for any such stock :

Provided that—

- (a) the payment of the commission and the amount or rate per centum of the commission paid or agreed to be paid shall be disclosed in every prospectus advertisement or other document of the Company inviting subscriptions for such stock ;
- (b) any stock so offered as aforesaid shall be issued at as near as may be and in no case more than five per centum below the average market price in the month immediately preceding the offer and in order to ascertain such average market price the mean daily quotations recorded in

the official published list of the London Stock Exchange shall be taken for the last four completed weeks; and

A.D. 1928.
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- (c) nothing in this subsection shall affect any power of the Company to pay brokerage.

57.—(1) All moneys raised under this Act or any other Act relating to the Company whether by ordinary or preference or debenture stock or by borrowing including premiums (after deducting from such moneys the expenses of and incidental to the issue of the stock) 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 any such stock shall not be considered as part of the capital of the Company entitled to dividend.

Application
 of money.

(2) The Company may apply to any of the purposes of this Act any moneys which they have raised or may raise under the existing Acts.

58.—(1) The aggregate amount which may be carried by the Company in any year to any reserved fund formed in pursuance of section 76 of the Waterworks Clauses Act 1847 and to any contingency fund formed under section 122 of the Companies Clauses Consolidation Act 1845 shall together not exceed the sum of ten thousand pounds or a sum equal to one per centum of the capital for the time being expended by the Company for the purposes of the undertaking whichever sum is the less.

As to
 reserved
 and con-
 tingency
 funds.

(2) The aggregate amount standing to the credit of any such reserved fund and contingency fund of the Company as aforesaid shall together not at any time exceed a sum equal to ten per centum of the capital for the time being expended by the Company for the purposes of the undertaking.

59. It shall not be lawful for the Company to carry forward at the end of any year to the credit of the profit and loss (net revenue) account any sum exceeding the total of the following amounts (that is to say):—

Limitation
 on carry
 forward.

- (a) The amount required by the Company for paying any dividend or interest which the Company are entitled or required to pay but have not paid in respect of that year;
- (b) An amount equal to the total sum which the Company would be lawfully entitled to distribute

A.D. 1928.
—

as dividends on their preference and ordinary capital in respect of the next following year; and

- (c) An amount equal to the total sum which the Company will be required to pay during the next following year as interest on any mortgages or debenture stock.

MISCELLANEOUS PROVISIONS.

Rates and
charges for
domestic
purposes.

60.—(1) As from the first usual quarter day after the passing of this Act the rates which the Company are authorised by the Act of 1921 to charge for water supplied for domestic purposes shall be modified as by this section provided and accordingly as from the said day section 21 (Rates for supply of water for domestic purposes) of the Act of 1921 shall be repealed and in lieu thereof the provisions of subsections (2) to (6) of this section shall have effect.

(2) The Company shall at the request of the owner or occupier of any dwelling-house or part of a dwelling-house entitled under the provisions of the existing Acts and this Act to demand a supply of water for domestic purposes furnish to him a sufficient supply of water for such domestic purposes at rates per annum not exceeding the following rates viz. :—

- (i) prior to the twenty-fifth day of December nineteen hundred and twenty-eight seven per centum on the rateable value of the house or part of the house supplied;
- (ii) from the last-mentioned day until the twenty-fourth day of June nineteen hundred and twenty-nine seven and a half per centum on such rateable value;
- (iii) from the last-mentioned day until the twenty-fifth day of December nineteen hundred and twenty-nine eight per centum on such rateable value;
- (iv) from the last-mentioned day until the twenty-fifth day of December nineteen hundred and thirty eight and a half per centum on such rateable value;
- (v) from and after the last-mentioned day nine per centum per annum on such rateable value.

(3) Notwithstanding the provisions of subsection (2) of this section the rates to be charged by the Company under that subsection shall not exceed—

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- (i) prior to the quarter day which shall next happen after the Company have obtained from the Board of Trade a certificate that they have expended on capital account on or in connection with the purposes mentioned in subsection (4) of this section a total sum of not less than one hundred and sixty thousand pounds the rate of seven and a half per centum per annum on the rateable value of the house or part of the house supplied;
- (ii) from the last-mentioned quarter day until the quarter day which shall next happen after the Company have obtained from the Board of Trade a certificate that they have expended on capital account on or in connection with the said purposes a total sum of not less than three hundred and twenty thousand pounds the rate of eight per centum per annum on such rateable value;
- (iii) from the last-mentioned quarter day until the quarter day which shall next happen after the Company have obtained from the Board of Trade a certificate that they have expended on capital account on or in connection with the said purposes a total sum of not less than six hundred thousand pounds the rate of eight and a half per centum per annum on such rateable value.

(4) The purposes referred to in subsection (3) of this section are—

- (i) the construction of the works authorised by section 4 (Power to make works) of this Act;
- (ii) the purchase (whether before or after the passing of this Act) of lands and easements for the purpose of those works and the protection of the waters to be appropriated by the Company under this Act;
- (iii) the payment of compensation to owners of lands mills and other works and property under or consequential on the provisions of this Act;

A.D. 1928.
—

- (iv) all other items of capital expenditure properly attributable to the works authorised by the said section 4 of this Act;
- (v) the payment of the costs charges and expenses referred to in the final section of this Act; and
- (vi) any sum payable as stamp duty on the additional capital authorised by this Act.

(5) Notwithstanding anything in subsections (2) and (3) of this section the Company shall not at any time be required to supply any premises with water under those subsections for a less sum than thirteen shillings per annum.

(6) In addition to the rates and minimum sum authorised by the foregoing provisions of this section the Company may continue to charge in respect of water-closets and baths on any premises supplied with water the additional sums authorised by subsection (2) of the said section 21 of the Act of 1921 (namely)—

- (i) in respect of every such watercloset beyond the first (for which no additional charge shall be made) a sum not exceeding seven shillings and sixpence per annum;
- (ii) in respect of every fixed bath capable of containing not more than fifty gallons and of every bath having an emptying aperture and capable of containing more than twenty-five gallons but not more than fifty gallons a sum not exceeding ten shillings per annum; and
- (iii) in respect of every such bath capable of containing more than fifty gallons such sum as the Company may think fit.

The additional sums chargeable under this subsection shall be paid quarterly in advance and be recoverable in all respects with and as the water rates.

Limitation
on prices
for meter
supplies.

61.—(1) Notwithstanding anything in section 23 (Supply by meter for other than domestic purposes) of the Act of 1921 the maximum price which may be charged by the Company for water supplied by meter under subsection (1) of that section shall vary with the maximum rate which may be charged under the imme-

diately preceding section of this Act for water supplied A.D. 1928.
for domestic purposes as follows :—

- (i) during the period when such maximum rate for domestic purposes is seven per centum per annum such maximum price for water so supplied by meter shall be one shilling and three-pence per thousand gallons;
- (ii) during the period when such maximum rate for domestic purposes is seven and a half per centum per annum such maximum price for water so supplied by meter shall be one shilling and fourpence per thousand gallons;
- (iii) during the period when such maximum rate for domestic purposes is eight per centum per annum such maximum price for water so supplied by meter shall be one shilling and sixpence per thousand gallons;
- (iv) during the period when such maximum rate for domestic purposes is eight and a half per centum per annum such maximum price for water so supplied by meter shall be one shilling and eightpence per thousand gallons;
- (v) during the period when such maximum rate for domestic purposes is nine per centum per annum such maximum price for water so supplied by meter shall be one shilling and ninepence per thousand gallons.

(2) Nothing in this section shall affect the minimum sums per quarter which may be charged by the Company under the proviso to subsection (2) of the said section 23.

62.—(1) Where water supplied for domestic purposes is used for horses or washing carriages or motor cars or for other purposes in stables garages or premises where horses carriages or motor cars are kept the Company may if a hose-pipe or other similar apparatus is used charge such sum not exceeding twenty-five shillings per annum as they may prescribe and (where more motor cars than one are kept) a further sum not exceeding ten shillings per annum for each motor car beyond the first. Any sums chargeable under this subsection shall be payable quarterly in advance and be in addition to the rates authorised by the section of this Act of which the

Charges for
hose-pipes
and refri-
gerating
apparatus.

A.D. 1928. — marginal note is “ Rates and charges for domestic purposes ” and shall be recoverable in all respects with and in the same manner as the said rates.

(2) Where water supplied by the Company to a person who takes a supply both for domestic purposes and by meter for trade or other purposes is used by him by means of a hose-pipe or other similar apparatus for horses or washing carriages or motor cars or for other purposes in stables garages or premises where horses carriages or motor cars are kept the Company may if they think fit require that all water so used by means of any such hose-pipe or other apparatus shall be taken by meter and paid for at the rates authorised by section 23 of the Act of 1921 as limited by this Act.

(3) Where a person who takes a supply of water from the Company for any purpose desires to use for or in connection with a refrigerating apparatus any of the water so supplied the Company may if they think fit require that all water used for or in connection with the said apparatus shall—

- (i) be taken by meter on the conditions and paid for at the rates authorised by section 23 of the Act of 1921 as limited by this Act; or
- (ii) be paid for at such rates as may be agreed between the consumer and the Company:

Provided that if the consumer is only taking a supply of water from the Company for domestic purposes the minimum sum per quarter which may be demanded by the Company for the water used for or in connection with the refrigerating apparatus if taken by meter shall not exceed five shillings.

Revision
of rates.

63.—(1) At any time during the period of three months before and three months after the coming into force within the limits of supply of any and every new valuation list under the Rating and Valuation Act 1925 the Company or any local authority having jurisdiction within the limits of supply may apply to the Minister of Health for a revision of the rates and charges for the supply of water authorised by the existing Acts and this Act or for the time being in force under any order of the said Minister made in pursuance of this section and if

and whenever any such application is so made and the Minister is satisfied that the cost of labour and materials or other circumstance affecting the undertaking has substantially altered he may by order (subject to the provisions of subsection (3) hereof) vary either by way of increase or decrease such rates and charges or any of them. A.D. 1928.
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(2) The making of any new valuation list under the said Act of 1925 shall be deemed to be a circumstance affecting the undertaking of the Company within the meaning and for the purposes of this section.

(3) By any order made under this section the Minister may alter the basis of any of such rates and charges as aforesaid and the ratio of any particular rates and charges to any other or others of them and may (inter alia) if he thinks fit revoke the charges for baths and waterclosets and authorise a rate or rates for a supply of water for domestic purposes which includes water supplied for use in waterclosets and baths.

(4) The rates and charges prescribed by any order made under this section shall be of such respective amounts as to provide (after paying all proper expenses of and in connection with the working of the undertaking and providing for any contribution which the Company may carry to any contingency or reserved fund formed under the provisions of this or any other Act them so enabling and paying all other costs charges and expenses (if any) properly chargeable to revenue) a reasonable return on the share capital of the Company due regard being had to any capital which may be reasonably expected to be expended by the Company during the five years immediately following the date of such order.

64. Where two or more houses or buildings or parts of a house or building or of two or more houses or buildings connected by any means of communication not being a public highway are in the occupation of one and the same company body firm or person they shall be deemed for the purpose of determining the amount of the water rate chargeable by the Company in respect of any supply of water for domestic purposes furnished by the Company to any one or more of such two or more houses As to rateable value of two or more houses in one occupation.

A.D. 1928.

or buildings or such two or more parts of a house or building or of two or more houses or buildings to be one tenement having a rateable value equal to the aggregate of the rateable values of the separate houses or buildings or parts of a house or building or of houses or buildings so occupied.

As to liability of owners for water rates in certain cases.

65. Nothing in section 22 (Rates payable by owners of small houses) of the Act of 1921 shall limit or affect the operation of section 72 (Owners of houses not exceeding ten pounds rent to be liable to water rates) of the Waterworks Clauses Act 1847.

Company to connect communication pipes with mains.

66. 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.

Extension of power to inspect premises.

67. 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.

Penalty for opening valves &c.

68. 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 avail-

able 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. A.D. 1928.

69. Notwithstanding anything in section 10 of the Companies Clauses Consolidation Act 1845 the Company may substitute for the shareholders' address book provided under that section a card index containing the names and addresses of the several stockholders of the Company and that section in its application to the Company shall be read and have effect accordingly. Substitution of card index for shareholders' address book.

70. Section 63 (Closing of transfer books) of the Act of 1921 shall have effect as if— Closing of transfer books.

(a) the words "the payment of an interim dividend" were inserted in subsection (1) thereof in lieu of the words "the declaration of any dividend"; and

(b) the word "payment" were inserted in subsection (2) thereof in lieu of the word "declaration."

71. Notwithstanding anything in section 13 of the Companies Clauses Consolidation Act 1845 or in any other enactment the Company shall not be under any obligation to issue a new debenture or mortgage bond or a new certificate of any preference ordinary or debenture stock or a new warrant in respect of interest or dividend in lieu of any debenture bond certificate or warrant lost or destroyed or alleged to be lost or destroyed until they have received from the person to whom such new debenture bond certificate or warrant is to be issued such indemnity as the directors may require against any and every claim or expense which may be made against the Company or which the Company may incur in respect of such lost or destroyed debenture bond certificate or warrant or the debenture mortgage stock dividend or interest represented thereby. Indemnity may be required before issue of substituted certificates &c.

72.—(1) The directors may grant such gratuities pensions or allowances or make such other payments as they may think fit to any employees of the Company or where in their opinion adequate provision is not otherwise made to the widow or family or any dependant of any such employee. Power to make superannuation and other allowances.

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(2) The directors may enter into and carry into effect agreements with any insurance company or other association or company for securing to any such employee widow family or dependant as aforesaid such gratuities pensions allowances or payments as are by this section authorised to be granted or made and may for all or any of the purposes of this section apply the revenues of the Company.

Recovery of
penalties &c.

73. Save as otherwise by this Act expressly provided all offences against this Act and all penalties forfeitures costs and expenses imposed or recoverable under this Act 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.

Recovery of
demands.

74. Section 76 (Recovery of demands) of the Act of 1921 shall have effect as if the words "or any other Act relating to the Company" were inserted in the section after the words "the existing Acts."

As to
arbitration.

75. Where under this Act any question or dispute is to be referred to an arbitrator or to arbitration other than questions or disputes to which the provisions of the Lands Clauses Acts apply then unless other provision is made the question or dispute shall be referred to a single arbitrator to be agreed between the parties or failing agreement appointed on the application of any party to the question or dispute (after notice in writing to the other or others of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to the reference.

Crown
rights.

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 portion of the shore or bed of the sea or of any river channel creek bay or estuary or any lands hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Crown Lands or of the Board of Trade respectively without the consent

in writing of the Commissioners of Crown Lands or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose. A.D. 1928
—

77.—(1) The following sections of the Acts of 1901 and 1921 are hereby repealed :— Repeal and
amendment.

Act of 1901—

Section 31 (New shares or stock to be offered by auction or tender);

Section 32 (Purchase money of capital sold to be paid within three months);

Section 33 (Notice to be given as to sale of shares or stock);

Section 34 (Shares or stock not sold by auction or by tender to be offered to share or stockholders);

Section 35 (Application of premium arising on issue of shares or stock).

Act of 1921—

Section 31 (Revision of rates);

Section 58 (Issue of redeemable preference capital and debenture stock);

Section 68 (Power to make superannuation and other allowances).

(2) Section 24 (Supply to Tilbury Docks) section 25 (For protection of Ilford Urban District Council) and section 26 (For protection of West Ham Corporation) of the Act of 1921 shall after the passing of this Act have effect as if the words “within the limits of supply” were inserted in each of those sections after the words “any other consumer of water by meter.”

(3) Section 23 (As to supply of water to local authorities for other than domestic purposes) of the Act of 1901 as amended by section 27 of the Act of 1921 shall have effect as if in subsection (1) thereof as set out in the said section 27 the words “within the limits of supply” were inserted at the end of that subsection.

(4) As from the date when the first instalment works are brought into use section 23 (Supply by meter for other than domestic purposes) of the Act of 1921 shall have effect as if the words “five hundred thousand gallons” were substituted for the words “two hundred

A.D. 1928. and fifty thousand gallons" in subsection (1) of that section.

Costs of Act. **78.** All costs charges and expenses of and incident to the preparing 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 charged against revenue.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE

CAPITAL OF THE COMPANY AUTHORISED BY PREVIOUS ACTS.

(A) STATEMENT OF CAPITAL (STOCK).

Act or Order.	Description of Capital.	Total paid up.				Remaining to be issued.	Total amounts authorised.
		Nominal	Premium.				
		£	£	s.	d.	£	£
Act of 1861.	Ordinary stock 10%.	85,700		—		—	85,700
Act of 1882.	Ordinary stock 7%.	75,000	}	—		—	150,000
	Preference stock 5%.	75,000					
Act of 1901.	Ordinary stock 5%.	137,500	}	4,749	17	1	68,791 12 11
	Preference stock 5%.	73,500		15,458	10	0	
Act of 1921.	Preference stock 6½% (redeemable).	100,000		—			
	Ordinary stock 6%.	175,000	}	265	3	9	24,734 16 3
		721,700	20,473 10 10			93,526 9 2	835,700
		£742,173 10 10					

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Waterworks Act, 1928.

(B) STATEMENT OF LOAN CAPITAL.

A.D. 1928.

Act or Order.	Description of Capital.	Total amount borrowed.	Remaining to be borrowed.	Total amount authorised.
		£	£ s. d.	£ s. d.
Act of 1861.	Debenture stock 4%.	14,300	133,845 16 5	414,395 16 5
Act of 1882.	Debenture stock 4%.	37,500		
Act of 1901	Debenture stock 4%.	39,050		
Board of Trade Consent.	Redeemable debenture stock 7%.	64,700		
Act of 1921.	Debenture stock 5%.	125,000		
		280,550	133,845 16 5	414,395 16 5

THE SECOND SCHEDULE.

DESCRIBING PROPERTIES WHEREOF PARTS ONLY MAY BE
TAKEN COMPULSORILY.

Parish.	Nos. on deposited Plans.	Description of Property.
Colchester - -	6	House garden and premises.
Copford - -	10	Occupation road.
	11	Park land.
Messing - -	22	Field.
	28	Cottage garden sheds and well.
	29	Cottage garden sheds and well.
	37	Garden orchard and sheds.
	38	Garden.
Great Totham -	3	Field.
	5	Field.
	6	Bungalow.
Hatfield Peverel -	11	Field.
	12	Garden and sheds.
Ulting - -	2	Garden and sheds.
	3	Field.

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Parish.	Nos. on deposited Plans.	Description of Property.
Langford - - -	3	Waterworks and appurtenances.
Woodham Walter -	4	Garden.
	10	Farmyard farm buildings and premises.
	22	Plantation watercourse and public footpath.
	23	House garden and premises.
	24	Occupation road.
	25	Field.
	26	Field.
	27	Golf links occupation road and public footpaths.
Danbury - - -	14	Field and shed.
	15	Bungalow and outhouse.
	16	Bungalow.
Sandon - - -	30	Field.
	33	Field and shed.
West Hanningfield	15	Garden.
	16	Field and orchard.
	18	Garden.
South Hanningfield	10	Garden.
	12	Field poultry houses and runs.
	13	Field poultry houses and runs.
Ramsden Bellhouse	3	Field.
	4	Field pond and watercourse.
	5	Plantation.
	6	Occupation road and plantation.
	7	Occupation road waste and public footpath.
Buttsbury - - -	10	Field.
	11	Field.
	12	Field.
	13	Field.
	21	Occupation road and waste.
Mountnessing - -	11	Garden.
Ingrave - - -	2	Field and store shed.
	3	Field.
	4	Field.
East Horndon -	11	Farmyard stackyard farm buildings and premises.
	13	Occupation road.
West Thurrock -	3	Field water mains and pipes.

THE THIRD SCHEDULE.

A.D. 1928.

AGREEMENT WITH RIVER STOUR NAVIGATION (TRUST)
COMPANY LIMITED.

MEMORANDUM OF AGREEMENT made the twenty-eighth day of February one thousand nine hundred and twenty-eight between THE SOUTH ESSEX WATERWORKS COMPANY (hereinafter referred to as "the Water Company") of the one part and THE RIVER STOUR NAVIGATION (TRUST) COMPANY LIMITED whose registered office is at Great Eastern Road Sudbury in the county of Suffolk (hereinafter called "the Navigation Company") of the other part.

Stamp

Ten
shillings

WHEREAS the Water Company is promoting a Bill in the present session of Parliament entitled "An Act to authorise the South Essex Waterworks Company to construct new works and to raise additional capital to extend the limits of supply of the Company and for other purposes" whereby it is proposed to empower the Water Company for the purposes of their undertaking to collect impound take use divert and appropriate the waters of the river Stour at the point of intake situate in the parish of Langham in the county of Essex shown on the plan and described in the said Bill:

And whereas under or by virtue of their memorandum and articles of association and the Acts of Parliament relating to the navigation of the said river the Navigation Company are charged with the duty of keeping certain parts of the said river navigable and of maintaining and repairing certain locks on the said river including the locks at Stratford St. Mary Dedham Flatford and Brantham:

And whereas the said locks have been allowed to fall into a state of disrepair:

And whereas the Navigation Company have agreed to offer no opposition to the said Bill upon the terms and subject to the conditions hereinafter mentioned and contained:

Now it is hereby agreed between the Water Company and the Navigation Company as follows:—

1. In the event of the said Bill becoming law during the ensuing session of Parliament the Navigation Company will forthwith give to the Water Company notice in writing instructing the Water Company to reconstruct and/or repair the locks on the said river at Stratford St. Mary Dedham Flatford and Brantham and the Water Company will thereafter at its own

A.D. 1928. — expense prepare plans and specifications of such reconstruction and/or repair and submit the same to the Navigation Company for its approval and the Navigation Company shall intimate in writing to the Water Company their approval or disapproval of the said plans and specifications within two months of the receipt thereof. If the Navigation Company do not approve of the said plans and specifications within such two months the same shall be settled by an arbitrator to be appointed in manner provided by clause 7 hereof. Upon the receipt of such approval or the decision of such arbitrator the Water Company will as the agents for and on behalf of the Navigation Company carry out the works specified in the said plans and specifications to the reasonable satisfaction of the Navigation Company or its surveyor for the time being and at the expense of the Water Company by the 30th day of June 1933 or by the date upon which the first instalment of the Stour supply works shall come into supply whichever date shall be the earlier. From and after such reconstruction and/or repair of the said locks the subsequent maintenance and keeping in repair thereof as so reconstructed and/or repaired shall be carried out by the Water Company as agents for and on behalf of the Navigation Company but at the expense of the Water Company. The Navigation Company shall at all times afford the Water Company all facilities and assistance at the Water Company's expense for carrying out and executing the works required to be done under this clause and access to and from the said locks or any of them the reasonable expenses and charges of the Navigation Company and their surveyor and any representatives employed by them to examine and check the aforesaid works from time to time shall be borne and paid by the Water Company to the Navigation Company.

2. The Water Company will not abstract water from the said river so as to reduce the flow of water past the Mill weir at Stratford St. Mary below the level required for navigation purposes as imposed by the Acts of Parliament relating to the navigation of the river Stour and moreover will regulate the locks and sluices at the said weir so that a sufficient quantity of water passes the said weir for navigation purposes in the lower reaches of the river whenever the natural flow of the river is sufficient for such purposes. Provided that the Water Company shall be under no liability to send an increased flow of water past the said Mill weir by reason of the fact that the water in the lower reaches of the river becomes insufficient for navigation purposes owing to the use of the water by the millowners or owing to the failure of the Navigation Company or the millowners properly to regulate or maintain the sluices or to maintain the banks of the river in proper condition.

3. Should the Navigation Company at any time desire or be required to reconstruct or enlarge the said locks at Stratford

St. Mary Dedham Flatford and/or Brantham or any or either of them after the said locks have been reconstructed and/or repaired by the Water Company any such reconstruction or enlargement thereof and all work in connection with any such reconstruction or enlargement shall be carried out by and at the expense of the Navigation Company and from and after any such reconstruction or enlargement of the said locks or any or either of them the cost of maintaining and the keeping in repair of the said locks so far as such reconstruction and enlargement increases the cost of maintenance and keeping in repair shall be borne by the Navigation Company but not further or otherwise it being understood and agreed that all obligations and liabilities on the part of the Water Company under this agreement as to the maintenance and repair of such locks shall continue to the extent of their obligations and liabilities as existing prior to such reconstruction and/or enlargement by the Navigation Company. A.D. 1928.

4. The Navigation Company will at the request of the Water Company exercise their powers under the aforementioned Acts of repairing and improving the banks and bed of the said river above the Mill of Stratford St. Mary and the expenses incurred in connection with any such repairs and improvements carried out at the request of the Water Company shall be borne by the Water Company. The Navigation Company may appoint the Water Company to be their agents to carry out any such repairs or improvements.

5. The provisions of this agreement shall be in lieu of and in full satisfaction for any compensation or damages to which the Navigation Company would have been entitled in respect of the exercise by the Water Company of their powers under the said Bill.

6. If the said Bill shall not become law during the ensuing session of Parliament or any session of Parliament into which it may be suspended these presents shall as from the date on which the said Bill is withdrawn or rejected or as from the date in which any such session terminates (whichever shall be the earlier) be null and void.

7. If any dispute shall arise between the Water Company and the Navigation Company in respect of anything contained in or arising out of this agreement or anything to be done in pursuance thereof such difference shall be referred to and determined by an arbitrator to be agreed upon between the Water Company and the Navigation Company or failing such agreement appointed by the President for the time being of the Institution of Civil Engineers upon the application of either the Water Company or the Navigation Company after notice in writing to the other of them and the provisions of the Arbitration Act 1889 or any statutory modification or re-enactment thereof for the time being shall apply to any such arbitration.

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Waterworks Act, 1928.

[18 & 19 GEO. 5.]

A.D. 1928.

8. The reasonable costs of the Navigation Company's solicitors of and incidental to this agreement shall be borne by the Water Company.

In witness whereof the said parties hereto have hereunto caused their respective common seals to be hereto affixed the day and year first hereinbefore written.

As to original—

The common seal of the South Essex }
Waterworks Company was affixed }
hereto in the presence of }

L.S.

COURTENAY C. S. FOOKS

M. C. HOULDER

Directors.

GEO. DARBY

Secretary.

As to duplicate—

The common seal of the River }
Stour Navigation (Trust) Company }
Limited was affixed hereto in the }
presence of }

L.S.

J. PERCY CLOVER

EDWARD OLIVER

Directors.

J. FRANK BOGGIS

Secretary.

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